



UNIVERSITY  
OF KENTUCKY

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# Purchasing Division

Request for Proposal

UK-2365-24

Proposal Due Date – July 7, 2023

On-Demand Ridesharing Technology Platform



# 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-2365-24**

**Issue Date: June 26, 2023**

**Title: On-Demand Ridesharing Technology Platform**

**Purchasing Officer: Randy Bartley**

**Phone: 859-257-6759**

**RETURN ORIGINAL COPY OF PROPOSAL TO:**

**UNIVERSITY OF KENTUCKY**

**PURCHASING DIVISION**

**411 S LIMESTONE**

**ROOM 322 PETERSON SERVICE BLDG.**

**LEXINGTON, KY 40506-0005**

**IMPORTANT: PROPOSALS MUST BE RECEIVED BY: July 7, 2023 at 3 P.M. LEXINGTON, KY TIME.**

NOTICE OF REQUIREMENTS

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at <https://purchasing.uky.edu/bid-and-proposal-opportunities>, apply to this RFP. When the RFP includes construction services, the University's General Conditions and Special Conditions for Construction and Instructions to Bidders, viewable at <https://purchasing.uky.edu/bid-and-proposal-opportunities>, apply to the RFP.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. 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.
4. 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:

1. 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);
2. 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;
3. 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;
4. 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;
5. 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;
6. 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.

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

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

The term "flat-rate discount" refers to a predefined fix price that the University agrees to pay toward the total cost of an eligible ride.

The term "Kentucky Wildcab" ("Wildcab") refers to the University's existing free late-night on-demand transportation service.

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 "pooled ride" means a ride which may be shared between multiple individuals independently requesting a ride, if the ride sharing services determines that pooling these rides provides the most efficient deployment of transportation resources.

The term "private ride" means a ride which is provided from point of origin to destination for only the individual requesting the ride and their guests, up to the maximum occupancy of the rideshare vehicle.

The term "program" means the University of Kentucky Transportation Services late-night on-demand student discounted rideshare transportation program.

The term "program administrator" means the University employee responsible for program implementation, administration, and oversight. This individual will be the primary day-to-day contact between the Contractor and the University.

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 “riders” refers to eligible University of Kentucky students when actively using the service.

The term “rideshare” means an automobile trip requested by a passenger using a smartphone enabled application which matches passengers with available drivers within pre-defined parameters.

The term "solicitation" means RFP.

The term “students” means registered University of Kentucky students.

The term “Transportation Network Company” or “TNC” means a company that provides on-demand transportation services for compensation using an online-enabled application or platform (such as smart phone applications) to connect drivers using their personal vehicles with passengers.

The term “UKTS” means University of Kentucky Transportation Services.

The term "University" means University of Kentucky.

## 2.0 GENERAL OVERVIEW

### 2.1 Intent and Scope

The University of Kentucky (University) is soliciting proposals in response to this Request for Proposal from qualified vendors to provide on-demand ride sharing services that will be fully operational by August 17, 2023.

University of Kentucky Transportation Services (UKTS) desires to offer flat-rate discounted late-night on-demand transportation program (Program) to provide University students (Students) with a safe, affordable, and convenient late-night transportation option.

The successful offeror must be a reliable and reputable industry leading real-time demand-response rideshare provider with a successful history of providing similar service to other large urban universities. The rideshare program must provide a smartphone-based application which provides a simple user interface allowing riders to easily hail a ride, efficiently dispatches drivers, and provides timely rides during the established program service hours and between destinations within a predefined geographic boundary and at a flat-rate discounted fee, to be paid by the University.

The required services and performance conditions are described in more detail in Section 7.0, Scope of Services.

### 2.2 Background Information

University of Kentucky Transportation Services is responsible for providing parking options, promoting commuting alternatives, and facilitates intra-campus mobility for the University of Kentucky campus community.

Since 2016, the UKTS has utilized a third-party technology platform to manage a self-operated late night on-demand ridesharing service, Kentucky Wildcab. Wildcab has been managed by UKTS and operated by student employee drivers and dispatchers over the past seven academic years.

Wildcab has been well received and has proved to be a valuable and desirable safety resource for students. After steady growth over its first three years, ridership has waned somewhat since spring 2020. Several factors have likely contributed to this decreased usage, including the onset of the COVID-19 pandemic, extended wait times and unreliability during peak demand periods, technology platform limitations, and user interface frustrations. Meanwhile, Wildcab operational costs have more than doubled since the program's inception. These factors led to a reevaluation of Program effectiveness and ultimately a decision to transition from a self-operated free rideshare service to a flat rate discounted rideshare service operated by a reputable TNC partner.

Goals for this program are defined as follows:

- expand the number of unique users utilizing late-night safe ridesharing services,
- increase service predictability and responsiveness while limiting user wait times,
- more efficiently and cost effectively respond to the peaks and valleys of the University's rideshare demand, and
- leverage brand recognition of an industry leading TNC to increase program awareness and service adoption.



## 2.3 University Information

Upon his arrival in 2011, President Eli Capilouto set 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 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 help ensure a Kentucky tomorrow that is healthier, wealthier and wiser than it is today.

Our mission is to advance Kentucky.

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 900 acres. The university enrolled more than 32,000 students in Fall 2022 and has approximately 25,000 employees, including nearly 3,000 full-time faculty.

UK is one of a small number of universities in the United States that has programs in agriculture, engineering, law, fine arts and a full complement of health colleges including medicine and pharmacy, on a single campus alongside an academic health system, leading to groundbreaking discoveries and unique interdisciplinary collaboration.

The state's flagship university consists of 18 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; Honors; 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. 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 million in extramural grant and contract funding in fiscal year 2022. Fifty-six percent of this funding comes from agencies in the federal government (\$256 million) 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 research and development (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 70 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 equine disease research.

The Center for Applied Energy Research (CAER) is internationally recognized for research in algae for carbon dioxide clean up, carbon materials, concrete and cement, emissions control in utilities, energy policy, fuels research, hydrogen, materials characterization and plant optimization.

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.

Both CAER and Markey are cornerstones of seven Research Priority Areas (RPAs) at the University of Kentucky. These areas — chosen based on local relevance, existing funding strength, sustainability and disciplinary scholarly diversity — focus UK's top research talent on the most pressing challenges confronting our state.

The University of Kentucky is the recipient of a 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 29 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. Licensed for 965 beds across UK Albert B. Chandler Hospital, Kentucky Children's Hospital and UK Good Samaritan Hospital, the system is 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 more than 38,000 discharges in 2022.

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 the new patient care pavilion is the leading health care facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentuckians 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 composed 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 academic excellence in all areas and gaining 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. This commitment is all part of the university's mission as a 21st century flagship and land-grant research university. From its Nobel Laureates to cutting-edge work in addressing health disparities, and from the artistic wonders that stir souls to our scientific creativity that inspires minds, UK seeks a brighter future through the contributions of our faculty, staff, students and alumni.

We are the University of Kentucky. We are committed to advancing Kentucky in everything that we do.

## **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	<a href="#">June 26, 2023</a>
RFP Proposals Due	3 p.m. Eastern Time on <a href="#">July 7, 2023</a>

\*projected dates

#### 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:

Mr. Randy Bartley  
 Purchasing Division  
 University of Kentucky  
 322 Peterson Service Building  
 Lexington, KY 40506-0005  
 Phone: (859) 257-6759  
 Fax: (859) 257-1951  
 E-mail: [randy.bartley@uky.edu](mailto:randy.bartley@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, 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.

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

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

**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 should describe and offer evidence of their ability to meet each of the qualifications listed below.

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.

**4.6 Criteria 2 – Services Defined**

Offerors shall present an innovative, well-conceived and comprehensive proposal that establishes that they clearly understand the University's overall intent. Offerors should succinctly describe their proposed approach for addressing each of the sections within the scope of services and their ability to meet the University's required implementation date of August 17, 2023.

Offerors shall specify any deviations, exceptions, exclusions or requested changes that the Offeror has to the University's Scope of Services as detailed in Section 7. Additionally, Offerors shall specifically detail any work requirements that will be the obligation 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**

The Offeror shall include a brief description of the Offeror's and any sub-Offeror's previous experience on similar or related projects. Provide descriptions of pertinent experience with other similarly sized and positioned public universities, municipalities or healthcare campuses that includes a summary of the work performed, the period of the sample projects, and the name, title, and phone number of client's to be contacted for references. Give a brief statement of the Offeror's adherence to the schedule and budget for the project. Implementation is paramount. The Implementation must be complete no later than August 17, 2023.

The Offeror should also include experience within the Lexington, Kentucky rideshare market, including average ride volume on a typical Thursday, Friday, and Saturday, as well as peak ride volume experienced in the past 12 months. Additionally, include how many drivers are currently operating in Lexington market, and describe your firm's experience increasing service capacity in advance of a similar university partnership implementation.

**4.9 Criteria 5 – Other Additional Information**

Please provide any additional information that the offeror feels should be considered when evaluating their proposal.

The offeror may present any creative approaches that might be appropriate. The offeror may also provide supporting documentation that would be pertinent to this RFP.

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 must 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 contract resulting from this RFP shall be effective for one (1) year from the date of award and is renewable for up to four (4) additional one-year renewal periods. The total contract period will not exceed five (5) years. Annual renewal shall be contingent upon the University's satisfaction with the services performed.

### **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  
 Cyber Liability

**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)  
 \$1,000,000

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**

Contractor shall provide a quarterly report to the University of all product(s) and/or service(s) based on an Excel template provided by the Purchasing Division. The template will require basic line item order information to include, but not limited to: purchase transaction date, purchase order number, product/catalog number, description, UOM, price each, extended price, invoice number, etc. The Excel reporting template is available upon request from the Purchasing Division and is subject to change. The Excel template provided by the Purchasing Division is the only reporting format that may be used; Contractor-submitted reports based on internal reporting or templates will not be accepted. The reporting date structure shall follow the below outline and begin with the quarter in which the contract is executed. The date of the purchase order (or other transaction type that may be used with the Contractor (e.g., procurement card)) shall determine the quarter in which the transaction is to be reported.

In addition to the aforementioned quarterly reporting of goods and services, contractors are also required to report summary dollar amounts of goods and services sold to the University via the resulting contract and originating from diversity Tier 2 or subcontractors affiliated with company. Quarterly reports for Tier 2 diverse suppliers/subcontractors must accompany the standard quarterly report requirement. Due to the broad array of diversity reporting utilized, the University does not require specific classifications of diverse purchases; the successful contractor may report Tier 2 purchase amounts as produced by their information systems and with sub-classifications as they are available. If the successful contractor does not have any Tier 2 reporting for diverse suppliers to accompany their quarterly report submissions, they must indicate this when submitting their standard quarterly reports.

FY Quarter 1 report for purchases dated July 1 through September 30	Quarterly report due October 20
FY Quarter 2 report for purchases dated October 1 through December 31	Quarterly report due January 20
FY Quarter 3 report for purchases dated January 1 through March 31	Quarterly report due April 20
FY Quarter 4 report for purchases dated April 1 through June 30	Quarterly report due July 20

Report headers shall also be completed with the Contractor's name, contract number, and reporting period.

Reports can be submitted via email to [UKPurchasing@uky.edu](mailto:UKPurchasing@uky.edu) based by the deadline(s) listed herein.

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.

In the event that successful Contractor(s) does not meet the reporting requirements based on the terms and conditions herein, the contract is subject to cancellation or termination.

### **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](http://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 Copyright Ownership and Title to Designs and Copy**

The contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, belongs to and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not

specified, the contractor shall return all such items to the appropriate University department within one week of delivery.

### **6.27 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.

### **6.28 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.

### **6.29 Requirement for Contract Administration Fee**

As a condition of award, successful Contractor(s) shall provide a contract administration fee to the University for all goods and/or services provided under the resultant contract. The fee shall be on a

quarterly basis and shall be equivalent to 2% of the aggregate net value of goods/services sold to the University, exclusive of freight charges.

The fee shall be reported and paid within 30 calendar days of the end of conventional calendar quarters ending March 31, June 30, September 30, and December 31 of each year. The fee applies to orders which have been successfully delivered/installed and invoiced in the previous quarter. Fees shall be paid in the form of a check made payable to the University of Kentucky and shall be delivered to the Purchasing Division, Room 322 Peterson Service Building, 411 S. Limestone, Lexington, Kentucky 40506-0005. Each fee payment must be accompanied by a statement indicating the referenced University price contract to which it applies and indicate the aggregate value of goods/services provided and invoiced during the quarter, the fee percentage applied, and the net amount of the quarterly payment. If any errors are found in the report or calculations as determined by University, the successful Contractor shall correct immediately upon notification.

The successful Contractor(s) may extend the pricing, terms, and/or conditions of this contract to other universities, state agencies, and public and private institutions, with prior approval of the University of Kentucky. The successful Contractor(s) will pay the University of Kentucky a contract administration fee of two (2) % of goods/services provided and invoiced during the quarter. The fee shall be reported and paid within 30 calendar days of the end of conventional calendar quarters ending March 31, June 30, September 30, and December 31 of each year. The fees shall be in the form of a check made payable to the University of Kentucky and shall be delivered to the Purchasing Division, Room 322 Peterson Service Building, 411 S. Limestone, Lexington, Kentucky 40506-0005.

The successful Contractor must notify the Contracting Officer when the resultant contract is utilized by other universities, state agencies, and public and private institutions in Kentucky.

In the event that successful Contractor(s) does not provide the quarterly payment based on the terms and conditions herein, the contract is subject to cancellation or termination.

### **6.30 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.

**6.31** **FERPA**

Contractor 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, 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. 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.



## 7.0 SCOPE OF SERVICES

### 7.1 Detailed Services Defined

UKTS desires to offer flat-rate discounted late-night on-demand transportation program to provide University students with a safe, affordable, and convenient late-night transportation option. Offerors should be a reliable and reputable industry leading real-time demand-response rideshare firms which utilize smartphone-based interface for ride hailing, efficiently dispatches drivers, and provides timely rides during the established program service hours and between destinations within a predefined geographic boundary.

The University has established a \$350,000 budget for the first year of this service with the ability to add additional funds if the popularity of this program outpaces our initial expectations. We anticipate, however, that adoption of this service may take time to build, and actual usage may not initially reach our budgetary targets.

UKTS, in close partnership with the Contractor, will closely monitor and evaluate data to identify trends and opportunities. Various program parameters may be adjusted throughout the term of this agreement to ensure financial exposure remains in line with our financial commitment. These parameters include hours of operation, geographic boundaries, flat-rate discounted ride subsidy amount, and number of discounted rides available per student. Each of these are described in more detail below.

1. Hours of Operation:

The Program will operate Thursday, Friday, and Saturday night from 11:00 p.m. to 3:00 a.m. during the fall and spring academic semesters, excluding winter break and summer break periods, as detailed in Appendix A: Service Calendar.

2. Geographic Boundaries:

- a. The Program will operate within the geographic boundaries as defined in Appendix B. All rides must both originate and end within this geographic area to be eligible for the fixed price discount.
- b. The service area shall be modified during and immediately after home UK Football games as defined in Appendix B, and capable of being modified during severe or inclement weather, or other unanticipated events as directed by University or emergency officials.

3. Flat-Rate Discounted Ride Subsidy:

- a. The University agrees to subsidize each eligible Program ride by a maximum flat rate of \$6, excluding any fees (e.g., cancellation fees, damages, etc.). Fees, as well as trip charges exceeding \$6, shall be the sole financial obligation of the Rider.
- b. Tips or gratuities are optional and are the financial responsibility of the Rider.
- c. The Contractor may only accept electronic payment for the Rider's portion of eligible rides so that there is no exchange of funds between the rider and a driver.
- d. The amount of the per ride flat rate discount subsidy may be adjusted by the University from time to time at its sole discretion upon written request by the University Program Administrator.
- e. Any service provided outside of the scope of the agreement will be provided at the expense of the person(s) requesting the ride and covered under any applicable laws.

4. Program Eligibility and Registration:
  - a. The Program is available to all University of Kentucky Students. The Contractor should be capable of supporting the University single sign-on platform (shibboleth) or provide a reasonable and timely integration solution to restrict access to discounted ridesharing services to only University students.
  - b. To this end, the Contractor should work with University's Information Technology Services to verify Riders' eligibility to participate in the Program based on information provided by University. Contractor will issue and apply credits ("Credits") to Riders' accounts, once eligibility is confirmed. Riders will download the App to request a ride and the App will automatically apply Credits to all eligible rides.
  - c. Each eligible student is eligible for up to ten (10) subsidized private rides per semester during the Program's hours of operations and defined geographic boundaries.
5. Reservation Requests and Booking:
  - a. The University seeks a Contractor who can provide on-demand service with reservations made through a software application compatible with all major smartphone technology platforms (i.e., iPhone and Android).
  - b. Reservations shall be conducted directly between the driver and the prospective ride via the Contractor's technology platform.
  - c. The Contractor will provide Private Rides; however, the Contractor should have the ability to offer Pooled Ride if the University desires to transition to such a system.
6. Rideshare Service Responsiveness:
  - a. The Contractor's smartphone-based application should provide a simple user interface allowing riders to easily hail a ride and efficiently dispatches drivers.
  - b. The Contractor is expected to maintain a ten (10) minute or less average pick-up time per ride request.
  - c. The Contractor must ensure that adequate drivers are always available during the Program's hours of operation.
  - d. The Contractor should implement means and methods to ensure that any increase in typical rideshare demand caused by the implementation of this Program does not result in a corresponding increase in typical ride pricing, whereby the University's flat rate subsidy would be used to offset such pricing, effectively nullifying the intent behind this Program. In other words, the prevalence/frequency of surge pricing in the University campus area should not substantially or markedly increase following the implementation on this Program. The Contractor is expected to proactively manage the typical Program ride demand with appropriate driver/vehicle supply.
7. Accessibility and ADA Compliance:
  - a. Contractor must provide equal access to the Program for Riders with disabilities. The Contractor's rideshare reservation system must allow Riders with disabilities to request an ADA-compliant vehicle.
  - b. Fares and average pick-up times should not differ from typical ride requests.
  - c. Any deviations from this requirement must be thoroughly explained and detailed, along with examples where similar deviations have been successfully implemented in other similar circumstances.
8. Program Changes:
  - a. University reserves the right to make modifications to the Program parameters at its discretion, including hours of operation, geographic boundaries, flat-rate discounted ride subsidy amount, and number of discounted rides available per student.

- b. Contractor will acknowledge, in writing, any modifications/changes University requests within twenty-four (24) hours of written notification by University. Both parties will mutually agree upon implementation timelines based on complexity of the University's request.

9. Drivers:

The Contractor must assure the safety of Riders through established and documented background and driver history checks. Drivers with established or questionable negative history must not be authorized to drive in support of this Program. Checks should include the following:

- a. criminal background checks of its Drivers that will go back at least seven (7) years where permitted by law, and will include a social security trace, national and county-level searches, and a search of the Department of Justice National Sex Offender Registry. Contractor will review all results and will not approve any applicant Driver with a pending charge or conviction for felonies involving weapons, sale or distribution of controlled substances, violence, theft, robbery, burglary, embezzlement, dishonesty, misappropriation, fraud, stalking, or sex crimes.
- b. Contractor shall conduct a thorough driving history check on all drivers. Checks must provide, at a minimum, history of traffic violations such as reckless driving or DUI charges, and insurance violations.
- c. Drivers must meet the minimum local, state, and federal requirements to obtain a license suitable for providing services as requested.

10. Vehicles:

The Contractor must assure the safety of Riders through established and documented vehicle standards. Vehicles failing to meet these standards must be prohibited from operating in support of this Program. Standards should include a minimum of the following:

- a. Vehicles must be well maintained, properly insured, and comply with all local, state, and federal requirements.
- b. Vehicles must have functioning seatbelts for all riders.
- c. Vehicles must be identifiable to Riders (e.g., Contractor-provided logo materials, etc.).

11. Emergencies, Accidents, and Incidents:

The Contractor must notify the University's Program Administrator within twenty-four (24) hours in writing of any accidents or incidents that occur while providing rides on behalf of the Program.

- a. In the event that a Driver for the Contractor believes that a Rider is in emergency distress or requires medical attention, they should transport that Rider to the Hospital. The full cost of such rides shall be billed to the at 100%.
- b. The University may additionally request an agreed to additional discounted voucher codes for distribution to Riders who have exceeded their designated semester ride allotment but are stranded or have an urgent need of transportation. Such codes will be distributed at the discretion of the Program Administrator or their designee.

12. Data Security

Student information collected by University and shared with Contractor is subject to Family Educational Rights and Privacy Act ("**FERPA**") protections. Additionally, Contractor will comply with Payment Card Industry Data Security Standard ("**PCI DSS**").

13. Communications:

The Contractor should develop a comprehensive communication plan, between the University and Contractor which includes the following:

- a. Customer Service

1. Respond to all Rider comments related to the Program and provide compliment/complaint feedback reports to University.
  2. Manage and address all customer service-related issues within twenty-four (24) hours of notification.
  3. Provide telephone, email, electronic chat, or other means of contact for Riders.
- b. Account Management:
1. Contractor will assign a dedicated Account Manager to the University.
  2. The Account Manager will assist in recommending communications to promote the use of the Program by Riders, provide guidance on strategies to optimize performance and adoption, and provide additional insights, data, and reports.
- c. Technical Support:
1. Contractor will provide 24/7 technical support contact information for system-wide outages, data upload and integration, or other urgent issues.

#### 14. Reporting:

The Contractor shall provide the University Program Administrator with monthly operating reports or provide access to a dashboard or platform for reports to be retrieved. Reports may include, but not be limited to the following:

- a. Ride origin and destination, ride mileage, pickup and drop-off times, number of rides provided, average wait time, information detailing all rides which were marked as a no-show, and rides canceled prior to Driver arrival.
- b. Ride logs and map-based vehicle ride replays for law enforcement and quality assurance.
- c. Heat maps and associated data detailing volume of pick-ups and drop off across the geographical service area.
- d. Driver specific data including driver efficiency, number of drivers providing service to the University and driver rating.
- e. Number and cost of rides provided within the service area and the amount obligated by the University.

#### 15. Marketing:

The Contractor will support the University's inhouse Program marketing and promotions efforts. Any additional marketing by the Contractor must be preapproved by University. Any use of University's trademarks and/or logos by the Contractor is subject to licensing and approval of the University's Public Relations Department. Additional information regarding University's trademarks and licensing policy is available via the following link:

<https://fanaticslicensingmanagement.com/college/kentucky/>

NOTE: The Contractor shall have no right to use the name, seal, logos, mascot, trademarks, or colors of the University or any photograph, videotape, or drawing of those buildings, structures, or facilities that are uniquely identified with the University for any purpose except as authorized by University's Public Relations Department.

Any and all advertising and outreach opportunities must be preapproved by University's Public Relations Department.

#### 16. Invoicing:

The Contractor will provide the University with monthly invoices detailing the number of Program rides completed and the combined UKTS ride subsidy obligation. Invoices will be submitted to University through the UKTS business office on a monthly basis.

## 7.2 **Optional Services**

The University is interested in exploring the use of the successful offeror's ridesharing service to augment existing transportation services or to extend services to meet existing or future mobility needs outside of what is define above. Examples may include, but are not limited to, the following:

- a. Additional Student ride credits allocated for specific sponsored events (e.g., College Scholarship Day at Keeneland, etc.)
- b. Integration with business rideshare platform to meet the needs of off-campus business functions and ADA accessible rides (e.g., UK Healthcare clinical operations).
- c. Integration with other University Transportation Services alternative transportation initiatives (e.g., commute club guaranteed ride home)
- d. Business accounts for colleges and departments to support transportation needs for conferences, student internship/externships, guests, or other approved University purposes.

## **8.0 FINANCIAL OFFER SUMMARY**

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

### **8.1 Mandatory Services (Section 7.1)**

Please complete and attach Section 7.1 to provide support for your firm fixed price bid.

### **8.2 Optional Services (Section 7.2)**

Offerors should provide a bid on the optional services detailed in Section 7.2. The University shall, at its sole discretion, make the determination as to whether the optional service will be undertaken.

Please submit your bid on optional services by completing Section 7.2.

### **8.3 Alternate Pricing**

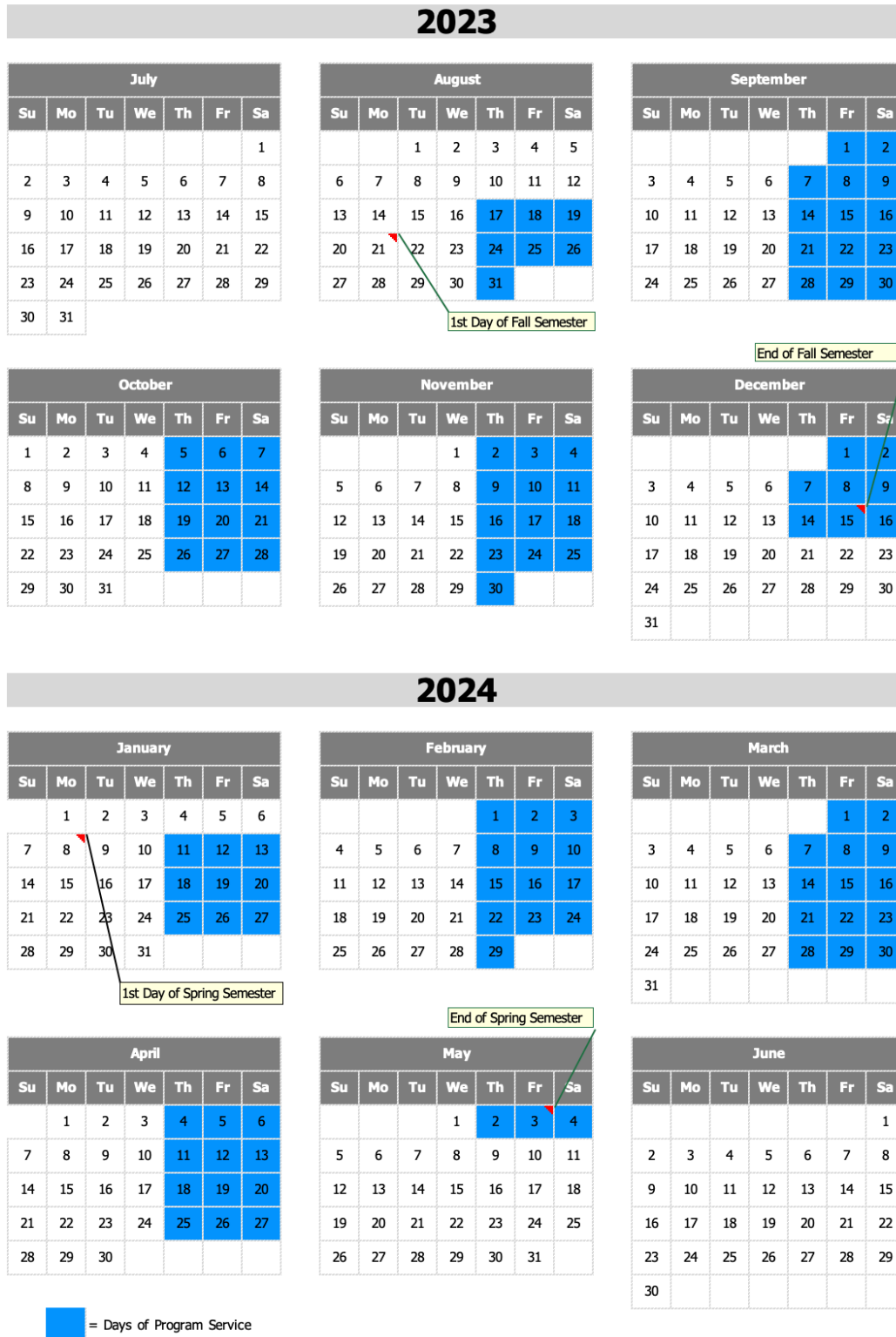
In addition to the above financial offer, the offeror may submit alternative financial proposals, however the information requested above must be supplied and will be used for proposal evaluation purposes.

#### **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 or a (%) percentage rebate.

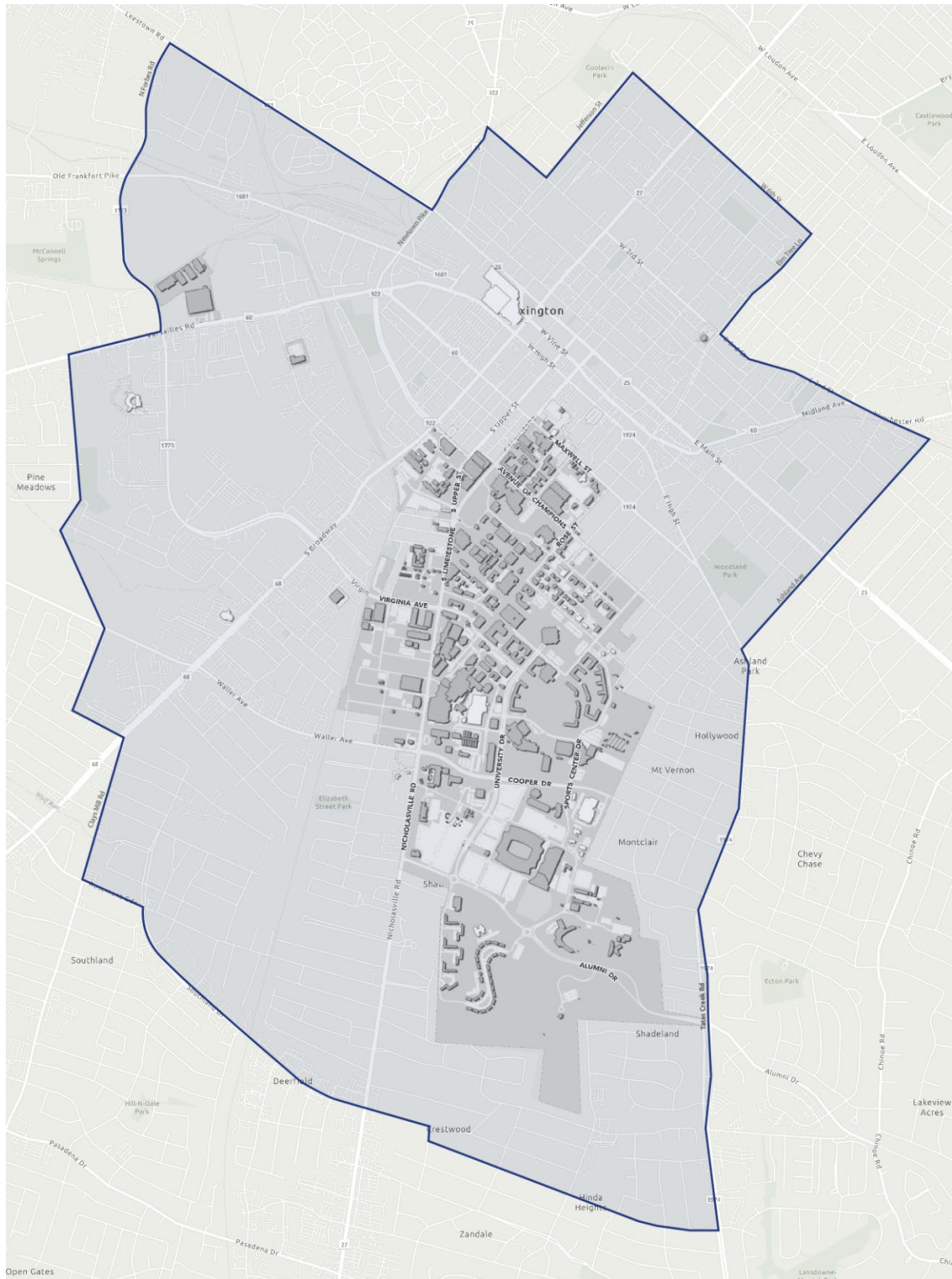
Appendix A: Service Calendar (typical)

**2023-2024 Late-Night On-Demand Ride Share Service Calendar**



**Appendix B: Service Area Map**

Typical Service Area:





**Appendix B: Service Area Map (continued)**

Football Game Day Service Area: Reduced service area implemented two (2) hours prior to game until five (5) hours after kickoff.

