



UNIVERSITY
OF KENTUCKY

Purchasing Division

Request for Proposal

UK-0849-9

Proposal Due Date- 05/01/09

HealthCare Marketing Communications Services



REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.:	UK-0849-9	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	April 1, 2009	UNIVERSITY OF KENTUCKY
Title:	HealthCare Marketing Communications	PURCHASING DIVISION
Purchasing Officer:	Craig Locke	411 S LIMESTONE
Phone/Email:	(859) 257-2964 / clocke@email.uky.edu	ROOM 322 PETERSON SERVICE BLDG.
		LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: May 1, 2009 3:00 P.M. Lexington, KY time.

NOTICE OF REQUIREMENTS

- The University's General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this Request for Proposal. When the Request for Proposal includes construction services, the University's General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/ccphone.htm, apply to the Request for Proposal.
- Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
- 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.
- 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, may 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:

- 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);
- 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 Request for Proposal, designed to limit independent bidding or competition;
- 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;
- 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 those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
- That the Offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award.
- 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.

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

DELIVERY TIME: As per RFP specifications	NAME OF COMPANY:	PHONE:
PROPOSAL FIRM THROUGH:	ADDRESS:	FAX:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F.O.B. DESTINATION - PREPAID AND ALLOWED	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO.:	SIGNATURE:	DATE:

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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 Request for Proposal documents by addition, deletions, clarification, or corrections.

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

The terms "offer" or "proposal" means the Offeror(s) response to this Request for Proposal.

The term "Offeror" means the entity or Contractor group submitting proposal.

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

The term "Purchasing Agency" means the University of Kentucky, Division of Purchasing, 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 who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance.

The term "solicitation" means Request for Proposal (RFP).

The term "University" means University of Kentucky.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

The University of Kentucky is soliciting proposals from firms with experience in the health care industry to augment the marketing communication services existing within the university's clinical organization branded as UK HealthCare, including UK Albert B. Chandler Hospital, Kentucky Children's Hospital, UK Good Samaritan Hospital, Markey Cancer Center, Gill Heart Institute, Kentucky Neuroscience Institute, Kentucky Clinics, UK physician faculty and other services. The majority of the services are located in Lexington, Kentucky, however, increasingly outreach services are extending throughout the state of Kentucky and to West Virginia.

UK HealthCare Marketing utilizes a variety of market communication services, including strategic counsel, concept development, creative direction, market research, copywriting, feature writing, graphic design, production management, photography, spot TV/radio/DVD development and production, and media planning and buying. The intent of this Request for Proposal is to identify a firm to assure continuity for UK HealthCare marketing communications and to maximize timely, convenient and economical access to professional market communication services. However, the University reserves the right to make multiple awards if it is in the best interest of the University. Multiple awards may be made based on component services needed.

The University seeks an agency to contract to serve UK HealthCare marketing communication needs under the oversight and direction of its Department of Marketing. We are looking for an agency that has the ability to work collaboratively with Marketing to understand marketing objectives, challenges and strategies and produce high-quality, effective and efficient advertising, promotional and marketing materials for UK HealthCare and its clinical entities. The contractor will be expected to become intimately familiar with the UK HealthCare marketing plan and to not only react to request for counsel, but to take the initiative to suggest opportunities and initiatives that fit the marketing plan and strategies.

Excellent client communication is key, and the firm must be able to manage efficiently and effectively projects, communicate status, and work collaboratively with Marketing. Most tasks requested of the contractor will have specified response times for the finished products. Typical work required of the contractor include, but is not limited to:

- Counsel and support for development of communications/advertising plan.
- Creative, copywriting, graphic design, production and production management for direct response materials
- Creative, feature writing, copywriting, graphic design, production, print management for magazine-style publications
- Creative, copywriting, graphic design, media planning, media buying and placement services for campaigns that deliver newspaper, broadcast, cable television, out of home, Internet and magazine advertising
- Special graphic design assignments such as brand/graphic standards, exhibits, creative visual presentations, etc.

- Special market research projects such as focus groups and concept testing.

The Director of Communications & Advertising serves as the primary liaison between the contractor and Marketing. On occasion, the firm may also work directly with service line marketing managers, also located within Marketing. Members of Marketing are responsible for direct client contact with UK HealthCare department managers, service directors and physicians.

This RFP excludes all Class II Printed Material which is governed by Chapter 57 of the Kentucky Revised Statutes. Class II printing is defined as Lithographic or offset printing and engraving and embossing.

In accordance with federal regulations, the University of Kentucky Postal Services provides all bulk-mailing services for all University mail. The successful contractor will work closely with UK Postal Services to determine how University mail handled by the contractor may be managed

2.2 Background Information

UK HealthCare has existed as a mark for the University of Kentucky clinical enterprise since 1998, but it was not until 2004 that the University began to market the brand continuously and consistently in association with the University's clinical services. It is therefore a relatively young brand and is still in an introductory stage. In addition to the facilities listed under "Intent and Scope," the UK HealthCare brand also covers the clinical activities of the colleges of Medicine, Dentistry, Nursing, Pharmacy, Health Sciences and Public Health. The University of Kentucky is one of only a handful of academic medical centers having all six of the health profession colleges on a single campus.

UK HealthCare is a rapidly growing organization, increasing its patient volume by 70% since 2003. Currently, a new patient care facility to eventually replace the existing UK Chandler Hospital is under construction and the first phase is expected to open in early 2011 (the Emergency Dept. may open as early as summer 2010). In addition, a new comprehensive imaging center opened in December 2008, with a new Brain and Body Radiosurgery Program with a new radiation medicine treatment facility opening in spring 2009. UK HealthCare has recently been recognized by Thomson-Reuters 100 Top Hospitals: Benchmarks for Success, U.S. News & World Report "Best Hospitals in America" and by the University HealthSystem Consortium Rising Star Award. UK HealthCare routinely has more doctors named to America's Top Doctors and Best Doctors in America than any other Kentucky health care system.

The primary market area for UK HealthCare is Fayette County. The secondary market is the Bluegrass Area Development District. The tertiary market is the counties of Eastern Kentucky. For some highly specialized services, UK HealthCare considers the whole state of Kentucky and areas of neighboring states to be within its market area. Depending upon the complexity and sophistication of the services to be marketed, UK HealthCare may compete with local community hospitals or its competition may be other academic medical centers throughout the nation.

In the last fiscal year, UK HealthCare Marketing spent \$985,000 in agency billings, with \$517,000 of that in media placements. UKHC handles the following advertising directly and at this time does not use an agency for this work: daily print ads in the *Lexington Herald-Leader* and *Richmond Register*; public radio sponsor messages on five Kentucky stations; telephone directory advertising, individual service line ads placed in various publications, service line direct mail, program book ads, etc. Some savings and reduction of Marketing spending is anticipated in FY10.

The creative services group within UK HealthCare Communications & Advertising produces collateral, direct mail, publications, advertising and other forms of promotion. Communications & Advertising is also charged with the responsibility of the management of the UK HealthCare brand. Photo archives are managed by the department. In general, an agency is used for larger magazine-style publications, ongoing direct mail projects, full-scale image advertising campaigns, media sponsorships, radio/TV production, broad-scale marketing projects and other special projects that cannot be accommodated within the department.

Because some of the department's advertising and promotional activities are handled internally, it is imperative that the chosen firm be able to work very closely with department personnel and communication must be excellent.

2.3 University Information

Founded in 1865, the University of Kentucky (UK) is a public, research-extensive, land grant university dedicated to enriching people's lives through excellence in teaching, research, and service. UK's campus covers more than 716 acres and total enrollment is more than 27,000 students representing all Kentucky counties, every state in the nation, and 117 countries. There are more than 13,500 employees.

The University of Kentucky has long embraced its mission to provide excellent education to outstanding resident and non-resident students, recognizing that a knowledgeable populace is the best foundation for a prosperous Commonwealth. This mission has been further enhanced since 1997 when the Kentucky General Assembly mandated that UK become a Top 20 public research university by 2020. President Lee T. Todd Jr. focused the University on achieving this goal through the development of a Top 20 Business Plan in 2005 that gained national prominence for its vision and detail.

UK consists of some 200 major and degree programs in 17 academic and professional colleges. The colleges include: Agriculture, Arts and Sciences, Business and Economics, Communications and Information Studies, Dentistry, Design, Education, Engineering, Fine Arts, Health Sciences, Law, Libraries, Medicine, Nursing, Pharmacy, Public Health, and Social Work. UK boasts over 80 national rankings for academic excellence.

UK operates a nationally recognized research library system, with the capstone being the world-class William T. Young Library. UK's book endowment is the largest among public universities. Its library network and technology provide extraordinary service to students in the colleges of Medicine, Law, Engineering, Fine Arts and other programs. Meanwhile, students, faculty and Kentucky residents can use UK Libraries' advanced technology to access the most up-to-date information from online journals, government publications and private studies.

The UK Medical Center, which opened in 1960, is considered one of the nation's finest academic medical centers. The university's clinical activities are known by the name UK HealthCare. As one of two Level 1 trauma centers in Kentucky, UK Albert B. Hospital cares for the most critically injured and ill patients in the region. The 489-bed UK Chandler Hospital and Kentucky Children's Hospital, plus the recently acquired 302-bed UK Good Samaritan Hospital are part of one of the nation's fastest growing health systems. UK HealthCare has received the University Healthsystem Consortium Rising Star Award and has been listed on the *U.S. News & World Report* list of America's Best Hospital and the Thomson-Reuters 100 Top Hospitals list. The organization

routinely has the largest number of Kentucky physicians named to the America's Top Doctors and Best Doctors in America rankings.

In spring 2007, ground was broken for a new \$532 million UK Chandler Hospital. This more than 1-million-square-foot facility, the first phase of which will be completed in 2011, is the cornerstone of a 20-year, \$2.5 billion plan to construct the Commonwealth Medical Campus of the Future. Among the campus' components are a now-under-construction \$120 million pharmacy building, additional research buildings, a new shared Health Sciences Learning Center, and additional buildings to house programs for the colleges of Medicine, Nursing, Health Sciences, Dentistry and Public Health.

Research at UK is a dynamic enterprise encompassing both traditional scholarship and emerging technologies. For the last five years, the University has consistently exceeded \$200 million in sponsored projects awards. UK faculty recently attracted a record-breaking total of \$290 million in extramural funding for grants and contracts. A recent ranking placed UK at 26th among all public universities for federal expenditures. Meanwhile, the inventiveness of UK faculty continues to earn the University its standing as 17th among land-grant universities, 34th among public universities, and 57th overall in licensing income and patents. Another national ranking recently put UK 19th among public institutions for the scholarly productivity of its faculty.

UK's agenda is to accelerate the movement toward academic excellence and to become known worldwide for the quality of its academic programs, its commitment to undergraduates, its success in building a diverse community, and its engagement with the larger society.

Visit the University of Kentucky Web site at <http://www.uky.edu> or the UK HealthCare Web site at <http://www.ukhealthcare.uky.edu>.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	04/01/09
Deadline for Written Questions @ 3:00 p.m. on	04/13/09
RFP Proposals Due Date	05/01/09
Offeror Presentations *	week of 05/18/09
Contract Award*	06/07/09

* The Potential Offeror Presentations and Contract Award are projected dates.

3.2 Offeror Communication

To insure that RFP documentation and subsequent information (modifications, clarifications, addendum, written questions & answers, etc.) is 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:

Craig Locke, Contracting Officer
Purchasing Division
University of Kentucky
322 Peterson Service Building
Lexington, KY 40506-0005
Phone: (859) 257-2964
Fax: (859) 257-1951

E-mail: clocke@email.uky.edu

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

3.4 Offeror Presentations

All Offerors whose proposals are judged acceptable for award may be required to make an Offeror presentation to the evaluation committee.

3.5 Preparation of Offers

Offeror is expected to follow all specifications, terms, conditions, and instructions in this Request for Proposal.

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 is available through the University of Kentucky Division of Purchasing Web site: <http://www.uky.edu/purchasing/>

Click on: **Bid & Proposal Opportunities**

3.6 Proposed Deviations from the Request for Proposal

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 RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.

3.7 Proposal Submission and Deadline

Offeror must provide one (1) electronic copy on compact disk and ten (10) printed copies of each technical proposal under a sealed cover and one (1) electronic copy on compact disk and ten (10) printed copies financial proposals under separate sealed cover, prior to 3:00 P.M. Lexington, KY time on date as specified in Section 3.1 Key Event Dates and addressed to the Purchasing Officer as listed in Section 3.2 Offeror Communication.

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

The University of Kentucky accepts deliveries of RFP's Monday through Friday from 8:00 am – 5:00 pm Lexington Kentucky time. However, RFP's must be received by 3:00 pm Lexington Kentucky 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 the closing time and date specified, the solicitation number, and the name and address of the Offeror on the face of the envelope. **The technical proposal shall be submitted in a sealed envelope under separate cover 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.

3.8 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.

3.9 Disclosure of Offeror's Response

The Request for Proposal 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 a valid proposal for 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.

3.10 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, or 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.

3.11 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 of Kentucky will provide no reimbursement for such costs.

3.12 Disposition of Proposals

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

3.13 Alternate Proposals

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

3.14 Questions

All questions should be submitted by either fax or e-mail to the Purchasing Officer listed in Section 3.2 no later than dated listed in Section 3.1.

3.15 Section Titles in the RFP

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

3.16 No Contingent Fees

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

3.17 Proposal Addenda and Rules for Withdrawal

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

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 as 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 her/his 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 his/her 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) 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.
- b) A statement that the Offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.

- c) A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- d) A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
- e) A statement that identifies the Confidential Information as described in Section 6.23 Confidentiality.

Note: Offerors shall not submit your standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.

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 Request for Proposal. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

1. Provide resume and information on senior personnel who will serve as Account Executive or liaison to UK HealthCare Marketing and dedicated to University account. Also indicate what other accounts this individual will be managing.
2. Provide a brief resume of all Offerors' staff involved in providing service for the account. Include duration of experience assisting similar clients with comparable work, education and any relevant professional accreditations.
3. Provide a listing of other health care organizations your firm has worked with, types of projects, and names of specific departments/services. Offeror must fully describe any health care clients the firm is currently working with to allow the Offeror to explore whether there are any existing conflicts of interest. Offeror must determine and set forth within their proposal whether a contract award by the University of Kentucky would conflict with their existing clients.
4. Provide an organizational structure of the firm, including its relationship to any parent firms, sister firms, or subsidiaries.
5. Provide firm's three-year history, including examples of services provided.
6. List all services performed in-house.

7. List all services, if any, subcontracted by your firm. Identify subcontractor providing each service with the name and a brief resume of the qualifications of the person(s) who would work on the UK HealthCare account. Note that all services are the responsibility of the contracted firm to perform to the satisfaction of UK HealthCare. If during the course of the contract period, the contractor begins to subcontract services that were originally described as conducted in-agency within the Offeror's RFP proposal, the contractor must notify the University of such change.
8. Describe the role the firm has played in developing communications and/or advertising plans for clients.
9. Provide a description of firm's ability to develop a comprehensive, multifaceted advertising campaign, including print, broadcast, cable, out of home, promotions and direct response to specific target audiences and market segments.
10. Provide two (2) samples of a comprehensive, multifaceted advertising campaign from the development of the campaign to its conclusion. Include the objectives of each campaign, non-media dollars spent and data describing the effectiveness of each in reaching the target audience and accomplishing objectives. Return on Investment (ROI) information, if available, will be helpful.
11. List the firm's experience in co-marketing or co-branding efforts, including the names of the entities that were involved.
12. List the firm's experience in developing brand standards, including the names of previous clients utilizing the firm's services in this respect, as well as a copy of the standards produced.
13. Describe the firm's experience in marketing a multiproduct, multibrand organization.

4.6 Criteria 2 – Services Defined

The items listed below represent the majority of services that may be required of the Offeror. Offeror's proposal should contain full information to the following inquiries:

1. Marketing of Health Care Services – Detail your firm's broad experience in health care marketing, including the ability to provide professional marketing communication services consistent with the special needs of an academic medical center and medical schools operating in a competitive health care environment, as well as your approach to marketing a multiproduct, multibrand organization.
2. Support of Marketing Plan – Provide evidence of your ability to follow a comprehensive marketing plan. Describe target audiences, targeted communication to reach these audiences and budget development. Provide samples of materials where possible.
3. Creative Services – Describe your firm's process for creative development, including concept development, copywriting, graphic design, production and project management. Include a description of your firm's culture, creative philosophy and quality assurance.
4. Brand/Image Campaign – Detail your firm's approach to creating and executing a comprehensive marketing/advertising campaign, including research, concept development, copywriting, graphic design, production, media planning, media schedules, media buying for

print, broadcast, cable, out of home and magazine advertising promoting UK HealthCare and related clinical entities in Central and Eastern Kentucky media.

5. Promotion of Opening of New Hospital – Discuss your firm's experience with opening new facilities, preferably a new hospital. Include examples of advertising and promotions.
6. Development of Communication or Advertising Plans – Please describe the process or approach the firm would take to help UK HealthCare Marketing develop a sound communications/advertising plan.
7. Direct Response – Detail your firm's approach to direct response campaigns.
8. Special Projects – Discuss the firm's approach to special assignments such as brand/graphic standards, exhibits, creative visual presentations, video presentations, infomercials, etc.
9. Research – Detail your firm's approach to special market research projects such as focus groups and concept testing.
10. Measurement & Reporting – Detail your firm's approach to measurement and reporting to clients concerning campaign or project efficiency and effectiveness.
11. Co-Marketing/Co-Branding – Discuss the firm's approach to co-marketing and co-branding opportunities as concerns the best interest of their client including how success is determined.
12. Describe structure or approach your company employs in markup on materials and services purchased for the University, such as media, photography, exhibits, etc.
13. With regard to HIPAA/BAA Amendment and Confidentiality requirements as stated in section 6.29, describe how your company would comply with these requirements and provide secure means of handling of personal information, such as names, telephone numbers, mailing addresses, etc.

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

Each Offeror must demonstrate in their proposal the ability to perform in accordance with the requirements contained herein. Therefore, in addition to information required in other parts of the RFP, Offerors shall furnish the following information.

1. Describe similar work (to that listed in Section 4.6) performed by the firm and its associates in the past three years sufficient to demonstrate experience and performance. Include specific examples of how the firm's effort led to the accomplishment of measureable objectives.

2. Provide names, addresses, phone numbers, and contact person for three health care or related industry clients for whom the firm has performed similar services during the past three years. By provision of information, Offeror grants to the University permission to contact the clients for reference information.
3. Provide typical turnaround times (as defined by the date you receive all necessary materials, data and clarifications to perform the task till the date on which UK HealthCare Marketing receives a finished product) for:
 - a) Communications/advertising plan development
 - b) Concept development, creative and production management through mailing for direct response campaign
 - c) Writing, design, production management through distribution for magazine-style publications
 - d) Concept development, copywriting, design, production management through placement for newspaper, broadcast, cable television, out of home, Internet and magazine advertising
4. UK Healthcare Marketing has an existing contract for marketing communication services. Describe how your firm would manage the transition from an existing contract.
5. 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.
6. The University contracts separately for printing services, which requires the agency to work with contractors who may be unfamiliar to them. Discuss how the firm would handle this situation.

4.9 Criteria 5-Other Additional Information and Optional Services

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.

Provide information about your firm's ability to provide other related marketing communications services not identified in Services Defined, Section 4.6

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
- Evidence of Successful Performance and Implementation

Secondary Criteria

- Financial Proposal
- 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 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 for a one-year period and is renewable for up to four (4) additional one-year renewal periods. The total contract period will not exceed five (5) 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 the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

6.3 Competitive Negotiation

It is the intent of the Request for Proposal (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 Appearance Before Committee

Any, all or no Offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offeror(s) are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.5 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all proposals, or part of proposals, to waive any informalities, technicalities, clarify any ambiguities in proposals, and unless otherwise

specified to accept any item in the proposal. In case of error in extension of prices or other errors in calculation, the unit price shall govern.

6.6 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 Request for Proposal. 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.

6.7 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.

6.8 Entire Agreement

The Request for Proposal (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.

6.9 Governing Law

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.

6.10 Termination for Convenience

The University of Kentucky, Division of Purchasing, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the Contractor of "notice of termination", the Contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

6.11 Termination for Non-Performance

Default

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

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

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the Director of Purchasing may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

6.12 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.

6.13 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 Request for Proposal.
- 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 Request for Proposal, as part of the proposal. This includes the Authentication of Proposal and Statement of Non-collusion and Non-conflict of Interest statements.
- Receipt of proposal received after the closing date and time specified in the RFP.

6.14 Prime Contractor Responsibility

Any contracts that may result from the RFP shall specify that the Contractor or Contractors is (are) solely responsible for fulfillment of the contract with the University.

6.15 Assignment

The Contractor(s) shall not assign the contract in whole or in part without the prior written consent of the University. Any attempted assignment shall be void.

6.16 Permits, Licenses, Taxes and Commonwealth Registration

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 taxes 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.

6.17 Attorneys' Fees

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

6.18 Patents, Copyrights and Trademarks

The Contractor shall protect the University from any and all damages or liability arising from alleged infringements of patents, copyrights or trademarks.

6.19 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 attorney fees of attorneys of the University's choice and court costs) expenses, all liability of any nature or kind arising out of or relating to the Contractor's response to this Request for Proposal 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.

6.20 Insurance

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

COVERAGES**Workers' Compensation****Employer's Liability**

Commercial General Liability, including operations/ completed operations, products, and contractual liability (including defense and investigation costs) including this contract.

Business Automobile Liability, covering owned, leased, or non-owned autos

Media Professional Liability**LIMITS****Statutory Requirements (Kentucky)****\$500,000/\$500,000/\$500,000**

**\$1,000,000 each occurrence
(BI & PD combined) \$2,000,000 Products
and Completed Operations Aggregate**

**\$1,000,000 each occurrence
(BI & PD combined)**

**\$1,000,000 per wrongful act;*
\$1,000,000 annual aggregate**

***Insurance obligation in Commercial General Liability and Media Professional Liability may be met via \$2,000,000 of Commercial General Liability coverage.**

The successful Contractor agrees to furnish Certificates of Insurance for the above-described coverages and limits to the University of Kentucky Division of Purchasing. The University, its

trustees and employees must be added as Additional Insured on the Commercial General Liability policy with regards to the scope of this RFP/contract. 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.

6.21 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. The University may award multiple contracts from this Request for Proposal.

Notwithstanding the above, this RFP does not commit the University to contract for any requirements detailed in this document. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

6.22 Reports and Auditing

The University reserves the right to audit the Contractor(s) records as they relate to the resultant contract at any time.

The University reserves the right to request specialized reports from the contractor, on an as-needed basis, regarding various aspects of contract work or services.

6.23 Confidentiality

- a) Unless an exception in accordance with (C) below, and until the Effective Date of an agreement pursuant to this Request for Proposal, this RFP, any responses to the RFP, and other related documents, including but not limited to attachments, appendices, and exhibits, shall be marked and treated as CONFIDENTIAL, as provided for preliminary correspondence under KRS 61.878(1)(i).
- b) On and after the Effective Date of the agreement pursuant to this RFP, all documents associated with this RFP, unless an exception in accordance with (C) below, are NOT treated as CONFIDENTIAL documents and will be released upon receipt of a valid request under Kentucky Open Records law.
- c) Any material or information, in whole or in part, that is submitted whether before or after the Effective Date and that the party believes is confidential or proprietary shall be submitted separately in a document/format clearly marked CONFIDENTIAL. If a party submitting a response to a proposal believes that any document, before or after the Effective Date of the agreement, in whole or in part, pursuant to the RFP is confidential or contains confidential or proprietary information, the party shall identify the specific information and shall submit a listing of the information and the rationale for its being confidential or proprietary. University Office of General Counsel shall review the submitted material/information, consulting with

officials of the submitting company, if needed, and make a final determination as to the confidential or proprietary nature of the submitted material.

6.24 Conflict of Interest

This Request for Proposal and any resulting contract is subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky's Ethical Principles and Code of Conduct (<http://www.uky.edu/Legal/ethicscode.htm>). When submitting and signing a proposal, an Offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the Offeror.

A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor, or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift, or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work, or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University Purchasing Officer identified in this Request for Proposal.

6.25 Extending Contract

The Offeror's response to this RFP must state whether or not the Offeror will permit the use of this contract by other Universities, state agencies, public and private institutions in the Commonwealth of Kentucky. An answer to this issue must be submitted within the response.

6.26 Copyright Ownership and Title to Designs and Copy

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 Contractor hereunder to be a work made for hire. 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, Contractor shall return all such items to the appropriate University department within one week of delivery.

6.27 University Graphic Standards

The Contractor must adhere to all University of Kentucky HealthCare Graphics Standards. The graphics standards are maintained by UK HealthCare Communications & Advertising and can be

viewed at <http://www.ukhealthcare.uky.edu/marketing/graphicstandards.htm>. Non-adherence to the standards can have a penalty up to and including contract cancellation.

6.28 Printing Statutes

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

6.29 Damaged or Inferior Material

When services are not delivered on the agreed date between the contractor and the University, or if inferior or incomplete work is found, the Purchasing Division in concurrence with the using department reserves the right to reject such materials and request replacement as stated above or authorize the contractor to issue a credit based on the University's cost for all material found unacceptable.

6.30 HIPAA/BAA Amendment & Confidentiality

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

The contractor shall instruct its employees to use the same degree of care as it uses with its own data to keep confidential any information concerning client and patient data, the business of the University, its financial affairs, relations with students, patients, and employees, as well as any other information which may be specifically classified as confidential by the University in writing to the contractor. All Federal and State regulations and statutes related to confidentiality shall be applicable to the contractor. This compliance would include care in the handling of personal information, such as names, telephone numbers, mailing addresses, etc. Contractor must provide secure means of transmittal of mailing lists, such as FTP or other approaches that are deemed secure. Under no circumstances is contractor or subcontractors to transmit mailing lists or other personal information via unsecured e-mail.

Specifically, the contractor shall have an appropriate agreement and instructions with its employees to that effect, provided, however that the foregoing will not apply to:

- a) Information which the University has released in writing from being maintained in confidence.
- b) Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected.
- c) Information, which, after disclosure, becomes part of the public domain as defined about, through no act of the contractor.

6.31 Corporate Compliance

The contractor represents and warrants that it is not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. section 1320a-7b(f) or in any other government payment program. In the event that contractor is excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this agreement, they will notify UK HealthCare, Office of Compliance, 317 Health Sciences Building, Lexington, Kentucky 40536 in writing, by certified mail within 72 hours after notice is given. The University of Kentucky shall immediately terminate this agreement upon written notice to the contractor.

The contractor represents and warrants that it is aware that UK HealthCare operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hours, seven day a week compliance Comply-line. Contractor acknowledges that any violation of said compliance plan can, at the sole discretion of the University of Kentucky, result in the immediate termination of a contract agreement upon written notice to contractor. Contractor recognizes that it is under an affirmative obligation to immediately report to UK HealthCare, Corporate Compliance Officer (through the Comply-line 1-877-898-6072), in writing, or directly (859) 323-6044, any actions by an agent or employee of UKHC which contractor believes, in good faith, violates any ethical, professional or legal standard. A copy of the UK HealthCare compliance plan can be reviewed and further information is available from the UK HealthCare-Corporate Compliance Program website at:

http://www.ukhealthcare.uky.edu/forstaff/compliance/comply_about.htm

7.0 **Financial Offer Summary**

7.1 **Mandatory Services - Financial Proposal – (Reference Section 4.6)**

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.

The hours listed below are estimated. There is no guarantee the University will purchase the line items or amounts of services as listed. Actual line items or amounts purchased may be greater or less than the estimated amounts.

COST PROPOSAL FORM

	Estimated Hours Per contract period	Hourly Rate	Extension
Account Management	500 hours	\$ _____	\$ _____
Creative Direction/Concept Dev	150 hours	\$ _____	\$ _____
Art Direction	300 hours	\$ _____	\$ _____
Graphic Design	200 hours	\$ _____	\$ _____
Layout/Production	300 hours	\$ _____	\$ _____
Copywriting	400 hours	\$ _____	\$ _____
Media Planning/Buying	150 hours	\$ _____	\$ _____
Market Research	50 hours	\$ _____	\$ _____
Video/Audio	50 hours	\$ _____	\$ _____
		TOTAL	\$ _____

In addition, Offeror is to provide financial pricing structure for markup on materials and services you would buy on behalf of the University, such as media, photography, exhibits, etc. (Reference Section 4.6 (12))

7.2 Optional Services (Reference Section 4.9)

Offerors must provide pricing on any optional services detailed in Section 4.9. The University shall, in its sole discretion, make the determination as to whether the optional service will be undertaken.

7.3 Alternate Pricing

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