



University of
Kentucky[®]
Procurement Services

Request for Proposal
UK-2500-25
Proposal Due Date – 4/1/25

Voluntary Benefits Broker/Enrollment Services and
Specified Broker Services



REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.: UK-2500-25	RETURN ORIGINAL COPY OF PROPOSAL TO:	
Issue Date: 3/11/25	UNIVERSITY OF KENTUCKY	
Title: Voluntary Benefits Broker – Enrollment and Specified Broker Services	PROCUREMENT SERVICES	
Purchasing Officer: Rebecca Purcell	411 S LIMESTONE	
Phone: 859-257-5479	ROOM 322 PETERSON SERVICE BLDG.	
Email: rpurcell@uky.edu	LEXINGTON, KY 40506-0005	

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 4/1/25 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

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

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

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

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

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

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

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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:

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1.0 DEFINITIONS

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

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

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

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

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

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

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

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

The term "solicitation" means RFP.

The term "University" means University of Kentucky.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

This Request for Proposal (RFP) is issued to solicit proposals from qualified, experienced, financially sound and responsible offerors for delivery and management of a comprehensive, voluntary benefits program that will be offered to employees and retirees of the University of Kentucky.

It is the University's intent to offer voluntary, employee-paid benefits products to its employees on a no-cost basis to the University.

The successful offeror shall be responsible for providing a voluntary benefits program that has the capacity to provide, at minimum, the following benefits/insurance products:

- Automobile
- Homeowners/Renters
- Universal Life
- Accident Insurance
- Hospital Indemnity Insurance
- Short -Term Disability
- Cancer and Specific Disease
- Supplemental LTD
- Pet Insurance
- Legal Services

Vision Coverage (mostly self-administered by the University and considered "core" benefit)

Dental Coverage (mostly self-administered by the University and considered "core" benefit)

The University currently offers these products, except for the hospital indemnity plan. In addition, the successful offeror will be authorized to solicit proposals for the specified products ("Specified Products") listed below on behalf of the University, utilizing expertise/consulting/contract and vendor management/and administrative support as appropriate. It is the University's expectation of the successful offeror to be resourceful, transparent and able to achieve the greatest quality, value and service for the University related to these products, and to work as a strategic business partner. The products include A) life insurance related products which are often bundled to achieve the greatest value; B) stop-loss insurance for the University's self-insured health plans (currently employee and student health plans).

Specified Products

- Basic Term Life (employer paid core benefit)
- Basic AD&D (employer paid core benefit)
- Optional Life (employee paid voluntary benefit)
- Dependent Life (employee paid voluntary benefit)

- Optional AD&D (employee paid voluntary benefit)
- Health Plans Stop-Loss (employer and employee shared cost of health plan provision)

It is the University's intent to offer the Voluntary Benefits and employee-paid Specified Products listed above to its employees on a no-cost basis to the University.

Some of the above Voluntary Benefits and Specified Products are offered to University employees with set premiums based on specific factors such as age at the time of the policy issuance. These premiums are locked in for a period of time or indefinitely as long as the employee continues to pay the premiums for the product.

The successful offeror shall propose appropriate methods by which these current products may be offered, without financially penalizing employees or reducing the benefits of the proposed Voluntary Benefits program and or certain Specified Products.

The University of Kentucky's Voluntary Benefits Program and Specified Products shall be designed and managed as an independent Contractor to the University with minimal assistance from the University's HRB Department. The individual employees, who elect to participate, shall be responsible for the premium costs associated with any of the voluntary benefits selected by the employee. The University shall be responsible for any applicable employer paid products. Premiums will be paid via a payroll deduction.

The successful offeror will provide an automated benefits enrollment system in support of the Voluntary Products/Specified Products that interfaces or links easily with the University systems. The University reserves the right to put all Voluntary Benefit/Specified Products offerings on its benefit administration system. Should the University put all Voluntary Benefit/Specified Products offerings on its administration system, the successful offeror agrees to proportionately share in the cost of such system, partnering with the University in such a way as to present the most effective method of communicating and maximizing the value of, employee engagement in, and understanding of the Core Benefits as well as Voluntary Benefits/Specified Products for a well-rounded and user-friendly benefits package presentation.

The successful offeror will agree to provide the maximum degree of support to UK in providing services and will respond to requests from UK promptly and responsively. The successful offeror will promptly bring to UK's attention those problems which they are unable to resolve to the satisfaction of any UK employee.

In addition to 20,000 University employees, approximately 400 former UK Community College System Employees, who now work for the Kentucky Community and Technical College System (KCTCS) employees are eligible for participation. KCTCS maintains a separate payroll from UK and will provide the successful Offeror with eligibility information and coordinate premium deductions.

See Section 7.0 for additional Scope of Services.

2.2 **Background Information**

The University has offered Voluntary Benefits/Specified Products through a single broker/enrollment firm since 1995. The current firm provides up to three salaried employees (on and off campus depending on required workloads related to all products vendor is authorized to broker and manage) on the ground in Lexington, Kentucky, to assist new employees and current employees (Open Enrollment, anytime benefits, qualified events and new off-cycle offerings) with the evaluation and enrollment into the various Voluntary Benefits/Specified Products programs. The University typically hires approximately 250 benefits eligible employees each month. The contractor is required to staff benefits events on campus such as New Employee Orientation meetings or Open Enrollment meetings or other special events and requests by university departments/units. The dental and vision coverages are currently listed as a Voluntary Benefit, since the university does not subsidize this coverage. At some point in the future, the University could begin to subsidize these benefits and reserves the right to move them out of the voluntary benefits offering and move into a self-funded arrangement. In this case, ASO Renewals (Administrative Services Only) would be handled by the consulting firm handling the self-funded medical plan. See **Attachment A** for a complete book of business for an understanding of the scope and volume of work.

2.3 **University Information**

Upon his arrival in 2011, President Eli Capilouto set an ambitious agenda to extend and enhance our role as Kentucky's land-grant and flagship research university. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning and academic excellence; fostering a robust research enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University of Kentucky will help ensure a Kentucky tomorrow that is healthier, wealthier and wiser than it is today.

Our mission is to advance Kentucky.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK's campus now covers more than 900 acres. The university enrolled more than 32,000 students in Fall 2022 and has approximately 25,000 employees, including nearly 3,000 full-time faculty.

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

The state's flagship university consists of 18 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts;

Graduate School; Health Sciences; Honors; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies. UK's research faculty, staff and students are establishing UK as one of the nation's most prolific public research universities. UK researchers were awarded more than \$452.9 million in extramural grant and contract funding in fiscal year 2022. Fifty-six percent of this funding comes from agencies in the federal government (\$256 million) such as the National Institutes of Health, National Science Foundation, Department of Energy, Department of Defense and numerous other federal, state and industry sponsors. Expenditures from research and development (R&D) activities at the university generate more than \$772 million in economic development across the Commonwealth of Kentucky and support more than 4,395 jobs.

With more than 70 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting equine disease research.

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

Among the brightest examples of UK's investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey's robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation's highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky. The designation was renewed in 2018.

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

The University of Kentucky is the recipient of a Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer's Disease Center. UK is one of only 29 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation's finest academic medical centers and includes the university's clinical enterprise, UK HealthCare. Licensed for 965 beds across UK Albert B. Chandler Hospital, Kentucky Children's Hospital and UK Good Samaritan Hospital, the system is supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Since 2014, the number of patients served by the medical enterprise has nearly doubled, with more than 38,000 discharges in 2022.

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

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

The University of Kentucky 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 university's academic excellence in all areas and gaining worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building a diverse community and its engagement with the larger society. This commitment is all part of the university's mission as a 21st century flagship and land-grant research university. From its Nobel Laureates to cutting-edge work in addressing health disparities, and from the artistic wonders that stir souls to our scientific creativity that inspires minds, UK seeks a brighter future through the contributions of our faculty, staff, students and alumni.

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

SUSTAINABILITY

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

2.4 Economic Engagement and Procurement

The University of Kentucky is committed to serving as an advocate for Kentucky located businesses as part of its on-going workforce development and economic development efforts.

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

The University'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 University.
- Support Kentucky located vendors seeking to do business with the University 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 University'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	3/11/24
Deadline for Written Questions	3 p.m. Lexington Time on 3/17/25
RFP Proposals Due	3 p.m. Lexington Time on 4/1/25

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:

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

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

3.3 **Offeror Presentations**

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

3.4 **Preparation of Offers**

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

The offeror will furnish all information required by this solicitation.

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

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

3.5 **Proposed Deviations from the RFP**

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

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

3.6 **Proposal Submission and Deadline**

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

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

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

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

Proposals 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.

3.7 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.

3.8 Acceptance or Rejection and Award of Proposal

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

3.9 Rejection

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

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

3.10 Addenda

Any addenda or instructions issued by the purchasing agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda should be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.11 Disclosure of Offeror's Response

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

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

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

3.12 Restrictions on Communications with University Staff

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

3.13 Cost of Preparing Proposal

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

3.14 Disposition of Proposals

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

3.15 Alternate Proposals

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

3.16 Questions

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

3.17 Section Titles in the RFP

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

3.18 No Contingent Fees

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

3.19 Proposal Addenda and Rules for Withdrawal

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

3.20 Requirement to Perform Vendor Onboarding and Registration

As a condition of award, and for any renewals performed during the life of the contract, successful Contractor agrees to register their company with PaymentWorks, Inc., the University's vendor onboarding application. Registration information will be provided by 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 University of Kentucky 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 University.

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

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

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

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

4.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview 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.

Business Description	Check All That Apply
Minority-Owned	
Woman-Owned	
Small Business	
Veteran-Owned	
LGBTQ-Owned	
Disability-Owned Business Entity (DOBE)	
Diversity Not Indicated	

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 University of Kentucky 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 resumes for the key personnel who will be assigned to this project.
4. Provide information explaining if personnel assigned to this account would be salaried or would work on commission.
5. Provide the company's turnover rate for the employees who perform the enrollment and customer service functions.
6. Provide information demonstrating that the Offeror is licensed to do business in the State of Kentucky and list all states in which Offeror is licensed to do business.
7. 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.
8. 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.
9. 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.
10. 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. The University 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.

11. 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.
12. Provide information regarding any security breaches of Offeror's computer systems/network in the past five years.
13. Provide information regarding accommodations that Offeror can provide for enrollment and customer service needs of non-English speaking employees or employees with various disabilities.
14. Provide information regarding the Offeror ability to comply with current and future HIPAA regulations.

4.6 Criteria 2 – Services Defined

1. Provide an overall description of the proposed Voluntary Benefits Program. Provide a narrative detailing your approach to this project. Discuss how your firm will perform the proposed services described in this RFP and the anticipated level of effort for the work.
2. Provide an explanation regarding how the Employee Benefits Office and the successful Offeror will coordinate all activities. Describe what level of support will be required from the Employee Benefits Office during the Open Enrollment and throughout the plan year.
3. Provide the process the Offeror uses to monitor and ensure continual and optimal performance of the Voluntary Benefits Program and the Specified Products.
4. Provide information detailing if the Offeror will underwrite all product lines of coverage, or will the Offeror use a network of other insurance carriers? Please describe if using other carriers.
5. Provide a list of each product line your organization provides or can provide in detail. Provide the range of limits that are available, if applicable. Please include criteria used to evaluate product and service partners (if applicable) (i.e. national in scope, length of service, reputation, etc.)
6. Provide the following information, if applicable, for the benefits listed in Section 2.1 as being the minimum products that must be provided.
 - Company Information
 - Duration of vendor's affiliation with product offered by proposing company
 - Is the product rated as top quartile among similar products?
 - Ratings such as A.M. Best, Moody's, Standard & Poor's, etc.
 - Are there rate guarantees?
 - Is the product pooled or experience rated?

- Is the product group or individual?
 - Is the product portable?
 - Is the product guarantee issue?
 - Is the coverage guaranteed renewable for individuals if the University chooses to drop the coverage or if the relationship between the University and the carrier is severed.
 - Are dependents and other family members eligible for the coverage?
 - Are retirees eligible for the coverage?
 - Is there an age restriction on the coverage?
7. Provide a list of subcontractors which would be used during this project and describe each subcontractor's role.
 8. Provide information demonstrating the Offeror's ability to be the customer service point of contact for employees concerning all voluntary products and the tools used to provide such service. The Contractor is expected to offer service through, at a minimum, a toll-free (and/or local) telephone line, a fax number, and an e-mail address. A local presence is required. The response should state any additional methods of delivery of high-quality customer service that the Offeror may propose.
 9. Provide the address, telephone and fax number of the office that will administer the University of Kentucky voluntary benefit products.
 10. Provide the process utilized by the company to select and train the individuals who will perform this work.
 11. Provide the following information regarding the enrollment staff:
 - a. Are they employees or independent contractors?
 - b. Are they salaried or commissioned?
 - c. What is their average tenure in the business?
 - d. How many would be dedicated to the University of Kentucky Voluntary Benefits and the Specified Products which are voluntary benefits program?
 12. Provide information regarding the Offeror's ability and willingness to provide educational/informational presentations, periodically, at the request of the University, should such opportunities be necessary to help employees understand their benefits.
 13. Provide a description of the various enrollment mechanisms that are currently available to the Offeror (e.g. internet, interactive voice response (IVR), telephonic, hard copy forms, etc).
 14. Provide the address (URL) of your internet site and outline your overall internet strategy.
 15. Explain how premium quotes are provided, i.e. does the vendor provide quotes directly, or are they provided by a third party?
 - a. Provide the average response time for obtaining premium quotes over the web.
 - b. Provide the average response time for obtaining premium quotes over the phone.
 - c. Provide the average response time for obtaining premium quotes via facsimile.

- d. Provide the average response time for obtaining premium quotes using e-mail.
16. Provide a statement of whether or not the enroller would provide each enrollee with a benefits statement at the time of enrollment and provide an example.
 17. Provide examples of written literature (booklets, pamphlets, enrollment forms, etc) that would be available to facilitate communications to employees for the voluntary benefits program. Include these samples as an appendix to the Offeror's proposal.
 18. Provide a statement of the Offeror's willingness to fund other items of the communications process (e.g. enrollment forms, program specific booklets/pamphlets, etc.). These communication items are the responsibility of the Contractor and/or the company(ies) offering the voluntary products.
 19. Provide a statement of the Offeror's willingness to fund the appropriate percentage (in accordance with number of pages devoted to voluntary benefits in proportion to the total number of pages in the Booklet) of the design, layout, printing, and mailing of the Benefits Booklet. (See Attachment B) (Click on <https://hr.uky.edu/sites/default/files/2024-open-enrollment-booklet.pdf>). The University produces benefits materials for annual Open Enrollment and or new employees and or retirees each year. University's open enrollment is in April. This expense is approximately \$2,000 annually.
 20. Provide an explanation regarding the Offeror's need for on-site office space and facilities that would be required to support the Voluntary Benefits Program.
 21. Provide information regarding the Offeror's ability to collect premium deductions utilizing the University's payroll deduction process. This responsibility will be accomplished through an electronic payroll deduction coordinated with the University Administrative Services Group and the Payroll Office in the Office of the Treasurer. If a subcontractor or third party is utilized for this function, identify the company and the company's address and phone number.
 22. Provide qualifications regarding any outside administrator/company that will be utilized by the Offeror for the electronic feed of deduction data to the UK and KCTCS payroll systems including the same information that is being requested regarding the Offeror in Responses Section 4.5, Criteria 1 – Offeror Qualifications.
 23. Provide a detailed description of the plan and procedures for coordinating the electronic feed to the UK and KCTCS payroll system.
 24. Provide the Offeror's recommended frequency for payroll deductions if different than every check.
 25. Provide an explanation as to how many payroll codes would be required for the program
 26. Provide an explanation of how payroll deduction/refund errors would be investigated and corrected.
 27. Provide an explanation stating how the Offeror will accommodate employees on leaves of absence, unpaid vacation and terminated employees to provide for continuation of coverage.

28. Provide an explanation stating if the Offeror will allow employees to continue coverage on a direct bill basis if the University elects to cancel the group contract.
29. Provide the escalation procedures that will be utilized for appeals of problems that cannot be resolved at the initial customer service level.
30. 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.

4.7 Criteria 3 – Financial Proposal

The Financial Summary Form should contain the complete financial offer made to the University 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

1. Provide a list of institutions of higher education similar in size and scope of the University of Kentucky, and large health care 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

The University specifically requests references where the Contractor has provided the service in order to verify the level of service provided. The University reserves the right to use this information in the evaluation for this criteria.

2. Provide a statement that the Offeror has the resources available to assure implementation of the voluntary benefit program.
3. Provide a description of how the Offeror proposes the new Voluntary Benefits Program and Specified Products shall be phased in with the current products without financially penalizing employees enrolled in current products.
 - a. The Offeror may accomplish such coordination through various means. The following are examples by which this could be accomplished:
 - b. Providing the presently offered products through the same companies
 - c. Collecting the premiums from presently enrolled UK employees for these products and offering the same product through another company for new enrollees

- d. Offering the same product through a new company at the same premiums for participants currently enrolled in these products
- e. Partnering with the current voluntary benefits or specified products carrier (List in **Attachment A**)
- f. By another means not listed

The Offeror is not required to achieve this coordination through the examples listed above and may propose an alternative means to accomplish this coordination. The University seeks a plan to accomplish this coordination that will NOT result in a financial penalty or reduction of benefits for participants with existing policies

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.

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)?

5.0 EVALUATION CRITERIA PROCESS

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

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

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors 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 University will evaluate proposals as submitted and may not notify offerors of deficiencies in their responses.

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

6.0 SPECIAL CONDITIONS

6.1 Contract Term

The contract resulting from this RFP should be effective July 1, 2025, through June 30, 2028, and is renewable for up to two (2) additional one-year renewal periods. Annual renewal will be contingent upon the University'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 have been received.

6.3 Competitive Negotiation

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

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

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

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

6.6 Contractor Cooperation in Related Efforts

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

6.7 Entire Agreement

The RFP should be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror's response accepted by the University, 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 University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.10 Termination for Convenience

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

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

Demand for Assurances

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

Notification

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

calendar days, the University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

6.12 Funding Out

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

6.13 Prime Contractor Responsibility

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

6.14 Assignment and Subcontracting

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

6.15 Permits, Licenses, Taxes

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

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

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

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

6.16 Attorneys' Fees

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

6.17 Royalties, Patents, Copyrights and Trademarks

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

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

6.18 Indemnification

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

6.19 Insurance

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

COVERAGES	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)
Professional Liability	\$2,000,000 each occurrence/aggregate
Cyber Liability	\$5,000,000 each occurrence*

The successful contractor agrees to furnish Certificates of Insurance for the above-described coverages and limits to the University of Kentucky, Procurement Services. *To determine the exact amount of liability coverage, a SOC2 review, a Higher Education Vendor Assessment Toolkit Questionnaire (HECVAT), a Cloud Assurance Information Questionnaire (CAIQ), and a Standard Information Gathering form (SIG) must be completed.

The successful contractor agrees to furnish Certificates of Insurance for the above-described coverages and limits to the University of Kentucky, Procurement Services. The University, its trustees and employees must be added as additional insured on the Commercial General Liability

policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers' Compensation) in favor of the University, its trustees and employees.

6.20 Method of Award

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

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

6.21 Reciprocal Preference

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

6.22 Auditing

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

6.23 Confidentiality

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

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the offeror declares them to be proprietary in nature and not available for public disclosure, the offeror 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 University's General Counsel shall review each offeror's information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

6.24 Conflict of Interest

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

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

6.25 University Brand Standards

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

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

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

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

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

6.26 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.

6.27 Payment Terms

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

1. The University utilizes Payment Plus (e-payables) as its primary default form of payment. By enrolling in Payment Plus, suppliers can receive payments immediately (all invoices will be paid immediately upon confirmation of goods receipt and invoice). The process is electronic and the supplier receives real-time payment notices. Additional information regarding Payment Plus (and enrollment form) can be found at: <https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form>.
2. Payments by check. Payment terms for check payments are Net-30.
3. Individuals receiving payments from the University that require ACH direct payments will only be processed under special circumstances as approved by the Controller's office. Payment terms for ACH are Net-30.

7.0 SCOPE OF SERVICES

The University payroll system generates monthly payroll checks for exempt University employees and bi-weekly payroll checks for non-exempt employees. The Offeror is expected to manage the voluntary benefits program with minimal assistance from the University. Office space may be available for an onsite customer service or administration coordinator/s. All supplies and equipment for this position would be funded by the successful Offeror.

Resources are not available in the HRB office through which the present voluntary products or additional products may be offered. The administration of the voluntary benefits program will rest with the contractor. The contractor is expected to be the customer service center for the voluntary benefits program and the broker / consultant / administrative management support partner with the specified products.

The voluntary benefits program and specified products extends to a diverse group of approximately 20,000 University employees who are eligible to participate.

In addition, approximately 400 Kentucky Community and Technical College System (KCTCS) employees (former University of Kentucky Community College System employees) who participate in the University's benefits plans by virtue of their rights established under House Bill 1 of the 1997 First Extraordinary Session of the General Assembly. KCTCS employees who were Community College employees and who remained in the University of Kentucky benefit plans have a statutory option to terminate University benefits and receive KCTCS benefits. This option may be exercised at any time. **KCTCS will remit voluntary benefit deductions directly to the contractor/TPA, separate from the University's remittance.** The total number of eligible employees and retirees is approximately 24,000. Some benefits may potentially be available to retirees; there are approximately 4,000 retirees.

The total number of participants currently enrolled in each of the UK voluntary benefits and vendor brokered products is listed in **Attachment A**.

Offering the Products

The University desires that the successful offeror become a partner with the HRB Office in offering a complete voluntary benefits program as well as providing excellent value with the specified products. The voluntary products are meant to supplement the University's existing benefits program. In presentations to employees, it is necessary that the contractor have personnel present and explain products, but not "sell" products. The University requires that salaried employees of the successful offeror, and not commissioned salespersons, make all presentations.

The University desires that employees currently enrolled in products are not financially penalized as a result of enrolling in a similar product provided by a different company. The successful offeror will provide a means by which employees currently enrolled in such voluntary benefits will either continue with current coverage or be transitioned into similar plans without financial penalty.

Employee orientations, benefit related events, and Open Enrollment for staff and faculty may require frequent presence by offeror representatives.

The successful offeror will provide enrollment methods that will accommodate the diverse population of University employees. The enrollment process should provide enrollment methods that can accommodate employees who may have varying degrees of education, a lack of computer skills, physical limitations, or are non-English speakers.

All eligible IRC Sections 125 products shall be provided on a pre-tax basis. Any refund of premiums must be coordinated through the HRB Office and made through the UK payroll system. Refunds are expected to be coordinated with UK's payroll system electronically in the same manner as deductions.

The successful offeror shall be the customer service point of contact for employees concerning all voluntary products and the broker / consultant / administrative management partner with the specified products. The successful offeror is expected to offer service through, at a minimum, a toll-free (and/or local) telephone line, a fax number, and an e-mail address. A local presence is required. The response should state any additional methods of delivery of high-quality customer service that the successful offeror may propose.

Recommending Products and Companies

The successful offeror is expected to stay abreast of the latest products that are being offered nationally as a part of employee benefits packages of colleges/universities and businesses. The successful offeror is expected to make presentations or arrange for presentations of these products to officials of Human Resource Administration and others as determined by officials in HR. The successful offeror is expected to research those companies offering such products and make recommendations on companies and products for future plan years.

Benefits Policies

Go to the University's website at <https://hr.uky.edu/insurance-and-retirement> to benefit related policies, procedures and information.

Other Requirements

The response(s) shall state, in detail, the plans and procedures for the electronic feed to the UK and KCTCS payroll systems. If another company is used for the electronic feed, the RFP shall furnish complete information on that company, and, at a minimum, for that other company furnish the same information that is being requested for the successful offeror in Responses Number 4.5, Criteria 1 – Offeror Qualifications, 8.

The response(s) shall state what role (if any) the successful offeror's representative will assume in administering the voluntary benefits program after the initial open enrollment period.

The successful offeror is responsible for correct deductions being made through the University's payroll deduction process. This responsibility will be accomplished through an electronic payroll deduction coordinated with the University of Kentucky and the KCTCS Information Systems

Division. The University's Payroll Services office is part of University Financial Services (f/k/a Office of the Treasurer).

The Offeror shall indicate its ability to provide technical training services on site to the HRB staff and to employees of the University. Offerors must agree that the University shall be able to reproduce any associated training materials that are provided as part of the training offered to the University staff.

8.0 FINANCIAL OFFER SUMMARY

The University's Voluntary Benefits program is fully funded by employee premium contributions made through payroll deductions. Since the Voluntary Benefits program is voluntary in nature, the University does not provide funding for this program.

The Specified Products are funded by the University, the employee or both.

The successful offeror shall offer Voluntary Benefits and Specified Products on a commission basis, providing for any necessary funds required for program administration.

It will not be required of the Offeror to provide a cost proposal since all administrative fees incurred by the Offeror will not be charged to the University.

8.3 Additional Financial Commitment

The University 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 University graduates, and/or partnering on academic endeavors. Any ideas or offers submitted are purely optional and will not be determinative of the award.