



Request for Proposal
UK-2631-27

Proposal Due Date – November 20, 2026

Intranet Provider for UK HealthCare Employees



REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.:	UK-2631-27	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	October 28, 2026	UNIVERSITY OF KENTUCKY
Title:	Intranet Provider for UK HealthCare Employees	PROCUREMENT SERVICES
Purchasing Officer:	Randy Bartley	411 S LIMESTONE
Phone:	859-257-6759	ROOM 322 PETERSON SERVICE BLDG.
Email:	randy.bartley@uky.edu	LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: November 20, 2026 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	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO.:	SIGNATURE:	DATE:

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Appendix B: UKHC IT Technical Requirements - Employee Learner Digital Platform

Appendix C: PHI & HIPAA Compliance and Uptime and Downtime Specifications

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

The University of Kentucky on behalf of UK HealthCare and all other affiliated corporations in collaboration with IT Security (ITS) are issuing a Request for Proposal (RFP) to obtain proposals for offeror(s) to provide, implement and aid in the migration of content to a modern intranet platform. This internal platform will serve as a home base and support a cohesive digital workplace in support of UK HealthCare's mission, vision, values and strategic plan. It will enhance internal communication, increase efficiency and productivity, and foster community, culture, and engagement within the university health system. It should facilitate two-way, multichannel and targeted communication, as well as serve as a trusted, easily accessible centralized source of information and resources.

The platform should support future growth by allowing additional hospitals, facilities and employee populations to be added over time without significant reimplementations. It should also support differentiated experiences based on organizational affiliation, location, role and other defined user attributes.

Detailed services defined listed in Section 7.1.

This strategy-based platform should assist UK HealthCare and ITS in the following ways:

- Communicate the brand and its standards internally
- Strengthen two-way, multichannel and targeted internal communication across entities, locations, departments, roles and defined employee groups.
- Align faculty, providers, staff and trainees with organizational objectives
- Foster collaboration, community, employee engagement, information sharing and operational efficiency.
- Increase employee and trainee engagement and retention
- Measure communication performance, employee engagement, user experience, search effectiveness and feedback/sentiment.
- Provide easy access to common tools, applications, resources and guides, with integration of common applications where possible
- Manage and support the implementation of critical change initiatives including progress toward becoming a high reliability organization (HRO)
- Manage and support targeted urgent and operational communications by entity, facility/location, department, role or defined audience for emergencies, outages and other time-sensitive needs

The platform should offer solutions to include:

- Implementation strategy (including usability testing)
- Technical design for optimal integration
- Visual design (standardized, customizable templatization)
- Search implementation/optimization
- Responsive web experience optimized for desktop and mobile devices, with availability of a native or comparable mobile application for iOS and Android, including push notifications

- Single sign-on with credential pass-through
- User provisioning options should include direct integration with Azure/Entra Active Directory and/or via SCIM
- Ability to send email from the application to users and user groups. Subscriptions would allow users to opt in or out for email updates/notifications
- Search API for custom results pages, integration with other platforms
- Search crawl should include PDF content, all text on site pages
- Robust redundancy, backup, and uptime
- Agreed upon minimum downtime, regular backups, and a maximum time to restore service – See Appendix C
- Uptime/Downtime status dashboard for our instance
- Email notices to UK admin team for site downtime, provisioning or other interface failures
- Required advanced notice of site updates, including date/time schedule, features/functionality changes, whether to expect downtime, length of expected outage
- Sandbox instance – copy of production used for testing, can be refreshed periodically
- Single sign-on with credential pass-through
- Feedback opportunities: Configurable feedback, employee engagement and sentiment-measurement capabilities
- Testing & quality assurance
- Robust redundancy, backup, and uptime
- Software training
- Robust analytic tools
- Integration with third party analytics tools (GA4, Clarity, etc.)
- Preferably hosted in the Cloud
- U.S.-based contractor facilities and resources
- HIPAA compliance
- WCAG compliance
- Ongoing support and updates - SLA specifying minimum support response times for incidents. Incident support modes should include phone/email/chat/website

2.2 **Background Information**

In the fall of 2020, UK HealthCare launched The Loop, an internally focused website and corporate communications platform, using a third-party intranet provider. The Loop serves to connect employees across the enterprise and provide a sense of shared community and culture, while allowing targeted communications to relevant segmented audiences. It also serves as the single source of truth for critical alerts and updates, while uniting employees behind shared goals, celebrating organizational achievements, and acknowledging individual contributions.

Currently The Loop has 22,742 active users. The future platform should be capable of supporting approximately 25,000 users, with the ability to add additional users, employee populations, facilities and affiliated entities in phases as organizational needs evolve. Of the total users, approximately 66 have advanced authoring privileges and can independently post content to the intranet. Around 5,000 total pages are housed on The Loop. While the intranet platform used for The Loop also has a mobile app component, the app's adoption has been extremely limited. The revised platform's mobile experience is a priority requirement for this RFP, given the significant frontline and non-desk staff population within UK HealthCare.

In an increasingly digital, application-driven environment, employees have no end of digital tools and platforms to support job functions. Unfortunately, this approach can cause more frustration and wasted time trying to remember which application is needed for which task and where a procedure or policy is located. A well-designed, thoughtfully structured, integrated intranet can solve this problem by serving as a hub for all organizational tools, documents, sites, repositories, etc. The future platform should integrate with key workplace systems and surface relevant information and resources in context whenever feasible, reducing the need for employees to navigate multiple disconnected systems.

As UK HealthCare embarks on a transformational culture shift to become a High Reliability Organization, a hallmark of which is clear and transparent communication The Loop will become an even more critical platform for communication, clarity, and resources. The goal of The Loop going forward is to continue to provide timely, trusted news and updates while expanding its role as a hub for tools, resources, guides and procedures that reduce friction and pain points for employees' day-to-day tasks. In addition to providing enhanced clarity and transparency on enterprise-level initiatives and goals, The Loop should also increase productivity and enhance employee job satisfaction, by reducing barriers to success.

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 [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	October 28, 2026
Deadline for Written Questions	3 p.m. Lexington Time on November 5, 2026
RFP Proposals Due	3 p.m. Lexington Time on November 20, 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:

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

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.

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.

- A.** Responsible offerors should have rendered services of similar scope and volume to other clients. Identify the number of client facilities currently using the proposed system. Offeror should supply names, addresses and telephone numbers of at least three (3) business references for whom similar work has been accomplished within the past three years and briefly describe the type of service provided. The references should include Medical Centers of similar size, complexity and scope to UK HealthCare, with at least one reference being an Academic Medical Center. Offeror's proposed solution should be a purpose-built, configurable intranet/digital-workplace platform (not a custom-built application) with a demonstrated track record specifically in intranet or employee-

communications platforms for hospital or health-system clients. By submission of a Proposal, Offeror grants permission to the University to contact references.

- B. Indicate if your company has had a contract terminated for default during the past five (5) years. All such incidents should be described in detail, including the other party's name, address, and telephone number and present your company position on the matter.
- C. Provide a brief narrative describing the history of your firm. Identify the number of years in the industry, the number of employees in your firm, the Ownership and if the company has ever filed for bankruptcy, been in loan default, or if there are pending liens, claims or lawsuits against the firm. If so, please describe.
- D. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationship of this staff to other programs or functions of the firm. This chart should also show lines of authority to the next senior level of management.
- E. Provide a company prospectus and/or the last two company annual reports.
- F. Explain the consequences for the University should the Offeror's company be sold or go out of business.
- G. The offeror should provide contact information for the individual that will be the primary contact person for correspondence pertaining to your proposal, including name, title, address, telephone number, and email address. Provide resumes for key personnel who will be assigned to this project.
- H. Identify any subcontractors/business partners which would be used by your firm and describe their role and relationship to your firm. Describe exactly which portions of the requested work would be completed by which subcontractor.
- I. Describe the firm's quality assurance methodology, approach to total quality management, customer service, and a performance improvement plan.
- J. How often do you provide releases and upgrades? Please share your roadmap for upcoming releases. Describe your product release and enhancement cadence. Identify significant product enhancements released during the previous 24-36 months and provide your current 12-24 month product roadmap, including planned UX, accessibility, mobile, integration and AI capabilities.
- K. Do you provide advance notice prior to releasing an update? Describe how customer feedback and feature requests inform product development, including how customers submit, track and receive updates on enhancement requests.
- L. Do you have a guaranteed response time? If so, please provide that information.
- M. Describe why your company should be selected over other competitors

4.6 Criteria 2 – Services Defined

- A. Please provide a list of expected IT resources and roles you will need on this project.
- B. Describe your recommended approach to sourcing employee/organizational data, direct integration with SAP/Workday versus syncing through existing Microsoft 365/Active Directory feeds, and how your solution handles incomplete or inconsistent source data.
- C. See Section 7.1 for Detailed Services Defined.
- D. See Appendix B UKHC IT Technical Requirements - Employee Learner Digital Platform.
- E. Provide a detailed implementation plan and schedule including projected labor hours provided by the Offeror and needed from University staff for the implementation of the proposed system. Include system installation; software configuration; hardware configuration, if applicable; other system set-up and training. Indicate by title, responsibilities, and person-hours per week, the staff that the Offeror proposes to use on

this project and support – both onsite and remote – in that effort. Specify activities that are performed by the Offeror and University staff.

- F. How long does it typically take to install and configure the solution?
- G. What factors keep implementation on time (e.g., source system configuration, staff expertise, etc.). What factors increase the risk of a delayed implementation?
- H. Describe the post-implementation activities that will be provided by the Offeror. Specifically address post-live debugging, conformance to documentation, proper functioning of the system, support, etc.
- I. What is the typical training plan to use the solution? Are there different levels offered by type of user: e.g. administrator, content editor, etc.? What ongoing training is available or provided to end users?

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

- A. Describe all preparatory data loads and data migrations required before system go-live.
- B. Describe your experience providing established enterprise intranet/digital workplace products in academic centers and multi-hospital systems, including approximate user counts and employee populations served. The University is seeking a configurable and extensible intranet platform rather than a ground-up custom-developed application.
- C. Provide a list of new customer installs completed over the last three years on the system you are proposing for UK. Identify which installations involved multi-entity architecture, role/location segmentation, mobile/frontline employees and complex enterprise integrations.
- D.
- E. UK requires single-vendor accountability for system performance and support (avoid “finger-pointing”). If your product incorporates third party solutions or components, describe the support structure and how inter-vendor relationships will be managed, including database support.
- F. Provide a typical academic center high-level implementation timeline with key milestones.
- G. Describe your proposed implementation assistance/services that will be provided to UK during implementation and testing. Describe development, staging, QA, production release and rollback processes before changes affect end users.
- H. Describe all implementation team roles, and provide a standard project plan for an installation similar in size and scope to UK (separate document is acceptable).
- I. Identify the required and recommended staffing/man-hours for customer, vendor, and clinical staff during all phases of the implementation.
- J. Confirm that the vendor will be responsible for providing and implementing all Software Upgrades, Updates, etc. at no additional charge to UK beyond the cost of the proposed maintenance agreement.
- K. Provide an outline of the post-implementation support model, including how support responsibilities will transition to UK.
- L. Describe typical training requirements, expectations and services to meet the needs of an academic site.

4.9 Criteria 5 – Other Additional Information

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

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

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 three (3) years and is renewable for up to four (4) 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
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)
\$10,000,000**

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.

** Cyber Security will be subject to result of a security risk assessment.

6.20 **Method of Award**

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

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

6.21 **Reciprocal Preference**

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

6.22 **Reports and Auditing**

Contractor may be requested to provide a quarterly report to the University of all product(s) and/or service(s) based on an Excel template provided by Procurement Services. The above requested information will be used for audit purposes to monitor contract and rebate payment, if any, compliance.

6.22.1 – Business Classification Reports

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

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

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

Reports can be submitted via email to purchreports@l.uky.edu based by the deadline(s) listed herein.

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

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

6.23 Confidentiality

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

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

As a condition of award, successful Contractor(s) should provide a contract administration fee to the University for all goods and/or services provided under the resultant contract. The fee shall be on a quarterly basis and shall be equivalent to 2% of the aggregate net value of goods/services sold to the University, exclusive of freight charges.

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

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

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

In the event that successful Contractor(s) does not provide the quarterly payment based on the terms and conditions herein, the contract is subject to cancellation or termination and/or the Contractor being determined as a non-responsible bidder/offeror on future IFBs and RFPs.

6.29 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 uses ACH as its primary payment method. All ACH banking information must be entered, maintained, and approved through PaymentWorks. Approved ACH payments are subject to Net-15 payment terms unless the Contract expressly provides otherwise.
2. The University uses Payment Plus (e-payables) as a secondary payment method. Contractors enrolled in Payment Plus may receive Net-0 payment terms following confirmation of receipt and acceptance of the goods or services and approval of the applicable invoice. Payment Plus inquiries may be directed to UK (Main Campus) Accounts Payable Services: APPOInvoices@uky.edu. Additional information regarding Payment Plus (and enrollment form) can be found at: <https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form>.
3. Payments by check are subject to Net-30 payment terms unless the Contract expressly provides otherwise.

6.30 HIPAA/BAA Amendment

Offeror will be required to comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA). University of Kentucky master HIPAA/BAA amendment is listed as Appendix A and will become an integral part of any agreement.

7.0 SCOPE OF SERVICES

7.1 Detailed Services Defined

The revised intranet will serve as an internal home base that supports a cohesive digital workplace in support of UK HealthCare's mission, vision, values and strategic plan. The solution should support multiple hospitals, facilities, entities and employee populations within one scalable platform while allowing differentiated experiences and content based on user attributes.

The offeror should provide proposed solutions to include:

1. Technical requirements

- a. Technical design for optimal integration
- b. Secure hosting (preferably cloud U.S.-based facilities and resources)
- c. Single sign-on
- d. PHI (Protected Health Information) & HIPAA Compliance – See Appendix C
- e. WCAG compliance
- f. Ongoing updates
- g. Unlimited storage
- h. Backup & recovery
- i. 24/7/365 monitoring
- j. Sandbox/testing environment
- k. Customizable URLs
- l. Ability to customize CSS, HTML, JavaScript

2. Functional requirements

- a. Search implementation/optimization
- b. Targeted communication/news and broadcast alerts (e.g., the ability to send an urgent, facility-specific alert, such as a safety incident, to only the employees at that location, without notifying the full enterprise)
- c. Native mobile application (iOS and Android) providing access to core intranet functions, prioritized for frontline/non-desk staff access.
- c. Integrated newsletter creation/deployment
- d. Page promotion
- e. Variety of customizable notification options with user targeting (broadcast, blocking, email, push, SMS, etc.)
- f. Ability to easily redirect URLs
- g. High level of customization at the administrative level with a low level of customization available at the contributor level (system admins should have the ability to edit CSS, page/post templates, site structure, etc., while contributors/authors should have minimal leeway over design/structure)
- h. Ability to monitor delivery, engagement and, where applicable, acknowledgement of targeted or critical communications.
- i. Native tools to optimize page load time

3. Professional service requirements

- a. Detailed communication, collaboration with the client and prior notification of platform changes/update rollouts
- b. Migration strategy and execution
- c. Visual design (templatization) to assure standardized branding

- d. Testing & quality assurance
- e. Ongoing software training
- f. Responsive, ongoing support

4. Integration requirements

- a. Full integration with existing key platforms
- b. MS Office 365 Tools
- c. MS SharePoint
- d. Timekeeping, i.e. UKG or Workday
- e. External Analytics
- f. ServiceNow
- g. SAP/Workday
- h. Active Directory
- i. Social media feeds
- j. Stock image/media services such as Getty Images
- k. Integration with other campus and external UK HealthCare Drupal sites

5. Search

Robust global search capabilities across the platform and various existing resources

- a. Site search
- b. Faceted search
- c. Workplace search (search SharePoint, Teams, OneDrive, etc. from within the intranet search feature)
- d. Ability to manage, weight and fine-tune search results, i.e. thesaurus for common misspellings, adding keywords that aren't visible to the end user
- e. AI-assisted search/answer capability, if offered, should include an administrator-facing feedback mechanism to flag inaccurate results and submit corrections that inform future results and model training

6. Responsive, mobile-friendly optimization

7. People directory

Seamless integration with UKHC employee directories

- a. Profiles showing role, supervisor, direct reports, etc.
- b. Ability for administrators to add field and content areas globally
- c. Ability for users to easily and without advanced permissions customize/edit pre-defined areas of their profile (photo, bio, interests, education, etc.)
- d. Audience creation based on org data (location, department, role, etc.)
- e. Manual audience creation by assigning users to groups independent of profile data fields (creation of interdepartmental groups/communities)
- f. Ability to manually add department/area profiles to allow for group/shared ownership of content (i.e. Executive Triad author role for content that comes from all three leaders, or Human Resources as author for generalized HR content which should not be attributed to a single employee)
- g. Ability to add achievement badges to profiles
- h. Ability for power user/admin to impersonate other users for troubleshooting/publishing purposes
- i. Interactive onboarding workflow that prompts new or unmatched users to confirm or complete key profile fields (location, department, affiliation) when automated data feeds (SAP/Workday) do not populate them.

8. Content management

Easy-to-use content management system (WYSIWYG, drag and drop blocks)

- a. Variety of content types
 - i. Static content (page)
 - ii. Aggregated content (page that dynamically displays multiple various post types/categories)
 - iii. Articles/News (post)
 - iv. Events (calendar listing; ability to import ICS files – bulk import or dynamic synchronization)
 - v. Forums / Community/group spaces combining a targeted content feed with member-to-member discussion (e.g., closed groups scoped to a facility, department, or affinity group).
 - vi. Polls
 - vii. Quizzes
 - viii. Blogs
- b. Posting and expiration date scheduling
- c. Ability to quickly and easily inactivate pages
- d. Robust page/post filtering and sorting for content review/management
- c. Mandatory read feature
- d. Content targeting by audience, individual, area, topic, etc.
- e. Customizable content classification tools (taxonomies, keywords, etc.)
- f. Integrated backend publishing/editorial calendar
- g. Integrated content approval process
- h. Tiered permission levels (read-only, edit, publish, approval, power user/administrative)
- i. Limit access to authorized users/groups
- j. Ability to export data for auditing purposes
- k. Multiple content authors/editors
- l. Page version history with ability to revert to earlier versions
- m. Ability to add reference notes to pages/posts visible only to power user/administrator
- n. Ability to publish content as a different author
- o. Recycle bin that stores deleted pages for a minimum of 60 days
- p. Ability to easily add tracking (UTM) data to pages
- q. Support distributed content ownership so authorized local/entity contributors can maintain relevant content within centrally governed templates, workflows and permissions.
- r. Ability to make pages public
- s. Ability to restrict access to pages based on audience segmentation

9. File and media management

- a. Ability to upload and play or view
 - i. Video
 - ii. Audio
 - iii. Word documents
 - iv. Excel documents
 - v. PowerPoint files
 - vi. PDFs
- b. Embedded resources such as Power BI
- c. Ability to easily embed media hosted on third party sites (YouTube, Vimeo, etc.)

- d. Ability to overwrite and/or delete files
- e. Ability to view, search, filter and sort uploaded file list
- f. Integrated page-level audio/video player web component
- g. Integrated page-level photo gallery/slideshow web component

10. Design

- a. Template creation/editing
- b. Global CSS to reflect brand standards and WCAG requirements
- c. Ability of employees to personalize their own homepage with content relevant to them
- d. Targeted home/landing page design based on user group
- e. Entity- and role-based navigation/menu structure, ensuring users see only the sections, tools, and links relevant to their affiliation (e.g., a St. Claire employee's navigation should not surface UK Chandler-specific menus)."
- f. Robust support/options for users requiring enhanced site accessibility
- g. Administrators should be able to designate enterprise-required, operational or critical content that users cannot remove or suppress through personalization.

11. Feedback

Feedback mechanisms to assist leadership

- a. Polls
- b. Forums
- c. Quizzes
- b. Likes, comments, shares
- c. Site-wide, admin-configurable pop-up modal for capturing user-experience feedback and survey data.
- d. Optional, page-level feedback widget (e.g., 'Was this helpful?' yes/no or emoji-scale rating) that administrators can enable selectively per page, lightweight and non-intrusive."

12. Analytics Tools

Metrics available to monitor use, effectiveness and ROI

- a. Integrated system analytics for page views, downloads, link clicks, video views, podcast plays, comments, shares, reactions, page feedback, community participation, targeted communications, employee engagement, etc.
 - i.Ability to customize results by multiple attributes, such as date, department, location, employee, etc.
 - ii.Ability to track visitors to highlight usage
 - iii.Ability to track login to understand how users log into the system and from what device
 - iv.Author analytics to allow users to rate quality of content
 - v.Ability to easily exclude web team from analytics results
- b. Search results data
 - i.Failure-to-find reports on searches with no results
 - ii.Most popular search term reports
- c. Support integration with GA4, Google Tag Manager, Microsoft Clarity and other approved analytics platforms, including implementation and maintenance of event tracking for key interactions such as navigation, search, downloads,

outbound links, media, comments, sharing, reactions and defined task-completion events, etc.

d. Analytics implementation should be consistently supported across templates/components without requiring extensive page-by-page custom development.

e. Ability to analyze adoption and engagement by entity/affiliation, facility/location, department, role and other available user attributes

f. Broken link checker.

g. AI/natural-language query volume, low-quality/negative feedback, failed searches and search-to-content engagement where supported.

13. Services

a. Migration strategy and execution

b. Contractor-provided assistance for migration and launch planning, implementation including go-live and post go-live support.

7.2 Optional Services

Optional services that Contractor may provide include the following:

A. Professional assistance with design and development of additional specific department/operational subsites

B. Professional assistance in additional design of customized templates for branding the UKHC digital experience.

C. Potential options for consolidating digital signage into platform.

8.0 FINANCIAL OFFER SUMMARY

The offeror should explain the pricing model, including:

- A. Explanation of pricing model (e.g., is the use of offeror's technology based upon a one-time installation fee, a professional services fee, a license fee, a "per transaction" or "subscriber" fee, an annual service/support fee and/or some other methodology).
- B. Provide an estimate of cost to implement the capabilities, including training, at UKHC based on health system information provided in the appendix
- C. Pricing should be based on approximately 25,000 users and clearly identify incremental pricing, if any, for additional user tiers or affiliated entities.
- D. Approximate ongoing annual licensing/user fees, and maintenance costs.
- E. Identify any implementation, licensing or configuration costs associated with adding a future hospital, facility, entity or significant employee population. Approximate ongoing end user support costs. Provide an overview of end user support services and examples of capabilities.

8.1 Mandatory Services (Section 7.1)

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

8.2 Optional Services (Section 7.2)

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

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

8.3 Alternate Pricing

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

Additional Financial Commitment

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.

Appendix C

Section 1: PHI (Protected Health Information) & HIPAA Compliance

- **Scope and Prohibition** — The Proposed Solution and its Search Features shall not intentionally store, read, index, crawl, cache, publish, or otherwise persist information deemed by the Customer to be *Protected Health Information (PHI)* per the U.S. Department of Health and Human Services' definition of PHI.
- **Exclusion Mechanics and Configuration** — The Proposed Solution must provide native, configurable administrative controls allowing known resources or sub-paths containing potential PHI to be excluded from indexing and search results. For example, if a specific Microsoft SharePoint instance (e.g., UKexample.sharepoint.com) contains general company data, but a designated sub-site or calendar path (e.g., UKexample.sharepoint.com/sites/UKExampleSubSite/Home.aspx) contains scheduled surgeries or patient-identifying data (*Name, Date of Birth, Appointment Times*), the System must provide a straightforward administrative mechanism to exclude that specific web asset from being processed, crawled, searched, cached, or returned in search results, while preserving search capabilities across the rest of the instance.
- **Compliance Expectations & Logging** — The Customer does not require the Proposed Solution to feature purpose-built, HIPAA-certified security architectures. However, the Proposed Solution must provide industry-standard access and administrative logging mechanisms to review user queries and system access for potential exposure events, serving as a baseline for post-incident review if an accidental breach occurs.
- **Inadvertent Ingestion & Notification** — In the event that PHI is inadvertently crawled, indexed, or stored within the Proposed Solution due to misconfiguration, the Vendor must cooperate fully with the Customer to purge the data immediately upon discovery, and notify the Customer within twenty-four (24) hours of confirmation.
- **Customer Responsibility** — The Customer accepts reasonable operational responsibility for properly configuring exclusions, utilizing administrative filters, and avoiding the intentional upload or input of PHI into the Proposed Solution.

Section 2: Uptime and Downtime

- **Availability Commitment** — The Vendor guarantees a monthly system availability of at least **99.8%** (equivalent to "two-nines-and-an-eight", allowing roughly 1 hour and 26 minutes of unplanned downtime per month) or a minimum baseline of **99.0%** ("two-nines", allowing up to 7 hours and 18 minutes per month), calculated on a calendar-month basis, excluding scheduled maintenance.
- **Scheduled Maintenance (Planned Downtime)** —
 - Routine maintenance, patching, and updates should be scheduled outside of core business hours (defined as Monday through Friday, 8:00 AM to 6:00 PM local time).
 - The Vendor should provide the Customer with at least **seventy-two (72) hours of advance written notice** prior to any planned maintenance.
 - Scheduled maintenance should not exceed **six (6) hours per calendar month** and should be exempt from uptime calculations.
- **Unplanned Outages and Incident Response** —
 - Unplanned downtime begins when a critical failure is reported by the Customer or detected by automated monitoring, and ends when the service is fully restored.
 - **Severity 1 (Critical Outage / Total Inaccessibility):** Response within 30 minutes; resolution or failover initiated within 4 hours.
- **Service Credit Remedies** — If the monthly availability falls below the agreed threshold, the Customer should be entitled to service credits applied against future hosting fees as follows:
 - *Availability between 99.0% and 99.79% (if targeting 99.8%):* 10% credit of the monthly fee.
 - *Availability between 95.0% and 98.99%:* 25% credit of the monthly fee.
 - *Availability below 95.0%:* 50% credit of the monthly fee, alongside a right to terminate the agreement for cause if substandard availability persists for two (2) consecutive months.