



King's Daughters

Request for Proposal

KD-0170-25

Proposal Due Date 10/01/24

Legal Services

REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.:	KD-0170-25	<u>RETURN ORIGINAL COPY OF PROPOSAL TO:</u>
Issue Date:	09/03/2024	UK KING'S DAUGHTERS MEDICAL CENTER
Title:	Legal Services	PROCUREMENT SERVICES
Purchasing Officer:	Becky Pyles	2301 LEXINGTON AVENUE
Phone:	606-408-9655	SUITE 310
Email:	becky.pyles@kdmc.kdhs.us	ASHLAND, KY 41101

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 10/01/24 3 P.M. EASTERN STANDARD TIME.

NOTICE OF REQUIREMENTS

1. The Medical Center'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 Medical Center'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 UK King's Daughters Medical Center 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 Medical Center 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 UK King's Daughters Medical Center 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 UK King's Daughters Medical Center, Procurement Services, 2301 Lexington Avenue, Suite 310, Ashland KY 41101

The term "purchasing official" means the UK King's Daughters Medical Center'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 Medical Center 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 Medical Center 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 "Medical Center" means UK King's Daughters Medical Center.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

This Request for Proposals (RFP) is issued to solicit proposals from qualified, experienced, financially sound, and responsible law firms to provide legal services for UK King's Daughters, its affiliated corporations, its agents and employees in one or more of the legal specialties listed below. The UK Office of Legal Counsel (described below) may also review proposals to this RFP for potential legal services provided to other University of Kentucky units and affiliated corporations such as UK St. Claire.

The legal areas for which UKKD and the UK Office of Legal Counsel is seeking outside legal services include:

Litigation in which the UKKD or other UK affiliated corporations, its officers, employees, or agents are parties, including:

Civil Rights Litigation

Employment Litigation

Medical Malpractice Defense

Appellate Practice in the state and federal courts

Litigation in the Supreme Court of the United States

Appeals from Open Records or Open Meetings Decisions of the Attorney General

Construction Litigation

Contract/Commercial Litigation

Unemployment Insurance Proceedings

Certificate of Need/Hospital Licensing

Other Administrative Proceedings (both internal and external)

Collection of contract or other debts

Health Care Legal Specialties, including:

Complex Health Care transactions

HIPAA and other Data Privacy Issues

Corporate Compliance

Medicare and Medicaid compliance/program issues

Legal Issues involving Managed Care contracting
340B compliance/program issues
Legal Issues involving Pharmacy Benefit Manager contracts
Patient Safety Act
Peer Review
Research issues
Graduate Medical Education regulatory issues
Other Federal or State regulatory issues

Business Specialties, including:

Complex Real Estate transactions
Complex Business Transactions
Public/Private Partnership transactions
Construction contracts
Antitrust
Development and Planning issues
Data Privacy and Security
Investment and Endowment issues

Tax Matters involving Nonprofit Organizations including:

Employment Taxes
Unrelated Business Income
Reporting Requirements
Charitable Contributions
State Tax issues as applicable
International tax issues affecting higher education activities outside the United States

Employee Benefits, including:

Employer Health Plans

Retirement Plans for Governmental/Nonprofit Entities (e.g., 403(b))

Executive Compensation

Environmental Regulatory Matters

Intellectual Property Issues, including

Patent, copyright, trademark, trade secret, and rights of publicity issues

Technology transfer and licensing

Filing, prosecuting, and maintaining intellectual property protection, including assessing patentability

Prosecuting and/or defending claims of infringement

General consultation on intellectual property and commercialization matters

International Issues, including

Immigration matters (including processing of various types of visas for employees where UKKD or another UK affiliated corporation is required to sponsor and/or pay for the visa)

International activities of US higher education institutions

UK King's Daughters on behalf of its General Counsel and the UK Office of Legal Counsel, desires to obtain proposals from law firms with:

- Significant experience representing health care organizations, or governmental entities, in federal and state court, before federal and state regulatory agencies, or complex transactional matters.
- Significant national or regional reputation and expertise in one or more of the areas listed above.
- Sufficient resources to manage legal matters.
- Ability to preserve and make available to the UKKD legal office all pertinent records. If the contract is completely or partially terminated, all records relating to the work shall be preserved and made available to UKKD for a period of at least five (5) years from the date of final statement.
- Ability to warrant that any representations made by them in any proposed agreement are true and accurate; that the Contractor is in all ways in compliance with state and federal laws which may govern the subject matter of this RFP; and that the party executing this offer on the Contractor's behalf is duly authorized to do so.

- No interest, direct or indirect, which would conflict in any manner or degree with the performance of its services for the University. See Criteria 5 in Section 4.9 below for additional information on the General Counsel's presumption against granting conflict waivers to outside counsel in an attorney-client relationship with the University.

UKKD intends to award multiple contracts. Contracts will cover one or more of the areas listed. Each contract will be specifically designed to serve the unique needs of the Medical Center. The General Counsel will assign specific matters to outside counsel during the contract period. **The General Counsel and the Office of Legal Counsel will manage all contracts and review all invoices.**

Note regarding Workers Compensation matters: Attorneys who represent the University in workers compensation litigation matters are contracted by the third-party administrator of the University's workers compensation program. Workers Compensation matters are not included in this RFP.

2.2 **Background Information**

UK King's Daughters

UK King's Daughters has been serving the health care needs of Eastern Kentucky, southern Ohio, and western West Virginia for more than 120 years. It officially became part of the University of Kentucky on December 1, 2022 – creating greater access to high-quality care for more Kentuckians and patients in neighboring states. UK King's Daughters is comprised of two acute-care hospitals totaling 465 licensed beds; an integrated network of 400+ physicians and advanced practitioners; more than 80 ambulatory centers and practice locations; a long-term care facility (LTC); medical transport company; seven urgent care centers; and a child development center.

UK HealthCare

UK HealthCare is the hospitals and clinics of the University of Kentucky. But it is so much more. It is more than 10,000 dedicated health care professionals committed to providing advanced subspecialty care for the most critically injured and ill patients from the Commonwealth and beyond. It also is the home of the state's only National Cancer Institute (NCI)-designated Comprehensive Cancer Center, a Level IV Neonatal Intensive Care Unit that cares for the tiniest and sickest newborns, the region's only Level 1 trauma center and Kentucky's top hospital ranked by U.S. News & World Report.

As an academic research institution, we are continuously pursuing the next generation of cures, treatments, protocols and policies. Our discoveries have the potential to change what's medically possible within our lifetimes. Our educators and thought leaders are transforming the health care landscape as our six health professions colleges teach the next generation of doctors, nurses, pharmacists and other health care professionals, spreading the highest standards of care. UK HealthCare is the power of advanced medicine committed to creating a healthier Kentucky, now and for generations to come.

UK St. Claire

On July 1, 2024, UK St. Claire officially became part of the University of Kentucky today — a move that will expand academic programs and greater access to quality patient care for more Kentuckians. UK St. Claire is one of the largest employers in the greater Morehead region with more than 1,300 employees including over 50 physicians and nearly 50 advanced practice professionals representing more than 20 medical specialties.

The UK Office of Legal Counsel (described below) may use contracts awarded under this RFP to also provide similar legal services to UK St. Claire or other University units or affiliated corporations.

UK Office of Legal Counsel

The University of Kentucky's Office of Legal Counsel (UK Office of Legal Counsel) provides high quality legal services to the University and its affiliated corporations. By advising administrators, faculty, staff, and student leaders in a timely and proactive manner, we minimize the legal risk and potential liabilities facing the institutions. More significantly, we develop innovative legal solutions to achieve the University's path breaking strategic initiatives while maintaining compliance with the Constitution and all applicable statutes and regulations.

Our legal team is comprised of the four distinct groups covering specific areas of the University:

The *UK King's Daughters Group* is responsible for all issues confronting the UK King's Daughters health care in Eastern Kentucky and Southern Ohio. The Deputy General Counsel of this group is the General Counsel for UK King's Daughters.

The *Health Affairs and Research Group* is responsible for all areas under the University's Executive Vice President for Health Affairs and the Vice President for Research. This includes clinical contracting, clinical operations, health care compliance, health care regulatory and policy analysis.

The *Medical Risk Management Group* is responsible for advising health care providers and administrators on legal issues related to patient care and the management of all potential and filed medical malpractice cases against the University's health care providers.

The *Academics, Finance, Students, and Athletics Group* is responsible for all areas under the Provost, Executive Vice President for Finance and Administration, Vice President for Student Success, and Director of Intercollegiate Athletics.

2.3 UK Medical Center 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 Medical Center. 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 UK King's Daughters Medical Center 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 Medical Center 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 Medical Center 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 UK King's Daughters Medical Center 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 Medical Center 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 UK King's Daughters Medical Center. 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 UK King's Daughters Medical Center 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 Medical Center'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 UK King's Daughters Medical Center. 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.

The UK King's Daughters Medical Center Board of Trustees on Friday April 26, 2024 approved plans to proceed with the acquisition of St. Claire HealthCare in Morehead. The move for St. Claire to become part of UK will expand clinical and academic programs as well as result in greater access to high-quality patient care for more Kentuckians. St. Claire can continue its 60-year tradition of serving Northeastern Kentucky for decades to come, operating under the name UK St. Claire. St. Claire HealthCare is one of the largest employers in the region, with over 1,200 staff members, including a growing medical staff of more than 125 physicians and nearly 70 advanced practice professionals representing more than 30 medical specialties. It includes the largest rural hospital in Northeastern Kentucky, seven primary care locations located within five counties, a multi-specialty medical pavilion, two urgent care centers, a pediatrics clinic, as well as a retail pharmacy, counseling center, medical equipment and supply store, and an outpatient center. Additionally, St. Claire HealthCare provides home health and hospice services in eight counties within its 11-county service region. The acquisition was finalized on July 1, 2024.

UK's agenda remains committed to accelerating the Medical Center'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 Medical Center's mission as a 21st century flagship and land-grant research Medical Center. 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 UK King's Daughters Medical Center. We are committed to advancing Kentucky in everything that we do.

SUSTAINABILITY

Sustainability is an institution-wide priority for the UK King's Daughters Medical Center. 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 Economic Engagement and Procurement

The UK King's Daughters Medical Center is committed to serving as an advocate for Kentucky located businesses as part of its on-going workforce development and economic development efforts.

The Medical Center desires to increase the amount of goods and services acquired from Kentucky located businesses. The Medical Center encourages its suppliers to support and assist in this effort.

The Medical Center's goals for increasing participation in procurement projects include but are not limited to the following:

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

For additional information regarding how Kentucky located suppliers may participate in this Request for Proposal, submit any questions to the Procurement 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	09/03/24
Deadline for Written Questions	3 p.m. Eastern Standard Time on 09/17/24
RFP Proposals Due	3 p.m. Eastern Standard Time on 10/01/24

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
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via e-mail to:

Becky Pyles
 Procurement Services
 UK King's Daughters Medical Center
 2301 Lexington Avenue, Suite 310
 Ashland, KY 41101
 Phone: (606) 408-9655
 E-mail: becky.pyles@kdmc.kdhs.us

All communication with the Medical Center regarding this RFP should only be directed to the purchasing officer listed above.

3.4 Offeror Presentations

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

3.5 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 UK King's Daughters Medical Center Procurement Services website at: <https://purchasing.uky.edu/bid-and-proposal-opportunities>.

3.6 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 should be specifically defined in accordance with the transmittal letter, Section 4.3 (d). If accepted by the Medical Center, 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 should not submit their standard terms and conditions as exceptions to the Medical Center's General Terms and Conditions. Each exception to the Medical Center's General Terms and Conditions should be individually addressed.

3.7 Proposal Submission and Deadline

Offeror must provide the following materials prior to 3 p.m. (Eastern Standard 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 seven (7) 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 seven (7) 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 UK King's Daughters Medical Center accepts deliveries of RFPs Monday through Friday from 8 a.m. to 5 p.m. Eastern Standard Time. However, RFPs must be received by 3 p.m. Eastern Standard Time on the date specified on the RFP in order to be considered.

Proposals should be enclosed in sealed envelopes to the above referenced address and should 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 should be submitted in a sealed envelope and the financial proposal should be submitted in a sealed envelope under separate cover. Both sealed envelopes should 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.

3.8 Modification or Withdrawal of Offer

An offer and/or modification of an 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.

3.9 Acceptance or Rejection and Award of Proposal

The Medical Center 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 Medical Center reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the Medical Center.

3.10 Rejection

Grounds for the rejection of proposals include (but 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 Medical Center on the contract awarded on the basis of such solicitation.
- Failure of the offeror to sign the Medical Center 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.

3.11 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 should be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.12 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 Procurement Services, the Medical Center'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 Medical Center 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 Medical Center 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.

3.13 Restrictions on Communications with Medical Center 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 Medical Center administrator, faculty, staff or members of the board of trustees except: the purchasing office representative, any Medical Center purchasing official representing the Medical Center administration, others authorized in writing by the purchasing office and Medical Center representatives during offeror presentations. If violation of this provision occurs, the Medical Center reserves the right to reject the offeror's proposal.

3.14 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 Medical Center will provide no reimbursement for such costs.

3.15 Disposition of Proposals

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

3.16 Alternate Proposals

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

3.17 Questions

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

3.18 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.

3.19 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 Medical Center 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.

3.20 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 Medical Center purchasing office, signed by the offeror. Unless requested by the Medical Center, the Medical Center will not accept revisions or alterations to proposals after the proposal due date.

3.21 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 Medical Center's vendor onboarding application. Registration information will be provided by Procurement Services as part of the award process. Further, should any company or business information change during the life of the contract, successful Contractor agrees to update this information in PaymentWorks as applicable. Supplier agrees to and should be responsible for all updates on their PaymentWorks account as it relates to submitting new remit-to addresses or other required supplier profile information. PaymentWorks provides support to all suppliers transacting with the UK King's Daughters Medical Center on the platform. Supplier agrees to and should be responsible for engaging PaymentWorks Support for any needed issues regarding updates or other matters to ensure their supplier account remains connected to the Medical Center.

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 Medical Center's review of the proposal.

Proposals should 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 should 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 should be in the form of a standard business letter and should be signed by an individual authorized to legally bind the offeror. It should include:

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the Medical Center 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 should 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 should 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 Invitation for Bids submission.

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	

Kentucky Located	Yes/No?
Kentucky Located – Please indicate whether your business entity is physically located within the Commonwealth of Kentucky.	

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 UK King’s Daughters Medical Center advance specific elements of the Sustainability Strategic Plan.

1. Provide a brief narrative describing the history of the company, identify the number of Employees in the company, and the Ownership.
2. Provide an organizational chart of the company indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the company. This chart must also show lines of authority to the next senior level of management.
3. Provide the company’s turnover rate for the employees who perform the implementation and customer service functions.
4. Provide information demonstrating that the Offeror is licensed to do business in the State of Kentucky and Ohio and list all states in which Offeror is licensed to do business.
5. Provide the national and/or standard rating of the company if one exists. Provide the company’s rating for each of the last five (5) years.

6. Provide certified audited financial statements including a full set of footnotes as follows:
 - a. For the past three (3) fiscal years, include at a minimum, income statements, balance sheets, and statements of changes in financial position of cash flows. If three (3) years of financial statements are not available, information shall be provided to the fullest extent possible or the reasons why, if they are not available.
 - b. For a privately held company when certified audited financial statements are not prepared, provide a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions that may affect the company's financial condition.
7. Provide information regarding bankruptcy filings, loan defaults, pending liens, claims or lawsuits against the Offeror. If the Offeror has not experienced any of these situations, so indicate.
8. Provide information regarding any contracts that were terminated for default in the last five years including the other parties' name, address, and phone number. Termination for default is defined as notice to stop performance due to the Offeror's non-performance or poor performance. UK King's Daughters Medical Center will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Offeror has experienced no such termination for default in the past five years, so indicate.
9. Provide information regarding the security measures in place designed to protect the integrity and privacy of the data stored in the Offeror's computing systems.
10. Provide information regarding any security breaches of Offeror's computer systems/network in the past five years.
11. Provide information regarding the Offeror ability to comply with current and future HIPAA regulations.

4.6 Criteria 2 – Services Defined

1. Describe any coalitions or special arrangements you may have or participate in that can benefit UK King's Daughters Medical Center.
2. Provide detail of the approach your company will take to provide optimal performance.
3. Provide a list of each product category/service your organization provides or can provide in detail. Provide the range of limits that are available, if applicable. Please include criteria used to evaluate service partners (if applicable) (i.e. national in scope, length of service, reputation, etc.)
4. Provide the address, telephone and fax number of the office that will administer KDMC customer service who will address any issues.
5. Provide the process utilized by the company to select and train the individuals who will perform this work.
6. Provide the following information regarding the staff:

- a. Are they employees or independent contractors?
 - b. What is their average tenure in the business?
 - c. How many would be dedicated to the UK King's Daughters Medical Center for this service?
7. Provide a description of what the Offeror views as the greatest threat to the successful completion of the work as described in this RFP and the Offeror's approach to minimizing this threat.
 8. Describe the method used to notify customer of price change
 9. Please describe how Business Reviews and periodic account reviews are handled regarding the service and opportunities at the corporate level.
 10. Name of the primary attorney contact to be assigned to UK King's Daughters Medical Center along with attorney's resume. Provide verification of attorney(s) license to practice law in the Commonwealth of Kentucky.
 11. The Offeror shall be readily available to perform the following legal services as requested.
 - Advise on corporate and tax exempt organization legal issues.
 - Advise on individual labor and employment matters.
 - Review personnel, fiscal and other policies, as well as corporate by-laws.
 - Advise on government grant and contract issues.
 - Advise on responses to subpoenas, court orders, and requests for information from third parties.
 - Defend lawsuits, administrative claims or other legal claims.
 - Conduct litigation as necessary.
 - Review contracts and leases.

4.7 Criteria 3 – Financial Proposal

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

The financial proposal shall be based on hourly rates. Please list the rates in section 8.0.

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

1. Provide a list of institutions similar in size and scope of UK King's Daughters Medical Center, and large healthcare providers, also include a list of companies, for whom the Offeror has conducted or is currently conducting business. Please provide the following for each entity:
 - a. Institution/Company name
 - b. Services and products provided
 - c. Group size
 - d. Contact names

- e. Addresses
- f. Telephone numbers

UK King's Daughters Medical Center specifically requests references where the Contractor has provided the service in order to verify the level of service provided. UK King's Daughters Medical Center reserves the right to use this information in the evaluation for this criteria.

2. Offerors seeking to perform medical malpractice defense work should provide the following information:
 - a. Identity of partners and associates who would be assigned to assigned to defend medical malpractice matters.
 - b. Experience in medical malpractice defense work of each attorney identified in 2(a) above.
 - c. Healthcare entities and medical malpractice insurance carriers that are or have been clients of attorneys identified in 2(a) above for the past ten years.
 - d. Identity of Circuit Courts and Federal District Courts wherein medical malpractice matters have been defended by attorneys identified in 2(a) above over the past ten years.
 - e. Approximate number of medical malpractice cases tried to a jury verdict by each of the attorneys identified in 2(a) above in the past ten years.

3. Provide a statement that the Offeror has the resources available to assure implementation of strategic compensation packages.

4.9 Criteria 5 – Other Additional Information

Lastly, please answer the following questions:

The University of Kentucky, UK King's Daughters, and other University affiliated corporations expect absolute loyalty from the outside law firms that have an attorney-client relationship with the University and its affiliated corporations. The General Counsels of the University and UKKD maintain a presumption against conflict waivers. The General Counsels will never waive a conflict in the context of litigation. Conflict requests in the transactional context are disfavored but will be considered on a case-by-case basis.

The University's General Counsel will be listed on all pleadings in the federal courts, the Court of Appeals of Kentucky, and the Supreme Court of Kentucky. The University's General Counsel and the appropriate Deputy General Counsel will take an active role in the drafting of all pleadings and briefs in the federal courts, Court of Appeals of Kentucky, and Supreme Court of Kentucky.

In situations where a firm is presenting an oral argument before a U.S. Court of Appeals or the Supreme Court of Kentucky, the oral advocate will undergo an intensive moot court/oral argument preparation.

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.

5.0 EVALUATION CRITERIA PROCESS

A committee of Medical Center 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 Medical Center 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 Medical Center will award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the Medical Center, 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 should specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements should 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 Medical Center 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 Medical Center.

6.0 SPECIAL CONDITIONS

6.1 Contract Term

The contract resulting from this RFP shall be effective for three (3) years and is renewable for up to two (2) additional one-year renewal periods. The total contract period will not exceed five (5) years. Annual renewal should be contingent upon the Medical Center's satisfaction with the services performed.

6.2 Effective Date

The effective date of the contract should 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 Medical Center will review all proposals properly submitted. However, the Medical Center 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 Medical Center.

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 Medical Center also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the Medical Center. Such a waiver should 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 Medical Center 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 should not be interpreted as a modification to the contract.

6.6 Contractor Cooperation in Related Efforts

The Medical Center 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 Medical Center 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 Medical Center employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The Medical Center shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

6.7 Entire Agreement

The RFP should be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror's response accepted by the Medical Center, should 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 Medical Center's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying Medical Center 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 Medical Center 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 Medical Center's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.10 Termination for Convenience

The UK King's Daughters Medical Center, Procurement Services, reserves the right to terminate the resulting contract without cause with 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 Medical Center may terminate the resulting contract for non-performance, as determined by the Medical Center, 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 Medical Center 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 Medical Center 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 may be an event of default and grounds for termination of the Contract.

Notification

The Medical Center will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the Medical Center's satisfaction within ten (10) calendar days, the Medical Center 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 Medical Center 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 Medical Center 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 Medical Center.

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 Medical Center. 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 Medical Center 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 Medical Center 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 Medical Center's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the Medical Center.

6.18 Indemnification

The contractor shall indemnify, hold and save harmless the Medical Center, 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 Medical Center'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 Medical Center.

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 Medical Center.

COVERAGES	LIMITS
Workers' Compensation	Statutory Requirements (Kentucky)
Employer's Liability	\$500,000/\$500,000/\$500,000
Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract	\$1,000,000 each occurrence (BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate
Business Automobile Liability covering owned, leased, or non-owned autos	\$1,000,000 each occurrence (BI & PD combined)

The successful contractor agrees to furnish Certificates of Insurance for the above-described coverages and limits to the UK King's Daughters Medical Center, Procurement Services. The Medical Center, 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 Medical Center. All of these required policies must include a Waiver of Subrogation (except Workers' Compensation) in favor of the Medical Center, its trustees and employees.

6.20 Method of Award

It is the intent of the Medical Center 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 Medical Center, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the Medical Center to award a contract from this solicitation. The Medical Center 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 Medical Center 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 may be requested to provide a quarterly report to the Medical Center of all product(s) and/or service(s) based on an Excel template provided by Procurement Services. The above requested information will be used for audit purposes to monitor contract and rebate payment, if any, compliance.

6.22.1 – Business Classification Reports

Contractors may be requested to report summary dollar amounts of goods and services sold to the Medical Center via the resulting contract and originating from Kentucky-located and/or diverse Tier 2 or subcontractors affiliated with company. If the successful contractor does not have any Kentucky-located and/or diverse Tier 2 reporting, no report is required.

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

Reports can be submitted via email to the Category Specialist or other Purchasing Officer responsible for the resultant contract based by the deadline(s) listed herein.

The Medical Center, 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 Medical Center recognizes an offeror's possible interest in preserving selected information and data included in the proposal; however, the Medical Center 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 should 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 Medical Center'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 UK King's Daughters Medical Center's Ethical Principles and Code of Conduct (www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an offeror certifies that no actual, apparent or potential conflict of interest exists between the interests of the Medical Center 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 Medical Center 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 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 Medical Center 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, belong to and shall be the sole and exclusive property of the Medical Center. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the Medical Center.

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 Medical Center job shall be the property of and owned by the Medical Center. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the Medical Center. In the event that time of return is not specified, the contractor shall return all such items to the appropriate Medical Center department within one week of delivery.

6.27 Medical Center Brand Standards

The contractor must adhere to all UK King's Daughters Medical Center Brand Standards. Medical Center and the university brand standards are maintained by UK King's Daughters Medical Center Marketing Departments. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the Marketing Director or designee can approve exceptions to UK King's Daughters Medical Center standards.

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 UK King's Daughters Medical Center at no cost. If deficiencies are identified, UK King's Daughters Medical Center 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 UK King's Daughters Medical Center's Web Policy and all products or services will comply with its published standards.

Contractor will provide UK King's Daughters Medical Center with a current Voluntary Product Accessibility Template (VPAT) for any deliverable(s). If none is available, Vendor will provide sufficient information to reasonably assure UK King's Daughters Medical Center 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 Procurement Services.

6.29 Requirement for Contract Administration Fee

As a condition of award, successful Contractor(s) should provide a contract administration fee to the Medical Center 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 Medical Center, exclusive of freight charges.

The fee should 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 paid in the previous quarter. Fees should be paid in the form of a check made payable to the UK King's Daughters Medical Center and should be delivered to Procurement Services, 2301 Lexington Avenue, Ashland, KY 41101. Each fee payment should be accompanied by a statement indicating the referenced Medical Center price contract to which it applies and indicate the aggregate value of goods/services provided and paid 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 Medical Center, the successful Contractor should correct them 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 UK King's Daughters Medical Center. The successful Contractor(s) will pay the UK King's Daughters Medical Center a contract administration fee of two (2) % of goods/services provided and paid during the quarter. The fee should 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 should be in the form of a check made payable to the UK King's Daughters Medical Center and should be delivered to Procurement Services, Room 2301 Lexington Avenue, Suite 310, Ashland, KY 41101.

The successful Contractor should 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 and/or the Contractor being determined as a non-responsible bidder/offeror on future IFBs and RFPs.

6.30 Payment Terms

UK King's Daughters Medical Center will process payments for legal services related to real estate. Payment information is detailed below.

UK King's Daughters Medical Center 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 UK King's Daughters Medical Center will be paid based on the following protocol:

- a. UK King's Daughters Medical Center utilizes Wells Fargo as its primary form of ACH/Credit Card Payments. By enrolling in Wells Fargo credit card payments, the supplier receives an email from Wells Fargo with credit card information and the remittance. If the vendor enrolls in ACH payments via Wells Fargo, the payment will be deposited and a remittance email from Wells Fargo will be sent. ACH forms can be provided by the Accounts Payable department at 606-408-9692.
- b. Payments by check. Payment terms for check payments are Net-40.
- c. Vendors receiving ACH direct payments will be approved by the Accounting Department and the Accounts Payable Supervisor. Payment Terms for ACH are Net-40.

The University of Kentucky will process payments for legal services except real estate. Payment information is detailed below.

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.

7.0 FINANCIAL OFFER SUMMARY

Mandatory Services

Offerors are to provide a fixed price for the services offered under Sections 2.1 .

To the extent the offerors use an hourly rate system, the fees for legal services shall be based on hourly rates plus reasonable and agreed to in advance out-of-pocket expenses. Hourly rates have been established by the Legislative Research Commission's GCRC. The rates are as follows;

Partner \$125.00 per hour
Associate \$100.00 per hour
Paralegal \$ 40.00 per hour
Court Time \$125.00 per hour

If you cannot provide legal services at these rates, please submit the most reasonable rates for which you can provide one or more categories of specialized legal services to King's Daughters Medical Center. The General Counsel has some limited ability to pay higher rates depending on the complexity of the legal matter or the jurisdiction in which the legal work occurs.

In general, the maximum rate for complex employment and constitutional tort litigation at the trial level will be \$250 per hour.

7.1 **Detailed Services Defined**

Please list hourly rates:

<u>CATEGORY</u>	<u>HOURLY RATE</u>
PARTNER	_____
ASSOCIATE	_____
PARALEGAL	_____
CLERICAL	_____
RESEARCH	_____
COUNSEL	_____
OTHER	_____

7.2 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

The Medical Center is interested in partnering with suppliers in a strategic manner beyond the scope of the business arrangement. Offerors may submit proposals for mutually beneficial activities. Options may include a signing bonus, scholarships, internships, research, development, commitment to hire Medical Center graduates, and/or partnering on academic endeavors. Any ideas or offers submitted are purely optional and will not be determinative of the award.

