



UNIVERSITY OF KENTUCKY Purchasing Division

NOTICE OF AWARD OF PRICE CONTRACT

Northern Commerce Inc.
300 Wellington Street #200
London, Ontario, N6B 2L5

REPRESENTATIVE: Kyle Crichton
FED. EMPLOYER ID NO.:
EMAIL: kcrichton@northern.co

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PRICE CONTRACT NO.:	UK-2272-23D	TERMS:	Net 30
CONTRACT TERM FROM:	02/13/2023	DELIVERY:	As Needed
TO:	06/30/2024	RFP/IFB NO.:	UK-2272-23
RENEWAL OPTION THRU:	2031	DEPARTMENT(S):	All
COMMODITY/SERVICES:	Web Development Services	DATE:	01/23/2023

The Contractor is hereby awarded this Price Contract to furnish the products or services listed as required by the University of Kentucky during the contract term indicated above. SHIPMENTS ARE TO BE MADE ONLY UPON RECEIPT OF OFFICIAL NOTIFICATION. The Price Contract incorporates the University of Kentucky's General Terms and Conditions, and all Special Conditions identified in the bid/proposal referenced above.

Pursuant to the Kentucky Model Procurement Code (Code), and the Government Contract Review Committee (GCRC) of the Kentucky General Assembly, a Personal Service Contract must be completed in conjunction with this Notice of Award of Price Contract. The contract shall be effective as soon as the Personal Service Agreement is reported to the GCRC.

DESCRIPTION

Award of Contract

This document establishes a contract between the University of Kentucky (University) and Northern Commerce Inc. (Contractor) to provide **Web Development Services** as described in the Request for Proposal UK-2272-23.

For Purposes of this Award, the contract documents shall consist of the following components:

- A. Notice of Award Price Contract (PCT) dated 02/13/2023.
- B. Written Questions & Answers dated 08/04/2022.
- C. University of Kentucky Request for Proposal UK-2272-23.
- D. Northern Commerce Inc. Technical and Financial response to UK-2272-23 dated 08/16/2022.

In the event that any provision of the component parts of the Contract conflicts with any provision of any other component parts, the component part first enumerated shall govern.

Contract Term

The initial term of this contract shall be effective until June 30, 2024 to coincide with the schedule for the Kentucky biennial state budget and is renewable for up to three (3) additional two-year renewal periods. The total contract period will not exceed eight (8) years. Annual renewal shall be contingent upon the University's satisfaction with the services provided.

Pursuant to the Kentucky Model Procurement Code (Code), and the Government Contract Review Committee (GCRC) of the Kentucky General Assembly, a Personal Service Contract must be completed in conjunction with this Notice of Award of Price Contract.

Statement of Work

A Statement of Work (SOW) will be agreed upon between the University and Contractor defining specific details of each project. The SOW will be agreed upon before the project starts. The SOW shall define the project goals, objectives, expectations, timeline, costs and services to be provided.

The University reserves the right to review qualifications, interview, and approve personnel proposed to perform requested services. Additionally, the University reserves the right to request that personnel be removed and replaced for good cause.

If the University approves specific personnel within the company for a project listed in the SOW and the personnel fails to provide satisfactory services, quality of service, including, failure to maintain adequate timeline within the SOW for the project, the company will be notified of failure to provide adequate services.

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the University reserves the right to cancel the SOW with the company and discontinue use of services from the company for that project. The University agrees to pay for satisfactory services completed up to the cancellation of the SOW.

Reports and Auditing

Contractor shall provide a quarterly report to the University of all product(s) and/or service(s) based on an Excel template provided by the Purchasing Division. The template will require basic line item order information to include, but not limited to: purchase transaction date, purchase order number, product/catalog number, description, UOM, price each, extended price, invoice number, etc. The Excel reporting template is available upon request from the Purchasing Division and is subject to change. The Excel template provided by the Purchasing Division is the only reporting format that may be used; Contractor-submitted reports based on internal reporting or templates will not be accepted. The reporting date structure shall follow the below outline and begin with the quarter in which the contract is executed. The date of the purchase order (or other transaction type that may be used with the Contractor (e.g., procurement card)) shall determine the quarter in which the transaction is to be reported.

In addition to the aforementioned quarterly reporting of goods and services, the contractor is also required to report summary dollar amounts of goods and services sold to the University via this contract and originating from diversity Tier 2 or subcontractors affiliated with company. Quarterly reports for Tier 2 diverse suppliers/subcontractors must accompany the standard quarterly report requirement. Due to the broad array of diversity reporting utilized, the University does not require specific classifications of diverse purchases; the contractor may report Tier 2 purchase amounts as produced by their information systems and with sub-classifications as they are available. If the contractor does not have any Tier 2 reporting for diverse suppliers to accompany their quarterly report submissions, they must indicate this when submitting their standard quarterly reports.

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

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

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

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

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

Requirement for Contract Administration Fee

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

The fee shall be reported and paid within 30 calendar days of the end of conventional calendar quarters ending March 31, June 30, September 30, and December 31 of each year. The fee applies to orders which have been successfully delivered/installed and invoiced in the previous quarter. Fees shall be paid in the form of a check made payable to the University of Kentucky and shall be delivered to the Purchasing Division, Room 322 Peterson Service Building, 411 S. Limestone, Lexington, Kentucky

40506-0005. Each fee payment must be accompanied by a statement indicating the referenced University price contract to which it applies and indicate the aggregate value of goods/services provided and invoiced during the quarter, the fee percentage applied, and the net amount of the quarterly payment. If any errors are found in the report or calculations as determined by University, the Contractor shall correct immediately upon notification.

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

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

In the event that the Contractor does not provide the quarterly payment based on the terms and conditions herein, the contract is subject to cancellation or termination.

Contract Administration Fee, Reports & Auditing

The Contractor has agreed to provide the University the reports and 2% Contract Administration Fee as described within this contract.

Insurance

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	LIMITS
Workers' Compensation	Statutory Requirements (Kentucky)
Employer's Liability	\$500,000/\$500,000/\$500,000
Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract	\$1,000,000 each occurrence (BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate
Business Automobile Liability covering owned, leased, or non-owned autos	\$1,000,000 each occurrence (BI & PD combined)
Cyber Liability	\$1,000,000 each occurrence

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 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.

University Web Development Guidelines

Contractor's development, code management and deployment of the work will follow all University website developer guidelines with specifics to be set forth in the SOW.

Copyright Ownership

Section 22 of the University's General Terms and Conditions is hereby amended and restated in its entirety as follows:

22. Copyright Ownership:

Unless otherwise stated and agreed to by the parties in the applicable SOW, Contractor and University both consider the products and results of the services to be rendered by Contractor to be a work made for hire. Except as set forth below with regard to Background IP, 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.

Contractor works primarily with open-source software and has built an extensive library of code, libraries, routines, etc. ("Background IP") for solving all types of problems across many of the services contemplated by this contract. The Parties acknowledge and agree that Contractor may include, augment or create derivatives of already existing and non-University owned or provided Background IP in the provision of its services to University that does not contain open-source material, and for that subset of Contractor's work product ("Non-Open-Source Background IP"), Contractor represents, warrants, and covenants that it has the right to provide the Non-Open-Source Background IP to the University and to grant the University a license to such the Non-Open-Source Background IP. Ownership of that "Non-Open-Source Background IP" and any copyright thereon shall not be considered owned by University or created as work made for hire, but instead, Contractor hereby grants to University an irrevocable fully-paid-up worldwide nonexclusive license to have and use the Non-Open-Source Background IP.

Further, the Parties acknowledge that Contractor may include and will be unable to assign rights, via copyright or otherwise, to University for Contractor's use of existing, augmented, or derivative portions of open-source software included in the services and work product provided to University under this contract, in which case the University shall have rights pursuant to the applicable open source license, such as the GNU GPLv2 license for Drupal.

Any licenses, rights or intellectual property provided by University to Contractor for use in connection with Contractor's performance under any SOW 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.

Contractor will execute and deliver to the University, any assignments and documents the University requests for the purpose of establishing, evidencing, and enforcing or defending the University's ownership and/or license rights in and to the Work Product. Contractor constitutes and appoints, the University as its agent to execute and deliver any assignments or documents that Contractor or its employees or contractors fail or refuse to execute and deliver, this power and agency being coupled with an interest and being irrevocable.

Financials

Financials for this contract are listed within the original RFP Financial response attached herein.

OFFICIAL APPROVAL **UNIVERSITY OF KENTUCKY**

Joyce French
Joyce French (Mar 9, 2023 14:21 EST)
Joyce French, Category Specialist / 859-257-9104

Barry Swanson Mar 9, 2023
Barry Swanson (Mar 9, 2023 15:07 EST)

NE CPO or Designee Date
NE

OFFICIAL SIGNATURE

Kyle Crichton Mar 9, 2023
Kyle Crichton (Mar 9, 2023 10:09 EST)
Signature Date

Kyle Crichton VP Finance

Typed or Printed Name, Title



University of Kentucky - Web Development Services

RFP # UK-2272-23

Financial Proposal

Prepared By:

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Growth Director
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Northern Commerce

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w: northern.co

Prepared For:

Joyce French
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University of Kentucky

322 Peterson Service Building
Lexington, KY 40506-0005

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Criteria 2 - Services Defined

Northern Commerce is a full service digital agency. Based on the needs outlined within the functional areas, our skills and services are best aligned with the following deliverables.

Functional Area(s)	Northern Services
Functional Area 1 – University Web Platform Development	Yes
Functional Area 2 – Custom Web Application Development	No
Functional Area 3 – Web Service Integrations	Yes

Based on the 3 functional areas outlined in the RFP, Northern’s services are most aligned with Functional Areas 1 and 3.

Criteria 3 - Financial Proposal

Northern is providing a rate card to complete services to the University of Kentucky. Please see below for the various roles that are available. Northern is offering a rate of \$150/hr USD across all resources.

Resource	Blended Rate
Account Manager	\$150/hr USD
Digital Project Manager	\$150/hr USD
Information Architect	\$150/hr USD
UX/UI Specialist	\$150/hr USD
Content Strategist	\$150/hr USD
Drupal Tech Lead	\$150/hr USD
Drupal Developer	\$150/hr USD
Quality Assurance Analyst	\$150/hr USD
SEO Specialist	\$150/hr USD
Digital Marketing Specialist	\$150/hr USD

Pricing Notes

Project based pricing is also available. Project based pricing can provide additional cost efficiencies as numerous tasks/deliverables can be completed concurrently.



**Commerce is our
north star.**



Want to achieve incredible results? Let's talk.

Victor Harris | Growth Director | vharris@northern.co



UNIVERSITY OF KENTUCKY

Purchasing Division

Written Questions and Answers

Web Development Services

RFP UK-2272-23

Closing Date: 08/18/2022

Today's Date: 08/04/2022

No.	Question	Answer
1	What is the state of existing platforms/ecosystem? What is the technology stack? Any details are appreciated (such as documentation, specifications, diagrams and so on).	See #151
2	What are the product goals for each of the Functional areas? What modules/features are planned to be implemented in addition to already existing within the platforms? Are there detailed requirements for such features?	Requirements for additional features are not yet defined.
3	<p>Taking into account absence of detailed project description:</p> <ul style="list-style-type: none"> ○ Do you consider collaborating based on the Time and Material price model according to the Contractor's hourly rate card provided in the Financial proposal? ○ Are you planning to develop the work scope in an iterative manner, following the Agile practices? ○ What level of involvement of the University staff into the development processes is expected? Will you assign a person on your side who will be responsible for product vision, roadmap management, features prioritization, resolution of external dependencies and so on (Product Owner / Product Manager)? 	<ol style="list-style-type: none"> 1. See #8 2. Yes 3. Yes, as well as potentially internal development staff to assist with integration and deployment

4	When do you plan to start the development according to this RFP?	Projects will be initiated as requested by units at the university.
5	What is the expected volume of the services per year (approximately)? In the total hours spent for the development, planned budget or other metric.	Unknown
6	Clause 6.1 is posing an unknown risk on the contractor. Can the attorney fee liability be removed? Otherwise, can it be capped at \$10,000 USD, for example? Can the clause be altered to be mutual so that in the case that the contractor prevails then the University will agree to pay all expenses of such action including attorneys' fees and costs at all stages of litigation?	Attorney Fees are listed in section 6.16. Please see section 3.5 of the RFP for where to place your response to deviations to the terms & conditions.
7	Clause 6.29 is asking for Contract Administration Fee, which is unusual for this kind of contract. Can this clause be removed?	Please see section 3.5 of the RFP for where to place your response to deviations to the terms & conditions.
8	Clause 7.1 does not provide enough detail to properly make a fixed price offer as designated in clause 8 asks. Additionally, the RFP request to provide estimated hours for example websites; however, it is not clear what's the scope for that. Can more details be given? Is the fixed price offer intended to be an hourly rate or a full package fixed price?	Please see Section 8.0: "fixed price" means the cost the Offeror provides for the services offered. This can be hourly rates or rates based on projects.
9	What are the current pain points of the digital properties? Are there specific areas you are looking to improve upon with a new vendor?	Generally, limited content models, lack of drag-and-drop layout building experience, and too much reliance on custom sub-theming to execute presentational requirements.
10	What are the "specific university web development guidelines" mentioned on page 7, Section 2.2?	Please see section 6.27 of the RFP.
11	What are the anticipated projects coming in the next 12 months for the three web properties mentioned?	Redevelopment of uky.edu/academics Migration of uknow.uky.edu
12	How frequently do you anticipate web requests?	See #5

13	Do you have a historical reference to the number of requests during the past 12 months in an itemized format?	See #5
14	How quickly do you need these projects completed from the time of ask, generally?	2 to 9 months
15	How many people are visiting the websites on average?	This varies significantly among properties. Uky.edu records ~ 1.2M views a month.
16	How many people are visiting the websites during a peak time like a broadcasted event?	See #15
17	Will UKY host the websites internally, or do we need to recommend a new hosting provider?	UK web hosting is on-prem.
18	<p>Can you please provide more details regarding the scope of work? Specifically, what services are you wanting the selected vendor to complete? For example:</p> <ul style="list-style-type: none"> ○ Do you want the vendor to build a new website? ○ Do you want the vendor to rebuild an existing website? If so, which one(s)? 	<p>This RFP is to provide the University with multiple contracts with awarded contractors to provide Web Development Services as indicated within the RFP. At any given time, University departments may need various web services to which they can chose from one of the contracted vendors to provide those services. University departments will contact the awarded contractors for quotes, SOW, etc. when there is a need for services.</p>
19	If yes to one of the above two questions, will the vendor be doing the design work or is the university providing the design files?	Departments and awarded contractor will work together on a SOW for the required work.
20	Are you looking to just have the vendor support an existing website or websites and if so which one(s)?	No
21	If you are looking for support only, how much support are you looking for? Would our team work with your internal web services team or would we be leading the maintenance of these websites?	Vendor support contracts would be at the discretion of individual units, but would generally be needed in the case of highly customized projects not aligned with institutionally supported products
22	Will you be posting any of the questions that were asked by other prospective bidders?	Yes, all questions are compiled within this document.
23	Answers to these questions will be very helpful to us and evaluating the scope of	No.

	work. Once we receive the answers to these questions, will you allow for another round of questions, so we can ask more specific questions about the scope?	
24	<p>Our assumption is the “three existing university web platforms” are currently in Drupal. If so:</p> <ul style="list-style-type: none"> ○ What versions of Drupal do they use? ○ What are some of the most heavily used plug-ins the sites rely on? ○ What are the major integrations that the sites use? 	<ol style="list-style-type: none"> 1. Drupal 9 2. The platforms use a varied of contributed modules, generally within the Drupal Security Advisory policy. 3. LDAP
25	You mention that you’re looking for vendors to contribute to the platform codebase directly or develop individual websites that depend on the platform. For the latter, are you open to CMSs or web languages other than Drupal?	No
26	What is the deployment process for pushing changes to the UK web platform, and what toolsets do you use? Are the processes/tools uniform across the three existing platforms, or do they vary?	Changes are deployed via Gitlab CI.
27	Some optional services we could provide are content strategy, usability testing, accessibility audits and improvements, optimization audits and improvements, and design system creation. Are these appropriate to include in the optional services section?	Yes.
28	The brand guidelines appear to be behind a login wall. Can you please provide them?	These will be made available to contracted vendors.
29	Do you have documentation summarizing the University web development guidelines that you can share?	Development guidelines are in process.
30	In Criteria 4 — Evidence of Successful Performance and Implementation	Correct

	Schedule, you ask us to include a minimum of three client references. Our assumption is that we should include a minimum of three references in total, not three references per project sample. Is that correct?	
31	Once awarded, how will projects be identified and communicated to awardees? When projects are identified, what do you expect the selection process will entail, i.e., will awardees communicate directly with departments or something else?	See question #18.
32	With no project specifics given under this RFP, can you please provide more information about your expectations for the financial offer?	For the services listed in the RFP, the Offeror is to provide a cost to provide them to the University.
33	<p>The evaluation criteria for the financial proposal indicates, "The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 8.0." In turn, the instructions for the financial proposal in 8.0 merely indicate, "Offerors are to provide a fixed price for the services offered." In the same section, it is furthermore indicated that bidders should take steps, such as completing and attaching Section 7.1 and 7.2 to provide support for the firm fixed price bid." Please answer EACH of the following.</p> <p>a. There is no actionable or precisely quotable scope enclosed with the RFP. We therefore assume that the requirement for "firm fixed pricing" should rather be understood as submission of "firm fixed hourly rates." Please confirm this is correct, or otherwise provide a well-defined project scope that would allow for bidder estimation and apples-to-apples total project pricing comparison.</p>	<p>A. That is correct. This RFP is for any project at the University that will be needed. Please provide a cost for the services.</p> <p>B. No, we are not asking for pricing on past projects. Section 7.1 lists Functional Areas the University expects to receive pricing on for each of these services. These prices should be included in Section 8.1 of the RFP. The same with Optional Services in 7.2 and 8.2.</p> <p>C. No.</p> <p>D. See section 5.0 of the RFP. As already described in the RFP, this RFP is for various projects as they are needed. Provide your pricing, in your response however you want to submit it. Evaluation is done by the University.</p>

	<p>b. We are curious about the references to Section 7.1 and 7.2. These are SOW sections, and the only price information contained therein would, perhaps, be the total costing for other past projects. Could these section references possibly have been erroneous? In what way would costing for past projects reflect upon the pricing for the University's project? How would such past pricing be indicative of the accuracy and validity of current offers?</p> <p>c. Did the University intend to release a pricing form with the RFP? Was a form inadvertently omitted?</p> <p>d. Please explain how pricing evaluation will proceed. We believe it will be very hard to accomplish a fair, apples-to-apples comparison of offers, because there is not a well-defined scope of work to quote for this project, nor any standardized list of positions for which bidders should provide rates. On what reasonable basis would financial proposals therefore be evaluated?</p>	
34	<p>The instructions for Functional Area 2 seem to indicate, "Offerors shall provide one or more examples of developing websites using a UK web platform, or a similar resource for another large institution." Please answer EACH of the following:</p> <p>a. It is interesting that these instructions specifically include a mention of past UK web platform experience. Would a preference potentially be given to this sort of experience?</p> <p>b. If an offeror does not have UK platform experience, the instructions seem to indicate that the offeror should submit experience for a "similar resource for</p>	<p>a. Yes</p> <p>b. A similar resource would include development for a large educational institution or government agency comprised of many properties utilizing common set of web development resources (e.g. a WCM distribution/platform/or library).</p>

	<p>another large institution.” We are looking for some additional guidance as to what this means. What would be deemed “similar”? Are there specific characteristics that a “similar” project should have? Would the work have to be with another public education institution, or would Drupal experience with a large government agency (large agency website) be sufficient?</p>	
35	<p>Regarding the award process for this contract, please answer EACH of the following:</p> <p>a. If known, approximately how many awards should be anticipated as a result of the RFP?</p> <p>b. Will awards be made to all reasonable and responsible offerors, or does UK presently intend to shortlist down to a relatively small number of preferred vendors (ex. perhaps 2-5 vendors)?</p>	<p>a. Multiple.</p> <p>b. Unknown currently.</p>
36	<p>Regarding future competition at the task order level, please answer EACH of the following:</p> <p>a. We assume there would be a separate proposal process for each task order. What would the associated proposals typically need to include? Is UK expecting any sort of format/process standardization to make the process more efficient from both sides? Or would the process and format for each task order rather be distinctive and independent.</p> <p>b. What evaluation criteria would be applied at the task order level? What factors would be considered?</p> <p>c. Experience and past performance are being assessed as a part of this bid, at</p>	<p>a. The current process for individual projects requires the submission of a Personal Service Contract to UK Purchasing.</p> <p>b. Evaluation criteria are currently at the discretion of the funding unit. Factors considered are typically demonstration of similar previous work.</p> <p>c. See A</p>

	the master contract level. Would past performance be re-evaluated at the task order level?	
37	<p>Is this the first time that UK is competing a contract like this? Or is there a similar contract already in place? If a similar contract has been in place, please respond to EACH of the following:</p> <ol style="list-style-type: none"> What is the contract number for the established contract? When was the contract competed? At the master contract level, how many bidders originally received awards under the contract? How many task orders were competed over the lifecycle of the contract? What was the value range (low-high) of the competed task orders? What was the typical value range of the competed task orders? (remove outliers, approximation would be fine) Of the original pool of vendors who received awards at the master contract level, how many ultimately performed work under the contract? 	<p>No. The University has solicited for web development project contracts before and does have established contracts. Those contracts are expiring, and new contracts are needed.</p> <p>For specific contract information please request the information through ukopenrecords@uky.edu.</p>
38	<p>Regarding the vendors who have been working on UK's web platform within the past three years, please respond to EACH of the following:</p> <ol style="list-style-type: none"> Please provide a list of the pertinent vendors. For each of the vendors listed in response to "a" above, please provide an estimation of the total number of months/years that the vendor has been working on the platform. 	See question #37.
39	What amount of funding will be allocated to this contract vehicle? Will there be a cross-cutting, ceiling NTE (not to exceed) value for the entire vehicle?	These contracts are set up for University need, on an as needed basis. There are no current projects. Therefore, funding is

		estimated on an as needed basis per project.
40	Will there be an NTE (not to exceed) ceiling value assigned to each award that results from the present RFP? If so, what will the NTE value be?	See response to #39.
41	Regarding the task orders to be competed under the new contract, please answer EACH of the following: a. Approximately how many task orders are expected to be competed each year? (best guess is fine) b. If known, what would the value be for most typical task orders that would result from the new contract? (an approximate range would be fine)	a. Unknown. b. Unknown.
42	Where will the eventual task orders be announced? Will bidders be provided with courtesy notices via email? Or will bidders be expected to monitor a particular site/url? If applicable, please provide the URL that will need to be monitored.	Contractors will be notified of University need by individual departments upon the need for Web Development based on departmental review of the awarded contracts.
43	For functional area one, how do we provide a fixed price bid? Do you have a defined number of updates required in the web platform, which will help us to define the scope of work and a fixed bid?	See question #8.
44	Are you open to non-US vendors, for example, a Canadian firm, completing this work? Do you have a preference for local vendors?	See evaluation process in section 5.0 of RFP.
45	Do you have an estimated budget range for these services?	No. Budget will vary depending on department and services requested.
46	Are you open to receiving a digital submission?	Please see section 3.6 of the RFP.
47	What version of Drupal is the University currently using?	Drupal 9

48	Since, the complexity of the scope/deliverables is unknown, can we propose hourly rates for the different resources required for the project in addition to the fixed price for example web application?		Yes.
49	Can the work be performed remotely?		Yes
50	Do you have a budget limit that we need to consider?		No
51	Can please specify the anticipated no of resources and their roles to be allocated for this project?		unknown
52	Do you have an estimated project start date and desired go-live date?		No. See question #18
53	Can you please specify the project timeline for the mentioned functional areas 1, 2, and respectively? Also, do you expect all development and integration to happen simultaneously?		<ol style="list-style-type: none"> 1. There is no established timeline. 2. No
54	Does the existing web platform(s) have any additional integrations with other websites or applications?		The web platform currently integrates with LDAP
55	Are there any defined security standards that UK needs to meet (e.g. Content-Security-Policy standards, intensive code-review processes, etc.)?		Not currently
56	Has the University of Kentucky utilized any additional external APIs or data feeds (courses, faculty profiles, events, research publications, etc.) since the initial launch of the website?		No
57	Please itemize any customizations added since the last active development.		unknown
58	Have any major modules been added to the site's functionality since the last active development?		Modules are added as needed, none are 'major' in that none impacted significant site architecture or compatibility.
59	On page 30 "web platforms" are mentioned. What are these existing web		Web platforms refer to Drupal source (e.g. installation profile and themes) used in

	platforms? Will this be in the existing platform (e.g. an existing and in-use Drupal install), or a new install of the platform (e.g. a new Drupal instance)?		many site instances within uky.edu. Development will build on these existing codebases.
60	On page 30 of the RFP “Integrating custom or Drupal community-contributed extensions as needed” is mentioned. Are we correct in assuming UK wants Drupal, or is Drupal only one of the existing “platforms”? Can University of Kentucky please clarify?		UK is consolidated web resource to Drupal. There are currently 3 Drupal codebases used to produce web properties within uky.edu.
61	In Functional Area 2 on page 30 of the RFP a range of languages are referenced. Is there a specific language or tech stack University of Kentucky would prefer the vendor to use? (e.g. LAMP stack, IIS and .NET, etc.)		Technical requirements for custom development are at the discretion of the funding unit.
62	Content strategy does not appear to be mentioned in the Functional Areas. Is this service desired?		This would be considered within Functional Area 1
63	Should services like Content Strategy be included in “Optional Services”?		See #62
64	If so, is content creation in any form expected to be in scope for any of the future projects? (e.g. copywriting, videography, photography). If yes, please specify.		no
65	How large is the CMS user base (i.e. total number of users)?		CMS app users vary per instance, total userbase is approximately 300.
66	How large is the current Drupal installations (total number of pages and files)?		unknown
67	Is design (e.g. User Experience and Visual Design) a desired competency? Web design is not referenced in any of the Functional Areas, yet the “developing individual websites” is referenced as a potential scope on page 7 of the RFP. To this end, are vendors expected to outline their experience with regard to web design in their proposal? Or, rather, are the desired Functional Areas limited to		This would be considered within Functional Area 1.

	backend development, CMS optimization, and integrations?		
68	What is the desired timeline for this project? How does this timeline breakdown across Functional Areas?		This is an ongoing contract.
69	Can the University of Kentucky team please describe if each Functional Area corresponds to a distinct and current project? As it stands, it appears as though offerors are		No, they do not.
70	Regarding the pricing proposal, a variety of instructions are referenced in the RFP. Namely, Section 4.7 states "The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 8.0." Section 8.1 goes on to require offerors to "complete and attach Section 7.1 to provide support for your firm fixed price bid." However there does not appear to be any form in Section 7.1, despite these references. Indeed, Section 7.1 is a full page description of scoped services. Further, no such form appears to be available on purchasing.uky.edu. Can the University of Kentucky team please detail where offerors can find the Financial Summary Form. Else, can specific instructions for formatting our Financial offer be provided?		4.7 Financial Summary Form is in reference to your response in section 8.0 as indicated. There is no actual "form" to complete. Please provide pricing in section 8.0.
71	What is the approximate budget for this project? How does this budget breakdown across Functional Areas?		See question #45.
72	On page 7 it is stated "Each Functional Area of services may have one or more offeror awards. Each offeror must successfully meet the criteria of the proposal and presentation stages. Price Contract(s) and Personal Service Contract(s) will be established from this RFP and will be available to all University of Kentucky departments." To that end, are offerors correct in assuming that this RFP is tasked at identifying a pool of preferred vendors for future UK projects? Or, rather,		Yes, contracts will be awarded for a pool of vendors for future projects.

	is the intention to contract with a vendor to engage in an immediate project?	
73	If this RFP is tasked with identifying a pool of preferred vendors, then should vendors provide an hourly rate? If so, are blended hourly rates acceptable as opposed to hourly rates by role?	See #8.
74	Are finalist presentations expected to be conducted on campus in Kentucky?	No
75	Shall redlines to Terms and Services be included in Section "Criteria 5 - Other Additional Information" in the offeror's proposal?	No. Please see section 3.5 of the RFP.
76	As a private company, we cannot disclose gross sales. However, we can provide a letter from our bank guaranteeing our financial stability — is this acceptable?	Yes.
77	In 7.1 "Functional Area 1, etc." UK states "Offerors shall provide one or more examples of developing websites using a UK web platform, or a similar resource for another large institution." In this context does "web platform" reference Drupal? If not, could the UK web team please specify?	From section 2.2: The University of Kentucky maintains several Drupal CMS implementations (internally referred to as 'web platforms').
78	With regard to Section 4.6 on page 17, is it fair to say that the "expansive description" equates to case studies of example projects that demonstrate competency in the Functional Areas for which offerors are submitting (e.g. in line with the instructions laid out on page 30)?	yes
79	7.1 - Functional Area 1 Provide us technology stack details of the existing website's hosting environment.	CMS application environments are defined
80	7.1 - Functional Area 1 How many pages are present in the current website?	unknown
81	7.1 - Functional Area 1	University staff

	Who has been doing the content changes to the existing system? (in-house resources or 3rd party vendor)	
82	7.1 - Functional Area 1 Does the existing web platform have any integrations with other website or applications?	LDAP
83	7.1 - Functional Area 1 Do you have any preference over the proposed backend technology stack or open to new solutions?	Drupal 9
84	7.1 - Functional Area 1 Who will be providing the content for the website?	Content will be provided by individual web property owners
85	7.1 - Functional Area 1 Please provide a minimum version of browser and the minimum set of browsers for which the website should be optimized.	The current and previous major version of Chrome, Firefox, and Edge.
86	7.1 - Functional Area 1 Is all the content/information public or will the website require a registration and sign-in functionality for certain type of users or viewers to access specific information?	All Drupal-supported auth functionality is required.
87	7.1 - Functional Area 1 Does the proposed website need tools to host/stream Audio and Video?	no
88	7.1 - Functional Area 1 Is any content migration part of scope?	Drupal 7 to 9 migration is a possible project requirement.
89	7.1 - Functional Area 1 Will hosting the solution be part of the scope?	no
90	7.1 - Functional Area 1 Can this development activity be executed from offshore?	Unknown
91	7.1 - Functional Area 2 What are the applications presently in use and the technologies used to build the same?	There are many web applications that vary widely across the University.

92	Is it required that the web apps to be developed are mobile-compatible, or over any other devices?	Custom application requirements are defined per-project
93	7.1 - Functional Area 2 What would be the volume of work expected? How many forms/functionalities are required to be handled on a high level? Be it developing a server-side application or adding modules to existing applications, etc.	See #5
94	7.1 - Functional Area 2 Is there any software/tool currently in use for DBMS development, deployment, and interfacing with other campus services?	no
95	7.1 - Functional Area 2 “May require DBMS development, deployment, or interaction, use of various protocols to interfaces with other campus services, and/or the development/maintenance of associated software tools. May include items such as reporting and data visualization tools.” – Please specify the associated software tools in use currently. Also, please divulge more information on the reporting/data visualization tools you prefer or in use.	<ol style="list-style-type: none"> 1. Unknown 2. The university currently uses Tableau for data visualization.
96	7.1 - Functional Area 2 What are the expected protocols to be used while interfacing with campus services and reporting/data visualization tools?	unknown
97	7.1 - Functional Area 2 How many other campus services are we expected to interact with? Can you please elaborate the level of interaction required?	unknown
98	7.1 - Functional Area 2 Kindly provide a detailed scope of work for functional area 2.	unknown
99	7.1 - Functional Area 3	<ul style="list-style-type: none"> • Yes • Likely other interfaces would be generalized APIs for providing

	<p>“The deployment, configuration, and/or integration of enterprise data systems with websites or other web interfaces”</p> <p>- Here, does the websites refer to the Drupal-based CMS from your existing websites? Please confirm.</p> <p>- What are the other expected web interfaces?</p>	<p>presentation systems (CMSs, static site builds, etc) with access to enterprise content.</p>
100	<p>7.1 - Functional Area 3</p> <p>“This may include the creation of backend applications that integrate with existing enterprise data services”</p> <p>Can you please provide a detailed of scope of work on this functional area?</p>	<p>unknown</p>
101	<p>7.1 - Functional Area 3</p> <p>“The deployment, configuration, and/or integration of enterprise data systems with websites or other web interfaces” –</p> <p>Are these websites hosted over on-premises or on cloud? Any further information on this would help.</p>	<p>Currently on-premises</p>
102	<p>Is it mandatory to have the DBE/SBE/VBE/WBE certification?</p>	<p>No.</p>
103	<p>Can the University provide more details around the three functional areas of scope on page 30?</p> <p>a. The RFP is asking for a fixed price for these services but with the lack of detail, this is impossible to provide an accurate estimate with more information.</p>	<p>RFP Section 7.1 provides the available general descriptions/details of the Functional Areas.</p> <p>a. See #8</p>
104	<p>What are the other two platforms outside of Drupal?</p>	<p>The three platforms are 3 implementations of Drupal 9.</p>
105	<p>If project success could be defined by achieving only one qualitative accomplishment, what would it be? (e.g... new integration, modern design, improved UX, easier to self-manage, etc...)</p>	<p>This is a general pricing contract, not a specific project.</p>
106	<p>What are the main factors you are using to differentiate potential partners?</p>	<p>See RFP section 4.5</p>

107	Has a budget been determined for this project?	See question #45.
108	What is the process to secure project work if you are on the approved vendor list?	See question #18.
109	How many vendors are you looking to have on your approved list?	Unknown until we receive & review the responses.
110	Are your current vendor(s) being invited to submit a proposal?	Anyone can respond to the RFP as it is made public.
111	Do you prefer vendors who have expertise in all (or most) of the Functional Areas, or are you looking for a set of vendors who specialize in one or two of the Functional Areas?	The latter
112	Are you required to issue this RFP every so often? Or is something else driving its release?	Current contracts are expiring.
113	Who are the decision makers to select the vendor(s) (names and titles)?	See section 5.0 of the RFP.
114	How many agencies received this RFP?	See question #110.
115	What are the current web platforms that support Marketing & Brand Strategy, University Research, and UK Healthcare?	These are 3 Drupal 9 implementations.
116	How many instances and what version of Drupal are currently used in the environment and by which group?	UK web platform: Drupal 9 running > 50 instances.
117	Are you able to share the URL's of these sites?	No
118	Who are the defined stakeholder groups (besides Marketing & Brand Strategy, University Research, and UK HealthCare)	General stakeholder groups include College communications staff. Most stakeholder will be project-specific
119	Do you mind providing a list of current modules used in the CMS?	Current composer.json: https://gitlab.com/uky-web/university-web-platform/drupal-8/uky_base/-/blob/2.0.x/composer.json
120	If any of your sites are in Drupal 8 or below, do you plan to migrate any of that	yes

	data or functionality as part of these efforts?		
121	How well are integrations documented, is the subject matter expert still available for questions and guidance?		There is no current integration documentation.
122	What KPI's are available/used for Accessibility of web properties?		N/A
123	What KPI's are available/used for Performance of web properties?		N/A
124	Are your web properties hosted internally or do you use a 3rd party hosting provider?		On-prem
125	Are you willing to consider a 3rd party hosting party?		Not currently
126	Are you looking for someone to support and maintain web properties post go live?		Individual properties with extensive customization beyond the web platform may require ongoing vendor maintenance.
127	If you do need support, what are your expectations related to hours of service?		unknown
128	Do you have defined and documented development standards?		no
129	Do you have a preferred project development approach (waterfall, agile/scrum, hybrid, etc.)?		no
130	Do you have development resources who would be part of the development team, or are you expecting your agency partner to provide all resources?		There is an internal development team; they may work as part of the dev team, or may rely on the vendor (depending on capacity and priority)
131	Do you have any defined security and compliance standards that we must adhere to?		See #55
132	What is your current forms solution for data collection?		Dupal Webform; Qualtrics; Salesforce
133	Are these web properties currently available in additional languages?		no

134	Are you seeking optimizations to these web properties by leveraging automation/workflows?	unknown
135	What do you currently use/have access to for data visualization need?	Tableau
136	How will projects get identified and prioritized? a. Will an individual or group of individuals on the UK side be responsible for project prioritization or will this be between the agency and the requesting body? b. Are there tools in place to help facilitate the submission and prioritization of development requests?	See question #18.
137	Aside from development services, will UK provide supplemental resources needed to execute any specific project or will the need agency provide these services (Creative, UX, Search, Analytics, etc)	UK will not necessarily have the capacity to provide these supplemental resources.
138	The RFP makes reference to specific university web development guidelines. Is this something that could be provided for review?	See Section 6.27 of the RFP.
139	What does UK use for their primary hosting environment?	On-prem VSphere.
140	Is there a standard dev ops/project management/QA approach at UK or does it depend on the team/project?	The latter, but these are desired.
141	Aside from PII requirements dictated by the KRS, What is UK's position on ADA, CCPA and similar compliance regulations? a. Is there a specific WCAG level web experiences should be QA'd against?	<ol style="list-style-type: none"> 1. University web policy is WCAG2.0AA, that will likely be updated to WCAG2.1AA during this contract. 2. The university currently does not have a cookie consent policy for

	<p>b. Will cookie consent policies need to be implemented and enforced across both internal and external web properties?</p> <p>c. Are there any other regulatory bodies we should be aware of?</p>		<p>web materials.</p> <p>3. In specific cases, there are certain statutory content publication requirements, as well as content publication related to accrediting bodies. These requirements will generally be the responsibility of the internal content owner.</p>
142	When working with web platforms, specifically custom web applications built by UK, will internal tech resources be available to answer questions about architecture and integrations?		yes
143	<p>Are college specific sites managed as a single Multisite Drupal instance or as separate instances of drupal?</p> <p>a. What version/s of Drupal are currently in production?</p> <p>b. Does UK have a list of approved Dupal modules or are they reviewed on a case by case basis?</p> <p>c. Is there a single approved Drupal theme that all colleges share or could a college have its own theme?</p> <p>i. If single, are they centrally managed or could different colleges be on different versions of the same theme?</p>		<ol style="list-style-type: none"> 1. Separate instances 2. 9 3. Case-by-case, with priority on modules already included in the base installation profile 4. There is a base theme, and boilerplate subtheme. Colleges may 'extend' the UK web platform with custom code including theming, provided they resource the maintenance of the code.
144	<p>What is the current system architecture?</p> <p>a. Is it a single instance, or running in multiple scaling containers?</p>		Multiple Drupal instances share several on-prem VMs.
145	<p>DevOps:</p> <p>a. What is the current development workflow?</p>		<ol style="list-style-type: none"> 1. Development is managed in sprints, with work kept on a sprint branch 2. For platform products (install profile, theme) tagging; for individual Drupal sites, mergin into

	<p>i. As features are merged into the main branch - how are releases managed? Tagging?</p> <p>b. What CI / CD tools / processes are in place?</p>	<p>an environment branch</p> <p>3. All code is kept in Gitlab</p>
146	<p>How is documentation typically handled / managed?</p> <p>a. Is documentation regularly updated and version controlled?</p>	<p>Documentation is minimally maintained, and is decoupled from the codebase</p>
147	<p>Since the work will extend the existing platform - How will our team work with the internal IT / Tech team?</p> <p>a. Is there a preferred way in which you currently work with external partners?</p>	<p>For platform backlog, your team would work in sprints with the internal team.</p> <p>Individual websites project workflow is currently determined per project needs (timeline/staff etc)</p>
148	<p>Can you confirm how many agencies are participating in the RFP process?</p>	<p>No.</p>
149	<p>Please let us know if this is a single award RFP inclusive of 3 functional areas? Would we be able to submit proposals for individual functional areas?</p>	<p>See Section 2.1.</p> <p>Yes.</p>
150	<p>Please let us know if you have a detailed scope and requirements document that can provide us more direction so we can provide a firm estimate. We need additional information on the scope items for functional areas 1, 2, and 3? Please let us know if there is anything you can provide.</p>	<p>See question #8 and #18.</p>
151	<p>What information about the UK Web Platform can be shared prior to awarding contracts?</p>	<p>The UK Web Platform is a Drupal 9 installation profile, base theme, and related component library. It uses Paragraphs and Entity Construction Kit for component-based pagebuilding. It provides several basic content types (Paragraph page, Event, Person, News).</p>

152	Does the UK Web Platform built using Drupal utilize modern frontend technologies such as React or Angular for any of its components?	UK Web Platform uses Drupal frontend rendering (twig). It does not use a separate frontend framework.
153	Are each of the three platforms based on Drupal? Are they hierarchical in nature?	<ol style="list-style-type: none"> 1. Yes 2. ?
154	How is the UK Web Platform architected to support maximum reusability across its three platforms?	The three platforms do not reuse functionality among them.
155	Is explicit experience with the UK Web Platform a requirement?	Yes
156	It is assumed that the UK Web Platform has matured over time, what role toolsets have been put in place as part of the ecosystem to support DevOps activities such as Continuous Integration and Deployment?	The codebase is managed on gitlab.com
157	What role do vendors usually have in actively contributing to the UK Web Platform through site-specific implementation and rollouts?	<p>Regular code review of project-specific vendor work by the internal web development team will guide adopting features into upstream web platform packages, and allow project-specific code to factor out these customizations.</p> <p>With this contract, vendors may be engaged for direct sprint development on the platform without an implementation project.</p>
158	Does the UK Web Platform and supporting teams allow for effective deviations on a site-specific basis where needed? Is there a Governing process put in place for ensuring that the supporting teams of the UK Web Platform are able to support sites once launched or manage the deviations accordingly?	<ol style="list-style-type: none"> 1. Yes 2. Units deviating ('extending' in UK terms) are responsible for technical management of additional code, either through in-unit tech staff or vendor support.

159	What is the hosting environment and architecture for the applications (websites) built using the UK Web Platform?		See #168
160	Is there a dedicated engineering/development team for managing the product development of the UK Web Platform? What does the platform lifecycle and release management look like, and how often are new releases created of the platform?		<ol style="list-style-type: none"> 1. Yes 2. Patch releases follow Drupal security releases; feature release frequency varies on internal team availability.
161	Was there an architectural decision made with the UK Web Platform to use Drupal's contributed module Paragraphs instead of Layout Builder? If so, can the reasoning be shared? (referring to: https://gitlab.com/uky-web/university-web-platform/drupal-8/uky_base/-/tree/2.0.x/modules/custom)		At the time of development, Layout Builder usability was not satisfactory.
162	Can the UK Web Platform team provide a reasoning behind the decision to utilize the Drupal contributed module Features in their architecture? (referring to https://gitlab.com/uky-web/university-web-platform/drupal-8/uky_base/-/tree/2.0.x/modules/custom and the various features.yml files).		No. Configuration organization within the base installation profile will be refactored.
163	It looks like you're currently running Drupal 9 for the main site. Do you have any documentation that will be available to the vendor on the specific code bases that you are looking for help with once you choose one?		no
164	Are there any custom modules that are currently being used, if so how are they being maintained?		There are custom modules and themes maintained by a central internal web development team,
165	Do you have a list of current integrations that will need to be supported across the various sites you mention? Examples		Current integrations include LDAP and Salesforce.

	include SSO, martek/webform integration, Ellucian Banner ERP, APIs, etc.		
166	Are you leveraging configuration management, config split, and other methods to move database configurations between environments, or features in the older Drupal 7 sites?		All drupal instances on the UK platform manage configuration storage via Drupal 9 config management APIs, in git (1 repo per site instance). We do not currently use config split.
167	Are any of the sites leveraging a singular code base and multiple databases (Drupal multisite) or are they each individual Drupal applications with their own unique code bases and databases?		No, the University Drupal platform uses individual instances with dependencies managed through Composer.
168	It looks like some of the colleges are on their own subdomains, ex: https://students.ca.uky.edu running Drupal 7. These appear to be different Drupal applications. Do you have a total count of how many additional sites there are?		No. There are > ~300 Drupal instances under *.uky.edu.
167	Is part of this scope to replatform/upgrade/migrate the Drupal 7 sites to Drupal 9?		Migration from Drupal 7 is potentially within the scope of this pricing contract.
168	How are the sites currently hosted? Are you on a managed platform (Acquia/Pantheon) on a private cloud (AWS/Azure), or on prem? As part of this do you have a dev/test/prod setup for Drupal?		Development uses ephemeral cloud environments (e.g. Gitpod). Staging and Prod are on-prem VMs. Deployment across environments is accomplished via Gitlab CI.
169	In 7.1 you mention a number of stakeholder interviews and discovery, is there a current backlog of items you're looking to use to enhance the current site that you can share? If so, is there another vendor or internal team managing the site currently? Would the vendor be working in conjunction with them, or will they inherit the application(s)?		<ol style="list-style-type: none"> 1. The backlog is not currently available 2. There is an internal team managing the codebase. 3. Vendor would be working in conjunction with the internal team.
170	In integrations you mention solr, but the site currently appears to be using Google search. Is the goal to replace this with solr?		SOLR is given as a potential index solution with established integration to Drupal; there are no specific plans to implement SOLR for site search.

171	Are you looking to leverage the current theme look and feel for the sites, or is part of this scope a redesign? If the goal is to keep the current theme, are you using a responsive framework (i.e. Bootstrap) and components (drupal paragraphs) to maintain look and feel as well as content?	<ol style="list-style-type: none"> 1. The current theme will be further developed. 2. The UK web platform does utilize drupal paragraphs.
172	In functional area 2 a number of different server side languages are mentioned, is the goal for this piece to develop using one of these languages and have it display into the appropriate website? Or are you looking to integrate into other systems outside of the website, like internal applications?	See #179
173	Do we need submit separately for each functional area mentioned in the RFP or all should come in one RFP?	You can submit the functional areas in one RFP response. It does not need to be separate.
174	<p>What web properties are included in the scope of work?</p> <ul style="list-style-type: none"> • Can you describe the scope/scale of each named property? <ul style="list-style-type: none"> ○ Functional requirements ○ Volume of content ○ Integrations • Are there specific properties targeted for the first year of partnership? 	<ol style="list-style-type: none"> 1. Unknown 2. Yes: uky.edu/academics
175	<p>Are there specific functional requirements that have been identified that you're looking for active development of?</p> <ul style="list-style-type: none"> • I.e. Do you have more details on "Defining or extending web platform base content models." (What base content models? How do you anticipate these models being extended? etc.) 	<ol style="list-style-type: none"> 1. Additional requirements and feature requests have been collected but not prioritized 2. Existing base content models include, news, people, and events. These will be extended as required by specific implementation or through alignment with enterprise content models of the same domain entities.
176	What, specifically, should be included in the fixed price bid for functional areas 1, 2, and 3?	See #8

177	Are there specific priorities that support the success of your Sustainability Strategic Plan?	no
178	Improvement to campus & community engagement is highlighted as a priority. What technology has UofK utilized to do this work?	unknown
179	You've listed ASP.NET , C, Java, Perl, PHP, Python, Ruby which is a wide range of languages and frameworks. Can you give more visibility to what languages UK is currently using and what systems you anticipate being in scope for this type of development?	The University's web platform is written in PHP (Drupal 9; Symfony). The requirements of other standalone applications are determined by individual units, centers, research labs, etc. and vary widely.
180	How will you be assessing pricing against your requirements detailed in your RFP?	See Section 5.0.
181	Who would we work with internally on this/these projects?	See question #18.
182	Are there internal Drupal Developers that have the ability to do maintenance? <ul style="list-style-type: none"> ○ Should training and capacity building should be added to response. 	<ol style="list-style-type: none"> 1. Yes 2. No
183	Who built your existing uky.edu website (and any other major properties)? <ul style="list-style-type: none"> • Are they still working with the University? • What is the nature of your current relationship with them? • Are they expected to respond to this opportunity? 	<ol style="list-style-type: none"> 1. NewCity (Blacksburg VA) 2. Yes 3. They are a regular vendor on university web projects 4. Unknown



UNIVERSITY
OF KENTUCKY

Purchasing Division

Request for Proposal

UK-2272-23

Proposal Due Date – 08/11/2022

Web Development Services



UNIVERSITY OF KENTUCKY

Purchasing Division

REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.:	UK-2272-23	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	07/11/2022	UNIVERSITY OF KENTUCKY
Title:	Web Development Services	PURCHASING DIVISION
Purchasing Officer:	Joyce French	411 S LIMESTONE
Phone:	859-257-9104	ROOM 322 PETERSON SERVICE BLDG.
		LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 08/11/2022 @ 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, 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, apply to the RFP.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

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

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

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

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

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

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

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1.0 DEFINITIONS

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

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

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

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

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

The term "purchasing agency" means the University of Kentucky, 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

This Request for Proposal (RFP) is being issued by the University of Kentucky to obtain proposals from qualified, experienced, financially sound, and responsible firms. The University is seeking to contract with qualified firms to provide web development services that are consistent with the graphics and web standards listed in section 6.27 of this RFP. The selected Contractors shall provide technical services and resources for one or more of the Functional Areas defined in section 4.6.

It is the intent of the University to award multiple contracts to offerors who can perform one or more of the Functional Areas specified in Section 4.6 below, whose offer conforms to the conditions and requirements of the RFP and is determined to be the most advantageous to the University. All contract offers will be based upon the criteria to be considered in the evaluation process as described in section 5.0 below.

Each Functional Area of services may have one or more offeror awards. Each offeror must successfully meet the criteria of the proposal and presentation stages. Price Contract(s) and Personal Service Contract(s) will be established from this RFP and will be available to all University of Kentucky departments. The contractors may be awarded single and/or multiple projects which will become University of Kentucky Purchase Orders for specific Web Services.

2.2 Background Information

The University of Kentucky maintains several Drupal CMS implementations (internally referred to as 'web platforms'). Contracted vendors will extend the functionality of these platforms, either contributing to the platform codebase directly, or developing individual websites that depend on the UK web platform. Development, code management, and deployment of this work will follow specific university web development guidelines.

Contracted vendors developing custom web applications will confer with central University IT or college-specific IT departments regarding web architecture and requirements to ensure what they are developing is compatible with the colleges', departments', and/or University's web environment.

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.

SUSTAINABILITY

Sustainability is an institution-wide priority for the University of Kentucky. We strive to ensure that all activities are ecologically sound, socially just, and economically viable, and that they will continue to be so for future generations. This commitment also prioritizes the integration of these principles in curricula, research, athletics, health care, creative works, and outreach. This principled approach to operational practices and intellectual pursuits is intended to prepare students and empower the campus community to support sustainable development in the Commonwealth and beyond. The UK Sustainability Strategic Plan guides these efforts (<https://www.uky.edu/sustainability/sustainability-strategic-plan>).

2.4 Supplier Diversity and Procurement

The University of Kentucky is committed to serve as an advocate for diverse businesses in their efforts to conduct business. Diverse Business Enterprises (DBE) consist of minority, women, disabled, veteran and disabled veteran owned business firms that are at least fifty-one percent owned and operated by an individual(s) of the aforementioned categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

The University is committed to increasing the amount of goods and services acquired from businesses owned and controlled by diverse persons to 10% of all procurement expenditures. The University expects its suppliers to support and assist in this effort.

Among the University's goals for DBE participation in procurement are:

- To ensure the absence of barriers that reduce the participation of diverse suppliers
- Educate vendors on "how to" do business with the University
- Support diverse vendors seeking to do business with the University in the areas of goods, services, construction, and other areas of procurement
- Encourage participation of qualified diverse vendors by directing them to agencies that can benefit from their product or service
- Provide resources for diverse vendors
- Sponsor events to assist diverse vendors in becoming active, responsible, and responsive participants in the University's purchasing opportunities

For additional information regarding how diverse suppliers may participate in this Request for Proposal, submit any questions to the Purchasing Officer as indicated in Section 3.2 by the Deadline for Written Questions date.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

Release of RFP	07/11/2022
Deadline for Written Questions	3 p.m. Eastern Time on 07/20/2022
RFP Proposals Due	3 p.m. Eastern Time on 08/11/2022
Offeror Presentations*	08/22/2022
Contract Award*	08/29/2022

***Note:** These are projected dates, and the timeline may fall outside of these 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:

Ms. Joyce French
 Purchasing Division
 University of Kentucky
 322 Peterson Service Building
 Lexington, KY 40506-0005
 Phone: (859) 257-9104
 Fax: (859) 257-1951
 E-mail: Joyce.French@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 website at: <https://purchasing.uky.edu/bid-and-proposal-opportunities>.

3.5 **Proposed Deviations from the RFP**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom 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 (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and two (2) printed copies in a single package, separate from the Financial Proposal.
- **Financial Proposal:** One (1) copy on an electronic storage device (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and two (2) printed 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 Disposition of Proposals

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

3.15 Alternate Proposals

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

3.16 Questions

All questions should be submitted by either fax or e-mail to the purchasing officer listed in Section 3.2 no later than the date listed in Section 3.1.

3.17 Section Titles in the RFP

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

3.18 No Contingent Fees

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

3.19 Proposal Addenda and Rules for Withdrawal

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

3.20 Requirement To Perform Vendor Onboarding and Registration

As a condition of award, and for any renewals performed during the life of the contract, successful Contractor agrees to register their company with PaymentWorks, Inc., the University's vendor onboarding application. Registration information will be provided by the Purchasing Division as part of the award process. During the vendor registration process, successful Contractor agrees to provide any applicable information pertaining to diversity demographics for their company. Further, should any company or diversity information change during the life of the contract, successful Contractor agrees to update this information in PaymentWorks as applicable.

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.

As part of the Executive Summary and Proposal Overview, Offeror shall submit with their response a summarized profile describing the demographic nature of their company or organization:

1. When was your organization established and/or incorporated?
2. Indicate whether your organization is classified as local, regional, national, or international.
3. Describe the size of your company in terms of number of employees, gross sales, etc.
4. Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?
5. Include other demographic information that you feel may be applicable to the Request for Proposal submission.
6. Offeror shall describe in detail their company’s commitment to diversity, equity, and inclusion. Information shall be provided as to the number of diverse individuals that the vendor employees as well as a description of vendors efforts to do business with Diverse Business Enterprises as they conduct their own business. In additional, please indicate the diversity nature of your company as well as ownership race/ethnicity.

Check One Only	Diverse Business Description (If Diverse Business, determine the classification that is the best description)	Internal Code
	Minority Owned (only)	10
	Veteran Owned and Small Business	100
	Minority and Woman and Small Business	110
	Minority and Woman and Veteran-Owned Business	120
	Minority and Veteran and Small Business	130
	Woman and Veteran and Small Business	140
	Minority and Woman and Veteran-Owned Small Business	150
	Woman Owned (only)	20
	Small Business (only)	30
	Veteran Owned (only)	40
	Minority and Woman Owned	50
	Minority and Small Business	60
	Minority and Veteran-Owned	70
	Woman Owned and Small Business	80
	Woman and Veteran-Owned	90
	Diversity not indicated	999

Race/Ethnicity	Check One
Asian	
Black/African American	
Hispanic or Latino	
Native American	
Native Hawaiian/Pacific Islander	
White	
Other	

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.

Our supply chains and business partnerships are an important aspect of this work. In your proposal, please (A) provide your company’s mission and vision relative to sustainability, and (B) how your company, through services, products, and partnerships, will help the University of Kentucky advance specific elements of the Sustainability Strategic Plan.

The offeror shall provide in the proposal information about the stability and skills within the organization. The following items shall be included:

1. A brief narrative describing the history of your firm and technical road-map for the next 6 to 18 months.
2. Identify the number of employees in your firm.
3. An explanation of what certifications the company has been awarded that applies to each Functional Area.
4. Provide multiple samples of previous work for each of the Functional Areas the offeror seeks to provide.
5. List all previous projects completed for the University of Kentucky and its affiliates and subsidiaries.

4.6 Criteria 2 – Services Defined

The offeror can choose to submit a proposal that responds to one or more of the Functional Areas listed below. The services required by the University for each of these Functional Areas are described section 7.1. Services to be provided should be completely listed and defined. An expansive description shall be provided to each of the Functional Area services that the offeror is submitting a proposal.

The offeror shall have staff with related experience in the Functional Areas for which they are submitting.

- Functional Area 1 – University Web Platform Development
- Functional Area 2 – Custom Web Application Development
- Functional Area 3 – Web Service Integrations

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 8.0. All financial information must be submitted in a sealed envelope under separate cover.

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

The offeror should show previous experience of successfully performing within each of the Functional Areas for which they are submitting, as described in section 7.1 below. Include a description of the project, deadlines successfully met, staff that performed on that project and client references (minimum of three). The client references shall include name, telephone number and address. The offeror must grant permission to the University to contact the references.

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.

Offeror shall describe in detail their company's commitment to diversity, equity and inclusion. Information shall be provided as to the number of diverse individuals that the vendor employees as well as a description of vendors efforts to do business with Diverse Business Enterprises as they conduct their own business.

5.0 EVALUATION CRITERIA PROCESS

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

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

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors 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 until June 30, 2024 and is renewable for up to three (3) additional two-year renewal periods. Renewal shall be contingent upon the University's satisfaction with the services performed. A Personal Service Contract will be completed with the Notice of Award of Price Contract.

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 Appearance Before Committee

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

6.5 Additions, Deletions or Contract Changes

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

6.6 Contractor Cooperation in Related Efforts

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and

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

6.7 Entire Agreement

The RFP 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.

6.8 Governing Law

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

6.9 Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act

To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

6.10 Termination for Convenience

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

6.11 Termination for Non-Performance

Default

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

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

Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

Notification

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

6.12 Funding Out

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

6.13 Prime Contractor Responsibility

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

6.14 Assignment and Subcontracting

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

6.15 Permits, Licenses, Taxes

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

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

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

6.16 Attorneys' Fees

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

6.17 Royalties, Patents, Copyrights and Trademarks

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

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

6.18 Indemnification

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

6.19 Insurance

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

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

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.

6.20 Method of Award

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

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

6.21 Reciprocal Preference

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the University will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively.

Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

6.22 Reports and Auditing

Contractor shall provide a quarterly report to the University of all product(s) and/or service(s) based on an Excel template provided by the Purchasing Division. The template will require basic line item order information to include, but not limited to: purchase transaction date, purchase order number, product/catalog number, description, UOM, price each, extended price, invoice number, etc. The Excel reporting template is available upon request from the Purchasing Division and is subject to change. The Excel template provided by the Purchasing Division is the only reporting format that may be used; Contractor-submitted reports based on internal reporting or templates will not be accepted. The reporting date structure shall follow the below outline and begin with the quarter in which the contract is executed. The date of the purchase order (or other transaction type that may be used with the Contractor (e.g., procurement card)) shall determine the quarter in which the transaction is to be reported.

In addition to the aforementioned quarterly reporting of goods and services, contractors are also required to report summary dollar amounts of goods and services sold to the University via the resulting contract and originating from diversity Tier 2 or subcontractors affiliated with company. Quarterly reports for Tier 2 diverse suppliers/subcontractors must accompany the standard quarterly report requirement. Due to the broad array of diversity reporting utilized, the University does not require specific classifications of diverse purchases; the successful contractor may report Tier 2 purchase amounts as produced by their information systems and with sub-classifications as they are available. If the successful contractor does not have any Tier 2 reporting for diverse suppliers to accompany their quarterly report submissions, they must indicate this when submitting their standard quarterly reports.

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

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

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

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

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

6.23 Confidentiality

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

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

6.24 Conflict of Interest

This Request for Proposal and resulting Contract are subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky's Ethical Principles and Code of Conduct (www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an offeror 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 RFP.

6.25 Personal Service Contract Policies

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

A. Professional Service Rate Schedules:

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

B. Invoicing of Personal Service Contracts:

The Kentucky Model Procurement Code was recently amended to establish conditions for invoicing 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: <https://apps.legislature.ky.gov/moreinfo/contracts/PSC%20INVOICE%20FORM.pdf>.

6.26 Copyright Ownership and Title to Designs and Copy

The contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by the contractor hereunder to be a work made for hire. The contractor acknowledges and agrees that the work and all rights therein, including (without limitation) copyright, 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.

6.27 University Brand Standards

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at <http://www.uky.edu/prmarketing/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://ukhealthcare.uky.edu/staff/brand-strategy>.

Contractor warrants that its products or services provided hereunder will be in compliance with all applicable Federal disabilities laws and regulations, including without limitation the accessibility requirements of Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. 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.

6.28 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 Requirement for Contract Administration Fee

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

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

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

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

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

6.30 Payment Terms

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

1. The University utilizes Payment Plus (e-payables) as its primary default form of payment. By enrolling in Payment Plus, suppliers can receive payments immediately (all invoices will be paid immediately upon confirmation of goods receipt and invoice). The process is electronic and the supplier receives real-time payment notices. Additional information regarding Payment Plus (and enrollment form) can be found at: <https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form>.
2. Payments by check. Payment terms for check payments are Net-30.
3. Individuals receiving payments from the University that require ACH direct payments will only be processed under special circumstances as approved by the Controller's office. Payment terms for ACH are Net-40.

7.0 SCOPE OF SERVICES

7.1 Detailed Services Defined

Functional Area 1 - University Web Platform Development

Utilize one of the three existing university web platforms (those supported by Marketing & Brand Strategy, University Research, or UK HealthCare) to enable the structuring, authoring, and presentation of university web communications.

This includes:

- Documentation and management of development requirements through stakeholder interviews and other discovery processes.
- Defining or extending web platform base content models.
- Defining and developing presentational components in patterns consistent with UK web platforms and University Brand.
- Integrating custom or Drupal community-contributed extensions as needed.

Offerors shall provide one or more examples of developing websites using a UK web platform, or a similar resource for another large institution. Offerors shall provide one or more examples of websites and an approximate cost in the number of hours required to develop the example web sites. Offerors shall list all languages and development environments for which they have experience.

Functional Area 2 – Web Application Development

Server-side scripting in various languages (e.g., ASP.NET, C, Java, Perl, PHP, Python, Ruby, etc.).

Includes development and/or implementation of server-side applications, or modules for existing applications. May require DBMS development, deployment, or interaction, use of various protocols to interfaces with other campus services, and/or the development/maintenance of associated software tools. May include items such as reporting and data visualization tools.

Offerors shall provide one or more examples of web applications, specific interface protocols and an approximate cost in the number of hours required to develop the example web application(s). Offerors shall list all languages and development environments for which they have experience.

Functional Area 3 – Web Service Integrations

The deployment, configuration, and/or integration of enterprise data systems with websites or other web interfaces. This may include the creation of backend applications that integrate with existing enterprise data services, such as Salesforce CRM, Slate CRM, SAP/HANA, ADFS, SOLR, or solutions that integrate backend services with web communications properties.

Offerors shall provide one or more examples of a web service integration project, and an approximate cost in the number of hours required to develop the example web application(s). Offerors shall list all languages and development environments for which they have experience.

7.2 Optional Services

Offeror may provide any optional services that the Offeror wants the University to consider.

8.0 FINANCIAL OFFER SUMMARY

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

8.1 Mandatory Services (Section 7.1)

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

8.2 Optional Services (Section 7.2)

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

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

8.3 Alternate Pricing

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

Additional Financial Commitment

In addition to the financial offers, please propose a financial commitment to assist the University. Options may include a signing bonus, scholarships, internships, commitment to hire University Graduates or a (%) percentage rebate.



University of Kentucky - Web Development Services

RFP # UK-2272-23

Technical Proposal

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Year founded and the number of consecutive years in business	6
Indicate whether your organization is classified as local, regional, national, or international.	6
Describe the size of your company in terms of number of employees, gross sales, etc.	6
Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?	6
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Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form



UNIVERSITY OF KENTUCKY Purchasing Division

REQUEST FOR PROPOSAL (RFP)

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully. PROPOSAL NO.: UK-2272-23 RETURN ORIGINAL COPY OF PROPOSAL TO:

Issue Date: 07/11/2022

Title: Web Development Services Purchasing Officer:
Joyce French

Phone: 859-257-9104
UNIVERSITY OF KENTUCKY
PURCHASING DIVISION
411 S LIMESTONE
ROOM 322 PETERSON SERVICE BLDG. LEXINGTON, KY
40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 08/11/2022 @ 3 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 RFP. When the RFP includes construction services, the University's General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/cophome.htm, apply to the RFP.
- 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, 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 RFP, 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; 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;
- 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:	NAME OF COMPANY: Northern Commerce Inc	DUNS # 203646488
PROPOSAL FIRM THROUGH:	ADDRESS: 300 Wellington Street #200	Phone/Fax: +1 866-930-4608
PAYMENT TERMS:	CITY, STATE & ZIP CODE: London, Ontario, N6B 2L5	E-MAIL: info@northern.co
SHIPPING TERMS: F. O. B. DESTINATION PREPAID AND ALLOWED	TYPED OR PRINTED NAME: Kyle Crichton	WEB ADDRESS: Northern.co
FEDERAL EMPLOYER ID NO.:	SIGNATURE: <i>Kyle Crichton</i>	DATE: 08/16/2022



Transmittal Letter

The Northern Commerce team is excited about the opportunity to work with the University of Kentucky to provide Web Development Services.

We are confident that we can deliver the required functionality on schedule and provide the services outlined in the RFP's Scope of Work, with excellence.

We live and breathe Drupal - the technology, design, strategic planning, marketing and integrations, and all its implementation considerations. We are keen to put over 19 years of open-source experience to work for you. Our Drupal development team includes experts in Drupal 9, accessibility and responsive design, security, custom feature development, multilingual configuration, third-party system integrations, and more. We will be handling all of the required development and support elements of this project entirely in-house from our head office in London, Ontario, Canada.

We have downloaded all addenda and documents related to this RFP issued by the University, and have carefully read and examined all information provided. By submission of this Proposal, we agree to all the terms and conditions of the RFP, and to any Contract which may result from the proposal. Additionally, we accept financial responsibility for any potential travel expenses incurred as a result of this RFP.

Northern does not require any exceptions or deviations from the RFP requirements, and no confidential information has been disclosed in this proposal.

This proposal shall remain valid for six months from the closing date for this opportunity.

In the pages of this proposal, we have outlined our understanding of the project scope, how we intend to deliver the solution, what will provide the University of Kentucky with the most value, our qualifications for the task, and a detailed pricing plan and timeline.

I will be your main point of contact for any questions that you may have about this proposal.

Thank you for your consideration.

Victor Harris
Growth Director
Northern Commerce Inc.
vharris@northern.co
1-866-930-4608

Executive Summary and Proposal Overview

<p>Year founded and the number of consecutive years in business</p>	<div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;">  <p>Founded in 2010 Merged with NORTHERN in 2015</p> </div> <div style="text-align: center;">  <p>Founded in 2009 Merged with NORTHERN in 2015</p> </div> <div style="text-align: center;">  <p>Founded in 2002 Merged with NORTHERN in 2020</p> </div> </div> <p>A privately-owned corporation headquartered in London, Ontario, Canada, Northern was founded in 2015 with the merger of digital marketing agency ATMOS and eCommerce firm inspiratica. In 2020, Northern acquired the 100-person Drupal Open Source development firm, Digital Echidna (founded 2002), to create the first of its kind, full-service, digital experience agency. The former owners and several senior team members from ATMOS, inspiratica, and Digital Echidna, make up Northern's leadership team.</p>
<p>Indicate whether your organization is classified as local, regional, national, or international.</p>	<p>International - Canada & United States</p>
<p>Describe the size of your company in terms of number of employees, gross sales, etc.</p>	<p>200 employees</p>
<p>Is your company certified as small business, minority-owned, women-owned, veteran-owned, disabled-owned, or similar classification?</p>	<p>Northern is not certified as a small, minority, women, veteran, or disabled-owned business. However, Northern is a certified diverse supplier and Rainbow Registered through the CGLCC, Canada's LGBT+ Chamber of Commerce, which offers vetted validation towards our commitment to inclusivity.</p>



Offeror shall describe in detail their company's commitment to diversity, equity, and inclusion.

Diversity, equity, and inclusion have been critical components of Northern's vibrant culture and continued success.

Of Northern's 200 employees, 45 percent identify as female and 50 percent of department leaders at Northern are represented by women. Northern invests in external workshops led by women to provide its employees with female perspectives outside of its own.

Northern has been named on the 2021 and the 2022 list of Best Workplaces for Women.

The list for this recognition is based on direct feedback from employees of the hundreds of organizations that were surveyed by Great Place to Work®. To be eligible for this list, organizations must be Great Place to Work Certified™ in the past year, headquartered in Canada, have a minimum of 15 female employees, and at least 90 percent of employees must agree that people are treated fairly regardless of their gender.

Rainbow Registered

Northern is a certified diverse supplier and Rainbow Registered through the CGLCC, Canada's LGBT+ Chamber of Commerce, which offers vetted validation towards our commitment to inclusivity.

Canada's LGBT+ Chamber of Commerce 2021 Business of the Year

This award celebrates a business that is owned and operated by an LGBT+ individual that has made a significant contribution to the LGBT+ community in Canada.







By actively fostering equity and diversity in the workplace, we're creating an environment that celebrates the things that make each of us unique. Bringing together individual experiences from different races, genders, sexual orientations, and abilities provides us with new and distinct perspectives on the world, making our teams more impactful.

Northern's DE&I Committee

This is a cross-functional, representative body working to proactively advance the culture of diversity, equity, and inclusivity at Northern through:

- ▶ Developing educational programs;
- ▶ Facilitating awareness events, activities, and campaigns;
- ▶ Reviewing and modifying corporate policy and procedures;
- ▶ Providing leadership and guidance on all matters related to DE&I;
- ▶ Identifying and removing systemic barriers; and
- ▶ Providing equitable support to all employees to allow them the ability to excel to the fullest extent of their abilities.



	<p>Best Workplaces in Ontario</p> <p>Best Workplaces™ for Giving Back</p>	<p>Best Workplaces for Mental Wellness</p> <p>Best Workplaces™ for Women</p>	<p>Best Workplaces for Today's Youth</p> <p>Best Workplaces™ in Professional Services</p>	     
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Criteria 1 - Offeror Qualifications

At Northern, we strive for **excellence.**

Northern Commerce Inc. is an award-winning, full-service digital experience agency, based in London, Canada. We unite creativity, technology, and performance marketing to create immersive digital experiences for leading brands in their pursuit of digital transformation.

Northern was founded by a group of innovators with a passion for technology, design, and performance-based results. Today, our team consists of 200 highly motivated individuals who share that same enthusiasm and a drive to push the boundaries of digital.

The Northern brand was established with the merger of digital marketing agency ATMOS and eCommerce firm inspiratica. The company subsequently acquired Digital Echidna, an open source development firm specializing in WordPress and Drupal.



Founded in 2010
Merged with NORTHERN in 2015



Founded in 2009
Merged with NORTHERN in 2015



Founded in 2002
Merged with NORTHERN in 2020



Let's work together: **Key differentiators.**

Holistic Approach to Solving Client Challenges

Your account will include professionally-certified project managers, who live and breathe project success. They become virtually entrenched in your organization and, in turn, become an expert in regard to your requirements and expectations.

UX Certified Research & Design Team

Northern has been an active proponent of UX research for several years. We've committed to continued training to enhance our experiential knowledge, believing that the combination of official certification and experience ensures that we follow best practices and provide a solid foundation upon which UX research can be developed.

Web Leading Practice and Customer Experience Research

Clients have engaged Northern to conduct national and international research on leading web practices, service innovation, and CX/UX lessons learned since 2010. We've performed benchmark comparisons of hundreds of websites and have developed customer experience frameworks and models to perform heuristic assessments of digital experiences against best-in-class characteristics.

Multilingual and 'Glo-cal' Marketing Capabilities

Our team has deep experience managing and designing globally reaching websites with localized content delivered in multiple languages.

Size of Team

With 200 employees (80 percent on the delivery team), we can mitigate capacity and scheduling concerns while providing access to a diverse talent pool to meet your unique needs.

SEO & Search Partnership Designations

Northern holds the highest level of partnership designations with all major search and social advertising platforms. These designations are the result of high-performance real-life campaigns.

Google Premier Partner

Northern is part of a select group of global digital specialists that Google recognizes as Premier Partners, acknowledged as the best-in-class for client satisfaction. Northern won the **2021 Google Premier Partner of the Year** in two of only six categories; this marks the second consecutive win for Northern, competing against thousands of Google agencies across North America.

Specialized Experience in Higher Education

Our team has been building online experiences for higher education and government institutions for over 19 years, primarily on Drupal. We know the space and technology required for this sector, inside and out. Working in this environment takes a certain balance of people skills, creativity and technical expertise, and we have it.



Partnerships with Local Colleges and Universities

Northern has access to a talent pipeline through our relationships with local universities and colleges. These institutions offer specialized programs tailored to the skills that are in demand within the digital creative sector. Some courses have been created using Northern's thought leadership in emerging technologies.

Northern's Core Values

Northern is committed to living its core values of **innovation**, **community**, and **excellence**. We put our core values to work in the following ways:

At work

We collaborate and push boundaries to deliver future-focused solutions that help our clients grow in the vast digital landscape.

With our team members

Respect and collaboration are woven into the fabric of our team, which fosters a sense of belonging that extends far beyond the scope of work.

Within the community

We support our community with genuine compassion and care, and lift others up to commemorate accomplishments and milestones.

For ourselves

We thrive on curiosity and learning, and dedicate ourselves to creating the best version of "me" through personal and professional development.

Sustainability

Northern complies with all relevant environmental legislation and regulations. At a management review meeting, environmental, health, and safety (EH&S) objectives are established annually and reviewed for continuing suitability. EH&S legislation and regulations are considered when setting organizational goals. This policy is documented, implemented, and maintained in our environmental management system. We encourage and welcome comments and input from all employees. This policy is communicated to all persons working for or on behalf of Northern.

Our commitment to the environment has the following organizational policy objectives:

- Conserve natural resources by reusing and recycling materials, purchasing recycled materials, and using recyclable packaging and other materials.
- Work towards reducing our organizational carbon footprint by encouraging the use of technology to facilitate as many customer interactions as possible.
- Ensure the responsible use of energy throughout our business, including conserving energy, improving energy efficiency, and giving preference to renewable over non-renewable energy sources when feasible; and
- Meet or exceed all applicable government requirements and voluntary requirements to which the company subscribes.

Every employee and every contractor on company premises is expected to follow this policy and to report



any environmental, health, or safety concerns to management. Managers are expected to take prompt action.

As advocates for a cleaner, greener community, we care about reducing our environmental impact. We do this through occupancy-sensor LED office lighting, high-efficiency fixtures, and 100% recycled paper initiatives.

Recognition

Awards for Client Work (2019 - present)

- Acquia Engage Award, Leader of the Pack: Energy/Utilities: London Hydro (2021)
- Acquia Engage Award, Leader of the Pack: Education: Albany Law School (2021)
- Canadian Search Awards (2021)
- Tech Alliance Limitless - Game Changer Award - Finalist (2021)
- Clutch Top Web Designers (2021)
- Clutch Top 500 B2B Leaders in Canada (#4, #38), Development & IT Services (2021)
- Clutch Top B2B Companies in Canada (#13, #33), Developers (2020)
- Clutch Global Top 1000 B2B Companies (2020)
- Acquia Engage Award, Higher Education: University of Virginia (2020) - Finalist
- Acquia Engage Award, Innovation in Open Marketing: Napoleon Grills (2020) - Finalist
- Canadian Search Awards - Best Large Integrated Agency (2020)
- Canadian Search Awards - Silver Award: Best in PPC for Automotive (2020)
- Virtuoso Awards - Award of Excellence for Corporate Social Responsibility: Nature Fresh Farms Holiday Giveaway (2020)
- Acquia Engage Award, Leader of the Pack (2019)
- Acquia Engage Award, Excellence in Digital Marketing, Napoleon Grills (2019)
- IMA Award, Best Consumer Goods Website: Napoleon Grills (2019)

Equity, Diversity and Inclusion

By actively fostering equity and diversity in the workplace, we're creating an environment that celebrates the things that make each of us unique. Bringing together individual experiences from different races, genders, sexual orientations, and abilities provides us with new and distinct perspectives on the world, making our teams more impactful.

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Rainbow Registered

Northern is a certified diverse supplier and Rainbow Registered through Canada's LGBT+ Chamber of Commerce (CGLCC), which offers vetted validation towards our commitment to inclusivity.

CGLCC Business of the Year

Northern is the 2021 CGLCC's Business of the Year. This award celebrates a business that is owned, operated, and controlled by an LGBT+ individual that has made a significant contribution to the LGBT+ community in Canada.

Best Workplaces for Women

Northern has also been named to the 2022 list of Best Workplaces™ for Women. Northern received this honour after a thorough and independent analysis conducted by Great Place to Work® Canada.

Truth and Reconciliation

At Northern we are passionate about all that we do. Northern Cares is an extension of the Northern Commerce brand and provides a platform for our corporate philanthropy and charitable initiatives.

Northern supports the following programs:



Ontario Native Literacy Coalition
Moving forward to better serve the native stream.

Read Client Reviews on Clutch.co

Did you know that you can read detailed project reviews from over 55 different Northern clients, online? Everything from timeline to **price** is included. Clutch.co is a third-party review service that interviews our clients post-project. We do not pay for or sponsor this service, so you know what you are reading is the truth. We are proud of our five star rating.

Visit Northern's Clutch profile, online: <https://clutch.co/profile/northern-commerce>

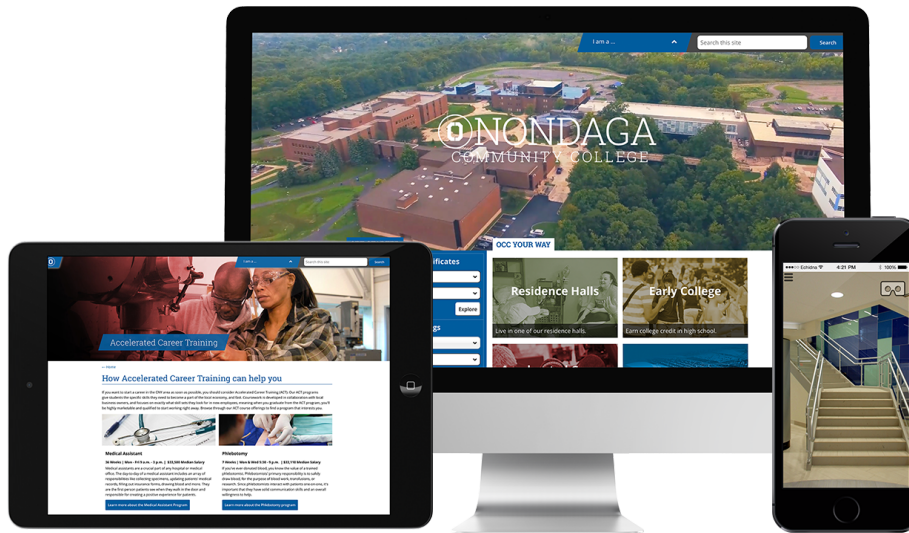




Samples of Previous Work

We have included three higher education case study examples showcasing our Drupal CMS experience, including substantial content migration, security and accessibility compliance updates, and a multisite employing composable templates.

SUNY Onondaga



Freed from the restrictions of its licensed Ektron platform, SUNY Onondaga Community College benefits from the open-source community powering Drupal, and the ease of use the administration interface allows.

OCC's primary need was in back-end web development, migration, and Drupal integration.

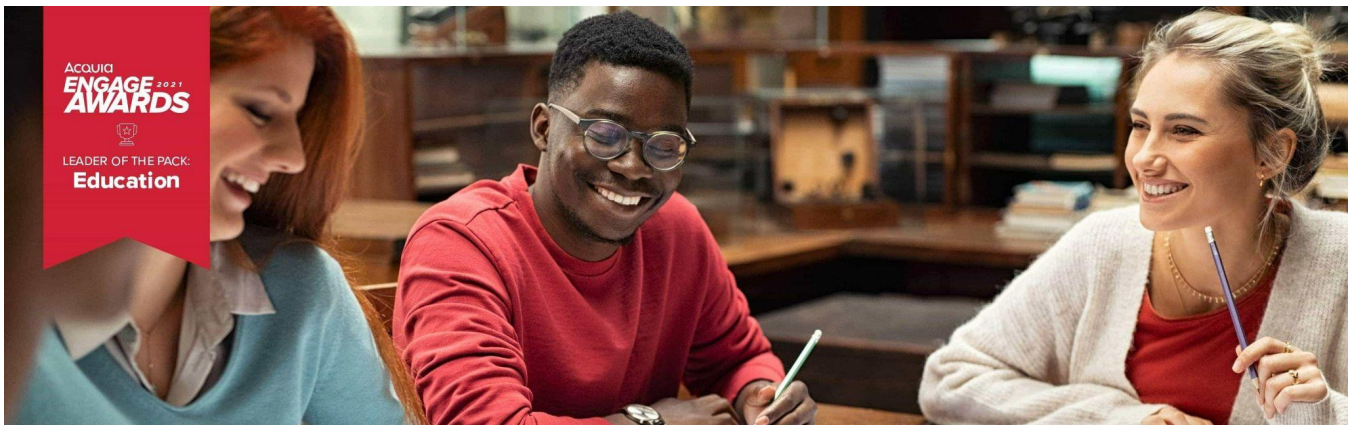
Northern proposed a phased project approach to allow for a faster release of a Minimum Viable Product and ease of Drupal training or onboarding. OCC managed the wireframes and design iterations, using Northern for user testing and for configuring the approved design into Drupal front-end theming. Starting with the main college website, the migration process offered an opportunity for spring cleaning – removing unnecessary or outdated content and introducing efficiency into the data architecture. Finished content is accessible and searchable with the SOLR search engine.

The Drupal-centric hosting platform, Acquia Cloud Platform, takes the infrastructure maintenance off internal staff and provides robust uptime and peace of mind. Tasks that previously required a developer to modify code or work with Ektron's configuration settings are now easily editable within the Drupal administration interface, saving both time and money for the organization.

Some integrations were completed as part of phase one, others in phase two:

- Colleague by Ellucian. Used to display course information throughout the site along with a faculty and staff directory
- RSS feeds for events and sports calendar
- Notification system for class cancellations
- 25Live software integration

Albany Law: A Multisite Digital Experience



Albany Law partnered with Northern to develop a digital experience that represents all of Albany's seven law centers while remaining true to their brand and providing an intuitive user experience for prospective students.

Albany Law School is an American Bar Association accredited law school situated in New York's capital. Offering a wide variety of courses, seats in law clinics, seminars, and co-curricular offerings, Albany Law prides itself on experiential learning inside and outside the classroom.

Albany Law partnered with Northern to develop a digital experience that represents all of Albany's seven law centers while remaining true to its brand and providing an intuitive user experience for prospective students.

The Challenge

Albany Law's legacy website was built on an outdated Sharepoint environment, with a design that did not meet their primary audience's needs. Outdated functionality pieced together with multiple integrations posed difficulties for internal staff to manage content and lacked flexibility. Overall, Albany Law wanted to ensure that the

site content reflected its brand, highlighted its key differentiators, and was easy to follow for prospective students.

To convert prospective students into applicants and registeerees, Albany Law needed a new digital experience that would support students through the three phases of their decision-making process: exploration, validation, and execution. The new platform needed to promote its brand with new cohesive positioning throughout, and to present a unified user experience across their subsites for their centers.

The Strategy

Prior to Albany Law's website redevelopment, Northern conducted multiple discovery sessions with internal stakeholders to understand their experiences with the legacy website and identify their needs. Northern discovered that the legacy Albany Law website was misaligned towards its



target audience, which prevented effective facilitation of prospective students' successful exploration, validation, and action journey. From discovery to launch, Albany Law partnered with Northern to ensure their audience's needs and internal needs were aligned. Despite the challenges and process disruptions associated with the onset of the global covid-19 pandemic, Northern quickly adapted with an entirely remote discovery phase using digital technologies for user research, whiteboarding, focus groups, and more.

Primary audience alignment

In alignment with a newly defined primary audience of prospective students and supporting a primary goal to get more students to apply to Albany Law, Northern recommended the refinement of content targeted towards the prospective student market and supporting secondary audiences and goals. Northern partnered with Albany Law to build their key pages and content architecture to create an intuitive user experience that showed Albany Law at its best. By developing new information architecture, the site is better positioned to align with several of the college's overall goals. Albany Law's seven Centers were integrated using subsite functionality, each with its own unique theme and navigation structure.

Seven sites integrated into one with custom search

The Results

- 2021 Acquia Engage Award Winner, Leader of the Pack in Education
- Page load times increased speed, from 3.72 seconds to 1.43 seconds
- Page size was reduced from 6.7 MB to 3.1 MB

To complement the new site architecture and to help users find the information they need, Northern implemented a SOLR faceted site search via Azure which breaks results into categories. Two custom search functions were created, one for the program and course search block, and a second for the enhanced staff directory. The course directory pulls course content into the website, and updates are automatically added. Course information can be populated throughout the site, and content managers only need to change course information in one location. Single-sign-on access via Azure allows students and staff to remain logged in across all Albany Law properties, creating a smoother user experience.

Brand Management with Acquia Site Studio

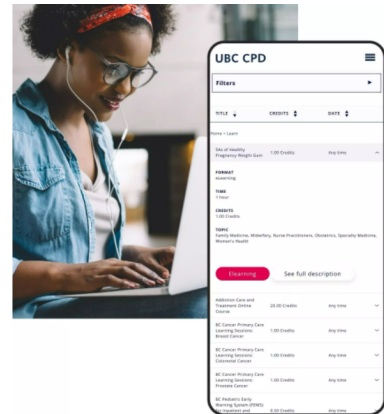
With the implementation of Site Studio, all Albany Law centres use the most updated branding and allow Albany Law's positioning and key differentiators to shine. Site Studio makes the site code and styles available through a drag and drop interface, which allows Albany Law's internal team to make changes without external development assistance. Content editors can see what they're building and build more quickly without needing to code, using the visual page builder. By using Groups for internal user roles and permissions, each department has access to make changes exclusively to their own group's content.



The University of British Columbia, Faculty of Medicine, Division of Continuing Professional Development

The University of British Columbia, Faculty of Medicine, Division of Continuing Professional Development (UBC CPD) offers courses, programs, resources, and support for over 50,000 healthcare professionals, helping it optimize its clinical practices and improve its patient care.

UBC CPD partnered with Northern to rebuild its website, creating a more personalized digital experience better tailored to its learner's preferences while keeping it compliant, intuitive, and scalable.



Compliant enhancements

Northern designed the new website to be GDPR (General Data Protection Regulation) compliant. The new features from the Drupal upgrade allow for an improved user experience for healthcare professionals and administrators. The enhanced analytics tracking equips the staff with ongoing insights and helps guide new personalization features.

Enhanced administration

The new CMS equips UBC CPD's 35 content editors and over 600 external contributors with varied user roles and permissions to manage workflows and collaborate better. The creation of component-based content types allows complete flexibility for editors to manage content across UBC CPD's website.

Easy registration for courses

An essential goal for UBC was to ensure a user-friendly and efficient course registration for its learners. Internal staff can now easily administer and process registrants, develop new courses and manage learner information. Its eLearning platform and training management

system are integrated with its new CMS, acting like one system. New and returning learners can discover new learning opportunities within the fully searchable listing of UBC CPD's courses, programs, resources, and support. And UBC CPD can keep learners up-to-date via its Salesforce CRM.

Fluid learning across platforms

Healthcare professionals can now register and complete courses without ever leaving the UBC CPD web experience. Integration of the website CMS with its existing eLearning platform and training management system and single-sign-on access across platforms makes it feel like one cohesive system for learners and administrators. And data is shared across systems and with some external systems, such as its Salesforce CRM.

Northern continues working with UBC CPD to monitor its digital platform, and the analytics from the CMS helps to prioritize and guide enhancements.



Higher Education Experience

Although Northern has not previously worked with the University of Kentucky, we are highly experienced in the Higher Education sector and have partnered with educational institutions across North America to transform and enhance their digital presence. Here is a sample of our Higher Education clients:

American Institutions

2017 - present

- Albany Law School
- Canisius College
- Dartmouth College
- Institute of International Education
- The Juilliard School
- SUNY Maritime
- SUNY Morrisville
- SUNY Old Westbury
- SUNY Oneonta
- SUNY Onondaga
- University of Minnesota*
- University of Oklahoma
- University of Virginia, Law
- University of Washington*

Canadian Institutions

2018 - present

- Assiniboine College
- Confederation College
- Fanshawe College
- George Brown College
- Laurentian University
- McGill University
- Mohawk College
- Ontario Federation of School Athletic Associations
- Ontario Physical Health Education Association
- Richard Ivey School of Business
- St. Lawrence College
- Selkirk College
- St. Francis Xavier University
- University of British Columbia
- University of Calgary
- University of Toronto*
- University of Toronto School of Continuing Studies
- University of Toronto Leslie Dan Faculty of Pharmacy
- University of Toronto Faculty of Kinesiology & Physical Education
- University of Toronto New College
- University of Toronto Scarborough Campus
- University of Waterloo
- University of Windsor
- Western University
- York University, Lassonde School of Engineering

*Northern is a vendor of record/ preferred supplier



Criteria 2 - Services Defined

Northern Commerce is a full service digital agency. Based on the needs outlined within the functional areas, our skills and services are best aligned with the following deliverables.

Functional Area(s)	Northern Services
Functional Area 1 – University Web Platform Development	Yes
Functional Area 2 – Custom Web Application Development	No
Functional Area 3 – Web Service Integrations	Yes

Based on the 3 functional areas outlined in the RFP, Northern’s services are most aligned with Functional Areas 1 and 3.

Functional Area 1 – University Web Platform Development

Northern is able to provide support for the following services (from the RFP document):

Utilize one of the three existing university web platforms (those supported by Marketing & Brand Strategy, University Research, or UK HealthCare) to enable the structuring, authoring, and presentation of university web communications.

Northern’s understanding is that the underlying technology platform will be Drupal.

This includes:

- ▶ Documentation and management of development requirements through stakeholder interviews and other discovery processes.
- ▶ Defining or extending web platform base content models.
- ▶ Defining and developing presentational components in patterns consistent with UK web platforms and University Brand.
- ▶ Integrating custom or Drupal community-contributed extensions as needed.

Offerors shall provide one or more examples of developing websites using a UK web platform, or a similar resource for another large institution. Offerors shall provide one or more examples of websites and an approximate cost in the number of hours required to develop the example web sites. Offerors shall list all languages and development environments for which they have experience.

The following pages contain information about Northern’s experience providing similar services to other higher education institutions.

Functional Area 3 – Web Service Integrations

Northern is able to provide support for the following services (from the RFP document):

The deployment, configuration, and/or integration of enterprise data systems with websites or other web interfaces. This may include the creation of backend applications that integrate with existing enterprise data services, such as Salesforce CRM, Slate CRM, SAP/HANA, ADFS, SOLR, or



solutions that integrate backend services with web communications properties. Offerors shall provide one or more examples of a web service integration project, and an approximate cost in the number of hours required to develop the example web application(s). Offerors shall list all languages and development environments for which they have experience.

Most of the solutions that Northern develops require integrations with third party platforms. Our team has experience completing integrations with CRM solutions, including Salesforce, search experiences using Apache Solr, integration with student information systems and integrations with single sign on frameworks. Based on Drupal's API first approach, integrations with most third party systems can be completed quite successfully.

If further clarification is needed, our team would be happy to provide more details and/or insights.



Drupal Experience and Expertise

With 200 digital specialists in-house your project is in good hands. Northern exclusively favors the Drupal CMS and is a recognized leader in training, mentorship and in the overall global Drupal community. Northern's projects are often ambitious in scope, encompassing a variety of channels and technologies: websites, social media platforms, analytics, CRMs, ERPs, and third-party apps. We have a stellar reputation in the Drupal development space.

Acquia Certification

Northern undergoes continuous learning efforts to ensure a steady increase of both skill and knowledge. All development team members have Acquia certifications for their relative areas of expertise, including Drupal developer versions 7, 8 and 9; front end, back end specialists, site builders, and expert certifications.

<https://certification.acquia.com/northern>



Drupal.org Certified Partner

Northern is a Drupal Certified Partner of Drupal.org. We have been acknowledged as an agency of the Drupal.org project who goes above and beyond, meeting additional criteria of contribution back to the Drupal Project, as well as providing vetted case studies of client work.

<https://www.drupal.org/organizations>



Drupal Open Source Contribution, Corporate

Northern participates in Drupal.org contributions and leverages the power of open source by building on previously-created solutions. We encourage our developers to contribute code back to the Drupal project, and provide time for research and development.

<https://www.drupal.org/node/1705754>

4 support contributor roles

48 projects supported

18 credits/issues fixed

Drupal Open Source Contribution, Local

Drupal User Groups is a global initiative by Drupal.org. There is a Drupal meetup in nearly every major city across North America. Northern sponsors the London, Canada Drupal User Group meetup known as LonDUG. This Meetup was formed in 2011 and brings together Drupal developers and users to share knowledge and learn from one another.



Triple Certified Drupal Experts

Certification experience directly impacts your project as it illustrates the ability to take Drupal out of the box and create a best of class site design and execution to ensure it offers a rich and engaging user experience. An Acquia Triple Certified Drupal Expert (formerly known as a Drupal Grand Master) is a Drupalist who has demonstrated advanced Drupal expertise by successfully achieving certification in the Acquia Certified Developer, Acquia Certified Back End Specialist and Acquia Certified Front End Specialist exams.

To have anyone reach the highest level of Drupal certification available - to be an Acquia Triple Certified Drupal Expert - is rare. At Northern, there are three. These individuals are specialists in integration and customization of web spaces and will be employed on your project when and where the complexity calls for such a level of expertise or quality assurance.

Northern employs three Triple Certified Drupal Experts



Dylan



Travis



Shunyi

Reputation

Northern regularly attends, sponsors, and has been invited to present dozens of sessions at DrupalCon, Drupal Camps and Drupal User Groups. Drupal prides itself on being inclusive and welcoming, and the community hosts many different kinds of conventions and conferences. Some activities that Northern has participated in, below:

- DrupalCon Portland 2013, 2022 (sponsor)
- DrupalCon 2021 Virtual (sponsor, presenter)
- Global DrupalCon 2020 Virtual Conference (sponsor, presenter)
- DrupalCon Seattle 2019 (sponsor, presenter)
- DrupalCon Nashville 2018 (sponsor, presenter)
- DrupalCon Vienna 2017 (participant, presenter)
- DrupalCon Baltimore 2017 (sponsor, participant, presenter)
- DrupalCon New Orleans 2016 (sponsor, participant, presenter)
- DrupalCon Los Angeles 2015 (sponsor, participant, presenter)

Resources

Organizational Reporting Structure



Erin Brinen
Director Client
Experience



Amber Dean
Director Project
Management



Yan Zhang
Senior Director of
Delivery



Brooke Bondy
Director of Marketing
Services

Northern is a mature agency that operates with good governance to ensure clients receive appropriate resource planning and service.

Account Management is overseen by Northern's Director of Client Experience, Erin Brinen (2011 - present). She is responsible for orchestrating the ultimate client experience and client journey through Northern. Eleven account managers and account coordinators meet monthly to review resource planning and reporting.

The Project Management Office (PMO) is led by the Director of Project Management, Amber Dean (2013 - present). The PMO functions as a central point of reporting for our numerous project managers. The PMO sets project management best practices and benchmarks. Amber is responsible for fulfilling project management resources and ensuring adherence to budgetary, reporting, schedule and quality imperatives as we conduct our work.

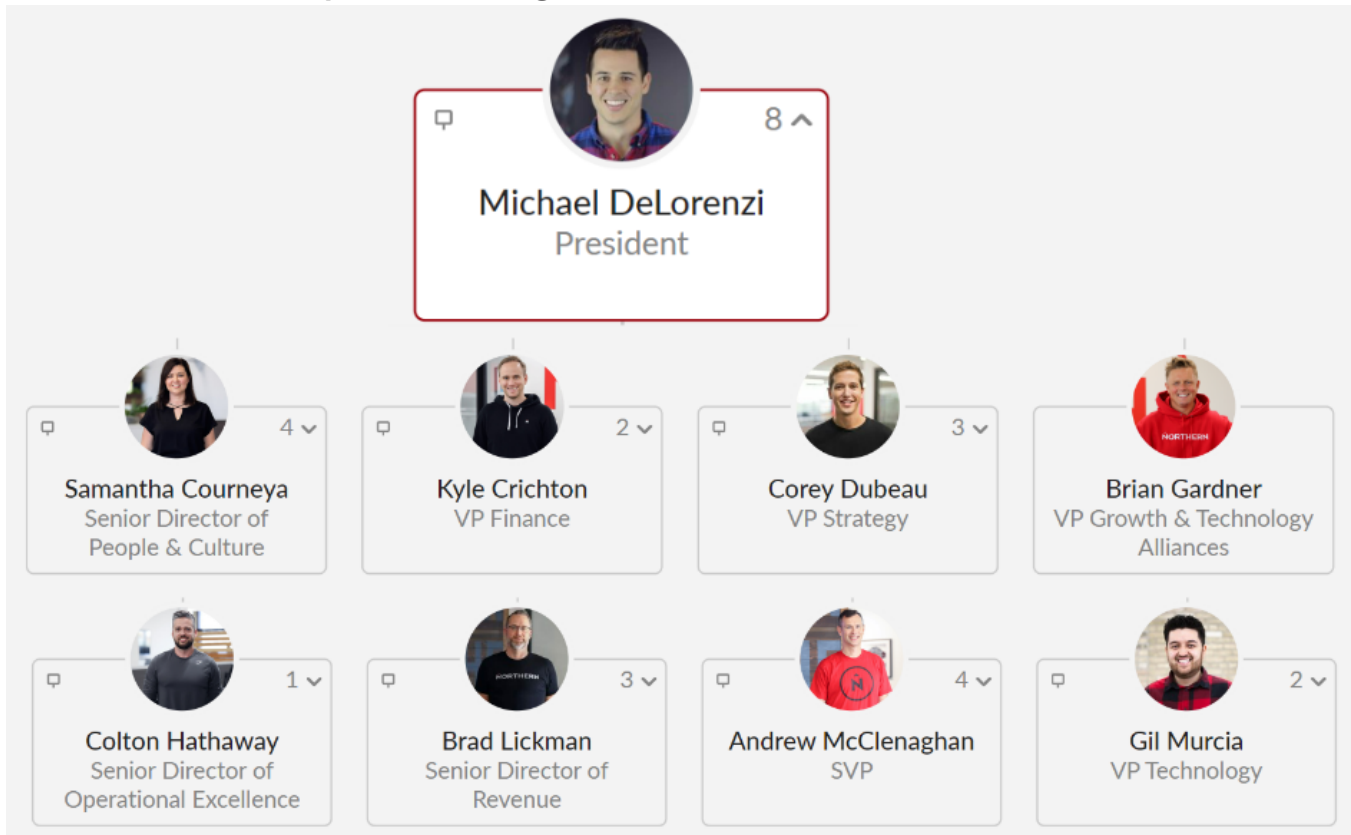
Open Source Development resourcing is overseen by Northern's Senior Director of Delivery, Yan Zhang (2009 - present). She schedules development resources two to four months ahead for each Northern development team. She plans two-week sprints per team; there are 130 developers at Northern. She is also responsible for hiring schedules and professional development training plans.

Marketing services and related digital deliverables are led by Northern's Director of Marketing Services, Brooke Bondy (2017 - present). She is responsible for staffing Northern's integrated marketing solutions and strategy team. She coaches directors across Paid Media, Email Marketing, CRM & Loyalty, and Social and Creative, toward client goals.

These four departments report to a senior-level leadership team. The leadership team sets KPIs for organizational goals and client care improvement strategies. We have included our senior leadership team in the organizational chart, on the next page.

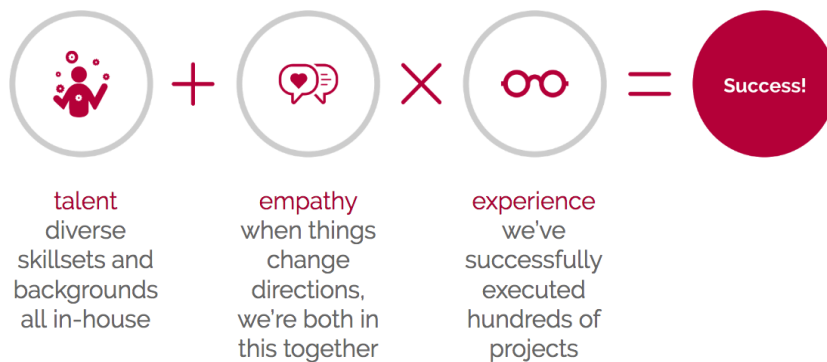


Senior Leadership Team, Org Chart



What This Means For Your Project

A Strong Project Team with Sound Leadership



Project Team Roles

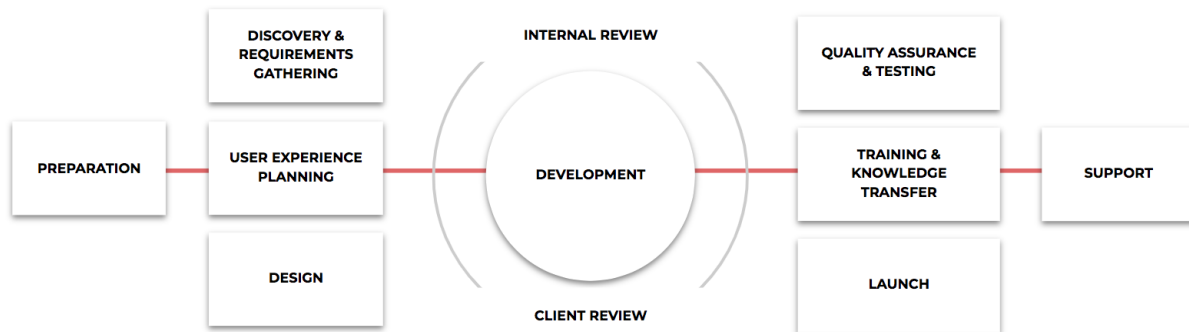
Contributing to achieving your project goals, will be a core team of Northerners in the following roles:

- ▶ Account Manager – provides technical expertise and online strategy – an experienced leader with digital tools and digital projects. This team member provides an overarching strategy and ensures that the goals and objectives are at the forefront of our recommendations and development practices.
- ▶ Project Manager – this is the primary day-to-day contact that oversees the project deliverables and the project schedule. They also provide a second layer of recommendations based on their knowledge of the client’s goals and objectives.
- ▶ Front-end Drupal Developer and/or Themer – creates the overall look and feel for the site, and ensures that the user interface and experience are interactive and aesthetically pleasing.
- ▶ Back-end Lead Developer - will set the course for the back-end functionality, configuration, module selection, custom development, and integration tasks. The developer will also guide his/her team and execute QA and code reviews.
- ▶ Acquia Triple Certified Drupal Expert – All projects are monitored by this highest trained Drupalist, whose responsibilities include overseeing integrations, testing, and QA.
- ▶ Content/UX Strategist – reviews the existing site content and makes recommendations around additions, deletions and revisions. The content strategist can also be used to generate, copy, and create a content strategy to foster online communication and knowledge sharing with key audiences.
- ▶ Art Director or UX/UI Consultant – specializes in brand presentation, interactive element design and overall site beautification. Your Art Director will lead a team of gifted designers to create compelling and visually effective web environments for users to explore.
- ▶ Analytics and SEO Business Analyst – provides various wraparound services, such as Analytics, SEO and Business Intelligence activities to provide value-added enhancements to a Northern project.

Methodology

Our process is data-driven and will focus on delivering CLIENT measurable results on time and within budget.

Project Approach



Northern projects are built on a strong foundation of preparation and understanding. We build this foundation by hand-picking the best team for each project based on what we have learned through the RFP process and shortlist presentation process, taking into account our financial proposal and timeline. The newly assigned Northern project team meets ahead of on-site discovery to review all of these materials, create a project charter, and prepare project management material.

Discovery & Requirements Gathering

During discovery, we meet your team and discuss the project specifics in great detail, both from a functional and business perspective. We dig deep to understand your short and long-term business goals, the motivations, the audiences, the success factors and the technical specifics to clearly define and set expectations on both sides.

We may meet with (or review the work already completed by consultants) departments that make significant contributions to the website, including marketing, web management team, creative services, media relations, information technology services, digital engagement workgroup, and website advisory committee, and others. A key deliverable from discovery will be the **technical architecture audit report**. We typically document information related to the following topics/subject areas:

- Organizational structure
- Competitive landscape
- Target market, personas, and customer journeys
- Processes (marketing, sales, fulfillment, etc.)
- Technology stack (i.e. systems used to support processes)
- Core CMS requirements (i.e. out-of-box platform features)
- Custom and app-based feature requirements
- Integration requirements
- Data migration requirements

At the end of the discovery process, we'll have a deep enough understanding of your organization to provide a comprehensive statement of work (SOW) document that includes the following:



- Outline of the project phases with related deliverables
- Agreed-upon functional requirements
- Recommended methods for achieving these requirements
- High-level work back schedule
- Final budget per phase/delivery requirement, not to exceed the pricing agreed upon in the RFP process
- KPIs

Project Methodology

Our project management methodology can be viewed as an implementation of the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) designed for the AGILE web development environment.

What you can expect:

- Project control mechanisms
- Extensive advanced planning
- High-quality deliverables
- Effective reporting

Your dedicated Project Manager will be tasked with leading our team in the execution of their work, providing active reporting, and leading collaboration between teams.

The following activities of a Project Manager are hallmarks of the Northern Process:

- Main point of responsibility for project tracking, reporting and auditing of project's life cycle - Weekly status reports
- Risk management tracking and reporting - including risk mitigation strategy
- Documenter of meeting minutes and decision matrix (RAID Report)
- Change Control Management Reporting
- Monthly/Quarterly Lead for presentation.
- Budgetary Oversight and ensuring sign-offs
- Work closely with your assigned Project Manager.

Your dedicated project manager will recommend project management tracking methods and set weekly meeting dates at the onset of the project. The tools used will be based on the comfort and technical acumen of your project team. Her role will also include:

- Provide timely responses to questions and requests.
- Have a good understanding of the content and functionality needed and be able to share this knowledge with your project team.
- Operate in an open and honest working relationship and plan ahead for successful interactions between stakeholders.
- Share project concerns or delivery issues with your team quickly and work in good faith to resolve problems in a mutually agreeable manner.
- Be responsible for all project management and tracking, and have support from a dedicated Northern project coordinator for documentation of all meeting notes, action items and more.
- Have the support from Northern's PMO and your dedicated Account Manager, if ever roadblocks present, or the project needs more (or less!) resources.



In our experience, the ideal conditions for success are when our dedicated PM is paired with a dedicated client-side PM. This two-pronged approach to project management helps drive the process forward on both the vendor and the client side and can help to streamline delivery.

Project Communication Tools

Requirement Approval Document

This outlines the user stories or end goal of each functionality. The purpose of this document is to act as a reference during QA and testing tasks, to ensure each feature meets client requirements. This is either a shared google sheet document or airtable file.

Weekly Status Reports

email updates on the progress of a project, offering high-level information/insight. They are most usually sent out on Friday afternoons or Monday mornings to all stakeholders working on your project (internal and external). This is a report that outlines tasks, which are colour-coded to track progress for time/scope/budget. This status report draws weekly information from our RAID document where we capture Risks, Actions, Issues, and Decisions for our weekly project calls with the client.

RAID Report (Airtable)

Risks, assumptions, issues, and dependencies. Using the RAID analysis framework allows project managers to be thorough.

Change Management

When the scope changes or feature requests are made during the project itself and deviate from the original feature your project manager follows a formal Change Request Process whereby said item/change is properly scoped and assessed for level of effort, then presented for consideration as to leave as is, move forward with the change, or allocate item/change to another phase of the project. Once a change request is approved, Northern adjusts the budget and timeline before final approval.

Backup Planning

How We Mitigate Risk

- Collaborative Project Management Office
- Effective project reporting
- Investing in employee retention plans and rewarding long-tenured staff
- Extensive advanced planning
- Project control mechanisms

What This Means For You

Every client is assigned an account manager; every project is assigned a project manager, and every project manager is supported by a project coordinator. The project leaders attend the weekly internal “standup” meetings with the full project development/production team. Should either leave the project at any point, the other is positioned to step into the lead project management role. Northern then assigns a new project coordinator to the project. The newest individual transitions by reviewing the project charter, all documentation to date, and the RAID report.



Your project will have one assigned Development Tech Lead and one Drupal Practice Lead. These two individuals are responsible for all development documentation related to the project and will support one another throughout. If one should leave, the other is positioned to step into the lead role, and Northern assigns a developer to take their place, seamlessly.

The same is true for account management; if an account manager departs at some point during the project, the account coordinator will step up to take their place and Erin will assign an individual to step into the behind-the-scenes account coordinator role. Transitions are easy with our thorough documentation.

User Experience Planning

Our UX Difference

Northern is committed to helping its clients deliver the right message, to the right people, in a way that's best for them. As part of that, we are firm believers in the concept of understanding our clients' audiences, primary organizational and site goals, and messaging. Through our robust information architecture (IA) process, we place a premium on UX research to ensure that our designs are intuitive, informative, and user-focused.

We believe that an investment in UX research upfront, and along the way, provides a dramatic residual return on investment throughout the project life cycle. By understanding end users' needs, linguistic preferences, behaviour patterns, and desired actions, we can better align a solution that maximizes the impact of IA elements such as navigation, search, site language and tone, functionality, and imagery. Challenges can be identified and rectified early in the process -- often before coding begins -- which reduces the financial and time impacts of change.

As part of our commitment to the field of UX, Northern has aligned its practice philosophy under the research of the Nielsen Norman Group (NN/g).

Founded by Don Norman, an early User Experience Architect at Apple and Jakob Nielsen, recognized as one of the World's Most Influential Designers, NN/g is a leader in UX training and certification. Northern has been an active proponent of UX research for a number of years. In addition to our extensive experience, we have also committed to formalized training to enhance our experiential knowledge -- we believe the combination of certification and experience ensures that we are following best practices and provide a solid foundation upon which UX research can be developed.

Currently, we have 20+ team members who have received UX certification from the Nielsen Norman Group. For more information visit: <https://www.nngroup.com/ux-certification/>

Some of the most common tactics that we deploy include:

- ▶ **Surveys:** these are often quick and easy ways to gather a lot of quantitative information about the current state and user satisfaction. This type of exploratory research can help us set baseline metrics, solicit feedback about desired functionality, and identify pain points in the current process. Surveys can be executed online or onsite, as intercepts.



- ▶ **Focus Groups/Interviews:** whether one-on-one or group-based, interviewing stakeholders and end users can allow for a deeper dive into issues, and allow for follow-up questioning.
- ▶ **Card Sorting:** available online or off, card sorting helps in understanding how users intuitively group content areas, as well as the language they intuitively use to describe. This can positively impact navigation, content writing, and search functionality by minimizing the impact of internal jargon and focusing on user-centric language.
- ▶ **Tree Testing:** this testing tool allows us to validate proposed navigation and terminology by ensuring that end users are able to intuitively find content areas and task destinations. Executed online, this test also allows us to see how “failed” users navigated the site and helps to identify potential confusion in terminology or grouping.
- ▶ **First-Click Testing:** used to validate the broader information architecture (combining navigation with imagery, content, and calls to action), this type of test allows us to evaluate both the intuitiveness of the IA and ensure that visual elements are effectively prioritized.
- ▶ **Moderated and Unmoderated User Testing:** By evaluating end users interacting with a solution, we are able to evaluate the effectiveness of a design. This can help provide insights into behaviour patterns, challenges, and successes that may not be reflected in earlier, more static, testing methodologies.

Our focus on UX revolves around the following goals and objectives:

- ▶ aligns with user mental models;
- ▶ benefits from accessibility and UX/UI best practices;
- ▶ focuses on the primary audience whilst supporting ancillary audiences; and
- ▶ services the unique needs of your users.

Users traditionally look for a three-step process on websites when it comes to providing a solution and recommendations:

- ▶ Exploration
- ▶ Validation
- ▶ Action

Exploration

Our clients truly benefit from our legacy research executed over a long history of working with multiple post-secondary engagements throughout North America.

We target our research efforts to understand how the site can better align with today’s users. Some of the tactics that we use during this phase are:

- ▶ Focus groups
- ▶ Surveys
- ▶ Card sorting exercises
- ▶ Data analysis

To be honest, the best way to find out what people want from a website, is to ask them directly. Proxies and advocates often colour their impressions with experiential biases developed through a legacy

understanding of the organization.

Validation

All the research in the world only provides us with a foundation to make educated decisions and develop hypotheses. We target research efforts to test those hypotheses against both external and internal audiences. Some of the UX tactics that we use during this phase are:

- ▶ Tree testing
- ▶ First-click testing
- ▶ Moderated user testing
- ▶ A/B testing

Action

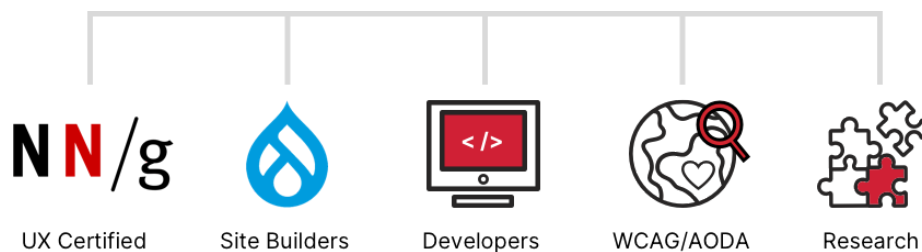
After testing, validation, and any required iteration, the project team will be confident in the decisions, the rationale, and expected outcomes.

- ▶ Provide insight and tested assets to support both the build and marketing efforts.
- ▶ Provide content strategy and IA recommendations based on UX research to ensure alignment with primary audience, universal accessibility, and search.
- ▶ Support internal audiences by providing rationale for decisions.
- ▶ Establish baseline metrics and a cadence for future evaluation.

Our team is always focused on the user and will work with the team to understand different stakeholder motivations and the overall goals of our UX activities. Our goal is to align our UX activities to make data driven decisions that align with overall business goals and objectives. We will tailor our deliverables to match the needs, instead of running through the gambit of UX tactics that don't provide any additional benefits.

Design

Northern's front end design and UX team use a holistic approach to design. The front end team is trained in design, but they are also UX certified. They also have front end development skills, so their recommendations are completed in line with Drupal development best practices. Recommendations are also in line with Ontario's accessibility standards for web properties.



Our Design Phases

1. **Design Research** - our design process starts with research to understand motivations and provides modern design examples along with competitive analysis.

2. **Style Tiles** - this phase establishes the mood and tone for our designs and includes component based elements like buttons, form elements, style components and inspiration themes for the site.
3. **Wireframes** - are used to establish layout and priority for the homepage, complex pages and templates.
4. **Validation** - in order to test our assumptions during the design phase, UX tactics can be used. In the design phase A/B testing, first-click testing and prototypes can be used to determine the impact of our design recommendations.
5. **Composite** - this is the final step in the design process that includes full scale, high resolution composites that are derived from our research and in line with your team's logo and branding guidelines.

Our design phase is very collaborative and we really work as a team to make sure we develop solutions that align with the business goals and the overall vision of the web properties.

Our highly reputable design and creative team will work with your eventual design team to configure the site look. This is a highly collaborative process that consists of a number of design iterations and wireframes to form a clear understanding of the look and feel of the new solution. Northern's front-end Acquia-certified Drupal developers may also be UX certified by the Norman Nielsen Group (NN/g) or trained in the execution of its principles. Recommendations are completed in line with Drupal development best practices. Client feedback is solicited prior to building a prototype.

Drupal CMS Development

This phase of development is where the base installation of the Drupal CMS is extended to include all of the functionality that was defined during requirements gathering, in particular the **Technical Architecture Audit** from Discovery. As functionality is completed, it is deployed and tested in an iterative process. This is one of the longest project phases. Functional components go through rigorous manual and automated testing to ensure the use case scenarios are satisfied and that the functionality is consistently reliable and performant.

Migration of content is also completed.

Content Migration

Northern can work collaboratively with your team to perform a content audit of the existing material on the website and to inform the content migration phase of the project. The first step of this process involves performing a R.O.T. analysis. This is closely tied to content strategy and information architecture.

Content Strategy & Information Architecture, Training Commences

If the content audit has already been completed, a thorough review of the work will be undertaken. This will inform the new information architecture. This is a highly collaborative process in which our team works closely with yours to build an architecture and navigational structure that is intuitive, intelligent and maximizes the discoverability of content.

This is also a process in which the content models, taxonomy vocabularies, and content types are defined. These strong content models ensure the best structure for the different types of content that exist within the site, such as "news," an "event," a "resources" etc., and provide a consistent editing and browsing



experience. Strong content models also ensure the greatest degree of future extensibility. In short - this step is where together we will work with you on

- Defining content elements
- Tagging content on the basis of varying attributes
- Creating a taxonomy that is pertinent to your content

Once our content types and IA are in place, your existing content is then mapped to the new information architecture. The migration process consists of both an automated component and a manual component and populates the “online copy deck” with the content that will live on the new site.

The “online copy deck” is what we call our default Drupal install that consists of just base functionality and content types. This allows us to provide the base-level CMS functionality to our clients early in the development phase so that there is no frantic rush at the end of the project life-cycle to create and edit content before launch.

During this phase, an initial round of training occurs to educate the primary content editors on the use of the CMS to arm them with the knowledge necessary to make the preliminary edits and additions.



Quality Assurance & Testing

When all functional development is completed we have in essence our completed product. The final phase before launch, often referred to as the beta phase, is a soft launch where we have client-side user teams validate the work and test the solution. Any final tweaks, adjustments, or hotfixes are made during this time until the client is completely satisfied with the final product.

Together we will test all requirements from In-context WYSIWYG editing, to the ability to reuse renderings/widgets/content blocks on multiple pages, Input validation rules, Page editing modes and roles, RSS feeds, social media feeds, Admin interface content find / replace, test that events calendars are working the way you envisioned it would and so much more.

Northern ensures the highest level of quality through a variety of testing and gating procedures, peer code reviews, user acceptance testing, user story testing, and quality auditing throughout the project process. We are 100% committed to a quality product and a project process that encourages consistent client interactions, and efficient management of our team.

Our strong commitment to quality relies on a five-stage project quality process model that aligns with the Northern Project Process.

Five-Stage Project Quality Process Model

- Quality Initiation (potential project identified, signed authorization to proceed)
- Quality Planning (project plan accepted by all key stakeholders)
- Quality Assurance (process and deliverables improved and deliverables completed)
- Quality Control (ongoing qualification of the process to be used, the customer accepted final deliverables)
- Quality Closure (satisfied customer provides referrals)

The ultimate goal of Quality Management is to produce a website/application that fits the client's requirements/user stories.

Training & Knowledge Transfer

Our team provides a few different phases of training throughout the product life-cycle. The final version of the training is typically done either via Zoom Virtual Meetings or in-person, to the key groups of content managers. Our approach is the "train-the-trainer" approach so that future personnel can be onboarded efficiently and effectively. Northern will build a catalogue of training documentation for your team in order to serve as a resource for onboarding new staff. The manual migration exercise will also be good practice for all content teams.

Primary Website Administrators

These individuals will need to receive tailored training on content entry early in the CMS build process. Primary Website Administrators will be your marketing and communications team, and IT team. In our experience, this hands-on approach facilitates a number of positive outcomes, including walkthroughs, testing, and robust documentation.

The training covers all of the key content management functions and walks through the different content types, template functionality, naming conventions, along with theming customizations. Administrator



access to relevant databases, permissions/role management, workflow customization and other back-end operations training is all included in our knowledge transfer documentation and instructions.

As the website is designed and built, our team will catalogue the features, capabilities and functionality that have been integrated into the site, and tailor our training package to hit all the marks for a comprehensive knowledge transfer.

Content Editors

The final training for CMS Users covers all the key content management functions and walks through the different content types, methodology and naming conventions, and theme customizations. Customized training materials specific to this solution will be provided. Typically this group of key content managers can then employ an internal training model to onboard any additional content managers moving forward.

Content Editor training will apply to primary website administrators as well as key people from each other departments. Northern will work with you on a method to provide training effectively, whether this is virtual training days, or whether it is more affordable to train primary website administrators to the full extent and have them deliver the content editor training.

The following key training opportunities and manuals or videos may be provided:

- Step-by-step content creation instructions (with supplied video as required)
- Content types
- Using the WYSIWYG editor—including advanced capabilities
- Adding menu links
- Updating taxonomies
- Translating content
- Paragraph types
- Updating blocks
- Building web forms
- Translations through the interface
- Ensuring optimum metadata and SEO performance of content

To supplement written training standards and Style Guides all Zoom Virtual Meetings held between teams can be recorded and delivered upon request.

Launch

Once the client is satisfied that the product is ready to be released and the staff feels adequately prepared to use the new solution, we schedule deployment to the live environment and subsequent launch. Our team remains in a high-response state to ensure we can rapidly respond to any unforeseen issues which might arise.



Criteria 3 - Financial Proposal

Please refer to the separate financial proposal for this information.

Criteria 4 - Evidence of Successful Performance and Implementation Schedule

Reference #1

Company Name:	Canisius College https://www.canisius.edu/
Company Address:	2001 Main St. Buffalo, New York 14208 United States
Contact Name and Title:	Josh Kruk, Digital Marketing Director
Contact Telephone Number:	716-888-2782
Contact Email Address:	krukj@canisius.edu
Date Work Undertaken:	January to August 2021
Project Budget:	\$300,000 to \$350,000
Nature of Assignment:	<p>Northern was selected to partner with Canisius through an RFP process to upgrade canisius.edu to Drupal 9.</p> <p>This move triggered a revamp to essential elements that the College wanted to see in its next-generation solution:</p> <ul style="list-style-type: none"> • Search- and SEO-empowered website; • Modern permissions and workflow architecture; • New marketing, lead generation and analytics capabilities; • A streamlined approach to the application process; • Updated and structured template design and Layout Builder capabilities; • Dynamic messaging and commenting for website content generation; • Increased performance and page load time; • ADA and WCAG 2.1 Level AA compliant site built with a device-agnostic, responsive design and, • A vibrant design that captures the Canisius experience essence and differentiates them from competing institutions. • Integration with external Program Catalog



	<ul style="list-style-type: none">• Component-based layout using Paragraphs• Configuration pages for customization of Home Page content
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Reference #2

Company Name:	University of Minnesota https://cla.umn.edu/
Company Address:	131 Johnston Hall, 101 Pleasant Street E Minneapolis MN
Contact Name and Title:	Tessa Eagan Director, Marketing & Communications, College of Liberal Arts
Contact Email Address:	teagan@umn.edu
Date Work Undertaken:	September 2020 - September 2021
Project Budget	\$175,000 to \$200,000
Nature of Assignment:	Migration and retheme of the main college website. Technical Highlights: <ul style="list-style-type: none">• Drupal 9• Groups module• Layout Builder with customizable sections/blocks• Custom entities• Migration from multiple sources (D7, client directory system)• Subsite of UMN distribution

Reference #3

Company Name:	Fanshawe College https://www.fanshawec.ca/
Company Address:	1001 Fanshawe College Blvd. London, ON N5Y 5R6
Contact Name and Title:	Courtney Ecker Senior Manager, Marketing, Reputation & Brand Management
Contact Telephone Number:	T: 519-452-4430 x6063
Contact Email Address:	cecker@fanshawec.ca
Date Work Undertaken:	2015 - ongoing
Project Budget	Multiple projects over \$1 Million dollars in services rendered.



<p>Nature of Assignment:</p>	<p>Fanshawe College is a leading Canadian institute of higher education, which offers more than 200-degree programs to over 43,000 students.</p> <p>Since 2015, Northern has worked with Fanshawe College on Drupal 7, to the Drupal 8 upgrade and now Drupal 9, to create a cutting-edge online experience for students, staff, and other stakeholders. With each audience having different needs on the site, information is organized in a way that allows for an optimal experience for all audiences.</p> <p>With over 16 million unique visits to the website every year, Fanshawe College's website manages the high volume of traffic and serves the needs of multiple user groups.</p> <p>Services:</p> <p>User experience, content strategy, Drupal content management, web recruitment strategy, migration, social sharing, theming, Acquia Cloud hosting, Accessibility compliance, integrations</p>
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Criteria 5 - Other Additional Information

Warranty

All Northern solutions come with a 365-day warranty post-launch for any bugs or defects that arise. Warranty coverage includes any feature specified in the project discovery phase, documented in a requirements document, accepted by the client, and then developed or configured by Northern developers. Due to the inherently evolving nature of the Internet, defects caused by the deprecation of legacy technology or introduced by mandatory platform updates are not covered and instead should be managed through delivery retainers. Similarly defects caused by the failure or changes of 3rd party integrations cannot be covered under warranty.

This warranty can be further extended through the purchase of an Extended Support Services Agreement.

The Northern 360 Experience

Northern 360 is our client experience delivery program. It is a wraparound service and includes five supporting teams that collaborate to orchestrate an elite client experience.

Call Centre Team	Support Team	Accounts Team	Emergency Response Team	Automated Systems Monitoring Team
The Call Centre Team is available 24/7 to route calls to appropriate team members or escalate issues to our Support or Triage Teams.	The Support Team is your point of contact for time-sensitive requests during core hours. They partner with the Account and Project teams, keep them informed about client requests, and identify, price and schedule required security and framework updates.	The Accounts Team provides ongoing strategy and expertise and ensures teams achieve client goals. They schedule periodic account reviews to plan future projects and forecast resource requirements - clients reserve team capacity during account reviews through retainers on a one-time or monthly basis.	The Emergency Response Team is available 24/7 to handle critical performance issues. They provide first-level triage, document, assess the impact, and escalate cases to elite troubleshooting expertise across our supported technologies.	The Automated Systems Monitoring Team conducts proactive checks on critical systems and processes to ensure websites and advertising campaigns operate as expected. Issues are escalated to the Emergency Response Team for immediate action or to the Support Team for non-emergency scheduling.



Protect Your Investment

Additional Services For Purchase

We take pride in our work and value long-term relationships with clients. Pricing for extended service support agreements varies according to the unique needs of each client and the solution in need of support and maintenance. Your account manager is the person who will work with you to find the best ESSA and value. For as long as you have ESSA coverage you will have access to Northern 360 client experience service.

Extended Support Services Agreements	Delivery Retainers	Security and Framework Updates	Scheduled after-hours, on-call support
Extended service agreements such as warranty extensions, functional backups, code repository hosting, critical update notifications, priority access to the Emergency and Support Teams, target response times, and enhanced proactive uptime and performance monitoring of critical processes.	Plan for and secure resources for future projects through retainers on a one-time or monthly basis.	Rest assured with confidence that your systems remain updated with the latest required security and framework updates.	With advanced notice, schedule critical team members beyond core hours, including weekends.



Technology Partnerships

Premier Pantheon Partner

As a Premier Pantheon Partner, Northern has access to a collection of proven marketing and sales resources, specialized training and support, and preferred pricing which benefits our clients.



Technology Partners

We partner with best-in-class technology platforms.



Deliver shoppable experiences throughout your customer journey with unmatched customer experience services using Adobe Experience Cloud and Adobe Commerce Cloud.



Create meaningful customer connections and unlock in-house efficiencies using Acquia's Open Marketing Cloud Digital Experience Platform (DXP).



Build social advertising campaigns that drive engagement, revenue growth, customer acquisition and brand presence on Facebook.



Get in front of customers when they're searching for businesses like yours on Google Search and Maps. Be where people search for what to do, where to go and what to buy.



Klaviyo is the software platform for marketing any business that sells online, driving billions of dollars of revenue for brands large and small worldwide.



BigCommerce drives faster SaaS eCommerce platform implementation times and guaranteed security compliance using an enterprise feature-set built out of the box.



Connect to shoppers anytime, anywhere with Salesforce Commerce Cloud. Create immersive customer experiences and harness powerful audience insights with Salesforce Marketing Cloud.



Develop a global eCommerce experience that's flexible and fast to launch. Shopify is an enterprise platform built for change.



Drupal delivers an open-source Digital Experience Platform (DXP) with robust content management tools, sophisticated APIs for multichannel publishing, and the ability to track continuous innovation.

At Northern, we strive for **innovation.**

Our values are our compass--guiding us and defining what it means to be a Northerner.

Innovation

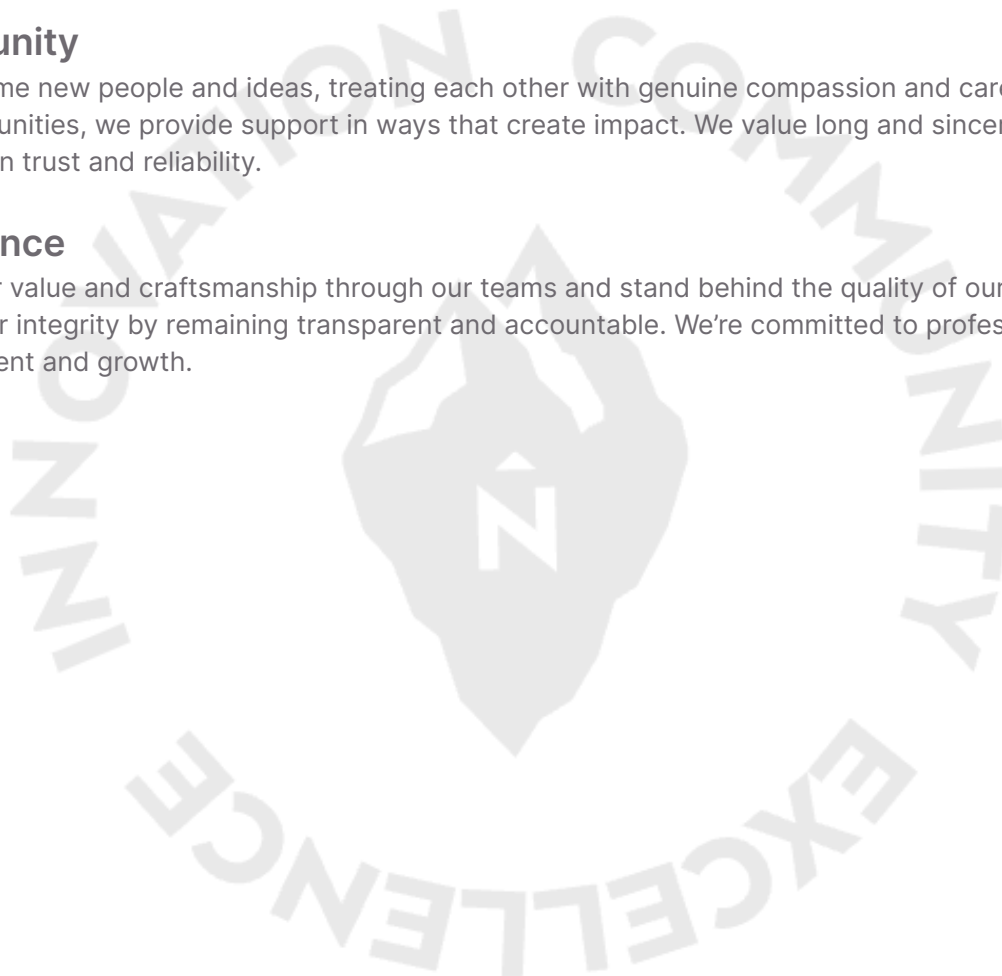
We're curious and hungry to learn. We explore, innovate and push the boundaries of possibilities, constantly challenging the status quo. We embrace change and remain versatile in our pursuit of continual improvement.

Community

We welcome new people and ideas, treating each other with genuine compassion and care. Dedicated to our communities, we provide support in ways that create impact. We value long and sincere relationships founded on trust and reliability.

Excellence

We deliver value and craftsmanship through our teams and stand behind the quality of our work. We display our integrity by remaining transparent and accountable. We're committed to professional development and growth.





Commerce is our north star.



Want to achieve incredible results? Let's talk.

Victor Harris | Growth Director | vharris@northern.co



University of Kentucky - Web Development Services

RFP # UK-2272-23

Financial Proposal

Prepared By:

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Criteria 2 - Services Defined

Northern Commerce is a full service digital agency. Based on the needs outlined within the functional areas, our skills and services are best aligned with the following deliverables.

Functional Area(s)	Northern Services
Functional Area 1 – University Web Platform Development	Yes
Functional Area 2 – Custom Web Application Development	No
Functional Area 3 – Web Service Integrations	Yes

Based on the 3 functional areas outlined in the RFP, Northern's services are most aligned with Functional Areas 1 and 3.

Criteria 3 - Financial Proposal

Northern is providing a rate card to complete services to the University of Kentucky. Please see below for the various roles that are available. Northern is offering a rate of \$150/hr USD across all resources.

Resource	Blended Rate
Account Manager	\$150/hr USD
Digital Project Manager	\$150/hr USD
Information Architect	\$150/hr USD
UX/UI Specialist	\$150/hr USD
Content Strategist	\$150/hr USD
Drupal Tech Lead	\$150/hr USD
Drupal Developer	\$150/hr USD
Quality Assurance Analyst	\$150/hr USD
SEO Specialist	\$150/hr USD
Digital Marketing Specialist	\$150/hr USD

Pricing Notes

Project based pricing is also available. Project based pricing can provide additional cost efficiencies as numerous tasks/deliverables can be completed concurrently.



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Victor Harris | Growth Director | vharris@northern.co












UK-2272-23D Northern Commerce PCT

Final Audit Report

2023-03-09

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-  Document created by Joyce French (JHOLMBE@UKY.EDU)
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