



University of  
**Kentucky**<sup>®</sup>  
*Procurement Services*

Request for Proposal

UK-2594-26

Proposal Due Date – 04/02/2026

UKHC Office of Corporate Compliance – Healthcare Audit



## REQUEST FOR PROPOSAL (RFP)

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

|                            |                                                                                   |                                             |
|----------------------------|-----------------------------------------------------------------------------------|---------------------------------------------|
| <b>PROPOSAL NO.:</b>       | <b>UK-2594-26</b>                                                                 | <b>RETURN ORIGINAL COPY OF PROPOSAL TO:</b> |
| <b>Issue Date:</b>         | <b>03-04-2026</b>                                                                 | <b>UNIVERSITY OF KENTUCKY</b>               |
| <b>Title:</b>              | <b>UKHC Office of Corporate Compliance – Healthcare Audit Consulting Services</b> | <b>PROCUREMENT SERVICES</b>                 |
| <b>Purchasing Officer:</b> | <b>David Stefanic</b>                                                             | <b>411 S LIMESTONE</b>                      |
| <b>Phone:</b>              | <b>859-257-5792</b>                                                               | <b>ROOM 322 PETERSON SERVICE BLDG.</b>      |
| <b>Email:</b>              | <b>david.stefanic@uky.edu</b>                                                     | <b>LEXINGTON, KY 40506-0005</b>             |

**IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 04/02/2026 P.M. LEXINGTON, KY TIME.**

### NOTICE OF REQUIREMENTS

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

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

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

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

### SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

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

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

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

### CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

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## **Attachment A**

## 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 by the University of Kentucky HealthCare (UKHC), Office of Corporate Compliance (OCC) to obtain proposals from qualified, experienced, financially sound, and responsible businesses that can provide comprehensive healthcare related consulting services to the UK HealthCare (UKHC) system and its affiliates. The purpose of the assessment would be to evaluate the accuracy of UKHC's coding, and to help UKHC identify areas of opportunity from a quality and compliance perspective. Services provided by the contractor will include DRG coding audits, and may include medical necessity, and outpatient coding audits. Additional services may be conducted on an as-needed basis as future needs arise and will be detailed in forthcoming Scope of Work engagements.

The audit scope will include the review and verification of the following inpatient coding areas:

- MS-DRG or APR-DRG, as needed
- ICD-10-CM and ICD-10-PCS Codes
- POA Indicators
- Discharge Status

Additionally, the engagement might also include review of the following areas

- Medical necessity
- Outpatient coding
- CPT/HCPCS Codes assigned by the HIM Department
- ICD-10-CM Codes
- Modifiers
- OCE/NCCI edits

The successful Offeror(s) will provide the most qualified individuals in their respective fields that have the skills necessary to complete the review in a timely, professional, and cost-effective manner. Successful Offeror(s) should have experience with large academic medical centers (AMCs) that incorporate the pillars of academic healthcare – research, education and clinical care, and shall have significant depth of experience in consulting for the category(s) for which they respond.

**HIPAA/BAA Requirement -- Attachment A**

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

**Corporate Compliance Requirements**

The Offeror represents and warrants that it is not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. section 1320a-7b(f) or in any other government payment program. In the event that successful contractor is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of this agreement, they will notify 2333 Alumni Park Plaza, Suite 400, Lexington, KY 40517. University of Kentucky shall immediately terminate this agreement upon written notice to the successful contractor.

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

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

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

**2.2 Background Information**

UK HealthCare is committed to the pillars of academic health care – research, education, and clinical care, dedication to improving the health of the people of Kentucky by providing advanced health care, serving as an information resource and strengthening local health care by partnering with community hospitals and physicians.

The Office of Corporate Compliance for UK HealthCare supports the University's mission and strategic plan by helping to navigate the highly regulated environment in which UK HealthCare operates.

Our Corporate Compliance Program allows us to meet this mission within the bounds of policy, regulation, and law. It encourages transparency in our decisions and the ethical use of our resources.

In order to comply with the regulatory requirements in the state of Kentucky, Federal Regulations, U.S. Department of Justice (DOJ) Corporate Compliance Program Guidelines, and uphold the Seven Fundamental Elements of an Effective Compliance Program of the Office of Inspector General of the U.S. Department of Health and Human Services, the OCC is seeking qualified professional(s) to provide a comprehensive independent assessment of UKHC's DRG and Medical Necessity billing, coding, and auditing practices.

## **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 — 160 years strong — is to advance Kentucky in everything we do.

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. In Fall 2025, the university enrolled nearly 39,000 total students, including another record-setting first-year class of more than 7,000 students — for the first time, more than 4,000 are Kentuckians and nearly 1,900 are first generation. The institution now employs approximately 33,000 employees, including nearly 3,300 full-time faculty.

UK is just one of eight 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 \$496.9 million in extramural grant and contract funding in fiscal year 2025. Fifty-one percent of this funding comes from agencies in the federal government (\$255.3 million) such as the National Institutes of Health, National Science Foundation, Department of Energy, Department of Defense and numerous other federal sponsors. In fiscal year 2024, expenditures from research and development (R&D) activities at the university generated \$937 million in economic activity across the Commonwealth of Kentucky and supported 4,712 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 carbon fibers, rare earth metals, graphite, concrete and cement, energy policy, fuels research, hydrogen and materials characterization.

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 and 2023.

The University of Kentucky is the recipient of a Clinical and Translational Science 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 Research 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 1,150 beds across UK Albert B. Chandler Hospital, Golisano Children's at UK 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.

UK Chandler Hospital includes the only Level 1 Trauma Center for adult 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. 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 homes 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. UK King's Daughters serves a 16-county region across Kentucky, Ohio and West Virginia. Its health system includes two hospitals totaling 455 licensed beds, more than 80 ambulatory centers and practice locations, a long-term care facility, medical transport company and eight 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 expanded clinical and academic programs as well as resulted in greater access to high-quality patient care for more Kentuckians. UK St. Claire is one of the largest employers in the region, with over 1,600 staff members, including a growing medical staff of more than 200 physicians and more than 100 advanced practice professionals representing more than 35 medical specialties. It includes the largest rural hospital in Northeastern Kentucky, seven primary care locations located within five counties, a multispecialty 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, UK St. Claire provides home health and hospice services in eight counties within its 11-county service region. The acquisition was finalized on July 1, 2024.

In fiscal year 2024, UK HealthCare's six owned hospitals totaled more than 1,700 licensed beds, saw nearly three million ambulatory visits and discharged approximately 71,000 patients.

Also in October 2024, UK's Board of Trustees issued a bold charge: to unite the University of Kentucky's research, service and learning capabilities with partners to co-create solutions that expand opportunity, strengthen communities and improve well-being across Kentucky. That charge became the Advancing Kentucky Together (AKT) Network — a statewide partnership connecting

organizations that share one vision: to ensure a Commonwealth where every Kentuckian has access to quality care, strong education, meaningful work and a connected community. Through the AKT Network, the university and its partners are aligning ideas, resources and expertise to improve lives in every region of the state across four main pillars: health care access and innovation, education and opportunity pathways, workforce and economic development and land-grant and community engagement. So far, eight partners have formally joined the network, including two existing internal strengths — UK HealthCare's Healthy Kentucky Initiative and UK's Economic Development Collaborative's OneUK — as well as the first academic partner and inaugural major corporate partner.

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.

More information about UK can be found at this [this website](#).

## **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                 | 03/04/2026                          |
| Deadline for Written Questions | 3 p.m. Lexington Time on 03/16/2026 |
| RFP Proposals Due              | 3 p.m. Lexington Time on 04/02/2026 |

#### 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:

David D. Stefanic  
Procurement Services  
University of Kentucky  
322 Peterson Service Building  
Lexington, KY 40506-0005  
Phone : (859) 257-5791  
Fax : (859) 257-1951  
E-mail: [david.stefanic@uky.edu](mailto:david.stefanic@uky.edu)

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

### 3.4 **Offeror Presentations**

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

### 3.5 **Preparation of Offers**

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

The offeror will furnish all information required by this solicitation.

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

An electronic version of the RFP, in .PDF format only, is available through the 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 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.

### 3.7 **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.

### **3.8 Modification or Withdrawal of Offer**

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

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

### **3.9 Acceptance or Rejection and Award of Proposal**

The 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.

### **3.10 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 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.

**3.11 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 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.

**3.13 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.

**3.14 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 University will provide no reimbursement for such costs.

**3.15 Disposition of Proposals**

All proposals become the property of the University. 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 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.

**3.20 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 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.

**3.21 Requirement to Perform Vendor Onboarding and Registration**

As a condition of award, and for any renewals performed during the life of the contract, successful Contractor agrees to register their company with PaymentWorks, Inc., the 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.

#### **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. The Offeror shall provide a brief narrative of its firm, including ownership structure, number of employees, years in business.
2. Whether the company has ever filed for bankruptcy, been in loan default, or if there are any pending liens, claims, or lawsuits against the firm. If so please describe.
3. Provide contact information for the principal individual(s) to be contacted regarding the information in this RFP.
4. How is your company organized to service its clients?
5. Has your firm or any affiliated company of the firm been engaged by the University for its operations over the past ten (10) years? If so, describe the nature of the engagement (i.e., scope of services, duration of engagement, etc.) and related outcomes.

6. Does the company use third parties for any product development, services or support? If yes, please describe. Are any of the companies offshore

7. Include any other information that may be of value in evaluating the Offeror's firm's qualifications.

8. Provide examples of DRG audits and other comparable engagements performed within the past five (5) years.

For each example include:

- a. A short description of audit scope and complexity.
- b. Audit results found.
- c. Client name and contact (if permitted) or other description of client (type of health care entity/hospital, number of beds).

9. Risk Identification & Mitigation

Identify the most significant risks or challenges you foresee in successfully performing the scope of this solicitation.

For each risk, describe:

- The potential impact on schedule, cost, quality, or operations.
- The strategies, resources, or contingency plans you will use to avoid, minimize, or resolve the risk.

#### **4.6 Criteria 2 – Services Defined**

The purpose of these audits would be to assess the following, describe how you would handle each:

1. Assess appropriateness of DRG assignment, code sequencing and identification of significant reportable diagnoses and procedures.
2. Assess if provider documentation supported code(s) assigned.
3. Identify potential coding compliance issues or opportunities to improve code specificity.
4. Determine if official coding guidelines were utilized appropriately and consistently.
5. Validate correct use of OCE/NCCI edits including application of modifiers.
6. Assess the accuracy of the abstracted discharge status element.
7. Assess the accuracy of present on admission (POA) indicators.
8. Assess physician query appropriateness and identify potential query opportunities.
9. Identify any education/training needs.

For medical necessity reviews, upon request, assess whether items and services are reasonable and necessary.

Deliverables:

Upon completion of the audit, the contractor shall provide a report of the results in the form of a summary report and, as appropriate, any recommendations, by way of Word document or PowerPoint, per the request of UKHC. In addition to the summary report, a comprehensive Excel spreadsheet by patient encounter, with applicable roll-up summaries shall be provided.

**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 7.0. All financial information should be submitted in a sealed envelope under separate cover.

**4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule**

Provide the following information:

1. Describe three (3) References with a contact name, contact phone number, & contact email, that would act as evidence of past successful compliance reviews. The offeror should grant permission to the University to contact the references.
2. The successful offeror shall have adequate representation to accommodate the University account. The representative will have the responsibility to call on the Procurement Services and on other University Departments and resolve invoice discrepancies and other problems that may occur. The above responsibilities will be on an as needed basis unless otherwise specified.

Representative Name: \_\_\_\_\_

Phone and Email: \_\_\_\_\_

Working Hours \_\_\_\_\_

**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 for 1 year from date of execution and is renewable for five (5) additional one-year renewal periods. Annual renewal should 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, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

### **6.3 Competitive Negotiation**

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

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

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

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such 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**

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

#### **LIMITS**

Statutory Requirements (Kentucky)  
\$500,000/\$500,000/\$500,000  
\$1,000,000 each occurrence  
(BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate  
\$1,000,000 each occurrence  
(BI & PD combined)  
\$1,000,000 each occurrence  
\$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. 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 also have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

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

**6.23 Confidentiality**

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

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the offeror declares them to be proprietary in nature and not available for public disclosure, the offeror 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](http://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 Personal Service Contract Policies**

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

##### **A. Professional Service Rate Schedules:**

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

##### **B. Invoicing of Personal Service Contracts:**

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

## **6.26 Copyright Ownership and Title to Designs and Copy**

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

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

## **6.27 University Brand Standards**

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at <https://brand.uky.edu/>. 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, as may be amended from time to time. For purposes of clarity, updated regulations under Section 508 standards now incorporate WCAG 2.1 Level AA, and for purposes of this agreement WCAG 2.1 Level AA compliance is

expressly included. Contractor agrees to promptly respond to, resolve and remediate any complaint regarding accessibility of products or services not in compliance with Section 508 and WCAG 2.1 Level AA in a timely manner and provide an updated version to

University at no cost. If deficiencies are identified, University reserves the right to request from Contractor, a timeline by which accessibility standards will be incorporated into the products or services provided by Contractor and shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

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

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

**6.28 Printing Statutes**

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

**6.30 Payment Terms**

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

1. The University utilizes Payment Plus (e-payables) as its primary default form of payment. By enrolling in Payment Plus, suppliers can receive payments immediately (all invoices will be paid immediately upon confirmation of goods receipt and invoice). The process is electronic and the supplier receives real-time payment notices. Additional information regarding Payment Plus (and enrollment form) can be found at: <https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form>.
2. Payments by check. Payment terms for check payments are Net-30.
3. Individuals receiving payments from the University that require ACH direct payments will only be processed under special circumstances as approved by the Controller's office. Payment terms for ACH are Net-15.

## 7.0 FINANCIAL OFFER SUMMARY

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

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

### 7.1 Fee Schedule

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

\*See example, offeror to list Level of Staff and pricing accordingly.

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

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

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

## 7.2 **Reimbursements**

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

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

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

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

Reimbursements submitted by successful contractors regarding Statements of Work are subject to Kentucky state travel regulations: <https://apps.legislature.ky.gov/law/kar/titles/200/002/006/>.

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

Conditions:

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

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

Travel Guidelines:

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

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

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

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

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

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

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

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

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

### **7.3 Alternate Pricing**

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

#### **Additional Financial Commitment**

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.