



Request for Proposal

KD-0167-25

Proposal Due Date – 10/24/24

Information Services and Technology Resellers &
Support



REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.:	KD-0167-25	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	09/27/2024	UK King's Daughters Medical Center
Title:	Information services and Technology Reseller and Support	Supply Chain Management
Purchasing Officer:	Ed Belville	2301 Lexington Ave.
Phone:	606-408-9656	Suite 310
Email:	Ed.belville@kdmc.kdhs	Ashland, KY 41101

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 10/24/2024 3 P.M. ASHLAND, 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

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 FEDERAL EMPLOYER ID NO.:	TYPED OR PRINTED NAME:	WEB ADDRESS:
	SIGNATURE:	DATE:

Table of Contents

1.0 DEFINITIONS	6
2.0 GENERAL OVERVIEW.....	7
2.1 Intent and Scope	7
2.2 Background Information	7
2.3 Medical Center Information.....	8
2.4 Economic Inclusion and Procurement	9
3.0 PROPOSAL REQUIREMENTS.....	9
3.1 Key Event Dates.....	9
3.2 Offeror Communication	9
3.4 Offeror Presentations	10
3.5 Preparation of Offers	10
3.6 Proposed Deviations from the RFP	10
3.7 Proposal Submission and Deadline	11
3.8 Modification or Withdrawal of Offer.....	11
3.9 Acceptance or Rejection and Award of Proposal	12
3.10 Rejection	12
3.11 Addenda.....	12
3.12 Disclosure of Offeror’s Response	12
3.13 Restrictions on Communications with Medical Center Staff	13
3.14 Cost of Preparing Proposal.....	13
3.15 Disposition of Proposals	13
3.16 Alternate Proposals	13
3.17 Questions	13
3.18 Section Titles in the RFP	13
3.19 No Contingent Fees.....	13
3.20 Proposal Addenda and Rules for Withdrawal.....	14
4.0 PROPOSAL FORMAT AND CONTENT	14
4.1 Proposal Information and Criteria	14
4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form	14
4.3 Transmittal Letter	15

	4
4.4 Executive Summary and Proposal Overview	15
4.5 Criteria 1 - Offeror Qualifications	16
4.6 Criteria 2 – Services Defined	16
4.7 Criteria 3 – Financial Proposal.....	18
4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule	18
4.9 Criteria 5 – Other Additional Information.....	18
5.0 EVALUATION CRITERIA PROCESS.....	19
6.0 SPECIAL CONDITIONS.....	19
6.1 Contract Term	19
6.2 Effective Date.....	20
6.3 Competitive Negotiation	20
6.4 Appearance Before Committee	20
6.5 Additions, Deletions or Contract Changes	20
6.6 Contractor Cooperation in Related Efforts	20
6.7 Entire Agreement	21
6.8 Governing Law	21
6.9 Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act	21
6.10 Termination for Convenience.....	21
6.11 Termination for Non-Performance	22
6.12 Funding Out	23
6.13 Prime Contractor Responsibility.....	23
6.14 Assignment and Subcontracting	23
6.15 Permits, Licenses, Taxes.....	23
6.16 Attorneys’ Fees	23
6.17 Royalties, Patents, Copyrights and Trademarks	23
6.18 Indemnification	24
6.19 Insurance	24
6.20 Method of Award	25
6.21 Reciprocal Preference	25
6.22 Confidentiality.....	25
6.23 Conflict of Interest	25
6.24 Personal Service Contract Policies.....	26

	5
6.25 Copyright Ownership and Title to Designs and Copy	26
6.26 Medical Center Brand Standards.....	27
6.27 Printing Statutes	27
6.28 Requirement for Contract Administration Fee	27
6.29 Payment Terms	28
7.0 SCOPE OF SERVICES	29
7.1 Detailed Services Defined	29
7.2 Optional Services	33
8.0 FINANCIAL OFFER SUMMARY	33
8.1 Fee Schedule	34
8.2 Optional Services (Section 7.2)	35
8.3 Alternate Pricing	35

1.0 DEFINITIONS

The term "addenda" means written or graphic instructions issued by 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/Offerors' 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 UK King's Daughters Medical Center, Supply Chain, 2201 Lexington Ave, Suite 310, Ashland, KY 41101.

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

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

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

UK King's Daughters Medical Center is soliciting proposals from qualified vendors in response to this Request for Proposal KD-0167-25 Information Service and Technology Reseller and Support (RFP) for selection of Offeror(s) for a complete line of Technology Products, Services and Solutions more specifically described in Section 7.1 (Detailed Services Defined).

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

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

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

2.2 Background Information

UK King's Daughters Medical Center partners with multiple IST resellers and service providers to provide contract management for enterprise hardware vendors providing infrastructure networking, server, storage, data center solutions, contract management for enterprise software vendors, consulting for hardware and software solutions and staff augmentation for hardware and software solutions.

2.3 **Medical Center Information**

King's Daughters has served the people of our communities for more than 125 years. In 1899, a small group of forward-thinking women founded King's Daughters, bringing primary care and basic surgery to the developing city. This group, called the What-So-Ever-Circle, may not have envisioned the hospital growing into the region's health system, but their shared vision turned into the vision of many, who recognized the critical need for high-quality accessible care for their friends and neighbors.

Our mission is To Care. To Serve. To Heal.

UK King's Daughters serves nearly 400,000 residents in eastern Kentucky, southern Ohio and western West Virginia. King's Daughters is comprised of two acute-care hospitals totaling 465 licensed beds; an integrated network of more than 400 physicians and advanced practitioners; more than 80 outpatient locations throughout eastern Kentucky and southern Ohio; a skilled nursing facility; medical transport company; seven urgent care centers; and a child development center.

King's Daughters is the region's largest employer, with more than 5,200 team members providing a broad range of primary and specialty care services, including cardiovascular, orthopedics, oncology, stroke/neurology, maternity, and Level 3 neonatal intensive care.

In the 1990s, King's Daughters' began investing in primary care centers in rural areas for patients who may not have close access to care. These locations soon started to offer office visits with specialists as well, allowing patients to have pre- and post-procedure visits while staying near their homes. At the same time, King's Daughters was investing in facilities, equipment, and a world-class medical staff in Ashland, transforming the downtown campus into a trusted, well-known medical destination for the region.

In December 2022, King's Daughters became a part of the University of Kentucky, giving patients a streamlined path to subspecialty care available at UK HealthCare, an academic medical center.

Recent recognitions include: American Heart Association Gold level recognition for its commitments to team member health and well-being as measured in the AHA's 2024 Workforce Well-being Scorecard™; One of the Best Places to Work in Kentucky, May 2024; Intersocietal Accreditation Commission (IAC): Peripheral Artery Testing, Peripheral Venous Testing, Extracranial Cerebrovascular Testing, March 2024; Global Healthcare Exchange: Supply Chain of Distinction, March 2024; Kentucky Cabinet for Health and Family Services: Kentucky ALL Stars Level Four Child Care Provider, January 2024.

SUSTAINABILITY

Sustainability is an institution-wide priority for the 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 Inclusion 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	09/27/24
Deadline for Written Questions	3 p.m. Ashland Time on 10/10/24
RFP Proposals Due	3 p.m. Ashland Time on 10/24/24

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 fax or e-mail to:

Ed Belville
Supply Chain Contract Specialist
UK King's Daughters Medical Center
2301 Lexington Ave.
Suite 310
Ashland, KY 41101
Phone: (606) 408-9656
Fax: (606) 408-6974
E-mail: Ed.belville@kdmc.kdhs.us

All communication with UK KDMC 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. The Offeror would be responsible for any and all costs incurred for traveling to UK KDMC.

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 University of Kentucky 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. (Ashland, 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 Five (5) 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 Five (5) 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 Medical Center accepts deliveries of RFPs Monday through Friday from 8 a.m. to 5 p.m. Ashland, KY time. However, RFPs must be received by 3 p.m. Ashland, KY 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 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 supply chain 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.

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. Include other demographic information that you feel may be applicable to the Request for Proposal submission.
5. Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?

Business Classification	Check All That Apply
Kentucky-Located	
Minority-Owned	
Woman-Owned	
Small Business	
Veteran-Owned	
LGBTQ-Owned	
Disability-Owned Business Entity (DOBE)	
Classification Not Indicated	

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. Offeror’s 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 Medical Center 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 UK KDMC’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 Medical Center’s requirements.

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

Technology Products

- Offerors shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

- Offeror shall offer each product or service proposed is to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to a single product or service within any category, or multiple products or services within any and all categories.

Professional and Support Services

- Describe in narrative form how your firm would perform the proposed services. Based on experience with similar engagements, please describe the services that your firm can offer the Medical Center. The narrative shall be in sufficient detail to convey to the evaluation committee the Offeror's knowledge of the subjects and skills necessary to complete engagements.
- Describe your approach to project management. Describe the methodology your firm employs to ensure successful project planning, management, control and completion, and appropriate assignment of employee resources. What factors differentiate your firm from others offering similar services?
- Identify any business partners which would be used by your firm and describe their role(s) and relationship to your firm. Describe whether any services would be provided by subcontractor(s) or independent contractor(s).
- Describe your accounts receivable processes. How would billings for the Medical Center engagements be processed in-house? Describe how you facilitate, conduct, and bill travel and related expenses.
- Describe ideas or methodologies that your firm employs that may produce cost savings for the Medical Center during an engagement or project. List any value-added services your firm offers that would be at no additional charge to the Medical Center.
- Describe the information and support that would be required from the Medical Center to carry out an engagement. What materials, information, or services would be the responsibility of the Medical Center?
- Describe your approach to monitoring the performance of your company.
- 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.
- Describe the methodology for training UK King's Daughters Medical Center.

Technology Security

- Describe your strategy for guaranteeing that UK KDMC data remains confidential
- Describe Security Risk Assessments Services, Corrective Action Plans, Third Party Risk Management, Incident Response Services, Advanced Penetration Testing, Vulnerability Threat Management, Security Information and Event Management, Emergency Response, and Dark Web Monitoring.

- Describe Network Management Services and design with HIPAA and NIST rules integrated for networks that are more resilient.
- Describe the credentials of staff and how they are certified and trained to provide the Products and Services required in Introduction and Background.

Technology Services

- Describe your firm's use of technology and communications that may result from this RFP. What technology resources would you employ with the Medical Center? For example, how /when do you utilize web conferencing as a means to communicate as opposed to in-person employee visits requiring travel expenses, etc.? Do you utilize web-based reporting tools? What presentation platforms (PowerPoint, Prezi, etc.) do you commonly utilize? Describe other technology tools in use within your firm, both proprietary and non-proprietary.
- Describe the number and type of staff proposed to service this contract, i.e. technical, service, training, and executive support.
- Describe the processes for assigning staff to specific projects, along with the credentials of the staff members.

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.

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

Please provide any additional information that the Offeror feels should be considered when evaluation 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.

Lastly, please answer the following questions:

- Describe any investments and capabilities regarding AI/ML.
- What is the average tenure of your clients (# of years a client uses your solution)?

4.9 Criteria 5 – Other Additional Information

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 should be effective from date of award 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 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

UK King's Daughters Medical Center, Supply Chain, 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 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

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

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)

The successful contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to UK King's Daughters Medical Center, Supply Chain. 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 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.

6.23 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 Daughter's Ethical Principles and Code of Conduct (www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an Offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the 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.

6.24 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>.

6.25 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, belongs 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.

6.26 Medical Center Brand Standards

The contractor must adhere to all UK King's Daughters Medical Center Standards. Medical Center Brand Standards are maintained by the Medical Center 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 Medical Center 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 Medical Center at no cost. If deficiencies are identified, 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 may be grounds for termination of this Agreement.

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

Contractor will provide 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 the Medical Center that the products or services are fully compliant with current requirements.

6.27 Printing Statutes

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

6.28 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 invoiced 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 Supply Chain, 2301 Lexington Ave. Suite 310, 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 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 Medical Center, the successful Contractor should 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 UK King's Daughters. The successful Contractor(s) will pay UK King's Daughters a contract administration fee of two (2) % of goods/services provided and invoiced 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 UK King's Daughters Medical Center and should be delivered to Supply Chain, 2301 Lexington Ave., Suite 310, Ashland, Kentucky 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.

6.29 Payment Terms

The 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 the Medical Center will be paid based on the following protocol:

1. 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.
2. Payments by check. Payment terms for check payments are Net-40.
3. Prompt payment discount (i.e., 2% Net 10)

4. Individuals receiving payments from the Medical Center 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 SCOPE OF SERVICES

7.1 Detailed Services Defined

The Offeror is to propose the broadest possible selection of Technology Products, Services, and Solutions. Offeror should have demonstrated experience in providing the Products and Services as defined in this RFP.

- General Purpose Commercial Information Technology Equipment, Software, and Services
- Networking Products, Services and Support
- Healthcare IST Consulting and Staff Augmentation Services

The Offeror shall be authorized resellers of the Products and Services listed in General Definition of Products and Services or direct manufacturers of the Products and Services.

If Offerors are the manufacturer of the Products and Services and has partner resellers/dealers/distributors that sell manufacturer's Products and Services, then the partner resellers/dealers/distributors must agree to the terms and conditions of this RFP and Offerors shall provide documentation of such.

The Offeror shall have the resources to work with multiple entities at the same time.

The Offeror shall be expected to use these guidelines in developing the proposed solution:

- Accessible service means that all will have easy access to the organization.
- Seamless customer service means that the Offeror employees provide accurate information, demonstrate good problem solving skills and are well trained and evaluated for jobs performed.
- Customer service goals must be measurable and regularly evaluated.
- Offeror shall provide a dedicated sales team.
- Offeror shall house inventory of custom SKUs at no cost to UK KDMC; quantity will be based on established run-rate and/or project forecasts.
- The Offeror shall provide Service Level Agreements (SLAs) for quote generation, configuration of standard desktops/ laptops, and return communication.

The Offeror shall provide a complete maintenance and support plan including emergency and non-emergency intervals, as well as periodic routine schedules. Routine maintenance and associated costs shall be quoted and shall include but not be limited to:

- Updates
- Telephone assistance
- Service hours and response times

All work performed by the Offeror in pursuant to the Agreement shall meet highest industry standards and shall be performed in a professional manner by staff with the necessary skills, experience, and knowledge.

Neither the Products and Services nor any software or hardware provided by the Offeror under the Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party.

The Offeror has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under the Agreement by interruptions in the computer systems used by the Offeror.

Category I: Technology Products

The Offeror shall provide a complete portfolio of technology products to include but not limited to:

1. Desktops
2. Laptops
3. Tablets
4. Thin clients
5. PDA's
6. Computer accessories
7. Computer components
8. Servers
9. Storage
10. Ruggedized devices
11. Teleconferencing
12. Analog phones
13. VoIP phones
14. Conference phones
15. Audiovisual equipment such as computer-video interfaces
16. Ethernet control interfaces and high resolution cables
17. Instructional equipment
18. Security equipment, cabling
19. Modems
20. Wired and wireless networking
21. Networking to support server
22. Storage and client applications such as routers and switches
23. Software
24. Power protection
25. Data protection
26. Video cameras
27. Virtualization products
28. Systems and network management tools
29. Database products

Category II: Technology Services

The Offeror shall provide a complete portfolio of technology services and solutions such as:

- Systems configuration
- Testing
- Software copying
- Hardware and software installation
- Upgrades and/or maintenance
- System integration
- Network integration
- Extended warranties
- Warranty service
- And any other services and solutions available from Offeror

Specific requirements will be developed on a task order basis and may include, but is not limited to, services and solutions such as:

- Virtualization: Transform data center with virtualization to consolidate servers, reduce energy consumption, increase IT capacity, add system flexibility, and prepare for cloud computing.
- Physical Security: Security solutions, critical infrastructure, physical and logical access control, identity management, automated alarms and alerts, integration with databases containing critical security information, cyber security and asset management, endpoint security, and other network security and IT security.
- Communications: Communication solutions to converge voice, data and video communications onto a single, secure IP-based network.
- Cloud: Cloud solutions for scalable computing and storage capacity and rapid self-provisioning computing capabilities. This may include, but is not limited to, Cloud Infrastructure as a Service (IaaS), Cloud Software as a Service (SaaS) and Cloud Platform as a Service (PaaS).
- Infrastructure: Infrastructure solutions such as data center management, network modernization and migration, desktop virtualization, risk and vulnerability management, and IT service management.
- Data Management: Data management solution, which uses technologies such as thin provisioning, de-duplication and automated storage tiering to improve storage utilization.
- Visual Communications: Visual communications that integrate audio, video, voice, and presentation capabilities.
- UCC (Unified Communications and Collaboration): UCC video teleconferencing solutions that provide for critical infrastructure, emergency operations centers, command rooms, fusion centers, and training rooms.
- Mobility: Mobility services to keep users connected, responsive and secure such as email protection, download prevention, containerize content on devices, self-destructing content, and content linked back to the user.
- Asset Management: Asset management solutions to identify and manage installed software, hardware, and license entitlements.
- Data Protection: Data protection to protect, backup, recover, and archive data and applications.

- Financial Services: Financing options such as lease, lease to own, lease with option to own, and IT as a Service.

The successful Offeror(s) shall throughout the life of this contract maintain expertise, resources and capabilities to perform the following:

- Provide commercial hardware, software, peripherals, and accessories
- Provide maintenance support of the services and solutions

All software and documentation provided by the Offeror or its subcontractors will have sufficient information and capabilities to enable UK KDMC to permit the public inspection and examination and to provide electronic copies of public records stored, manipulated or retrieved by the Products.

All software and documentation provided by the Offeror or its subcontractors will have sufficient information to create an index containing the following information with respect to each database used by the Products without extraordinary commitments of staff or resources: annotated list of data fields: name, description, and restricted field indicator; description of the format or record layout; frequency with which the database is updated; list of any data fields to which public access is restricted; description of each form in which the database can be copied or reproduced; title of the database; owner of the data; narrative description of the database; person creating the index; and purpose of the database.

Category III: Professional and Support Services

1. Consulting
2. Staff augmentation

The successful Offeror(s) shall throughout the life of this contract maintain expertise, resources and capabilities to perform the following:

- Perform consulting, assessment, design, integration, installation, and managed Services and Solutions
- Perform a wide range of professional, technical support and engineering services and solutions to support the mission and objectives
- Provide project management support for each deliverable under the contract
- Provide project-specific and overall contract performance reporting, as required

Category IV: Technology Security

The Offeror shall Including, but not limited to the following:

1. Digital Data Service (DDS) (Geographic Information Systems)
2. Firewall Service
3. Network Maintenance
4. Network Management Software
5. Network Management System (NMS) MSP
6. Network Operation
7. Network Security MSP
8. Network Shared Infrastructure
9. Network Shared Maintenance

7.2 **Optional Services**

Please include pertinent information related to product warranty, servicing (to include any potential maintenance agreements) and / or training services your company may include. If you offer any rebate incentives based on specific purchase rates include that information as well. Please submit your bid on optional services by completing Section 7.1.

8.0 **FINANCIAL OFFER SUMMARY**

For Category's I, II, and IV, All proposed pricing shall be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. Line-item Pricing is pricing based on each individual product or service. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. Percentage Discount from Catalog or Category is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with UK KDMC, Technology Products and Services with Related Solutions and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The Offeror's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g. the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location). Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

Any additional pricing lists should remain attached to the RFP for purposes of accurate evaluation. UK KDMC will not be obligated to pay any costs not identified on the RFP. Respondents must certify that any costs not identified by the Respondent, but subsequently incurred in order to achieve

successful operation of the service, will be borne by the Offeror. Failure to do so may result in rejection of the Proposal.

UK KDMC may consider any pricing and/or revenue offerings in the Proposal, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, unless otherwise specified in the Proposal. UK KDMC may accept or reject in part or entirely a Proposal's pricing and/or revenue offerings, unless otherwise specified in the Proposal. A Proposal's pricing and/or revenue offering may not be modified after Opening unless UK KDMC, at its sole discretion, permits such modification. UK KDMC may reject any Proposal in which the pricing and/or revenue offering does not conform to the prescribed manner and method in this RFP.

8.1 Fee Schedule

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

Category III: Professional and Support Services

- **Consulting**

Level of Staff (or equivalent)	Level 1 (Support Staff Only)	Level 2 (3 yrs.)	Level 3 (5+ yrs.)
Principal	\$ _____	\$ _____	\$ _____
Associate Principal	\$ _____	\$ _____	\$ _____
Senior Consultant	\$ _____	\$ _____	\$ _____
Consultant	\$ _____	\$ _____	\$ _____
Senior Analyst	\$ _____	\$ _____	\$ _____
Analyst	\$ _____	\$ _____	\$ _____
Subject Matter Expert	\$ _____	\$ _____	\$ _____
Trainer	\$ _____	\$ _____	\$ _____
Manager	\$ _____	\$ _____	\$ _____

- **Staff augmentation**

Level of Staff (or equivalent)	Level 1 (Support Staff Only)	Level 2 (3 yrs.)	Level 3 (5+ yrs.)
Subject Matter Experts	\$ _____	\$ _____	\$ _____
Network Engineers	\$ _____	\$ _____	\$ _____
System Engineers	\$ _____	\$ _____	\$ _____
Cyber-Security Engineers	\$ _____	\$ _____	\$ _____
Infrastructure Engineers	\$ _____	\$ _____	\$ _____
Application Analysts	\$ _____	\$ _____	\$ _____
Software Developers	\$ _____	\$ _____	\$ _____
Other (List specific)	\$ _____	\$ _____	\$ _____

Other (List specific) \$ _____ \$ _____ \$ _____
 \$ _____ \$ _____ \$ _____

8.2 Optional Services (Section 7.2)

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

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.