Request for Proposal
UK-1802-18
Proposal Due Date – 11/30/17

Strategic Services for a
Capital Campaign
**REQUEST FOR PROPOSAL (RFP)**

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

<table>
<thead>
<tr>
<th>PROPOSAL NO.</th>
<th>UK-1802-18</th>
<th>RETURN ORIGINAL COPY OF PROPOSAL TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date:</td>
<td>11/21/17</td>
<td>UNIVERSITY OF KENTUCKY</td>
</tr>
<tr>
<td>Title:</td>
<td>Strategic Services for a Capital Campaign</td>
<td>PURCHASING DIVISION</td>
</tr>
<tr>
<td>Purchasing Officer:</td>
<td>Rebecca Purcell</td>
<td>411 S LIMESTONE</td>
</tr>
<tr>
<td>Phone/Email:</td>
<td>859-257-5479 / <a href="mailto:rpurcell@uky.edu">rpurcell@uky.edu</a></td>
<td>ROOM 322 PETERSON SERVICE BLDG.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>LEXINGTON, KY 40506-0005</td>
</tr>
</tbody>
</table>

**IMPORTANT:** PROPOSALS MUST BE RECEIVED BY: 11/30/17 3 P.M. LEXINGTON, KY TIME.

**NOTICE OF REQUIREMENTS**

1. The University’s General Terms and Conditions and Instructions to Bidders, viewable at [www.uky.edu/Purchasing/terms.htm](http://www.uky.edu/Purchasing/terms.htm), apply to this RFP. When the RFP includes construction services, the University’s General Conditions for Construction and Instructions to Bidders, viewable at [www.uky.edu/Purchasing/ccphome.htm](http://www.uky.edu/Purchasing/ccphome.htm), apply to the RFP.

2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.

3. Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.

4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

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

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

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);

2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;

3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;

4. That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to 340, and 164.390;

5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to colect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;

6. That I have fully informed myself regarding the accuracy of the statement made above.

**SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS**

In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

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

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

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

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

<table>
<thead>
<tr>
<th>DELIVERY TIME:</th>
<th>NAME OF COMPANY:</th>
<th>DUNS #</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPOSAL FIRM THROUGH:</td>
<td>ADDRESS:</td>
<td>Phone/Fax:</td>
</tr>
<tr>
<td>PAYMENT TERMS:</td>
<td>CITY, STATE &amp; ZIP CODE:</td>
<td>E-MAIL:</td>
</tr>
<tr>
<td>SHIPPING TERMS:</td>
<td>TYPED OR PRINTED NAME:</td>
<td>WEB ADDRESS:</td>
</tr>
<tr>
<td>FEDERAL EMPLOYER ID NO.:</td>
<td>SIGNATURE:</td>
<td>DATE:</td>
</tr>
</tbody>
</table>
## Table of Contents

1.0 DEFINITIONS ........................................................................................................................... 5  
2.0 GENERAL OVERVIEW............................................................................................................. 6 
  2.1 Intent and Scope .................................................................................................................. 6  
  2.2 Background Information ....................................................................................................... 6  
  2.3 University Information ......................................................................................................... 7  
3.0 PROPOSAL REQUIREMENTS ................................................................................................. 9  
  3.1 Key Event Dates ................................................................................................................... 9  
  3.2 Offeror Communication ........................................................................................................ 9  
  3.3 Offeror Presentations .......................................................................................................... 10  
  3.4 Preparation of Offers .......................................................................................................... 10  
  3.5 Proposed Deviations from the RFP .................................................................................... 10  
  3.6 Proposal Submission and Deadline .................................................................................... 11  
  3.7 Modification or Withdrawal of Offer ..................................................................................... 11  
  3.8 Acceptance or Rejection and Award of Proposal ................................................................ 11  
  3.9 Rejection ............................................................................................................................ 12  
  3.10 Addenda ............................................................................................................................. 12  
  3.11 Disclosure of Offeror’s Response ....................................................................................... 12  
  3.12 Restrictions on Communications with University Staff ........................................................ 12  
  3.13 Cost of Preparing Proposal ................................................................................................. 13  
  3.14 No Contingent Fees ............................................................................................................ 13  
4.0 PROPOSAL FORMAT AND CONTENT .................................................................................. 13  
  4.1 Proposal Information and Criteria ....................................................................................... 13  
  4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form .............................................................................................................. 13  
  4.3 Transmittal Letter ............................................................................................................... 14  
  4.4 Executive Summary and Proposal Overview ...................................................................... 14  
  4.5 Criteria 1 - Offeror Qualifications ...................................................................................... 14  
  4.6 Criteria 2 – Services Defined .............................................................................................. 15  
  4.7 Criteria 3 – Financial Proposal ............................................................................................ 15  
  4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule ............... 16  
  4.9 Criteria 5 – Other Additional Information ............................................................................. 16  
5.0 EVALUATION CRITERIA PROCESS ................................................................................... 17
6.0 SPECIAL CONDITIONS.............................................................................................................................. 18
   6.1 Contract Term .............................................................................................................................................. 18
   6.2 Effective Date .............................................................................................................................................. 18
   6.3 Competitive Negotiation .......................................................................................................................... 18
   6.4 Additions, Deletions or Contract Changes .............................................................................................. 18
   6.5 Contractor Cooperation in Related Efforts ................................................................................................ 18
   6.6 Entire Agreement ........................................................................................................................................ 19
   6.7 Governing Law .......................................................................................................................................... 19
   6.8 Funding Out ............................................................................................................................................... 19
   6.9 Prime Contractor Responsibility ............................................................................................................. 19
   6.10 Permits, Licenses, Taxes ........................................................................................................................ 19
   6.11 Royalties, Patents, Copyrights and Trademarks ..................................................................................... 20
   6.12 Indemnification ......................................................................................................................................... 20
   6.13 Insurance ............................................................................................................................................... 20
   6.14 Method of Award .................................................................................................................................... 21
   6.15 Reciprocal Preference ............................................................................................................................ 21
   6.16 Confidentiality .......................................................................................................................................... 21
   6.17 Personal Service Contract Policies ........................................................................................................ 22
   6.18 Copyright Ownership and Title to Designs and Copy ............................................................................... 22
   6.19 University Brand Standards .................................................................................................................. 22
   6.20 Printing Statutes ....................................................................................................................................... 23
7.0 FINANCIAL OFFER SUMMARY .................................................................................................................. 24
   7.1 Alternate Pricing ....................................................................................................................................... 25
1.0 DEFINITIONS

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

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

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

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

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

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

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

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

The term "solicitation" means RFP.

The term "University" means University of Kentucky.
2.0 GENERAL OVERVIEW

2.1 Intent and Scope

The University of Kentucky seeks a qualified professional company to provide strategic design services, planning, development, implementation, and production of the key campaign launch event for the University community, as well as regional events throughout the nation, for the University of Kentucky’s comprehensive fundraising campaign, currently in the planning/leadership phase.

The University of Kentucky is planning a campaign launch to celebrate the University, market its many successes, provide a case for support for significant philanthropic dollars, and publicly announce a large comprehensive fundraising campaign. The successful offeror will work closely with the UK Philanthropy team, and in conjunction with them, work with other University entities including, but not limited to, the Office of the President, Office of the Provost, Office of the Executive Vice President for Finance and Administration, UK Public Relations and Marketing, college and unit leadership, and the UK Alumni Association.

UK anticipates that the successful offeror will provide strategic design services, engaging with the University community to learn it and its culture completely, and then plan, develop, implement, and produce a campaign launch event. In addition, they shall plan a scalable version of the campaign launch event and plan up to ten regional events across the nation—taking the kickoff launch to regions outside of the University. Thus, the successful offeror shall manage the entire launch event and either produce all regional events, or provide scalable versions, providing project management and planning services from inception to completion.

The University desires a partner for this project with significant experience designing, developing, implementing, and producing campaign launch events representing very aggressive, comprehensive, and historic campaigns as the University of Kentucky is planning. The successful offeror will have a portfolio of current and former clients of similar size and scope to the University of Kentucky, and will have experience with public land grant universities.

This is an exciting and very engaging time at the University of Kentucky, and a comprehensive fundraising campaign of the magnitude currently being planned by the University will place UK among the top echelon of public university fundraising efforts. The successful offeror will have a tremendous opportunity to showcase their talents and develop a program and event that will inspire donors and prospective donors to invest in the university and its students, all for the betterment of the University for Kentucky.

2.2 Background Information

The University’s fundraising efforts began in the mid-1960s through the UK National Alumni Association as a reaction to capturing unsolicited gifts and occasional bequests. The Fellows Society, recognizing gifts of $10,000 or more, was established in 1967 with 31 members. The Office of Development was created in 1971 with three staff members and a mission to raise private funds from alumni and friends of UK. The first proactive development officers at UK were hired in the 1970’s, and college-based development programs began to emerge in mid-1980s.

In 1997, the University began the quiet phase of its first capital campaign with a goal of $400 million. After the campaign entered the public phase, the goal was increased to $600 million and
then again to $1 billion. By all measures, the “Dream, Challenge, Succeed” campaign, which ended in December of 2007, was a success. The University raised $1.082 billion, the first university to raise more than $1 billion in its first campaign. The endowment grew from $190 million to $917 million as a result, and the special focus generated by the Research Challenge Trust Fund created more than 90 endowed chairs, 200 endowed professorships and over $200 million in support of students.

In July of 2012, the University of Kentucky began planning for its second comprehensive campaign, and began the leadership gift phase at that time. A hallmark feature of this campaign thus far has been the Gatton Business & Economics renovation campaign, completed entirely with private support, raising more than $65 million. Other significant fundraising initiatives followed, including $20 million for the Gatton Student Center; the Lewis Honors College, made possible by a $23.5 million gift, the largest in university history; the Don and Cathy Jacobs Science Building; and many others. As plans for a comprehensive campaign continued, the university contracted with the consulting firm Marts & Lundy to complete a campaign feasibility study and yield analysis. Since that time, the university has strategically expanded resources to position itself for success with a $1.5+ billion campaign. In November of 2015, the UK Office of Development changed its name to the Office of Philanthropy, becoming the first Research I university in the nation to do so.

In conjunction with the establishment of the 2015 – 2020 University of Kentucky Strategic Plan, “Transforming Tomorrow”, the university anticipates focused comprehensive fundraising efforts within each of the Strategic Plan’s five strategic objectives: Undergraduate Student Success; Graduate Education; Diversity and Inclusivity; Research and Scholarship; and Outreach and Community Engagement.

To showcase its successful history and the great potential of the university, a grand campaign kickoff/launch is being planned for Thursday, April 26, 2018, in the Gatton Student Center and at other nearby locations. This will be the first event to be held in the new student center, creating a significant message regarding the impact of philanthropy across all of UK.

The University of Kentucky is at a critical but very exciting junction in its history, and this comprehensive campaign will provide philanthropic dollars at levels not experienced at most other SEC universities. This campaign will transform UK.

### 2.3 University Information

Since his arrival, President Eli Capilouto has set forth an ambitious agenda to extend and enhance our role as Kentucky’s land-grant and flagship research university. By focusing on infrastructure growth and improvement; creating opportunities for innovative teaching, learning, and academic excellence; fostering a robust research and creative scholarship enterprise; providing life-saving subspecialty care; empowering communities through service and outreach; and encouraging a transparent and shared dialogue about institutional priorities; the University of Kentucky will ensure a new century of promise for the people we impact.

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass Region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK's campus now covers more than 918 acres and is home to more than 30,000 students and approximately 14,500 employees, including more than 2,300 full-time faculty. UK is one of a small number of universities in the United States that has programs in agriculture, engineering, a full complement of health colleges including medicine and pharmacy, law
and fine arts on a single campus, leading to groundbreaking discoveries and unique interdisciplinary collaboration. The state’s flagship university consists of 17 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

Research at the University of Kentucky is a dynamic enterprise encompassing both traditional scholarship and emerging technologies, and UK’s research faculty, staff and students are establishing UK as one of the nation’s most prolific public research universities. UK’s research enterprise attracted $285 million in research grants and contracts from out-of-state sources, which generated a $580 million impact on the Kentucky economy. Included in this portfolio is $153 million in federal awards from the National Institutes of Health, non-NIH grants from the Department Health and Human Services, the National Science Foundation, Department of Energy, Department of Agriculture and NASA, among others. The National Science Foundation ranks UK’s research enterprise 44th among public institutions.

With more than 50 research centers and institutes, UK researchers are discovering new knowledge, providing a rich training ground for current students and the next generation of researchers, and advancing the economic growth of the Commonwealth of Kentucky. Several centers excel in the services offered to the public. The Gluck Equine Research Center is one of only three facilities of its kind in the world, conducting research in equine diseases.

The Center for Applied Energy Research is pursuing groundbreaking discovery across the energy disciplines. CAER staff are pioneering new ways to sustainably utilize Kentucky natural resources through carbon-capture algae technology, biomass/coal to liquid products and the opening of UK’s first LEED-certified research lab to support the development of Kentucky’s growing alternative energy industry. Among the brightest examples of UK’s investment in transformative research is the Markey Cancer Center. As a center of excellence and distinction at UK, Markey’s robust research and clinical enterprise is the cornerstone of our commitment to Kentucky – fundamental to our success in uplifting lives through our endeavors and improving the general health and welfare of our state – burdened by the nation’s highest rate of cancer deaths per 100,000 people. In 2013, Markey earned the prestigious National Cancer Institute-designation (NCI) – one of 68 nationally and the only one in Kentucky.

The University of Kentucky was awarded a $20 million Clinical Translational Sciences Award (CTSA) from the National Institutes of Health (NIH). As one of only 60 institutions with this research distinction, UK was awarded the CTSA for its potential in moving research and discovery in the lab into practical field and community applications. The CTSA and NCI are part of a trifecta of federal research grants that includes an Alzheimer’s Disease Center. UK is one of only 22 universities in the country to hold all three premier grants from NIH.

Established in 1957, the medical center at UK is one of the nation’s finest academic medical centers and includes the University’s clinical enterprise, UK HealthCare. The 569-bed UK Albert B. Chandler Hospital and Kentucky Children’s Hospital, along with 256 beds at UK Good Samaritan Hospital, are supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Over the last several years, the number of patients served by the medical enterprise has increased from roughly 19,000 discharges to more than 36,000 discharges in 2014.
UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country's largest robotic hybrid operating rooms and the first of its kind in the region. While our new patient care pavilion is the leading healthcare facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentucky citizens can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

UK’s agenda remains committed to accelerating the University’s movement toward academic excellence in all areas and gain worldwide recognition for its outstanding academic programs, its commitment to students, its investment in pioneering research and discovery, its success in building a diverse community and its engagement with the larger society. It is all part of the University’s fulfillment of our promise to Kentucky to position our state as a leader in American prosperity.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP</td>
<td>11/21/17</td>
</tr>
<tr>
<td>RFP Proposals Due</td>
<td>11/30/17</td>
</tr>
<tr>
<td>Offeror Presentations*</td>
<td>Week of 12/4/17</td>
</tr>
<tr>
<td>Contract Award*</td>
<td>Week of 12/5/17</td>
</tr>
</tbody>
</table>

*projected dates

3.2 Offeror Communication

To ensure that RFP documentation and subsequent information (modifications, clarifications, addenda, Written Questions and Answers, etc.) are directed to the appropriate persons within the offeror’s firm, each offeror who intends to participate in this RFP is to provide the following information to the purchasing officer. Prompt, thorough compliance is in the best interest of the offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the offeror. Without the prompt information, any communication shortfall shall reside with the offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact
This information shall be transmitted via fax or e-mail to:

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

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

3.3 Offeror Presentations

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

3.4 Preparation of Offers

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

The offeror will furnish all information required by this solicitation.

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

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Purchasing Division web site: [www.uky.edu/purchasing/bidlist.htm](http://www.uky.edu/purchasing/bidlist.htm)

3.5 Proposed Deviations from the RFP

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

Note: Offerors shall not submit their standard terms and conditions as exceptions to the University’s General Terms and Conditions. Each exception to the University’s General Terms and Conditions shall be individually addressed.
3.6 Proposal Submission and Deadline

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

- **Technical Proposal**: One (1) copy on an electronic storage device (CD or USB) clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and five (5) printed copies in a single package, separate from the Financial Proposal.

- **Financial Proposal**: One (1) copy on an electronic storage device (CD or USB) clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and five (5) printed copies in a single package, separate from the Technical Proposal.

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

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

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show on the face of the envelope: the closing time and date specified, the solicitation number and the name and address of the offeror. The technical proposal shall be submitted in a sealed envelope and the financial proposal shall be submitted in a sealed envelope under separate cover. Both sealed envelopes shall have identical information on the cover, with the addition that one will state “Technical Information,” and the other, “Financial Proposal.”

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

3.7 Modification or Withdrawal of Offer

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

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

3.8 Acceptance or Rejection and Award of Proposal

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

3.9 **Rejection**

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

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

3.10 **Addenda**

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

3.11 **Disclosure of Offeror’s Response**

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

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

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

3.12 **Restrictions on Communications with University Staff**

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

3.13 Cost of Preparing Proposal

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

3.14 No Contingent Fees

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

4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

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

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that offerors use the same numbers for the following content that are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule
- Criteria 5 - Other Additional Information

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form

The Offeror will sign and return the proposal cover sheet and print or type their name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of their authority unless such evidence has been previously furnished to the purchasing agency. The signer shall further certify that the
proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and that the signer is authorized to bind the principal offeror.

4.3 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the offeror. It shall include:

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the offeror (If no addenda have been received, a statement to that effect should be included.).

- A statement that the offeror’s proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.

- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.

- A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.

- A statement that identifies the confidential information as described in Section 6.23.

4.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

4.5 Criteria 1 - Offeror Qualifications

The purpose of the Offeror Qualifications section is to determine the ability of the offeror to respond to this RFP. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

1. Provide a brief narrative of your firm including the services and in-house capabilities you offer, firm history, scope of present customer base, number of employees, numbers of years in business, etc.

2. Provide information (bio, background, etc.) on the representative(s) that would service the University of Kentucky account. Describe the company structure in which these persons work and how it operates to service the University’s stated needs. Provide an organizational chart of your company including individuals other than an account executive who will be responsible for the account and provision of services as requested.
3. Identify backup/contingency plans in the event of employee illness, termination, additional workload, etc. Describe transition that may occur if a project manager or account executive should be replaced during the course of a project.

4. The successful offeror will provide a high level of expertise in the areas described within this RFP while respecting the University Of Kentucky internal decision-making processes. Describe your philosophy in maintaining this balance between contractor’s input and customer’s authority.

5. If the Offeror has had a contract terminated for default in the last five (5) years, describe such incident. Submit full details for the default, including the other parties’ name, address, and phone number. Present the Offeror’s position on the matter. The University will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Offeror has experienced no such termination for default in the past five years, so indicate.

6. Describe other qualifications your firm offers that may be beneficial to the University Of Kentucky for evaluation purposes of this RFP.

4.6 Criteria 2 – Services Defined

The purpose of the Services Defined section is to determine the ability of the Offeror to respond to this Request for Proposal. Offerors must describe and offer evidence of their ability to meet each of the services listed below.

1. Provide examples of work from a comprehensive campaign.

2. Outline any processes or controls the firm has in place to ensure communication with the client, adherence to schedules and quality assurance of the work it produces.

3. The University of Kentucky contracts separately for printing and mail services, which will require the agency to work with contractors who may be unfamiliar to them. Describe how your firm would manage this situation.

4. Describe your firm’s process for creative development, including concept development, copywriting, graphic design, SEO/social media engagement, production and project management. Include a description of your firm’s culture, creative philosophy and quality assurance.

4.7 Criteria 3 – Financial Proposal

The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 7.0. All financial information must be submitted in a sealed envelope under separate cover.
4.8 **Criteria 4 – Evidence of Successful Performance and Implementation Schedule**

1. Offeror shall supply names, addresses, and contact information of three public land grant universities or similar Higher Education institutions account references for whom similar work has been accomplished and briefly describe the type of service provided. By providing such references, the Offeror grants permission to the University Of Kentucky to contact the references.

2. Evaluation and Reporting: Detail your firm’s approach to evaluating and reporting to clients the efficiency and effectiveness of the campaign and associated marketing efforts.

3. Outline any processes or controls the firm has in place to assure excellent communication with the client, adherence to schedules and quality review/assurance of the work it produces.

4.9 **Criteria 5 – Other Additional Information**

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

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

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

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

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

**Primary Criteria**
- Offeror Qualifications
- Services Defined
- Financial Proposal
- Evidence of Successful Performance and Implementation

**Secondary Criteria**
- Other Additional Services

The University will evaluate proposals as submitted and may not notify offerors of deficiencies in their responses.

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

6.1 Contract Term

The contract resulting from this RFP shall be effective on the date of award and is renewable for up to five (5) additional one-year renewal periods. The total contract period will not exceed six (6) years. Annual renewal shall be contingent upon the University’s satisfaction with the services performed.

6.2 Effective Date

The effective date of the contract shall be the date upon which the parties execute it and all appropriate approvals, including that of the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

6.3 Competitive Negotiation

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

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

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

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

6.4 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Director of Purchasing and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

6.5 Contractor Cooperation in Related Efforts

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

6.6 **Entire Agreement**

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror’s response accepted by the University, shall be the entire agreement between the parties.

6.7 **Governing Law**

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

6.8 **Funding Out**

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

6.9 **Prime Contractor Responsibility**

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

6.10 **Permits, Licenses, Taxes**

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

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

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.
The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

6.11 Royalties, Patents, Copyrights and Trademarks

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

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

6.12 Indemnification

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

6.13 Insurance

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

<table>
<thead>
<tr>
<th>COVERAGES</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Requirements (Kentucky)</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$500,000/$500,000/$500,000</td>
</tr>
<tr>
<td>Commercial General Liability including</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>operations/completed operations, products</td>
<td>(BI &amp; PD combined) $2,000,000 Products</td>
</tr>
<tr>
<td>and contractual liability (including defense</td>
<td>and Completed Operations Aggregate</td>
</tr>
<tr>
<td>and investigation costs), and this contract</td>
<td></td>
</tr>
<tr>
<td>Business Automobile Liability covering</td>
<td></td>
</tr>
<tr>
<td>owned, leased, or non-owned autos</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>(BI &amp; PD combined)</td>
</tr>
</tbody>
</table>

The successful contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky, Purchasing Division. The University, its trustees and employees must be added as additional insured on the Commercial General Liability policy with regard to the scope of this solicitation. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the contractor. Coverage is to be
primary and non-contributory with other coverage (if any) purchased by the University. All of these required policies must include a Waiver of Subrogation (except Workers’ Compensation) in favor of the University, its trustees and employees.

6.14 **Method of Award**

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

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

6.15 **Reciprocal Preference**

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

6.16 **Confidentiality**

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

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the offeror declares them to be proprietary in nature and not available for public disclosure, the offeror shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

The University’s General Counsel shall review each offeror’s information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.
6.17 **Personal Service Contract Policies**

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

**A. Professional Service Rate Schedules:**

The GCRC has established rate schedules for certain professional services and may impact any contract established under the Code. These rate schedules are located on the GCRC website at [www.lrc.ky.gov/statcomm/Contracts/homepage.htm](http://www.lrc.ky.gov/statcomm/Contracts/homepage.htm).

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

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

6.18 **Copyright Ownership and Title to Designs and Copy**

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

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

6.19 **University Brand Standards**

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at [http://www.uky.edu/pmarketing/brand-standards](http://www.uky.edu/pmarketing/brand-standards). Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.
Graphics standards for the UK HealthCare areas are governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: https://ourbrand.ukhealthcare.org.

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

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

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

6.20 Printing Statutes

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

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

Prices will remain firm for the initial period of the price contract. The University or the successful offeror may request a change in prices to be in effect for the length of the extension period. Any requests for price changes must be received in writing thirty (30) days prior to the end of the current contract period. Any price change must be substantiated by firm proof the conditions have changed in the industry which would warrant a change in price.

There is no guarantee the University will purchase the line items of services listed

1. Account Supervision  $ _________ / hr.
2. Account Management  $ _________ / hr.
3. Photography  $ _________ / hr.
4. Web design  $ _________ / hr.
5. Graphic Design  $ _________ / hr.
6. Videography  $ _________ / hr.
7. Copywriting  $ _________ / hr.
8. Art Direction  $ _________ / hr.
9. Media Planning/Buying  $ _________ / hr.
10. Market Research  $ _________ / hr.
11. Creative Development – Complex Design/Production  $ _________ / hr.
12. Creative Development – Base Design/Production  $ _________ / hr.
13. Public Relations  $ _________ / hr.
14. Editorial Analysis  $ _________ / hr.
15. Media Relations Support / Production (TV, radio, print)  $ _________ / hr.
7.1 **Alternate Pricing**

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