

STRONGER by DEGREES



MEETING AGENDA

Lung Cancer Research Governance Board

Wednesday, May 20, 2015
Conference Room A

The Council on Postsecondary Education is Kentucky's statewide postsecondary and adult education coordinating agency charged with leading the reform efforts envisioned by state policy leaders in the *Kentucky Postsecondary Education Improvement Act of 1997*. The Council does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services, and provides, upon request, reasonable accommodation, including auxiliary aids and services necessary to afford individuals with disabilities an equal opportunity to participate in all programs and activities.

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AGENDA
Kentucky Lung Cancer Research Program
Governance Board

Council on Postsecondary Education
Wednesday, May 20, 2015
2:00 PM
Conference Room A

- | | |
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| 1. Welcome and Call of Roll | |
| 2. Review of Minutes - February 11, 2015 | 3 |
| 3. Budget Allocations and Cash Activity Reports - Shaun McKiernan | 6 |
| 4. Approval of Program Funding Increase Distribution | |
| 5. Marketing Plan Update - Draft Brochure | |
| 6. Economic Impact Study RFP Update | 8 |
| 7. Hiring Discussion/Timeline | 67 |
| 8. Other Business | |
| 9. Adjourn | |

Kentucky Lung Cancer Research Program Governance Board

February 11, 2015

Meeting Minutes

The Kentucky Lung Cancer Research Program Governance Board met Wednesday, February 11, 2015, at 2:00 p.m., ET, at the Council on Postsecondary Education, Conference Room A, Frankfort, Kentucky. Chair James Roach presided.

WELCOME AND ROLL CALL

The meeting of the KLCRP Governance Board was called to order by chairman, Dr. James Roach. Roll Call was taken and the following members were present: James Roach, (MAL and Chair), John Chesney (UofL), Dan Flanagan (CPE), Joe Graviss (MAL), Rajan Joshi (MAL), Amdullah Khan (MAL – by video conference), Don Miller, (UofL), and Tim Mullett (UK). Mark Evers (UK) was absent. Other guests present were: Nathan Vanderford (UK), Kris Damron (UK, KCTN), Milton Pierson (UofL), Dianne Konzen (UofL), Steve Ivey (UK), Travis Powell (CPE, General Counsel), Tom Martin (CPE), and Debbie Weakly (CPE staff to KLCRP).

APPROVAL OF MINUTES

Chair Roach called for a motion to approve the minutes of the October 22, 2014 meeting. A motion was made by Don Miler and seconded by Dan Flanagan. The minutes were approved.

APPROVAL OF CYCLE 14 INVESTIGATOR-INITIATED GRANT PROPOSALS

Nathan Vanderford presented four proposals for approval for the University of Louisville.

They were as follows:

- Harnessing Advanced Genomic and Bioinformatics Technologies for in-depth Molecular Characterization of Lung Adenocarcinoma in Kentucky
- KLF4 as a Novel Biomarker and Tumor Suppressor in Lung Cancer
- Information Extraction from Diagnostic Narratives to Improve Patient Recruitment Efforts for Lung Cancer Clinical Trials
- Biomarker Discovery by Interrogating Lung Cancer Lipid Metabolome

Dr. Miller presented five proposals for approval for the University of Kentucky. They were as follows:

- Transcription Factor c-MAF in Lung Cancer-associated Macrophages
- Targeting the Anaphase Promoting Complex as Lung Cancer Chemotherapy
- Dietary Supplement Indole-3-Carbinol in Lung Cancer Therapy and Prevention
- Naturally Occurring Methyltransferase Mutations and Their Role in Promoting Lung Cancer
- Role of Neutrophils in Crystalline Silica-Mediated Lung Cancer Promotion

Chair Roach called for a motion to approve the research proposals from UK and Uof L. A motion was made by Don Miller and seconded by Dan Flanagan. The proposals were approved.

MARKETING PLAN UPDATE

Nathan Vanderford reported that the marketing work group had met in November and developed a mock-up brochure which was distributed to members of the Board. The final brochure would be distributed to stakeholders throughout the state. Steve Ivey, Marketing Manager at UK, told the Board this was just the first draft. The cover page displays the tripartite membership between CPE, UK and UofL. The subject areas within the brochure would be high level areas for the Board to focus on. Don Miller suggested the title be changed from "Project" to "Program" and others agreed. Nathan Vanderford proposed using the join UK/UofL MBA logo but would have to get permission from the developer of that logo. He indicated the brochure would be a great handout not only for the legislators, but also to send to newspapers for the local audiences. Joe Graviss suggested getting feedback from Mark Evers and Tim Mullett before any final decisions are made. He also asked when the subject areas would be populated and Nathan responded before the next Board meeting. Joe Graviss asked if the Board needed to take any action and Travis Powell stated no action was needed at this time, the draft brochure was presented only for discussion.

ECONOMIC IMPACT STUDY

Nathan Vanderford reported on the proposal of services for the economic impact analysis which had been prepared by Tripp Umbach. The report will allow UK and UofL to communicate the economic, employment, and government revenue impacts of the Kentucky Lung Cancer Research Funds and the improved cancer research program on the Commonwealth of Kentucky. The report will be completed within four to six weeks of the data being provided by KLCR at a cost of \$15,000. Don Miller stated he did not think the price was unreasonable and Joe Graviss agreed. Joe also asked if there was any existing contract at either UK or UofL that we could add to the scope to complete this analysis and Nathan Vanderford said he would check at UK. Travis Powell stated that if it was not possible to use an existing contract, CPE would have to develop an RFP and put out for bid.

Don Miller made a motion to move forward with the process and spend up to \$20,000 on an economic impact study. Joe Graviss seconded and all agreed. The motion was approved.

OTHER BUSINESS

Travis Powell stated that Linda Linville had requested to return to CPE on a part-time basis to help with this program. Her recommendation had been reviewed and determined that it was not feasible at this point. Tom Martin with CPE will handle the duties associated with KLCRP.

Milton Pierson referred to the FY15 Cash Activity Report and asked if the FY continuing appropriation of \$442,006 is available to be invoiced by the institutions and Travis Powell stated he would check with Rebecca Bowman. A question was also raised if the FY15 appropriation is available to invoice and Travis responded he would check.

There was discussion regarding a duly funded position that would coordinate the KLCRP on both campuses to be funded through KLCRP funds but remain a CPE position that is allowed to function at the two institutions. Don Miller suggested this be an agenda item at the next regular Board meeting. Joe Graviss asked if a job description could be developed before then and Nathan Vanderford indicated UK may already have one. Nathan asked if the individual could be housed at CPE and Travis Powell responded affirmatively.

Tom Martin indicated that the next meeting date should be set and suggested May 20th at CPE and everyone agreed. Tom will send a calendar invite.

The meeting was adjourned at 3:00 pm.

**Council on Postsecondary Education
Lung Cancer Research, Tobacco Settlement Fund (6349 fund)
2014-16 (FY15 and FY16) Budget Report as of May 12, 2015**

	FY14 - Continuing Appropriation Received at Year End	Original FY15 Budget	FY15 - Revised Budget*	Original FY16 Budget	FY16- Revised Budget*
TOBACCO FUNDS (TF)					
Research Challenge Trust Fund					
Lung Cancer Research		4,197,500.00	4,172,500.00	2,832,500.00	4,172,500.00
Ovarian Cancer Screenings		775,000.00	800,000.00	775,000.00	800,000.00
FY14 Continuing Appropriation (LC)	442,006.41		442,006.41		
	442,006.41	4,972,500.00	5,414,506.41	3,607,500.00	4,972,500.00

FY15 Budget	Original FY15 Budget	Continuing Appropriation (from FY14)	HB 510 Changes*	Revised FY15 for May 20 Board Approval	FY16 Budget	Original FY16 Budget	HB 510 Changes*	Revised FY16 for May 20 Board Approval
LC and OV FY15 Total	4,972,500.00			4,972,500.00	LC and OV FY16 Total	3,607,500.00	1,365,000.00	4,972,500.00
LC continuing appropriation (FY14)		442,006.41		442,006.41				
Ovarian Cancer Screenings	(775,000.00)		(25,000.00)	(800,000.00)	Ovarian Cancer Screenings	(775,000.00)	(25,000.00)	(800,000.00)
LC allocation total	4,197,500.00	442,006.41	(25,000.00)	4,614,506.41	LC allocation total	2,832,500.00	1,340,000.00	4,172,500.00
LC grant distribution 50/50 split: UK/UofL (\$750K each)	1,500,000.00	-		1,500,000.00	LC grant distribution 50/50 split: UK/UofL (\$750K each)	1,500,000.00	-	1,500,000.00
LC program distribution total					LC program distribution total			
UK 58%	1,564,550.00	256,363.72	(14,500.00)	1,806,413.72	UK 58%	772,850.00	777,200.00	1,550,050.00
UL 42%	1,132,950.00	185,642.69	(10,500.00)	1,308,092.69	UL 42%	559,650.00	562,800.00	1,122,450.00
calc check figure LC allocation	4,197,500.00	442,006.41	(25,000.00)	4,614,506.41	calc check figure LC allocation	2,832,500.00	1,340,000.00	4,172,500.00
UK combined grant and program funds				2,556,413.72	UK combined grant and program funds			2,300,050.00
UofL combined grant and program funds				2,058,092.69	UofL combined grant and program funds			1,872,450.00
UK grant coordinator position from FY14 carryforward cash balance	78,500.00							
					2014-16 UK Lung Cancer Contract	4,856,463.72		
					2014-16 UofL Lung Cancer Contract	3,930,542.69		

Council on Postsecondary Education
Lung Cancer Research, Tobacco Settlement Fund (6349 fund)
FY15 Cash Activity Report as of May 11, 2015

Date	Description	Interest	Ovarian	Combined LC Pool	UK Lung Cancer		UofL Cancer		Total Allocation (Calculated)	comment	CASH
					Grants	Programs	Grants	Programs			
Final FY14 carryforward balances		56,620.38	-	78,500.00	697,096.44	-	-	0.93			832,217.75
	FY 14 continuing appropriation received -distribution approved by Board - to be invoiced by institutions					256,363.72		185,642.69	442,006.41	442,006.41	1,274,224.16
	YTD Interest Earnings as of 5.11.15	725.02									1,274,949.18
8/29/2014	APA annual audit fee	(5,940.00)									1,269,009.18
9/30/2014	UK data coordinator one time payment			(78,500.00)							1,190,509.18
3/18/2015	UK grant smoking cessation (4/1/15-3/31/16)				(90,000.00)						1,100,509.18
4/16/2015	UK grant C. Liu Biomarker & Tumor Suppressor (7/1/15 -6/30/16)				(150,000.00)						950,509.18
4/16/2015	UK grant W. Fan Biomarker Discovery by Inerrogatign Lung Cancer Lipid Metablome (7/1/15-6/30/17)				(150,000.00)						800,509.18
4/22/2015	Uk grant C. Wang Harnessing Advanced Genomic & Bioinformatics Tech for in depth moleucular characterization of lung adenocarcinoma in KY (7/1/15-6/30/17)				(150,000.00)						650,509.18
	FY15 appropriation - yet to be received			4,972,500.00							
	FY15 appropriation - JV2T1500001369 5/8/15		Gov board approved June 2015	775,000.00	750,000.00	1,564,550.00	750,000.00	1,132,950.00	4,972,500.00		5,623,009.18
	HB 510 - amendment to FY 15 budget		needs Gov board approval 5/20/15	25,000.00		(14,500.00)		(10,500.00)			
											-
Cash Balance		51,405.40	800,000.00	-	907,096.44	1,806,413.72	750,000.00	1,308,093.63			5,623,009.18



Commonwealth of Kentucky

CONTRACT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: CPE - Economic Impact Study - Tripp Umbach	
Doc ID No: PON2 415 1500001957 1	Procurement Folder: 3789563
Procurement Type: Personal Service Contract	
Administered By: Tom Martin	Cited Authority: FAP111-43-00-STD
Telephone: 502-573-1555	Issued By: Kara Couch

C O N T R A C T O R	Tripp Umbach Healthcare
	2359 Railroad Street, 3701
	3701
	Pittsburgh PA 15222
	US

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	CPE - Economic Impact Study		0.00		0.00000	15,000.00	15,000.00

Extended Description

Via the Request for Proposal, RFP 415 1500000254, the Council on Postsecondary Education (CPE) solicited bids from individuals and agencies to conduct an independent economic impact analysis of the KLCRP. Bidders must be able to review relevant materials and prepare a summative report. Site visits to each of the institutions may be necessary. A presentation of the summative report to the GB will be required upon completion.

Deliverables:

A complete economic impact analysis and reporting to quantify economic, employment, tax revenue, and other data points including, but not limited to, the following to demonstrate the impact of the Kentucky Lung Cancer Research Fund (KLCR) since 2001:

- * Research dollars received;
- * Government funding received;
- * Research dollars used for the operations of the research program;
- * Research dollars used for the capital needs of the research program.

Method of Payment: Upon receipt of approved Invoice

Source of Funds: 6349 WDI0 - Lung Cancer Research Program Fund

Effective From: 5/15/15

Effective To: 6/30/16

Extended Description

B I L L T O	435834			S H I P T O	435834		
	COUNCIL ON POSTSECONDARY ED				COUNCIL ON POSTSECONDARY ED		
	1024 CAPITAL CENTER DR STE 320				1024 CAPITAL CENTER DR STE 320		
	FRANKFORT		KY 40601		FRANKFORT		KY 40601
	US				US		

Total Order Amount:	15,000.00
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**PERSONAL SERVICE CONTRACT FOR
CPE ECONOMIC IMPACT STUDY
BETWEEN
THE COMMONWEALTH OF KENTUCKY
THE COUNCIL ON POSTSECONDARY EDUCATION
AND
TRIPP UMBACH
2359 RAILROAD STREET #3701
PITTSBURGH, PA 15222
PHONE (412) 281-2313**

This Personal Service Contract (PSC) is entered into, by and between the Commonwealth of Kentucky, The Council on Postsecondary Education (The Council) and Tripp Umbach to establish a Contract for the CPE Economic Impact Study RFP. This PSC is effective 5/15/2015 and expires 6/30/2016.

The Council and Contractor agree to the following:

I. Scope of Contract

The Council solicited bids from individuals and agencies to conduct an independent economic impact analysis of the KLCRP. Bidders were to be able to review relevant materials and prepare a summative report. Site visits to each of the institutions may be necessary. A presentation of the summative report to the GB will be required upon completion.

Deliverables

A complete economic impact analysis and reporting to quantify economic, employment, tax revenue, and other data points including, but not limited to, the following to demonstrate the impact of the Kentucky Lung Cancer Research Fund (KLCR) since 2001:

- § Research dollars received;
- § Government funding received;
- § Research dollars used for the operations of the research program;
- § Research dollars used for the capital needs of the research program.

II. Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract Award shall create a valid Contract between the Parties consisting of the following:

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- ✂ Any written Agreement between the Parties;
- ✂ Any Addenda to the Solicitation;
- ✂ The Solicitation and all attachments thereto; including PSC Standard Terms and Conditions;
- ✂ Any Best and Final Offer;
- ✂ Any clarifications concerning the Contractor's proposal in response to the Solicitation;
- ✂ The Contractor's proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

III. Negotiated Items

N/A

IV. Pricing

\$15,000 upon receipt of approved invoice.

Per cost proposal, \$15,000 to cover total project fees including the cost of Project Management.

V. Personal Service Contract Standard Terms and Conditions

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and **Whereas**, the second party, the contractor, is available and qualified to perform such function; and **Whereas**, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

Effective Date:

This agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC").

Payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

Renewals:

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and

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conditions in the original solicitation. Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

LRC Policies:

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

Choice of Law and Forum:

All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

Cancellation:

The state agency shall have the right to terminate and cancel this agreement at any time not to exceed thirty (30) days' written notice served on the contractor by registered or certified mail.

Funding Out Provision:

The state agency may terminate this contract if funds are not appropriated to the contracting agency 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 state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

Authorized to do Business in Kentucky:

The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity.

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the

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Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>

Invoices for fees:

The contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

Pursuant to KRS 45A.695, 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 for payment on a form established by the committee.

*Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: <http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>

Travel expenses, if authorized:

The contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of the contract.

Other expenses, if authorized herein:

The contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of the contract.

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

☞ Invoicing for fee: the contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method described in the specifications of the contract.

☞ Invoicing for travel expenses: the contractor must follow instructions described in the specifications of the contract. Either original or certified copies of receipts must be submitted for airline

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tickets, motel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

Invoicing for miscellaneous expenses: the contractor must follow instructions prescribed in the specifications of the contract. Expenses submitted shall be documented by original or certified copies.

Purchasing and specifications:

The contractor certifies that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he" is construed to mean any person with an interest therein.

Conflict-of-interest laws and principles:

The contractor certifies that he is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

Campaign finance:

The contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Access to Records:

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

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Protest

Pursuant to KRS 45A.285, The Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective Vendors in connection with the solicitation or selection for award of a Master Agreement or Contract.

Any actual or prospective Vendor, who is aggrieved in connection with the solicitation or selection for award of a Master Agreement or Contract, may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

Lori H. Flanery, Secretary
Commonwealth of Kentucky
Finance and Administration Cabinet
Room 383, New Capitol Annex
702 Capitol Avenue
Frankfort, KY 40601

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

Social security: (check one)

the parties are cognizant that the state is not liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

the parties are cognizant that the state is liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Violation of tax and employment laws:

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

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KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ the contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached.

Discrimination:

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may

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direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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ATTACHMENT A SECRETARY'S ORDER 11-004
FINANCE AND ADMINISTRATION CABINET
Vendor Document Disclosure

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary to conduct a review of the records of a private vendor that holds a contract to provide goods and/or services to the Commonwealth; and

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary during the course of an audit, investigation or any other inquiry by an Executive Branch agency that involves the review of documents; and

WHEREAS, KRS 42.014 and KRS 12.270 authorizes the Secretary of the Finance and Administration Cabinet to establish the internal organization and assignment of functions which are not established by statute relating to the Finance and Administration Cabinet; further, KRS Chapter 45A.050 and 45A.230 authorizes the Secretary of the Finance and Administration Cabinet to procure, manage and control all supplies and services that are procured by the Commonwealth and to intervene in controversies among vendors and state agencies; and

NOW, THEREFORE, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, and 45A.230, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

- I. Upon the request of an Executive Branch agency, the Finance and Administration Cabinet ("FAC") shall formally review any dispute arising where the agency has requested documents from a private vendor that holds a state contract and the vendor has refused access to said documents under a claim that said documents are not directly pertinent or relevant to the agency's inquiry upon which the document request was predicated.
- II. Upon the request of an Executive Branch agency, the FAC shall formally review any

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situation where the agency has requested documents that the agency deems necessary to conduct audits, investigations or any other formal inquiry where a dispute has arisen as to what documents are necessary to conclude the inquiry.

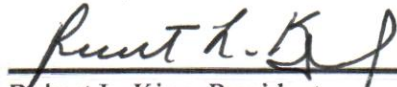
- III. Upon receipt of a request by a state agency pursuant to Sections I & II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.
- IV. If the Determination concludes that documents are being wrongfully withheld by the private vendor or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the private vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall effectuate any and all options that it possesses to obtain the documents in question, including, but not limited to, jointly initiating an action in the appropriate court for relief.
- V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.

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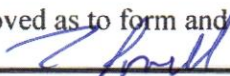
Authorizing Signatures

We, the undersigned, hereby acknowledge our agreement to the terms and conditions contained in this document and that we are authorized to obligate our respective organizations accordingly

Kentucky Council on Postsecondary Education (1st party)



Robert L. King, President Date

Approved as to form and legality


Travis Powell, General Counsel

Tripp Umbach (2nd party)



Signature Date 4.24.2015

Printed Name: Gwen Lewis
Title: Exec. Director Business & Finance

Approved as to form and legality (optional)

Legal or General Counsel

Commonwealth of Kentucky SOLICITATION

TITLE: CPE - Economic Impact Study - Q and A

DATE ISSUED	SOLICITATION CLOSES	SOLICITATION NO.
2015-03-31	Date: 2015-04-07 Time: 15:30:00	RFP 415 150000254

I S S U E D B Y	Council on Postsecondary Educa Kara Couch	A D D R E S S T O	Please see the Terms and Conditions For Information on where to submit Your Bid/Proposal.
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V E N D O R	Name: Address: City, State Zip Code: Phone #: Email Address: Contact Name: Contact Email: Vendor Customer (VC) #:	R E M I T T O	Name: Address: City, State Zip Code: Phone #: Email Address: Contact Name: Contact Email: Vendor Customer (VC) #:
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FOR INFORMATION CALL: Kara Couch 502-573-1555

ONLINE BIDDING PROHIBITED Yes

OWNERSHIP TYPE: Sole Proprietorship Partnership Corporation

**SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY
FAILURE TO SIGN SHALL RENDER THE BID INVALID.**

Signature X _____ FEIN# _____ DATE _____

All offers subject to all terms and conditions contained in this solicitation.

Line Items

Line Group: Default

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
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1 CPE - Economic Impact Study

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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92419 Educational Research Services

Extended Description

This Request for Proposal (RFP) solicits offers from an individual or agency to conduct an independent economic impact analysis of the KLCRP. Bidders must be able to review relevant materials and prepare a summative report. Site visits to each of the institutions may be necessary. A presentation of the summative report to the GB will be required upon completion.

Deliverables:

A complete economic impact analysis and reporting to quantify economic, employment, tax revenue, and other data points including, but not limited to, the following to demonstrate the impact of the Kentucky Lung Cancer Research Fund (KLCR) since 2001:

- * Research dollars received;
- * Government funding received;
- * Research dollars used for the operations of the research program;
- * Research dollars used for the capital needs of the research program.

B I L T O	435834 COUNCIL ON POSTSECONDARY ED 1024 CAPITAL CENTER DR STE 320 FRANKFORT KY 40601 US	S H I P T O	435834 COUNCIL ON POSTSECONDARY ED 1024 CAPITAL CENTER DR STE 320 FRANKFORT KY 40601 US
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Evaluation Criteria			
<i>The following criteria will be used when determining the award of this solicitation</i>			
Code	Criteria Description	Points	Vendor Response <i>(DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)</i>

	Qualifications&Expertise as described in Terms and Conditions.	30
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	Implementation Plan as described in Terms and Conditions.	20
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	Professional References as described in Terms and Conditions	10
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PRICE	The bidder with the lowest Price receives the maximum score.	40
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**REQUEST FOR PROPOSAL
FOR
PERSONAL SERVICE CONTRACT**

**Kentucky Council on Postsecondary Education
CPE - Economic Impact Study
RFP 415 1500000254**

This document constitutes a Request for Proposal for Personal Service Contract from qualified individuals and organizations to furnish those services as described herein for the Commonwealth of Kentucky, The Council on Postsecondary Education (The Council).

Offerors are advised that any personal service contract resulting from this RFP must comply with all applicable provisions of KRS 45A and KRS 12.210 prior to becoming effective.

A contract, based on this RFP, may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by the Finance and Administration Cabinet and filed with the Legislative Research Commission, Government Contract Review Committee.

Purpose and Background

In the 2000 Regular Session, the Kentucky General Assembly enacted HB 608 which created a research consortium between the University of Kentucky (UK) and the University of Louisville (UofL), known as the Governance Board (GB) of the Kentucky Lung Cancer Research Project (KLCRP) (See KRS 164.476). The GB, comprised of 9 members appointed by the Governor (2 school of medicine faculty from UK and UofL, 2 members from the Council on Postsecondary Education (The Council), and 3 members from the state at large), is responsible for developing and overseeing the implementation of a 20-year strategic plan that utilizes the resources of both UK and UofL to guide the development of the KLCRP. The GB is attached to the Council for administrative purposes. In accordance with KRS 164.476(5), the KLCRP is a joint program to:

- (a) Develop an expertise in the area of lung cancer research with an immediate focus on early detection and epidemiology and with an ultimate goal of eradication of lung cancer;
- (b) Establish a statewide clinical trial network to make university-based clinical trials available to the community physician in order to bring the most innovative cancer treatments to all Kentuckians in need of these treatments;
- (c) Leverage the resources earmarked for the Lung Cancer Research Project toward the certification of the cancer program at the University of Kentucky and the University of Louisville by the National Cancer Institute as a comprehensive cancer center; and
- (d) Undertake other initiatives consistent with the strategic plan.

In addition to these objectives, the GB's 20-year strategic plan includes goals to increase the understanding of lung cancer in the Commonwealth and establish a process of grant review and evaluation (the 20 year strategic plan is attached). To fund KLCRP, the GB receives funds annually from

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the Kentucky Health Care Improvement Fund in an amount specified by KRS 304.17B-003(5)(b). This fund is supported by Kentucky's portion of the Tobacco Master Settlement Agreement. The GB allocates these funds to the Universities to conduct research that will reduce the morbidity and mortality from lung cancer. In May, 2001, the first proposals for research support were funded: an epidemiological study of lung cancer was provided by the Kentucky Cancer Control Program and the Kentucky Prevention Research Center created and published the first KLCRP newsletter.

One of the objectives is to conduct periodic economic impact analyses, from KLCRP activities. As such, the GB is seeking a review to provide an opportunity for the centers and the GB to assess the program's impact on Kentucky's economy, employment, and tax revenue.

Scope of Work

The Council seeks an individual or agency to conduct an independent economic impact analysis of the KLCRP. Bidders must be able to review relevant materials and prepare a summative report. Site visits to each of the institutions may be necessary. A presentation of the summative report to the GB will be required upon completion.

Deliverables

A complete economic impact analysis and reporting to quantify economic, employment, tax revenue, and other data points including, but not limited to, the following to demonstrate the impact of the Kentucky Lung Cancer Research Fund (KLCR) since 2001:

- § Research dollars received;
- § Government funding received;
- § Research dollars used for the operations of the research program;
- § Research dollars used for the capital needs of the research program.

Evaluation Criteria

The Council will evaluate the proposals and assign points based on the following evaluation factors:

Qualifications & Expertise – 30 Points

- § Provide evidence of training knowledge and skills developed on studies of similar scope.
- § Identify previously conducted economic impact analyses.
- § Experience with providing economic impact analyses in the health care, research, and academic settings.

Implementation Plan – 20 Points

- § A plan for implementation of the Scope of Work as described above.
- § The analysis methods to be implemented.
- § A general timeline for work to be completed.
- § Written and oral skills to produce and present a written report including the findings of the analysis
- § Ability to communicate well with agency representatives to gather information needed to complete the analysis.

Professional Reference – 10 Points

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§ Provide references for contact.

Cost – 40 points

Vendors shall propose one total cost for the performance of the deliverables outlined in the Scope of Work. Only direct costs may be invoiced.

The Proposal with the lowest Price receives the maximum score. The Proposal with the next lowest Price receives points by dividing the lowest Price by the next lowest price and multiplying that percentage by the available points.

Instructions and Terms for Bid Submission

Please see the following for bidding instructions along with the terms that must be adhered to in order for a bid to be accepted and evaluated for the award of a contract.

Schedule of RFP Activities

The following schedule presents the major activities associated with the RFP distribution, written questions and proposal submission. The Commonwealth reserves the right at its sole discretion to change the Schedule of Activities, included the associated dates and times.

Release of RFP	Monday, March 23, 2015
Written Questions due by: 1:00 pm	Monday, March 30, 2015
Anticipated Commonwealth Response to Written Questions	Tuesday, March 31, 2015
Proposals Due by: 3:30 pm	Tuesday, April 7, 2015
All bidders are cautioned to be aware of the security in the Council on Postsecondary Education located at 1024 Capital Center Dr., Suite 320, Frankfort, Kentucky. All bids shall be time stamped in the Council on Postsecondary Education no later than the due date and time defined in this Solicitation. In person or courier delivered bids in response to this Solicitation shall be delivered to the Council on Postsecondary Education, 1024 Capital Center Dr., Suite 320, Frankfort, KY 40601. Delays due to building security checks shall not be justification for acceptance of a late bid.	

*NOTE: ALL TIME REFERENCES ARE EASTERN TIME ZONE

Communications and Bid Submission Criteria

1.00 Point of Contact

The Agency Contact named below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular mail, express mail, electronic mail or fax), concerning this procurement shall be addressed to:

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Kara Couch, CPPB
1024 Capital Center Drive, Suite 320
Frankfort, KY 40601
(502) 573 -1555 ext. 138
Kara.Couch@ky.gov

From the issue date of this RFP until a Contractor(s) is selected and the selection is announced, Offerors shall not communicate with any other Commonwealth staff concerning this RFP.

1.01 Questions Regarding this RFP

Questions must be submitted in writing to the Agency Contact. The Commonwealth will respond to salient questions in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted to the Commonwealth's eProcurement page.

1.02 Proposal Submission

Each qualified Offeror shall submit only one (1) proposal. Alternate proposals shall not be accepted.

All submitted technical and cost proposals shall remain valid for a minimum of six (6) months after the proposal due date.

Proposals shall be submitted in two (2) parts: the technical proposal and the cost proposal. The RFP technical response shall include one (1) marked original and six (6) copies under sealed cover and one (1) cost proposal marked original under separate sealed cover. All proposals must be received no later than **3:30pm on Tuesday, April 7, 2015.**

Proposals shall be submitted to the Agency Contact and the outside cover of the package containing the technical proposal shall be marked:

CPE - Economic Impact Study
RFP 415 1500000254
TECHNICAL PROPOSAL
Name of Offeror

The outside cover of the package containing the cost proposal shall be marked:

CPE - Economic Impact Study
RFP 415 1500000254
COST PROPOSAL
Name of Offeror

ELECTRONIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED

1.03 Format of Technical Proposal

The Technical Proposal must be arranged and labeled in the manner set forth below.

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Transmittal Letter – a Transmittal letter shall be submitted on Vendor’s letterhead, and signed by an agent authorized to bind the Vendor. The Transmittal letter shall include the following:

- a. A statement that deviations are included, if applicable.
- b. A statement that proprietary information is included, if applicable.
- c. A statement that, if awarded a contract as a result of this Solicitation, the Vendor shall comply in full with all the requirements of the Kentucky Civil Rights Act, and shall submit all data required by KRS 45.560 to 45.640.
- d. A sworn statement pursuant to KRS 11A.040 that the Vendor has not knowingly violated any provisions of the Executive Branch Code of Ethics.
- e. A statement certifying that the price in this proposal was arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror or with any competitor.
- f. A statement affirming that the Vendor is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing With the Office of the Kentucky Secretary of State for the duration of any awarded contract Resulting from this Solicitation.
- g. the name, address, telephone number, fax number and email address and website address, if available, of the contact person to serve as a point of contact for day-to-day operation.
- h. Subcontractor information to include the name of company, address, telephone number and contact name, if applicable.
- i. Foreign entity’s organization number issued by the Secretary of State in a certificate of authority or a statement of foreign qualification, if applicable.

Completed and Signed Solicitation and Addenda – An authorized representative of the agency MUST complete and sign the Solicitation form and include the following:

- a. “Vendor” box and “Remit To” box must be completed.

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- b. Vendor shall indicate ownership type.
- c. Vendor shall complete “FEIN” if applicable.
- d. Vendor shall provide date the form is completed and signed.
- e. Signed face of most recent Addenda, if applicable.

Signed and Notarized Required Affidavit for Bidders or Offerors (available at the following link)
<http://finance.ky.gov/services/forms/Pages/default.aspx>

Signed and Notarized Required Affidavit for Bidders, Offerors and Contractors Claiming Resident Bidder Status (if applicable) (available at the following link)
<http://finance.ky.gov/services/forms/Pages/default.aspx>

*Vendors not claiming Resident Bidder Status need not submit the affidavit.

Signed and Notarized Required Affidavit for Bidders, Offerors and Contractors Claiming Qualified Bidder Status (if applicable) (available at the following link)
<http://finance.ky.gov/services/forms/Pages/default.aspx>

*Vendors not claiming Qualified Bidder Status need not submit the affidavit.

Response to the Technical Portion of the RFP – Please provide a detailed response to the technical requirements outlined in the Evaluation Criteria. No cost information shall be provided in the technical portion.

1.04 Format of Cost Proposal

The Cost Proposal must be submitted under separate cover from the Technical Proposal and must be arranged and labeled in the manner specified. The Proposal with the lowest Price receives the maximum score. The Proposal with the next lowest Price receives points by dividing the lowest Price by the next lowest price and multiplying that percentage by the available points.

1.05 Certification Regarding Debarment and Suspension

In accordance with Federal Acquisition Regulation 52.209-5, the Vendor shall certify, by signing the Solicitation, that to the best of its knowledge and belief, the Vendor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts

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by any State or Federal agency.

“Principals”, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.

EVALUATION OF PROPOSALS

2.00 Rules of Procurement

To facilitate this procurement, various rules have been established. These are described in the following paragraphs.

Vendors should review and comply with the General Conditions and Instructions for Solicitation/Contract listed under “ Response to Solicitation” located on the eProcurement web page at

<http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx> .

The procurement process will provide for the evaluation of proposals and selection of the winning proposal in accordance with State law and regulations. KRS Chapter 45A of the Kentucky Model Procurement Code provides the regulatory framework for the procurement of services by State agencies.

2.01 Technical Proposal Evaluation

The Council will evaluate the proposal based on the technical portion of the Evaluation Criteria. Each Vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each vendor the maximum score based on the available data submitted by the Vendor. Past Vendor Performance may be considered in the award of this Contract. Vendors with a record of poor performance in the last twelve (12) months may be found non-responsible and ineligible for award.

2.02 Cost Proposal Evaluation

The Council will evaluate the proposal based on the cost portion of the Evaluation Criteria.

2.03 Waiver of Minor Irregularities

The Commonwealth reserves the right to reject any offers and to waive informalities and minor irregularities in offers received.

2.04 Clarification of Proposals

The Commonwealth reserves the right to request additional information as may reasonably be required for selection, and to reject any proposals for failure to provide additional information on a timely basis. The Commonwealth reserves the right to conduct discussions with any offeror who has submitted a proposal to determine the offeror’s qualifications for further consideration. Discussions shall not disclose

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any information derived from proposals submitted by other offerors.

2.05 Best and Final Offers

The Commonwealth reserves the right at its discretion to request a Best and Final Offer (BAFO) for technical and/or cost proposals. Offerors are cautioned to propose their best possible offers at the outset of the process, as there is no guarantee that any Offeror will be allowed an opportunity to submit a Best and Final technical and/or cost offer.

2.06 Vendor Response and Public Inspection

The RFP specifies the format, required information and general content of proposals submitted in response to the RFP. The Council shall not disclose any portions of the proposals prior to contract award to anyone outside the Council, representatives of the agency for whose benefit the contract is proposed, representatives of the Federal government, if required, and the members of the evaluation committees. After a contract is awarded in whole or in part, the Commonwealth shall have the right to duplicate, use, or disclose all proposal data submitted by Vendors in response to this RFP as a matter of public record. Any and all documents submitted by a Vendor in response to the RFP shall be available for public inspection after contract award. No such documents shall be exempt from disclosure under the Kentucky Open Records Act regardless of the vendor’s designation of the information contained therein as proprietary, confidential, or otherwise. Therefore, the Commonwealth will not redact or withhold any documents submitted in response to the RFP if a request to inspect these records is made.

The Commonwealth of Kentucky 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 rejections of the proposal will not affect this right.

2.07 Reciprocal Preference for Kentucky Resident Bidders and Preferences for a Qualified Bidder

The scoring of bids/proposals is subject to **Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).**

Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.

KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.

As used in KRS 45A.490 to 45A.494:

- (1) “Contract” means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) “Public agency” has the same meaning as in KRS 61.805.

KRS 45A.492 Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

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KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders – List of states – Administrative regulations.

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.

Determining the residency of a bidder for purposes of applying a reciprocal preference

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination. A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office indentified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).

Pursuant to 200 KAR 5:410, and KRS 45A.470, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any

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qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a bidder claiming “qualified bidder” status shall submit along with its response to the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder- affidavit form included. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.

2.08 Right to Use Oral Presentations to Verify/Expand on Proposal

The Commonwealth reserves the right to require Oral Presentations to verify or expand on the Technical or Cost Proposals.

2.09 Oral Presentation Evaluation Criteria

The top 2 highest ranking vendors may be requested to provide oral presentations/demonstrations to answer questions or to clarify the understanding of the evaluators in accordance with the requirements of this RFP. The oral presentations shall be scheduled at the discretion of the Commonwealth. The Commonwealth reserves the right to not require oral presentations/demonstrations if they do not affect the final rankings.

2.10 Negotiation

After determining the best proposal received, the Council reserves the right to negotiate a fair and reasonable compensation based on the pricing submitted in the offeror’s proposal. If the negotiations fail to reach an agreement on a fair and reasonable compensation rate, the Council reserves the right to proceed to the next highest rated proposal. Terms and conditions that may be negotiated at the sole discretion of the Commonwealth include but are not limited to issues related to the Technical and/or Cost proposals.

2.11 Best Interest of the Commonwealth

The Commonwealth will rank the proposal in the manner set forth in the Evaluation Criteria. However, the Commonwealth reserves the right to reject any or all proposals in whole or in part based on the best interest of the Commonwealth.

AWARD OF CONTRACT AND CONTRACT TERMS AND CONDITIONS

3.00 Notification of Award

To view the award of contract(s) and the contractor(s) receiving the award(s) for this solicitation, access the Kentucky Vendor Self Service site at <https://emars.ky.gov/online/vss/AltSelfService>. Vendors can

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search for the solicitation title or number in the keyword search field, or can filter their search for only awarded solicitations by clicking on Advanced Search and changing the status to awarded. The award(s) information can be accessed by clicking on the details button of the solicitation and clicking the “Notice of Award” tab. It is the vendor’s responsibility to review this information in a timely fashion. No other notification of the results of an Award of Contract will be provided.

3.01 Beginning of Work

This Contract is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and filed with the Legislative Research Commission’s Government Contract Review Committee. The Contractor shall not commence any billable work until a valid Contract has been fully executed. The Contract shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

3.02 Contract Components and Order of Precedence

The Commonwealth’s acceptance of the Contractor’s offer in response to the Solicitation, indicated by the issuance of a Contract Award, shall create a valid contract between the Parties consisting of the following:

1. Any written Agreement between the Parties.
2. Any Addenda to the Solicitation.
3. The Solicitation and all attachments hereto.
4. PSC Standard Terms and Conditions.
5. Any Best and Final Offer.
6. Any clarifications concerning the Contractor’s proposal in response to the Solicitation.
7. The Contractor’s proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

3.03 Contract Term and Renewal Option

The initial term of the Contract is anticipated to be from April 20, 2015 through June 30, 2015.

This agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been filed with the Legislative Research Commission, Government Contract Review Committee.

The Commonwealth reserves the right to renew this contract for up to one (1) additional (1) year period.

Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705.

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3.04 Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the Council prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

3.05 Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing. After the award of the Contract, all communications of a contractual or legal nature are to be made to the Agency Contact.

3.06 Personal Service Contract Standard Terms and Conditions

The following standard terms and conditions shall be applicable to this solicitation and any contract(s) awarded.

PSC STANDARD TERMS AND CONDITIONS

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and **Whereas**, the second party, the contractor, is available and qualified to perform such function; and **Whereas**, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

Effective Date:

This agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee (“LRC”).

Payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

Renewals:

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

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LRC Policies:

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

Choice of Law and Forum:

All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

Cancellation:

The state agency shall have the right to terminate and cancel this agreement at any time not to exceed thirty (30) days' written notice served on the contractor by registered or certified mail.

Funding Out Provision:

The state agency may terminate this contract if funds are not appropriated to the contracting agency 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 state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

Authorized to do Business in Kentucky:

The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity.

Pursuant to KRS 45A.480 (1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity unless that foreign entity, on the records of the Secretary of State, holds a certificate of authority or a statement of foreign qualification. In addition, KRS 14A.9-010(6) states that in order to be eligible for award of a state contract under KRS Chapter 45A or 176, a foreign entity shall have a certificate of authority or a statement of foreign qualification. A Foreign entity is defined within KRS 14A.1-070.

Foreign entities not currently registered with the Secretary of State for a certificate of authority or a statement of foreign qualification must do so prior to the award of a contract. Foreign entities may register through the following online system: <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>

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Invoices for fees:

The contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

Pursuant to KRS 45A.695, 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 for payment on a form established by the committee.

*Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: <http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>

Travel expenses, if authorized:

The contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of the contract.

Other expenses, if authorized herein:

The contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of the contract.

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

Invoicing for fee: the contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method described in the specifications of the contract.

Invoicing for travel expenses: the contractor must follow instructions described in the specifications of the contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

Invoicing for miscellaneous expenses: the contractor must follow instructions prescribed in the specifications of the contract. Expenses submitted shall be documented by original or certified copies.

Purchasing and specifications:

The contractor certifies that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of-interest laws and principles, "he" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he" is construed to mean any person with an interest therein.

Conflict-of-interest laws and principles:

The contractor certifies that he is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of

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ethics, relating to the employment of former public servants.

Campaign finance:

The contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Access to Records:

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

Protest

Pursuant to KRS 45A.285, The Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective Vendors in connection with the solicitation or selection for award of a Master Agreement or Contract.

Any actual or prospective Vendor, who is aggrieved in connection with the solicitation or selection for award of a Master Agreement or Contract, may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

Lori H. Flanery, Secretary
Commonwealth of Kentucky
Finance and Administration Cabinet
Room 383, New Capitol Annex
702 Capitol Avenue
Frankfort, KY 40601

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons

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for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

Social security: (check one)

_____ the parties are cognizant that the state is not liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

_____ the parties are cognizant that the state is liable for social security contributions pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Violation of tax and employment laws:

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

_____ The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

_____ the contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached.

Discrimination:

Discrimination (because of race, religion, color, national origin, sex, age, or disability) prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor

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agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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situation where the agency has requested documents that the agency deems necessary to conduct audits, investigations or any other formal inquiry where a dispute has arisen as to what documents are necessary to conclude the inquiry.

III. Upon receipt of a request by a state agency pursuant to Sections I & II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.

IV. If the Determination concludes that documents are being wrongfully withheld by the private vendor or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the private vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall effectuate any and all options that it possesses to obtain the documents in question, including, but not limited to, jointly initiating an action in the appropriate court for relief.

V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.

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**CPE – Economic Impact Study
Solicitation No: RFP 415 1500000254
Addendum No. 1 - Questions and Answers
March 31, 2015**

Q: How many references are needed?

A: No more than 3.

Q: Have you conducted an economic impact analysis of this program in the past – if yes, is it available?

A: No.

Q: Do you have an expected budget range for this project?

A: We cannot release the budget at this time.

Q: Are you interested in the spending-related impact impacts only – or are you interested in the broader impacts of the program on the research activities of the University of Kentucky and the University of Louisville – i.e. technology commercialization and or citations?

A: The KLCRP is interested in spending-related impacts and broader impacts of the KLCRP on the state's economy.

Q: Do you have data on the research funding activity supported by the LCRP by year?

A: Yes.

Q: Do the two universities track any additional funding stimulated by the program?

A: Yes.

Q: Do the two universities track data on the outcomes of the programs in terms of publications, Intellectual Property, or other outcomes?

A: Yes.

Q: Does the Kentucky Clinical Trials Network (KCTN) have data on the clinical trials activity supported by the programs – number of trials, enrollment, associated spending, outcomes, other?

A: Yes.

Q: The project has a very condensed timeline. What is the reason for this?

A: Timeline is somewhat negotiable, but the KLCRP board would like to begin speaking with constituents as soon as possible about the value of the KLCRP and obviously economic impact is a very important piece of that puzzle. 2016 is a budget session for the Kentucky legislature and the KLCRP is eager to demonstrate the state's return on this investment.

Q: What is the not-to-exceed project budget?

A: We cannot release the budget at this time

Q: Has the Governance Board of the Kentucky Lung Cancer Research Project (KLCRP) contracted an economic impact study in the past? If so, what individual or firm completed the study?

A: No.

Q: The deliverables listed on page 5 of the solicitation suggests the inclusion of other data points beyond the list (i.e., "Other data points including but not limited to..."). Can the Governance Board of the

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KLCRP provide guidance on the possible nature of these other data points?

A: The data points may vary based on vendor's methods and analysis.

Q: Is the multi-year nature of the impact to be expressed cumulatively, or year-by-year?

A: Cumulatively.

Q: Will budget data come solely from the KLCRP or will the necessary data also involve budgets from the University of Kentucky and University of Louisville?

A: Data will be provided from the KLCRP, the University of Kentucky and the University of Louisville.

Q: The solicitation mentions the possible necessity of site visits. What is the number of such site visits that may be necessary?

A: Site visits may be completed at the discretion of the bidders and are not required. A presentation of the final report to the KLCRP is mandatory, but can be done via conference call or ITV. The meeting will be held in Frankfort, Louisville, or Lexington, Kentucky.

Q: Will the LCRP/Council on Postsecondary Education assist in obtaining the assistance of/data from the two universities and Kentucky Clinical Trials Network (KCTN)?

A: Yes

**Commonwealth of Kentucky, KY Council on Postsecondary Education
Determination and Finding**

**CPE – Economic Impact Study
Solicitation: RFP 415 150000254
Kara Couch – Buyer**

VENDORS:

Vendor A: Battelle Memorial Institute	SRW 415 1500001051
Vendor B: Economic Modeling, LLC	SRW 415 1500001050
Vendor C: Tripp Umbach Healthcare	SRW 415 1500001039

The proposals from all 3 Vendors were evaluated based on the following criteria.

EV 415 1500001030

EVALUATION PROCESS:

1. Qualifications & Expertise (maximum pts. = 30)

- Provide evidence of training knowledge and skills developed on studies of similar scope.
- Identify previously conducted economic impact analyses.
- Experience with providing economic impact analyses in the health care, research, and academic settings.

2. Implementation Plan (maximum pts. = 20)

- A plan for implementation of the Scope of Work as described in RFP.
- The analysis methods to be implemented.
- A general timeline for work to be completed.
- Written and oral skills to produce and present a written report including the findings of the analysis
- Ability to communicate well with agency representatives to gather information needed to complete the analysis.

3. Professional Reference (maximum pts. = 10)

- Provide references for contact.

5. Cost (maximum pts. = 40)

Vendors shall propose one total cost for the performance of the deliverables outlined in the Scope of Work. Only direct costs may be invoiced.

The Proposal with the lowest Price receives the maximum score. The Proposal with the next lowest Price receives points by dividing the lowest Price by the next lowest price and multiplying that percentage by the available points.

6. Negotiations

Pursuant to the RFP, negotiations were conducted with the top ranked vendor, Vendor C, Tripp Umbach. Successful negotiations were completed and a personal service contract was awarded to Vendor C, Tripp Umbach, PON2 415 15000001957.

For detailed evaluation and scoring justification, refer to the Technical Proposal, Cost Proposal evaluation / scoring documents.

**Council on Postsecondary Education Buyer:
Kara Couch**



RFP Evaluation Criteria			Vendor Responses					
Criteria		Maximum Available Points	Battelle	Awarded Points	Economic Modeling, LLC (emsi)	Awarded Points	Tripp Umbach	Awarded Points
Qualifications & Expertise	<input type="checkbox"/> Provide evidence of training knowledge and skills developed on studies of similar scope. <input type="checkbox"/> Identify previously conducted economic impact analyses. <input type="checkbox"/> Experience with providing economic impact analyses in the health care, research, and academic settings.	30	Proposal clearly indicated sufficient background and knowledge to complete in detailed fashion.	28	Insufficient evidence of ability to handle review.	15	Clearly stated evidence of knowledge and background notably list direct comparable to request. Experience and references directly correlate with request.	30
Implementation Plan	A plan for implementation of the Scope of Work as described above. <input type="checkbox"/> The analysis methods to be implemented. <input type="checkbox"/> A general timeline for work to be completed. <input type="checkbox"/> Written and oral skills to produce and present a written report including the findings of the analysis <input type="checkbox"/> Ability to communicate well with agency representatives to gather information needed to complete the analysis.	20	Scope of work seemed to be ambiguous for our needs. Data Collection is intensive.	15	Implementation Plan meets the RFP minimum requirements but lacks detail.	7.5	Well written plan that demonstrates strong ability that they can communicate complex data for a lay audience.	20
Professional Reference	Provide references for contact.	10	References are adequate	9	References provided but with inadequate context.	7	References match scope of work.	10
Cost	The Proposal with the lowest Price receives the maximum score. The Proposal with the next lowest Price receives points by dividing the lowest Price by the next lowest price and multiplying that percentage by the available points.	40		12.98	13.33	13.33	Lowest Cost	40
TOTAL SCORE		100		64.98		42.83		100

Information and Data Required of Each Offeror							
Bidders who do not meet these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.							
Minimum Qualifications / Requirements		Battelle		Economic Modeling, LLC (emsi)		Tripp Umbach	
1. Name, Social Security Number or Federal Identification Number, address, and telephone number. Provide e-mail address and website address, if available.	Yes or No	Yes		Yes		Yes	
2. Returned Signed Front Page of the Most recent Solicitation	Yes or No	Sign the original Solicitation Front Page but not the amendment version		Sign the original Solicitation Front Page but not the amendment version		Sign the original Solicitation Front Page but not the amendment version	
3. Returned Signed Affidavit	Yes or No	Yes		Yes		Yes	
4. Registered Agent with KY Secretary of State	Yes or No	Yes		No		No - Sole Proprietorship	
5. KY Secretary of State Organizational number		0460051				N/A	
6. Transmittal Letter Statements Included	Yes or No	Yes		Yes		Yes	
7. Claiming Resident Bidder Status	Yes or No	No		No		No	
Vendor/Customer Code		VC0000022571		VC1000021497		VS1000006610	
SRW ID		SRW 415 1500001051		SRW 415 1500001050		SRW 415 1500001039	
EV 415 1500001030							
All Applicants must be approved to do business in the Commonwealth of Kentucky or provide evidence of having completed the states' procurement registration/application procedures as required in Kentucky within fourteen (14) calendar days of being selected.							

ORIGINAL



2359 Railroad Street, Suite 3701
Pittsburgh, PA 15222
Office: 412.281.2313
Fax: 412.281.9946
www.trippumbach.com

TRANSMITTAL LETTER FOR RFP 415 1500000254

POST SECONDARY
2015 FEB 6

Ms. Kara Couch, CPPB
Kentucky Council on Postsecondary Education
1024 Capital Center Drive, Suite 320
Frankfort, KY 40601

Dear Ms. Couch:

Tripp Umbach is pleased to provide its response to RFP 415 1500000254 (Council of Postsecondary Education – Economic Impact Study) for the completion of an independent economic impact study for the Kentucky Lung Cancer Research Project. Tripp Umbach is extremely qualified to complete such a study, and is ready to begin immediately upon selection.

Pursuant to requirements presented in the RFP, Tripp Umbach offers the following responses to Page 8 of the document:

- a. No deviations are included within the proposal.
- b. No proprietary information is included within the proposal.
- c. If awarded the contract as a result of the RFP, Tripp Umbach will comply in full with all the requirements of the Kentucky Civil Rights Act, and shall submit all data required by KRS 45.560 to 45.640.
- d. Pursuant to KRS 11A.040, Tripp Umbach has not knowingly violated any provisions of the Executive Branch Code of Ethics.
- e. The price in this proposal was arrived at independently by Tripp Umbach without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other offeror or with any competitor.
- f. If awarded the contract, Tripp Umbach will ensure that they will be properly authorized under the laws of the Commonwealth of Kentucky to conduct business in the state and will remain in good standing with the Office of the Kentucky Secretary of State for the duration of the contract.

g. The day-to-day contact person for the project will be:

*Nichole Parker
Principal, Tripp Umbach
3248 Hennepin Avenue, 2nd Floor
Minneapolis, MN 55408
nparker@trippumbach.com
www.trippumbach.com*

h. No subcontractors will be used in the study.

i. Foreign entity number is not applicable.

Thank you for your consideration of Tripp Umbach for this important project. Please contact me directly with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'NP', with a long horizontal line extending to the right.

Nichole M. Parker
Principal

Enclosures:
Original (1)
Copies (6)

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
 - a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that:
 - a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.
 - b. In accordance with [KRS 121.330\(1\) and \(2\)](#), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 2 OF 2

- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

[Signature]
 Signature
PRINCIPAL
 Title

Nichole M PARKER
 Printed Name
4/3/2015
 Date

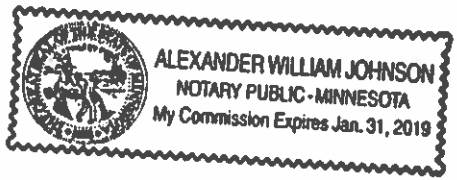
Company Name TRIPP UMBACH
 Address 2359 RAILROAD ST. 3701
PITTSBURGH PA 1522

Subscribed and sworn to before me by Alex Johnson NOTARY PUBLIC
 (Affiant) (Title)

of The UPS STORE this 3 day of APRIL, 2015.
 (Company Name)

[Signature]
 Notary Public
 [seal of notary]

My commission expires: 01/31/2019



Commonwealth of Kentucky SOLICITATION

TITLE: CPE - Economic Impact Study

DATE ISSUED

2015-03-23

SOLICITATION CLOSES

Date: 2015-04-07

Time: 15:30:00

SOLICITATION NO.

RFP 415 150000254

I S S U E D B Y	Council on Postsecondary Educa Kara Couch	A D D R E S S T O	Please see the Terms and Conditions For Information on where to submit Your Bid/Proposal.
V E N D O R	Name: TRIPP UMBACH Address: 2359 RAILROAD ST. 43701 City, State Zip Code: PITTSBURGH PA 15222 Phone #: 412-281-2313 Email Address: NPARKER@TRIPPUMBACH.COM Contact Name: NICHOLE PARKER Contact Email: NPARKER@TRIPPUMBACH.COM Vendor Customer (VC) #: VS1000006610	R E M I T T O	Name: TRIPP UMBACH Address: 2359 RAILROAD ST. #3701 City, State Zip Code: PITTSBURGH, PA 15222 Phone #: 412-281-2313 Email Address: GLEWIS@TRIPPUMBACH.COM Contact Name: GWEN LEWIS Contact Email: GLEWIS@TRIPPUMBACH.COM Vendor Customer (VC) #: VS1000006610

FOR INFORMATION CALL:

Kara Couch
502-573-1555

ONLINE BIDDING PROHIBITED

Yes

OWNERSHIP TYPE:

Sole Proprietorship Partnership Corporation

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY

FAILURE TO SIGN SHALL RENDER THE BID INVALID.

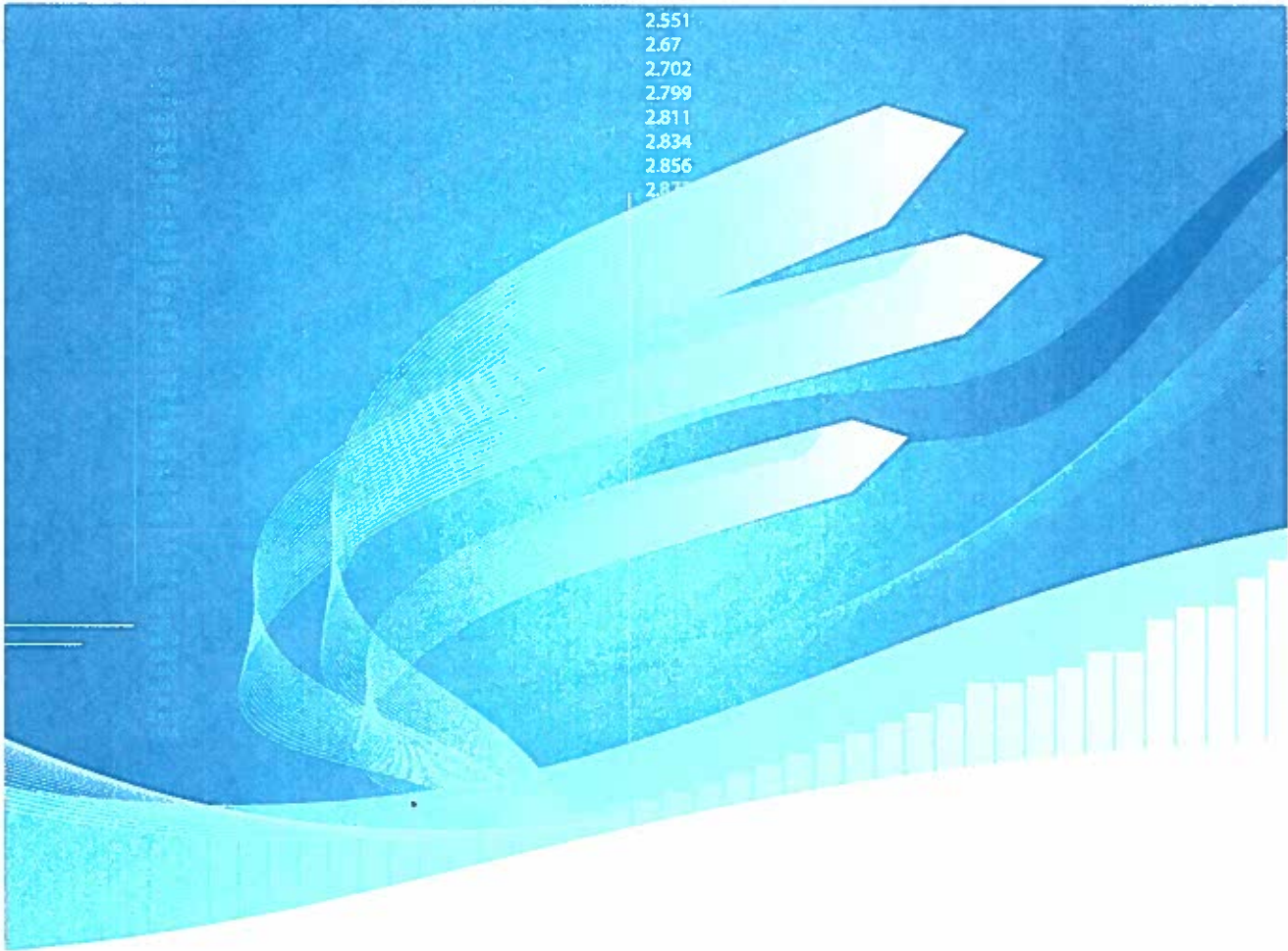
Signature X

Nichole M Parker

FEIN# 260013128

DATE 4/2/2015

All offers subject to all terms and conditions contained in this solicitation.



KLCRP Economic Impact Study

Prepared for: Council on Postsecondary Education

Prepared by: Tripp Umbach

April 3, 2015

RFP#: 415 1500000254

INTRODUCTION

Tripp Umbach is pleased to provide a proposal of services to complete economic impact analysis and reporting to quantify economic, employment, tax revenue, and other data points needed to demonstrate the impact of the Kentucky Lung Cancer Research Project (KLCRP) and funding received by University of Kentucky and the University of Louisville as a part of the joint research initiative.

Tripp Umbach provides an independent, high-quality evaluation of the impact of organizations that aligns with the industry standard in economic impact studies. Tripp Umbach will deliver a comprehensive economic impact report that details KLCRP's impact on the state of Kentucky and its return on investment since its inception in 2001.

The economic impact study will calculate the economic, employment, and government revenue impacts of KLCRP's operations and research funding. The economic impact study will quantify the impact of both the operations in the current year, as well as the cumulative impact since 2001.

Specific goals of the project include:

- KLCRP requires an IMPLAN economic impact study to determine the economic, employment, and government revenue impacts associated with KLCRP both in 2014 and since its inception in 2001.
- The report will allow KLCRP to communicate the economic, employment, and government revenue impacts of these tobacco funds and the impact that the cancer research program has on the Commonwealth of Kentucky.

KLCRP ECONOMIC IMPACT STUDY OVERVIEW

Geography: Commonwealth of Kentucky

Entities Included in KLCRP: University of Kentucky and University of Louisville

Analysis: Tripp Umbach will utilize IMPLAN to determine the economic impact of the funds received through KLCRP as an overall entity, as well as through each institution.

Reporting: A narrative report will be provided with an analysis of the impact of the KLCRP. The report will include the direct, indirect, and induced jobs created by the research funds and the operations of the research project. In addition to the number of jobs created, the analysis will quantify the economic impact directly attributed to the research conducted as a result of these research funds granted to both participating institutions, as well as the indirect and supporting economic impact. Tax revenue generated directly and indirectly by the project will be included in the analysis. The analysis will also quantify any additional impacts which are required to satisfy state reporting standards or needs.

Study Time Period: Cumulative economic Impact since 2001 and Current Year

Analysis Completed: Tripp Umbach will complete this analysis by June 30, 2015.

Due to the scope and nature of KLCRP's operations, the assessment of its total economic impact requires a rigorous and customized approach. Tripp Umbach is prepared to work closely with the project team in order to ensure a final document that serves the interests of the Council and members of KLCRP. Tripp Umbach will work collaboratively with the project team to determine the appropriate data collection time periods, which will include analysis related to growth over the past 15 years on a cumulative and current year basis. The report will provide analysis highlighting the impacts of these funds on multiple years/time periods.

To accomplish this project, Tripp Umbach will rely upon primary and secondary data collection as well as our extensive experience in completing economic impact studies with complex, diverse, organizations similar to KLCRP. Tripp Umbach is skilled in completing economic impact studies utilizing numerous economic impact methodologies including linear cash flow analysis, IMPLAN, REMI, and RIMS II data. For this project, Tripp Umbach recommends utilizing the IMPLAN methodology¹ for this study which is considered to be industry standard.

¹ Using classic input-output analysis in combination with regional specific Social Accounting Matrices and Multiplier Models, IMPLAN provides a highly accurate and adaptable model for its users. The IMPLAN database contains county, state, zip code, and federal economic statistics which are specialized by region, not estimated from national averages and can be used to measure the effect on a regional or local economy of a given change or event in the economy's activity.

STATEMENT OF CONSULTANT QUALIFICATIONS

Tripp Umbach Profile	
Tripp Umbach 2359 Railroad Street, Suite 3701 Pittsburgh, Pennsylvania 15222 Phone: 412.281.2313; Fax: 412.281.9946 Legal Status of Entity: S-Corporation Year Established: 1990 Website: www.trippumbach.com	
Federal Employer Tax Identification Number:	26-0013128
Vendor contact persons:	
Administrative Contact: Gwen Lewis, Office and Business Manager Tripp Umbach 2359 Railroad Street, Suite 3701 Pittsburgh, PA 15222 Phone: 412.281.2313 Fax: 412.281.9946 Email: glewis@trippumbach.com	Project Contact: Nichole M. Parker, Principal Tripp Umbach 3248 Hennepin Avenue, 2 nd Floor Minneapolis, MN 55408 Phone: 763.656.8356 Fax: 412.281.9946 Email: nparker@trippumbach.com

Tripp Umbach is a national leader in conducting economic impact studies, consultation, and communication services for a wide-variety of clients including, but not limited to, leading corporations, universities, hospitals, medical schools, academic medical centers, research institutes, public events, convention centers, airports, amusement parks, and PGA golf events. Tripp Umbach has provided consultation and economic impact analysis services to more than 200 clients in all regions of the United States since 1990. Our consultants are skilled in all types of economic impact analysis including linear cash flow modeling, IMPLAN, RIMS II, and REMI analysis. Our studies are truly customized to match the needs of our diverse clients.

Since 1990, Tripp Umbach has completed many notable economic impact studies including, but not limited to, the following:

- Health system impact studies for long-standing clients such as Mayo Clinic, Penn Medicine, Summa Health System, University of Pittsburgh Medical Center, Carolinas Health Care System, Mount Carmel Health Care System, and many others throughout the United States.
- Economic impact analysis of Cancer Research organizations such as PA Cancer Alliance, The Wistar Institute, UCMC Cancer Center, UNC, and Association of American Cancer Institutes (AACI).

- Five national studies measuring the economic impact of all 130 medical schools and more than 400 teaching hospitals for the Association of American Medical Colleges (AAMC), making Tripp Umbach the most qualified firm to assess economic impact of a medical school or hospital campus.
- National economic impact studies for the American Hospital Association, the Association of American Cancer Institutes, Susan G. Komen Foundation, the Blue Cross and Blue Shield Association, and GE Healthcare.
- Economic impact analysis for 50 of the top 100 health systems ranked by *U.S. News & World Report*.
- Economic impact analysis for leading academic institutions such as the University of Minnesota, University of Michigan, University of Iowa, Illinois University, University of Arizona, Michigan State University, and the University of Washington.

Listed below are a few URL’s to reference Tripp Umbach’s work:

- **GE Healthcare Wisconsin:** http://www3.gehealthcare.com/en/news_center/press_kits/ge_works_in_wisconsin
- **University of Washington:** <http://www.washington.edu/externalaffairs/eir/>
- **University of Connecticut:** <http://economicimpact.uconn.edu/>
- **University of Minnesota:** <http://impact.umn.edu/>
- **University of Pittsburgh:** <http://pitt.edu/sites/default/files/2014-Econ-Impact-Report.pdf>

Additional Related Studies Completed by Tripp Umbach:

UNIVERSITY	SERVICE	CITY	STATE
University of Akron	Strategic Planning	Akron	OH
Charles Drew University	Economic Impact	Los Angeles	CA
Edith Cowan University	Economic Impact	Perth, Australia	WA, AU
Florida International University	Economic Impact	Miami	FL
Gannon University	Economic Impact	Erie	PA
Indiana University	Economic Impact	Bloomington	IN
Indiana University of Pennsylvania	Strategic Planning	Indiana	PA
Louisiana State University	Strategic Planning	Shreveport	LA
Louisiana College	Strategic Planning	Baton Rouge	LA
Medical College of Georgia	Economic Impact	Augusta	GA
New York Institute of Technology	Economic Impact	Old Westbury	NY
Ohio University	Economic Impact	Athens	OH
Ohio State University	Economic Impact	Columbus	OH
Penn State University	Economic Impact	State College	PA

UNIVERSITY	SERVICE	CITY	STATE
Saint Louis University	Economic Impact	St. Louis	MO
Salisbury University	Feasibility Study	Salisbury	MD
University of Michigan	Economic Impact	Ann Arbor	MI
University of Alabama	Economic Impact	Birmingham	AL
University of Alberta	Economic Impact	Edmonton	AB
University of Arizona	Economic Impact	Tucson/Phoenix	AZ
University of Connecticut	Economic Impact	Storrs	IA
University of Iowa	Economic Impact	Iowa City	IA
University of Minnesota	Economic Impact	Minneapolis	MN
University of Montana	Economic Impact	Bozeman	MT
University of North Carolina	Economic Impact	Chapel Hill	NC
University of Tennessee	Economic Impact	Knoxville	TN
University of Pittsburgh	Economic Impact	Pittsburgh	PA
University of Washington	Economic Impact	Seattle	WA
Washington & Jefferson University	Feasibility Study	Washington	PA
West Virginia University	Economic Impact	Morgantown	WV

TRIPP UMBACH PROJECT TEAM

Nichole M. Parker

Principal, Minneapolis Office (Day-to-Day Project Manager)

Nichole will provide project oversight, day-to-day project management from all aspects, and sole contact with the clients. Nichole has 14 years of experience completing economic impact assessment assessments and has worked on numerous economic impact studies for colleges/universities, Fortune 50 companies, and academic health centers. Nichole’s client list includes: University of Pittsburgh, Florida International University, University of Minnesota, GE, GE Healthcare, University of Connecticut, University of Washington, and University of Arizona. Nichole is highly skilled in various economic impact methodologies such as linear cash flow, IMPLAN, RIMS II and REMI.

Nichole’s responsibilities at Tripp Umbach include the development of innovative research, economic impact, and planning methodologies; the collection of primary and secondary research data; the facilitation of health system strategic planning sessions, public-private partnership teams and focus groups; and presentation of market research studies, strategic plans, and marketing and communication recommendations to health care leaders, governmental representatives, industry leaders, community groups, and the media.

Nichole possesses a Masters of Public and International Affairs/Economic Social Development from the University of Pittsburgh's Graduate School of Public and International Affairs and a Bachelor of Arts in Political Science and Anthropology from the University of Pittsburgh.

Julie Chmiel
Senior Project Director, Minneapolis Office

Since 2005, Julie has successfully managed studies for clients throughout the United States. She serves as Senior Project Director for Tripp Umbach and has worked on numerous economic impact, feasibility, bioscience marketing, community health, market research, and strategic planning studies. She has experience conducting projects for major hospitals, health care organizations, and colleges and universities. Julie's strengths are group facilitation and quantitative and qualitative research.

Julie's work and leadership on consulting assignments for hospitals and higher education clients such as, Ohio State University, University of Pennsylvania School of Medicine, Penn State University, Florida International University, Highmark Blue Cross/Blue Shield, Cleveland Clinic, and Claxton-Hepburn Medical Center has provided her clients with the necessary data and strategy to be successful.

Julie has also served as a Report Analyst and IT/Engineering Recruiter for Yoh – A Day and Zimmerman Company. She developed weekly financial/cost analysis/market trend reports for 16 lines of business (nine offices) throughout the West/Southwest during her two years while living in San Diego, CA. Julie was also the Wellness Council Representative for Yoh.

Julie holds a Master of Arts Degree in School Counseling from Adams State University in Alamosa, CO. (July 2013) and a Bachelor of Science Degree in Communications and Sociology from Indiana University of Pennsylvania in Indiana, PA.

OVERVIEW OF METHODOLOGY

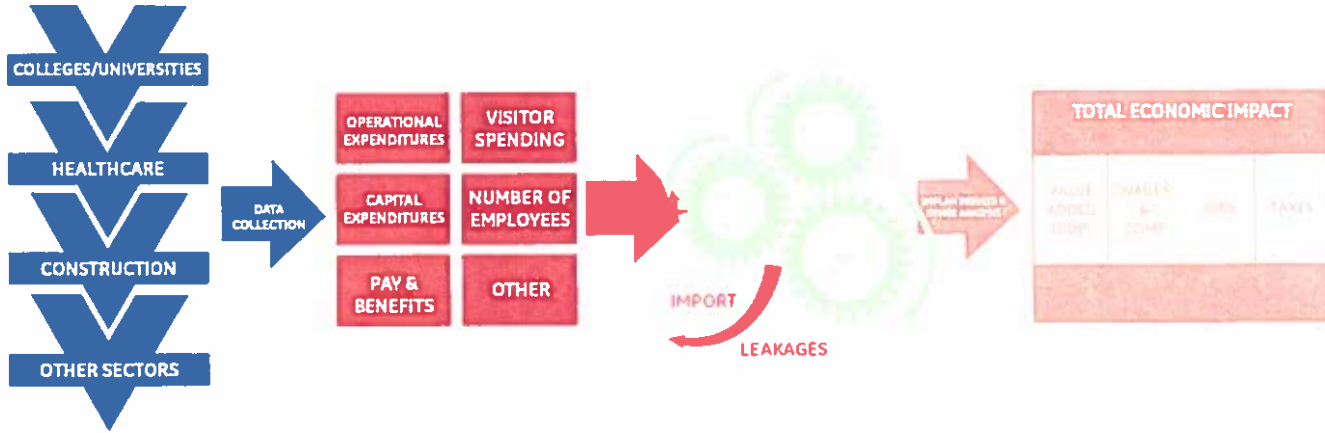
Economic impact begins when an organization spends money. Economic impact studies measure the direct economic impact of an organization's spending, plus additional indirect spending in the economy as a result of direct spending. Economic impact has nothing to do with dollars collected by colleges/universities, their profitability, or even their sustainability, since all operating organizations have a positive economic impact when they spend money and attract spending.

The direct economic impact in this project will measure the dollars that are generated within Wisconsin specifically the Milwaukee-Waukesha-West Allis MSA due to the presence of KLCRP. This includes not only spending on goods and services with a variety of vendors within Wisconsin, and the spending of its staff and visitors, but also the business volume generated by businesses within

the area that benefit from the spending of KLCRP. It is important to remember that not all dollars spent by an organization remain in its home state. Dollars that “leak” out of the area in the form of purchases from out-of-state vendors are not included in the economic impact on the state.

The total economic impact includes the “multiplier” of spending from companies that do business with KLCRP. Support businesses may include lodging establishments, restaurants, construction firms, vendors, temporary agencies, etc. Spending multipliers attempt to estimate the ripple effect in the economy where the spending occurs. For example: Spending by KLCRP with local vendors provides these vendors with additional dollars that they re-spend in the local economy, causing a “multiplier effect.”

To complete this assignment Tripp Umbach will utilize IMPLAN. IMPLAN (IMPact analysis for PLANning) data and software utilizes classic input-output analysis in combination with regional specific Social Accounting Matrices and Multiplier Models. IMPLAN provides a highly accurate and adaptable model for its users. The IMPLAN database contains county, state, zip code, and federal economic statistics which are specialized by region, not estimated from national averages and can be used to measure the effect on a regional or local economy of a given change or event in the economy’s activity. The graphic below shows the general flow of an impact study from industry segment, to types of data needed, to the multiplier effect and the total economic and employment impacts.



IMPLAN is an econometric modeling system developed by applied economists at the University of Minnesota and the U.S. Forest Service. The IMPLAN modeling system has been in use since 1979, and is currently used by over 500 private consulting firms, university research centers, and government agencies. The IMPLAN modeling system combines the U.S. Bureau of Economic Analysis’ Input-Output Benchmarks with other data to construct quantitative models of trade flow relationships between businesses, and between businesses and final consumers. From this data, one can examine the effects of a change in one or several economic activities to predict its effect on a specific state, regional, or local economy (impact analysis). The IMPLAN input-output accounts capture all monetary

market transactions for consumption in a given time period. The IMPLAN input-output accounts are based on industry survey data collected periodically by the U.S. Bureau of Economic Analysis and follow a balanced account format recommended by the United Nations.

IMPLAN's Regional Economic Accounts and the Social Accounting Matrices will be used to construct state-level multipliers, which describe the response of the state economy to a change in demand or production as a result of the activities and expenditures of KLCRP. Each industry that produces goods or services generates demand for other goods and services, and this demand is multiplied through a particular economy until it dissipates through "leakage" to economies outside the specified area. IMPLAN models discern and calculate leakage from local, regional, and state economic areas based on workforce configuration, the inputs required by specific types of businesses, and the availability of both inputs in the economic area. Consequently, economic impacts that accrue to other regions or states as a consequence of a change in demand are not counted as impacts within the economic area.

The model accounts for substitution and displacement effects by deflating industry-specific multipliers to levels well below those recommended by the U.S. Bureau of Economic Analysis. In addition, multipliers are applied only to personal disposable income to obtain a more realistic estimate of the multiplier effects from increased demand. Importantly, IMPLAN's Regional Economic Accounts exclude imports to an economic area so the calculation of economic impacts identifies only those impacts specific to the economic impact area. IMPLAN calculates this distinction by applying Regional Purchase Coefficients (RPC) to predict regional purchases based on an economic area's particular characteristics. The Regional Purchase Coefficient represents the proportion of goods and services that will be purchased regionally under normal circumstances, based on the area's economic characteristics described in terms of actual trade flows within the area.

CALCULATING DIRECT, INDIRECT, AND INDUCED ECONOMIC AND JOB EFFECTS

Tripp Umbach utilizes the operational and capital spending data collected from KLCRP for input into the IMPLAN software. Direct expenditures by KLCRP on operations, capital and staff/faculty salaries (direct) create a multiplier effect in the local economy. Indirect impacts are the impacts that are created when KLCRP makes purchases from area suppliers. Induced impacts are the third ripple in the economy resulting from the salaries paid to employees from KLCRP and its suppliers. The graphic below shows how direct spending leads to two additional ripples in the local economy. The multipliers in this study are derived based upon actual spending patterns in the local economy. Typically, the multipliers range in the 1.87 to 2.1 range for university studies. Since the database purchased from IMPLAN is specific to the three geographies utilized in this study, the number could be slightly higher or lower.

Multipliers are a numeric way of describing the secondary impacts stemming from the operations of an organization. For example, an employment multiplier of 1.8 would suggest that for every 10

employees hired in the given industry, eight additional jobs would be created in other industries, such that 18 total jobs would be added to the given economic region.

The Multiplier Model is derived mathematically using the input-output model and Social Accounting formats. The Social Accounting System provides the framework for the predictive Multiplier Model used in economic impact studies. Purchases for final use drive the model. Industries that produce goods and services for consumer consumption must purchase products, raw materials, and services from other companies to create their product. These vendors must also procure goods and services. This cycle continues until all the money is leaked from the region’s economy. There are three types of effects measured with a multiplier: the direct, the indirect, and the induced effects. The direct effect is the known or predicted change in the local economy that is to be studied. The indirect effect is the business-to-business transactions required to satisfy the direct effect. Finally, the induced effect is derived from local spending on goods and services by people working to satisfy the direct and indirect effects.

- **Direct effects** take place only in the industry immediately being studied.
- **Indirect effects** concern inter-industry transactions: because KLCRP is in business, they have a demand for locally produced materials needed to operate.
- **Induced effects** measure the effects of the changes in household income: employees at KLCRP and its suppliers purchase from local retailers and restaurants.
- **Total Economic Impacts** the total changes to the original economy as a result of the KLCRP’s operations. i.e., direct effects + indirect effects + induced effects = total economic impact

The figure below seeks to illustrate the three different types of economic impact.

DIRECT vs. INDIRECT vs. INDUCED IMPACT



Based upon the spending habits of KLCRP, its suppliers, and household spending, IMPLAN will allow Tripp Umbach to clearly show the top sectors in the economy impacted. IMPLAN correlates its industry sectors to codes found in the North American Industry Classification System (NAICS codes). Tripp Umbach will be able to provide KLCRP with data as detailed as the numbers presented in the table below. The level of specificity in economic output and job creation is critical when communicating the economic impact. It makes people truly understand the value of the project.

Top 10 Industries Impacted Sorted by Employment				
Description	Employment (Jobs)	Labor Income	Value Added	Output
Colleges/universities	226	\$13,298,243	\$13,900,658	\$20,758,083
Private hospitals	145	\$11,125,112	\$11,923,035	\$14,093,153
Real estate establishments	95	\$1,086,096	\$8,436,115	\$11,356,606
Food services and drinking places	8	\$1,906,678	\$2,664,362	\$4,951,109
Hotels and motels, including casino hotels	31	\$921,426	\$1,573,085	\$3,214,076
Imputed rental activity for owner-occupied dwellings	0	\$0	\$2,058,940	\$2,800,830
Electric power generation, transmission, and distribution	3	\$355,184	\$1,212,445	\$2,004,010
Wholesale trade businesses	7	\$485,824	\$980,473	\$1,441,670
Personal care services	22	\$864,187	\$969,196	\$1,429,237
Automotive repair and maintenance, except car washes	18	\$755,572	\$889,781	\$1,410,721

Tripp Umbach believes that an effective economic impact study is one that accomplishes two goals:

1. provides credible and conservative economic impact analysis which is consistent and replicable; and
2. is presented in an easy to understand narrative format which also tells the story and mission of the partnership. We believe that the numbers must go along with a story so that people truly understand the importance and value of the project.

IMPLEMENTATION PLAN

Tripp Umbach project leaders will work with the project team to accomplish the project goals and objectives. For this project to be successful, we need to have an ongoing dialogue about deliverables, data, and expectations.

Steps to be taken in performance of the research will be as follows:

1. PROJECT CONFERENCE CALLS AND GOTOMEETING SESSIONS

The Tripp Umbach senior research team assigned to this project will meet with representatives to:

- Develop a small working committee in order to facilitate the day-to-day data collection and project management aspects of the project;
- Finalize project goals, timetable, and expectations of the client and Tripp Umbach;
- Finalize geographic scope;
- Finalize data collection timetables and processes to be followed in requesting data and receiving data; and
- Discuss and finalize the structure of the final project report — including the way in which all products of the research can be structured and reported to ensure maximum usefulness.

2. COLLECTION OF KLCRP DATA

Data to be supplied by members of KLCRP may include, but not be limited to, operational spending, capital spending (five-year average), number of staff, number of faculty, pay & benefits for staff and faculty, profiles of the research, and research commercialization data. Tripp Umbach can provide breakouts for the University of Louisville and the University of Kentucky, if desired by the universities.

After discussing data analysis and reporting needs, Tripp Umbach will provide KLCRP team members with a data collection form to gather information needed for this assignment. The impact will be calculated cumulative and for the current year. Tripp Umbach will present the project team with options based on previous projects on the best way to collect, communicate, and calculate the impact. This data collection form will include data points such as, but not limited to, the following:

- Research dollars received (source of funding)
- Government funding received (start up to present)
- Amount of the research dollars used for the operations of the research project
- Amount of the research dollars used for the capital needs of the research project (average)
- Operational staffing levels of the research program

- Payroll expenditures directly resulting from the research program
- Available business plans for the research program
- Technology transfer data (patents, licenses, business spin-offs, etc.)
- Visitor Spending

Tripp Umbach will design a customized data collection form to ease the data collection process. Tripp Umbach will work collaboratively with the Council and KLCRP to ensure that the data collection process goes smoothly.

3. SECONDARY-SOURCE DATA

Tripp Umbach has performed numerous impact studies for research institutes, teaching hospitals, colleges and universities, and cancer research partnerships. In the event that a data point is not available, Tripp Umbach will work collaboratively to discuss the assumptions being used in the study to ensure validity.

4. FINAL REPORT, INFOGRAPHIC, AND PRESENTATION DEVELOPMENT

Tripp Umbach will develop a summary report of economic impact findings for this project. A written report of all study findings, providing a detailed description of the study methodology and research procedures used, will also be provided to the client. Tripp Umbach will offer the client opportunity to provide feedback on the draft to ensure that the deliverable exceeds client expectations. Tripp Umbach can provide each of the partners in the project with a breakout summary of their institutional impact if desired. The report will be professionally designed in a style that either reflects the KLCRP brand or Tripp Umbach brand.

Tripp Umbach will complete a PowerPoint presentation of key findings for the study in addition to a summary infographic of the impact results.

5. FINAL PRESENTATION

Tripp Umbach will present the findings of the analysis upon completion of the project. In order to save on project costs, Tripp Umbach is able to do this presentation via GoToMeeting.

6. OPTIONAL SITE VISITS

Tripp Umbach is available to travel to the client site if the client believes there would be value-added. Tripp Umbach will discuss this with the client team to gain a better understanding of the need for site visits and the timing of such visits. Typically on projects of this nature, it is not necessary to travel to the site for visits, but Tripp Umbach is able and willing to do so upon request of the client.

PROJECT TIMELINE

Tripp Umbach staff is available immediately and can complete this assignment within three months of authorization, *provided that data requested from the client is provided in a timely manner*. Note: The timeline can be shorter, if needed.

MONTH	PROPOSED PROJECT ACTIVITIES
April/May 2015	<ul style="list-style-type: none"> Initial Project Meeting via GoToMeeting KLCRP Economic Impact Data Collection Tripp Umbach Model Development
June 2015	<ul style="list-style-type: none"> Economic Impact Analysis Preliminary Draft Report review via GoToMeeting Final Report and Presentations via GoToMeeting

CLIENT REFERENCES

PA Cancer Alliance and The Wistar Institute: Completed economic impact studies for multiple years. (Quantification of impact of tobacco funded research and of The Institute separately.)

Elizabeth O'Brien
The Wistar Institute
Vice President, Legal and External Affairs,

Phone: 215.898.2207
Email: obrien@wistar.org

University of Minnesota: Completed economic impact study in 2010. (Statewide and economic district impact of all campuses, research, and agricultural extension.)

Mr. Peter M Radcliffe
University of Minnesota
Director, Undergrad Education

Phone: 612.624.1992
Email: radcl002@umn.edu

University of Pittsburgh: Completed economic impact study in November 2014. (Comprehensive economic impact study of the University of Pittsburgh’s system and individual campus impacts.)

Ms. Kim Honath
University of Pittsburgh
Office of the Chancellor Emeritus

Phone: 412.624.4200
Email: Klh4@pitt.edu

University of Washington: Completed economic impact study in July 2010 and a restudy in January 2015. (Comprehensive Economic Impact Analysis of the University of Washington.)

Mr. Randy Hodgins
University of Washington
Vice President

Phone: 206.616.8965
Email: rhodgins@uw.edu

University Cancer Research Fund: Completed economic impact study in 2013. (Comprehensive impact of the University Cancer Research Fund – a collaboration between UNC Chapel Hill and UNC Lineberger Comprehensive Cancer Center.)

Wendy Sarratt, DrPH
UNC Lineberger
Associate Director

Phone: 919.966.4131
Email: wendy_sarratt@med.unc.edu

KLCR Program Coordinator:

The KLCR Program Coordinator will evaluate, support, and promote programmatic solidarity by maintaining a comprehensive view of all KLCRP activities at both Cancer Centers. This individual will liaise with KLCRP leadership of the two Cancer Centers to engage, inform and assure synergistic goals are recognized and leveraged to best and cohesively represent and report activities and outcomes of the KLCR Program. This individual will communicate effectively with a variety of audiences a clear and succinct presentation of this complex Program. All activities will contribute to support and promote programmatic solidarity.

Compensation: Employed by the Council on Post-Secondary Education on behalf of the KLCRP institutions, and compensated according to the regulations of CPE.

Selection: KLCRP Leadership of the two Cancer Centers and CPE representatives assigned to KLCRP will select the applicant for hire to this position. CPE will arrange this collaborative decision-making in accordance with applicable hiring regulations of CPE.

Reporting lines: Directly reports to a CPE representative assigned to the program and indirectly reports to the KLCRP Leadership of the two Cancer Centers.

Justification:

Established by KRS 164.476, the KLCR Program requires a centralized and shared program coordinator to support the growth and advancement of the initiatives. This position will directly support areas identified during the 2014 program review, as a priority to further develop and amplify clear and succinct reporting of the program's outcomes and unity. The KLCRP Governance Board directs the creation of the KLCR Program Coordinator to support the continued growth, synergistic activities of the program. This position is essential to the program to meet deliverables defined under the KLCRP Strategic Plan; including facilitating synergies and coordinating joint conferences (s) to facilitate greater collaboration toward the ultimate goal of reducing the burden of lung cancer in the Commonwealth and reducing the factors – such as smoking and other environmental factors – that contribute to the disease.

Duties:

Major Job Functions:

1. Program Coordination:
Support and promote programmatic solidarity. Evaluate, recommend and promote areas for universities to spotlight synergies related to the Program, while maintaining awareness and deferral to each institution for areas that require autonomy or distinct identifications. Assist in coordinating surveillance and tracking methods of the KLCRP Strategic Plan. Assist in developing evaluation methods as directed by the Cancer Centers. Maintain master files of activity. Maintain a comprehensive view of the development and management of all KLCRP activities at both Cancer Centers. Provide program support to the KLCRP Governance Board, CPE and KLCRP leadership from both Cancer Centers.
2. Event Coordination:

Develop and coordinate programmatic events; institutional or board retreats, scientific symposia. Establish linkages with programmatic areas of the Cancer Centers and assist with or coordinate events. Assist with preparation of abstracts, presentations, dissemination of research results.

3. Marketing & Communications:

Support development and delivery of unified programmatic marketing, communications and representation, when and as directed by the KLCRP leadership of both Cancer Centers. In cooperation with the Cancer Centers, coordinate marketing materials, in accordance with applicable policies of each institution. Drive content of KLCRP website, maintained by the MCC Research Communications Office. Develop, distribute KLCRP newsletter, announcements, and other materials. Support linkages and other program outreach.

4. Program Administration:

Provide programmatic administrative support to KLCRP Leadership of both Cancer Centers. Serve as CPE liaison to the KLCRP. Facilitate reporting, and as directed streamline shared reporting for cohesive program reports. Maintain KLCRP Master File. Assist leadership of the Cancer Centers with reconciliation of program records, share files or drives, database. Assist with preparation for program audits. Assist and prepare funding award letters from the Governance Board Chair to CPE with board approved allocation of awards specified. Assist leadership of the Cancer Centers with KLCRP level management of cycle grants; award letters, progress reports, application and document management. Assist Governance Board with program administration documents - Policy & Procedures Manual, Master Files

Competencies/skills: communication, collaboration, program or project management, coordination, innovation, planning and organization

Preferred experience: program or project management, coordination, moderate level of understanding of research and academic institutions