



UNIVERSITY
OF KENTUCKY

Purchasing Division

Request for Proposal

UK-2356-23

Proposal Due Date – 6/22/23

Consulting Services



UNIVERSITY OF KENTUCKY Purchasing Division

REQUEST FOR PROPOSAL (RFP)

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

PROPOSAL NO.:	UK-2356-23	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	5/15/23	UNIVERSITY OF KENTUCKY
Title:	Consulting Services	PURCHASING DIVISION
Purchasing Officer:	Rebecca Purcell	411 S LIMESTONE
Email/Phone:	rpurcell@uky.edu 859-257-5479	ROOM 322 PETERSON SERVICE BLDG.
		LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 6/22/23 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

- The University's General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this RFP. When the RFP includes construction services, the University's General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/ccphome.htm, apply to the RFP.
- Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
- Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
- Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

- That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
- That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
- That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
- That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and 164.390;
- That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
- That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

DELIVERY TIME:	NAME OF COMPANY:	DUNS #
PROPOSAL FIRM THROUGH:	ADDRESS:	Phone/Fax:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F. O. B. DESTINATION PREPAID AND ALLOWED	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO.:	SIGNATURE:	DATE:

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1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by the University of Kentucky prior to the receipt of proposals that modify or interpret the RFP documents by additions, deletions, clarifications and/or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" mean the offeror's/offers' response to this RFP.

The term "offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agency" means the University of Kentucky, Purchasing Division, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

The term "purchasing official" means the University of Kentucky's appointed contracting representative.

The term "responsible offeror" means a person, company or corporation that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an offeror is responsible, the University may evaluate various factors including (but not limited to): financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; adversarial relationship between the offeror and the University that is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the offeror.

The term "solicitation" means RFP.

The term "University" means University of Kentucky.

The term "UKHC" means the University of Kentucky HealthCare Enterprise.

The terms "PCF" means University of Kentucky, Albert B. Chandler Medical Center, Patient Care Facility.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

The intent of this Request for Proposal (RFP) is to solicit Proposals from qualified, experienced, financially sound, and responsible consulting firms to assist the University with ongoing needs related to its higher education and healthcare operations. The University plans to develop a group of specialty higher education and healthcare and health professions education consultants with expertise, experience, pricing strategies, and philosophies to execute specific projects and tasks on an as-needed basis throughout the University's enterprise (academic and healthcare). The successful Offeror(s) will provide the most qualified individuals in their respective fields that have the skills necessary to complete projects in a timely, professional, and cost-effective manner. Successful Offeror(s) shall have experience with large university systems that incorporate both research and teaching environments and health delivery systems that incorporate both ambulatory and hospital environments (preferably those affiliated with public institutions, including academic medical centers, although not required), and shall have significant depth of experience in consulting for the category(s) for which they respond.

A firm's proposal may be for single or multiple categories listed within the RFP. It is the University's intent to award multiple contracts from this RFP, although it reserves the right to award one or none. For firms that submit proposals for more than one category and receive an award, the contract award may be for one category or multiple categories listed within their proposal. If your firm submits a proposal for multiple categories, the response must be clearly structured to provide all relevant information for each service proposed. The Financial Offer should be structured for the different categories as well, should each one have different pricing. Successful Offeror(s) may utilize subcontractors in provision of final services to the University; however, the awardee will be responsible for all staff assigned and assuring quality of final services provided.

In addition to receiving a University of Kentucky Price Contract, successful offeror(s) will be required to enter into a Kentucky Personal Service Contract agreement as outlined in section 6.25. Personal Service Contracts will be constructed based on a not-to-exceed structure for a given yearly or bi-yearly period. Once contracts are awarded, periodic engagements may be assigned based upon the fees listed in the price contract. The Statement of Work and deliverables will be defined for each engagement as needs arise. Please note that the issuance of a University Price Contract and Personal Service Contract is not a guarantee that the University will direct any work to a successful offeror(s), nor is the University bound to purchase the lump sum amount of services as outlined in the Personal Service Contract.

No contract awards are to be construed as retainer agreements. Payment will only be made for services requested by and provided to the University in accordance with final Financial Offer pricing established within the contract award process and on an as-needed basis.

Since the resultant contract(s) will be for Consulting Services on an as-needed basis and for needs that may arise from unknown events during the duration of the contracts, services defined for this RFP are general in nature. In response, Offerors should form their proposals in such a manner to provide general Consulting Services for the category(s) in which they are responding rather than directed toward specific projects that are unknown at this time. This RFP is designed in such a way to evaluate and base best value contract awards on firms' strengths, skills, capabilities, and qualifications to serve needs of the University's enterprise as they arise, in conjunction with their Financial Offer pricing strategies.

The University is interested in contracting for Consulting Services for the following service categories:

1. Finance & Administration
2. Research
3. Academic
4. Facilities & Infrastructure
5. Revenue Cycle (including Patient Financial Experience)
6. Operation Analysis, Process Improvement, and Organizational Planning
7. Regulatory/Reimbursement/Governmental Cost Reporting/Payer Contracting/Dispute Resolution
8. Compliance
9. Acquisition Due Diligence and Joint Ventures
10. Integration Work for Newly Acquired Operations/Facilities
11. Real Estate Advisory Services
12. Capital Planning/Financial Advisory Services
13. Strategic Planning and Service Line Program Review and Development
14. Information Technology
15. Pharmacy Consulting
16. Facility Planning and Programming
17. Transition and Move Management
18. Transportation Services
19. Regulatory Review and Impact Analysis
20. Systems of Care/Continuum of Care Development
21. Health Information Management/Consulting Audit/DRG Validation
22. Health Professions Education Management/Organization Design/Accreditation

Among other requirements, successful offeror(s) will be required to have knowledge of, and ability to provide, the following:

- Strategy assessment
- Capabilities analyses
- Capacity review
- Financial, operational, and performance trend analyses
- Review of key customers
- Map markets, competitive landscape, trends, and recent relevant Merger and Acquisition transactions
- Identification of potential strategic partners and acquirers
- Assessment of current functional capabilities
- Identification of gaps and opportunities for increased value, performance, efficiencies and cost reductions
- Development of vision for future operating models and perform related employee assessments
- Provision of consultative assistance on asset monetization and support in the planning and opening of new facilities
- Provision of professional resource(s) with the requisite higher education administrative, operations, financial/budgeting, regulatory knowledge, skills, and proprietary knowledge
- Provide professional resource(s) with the requisite psychiatric hospital administrative, operations, financial/budgeting, nursing, clinical and regulatory knowledge, skills, and proprietary knowledge such as training and Policies and Procedures
- Insight and knowledge of local and national trends and regulatory issues

The following Consulting Services are excluded from this RFP: attorneys/legal, athletics, architects, construction, design, executive recruitment, and risk management.

The Scope of Services is further defined in Section 7.0.

IMPORTANT: There is no intent with issuance of this Request for Proposals to replace any current healthcare or academic campus consultants that are currently on contract with the University. Firms that already hold a university consulting contract series UK-1347-14 or UK-1857-18 do not need to respond to this RFP. Contracts under those series will continue to be valid. If you have questions on whether your contract is current or not you may contact Rebecca Purcell at rpurcell@uky.edu.

2.2 University Information

Since his arrival, President Eli Capilouto has set forth an ambitious agenda to extend and enhance our role as Kentucky's land-grant and flagship research university. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning, and academic excellence; fostering a robust research and creative scholarship enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University of Kentucky will ensure a new century of promise for the people we impact.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass Region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK's campus now covers more than 918 acres and is home to more than 30,000 students and approximately 14,500 employees, including more than 2,300 full-time faculty. UK is one of a small number of universities in the United States that has programs in agriculture, engineering, a full complement of health colleges including medicine and pharmacy, law and fine arts on a single campus, leading to groundbreaking discoveries and unique interdisciplinary collaboration. The state's flagship university consists of 17 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies, and UK's research faculty, staff and students are establishing UK as one of the nation's most prolific public research universities. UK researchers were awarded more than \$452.9 M in extramural grant and contract funding in fiscal year 2021-22. Fifty-six percent of this funding comes from agencies in the federal government (\$256M) such as the National Institutes of Health, National Science Foundation, Department of Energy, Department of Defense, and numerous other federal, state and industry sponsors. Expenditures from R&D activities at the university generate more than \$772 million in economic development across the Commonwealth of Kentucky and support more than 4,395 jobs.

With more than 50 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers, and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting research in equine diseases.

The Center for Applied Energy Research is pursuing groundbreaking discovery across the energy disciplines. CAER staff are pioneering new ways to sustainably utilize Kentucky natural resources through carbon-capture algae technology, biomass/coal to liquid products and the opening of UK's first LEED-certified research lab to support the development of Kentucky's growing alternative energy industry. Among the brightest examples of UK's investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey's robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation's highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky. The designation was renewed in 2018.

The University of Kentucky was awarded a \$20 million Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer's Disease Center. UK is one of only 22 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation's finest academic medical centers and includes the University's clinical enterprise, UK HealthCare. The 808-bed UK Albert B. Chandler Hospital and Kentucky Children's Hospital, along with 221 beds at UK Good Samaritan Hospital, are supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Since 2014, the number of patients served by the medical enterprise has nearly doubled, with over 37,000 discharges in 2021.

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country's largest robotic hybrid operating rooms and the first of its kind in the region. While our new patient care pavilion is the leading healthcare facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentucky citizens can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

As of December 1, 2022, King's Daughters Medical Center based in Ashland Kentucky officially became part of the University of Kentucky. King's Daughters Medical Center serves a 16-county region across Kentucky, Ohio, and West Virginia. Its health system is comprised of two acute-care hospitals totaling 465 licensed beds, more than 50 ambulatory centers and practice locations, a long-term care facility, medical transport company, and six urgent care centers.

UK's agenda remains committed to accelerating the University's movement toward academic excellence in all areas and gain worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building

a diverse community and its engagement with the larger society. It is all part of the University's fulfillment of our promise to Kentucky to position our state as a leader in American prosperity.

SUSTAINABILITY

Sustainability is an institution-wide priority for the University of Kentucky. We strive to ensure that all activities are ecologically sound, socially just, and economically viable, and that they will continue to be so for future generations. This commitment also prioritizes the integration of these principles in curricula, research, athletics, health care, creative works, and outreach. This principled approach to operational practices and intellectual pursuits is intended to prepare students and empower the campus community to support sustainable development in the Commonwealth and beyond. The UK Sustainability Strategic Plan guides these efforts (<https://www.uky.edu/sustainability/sustainability-strategic-plan>).

2.4 Supplier Diversity and Procurement

The University of Kentucky is committed to serve as an advocate for diverse businesses in their efforts to conduct business. Diverse Business Enterprises (DBE) consist of minority, women, disabled, veteran and disabled veteran owned business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

The University is committed to increasing the amount of goods and services acquired from businesses owned and controlled by diverse persons to 10% of all procurement expenditures. The University expects its suppliers to support and assist in this effort.

Among the University's goals for DBE participation in procurement are:

- To ensure the absence of barriers that reduce the participation of diverse suppliers
- Educate vendors on "how to" do business with the University
- Support diverse vendors seeking to do business with the University in the areas of goods, services, construction, and other areas of procurement
- Encourage participation of qualified diverse vendors by directing them to agencies that can benefit from their product or service
- Provide resources for diverse vendors
- Sponsor events to assist diverse vendors in becoming active, responsible, and responsive participants in the University's purchasing opportunities

For additional information regarding how diverse suppliers may participate in this Request for Proposal, submit any questions to the Purchasing Officer as indicated in Section 3.2 by the Deadline for Written Questions date.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	5/15/23
Deadline for Written Questions	3 p.m. Eastern Time on 5/22/23
RFP Proposals Due	3 p.m. Eastern Time on 6/22/23

3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the offeror's firm, each offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the offeror. Without the prompt information, any communication shortfall shall reside with the offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

Rebecca Purcell
Purchasing Division
University of Kentucky
322 Peterson Service Building
Lexington, KY 40506-0005
Phone: (859) 257-5479
Fax: (859) 257-1951
E-mail: rpurcell@uky.edu

All communication with the University regarding this RFP shall only be directed to the purchasing officer listed above.

3.3 Offeror Presentations

All offerors whose proposals are judged acceptable for award may be required to make a presentation to the evaluation committee.

3.4 **Preparation of Offers**

The offeror is expected to follow all specifications, terms, and conditions and instructions in this RFP.

The offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Purchasing Division website at: <https://purchasing.uky.edu/bid-and-proposal-opportunities>.

3.5 **Proposed Deviations from the RFP**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Offerors shall not submit their standard terms and conditions as exceptions to the University's General Terms and Conditions. Each exception to the University's General Terms and Conditions shall be individually addressed.

3.6 **Proposal Submission and Deadline**

Offeror must provide the following materials prior to 3 p.m. (Lexington, KY time) on the date specified in Section 3.1 and addressed to the purchasing officer listed in Section 3.2:

- **Technical Proposal:** Two (2) copies on electronic storage devices (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and two (2) printed original copies.
- **Financial Proposal:** Two (2) copies on electronic storage devices (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and two (2) printed original copies.

Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or e-mail are not acceptable.

The University of Kentucky accepts deliveries of RFPs Monday through Friday from 8 a.m. to 5 p.m. Lexington, KY time. However, RFPs must be received by 3 p.m. Lexington, KY time on the date specified on the RFP in order to be considered.

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show on the face of the envelope: the closing time and date specified, the solicitation number and the name and address of the offeror. The technical proposal shall be submitted in a sealed envelope and the financial proposal shall be submitted in a sealed envelope under separate cover. Both sealed envelopes shall have identical information on the cover, with the addition that one will state "Technical Information," and the other, "Financial Proposal."

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

3.7 Modification or Withdrawal of Offer

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

3.8 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all proposals (or parts of proposals), to waive any informalities or technicalities, to clarify any ambiguities in proposals and (unless otherwise specified) to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the University.

3.9 Rejection

Grounds for the rejection of proposals include (but shall not be limited to):

- Failure of a proposal to conform to the essential requirements of the RFP.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the offeror to sign the University RFP. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements.
- Receipt of proposal after the closing date and time specified in the RFP.

3.10 Addenda

Any addenda or instructions issued by the purchasing agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal.

No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.11 Disclosure of Offeror's Response

The RFP specifies the format, required information and general content of proposals submitted in response to this RFP. The purchasing agency will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Division, the University's administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain valid six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

3.12 Restrictions on Communications with University Staff

From the issue date of this RFP until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff or members of the board of trustees except the purchasing office representative, any University purchasing official representing the University administration, others authorized in writing by the purchasing office and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror's proposal.

3.13 Cost of Preparing Proposal

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the offerors. The University will provide no reimbursement for such costs.

3.14 Disposition of Proposals

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

3.15 Alternate Proposals

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

3.16 Questions

All questions should be submitted by either fax or e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1.

3.17 Section Titles in the RFP

Section titles used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

3.18 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

3.19 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.

3.20 Requirement To Perform Vendor Onboarding and Registration

As a condition of award, and for any renewals performed during the life of the contract, successful Contractor agrees to register their company with PaymentWorks, Inc., the University's vendor onboarding application. Registration information will be provided by the Purchasing Division as part of the award process. During the vendor registration process, successful Contractor agrees to provide any applicable information pertaining to diversity demographics for their company. Further, should any company or diversity information change during the life of the contract, successful Contractor agrees to update this information in PaymentWorks as applicable.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and, in the order, listed to facilitate the University's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that offerors use the same numbers for the following content that are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule
- Criteria 5 - Other Additional Information

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form

The Offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal offeror.

4.3 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the offeror. It shall include:

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the offeror (If no addenda have been received, a statement to that effect should be included.).
- A statement that the offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.

- A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
- A statement that identifies the confidential information as described in Section 6.23.

4.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

As part of the Executive Summary and Proposal Overview, Offeror shall submit with their response a summarized profile describing the demographic nature of their company or organization:

1. When was your organization established and/or incorporated?
2. Indicate whether your organization is classified as local, regional, national, or international.
3. Describe the size of your company in terms of number of employees, gross sales, etc.
4. Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?
5. Include other demographic information that you feel may be applicable to the Request for Proposal submission.
6. Offeror shall describe in detail their company’s commitment to diversity, equity, and inclusion. Information shall be provided as to the number of diverse individuals that the vendor employees as well as a description of vendors efforts to do business with Diverse Business Enterprises as they conduct their own business. In additional, please indicate the diversity nature of your company as well as ownership race/ethnicity.
7. Our supply chains and business partnerships are an important aspect of this work. In your proposal, please (A) provide your company’s mission and vision relative to sustainability, and (B) how your company, through services, products, and partnerships, will help the University of Kentucky advance specific elements of the Sustainability Strategic Plan.

Diverse Business Description	Check All That Apply
Minority-Owned	
Woman-Owned	
Small Business	
Veteran-Owned	
LGBTQ-Owned	
Disability-Owned Business Entity (DOBE)	
Diversity not indicated	

Race/Ethnicity	Check One
Asian	
Black/African American	
Hispanic or Latino	
Native American	
Native Hawaiian/Pacific Islander	
White	
Other	
Prefer not to say	

Reminder: To allow for efficient evaluation, please follow the below format when forming answers to proposal questions in all RFP sections:

- **Replicate or copy the exact question from the RFP into your submission**
- **Retain the original numbering sequence of the RFP questions**
- **Place your answer directly below the numbered question to which it relates**

4.5 Criteria 1 - Offeror Qualifications

The purpose of the Offeror Qualifications section is to determine the ability of the offeror to respond to this RFP. Offerors shall describe and offer evidence of their ability to meet each of the qualifications listed below.

- A. The Offeror shall describe its firm, including history, organizational structure, ownership structure, names of principals, number of employees, years in business and areas of higher education enhancement expertise. The Offeror shall describe its philosophical approach to provision of services and other factors reflecting its ability to meet the needs described in this RFP.
- B. Describe the proposed project staffing/organization and internal controls to be used during the course of an engagement. Provide resumes or bio information for the key personnel who will be assigned to a potential consultant contract, including their experience in specific components of consulting for the category(s) for which you are submitting a response. Include a historical sampling of engagements in which each key person has been involved along with the duration of each engagement. Include a written assurance that the key individuals listed and identified will perform the work and will not be substituted with other personnel without the University’s prior approval.
- C. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of a potential contract and relationships of this staff to other programs or functions of the firm. Describe your internal mechanisms to ensure oversight and involvement of your management staff in meeting University objectives.
- D. What is your firm’s turnover rate for the employees that perform this type of work? How does your firm select and train the individuals that perform this work? Identify criteria utilized by your firm in hiring and assigning staff.

- E. Describe your specific experience working in the Kentucky and surrounding states' markets, including a discussion of clients represented by the Offeror's firm whose interests may either coincide or conflict with the interests of the University.
- F. Identify backup/contingency plans in the event of employee illness, termination, additional workload, etc. Describe transition that may occur if a major project or account manager should be replaced during the course of an engagement.
- G. Has your firm or any affiliated company of the firm been engaged by the University for its operations over the past ten (10) years? If so, describe the nature of the engagement (i.e., scope of services, duration of engagement, etc.) and related outcomes.
- H. If the Offeror has had a contract terminated for default in the past five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Offeror's non-performance or poor performance, the issue of performance being either (a) not litigated due to inaction on the part of the Proposer or (b) litigated and such litigation determined that the Proposer was at fault. Submit full details of terms for default including the other party's name, address, and phone number. Present the Offeror's position on the matter. The University will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Offeror in the past five years, so indicate.
- I. Include any other information that may be of value in evaluating the Offeror's firm's qualifications.

4.6 Criteria 2 – Services Defined

The purpose of the Services Defined section is to determine how well your organization and offerings correspond with the University's environment and consulting services contracting needs.

- A. Describe in narrative form how your firm would perform the proposed services. Specifically identify the category(s) listed below that your firm proposes to perform. Based on experience with similar engagements, please describe the services that your firm can offer the University. The narrative shall be in sufficient detail to convey to the evaluation committee the Offeror's knowledge of the subjects and skills necessary to complete engagements.

Note: If your response is directed toward multiple categories, your proposal structure shall clearly delineate responses as they apply to the different categories.

1. Finance & Administration
2. Research
3. Academic
4. Facilities & Infrastructure
5. Revenue Cycle
6. Operation Analysis, Process Improvement, and Organizational Planning
7. Regulatory/Reimbursement/Governmental Cost Reporting/Payer Contracting/Dispute Resolution
8. Compliance
9. Acquisition Due Diligence and Joint Ventures
10. Integration Work for Newly Acquired Operations/Facilities

11. Real Estate Advisory Services
12. Capital Planning/Financial Advisory Services
13. Strategic Planning and Service Line Program Review and Development
14. Information Technology
15. Pharmacy Consulting
16. Facility Planning and Programming
17. Transition and Move Management
18. Transportation Services
19. Regulatory Review and Impact Analysis
20. Systems of Care/Continuum of Care Development
21. Health Information Management/Consulting Audit/DRG Validation
22. Health Professions Education Management/Organization Design/Accreditation

- B. Describe your approach to project management. Describe the methodology your firm employs to ensure successful project planning, management, control and completion, and appropriate assignment of employee resources. What factors differentiate your firm from others offering similar services?
- C. Identify any business partners which would be used by your firm and describe their role(s) and relationship to your firm. Describe whether any services would be provided by subcontractor(s) or independent contractor(s).
- D. Describe your firm's use of technology and communications with engagements that may result from this RFP. What technology resources would you employ with the University during an engagement? For example, how /when do you utilize web conferencing as a means to communicate as opposed to in-person employee visits requiring travel expenses, etc.? Do you utilize web-based reporting tools? What presentation platforms (PowerPoint, Prezi, etc.) do you commonly utilize? Describe other technology tools in use within your firm, both proprietary and non-proprietary.
- E. Describe your accounts receivable processes. How would billings for university engagements be processed in-house? Describe how you facilitate, conduct, and bill travel and related expenses.
- F. Describe ideas or methodologies that your firm employs that may produce cost savings for the University during an engagement or project. List any value-added services your firm offers that would be at no additional charge to the University.
- G. Describe the information and support that would be required from the University to carry out an engagement in the category(s) listed. What materials, information, or services would be the responsibility of the University?

4.7 Criteria 3 – Financial Proposal

The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 8.0. All financial information must be submitted in a sealed envelope under separate cover.

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

- A. The Offeror shall demonstrate past successful relationships with other university/hospital clients for which the Offeror has rendered services similar to those included in this RFP and for which your firm is responding. Three (3) or more references are required. Briefly describe the type of service provided in addition to the reference information. Provision of the required references shall constitute the Offeror's consent for the University to initiate contact with the references specifically to discuss services rendered to them by the Offeror.
- B. Describe an implementation schedule your firm would follow should you receive a contract award. Once a University Price Contract and Kentucky Personal Service contract are in place, the University will need services as they arise. How would your firm respond to this type of timely need once an engagement is initiated?

4.9 Criteria 5 – Other Additional Information

Offerors may describe any value-added services or products offered by your firm which may complement your Proposal.

Offeror shall describe in detail their company's commitment to diversity, equity and inclusion. Information shall be provided as to the number of diverse individuals that the vendor employees as well as a description of vendors efforts to do business with Diverse Business Enterprises as they conduct their own business.

5.0 EVALUATION CRITERIA PROCESS

A committee of university officials appointed by the Chief Procurement Officer will evaluate proposals and make a recommendation to the Chief Procurement Officer. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources and oral presentations (if requested).

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

Primary Criteria

- Offeror Qualifications
- Services Defined
- Financial Proposal
- Evidence of Successful Performance and Implementation

Secondary Criteria

- Other Additional Services

The University will evaluate proposals as submitted and may not notify offerors of deficiencies in their responses.

Proposals should contain responses to each of the criteria, listed in Section 4 even if the offeror's response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.

6.0 SPECIAL CONDITIONS

6.1 Contract Term

The initial contract term shall be for a three-year period, from date of award to 7/31/26. Thereafter, the contract shall automatically renew for additional two-year periods.

Either party may terminate the contract without cause with ninety-day written notice after completion of the initial three-year contract period.

After the initial three-year period, an RFP may be posted to allow additional consultants to submit proposals for consideration.

6.2 Effective Date

The effective date of the contract shall be the date upon which the parties execute it and all appropriate approvals, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

6.3 Competitive Negotiation

It is the intent of the RFP to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final Offer to the purchasing agency. All information-received prior to the cut-off time will be considered part of the offeror's Best and Final Offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

6.4 Appearance Before Committee

Any, all or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.5 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Chief Procurement Officer and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

6.6 Contractor Cooperation in Related Efforts

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and University employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by university employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The University shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

6.7 Entire Agreement

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror's response accepted by the University, shall be the entire agreement between the parties.

6.8 Governing Law

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

6.9 Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act

To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation,

and notification requirements of the Act , (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.10 Termination for Convenience

The University of Kentucky, Purchasing Division, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a "notice of termination," the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

6.11 Termination for Non-Performance

Default

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract.
- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the University may terminate the contract by giving forty-five (45) days' notice, by registered or certified mail, of its intent to cancel this contract.

6.12 Funding Out

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days' written notice of termination under this provision.

6.13 Prime Contractor Responsibility

Any contracts that may result from the RFP shall specify that the contractor(s) is/are solely responsible for fulfillment of the contract with the University.

6.14 Assignment and Subcontracting

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

6.15 Permits, Licenses, Taxes

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

6.16 Attorneys' Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the University prevails, the contractor agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.

6.17 Royalties, Patents, Copyrights and Trademarks

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the University's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

6.18 Indemnification

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys' fees of the University's attorneys), all liability of any nature or kind arising out of or relating to the Contractor's response to this RFP or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

6.19 Insurance

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

COVERAGES

Workers' Compensation
Employer's Liability
Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract
Business Automobile Liability covering owned, leased, or non-owned autos
Professional Liability (Errors & Omissions)

LIMITS

Statutory Requirements (Kentucky)
\$500,000/\$500,000/\$500,000
\$1,000,000 each occurrence
(BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate
\$1,000,000 each occurrence
(BI & PD combined)
\$3,000,000 each occurrence

The successful contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky, Purchasing Division. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-

described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers' Compensation) in favor of the University, its trustees and employees.

6.20 Method of Award

It is the intent of the University to award a contract to the qualified offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

6.21 Reciprocal Preference

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the University will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

6.22 Reports and Auditing

The University, or its duly authorized representatives, shall also have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

6.23 Confidentiality

The University recognizes an offeror's possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae, and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the offeror declares them to be proprietary in nature and not available for public disclosure, the offeror shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

The University's General Counsel shall review each offeror's information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

6.24 Conflict of Interest

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky's Ethical Principles and Code of Conduct (www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing officer identified in this RFP.

6.25 Personal Service Contract Policies

Pursuant to the Kentucky Model Procurement Code (Code), the Government Contract Review Committee (GCRC) of the Kentucky General Assembly may establish policies that govern personal service contracts. Under the Code, a personal service contract is an agreement whereby an individual, firm, partnership or corporation is to perform certain services requiring professional skill or professional judgment for a specified period of time at an agreed upon price.

A. Professional Service Rate Schedules:

The GCRC has established rate schedules for certain professional services and may impact any contract established under the Code. These rate schedules are located on the GCRC website at the following link: <https://apps.legislature.ky.gov/moreinfo/contracts/homepage.html>. Access/click the dropdown menu within the web page for the rates information.

B. Invoicing of Personal Service Contracts:

The Kentucky Model Procurement Code was recently amended to establish conditions for invoicing for fees for personal service contracts. It states, "No payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice on a form established by the committee." The Government Contract Review Committee has adopted a personal service contract invoice form that must be submitted as a condition of payment. A copy of the form is located on the GCRC website at: <https://apps.legislature.ky.gov/moreinfo/contracts/PSC%20INVOICE%20FORM.pdf>.

6.26 University Brand Standards

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at <http://www.uky.edu/prmarketing/brand-standards>. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.

Graphics standards for the UK HealthCare areas are governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: <https://ukhealthcare.uky.edu/staff/brand-strategy>.

Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities' laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.0, and for purposes of this agreement WCAG 2.0 Level AA compliance is expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services in a timely manner and provide an updated version to university at no cost. If deficiencies are identified, University reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

Where any customized web services are provided, Contractor represents that it has reviewed the University's Web Policy and all products or services will comply with its published standards.

Contractor will provide University with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure the University that the products or services are fully compliant with current requirements.

6.27 Printing Statutes

The purchase of printing services for all state agencies is governed by Chapter 57 of the Kentucky Revised Statutes. Specifically, all printing must be awarded to the lowest responsive bidder and approved by the Governor of Kentucky. In compliance with these statutes, all printing must be provided by a contract established by the Purchasing Division.

6.28 FERPA

Successful Contractor(s) acknowledges that it will have access to information on students that is subject to the confidentiality and disclosure restrictions required by FERPA. Contractor agrees that it shall fully comply with all FERPA use and access restrictions that are applicable to this contract, including but not limited to the restrictions set out in 34 CFR 99. 31 and 33. Specifically, in performance of its duties, successful Contractor shall protect data and ensure it is not subject to further disclosure or use. Access shall be strictly restricted to its employees who require access to perform the duties described herein. Successful Contractor shall employ technological access

controls to both secure the data from third parties and ensure that it employs effective internal restrictions for access to the records to ensure access and use is limited to the duties described in this agreement.

6.29 Corporate Compliance

The Offeror represents and warrants that it is not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. section 1320a- 7b(f) or in any other government payment program. In the event that successful contractor is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of this agreement, they will notify UKHC Office of Compliance, A301 KY Clinic, Lexington Kentucky 40536 in writing, by certified mail within 72 hours after notice is given, the University of Kentucky shall immediately terminate this agreement upon written notice to the successful contractor.

The Offeror represents and warrants that it is aware that UKMC operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates 24 hours, seven day a week compliance Comply-line. The Offeror has been informed that a copy of the UKCMC compliance plan is on file in the purchasing office and can be reviewed by during normal business hours.

Successful contractor acknowledges that any violation of said compliance plan can at the sole discretion of the University of Kentucky result in the immediate termination of this Agreement upon written notice to them. Successful contractor recognizes that it is under an affirmative obligation to immediately report to UKCMC's Corporate Compliance Officer (through the Comply-line 1-887-898-6072), in writing, or directly (859) 323-8002, any actions by an agent or employee of UKCMC which Bidder(s) believes, in good faith, violates any ethical, professional, or legal standard.

Further information regarding the University's Corporate Compliance program can be found at: <http://ukhealthcare.uky.edu/staff/corporate-compliance/policy-manual>.

6.30 HIPAA/BAA Amendment

Successful contractor(s) will be required to comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA). University of Kentucky master HIPAA/BAA amendment is attached as Attachment A and will become an integral part of any agreement. Attachment A must be completed, signed, and returned with Offeror's proposal submission

6.31 Payment Terms

The University adheres to a strategic approach regarding payables management based on risk minimization, processing costs, and industry best practices. As such, suppliers and individuals doing business with the University will be paid based on the following protocol:

1. The University utilizes Payment Plus (e-payables) as its primary default form of payment. By enrolling in Payment Plus, suppliers can receive payments immediately (all invoices will be paid immediately upon confirmation of goods receipt and invoice). The process is electronic and the supplier receives real-time payment notices. Additional information regarding

Payment Plus (and enrollment form) can be found at: <https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form>.

2. Payments by check. Payment terms for check payments are Net-30.
3. Individuals receiving payments from the University that require ACH direct payments will only be processed under special circumstances as approved by the Controller’s office. Payment terms for ACH are Net-40.

6.32 Extending Contract

The Offeror’s response to this RFP must state whether or not the Offeror will permit the use of this contract by other Universities, state agencies, public and private entities. An answer to this issue should be submitted within the response.

6.33 E&I

The University of Kentucky is a member of Educational & Institutional Cooperative Services, Inc. (E&I). E&I is a member-owned non-profit sourcing cooperative serving nearly 5000 educational communities and related institutions throughout the United States, such as four-year colleges, universities, junior or community colleges, nonprofit teaching healthcare facilities affiliated with a university, technical or vocational schools, and private, public or charter schools providing educational programming for students in the primary and secondary grades. E&I currently maintains a large and robust portfolio of contracts. Learn more about E&I by visiting their web site at www.eandi.org.

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement through E&I, if authorized by the awarded Contractor(s). Participation in this cooperative procurement is voluntary. If authorized by the Supplier(s), the resultant contract(s) will be extended to members of E&I to purchase goods and services in accordance with contract terms. E&I may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies and business goals required by E&I, including a negotiated Contract Administrative Fee and reporting requirements. Any such modifications will apply solely between E&I and the Supplier.

Proposer shall affirm within their proposal their willingness to work with E&I to allow for cooperative procurement through this solicitation and potential awarded contract.

Affirmation: YES _____ NO _____

Authorized signature _____

Title _____

Company _____

7.0 SCOPE OF SERVICES

7.1 Detailed Services Defined

For purposes of this RFP only, below are definitions for each service listed. Since the resultant contract(s) will be for Consulting Services on an as-needed basis, and for needs that may arise from unknown events during the duration of the contracts, Detailed Services Defined for this RFP are general in nature.

1. Finance & Administration-Service categories such as, but not limited to, the following:

- Acquisition Due Diligence and Joint Ventures
- Asset Monetization
- Auxiliaries
- Budget and Funding Models Strategy and Development
- Capital Planning/Financial Advisory Services
- Compliance
- Consulting Audits
- Corporate/Business Engagement, Partnerships
- Credit Analysis
- Debt Capacity
- Human Resources and Benefits
- Institutional Equity
- Operation Analysis, Process Improvement and Organizational Planning
- Parking and Transportation Services
- Procurement
- Public Private Partnership Structures
- Public Safety
- Regulatory Review and Impact Analysis
- Retail Specialists
- Revenue Cycle & Growth
- Strategic Planning
- Town/Gown Issues
- Treasury Services

2. Research-Service categories such as, but not limited to, the following:

- DHHS Rates
- Governmental Cost Reports
- Patent Issues
- Regulatory Reviews
- Research Administration
- Research Productivity and Space Allocation
- Sponsored Research – Sourcing Partners
- Technology Transfer – Commercialization Review, Marketing Licenses, Subject Matter Experts in Technology Fields

3. Academic-Service categories such as, but not limited to, the following:
 - Scholarship, Financial Aid and Net Tuition Strategies
 - Student Services
 - Institutional Assessment and Student Persistence Practices
 - Student Retention, Persistence, and Achievement

4. Facilities & Infrastructure-Service categories such as, but not limited to, the following:
 - Energy Conservation
 - Facility Master Planning and Programming
 - Integration Work for Newly Acquired Operations/Facilities
 - Landscape Planning and Grounds Maintenance Strategy
 - Physical Plant Master Plan Strategy and Management
 - Real Estate Acquisitions – Commercial / Neighborhood Redevelopment
 - Sustainability Planning and Operations

5. Revenue Cycle - Projects impacting revenue opportunities for the organization, the College of Medicine and Graduate Medical Education, e.g., access, documentation, coding, charge capture, CDM, billing and collections, revenue enhancement.

6. Operation Analysis, Process Improvement, and Organizational Planning - Projects providing expert advice in hospital and/or professional services in a clinical setting. Projects may include specific service throughput, operational efficiency, standardizations, and other services, such as:
 - Identification of operational and performance improvement opportunities through application of analytical tools such as LEAN.
 - Analysis of business practices and changes that may be required based on operational needs resulting from Patient Care Facility (PCF) and technology changes.
 - Documentation of system, personnel, and technology changes that will be required to optimize resources, improve services, or enhance customer satisfaction.
 - Capacity and demand analysis and modeling based on current and projected service demand.
 - Provide staff training and oversight regarding the University's practices including transfer of knowledge to UK Staff
 - Ongoing analyses as may be required for specific assignments.
 - Written reports and presentations.
 - Additional supply chain operational analysis.

7. Regulatory / Reimbursement / Governmental Cost Reporting / Payer Contracting / Dispute Resolution, including single provider and multi-provider issues/status - Projects involving assistance with completion or expertise in advising with reimbursement issues.

8. Compliance - Projects involving assuring all University operations are conforming to all federal and state regulatory requirements.
9. Acquisition Due Diligence and Joint Ventures - Consulting services related to the analysis of risk/opportunity and the valuation of potential acquisition targets, to include joint ventures.
10. Integration Work for Newly Acquired Operations/Facilities - Projects may include specific service throughput, operational efficiency, and standardizations. Also, services related to the integration of acquired operations to include, but not limited to, the following:
 - Information services
 - Revenue cycle
 - Clinical policy and process
 - HR/Personnel
 - Supply Chain
 - Finance
 - Operational systems
11. Real Estate Advisory Services - Advisory service related to site selection, land and building acquisition, property leasing, property disposition, property development, public private real estate partnerships, and the valuation/financing of these transactions.
12. Capital Planning / Financial Advisory Services - Advisory services related to the development/refinement of the capital planning and approval process, long-range forecasting/financial plan and consulting related to debt financing of major initiatives, acquisitions, and construction projects. Also, services including long-term capital planning, capital financing strategies, and facility strategies (short and long term).
13. Strategic Planning and Service Line Program Review and Development - Consulting related to the definition and development of the long-term vision/ tactical plan of the healthcare enterprise and the allocation of resources required to achieve the stated goals. Review and/or develop and/or implementation of strategic initiatives and tactics for specific service lines and program to ensure optimal performance and growth. Assist in the review and/or develop and/or implementation of strategic marketing initiatives and tactics for specific service lines to ensure optimal performance and growth.
14. Information Technology Consulting - Services could include advising UK as to how to use information technology to meet its overall business and organizational goals. May include strategy development, project scoping and planning, business process and system design, project management support, network design, enterprise architecture, information and data strategy, IT security, systems implementation, and risk mitigation and management. Consulting services may be needed for systems modernization and optimization, disaster recovery planning, cloud computing, maintenance, and support, etc.

15. Pharmacy Consulting – Services may relate to clinical education, regulatory compliance, cost- containment, advise on trends, medication utilization, generation of cost savings, survey preparation and support, development and implementation of action plans, pediatric or geriatric medications, system integration, technology and automation, operations efficiencies, customized business plans and site assessments, 340B program, clinical program development and implementation, outpatient/retail operations.
16. Facility Planning and Programming - Assistance may be required for further development or refinement of facility and/or program plans.
- Develop requirements documents, and technical specifications for interfaces, enhancement, reports, and conversions of existing spaces.
 - Develop or modify enhancements to the Master Facility Plan.
 - Provide additional specific consultation regarding individual components within spaces, current or future.
 - Capacity and Demand Modeling to support analysis and recommendations.
 - Write reports and prepare documents for presentation.
 - Provide benchmarking documentation to support functional or space programming.
 - Provide knowledge transfer to UK staff.
17. Transition and Move Management - Consulting services may potentially include or relate to:
- Identification of facility impact analysis regarding short term business and operational changes required to stage and execute successful occupancy of facilities.
 - Development and execution of a Specific Action Plan including, but not limited to, the following:
 - Services related to facility preparation post-construction/pre-occupancy.
 - Policy and procedure modifications (facility and selective departmental).
 - Equipment testing.
 - Staff orientation and training.
 - Culture change analysis, planning, and intervention.
 - Move preparation, management, and oversight.
 - Coordination with post-occupancy follow-up based on Action Plans.
 - Written reports and presentations.
18. Transportation Services – Consulting services may potentially include or relate to:
- Shuttle bus programs relating to the current or future parking points and destination points within the Medical Center Campus.
 - Assistance in specifying and securing buses and equipment to operate programs.
 - Oversight of operations of the program to assure compliance with business plan and service expectations. This will include identification of refinements and improvement recommendations and implementation.
 - Completion of written reports and presentation based on services provided.

19. Regulatory Review and Impact Analysis - Review new and revised regulatory requirements at Federal and/or State level and determine financial and/or operational impact on organization; develop recommendations of actions needed to operationalize changes.
20. Systems of Care / Continuum of Care Development - Assessment of regional continuum of care with identification of strengths and gaps. Integration planning with external providers (intake process, discharge planning, patient information sharing and communications, coordinated medical management across the continuum, etc.)
21. Health Information Management / Consulting Audit / DRG Validation - Review coded patient records for compliance and accuracy. Projects may also involve documentation improvement, education and process improvement.
22. Health Professions Education Management/Organization Design/Accreditation-economic impact, feasibility, strategic planning, and market research studies. Advisement on program re- accreditations (i.e., LCME, CLER, etc.), organization design and development, curriculum changes and impact analysis, faculty productivity and distribution of effort management.

Preparation and Execution of Engagements by Successful Offeror(s)

After award of the University Price Contract and execution of the Kentucky Personal Service Contract, successful offeror(s) will be contacted by the University to establish engagements as needs arise and at the discretion of UK senior management staff. The University Price Contract, when executed, shall serve as a Master Agreement between the parties and shall govern over individual Statements of Work executed thereunder. All decisions shall be made by UK as to choice of Contractor, services to be utilized, depth of engagement, etc. The following serves as an outline of the engagement process:

1. Firm contacted by UK to engage for services or request information regarding an engagement.
2. Firm shall provide a written Statement of Work including pricing based on estimated number of hours and types of work to be performed. All pricing within the engagement shall follow the contract pricing structure which results from the contract award. A successful Contractor may not charge higher rates than allowed within their contract pricing structure.
3. If the University proceeds with an engagement, UK will notify the Contractor in writing and with the issuance of an official University purchase order. All aspects of the engagement shall be coordinated and approved by UK during the process. Any changes in services or increases in engagement amounts shall be approved in writing.
4. Successful Contractor shall invoice after services are satisfactorily rendered using the assigned University purchase order number. The invoice shall contain the itemized services provided during the engagement aligned with their contract pricing. The invoice should be formed in such a way to match the contractor's pricing structure for auditing purposes. All travel expenses are to be itemized by date: breakfast, lunch, dinner, room, etc. Any invoices with inaccurate or incorrect pricing will be short-paid or returned to the Contractor for correction and resubmission.

Other Requirements

1. Neither the Offeror nor any of its personnel rendering services described within this RFP shall have been sanctioned by Medicare, Medicaid, or other similar programs or by any pertinent professional licensing board.
2. All personnel rendering services shall be, if applicable, duly licensed, certified and registered in the Commonwealth of Kentucky to perform the functions described within this RFP.
3. Any Offeror proprietary agreements, that may be affiliated with a contract if awarded, shall be provided with submission of the Offeror's proposal. This may include software agreements, Service Level Agreements (SLAs), etc. that may be applicable to the Offeror's proposal and any subsequent contract awarded.

Important: The University Price Contract, when executed, shall serve as a Master Agreement between the parties and shall govern over individual Statements of Work executed thereunder. In event of conflicts, in no such case shall terms and conditions within Statements of Work supersede or govern over terms and conditions of the University Price Contract (Master Agreement). Any such wording shall be considered null and void.

7.2 Optional Services

Offeror may provide information regarding any optional services offered by their firm which may be related to this Request for Proposals. Any pricing information regarding the optional services should be listed within Offeror's Financial Proposal.

8.0 FINANCIAL OFFER SUMMARY

Offerors are to provide a fixed price for the services offered.

For services rendered by successful offeror(s) pursuant to a contract awarded from this RFP, the University will make payments based on hourly rates plus reimbursements, in accordance with the Fee Schedule of rates listed herein.

8.1 Fee Schedule

Level 1 rates are for the support staff required based on specific projects engagements. Level 2 rates are based on minimum qualifications of three years' experience in the specialized area. Level 3 rates are based on minimum qualifications of five years' experience in the specialized area. All responses shall be listed on a per-hour basis. Out-of-pocket expenses will be paid based on standard University policies and practices.

<u>Level of Staff (or equivalent)</u>	<u>Level 1 (Support Staff Only)</u>	<u>Level 2 (3 yrs.)</u>	<u>Level 3 (5+ yrs.)</u>
Principal	\$ _____	\$ _____	\$ _____
Associate Principal	\$ _____	\$ _____	\$ _____
Senior Consultant	\$ _____	\$ _____	\$ _____
Consultant	\$ _____	\$ _____	\$ _____
Senior Analyst	\$ _____	\$ _____	\$ _____
Analyst	\$ _____	\$ _____	\$ _____
Subject Matter Expert	\$ _____	\$ _____	\$ _____
Trainer	\$ _____	\$ _____	\$ _____
Manager	\$ _____	\$ _____	\$ _____
Administrative Assistant	\$ _____	\$ _____	\$ _____
Other (List specific)			
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

There shall be no additional charge for overhead or profit, or for overtime.

Successful offeror(s) is expected to use personnel appropriate for the assigned project. If personnel with higher qualifications than required are used, the contract rate utilized shall be that appropriate for the job rather than a rate that the personnel might be entitled to for work requiring their additional qualifications. See below for additional conditions as they may relate to reimbursements.

8.2 **Reimbursements**

Offeror(s) shall include a statement or outline within their proposal reflecting their firm's general policy regarding travel and reimbursement requests for the University's consideration.

Successful Contractor(s) shall be paid for no travel expenses unless and except as specifically authorized by the University.

Successful Contractor(s) shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized by the University.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Requests for payment of same shall be processed upon receipt from the successful Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the University of Kentucky.

Reimbursements submitted by successful contractors regarding Statements of Work are subject to Kentucky state travel regulations:

<https://apps.legislature.ky.gov/law/kar/titles/200/002/006/>.

- Travel by Automobile State Travel Regulations
- Subsistence (Room and Board) State Government Travel Regulations
- Other Expenses as Determined/Approved by the University Actual Cost

Visit the following web site for additional information:

Conditions:

Relative to portal-to-portal pay and travel expenses, the following conditions shall prevail:

- Payment may be requested for actual time spent on behalf of the University, including travel time, at the price contract hourly rates.
- If the hourly rate is paid for travel time, travel (automobile/pick-up mileage cost) expenses shall not be claimed, except for overnight lodging when at the convenience of the contractor.
- If the hourly rate is not paid for travel time, travel expenses (automobile/pick-up mileage cost) shall be claimed in accordance with state travel regulations. Subsistence includes meals, room, taxes, and tips. The University will reimburse for actual costs, but not to exceed state travel regulations.

Travel Guidelines:

If travel includes overnight lodging and the employee leaves for their destination before 6:30 a.m. they receive all of the above subsistence. The next day after overnight lodging, the employee receives breakfast and lunch if the employee returns after 2 p.m.

If travel is a one-day event and the employee leaves their destination before 6:00 a.m. and returns to their destination before 9:00 p.m. they do not qualify for a subsistence payment.

If travel is a one-day event and the employee leaves their destination before 6:00 a.m. and returns to their destination after 9:00 p.m. they qualify for dinner.

If travel is on an 8:00 a.m. until 4:30 p.m. basis, they do not qualify for subsistence.

Lodging shall be the most economical, as determined by considering location of the lodging. Facilities providing special, government rates or commercial rates shall be used if feasible. State owned facilities shall be used for meetings and lodging if available, practicable and economical. Cost for lodging within forty (40) miles of the claimant's official workstation or home shall not be reimbursed. Reimbursement for lodging shall not exceed the cost of a single room rate.

Airline travel: Commercial airline travel shall be the lowest negotiated coach or tourist class. Additional expense for first-class travel shall not be reimbursed by the University.

All travel expenses are to be itemized by date: breakfast, lunch, dinner, room, etc.

Cost identified as "other costs" are to be pre-approved and itemized.

The successful contractor shall keep an accurate record of time and expenses on each assignment and such records shall be accessible to the University for examination upon request.

8.3 Alternate Pricing

In addition to the above financial offer, the offeror may submit alternative financial proposals, however the information requested above shall be supplied and will be used for proposal evaluation purposes.

Additional Financial Commitment

In addition to the financial offers, please propose a financial commitment to assist the University. Options may include a signing bonus, scholarships, internships, commitment to hire University Graduates.