



UNIVERSITY OF KENTUCKY Purchasing Division

NOTICE OF AWARD OF PRICE CONTRACT

Wendell Wilson Consulting, LLC
104 E Main St.
Richmond, KY 40475

REPRESENTATIVE: Donna Gibson
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PRICE CONTRACT NO.:	UK-2272-23E	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 Wendell Wilson Consulting, LLC (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. Wendell Wilson Consulting, LLC Technical and Financial response to UK-2272-23 dated 08/12/2022.

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

Workers' Compensation
Employer's Liability
Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract
Business Automobile Liability covering owned, leased, or non-owned autos
Cyber Liability

LIMITS

Statutory Requirements (Kentucky)
\$500,000/\$500,000/\$500,000
\$1,000,000 each occurrence
(BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate
\$1,000,000 each occurrence
(BI & PD combined)
\$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.

Negotiated Terms & Conditions

The following clause is in section 6.18 Special Conditions within RFP, UK-2272-23 and section 5. of the General Terms & Conditions and has been modified, as listed below, with mutual agreement between the parties. All other clauses in the RFP and General Terms & Conditions remain the same.

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, all liability of any nature or kind arising out of or relating to the contract or its performance or failure to perform under this contract. This clause shall survive termination for as long as necessary to protect the University.

The University shall be responsible for its own actions to the extent and in the manner provided for by applicable law.

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

Service	Hourly Fee
Drupal Implementation Services	\$106.00
Drupal Planning and Consulting	\$106.00
Infrastructure and Infrastructure Planning	\$106.00
Apache SOLR Consulting	\$106.00
Design and UX Planning	\$106.00
ReactJS Development	\$106.00
Product Management Services	\$119.00
React/Native or Mobile App Development	\$129.00
Salesforce Related	\$139.00
Microsoft Dynamics Related	\$139.00
On Site Services (any type)	\$189.00

- Contractor will list within the agreed upon SOW firm price for fixed fee projects.
- Unscheduled or emergency work required to be completed outside of regular working hours and/or holidays is billed at 1.5 the rate.
- Active projects are billed in 6-minute increments. On-site services are billed in 1-hour increments.

OFFICIAL APPROVAL
UNIVERSITY OF KENTUCKY

Joyce French
Joyce French (Feb 15, 2023 14:22 EST)
Joyce French, Category Specialist / 859-257-9104

BS Feb 15, 2023
Barry Swanson (Feb 15, 2023 15:13 EST)

NE
NE
CPO or Designee Date

OFFICIAL SIGNATURE

Donna Gibson Feb 15, 2023
Donna Gibson (Feb 15, 2023 13:42 EST)
Signature Date

Donna Gibson Managing Director
Typed or Printed Name, Title



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

- 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.
- 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;
- 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 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

Workers’ Compensation
 Employer’s Liability
 Commercial General Liability including operations/completed operations, products and contractual liability (including defense and investigation costs), and this contract
 Business Automobile Liability covering owned, leased, or non-owned autos

LIMITS

Statutory Requirements (Kentucky)
 \$500,000/\$500,000/\$500,000
 \$1,000,000 each occurrence
 (BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate
 \$1,000,000 each occurrence
 (BI & PD combined)

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.

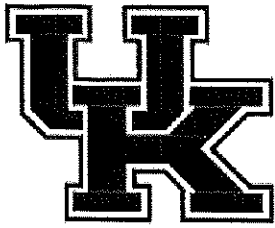
Please submit your bid on optional services by completing Section 7.2.

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 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

- 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.
- 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;
- 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 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: Wendell Wilson Consulting, LLC	DUNS #
PROPOSAL FIRM THROUGH: 02/18/2023	ADDRESS: 104 E Main ST	Phone/Fax: 859-625-1100
PAYMENT TERMS: Net30	CITY, STATE & ZIP CODE: Richmond, KY 40475	E-MAIL: donna@wwbtc.com
SHIPPING TERMS: F. O. B. DESTINATION PREPAID AND ALLOWED	TYPED OR PRINTED NAME: Wendell Wilson	WEB ADDRESS: https://www.wwbtc.com
FEDERAL EMPLOYER ID NO.: 20-5505955	SIGNATURE: 	DATE: 08/12/2022

UK Request for Proposal

UK-2272-23 | Web Development Services



Prepared by Wendell Wilson Consulting

104 East Main Street, Richmond, KY 40475 | 1-859-625-1100 | wwbtc.com

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Introduction

August 9, 2022

Ms. Joyce French

Purchasing Division
University of Kentucky
322 Peterson Service Building
Lexington, KY 40506-0005

Dear Ms. French,

Thank you in advance for reviewing our proposal for the University of Kentucky's RFP for Web Development Services (UK-2272-23). We are submitting this RFP response subject to being able to work out a mutually satisfactory agreement as to the parties' obligations and requirements. Our submission of the response is based on the assumption that if we are a successful bidder, then our consulting services would generally be available to the University, entities within the University, etc. on a project-by-project and as-needed basis, but otherwise there is no firm commitment from the University as to the number of hours or baseline services that could be allocated toward projects.

Though we have often worked as a sub-contractor for the University, we understand that it would be better for both of us to build a direct long-term relationship, providing the University with a direct conduit to our expertise that has certainty and consistency of execution that our company has always provided.

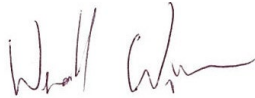
This proposal will remain valid for six (6) months after the closing date of the RFP's proposal deadline and can be discussed with our Managing Director, Donna Gibson, at any time to proceed with the proposal.

We have received all addenda and written questions provided by the University on August 5, 2022. The questions and answers provided additional information that was very helpful to drafting our proposal. If an onsite oral presentation and/or candidate interview is required by the University, Wendell Wilson Consulting will accept all financial

responsibility for the travel expenses. As for any deviations or exceptions to the RFP requirements, we have listed this information under the “Other Additional Information” section of the proposal. This section also includes the confidentiality information. These deviations are based on our experience working on similar type of projects as what the University is looking to contract in this RFP.

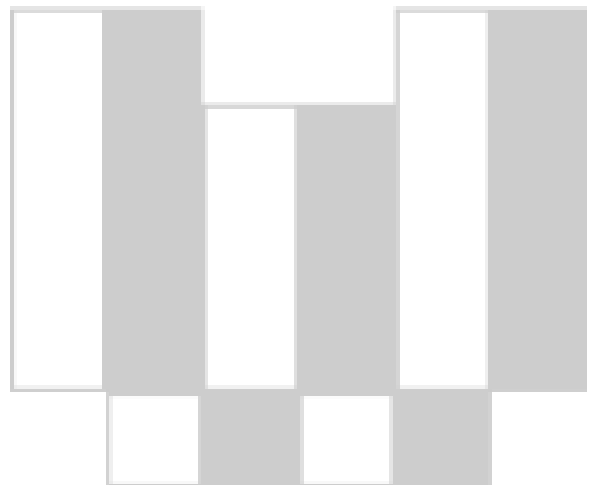
If you have any questions or comments, please do not hesitate to reach out to myself or our Managing Director, Donna Gibson, at any time. Our team looks forward to hearing from you.

Sincerely,



Wendell Wilson

President



Executive Summary & Proposal Overview

Our company, Wendell Wilson Consulting, LLC is fully prepared to undertake projects large and small of the nature outlined in the Web Development Services RFP. Not only are we the largest technical services company in Madison County, KY, but we have been involved with Drupal on campus since the very earliest days Drupal on campus through the UK Public Relations team and the University marketing agency.

We have a proven track record, not only with building and developing Drupal-based websites, but also in integrating Drupal into a larger ecosystem of web systems including Active Directory Authentication, Headless ReactJS-based front-ends, Salesforce.com, e-Learning systems, and more.

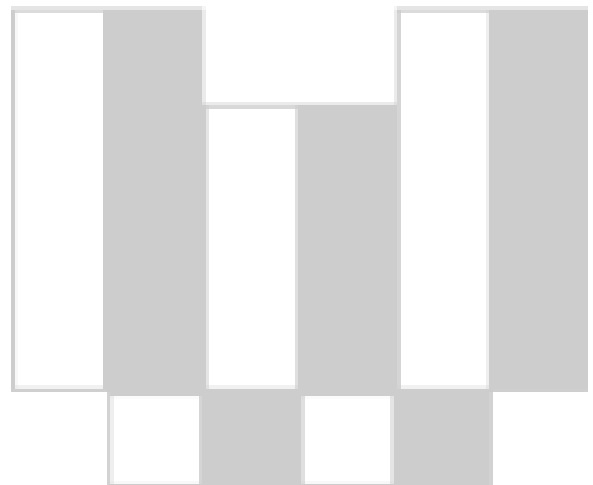
Our small business currently employs 19 individuals, and we understand the need to have a responsive local organization to provide any level of timely guidance and expertise to “right size” each project to fit the support staff that will be using the site. In other words, we know that the solutions we deliver on a given project may need to have their complexity tailored to the longer-term use case and skill set of the people that will be in charge of maintenance.

Outside of our experience with Drupal as a content management system, we also have extensive experience with Google Analytics, A/B testing, formal User Experience design and all of the technical aspects of improving a website’s performance.

For UK’s technical team, as UK hosts on-site, it will likely be productive for our team to interface with the infrastructure team. As we have some tangential experience deploying projects on UK’s infrastructure, we believe that having our “in the weeds” expertise available as a resource to UK for the hosting infrastructure, site management, and DevOps would be valuable to the University.

Being a small business (Internal Code 30) located in a HUBZone area, we fully understand and commit to the ideas of diversity, equity, and inclusion. Our main goal is to find

individuals, regardless of race/gender/class/orientation, who present a strong desire to expand their programming development abilities. We work closely with the local universities to identify programming interns that may be able to transition to full time staff.



Offeror Qualifications

Wendell Wilson Consulting, LLC (WWC) was incorporated in 2003 to provide specialty system integration services directly to small and medium sized business. Over the years we have gathered experience from many different industries and have come to specialize in several areas relevant to the UK RFP.

We believe in the ethos of open-source software and that it is possible to earn a living giving away software while selling expertise because it minimizes wasted effort. Our belief is that the state of the art in society can only advance when the highest level of baseline knowledge is both ubiquitous and well-understood by some critical mass of people. In other words, our work can benefit more than ourselves and our clients.

Open source also tends to lower both capital expenditure and maintenance costs over the long term, which will help the University in its sustainability mission.

Long-term relationships, and the stability of those relationships, is a key part of our business strategy. We do not desire to spend a lot of time and energy chasing down projects and clients that are one-offs. As such, we have both client and staff turnover rates that have been consistently below industry averages. We are a large enough company that we can offer benefits such as insurance, a 401k, and work-life balance to our workers, but we remain small enough to keep overhead and other costs under control. We prefer to work with clients that we can partner with over the long term, and that are able to leverage what we offer.

Currently, WWC employs 19 staff members. Every individual has at least one aspect of their role involved in production, product management or technical support roles. We do not employ anyone for sales, marketing, or copy-writing roles.

Our clients include small and medium businesses, government and non-government agencies, and educational institutions. Some of our clients are large and have their own internal teams that we collaborate with extensively, up to and including managing third

party vendors to keep everything running smoothly. Whatever our clients' needs are, we try to remain flexible enough to work with what we have and get the job done.

We are less 'outsourced programmers' and more 'trusted advisors' to our best clients.

Our business plan for the next 6-18 months is to onboard a few additional clients and hire for positions as needed, as the economic situation has created some new opportunities for our team and, we hope, things are becoming more stable quasi-post pandemic.

Our teams are working on web technologies around static site generation, "headless Drupal," the Gutenberg drag-and-drop content editing interface for Drupal, and container/portability in cloud and hybrid cloud/on prem infrastructure.

It is likely we will transition our existing Docker-based infrastructure to RedHat and Podman, as the licensing costs have gone down, and the project has matured. This should enable us to offer easier workflows for managing more complex Drupal installations in terms of maintenance and resiliency when mixing both cloud and on-prem hosting infrastructure.

We are excited by the rapid proliferation of Gutenberg as a GUI editor for Drupal and have found success for our clients using that editor as a more flexible and more easily extensible content editing interface. So, we will continue to develop and innovate there, as best we are able.

While we have multiple types of certifications, we don't really have too many certifications that would be applicable for the University contract at this time. However, many of our developers have Computer Science degrees. We are Shopify Certified Developers, VMware Partners, and are currently Microsoft Certified Partners.

We have extensive experience in and adjacent to the UK web platform ecosystem specifically with Drupal. Our founder, Wendell Wilson, originally advocated for the use of Drupal by the University as a pragmatic, reasonable and sustainable alternative to other proprietary CMS systems on offer from various vendors more than ten years ago. Though we haven't had much opportunity to work on UK projects the last couple of years, we have worked on many relevant projects with Drupal and adjacent technology. The WWC development team has grown since we originally implemented Drupal for UKPR and we have amassed a great deal of experience since then. Experience not just with Drupal, but also providing integration services for many things other than Drupal. Much of the original

development team that worked with UKPR to kickstart Drupal for UK still works in the firm, in fact.

We would prefer not to disclose the following section publicly as it exposes too much information to competitors.

Example Project: georgetowncollege.edu

Relevancy: For the main Georgetown College website, and several smaller related sites, we were solely responsible for all aspects of the project, including design. Copywriting was handled by a third-party contractor. In addition to a base Drupal theme (similar to the UK theme strategy), we also developed an AngularJS-based admissions app which resulted in a higher conversion rate of applicants. The content inside this app came from a “headless” Drupal install. This innovative design assured the fastest possible performance for students applying from mobile devices. Their news items generate a feed which is consumed by Mailchimp for their email marketing campaigns. There is also a custom course catalog that we built. This project fits mostly into Functional Area 1 of the RFP, with some aspects maybe relating to Functional Area 3. Additional detail is provided later in this RFP response.

Example Project: myprimecourse.org, primeforlife.org

Relevancy: This is one of the longest-running Drupal projects that WWC has worked on. The annualized costs of the contract have varied over the years, but currently the project engages about 1.2 FTE at a cost of around \$200k/year.

This platform has grown from a Drupal 5 base, through Drupal 6, 7 8 and finally now is on Drupal 9. Throughout the lifetime of the project there have been many Drupal migrations, deadlines, milestones and budget adjustments with the overall ebb and flow of the project.

The Drupal 9 development environment that we have crafted has a great deal of automation built in top of Docker and, more recently, RedHat’s drop-in Docker replacement Podman. In addition to tracking site source code and configuration via git, we track infrastructure requirements and changes via git. Unit tests and integration tests are also handled via the git version control system.

Most recently, PRI has extended the system to support state-government systems and we have designed and deployed extensive Microsoft Dynamics CRM integration across the

whole system. This application has many components that directly or indirectly incorporate Functional Area 1, 2, and 3 from the RFP.

Example Project: api.keeneland.com

We included this site to better respond directly to Functional Area 3 of the RFP. While we have a lot of technical and implementation responsibility for many Drupal projects for Keeneland, this particular one is an older/ongoing project most responsive to several areas of the RFP.

There isn't much to see from the public side, but this API site powers other sites such as catalog.keeneland.com -- which is a listing of horses for sale and their current status for the annual horse sales. This site is implemented in React, but the data is fed from Drupal.

Example Project: East KY Funding Group Platform

This Python-based platform is a state-wide tax lien tracking system that can calculate past tax liability and send collection letters automatically. It helps lien prospectors and tax attorneys determine which properties to buy based on a number of criteria about the property. There is also an iPad react-native app that we wrote which is used for collecting data from the field (GPS, photos, etc.). We designed the relational database schema, the API the app uses and the web GUI. We were solely responsible for all aspects of the project, and it has been a 5 year+ project with numerous sub-tasks and subcomponents. Under the hood it uses the Feathers project for part of the API, Python for the rest. For the mobile app it uses React & React Native for most parts of the front-end. This project is responsive to Functional Area 3 (Brenna Prater, reference provided).

The largest Python solution we've ever played an architectural and support role in a platform based on the open-source BOTS-EDI product for processing EDI 850 and 860 (Purchase Order and Modification) documents for the federal government in collaboration with DCMA under an A3S contract.

We are effective technical partners even when requirements take a turn for the weird – on many of these projects there have been numerous exceptions and edge cases and we do our best to deal with those as they arise.

As a result of this work, we can also assist with some types of Microsoft Dynamics and Salesforce.com integrations.

Other Projects

There are smaller (<\$5000) projects we have done over the years, including some for UK, which touch various integrations or APIs mentioned in the RFP. We have experience with Apache SOLR and Elasticsearch (Amazon: OpenSearch). We have a few projects that have integrations with Salesforce.com, though we usually try to run those through a middleware of some type, usually on Heroku. We also built a somewhat extensive bespoke Salesforce Marketing Cloud integration for Cornett IMS and Valvoline for team.valvoline.com which was in use until last year. The modern Salesforce Marketing Cloud provides some powerful easy-to-deploy integrations for more vanilla use cases of Salesforce integration and that obviates the need for a lot of custom work, though.

Because of our work on these types of projects, we have the most experience with PHP, JavaScript/TypeScript, HTML, CSS, and related web technology. In 2022 we tend to gravitate toward React and Preact for “headless” Drupal projects, though we have also used Angular extensively in the past. “Traditional” Drupal projects are, of course, no problem.

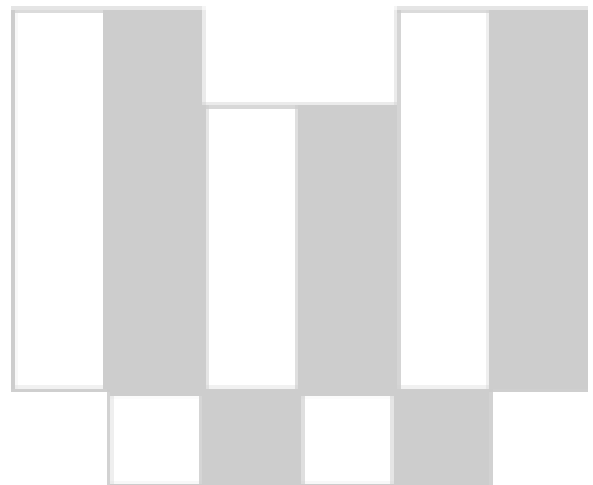
Often, we are privileged to be the trailblazers for our clients, and then we use what we’ve learned to help them leverage new technologies without an associated “gee-whiz” burden. We are most comfortable with Linux infrastructure and can provide guidance to the University as it contemplates expanding its infrastructure, cloud or otherwise. Internally we use infrastructure management tools that help us seamlessly transition sites from local to dev/staging and production workflows. We can incorporate Amazon Web Services, Cloudflare and other third-party service providers into our automated containerized workflows to meet any redundancy requirements clients might have.

For situations where Drupal as a CMS doesn’t make sense, we will tend toward using Python. A few members of our team have extensive Python experience.

Previous UK Projects

- **Ruminant.ca.uky.edu** - Ruminant Veterinary Extension Program – worked with Dr Michelle Arnold and Dr Craig Carter directly on Drupal 6/7 migration, and misc. tasks
- **uky.edu** - home page script maintenance after SiteLab was dissolved

- **uknow.uky.edu** - originally advocated before committee for adoption of Drupal 6 university-wide
- **seeblue/seebluev2** - theming related tasks with UK & Cornett IMS marketing agency
- **seeblue.com** - URL minifier; Drupal work
- **UK housing calculator** – preact/jQuery app for onsite/offsite housing embedded into Drupal theme
- **UK HealthCare NEO** – web registration form module – Steve Ivey



Services Defined

Functional Area 1 – University Web Platform Development

Our company desires for our technical consulting services to be available to whatever departments, entities, etc. within the University that might elect to use our services, either on a project-by-project basis or on an hourly basis. There have been a few interested parties from UK that desire to work with us on a project-by-project basis over the last couple of years, and we have done a few small projects as outlined in previously, as sub-contractors.

As such, multiple individuals in our company have experience in developing for a university and in particularly for the University of Kentucky. We have also worked with other secondary education institutions, giving additional experience on other platforms.

Functional Area 2 – Custom Web Application Development

We have proficiency in numerous programming languages to handle modern requirements for frontend, backend, and data management. Our ability to create blazing fast, user-friendly, mobile-friendly, applications separate us as a web application development team. Below are the programming languages and frameworks we offer our services in.

Server-side scripting languages are where our team excels. We have experience in multiple languages, including specialty frameworks using these languages.

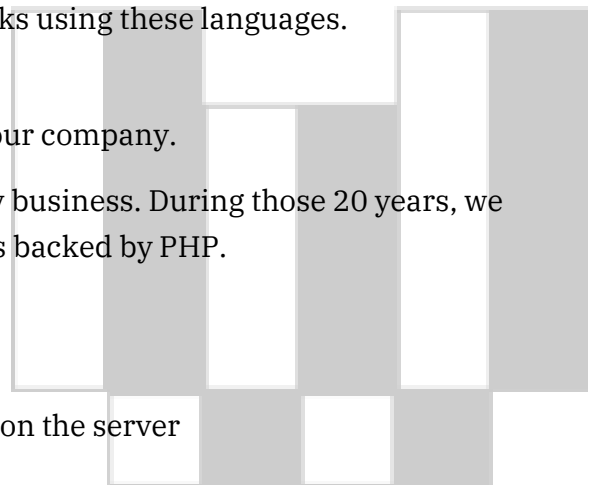
PHP

We have over 20 years of PHP experience within our company.

This is our primary language we use in day-to-day business. During those 20 years, we have built over 500 websites and web applications backed by PHP.

We use PHP to:

- Generate dynamic page content
- Create, Read, Update, Delete data and files on the server
- Collect Form Data
- Send, Receive, Save cookies



- Encrypt Data

PHP Frameworks provide helpful libraries that allow developers to build efficiently, and securely.

We have developed web applications in:

- Drupal
- WordPress
- CakePHP
- Laravel

Our main choice for development in PHP is Drupal. WWBTC staff includes 6 advanced PHP developers and 1 intermediate developer.

Python

We also have over 15 years of Python experience.

Python is a popular language at WWBTC for system scripting and web application development both. We have been using Python for system scripting for over 15 years. We have been working on web applications for over 8 of those years.

We use Python to:

- Do server-side scripting and automation
- Handle big data and manipulate data
- Create web applications that Create, Read, Update, and Delete data from databases
- Leverage libraries for Data Reporting and Visualization

Python frameworks are extremely powerful and efficient in the web space. The Python frameworks we have created applications in are:

- **Django** – Django is a Python web application framework with a MVC approach. Django is free, open source and used by tons of developers around the world. Django includes an Object Relational Manager, making it easy to handle data from the database.
- **Flask** – Flask is a “micro” Python web application framework. This is usually served as a backend API while another service handles the front-end (like react.js)

Python also has some of the most powerful server-side libraries for data reporting and visualization. We have created stunning data reports that are easy for the user to view in:

- **Pandas** – Pandas is a Python library used for data manipulation and analysis. With this library you can create labelled and relation data structures which gives your data practical uses. This can also be used to upload data to certain Python web frameworks.

WWC has two advanced Python developers and three intermediate developers on staff.

JavaScript

JavaScript has always been a key technology used at WWBTC. With over 20 years of JavaScript experience within our staff. We use JavaScript to turn web pages from static into dynamic content, without reducing speed.

Most animations you find on websites come from JavaScript libraries.

We use JavaScript to:

- Build Headless Web Applications with blazing front-end speed
- Animate web pages to enhance user experiences on desktop and mobile devices
- Create content updates with efficiency for the user
- Create interactive reports with back-end data

Modern day JavaScript frameworks are some of the most powerful on the web. WWBTC has high-profile, professional experience with these.

- **ReactJS** – ReactJS is easily the most powerful library for building front-end user interfaces. ReactJS is usually, but not always, built in a headless web application setup. In most cases, our services with Headless web applications consist of a ReactJS Front-end and Drupal Back-end.
- **React Native** – React Native is a JavaScript framework that is written to create mobile applications. This library supports iOS and Android devices. This framework allows web developers to build mobile applications and feel comfortable doing it with their JavaScript experience. These mobile applications can talk to web applications through API calls. Depending on the task at hand.

WWBTC staff includes SIX advanced JavaScript Developers and TWO intermediate developers.

Functional Area 3- Web Service Integrations

Our team of developers have experience working with enterprise systems directly, and integration with other websites. The web integration services we have experience with are as follows:

AWS

This is Amazon Web Service integration. These integrations feature AWS S3, AWS CloudFront, AWS CloudWatch.

- **AWS S3** is a service that stores objects and data in the cloud. This allows them securely to be accessed from anywhere on the internet.
- **AWS CloudFront** is a service that is built for high profile websites. It is a content delivery network built to distribute files to the user quickly.
- **AWS CloudWatch** is a service that monitors and manages performance data on a web application. These can be custom metrics which you wish to measure about your server or website.

Cloudflare

Cloudflare is a proxy/scaling solution that can often be leveraged with a Drupal site, or any website, to provide redundancy, caching, and performance improvements.

Shopify Certified

We are Shopify certified. Shopify is an ecommerce application that allows businesses to sell goods and services to customers on the internet. This is relevant to the University because the University will have strict data handling requirements similar to the Payment Card Industry (PCI) requirements. The application is usually integrated into a web application, allowing the users to have both a storefront and website working together. Shopify also implements a blazing fast API where developers can create “headless” Shopify applications for more speed, so our experience with this is somewhat responsive to functional area 2 and 3 in the RFP.

EDI Processing

EDI files are an electronic file format that replaces paper documents like purchase orders, receipts, invoices, contracts, or contract modifications. The experience we have with EDI processing is integrating custom applications, CRM workflow and business flow

analytics/analysis specifically for EDI integrations with Wal-Mart, AutoZone, and the Federal Government (FA3).

Salesforce.com

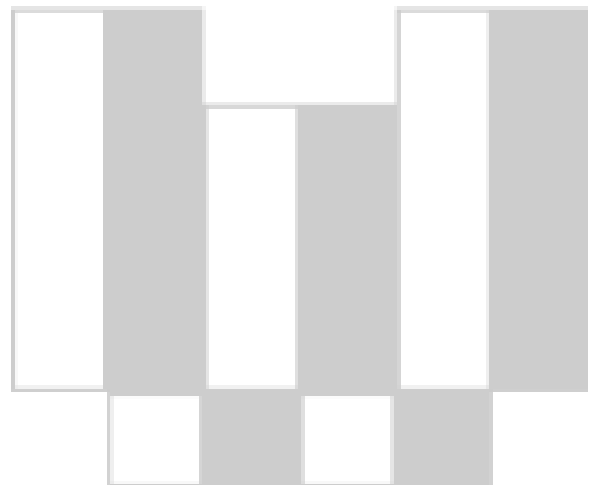
We are able to expose Drupal Webforms, and other forms, directly to Salesforce.com records.

Salesforce Marketing Cloud

Several projects listed here leverage Drupal Views and/or Drupal automations to feed data into the Salesforce Marketing Cloud.

Microsoft Dynamics

The capability exists to have strong integration between Drupal, Drupal user data and Azure Active Directory. We have been able to leverage Dynamics as a CRM platform for managing the creation and lifecycle of both Drupal accounts and Azure AD B2B/B2C accounts for the purposes of controlling access to online information hosted on a Drupal backend. We have a little experience.



Financial Proposal

We would propose the following hourly fee schedule:

Service	Hourly Fee
Drupal Implementation Services	106.00
Drupal Planning and Consulting	106.00
Infrastructure and Infrastructure Planning	106.00
Apache SOLR Consulting	106.00
Design and UX Planning	106.00
ReactJS Development	106.00
Product Management Services	119.00
React/Native or Mobile App Development	129.00
Salesforce Related	139.00
Microsoft Dynamics Related	139.00
On Site Services (any type)	189.00

This reflects a discounted “blended” hourly rate of \$106/hr. for most services we offer, except for a few where we cannot offer the discount. For situations where the University desires a fixed firm price, then we can work to plan and estimate on a project-by-project basis.

We do not bill clients for our overhead; as such an employee working “full-time” (essentially, 48 weeks a year when taking out vacation/holidays/etc.) only has about 1,536 billable hours per year. This represents billing about 32 hours out of every 40 hours worked, based on our experience.

Our working hours are 9:00 am – 5:30 PM Monday - Friday, excluding federal holidays. Any unscheduled or emergency work that is required to be completed outside regular working hours and/or on holidays is billed at 1.5 * rate.

Active projects are billed in 6-minute increments. On-site services are billed in 1-hour increments.

We can offer these rates for a 1-year term, renewable, subject to a cost-of-living rate increase as determined by the CPI-W / COLA figures from the US Social Security Administration.

Example Site: georgetowncollege.edu

Cost: Approx. \$50,000 US (~475 hours +/-)

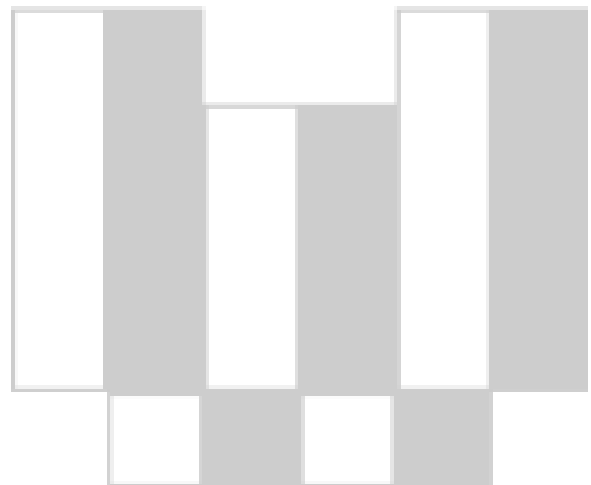
Example Site: myprimecourse.org, primeforlife.org

Cost: Approx. \$6,000,000 US+, ongoing

Technical Portion: Approx. \$2,000,000 US (Approx. 2 years of 3 Full-time Equivalent)

Example Site: api.keeneland.com

Cost: Approx. \$40,000 (~400 hours +/-)



Evidence of Successful Performance and Implementation Schedule

Functional Area 1

Site: Georgetowncollege.edu

Description: We are able to submit artifacts and documentation that we created during the course of the project for Georgetown College. This includes artifacts from the planning stage, timelines and other records of the project as evidence, if necessary.

For this website, we were solely responsible for all aspects of the project including the visual design, except copy writing (was handled both by the client and by a third party that we contracted on behalf of our client).

We designed and built a custom base Drupal theme and web site where users can learn more about the college, their housing, and courses they offer. Their news generation also has automation involved that gives the campus news content type to Mailchimp as a special feed. Mailchimp then generates and sends the news as part of their email campaigns.

On top of building the college website, we built numerous other small, related websites. One of these websites, for admissions, consisted of a headless Drupal installation where Drupal handled the back-end data and AngularJS presented the front-end.

As analytics showed much of the traffic was mobile, the pages were created “mobile-first” but are also blazing fast on desktop computers. This site is built with Drupal, PHP, HTML, CSS, and JavaScript.

Deadlines Met:

June 2017, Project Kickoff– We had our first meeting with Georgetown College to discuss a new website. We discussed their current website iteration at the time (an outdated WordPress installation) and what goals Georgetown wished to accomplish with their redesign: ease-of-maintenance over time, simpler mobile-first navigation, and better admissions rates. We also discussed industry exemplars to look at for a starting point on the project.

July 2017, Existing Site Audit, Site Map, Wireframes and Theme – WWC completed an audit of the existing site, while also exploring potential design styles and technical implementations based on client requests. With additional feedback from the client, WWC also completed a visual sitemap to explore how the site navigation would be structured for best user experience and long-term maintenance. WWC completed the wireframes for the project, providing a blueprint for how each type of page might be structured. Page types were identified using the approved sitemap completed previously. WWC also reviewed the client’s existing brand guidelines and created a web style guide that would cascade across the entire site to provide a unified visual experience. With client approval of these materials, Drupal theme and back-end development began.

August-September 2017, Continued Development, Content Entry – WWC worked closely with Georgetown to continue development on the site, setting up bi-weekly meetings to discuss site progress and next steps. Client provided continual feedback, copy and images; WWC also created Drupal accounts and workflows that allow the client to log in and make changes to relevant areas as needed as the site continued to grow. WWC tested the website on various devices and connections to ensure device compatibility and mobile responsiveness.

September 2017, Documentation, Training and Launch – WWC completed an accessibility report and submitted a user manual and documentation for the marketing team to use as a reference guide moving forward. WWC also conducted client training on managing the Drupal back-end. Site launched.

2018-Present – Website is still functional and updated regularly by Georgetown staff with minimal oversight needed from WWC. The client is able to keep content updated and mobile friendly using the backend we set up via Drupal.

Staff:

Miles Briggs (Developer)
 Wendell Wilson (Developer)
 Krista Briggs (Designer)

Client Reference:

Dr. Jonathan Sands Wise
 Vice President of Enrollment Management
 Associate Professor of Philosophy
 502-863-8204
 Georgetown College
 400 East College St.
 Georgetown, KY 40324

Site: myprimecourse.org

Description: MyPrimeCourse is a custom learning management system built with Drupal and delivered via an embedded React app. MyPrimeCourse delivers interactive learning material such as videos, multiple choice questions, and other custom interactions. The course tracks user progress and provides a dashboard where users can view their progress, resume and review the course, and print their certificate of completion. This is built with Drupal, PHP, HTML, CSS, and JavaScript.

Deadlines Met:**MAIN WEBSITE**

October 2019, Site Audit + Proposal – WWC audited PRI's old website, with notes about what was and wasn't working. WWC also created a proposal for how to streamline the navigation for a better user experience.

March 2020, Kickoff Meeting – WWC set up a meeting with client stakeholders to determine what was needed in a new marketing website for PRI and its programs. Our discussion revolved around creating a site that was mobile friendly and easy to understand for audiences that weren't already familiar with PRI's work, but also how PRI

could better serve their existing clients with a more streamlined interface. The client was also interested in exploring animations for certain key pages.

March 2020 – April 2020, Animation Exploration – WWC worked closely with PRI’s team to create several homepage options. Because the client was interested in animations specifically, WWC chose to iterate directly in the browser using basic HTML, CSS, and JavaScript. This allowed the client to see their ideas executed in a more tangible way, truer to how the finished product might look and feel.

May 2020 – September 2020, Finalized Site Map, Interior Page Design and Content Entry – Client approved homepage design and animations; WWC created style guide proposal based on the finalized homepage to keep interior pages on brand. WWC began doing weekly meetings with PRI team members to discuss content production, development progress and other goals. WWC created specific page types as requested by the client—styles for programs, webforms, courses, training, etc. WWC also created default user dashboard styles to be used for other projects at a later date (see MyPrime). The site was also designed and developed to tie in with the client’s existing program management.

September 2020 – WWC tested the website in multiple devices to ensure mobile friendliness and set up Drupal accounts for PRI to begin their internal maintenance. We completed content management training with the client and launched the site.

MYPRIME COURSE WEBSITE

Description: For myprimecourse.org the Army provided specific deliverables and milestones (X number of people through the course by date Y, etc.). Our usual approach is to work backward from the provided goals and determine feasibility, complexity, etc. so that a confidence interval of hitting those deadlines is achieved. The major milestones and deadlines have been hit. This is a very long-lived project and has not been without turbulence, shifting business goals and changes in ideals as leadership changes. In general, we try to apply an Agile approach and keep stakeholders involved on at least a once-every-two-weeks basis to keep them engaged. We often do best when we can interface directly with the user metrics of the underlying system to understand the issues users face to incorporate into our schedules and burn-down lists.

The contacting basis for this is on a year-by-year basis, but we would try to address major upgrades and features in increments no larger than 3 months at a time. We have found if a

feature or requirement cannot reasonably be completed in 3 months, the project needs to be reorganized to split that work into a couple of shorter milestones that can be combined later.

Staff:

CJ Highley (Developer)

Krista Briggs (Designer)

Client References:

Charlie Crouch

859-296-5046

Prevention Research Institute, INC

841 Corporate DR

STE 300

Lexington, KY 40503

Functional Area 2

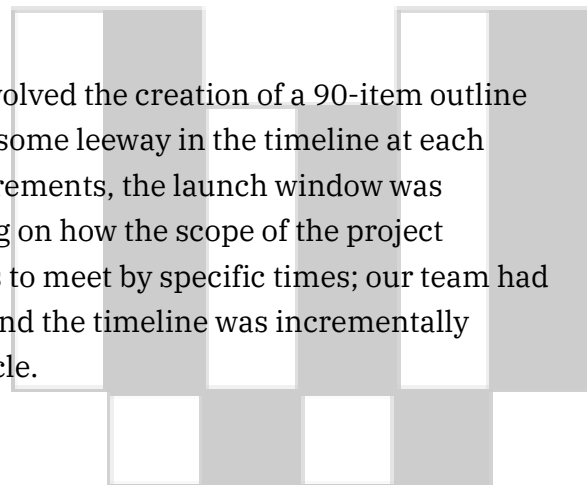
Site: Keeneland.com

Description: Keeneland is an internationally known thoroughbred racecourse, auction house, and more. The Keeneland Main website is responsible for giving venue information, updates, and news around The Grounds and Racing. This is built with Drupal, PHP, HTML, CSS, and JavaScript.

Deadlines Met:

The timeline for the keeneland.com migration involved the creation of a 90-item outline that consisted of small and large milestones with some leeway in the timeline at each stage. As there were some unknowns in the requirements, the launch window was established as a range of possible dates depending on how the scope of the project progressed. Keeneland had specific requirements to meet by specific times; our team had specific requirements to meet by a certain time, and the timeline was incrementally adjusted throughout the project's 9-month life cycle.

Staff:



Wendell Wilson (Developer)
 Jeff Edwards (Developer)
 Miles Briggs (Developer)
 Brian Kilburn (Developer)

Client References:

Ryan Spaight
 859-288-4184
 Keeneland Association, INC.
 4201 Versailles RD
 Lexington, KY 40510

Site: catalog.Keeneland.com

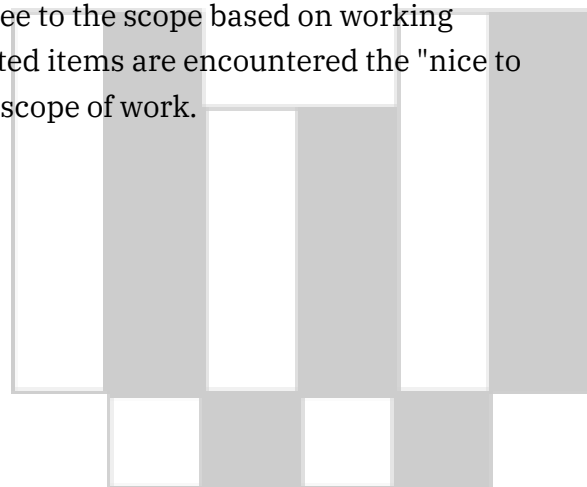
Description: The Keeneland Catalog is a listing of horses for sale and their current status for the annual horse sales event. This data is retrieved by an API built at api.keeneland.com. This is built with React JS, JavaScript, and PHP.

Deadlines Met: The catalog.keeneland.com changes with each Keeneland sale throughout the year. The project has a very strict deadline and has launched successfully on time for the last 3 years. To meet the deadlines, we work backward from the deadline and identify the work that must be done, and the work that is nice to have and work to add it to the list. For fixed-budget projects, the time for each major task is estimated alone with a confidence interval. We try to get all parties to agree to the scope based on working backward from the fixed timeline. When unexpected items are encountered the "nice to have" list can be scaled back or moved to a future scope of work.

Staff: Wendell Wilson (Developer)
 Jeff Edwards (Developer)
 Miles Briggs (Developer)
 Brian Kilburn (Developer)

Client References:

Ryan Spaight
 859-288-4184
 Keeneland Association, INC.



4201 Versailles RD
Lexington, KY 40510

Site: LienTracker360.com

Description: This application is a state-wide tax lien tracking system that allows the users to complete the full litigation process from Lien Purchase to Foreclosure. This system will calculate past tax liability and second collection letters with complete automation. The system allows lien prospectors and tax attorneys to determine which properties are available for purchase based on certain criteria.

Deadlines Met:

Onboarding – February 2017. We received the application in the form of a git repo. This application was running on Python virtualenv and very old technology. We began to automate and update the technology right from the beginning. We implemented docker for an easy development to production pipeline.

Version 1 Launched – April 2017 – After the Docker server automation was finished, we were able to spin up a production version on our own hosted servers. The client had numerous changes, possibly hundreds, after the production server was launched. We began developing version 2 here. The technology had been deprecated, so our goal was to improve efficiency and security while handling their requests.

Version 2 Development Beginning – April 2017 – The Development milestone began with a complete overhaul of the front-end system. Due to the old technology, while overhauling the front-end we implemented some up to date frameworks like ReactJS, Bulma, and others. The development here featured a completely fresh API that allowed the ReactJS front-end to communicate properly with the back-end.

Version 2 Development Completion – July 2020 – This milestone was successfully completed with a complete overhaul on the front end. The legacy theme was outdated and inefficient. We added ReactJS front-end and Bulma HTML frameworks to make this user-friendly, mobile-friendly, and speed efficient.

Maintenance – Ongoing 2022. This milestone is set “on-going” as the nature of the application has litigation changes, report changes, and library security updates.

Staff: Nick Conn (Developer)
Ryan Elliott (Developer)
Brian Kilburn (Developer)
Wendell Wilson (Developer)

Client References:

Brenna Richardson
859-582-1030
East Kentucky Funding Group
PO Box 1056
Richmond, KY 40476

Functional Area 3

Site: api.Keeneland.com

Description:

This is the back-end API that powers websites like catalog.keeneland.com. This catalog is a listing of horses for sale and their current status for annual horse sales. This API is the “bridge” that connects data from TJC, Keeneland Internal, and Keeneland’s consignor portal.

This API assists consignors with the ability to upload and manage media assets via a DIY portal. The ability to upload video right from their mobile devices will limit errors and give the consignors a preview of looking at the horse in the catalog application.

Deadlines Met:

The api.keeneland.com site was developed because the process of creating and publishing a catalog every year is fairly repetitive, but the marketing approach had been to re-create the catalog every year. The deadlines for the API site depended on the timelines for the individual catalogs, but the "spare" labor from the burn-down list in individual catalog projects was allocated to the API site. By doing so it lowered the commitment and accelerated the timeline for subsequent catalog site. This helped transform the process by which catalogs sites were handled in a way that was not apparent to involved stakeholders in and outside Keeneland but that has resulted in more reliable timelines, estimates and consistency in execution.

Staff: Wendell Wilson (Developer)
Miles Briggs (Developer)
Brian Kilburn (Developer)

Client References:

Ryan Spaight
859-288-4184
Keeneland Association, INC.
4201 Versailles RD
Lexington, KY 40510

Site: inspections.lientracker360.com

Description:

This API integration system is used to connect an iPad mobile application that takes pictures and allows uploading to the Lientracker360 web application. The application features a relationship database schema and web GUI to view uploads. Under the hood it uses Feathers JS for back-end technology.

Deadlines Met:

Planning Completed – May 2017 – This milestone involved the planning of design, security settings, and endpoints that would connect the two applications.

Development Began – July 2017 – We began the development milestone which involved creating a fresh new application in React JS and React Native.

Development Completed – October 2017 – The development milestone was completed in time, and the testing phase began.

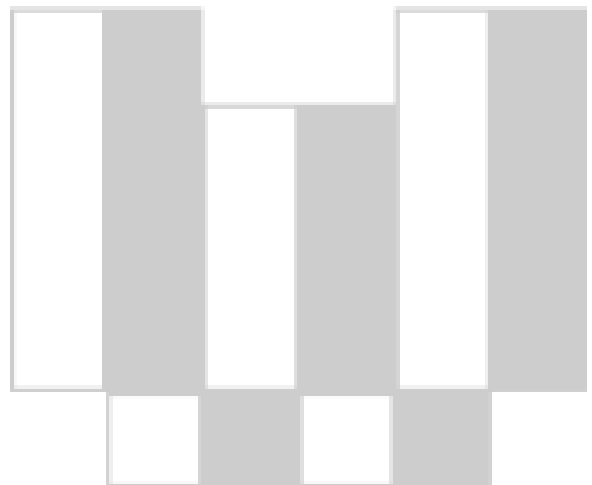
Testing Completed – November 2017 – In the testing phase, we were able to test stock photos uploaded via the iPad application. These photos were then uploaded to an AWS bucket that the web application could read.

Launch Completed – November 2017 – After the testing phase was good, we pushed the application live to the internet. This application is still being used as of this writing.

Staff: Nick Conn (Developer)
Ryan Elliott (Developer)
Brian Kilburn (Developer)
Wendell Wilson (Developer)

Client References:

Brenna Richardson
859-582-1030
East Kentucky Funding Group
PO Box 1056
Richmond, KY 40476



Other Additional Information

Copyright Assignment

Our organization works primarily with open-source software and has built an extensive library of code, libraries, routines, etc. for solving all types of problems across many of the services contemplated by this agreement. While minor work might be required to customize an existing open-source library, as a contractor, we cannot offer to assign copyright to the University for our code because no code would be written solely for the University. Further, the contractor would have no desire to give up copyright on a programming solution created for a previous scope of work on another project if it were incorporated into a solution for the University. Code provided by the contractor will almost certainly be covered by an open-source license, such as the GNU GPLv2. Drupal, for example, is licensed this way. Any Drupal module we provide to the university would inherit the same GPLv2 license to the University as Drupal itself, in other words. This is the easiest option that does not unduly encumber the University with questions over copyright, nor does it create ambiguity for the contractor as to their rights.

In the possible (but unlikely) event truly original work would be produced by the contractor specifically for the University, then the contractor would license that to the University under a perpetual worldwide irrevocable license. A more likely scenario is that the work, whether in custom module, custom component, etc. would be submitted “upstream” to the affected open-source project, such as Drupal, or maintained by the contractor on Drupal.org, under a permissive open-source license.

The copyright for Drupal theme files and related non-programming “creative and copy” type elements can, of course, be assigned to the University.

Confidentiality Information

We and our agents will not use or disclose the University’s information except when necessary, and only to the extent necessary, to hardware or software vendors for the

purpose of obtaining their assistance with University's systems. Confidential information will be disclosed when required by statute or court order.

"Confidential Information" shall mean any information, technical data, or know-how which relates to the business, clients, suppliers, services, or products of each party to this agreement including, without limitation, any research, products, services, developments, inventions, processes, techniques, designs, distribution, engineering, marketing, financial, merchandising, sales and/or salary information which is disclosed by such party or on its behalf, before or after the date of agreement to the proposal, to the other party or its employees or agents, directly or indirectly, in writing, orally, or by drawings or inspections and are designated in writing as confidential, provided that if such information is in non-tangible information. "Confidential Information" does not include information, technical data or know-how which (i) is already published or available to the public other than by a breach of this Agreement; (ii) is rightfully received from a third party not in breach of any obligations of confidentiality; (iii) is independently developed by personnel or agents of Wendell Wilson Consulting without access to the Confidential Information or the other; (iv) is proven to be known to Wendell Wilson Consulting at the time of disclosure; or (v) is provided in compliance with applicable law or a court order, provided that Wendell Wilson Consulting first gives the Client opportunity to defend and/or attempt to limit such production.

Wendell Wilson Consulting agrees not to use the Confidential Information of the Client for its own use or for any purpose not deemed as being necessary to carry out the terms of this Agreement. Wendell Wilson Consulting further agrees that it will not disclose any Confidential Information of the Client to any person other than the Wendell Wilson Consulting's employees who are directly involved in providing Wendell Wilson Consulting's service to the Client. The Wendell Wilson Consulting agrees it shall take reasonable security measures and care to preserve and protect the secrecy of, and to avoid disclosure or use of, the Client's Confidential Information. Wendell Wilson Consulting agrees to promptly advise the Client in writing of any misappropriation or misuse by any person of such Confidential Information, which may come to its attention.

Exceptions/Deviations from RFP

Wendell Wilson Consulting requires that the clients agree that the damages from a breach of contracted agreements are limited to the amount of the fee paid by the client. If a

disagreement occurs sufficient to require a revocation of their agreement, we will claim no more than the amount of the fee due from the client and the client will claim no more than the amount of the fee paid. Both Wendell Wilson Consulting and the client agree that a higher fee was not placed in the agreements in exchange for an agreement that neither party would be responsible for the other's consequential damages. Both parties agree to submit any irreconcilable conflict first to a mediator, agreeable to both parties, to avoid the time and expense of litigation.

Any equipment, documentation, or other information of the Client which has been furnished to the Wendell Wilson Consulting will be promptly returned by Wendell Wilson Consulting to the Client accompanied by all copies of such documentation made by Wendell Wilson Consulting upon request of the Client.

No party acquires any rights of ownership of title in the Client's confidential information by virtue of this Agreement. Nothing herein contained shall be deemed to limit or restrict the rights of the Client to assert claims for a patent or copyright infringement against Wendell Wilson Consulting. During the term of this and for a period of 2 years after the term of this agreement, it is understood and agreed that certain business and trade information which the parties deem confidential may be provided or disclosed by one to the other.

Client shall indemnify, defend and hold Wendell Wilson Consulting harmless from and against any and all third party claims, liability, suits, losses, damages and judgments, joint or several, and shall pay all costs and expenses (including counsel's fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising there from that Wendell Wilson Consulting incurs as a result of having performed services on behalf of Client.

UK Request for Proposal

UK-2272-23 | Web Development Services



Prepared by Wendell Wilson Consulting

104 East Main Street, Richmond, KY 40475 | 1-859-625-1100 | wwbtc.com

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Introduction

August 9, 2022

Ms. Joyce French

Purchasing Division

University of Kentucky

322 Peterson Service Building

Lexington, KY 40506-0005

Dear Ms. French,

Thank you in advance for reviewing our proposal for the University of Kentucky's RFP for Web Development Services (UK-2272-23). We are submitting this RFP response subject to being able to work out a mutually satisfactory agreement as to the parties' obligations and requirements. Our submission of the response is based on the assumption that if we are a successful bidder, then our consulting services would generally be available to the University, entities within the University, etc. on a project-by-project and as-needed basis, but otherwise there is no firm commitment from the University as to the number of hours or baseline services that could be allocated toward projects.

Though we have often worked as a sub-contractor for the University, we understand that it would be better for both of us to build a direct long-term relationship, providing the University with a direct conduit to our expertise that has certainty and consistency of execution that our company has always provided.

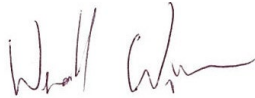
This proposal will remain valid for six (6) months after the closing date of the RFP's proposal deadline and can be discussed with our Managing Director, Donna Gibson, at any time to proceed with the proposal.

We have received all addenda and written questions provided by the University on August 5, 2022. The questions and answers provided additional information that was very helpful to drafting our proposal. If an onsite oral presentation and/or candidate interview is required by the University, Wendell Wilson Consulting will accept all financial

responsibility for the travel expenses. As for any deviations or exceptions to the RFP requirements, we have listed this information under the “Other Additional Information” section of the proposal. This section also includes the confidentiality information. These deviations are based on our experience working on similar type of projects as what the University is looking to contract in this RFP.

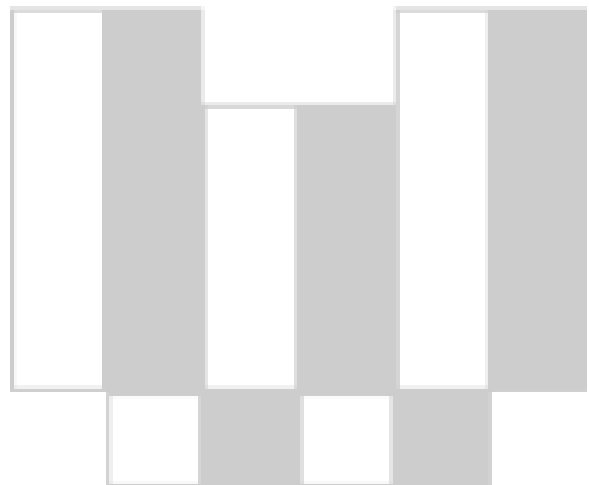
If you have any questions or comments, please do not hesitate to reach out to myself or our Managing Director, Donna Gibson, at any time. Our team looks forward to hearing from you.

Sincerely,



Wendell Wilson

President



Executive Summary & Proposal Overview

Our company, Wendell Wilson Consulting, LLC is fully prepared to undertake projects large and small of the nature outlined in the Web Development Services RFP. Not only are we the largest technical services company in Madison County, KY, but we have been involved with Drupal on campus since the very earliest days Drupal on campus through the UK Public Relations team and the University marketing agency.

We have a proven track record, not only with building and developing Drupal-based websites, but also in integrating Drupal into a larger ecosystem of web systems including Active Directory Authentication, Headless ReactJS-based front-ends, Salesforce.com, e-Learning systems, and more.

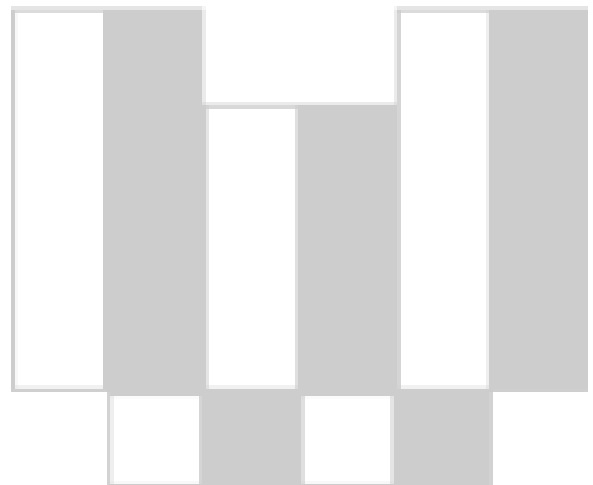
Our small business currently employs 19 individuals, and we understand the need to have a responsive local organization to provide any level of timely guidance and expertise to “right size” each project to fit the support staff that will be using the site. In other words, we know that the solutions we deliver on a given project may need to have their complexity tailored to the longer-term use case and skill set of the people that will be in charge of maintenance.

Outside of our experience with Drupal as a content management system, we also have extensive experience with Google Analytics, A/B testing, formal User Experience design and all of the technical aspects of improving a website’s performance.

For UK’s technical team, as UK hosts on-site, it will likely be productive for our team to interface with the infrastructure team. As we have some tangential experience deploying projects on UK’s infrastructure, we believe that having our “in the weeds” expertise available as a resource to UK for the hosting infrastructure, site management, and DevOps would be valuable to the University.

Being a small business (Internal Code 30) located in a HUBZone area, we fully understand and commit to the ideas of diversity, equity, and inclusion. Our main goal is to find

individuals, regardless of race/gender/class/orientation, who present a strong desire to expand their programming development abilities. We work closely with the local universities to identify programming interns that may be able to transition to full time staff.



Offeror Qualifications

Wendell Wilson Consulting, LLC (WWC) was incorporated in 2003 to provide specialty system integration services directly to small and medium sized business. Over the years we have gathered experience from many different industries and have come to specialize in several areas relevant to the UK RFP.

We believe in the ethos of open-source software and that it is possible to earn a living giving away software while selling expertise because it minimizes wasted effort. Our belief is that the state of the art in society can only advance when the highest level of baseline knowledge is both ubiquitous and well-understood by some critical mass of people. In other words, our work can benefit more than ourselves and our clients.

Open source also tends to lower both capital expenditure and maintenance costs over the long term, which will help the University in its sustainability mission.

Long-term relationships, and the stability of those relationships, is a key part of our business strategy. We do not desire to spend a lot of time and energy chasing down projects and clients that are one-offs. As such, we have both client and staff turnover rates that have been consistently below industry averages. We are a large enough company that we can offer benefits such as insurance, a 401k, and work-life balance to our workers, but we remain small enough to keep overhead and other costs under control. We prefer to work with clients that we can partner with over the long term, and that are able to leverage what we offer.

Currently, WWC employs 19 staff members. Every individual has at least one aspect of their role involved in production, product management or technical support roles. We do not employ anyone for sales, marketing, or copy-writing roles.

Our clients include small and medium businesses, government and non-government agencies, and educational institutions. Some of our clients are large and have their own internal teams that we collaborate with extensively, up to and including managing third

party vendors to keep everything running smoothly. Whatever our clients' needs are, we try to remain flexible enough to work with what we have and get the job done.

We are less 'outsourced programmers' and more 'trusted advisors' to our best clients.

Our business plan for the next 6-18 months is to onboard a few additional clients and hire for positions as needed, as the economic situation has created some new opportunities for our team and, we hope, things are becoming more stable quasi-post pandemic.

Our teams are working on web technologies around static site generation, "headless Drupal," the Gutenberg drag-and-drop content editing interface for Drupal, and container/portability in cloud and hybrid cloud/on prem infrastructure.

It is likely we will transition our existing Docker-based infrastructure to RedHat and Podman, as the licensing costs have gone down, and the project has matured. This should enable us to offer easier workflows for managing more complex Drupal installations in terms of maintenance and resiliency when mixing both cloud and on-prem hosting infrastructure.

We are excited by the rapid proliferation of Gutenberg as a GUI editor for Drupal and have found success for our clients using that editor as a more flexible and more easily extensible content editing interface. So, we will continue to develop and innovate there, as best we are able.

While we have multiple types of certifications, we don't really have too many certifications that would be applicable for the University contract at this time. However, many of our developers have Computer Science degrees. We are Shopify Certified Developers, VMware Partners, and are currently Microsoft Certified Partners.

We have extensive experience in and adjacent to the UK web platform ecosystem specifically with Drupal. Our founder, Wendell Wilson, originally advocated for the use of Drupal by the University as a pragmatic, reasonable and sustainable alternative to other proprietary CMS systems on offer from various vendors more than ten years ago. Though we haven't had much opportunity to work on UK projects the last couple of years, we have worked on many relevant projects with Drupal and adjacent technology. The WWC development team has grown since we originally implemented Drupal for UKPR and we have amassed a great deal of experience since then. Experience not just with Drupal, but also providing integration services for many things other than Drupal. Much of the original

development team that worked with UKPR to kickstart Drupal for UK still works in the firm, in fact.

We would prefer not to disclose the following section publicly as it exposes too much information to competitors.

Example Project: georgetowncollege.edu

Relevancy: For the main Georgetown College website, and several smaller related sites, we were solely responsible for all aspects of the project, including design. Copywriting was handled by a third-party contractor. In addition to a base Drupal theme (similar to the UK theme strategy), we also developed an AngularJS-based admissions app which resulted in a higher conversion rate of applicants. The content inside this app came from a “headless” Drupal install. This innovative design assured the fastest possible performance for students applying from mobile devices. Their news items generate a feed which is consumed by Mailchimp for their email marketing campaigns. There is also a custom course catalog that we built. This project fits mostly into Functional Area 1 of the RFP, with some aspects maybe relating to Functional Area 3. Additional detail is provided later in this RFP response.

Example Project: myprimecourse.org, primeforlife.org

Relevancy: This is one of the longest-running Drupal projects that WWC has worked on. The annualized costs of the contract have varied over the years, but currently the project engages about 1.2 FTE at a cost of around \$200k/year.

This platform has grown from a Drupal 5 base, through Drupal 6, 7 8 and finally now is on Drupal 9. Throughout the lifetime of the project there have been many Drupal migrations, deadlines, milestones and budget adjustments with the overall ebb and flow of the project.

The Drupal 9 development environment that we have crafted has a great deal of automation built in top of Docker and, more recently, RedHat’s drop-in Docker replacement Podman. In addition to tracking site source code and configuration via git, we track infrastructure requirements and changes via git. Unit tests and integration tests are also handled via the git version control system.

Most recently, PRI has extended the system to support state-government systems and we have designed and deployed extensive Microsoft Dynamics CRM integration across the

whole system. This application has many components that directly or indirectly incorporate Functional Area 1, 2, and 3 from the RFP.

Example Project: api.keeneland.com

We included this site to better respond directly to Functional Area 3 of the RFP. While we have a lot of technical and implementation responsibility for many Drupal projects for Keeneland, this particular one is an older/ongoing project most responsive to several areas of the RFP.

There isn't much to see from the public side, but this API site powers other sites such as catalog.keeneland.com -- which is a listing of horses for sale and their current status for the annual horse sales. This site is implemented in React, but the data is fed from Drupal.

Example Project: East KY Funding Group Platform

This Python-based platform is a state-wide tax lien tracking system that can calculate past tax liability and send collection letters automatically. It helps lien prospectors and tax attorneys determine which properties to buy based on a number of criteria about the property. There is also an iPad react-native app that we wrote which is used for collecting data from the field (GPS, photos, etc.). We designed the relational database schema, the API the app uses and the web GUI. We were solely responsible for all aspects of the project, and it has been a 5 year+ project with numerous sub-tasks and subcomponents. Under the hood it uses the Feathers project for part of the API, Python for the rest. For the mobile app it uses React & React Native for most parts of the front-end. This project is responsive to Functional Area 3 (Brenna Prater, reference provided).

The largest Python solution we've ever played an architectural and support role in a platform based on the open-source BOTS-EDI product for processing EDI 850 and 860 (Purchase Order and Modification) documents for the federal government in collaboration with DCMA under an A3S contract.

We are effective technical partners even when requirements take a turn for the weird – on many of these projects there have been numerous exceptions and edge cases and we do our best to deal with those as they arise.

As a result of this work, we can also assist with some types of Microsoft Dynamics and Salesforce.com integrations.

Other Projects

There are smaller (<\$5000) projects we have done over the years, including some for UK, which touch various integrations or APIs mentioned in the RFP. We have experience with Apache SOLR and Elasticsearch (Amazon: OpenSearch). We have a few projects that have integrations with Salesforce.com, though we usually try to run those through a middleware of some type, usually on Heroku. We also built a somewhat extensive bespoke Salesforce Marketing Cloud integration for Cornett IMS and Valvoline for team.valvoline.com which was in use until last year. The modern Salesforce Marketing Cloud provides some powerful easy-to-deploy integrations for more vanilla use cases of Salesforce integration and that obviates the need for a lot of custom work, though.

Because of our work on these types of projects, we have the most experience with PHP, JavaScript/TypeScript, HTML, CSS, and related web technology. In 2022 we tend to gravitate toward React and Preact for “headless” Drupal projects, though we have also used Angular extensively in the past. “Traditional” Drupal projects are, of course, no problem.

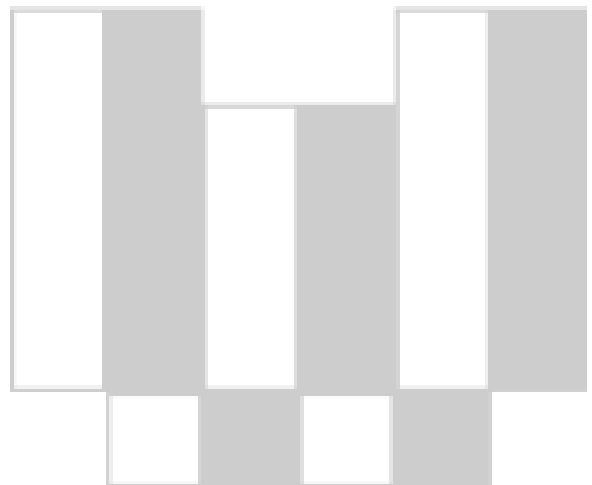
Often, we are privileged to be the trailblazers for our clients, and then we use what we’ve learned to help them leverage new technologies without an associated “gee-whiz” burden. We are most comfortable with Linux infrastructure and can provide guidance to the University as it contemplates expanding its infrastructure, cloud or otherwise. Internally we use infrastructure management tools that help us seamlessly transition sites from local to dev/staging and production workflows. We can incorporate Amazon Web Services, Cloudflare and other third-party service providers into our automated containerized workflows to meet any redundancy requirements clients might have.

For situations where Drupal as a CMS doesn’t make sense, we will tend toward using Python. A few members of our team have extensive Python experience.

Previous UK Projects

- **Ruminant.ca.uky.edu** - Ruminant Veterinary Extension Program – worked with Dr Michelle Arnold and Dr Craig Carter directly on Drupal 6/7 migration, and misc. tasks
- **uky.edu** - home page script maintenance after SiteLab was dissolved

- **uknow.uky.edu** - originally advocated before committee for adoption of Drupal 6 university-wide
- **seeblue/seebluev2** - theming related tasks with UK & Cornett IMS marketing agency
- **seeblue.com** - URL minifier; Drupal work
- **UK housing calculator** – preact/jQuery app for onsite/offsite housing embedded into Drupal theme
- **UK HealthCare NEO** – web registration form module – Steve Ivey



Services Defined

Functional Area 1 – University Web Platform Development

Our company desires for our technical consulting services to be available to whatever departments, entities, etc. within the University that might elect to use our services, either on a project-by-project basis or on an hourly basis. There have been a few interested parties from UK that desire to work with us on a project-by-project basis over the last couple of years, and we have done a few small projects as outlined in previously, as sub-contractors.

As such, multiple individuals in our company have experience in developing for a university and in particularly for the University of Kentucky. We have also worked with other secondary education institutions, giving additional experience on other platforms.

Functional Area 2 – Custom Web Application Development

We have proficiency in numerous programming languages to handle modern requirements for frontend, backend, and data management. Our ability to create blazing fast, user-friendly, mobile-friendly, applications separate us as a web application development team. Below are the programming languages and frameworks we offer our services in.

Server-side scripting languages are where our team excels. We have experience in multiple languages, including specialty frameworks using these languages.

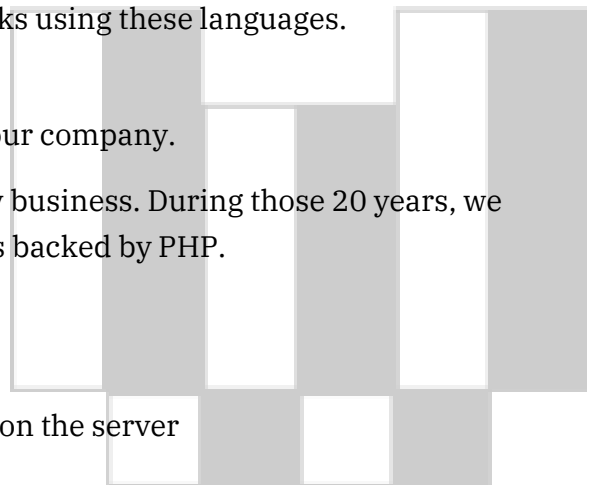
PHP

We have over 20 years of PHP experience within our company.

This is our primary language we use in day-to-day business. During those 20 years, we have built over 500 websites and web applications backed by PHP.

We use PHP to:

- Generate dynamic page content
- Create, Read, Update, Delete data and files on the server
- Collect Form Data
- Send, Receive, Save cookies



- Encrypt Data

PHP Frameworks provide helpful libraries that allow developers to build efficiently, and securely.

We have developed web applications in:

- Drupal
- WordPress
- CakePHP
- Laravel

Our main choice for development in PHP is Drupal. WWBTC staff includes 6 advanced PHP developers and 1 intermediate developer.

Python

We also have over 15 years of Python experience.

Python is a popular language at WWBTC for system scripting and web application development both. We have been using Python for system scripting for over 15 years. We have been working on web applications for over 8 of those years.

We use Python to:

- Do server-side scripting and automation
- Handle big data and manipulate data
- Create web applications that Create, Read, Update, and Delete data from databases
- Leverage libraries for Data Reporting and Visualization

Python frameworks are extremely powerful and efficient in the web space. The Python frameworks we have created applications in are:

- **Django** – Django is a Python web application framework with a MVC approach. Django is free, open source and used by tons of developers around the world. Django includes an Object Relational Manager, making it easy to handle data from the database.
- **Flask** – Flask is a “micro” Python web application framework. This is usually served as a backend API while another service handles the front-end (like react.js)

Python also has some of the most powerful server-side libraries for data reporting and visualization. We have created stunning data reports that are easy for the user to view in:

- **Pandas** – Pandas is a Python library used for data manipulation and analysis. With this library you can create labelled and relation data structures which gives your data practical uses. This can also be used to upload data to certain Python web frameworks.

WWC has two advanced Python developers and three intermediate developers on staff.

JavaScript

JavaScript has always been a key technology used at WWBTC. With over 20 years of JavaScript experience within our staff. We use JavaScript to turn web pages from static into dynamic content, without reducing speed.

Most animations you find on websites come from JavaScript libraries.

We use JavaScript to:

- Build Headless Web Applications with blazing front-end speed
- Animate web pages to enhance user experiences on desktop and mobile devices
- Create content updates with efficiency for the user
- Create interactive reports with back-end data

Modern day JavaScript frameworks are some of the most powerful on the web. WWBTC has high-profile, professional experience with these.

- **ReactJS** – ReactJS is easily the most powerful library for building front-end user interfaces. ReactJS is usually, but not always, built in a headless web application setup. In most cases, our services with Headless web applications consist of a ReactJS Front-end and Drupal Back-end.
- **React Native** – React Native is a JavaScript framework that is written to create mobile applications. This library supports iOS and Android devices. This framework allows web developers to build mobile applications and feel comfortable doing it with their JavaScript experience. These mobile applications can talk to web applications through API calls. Depending on the task at hand.

WWBTC staff includes SIX advanced JavaScript Developers and TWO intermediate developers.

Functional Area 3- Web Service Integrations

Our team of developers have experience working with enterprise systems directly, and integration with other websites. The web integration services we have experience with are as follows:

AWS

This is Amazon Web Service integration. These integrations feature AWS S3, AWS CloudFront, AWS CloudWatch.

- **AWS S3** is a service that stores objects and data in the cloud. This allows them securely to be accessed from anywhere on the internet.
- **AWS CloudFront** is a service that is built for high profile websites. It is a content delivery network built to distribute files to the user quickly.
- **AWS CloudWatch** is a service that monitors and manages performance data on a web application. These can be custom metrics which you wish to measure about your server or website.

Cloudflare

Cloudflare is a proxy/scaling solution that can often be leveraged with a Drupal site, or any website, to provide redundancy, caching, and performance improvements.

Shopify Certified

We are Shopify certified. Shopify is an ecommerce application that allows businesses to sell goods and services to customers on the internet. This is relevant to the University because the University will have strict data handling requirements similar to the Payment Card Industry (PCI) requirements. The application is usually integrated into a web application, allowing the users to have both a storefront and website working together. Shopify also implements a blazing fast API where developers can create “headless” Shopify applications for more speed, so our experience with this is somewhat responsive to functional area 2 and 3 in the RFP.

EDI Processing

EDI files are an electronic file format that replaces paper documents like purchase orders, receipts, invoices, contracts, or contract modifications. The experience we have with EDI processing is integrating custom applications, CRM workflow and business flow

analytics/analysis specifically for EDI integrations with Wal-Mart, AutoZone, and the Federal Government (FA3).

Salesforce.com

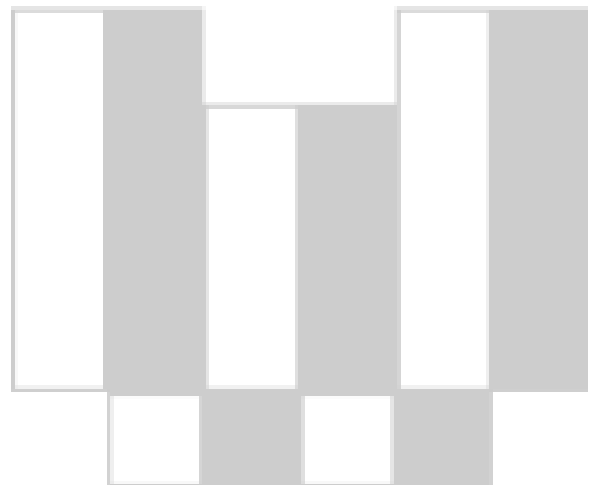
We are able to expose Drupal Webforms, and other forms, directly to Salesforce.com records.

Salesforce Marketing Cloud

Several projects listed here leverage Drupal Views and/or Drupal automations to feed data into the Salesforce Marketing Cloud.

Microsoft Dynamics

The capability exists to have strong integration between Drupal, Drupal user data and Azure Active Directory. We have been able to leverage Dynamics as a CRM platform for managing the creation and lifecycle of both Drupal accounts and Azure AD B2B/B2C accounts for the purposes of controlling access to online information hosted on a Drupal backend. We have a little experience.



Financial Proposal

We would propose the following hourly fee schedule:

Service	Hourly Fee
Drupal Implementation Services	106.00
Drupal Planning and Consulting	106.00
Infrastructure and Infrastructure Planning	106.00
Apache SOLR Consulting	106.00
Design and UX Planning	106.00
ReactJS Development	106.00
Product Management Services	119.00
React/Native or Mobile App Development	129.00
Salesforce Related	139.00
Microsoft Dynamics Related	139.00
On Site Services (any type)	189.00

This reflects a discounted “blended” hourly rate of \$106/hr. for most services we offer, except for a few where we cannot offer the discount. For situations where the University desires a fixed firm price, then we can work to plan and estimate on a project-by-project basis.

We do not bill clients for our overhead; as such an employee working “full-time” (essentially, 48 weeks a year when taking out vacation/holidays/etc.) only has about 1,536 billable hours per year. This represents billing about 32 hours out of every 40 hours worked, based on our experience.

Our working hours are 9:00 am – 5:30 PM Monday - Friday, excluding federal holidays. Any unscheduled or emergency work that is required to be completed outside regular working hours and/or on holidays is billed at 1.5 * rate.

Active projects are billed in 6-minute increments. On-site services are billed in 1-hour increments.

We can offer these rates for a 1-year term, renewable, subject to a cost-of-living rate increase as determined by the CPI-W / COLA figures from the US Social Security Administration.

Example Site: georgetowncollege.edu

Cost: Approx. \$50,000 US (~475 hours +/-)

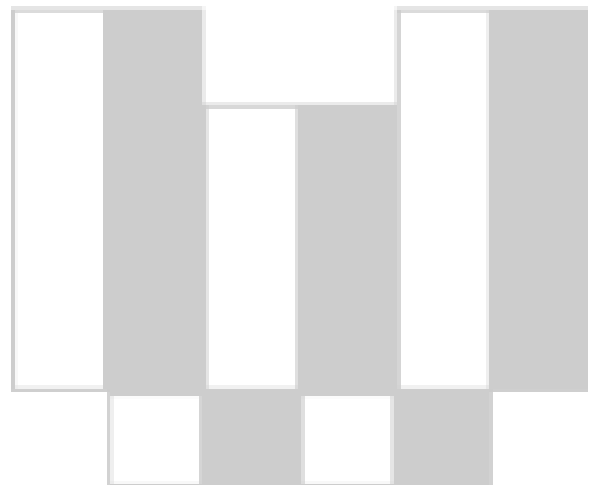
Example Site: myprimecourse.org, primeforlife.org

Cost: Approx. \$6,000,000 US+, ongoing

Technical Portion: Approx. \$2,000,000 US (Approx. 2 years of 3 Full-time Equivalent)

Example Site: api.keeneland.com

Cost: Approx. \$40,000 (~400 hours +/-)



Evidence of Successful Performance and Implementation Schedule

Functional Area 1

Site: Georgetowncollege.edu

Description: We are able to submit artifacts and documentation that we created during the course of the project for Georgetown College. This includes artifacts from the planning stage, timelines and other records of the project as evidence, if necessary.

For this website, we were solely responsible for all aspects of the project including the visual design, except copy writing (was handled both by the client and by a third party that we contracted on behalf of our client).

We designed and built a custom base Drupal theme and web site where users can learn more about the college, their housing, and courses they offer. Their news generation also has automation involved that gives the campus news content type to Mailchimp as a special feed. Mailchimp then generates and sends the news as part of their email campaigns.

On top of building the college website, we built numerous other small, related websites. One of these websites, for admissions, consisted of a headless Drupal installation where Drupal handled the back-end data and AngularJS presented the front-end.

As analytics showed much of the traffic was mobile, the pages were created “mobile-first” but are also blazing fast on desktop computers. This site is built with Drupal, PHP, HTML, CSS, and JavaScript.

Deadlines Met:

June 2017, Project Kickoff– We had our first meeting with Georgetown College to discuss a new website. We discussed their current website iteration at the time (an outdated WordPress installation) and what goals Georgetown wished to accomplish with their redesign: ease-of-maintenance over time, simpler mobile-first navigation, and better admissions rates. We also discussed industry exemplars to look at for a starting point on the project.

July 2017, Existing Site Audit, Site Map, Wireframes and Theme – WWC completed an audit of the existing site, while also exploring potential design styles and technical implementations based on client requests. With additional feedback from the client, WWC also completed a visual sitemap to explore how the site navigation would be structured for best user experience and long-term maintenance. WWC completed the wireframes for the project, providing a blueprint for how each type of page might be structured. Page types were identified using the approved sitemap completed previously. WWC also reviewed the client’s existing brand guidelines and created a web style guide that would cascade across the entire site to provide a unified visual experience. With client approval of these materials, Drupal theme and back-end development began.

August-September 2017, Continued Development, Content Entry – WWC worked closely with Georgetown to continue development on the site, setting up bi-weekly meetings to discuss site progress and next steps. Client provided continual feedback, copy and images; WWC also created Drupal accounts and workflows that allow the client to log in and make changes to relevant areas as needed as the site continued to grow. WWC tested the website on various devices and connections to ensure device compatibility and mobile responsiveness.

September 2017, Documentation, Training and Launch – WWC completed an accessibility report and submitted a user manual and documentation for the marketing team to use as a reference guide moving forward. WWC also conducted client training on managing the Drupal back-end. Site launched.

2018-Present – Website is still functional and updated regularly by Georgetown staff with minimal oversight needed from WWC. The client is able to keep content updated and mobile friendly using the backend we set up via Drupal.

Staff:

Miles Briggs (Developer)
 Wendell Wilson (Developer)
 Krista Briggs (Designer)

Client Reference:

Dr. Jonathan Sands Wise
 Vice President of Enrollment Management
 Associate Professor of Philosophy
 502-863-8204
 Georgetown College
 400 East College St.
 Georgetown, KY 40324

Site: myprimecourse.org

Description: MyPrimeCourse is a custom learning management system built with Drupal and delivered via an embedded React app. MyPrimeCourse delivers interactive learning material such as videos, multiple choice questions, and other custom interactions. The course tracks user progress and provides a dashboard where users can view their progress, resume and review the course, and print their certificate of completion. This is built with Drupal, PHP, HTML, CSS, and JavaScript.

Deadlines Met:**MAIN WEBSITE**

October 2019, Site Audit + Proposal – WWC audited PRI's old website, with notes about what was and wasn't working. WWC also created a proposal for how to streamline the navigation for a better user experience.

March 2020, Kickoff Meeting – WWC set up a meeting with client stakeholders to determine what was needed in a new marketing website for PRI and its programs. Our discussion revolved around creating a site that was mobile friendly and easy to understand for audiences that weren't already familiar with PRI's work, but also how PRI

could better serve their existing clients with a more streamlined interface. The client was also interested in exploring animations for certain key pages.

March 2020 – April 2020, Animation Exploration – WWC worked closely with PRI’s team to create several homepage options. Because the client was interested in animations specifically, WWC chose to iterate directly in the browser using basic HTML, CSS, and JavaScript. This allowed the client to see their ideas executed in a more tangible way, truer to how the finished product might look and feel.

May 2020 – September 2020, Finalized Site Map, Interior Page Design and Content Entry – Client approved homepage design and animations; WWC created style guide proposal based on the finalized homepage to keep interior pages on brand. WWC began doing weekly meetings with PRI team members to discuss content production, development progress and other goals. WWC created specific page types as requested by the client—styles for programs, webforms, courses, training, etc. WWC also created default user dashboard styles to be used for other projects at a later date (see MyPrime). The site was also designed and developed to tie in with the client’s existing program management.

September 2020 – WWC tested the website in multiple devices to ensure mobile friendliness and set up Drupal accounts for PRI to begin their internal maintenance. We completed content management training with the client and launched the site.

MYPRIME COURSE WEBSITE

Description: For myprimecourse.org the Army provided specific deliverables and milestones (X number of people through the course by date Y, etc.). Our usual approach is to work backward from the provided goals and determine feasibility, complexity, etc. so that a confidence interval of hitting those deadlines is achieved. The major milestones and deadlines have been hit. This is a very long-lived project and has not been without turbulence, shifting business goals and changes in ideals as leadership changes. In general, we try to apply an Agile approach and keep stakeholders involved on at least a once-every-two-weeks basis to keep them engaged. We often do best when we can interface directly with the user metrics of the underlying system to understand the issues users face to incorporate into our schedules and burn-down lists.

The contacting basis for this is on a year-by-year basis, but we would try to address major upgrades and features in increments no larger than 3 months at a time. We have found if a

feature or requirement cannot reasonably be completed in 3 months, the project needs to be reorganized to split that work into a couple of shorter milestones that can be combined later.

Staff:

CJ Highley (Developer)

Krista Briggs (Designer)

Client References:

Charlie Crouch

859-296-5046

Prevention Research Institute, INC

841 Corporate DR

STE 300

Lexington, KY 40503

Functional Area 2

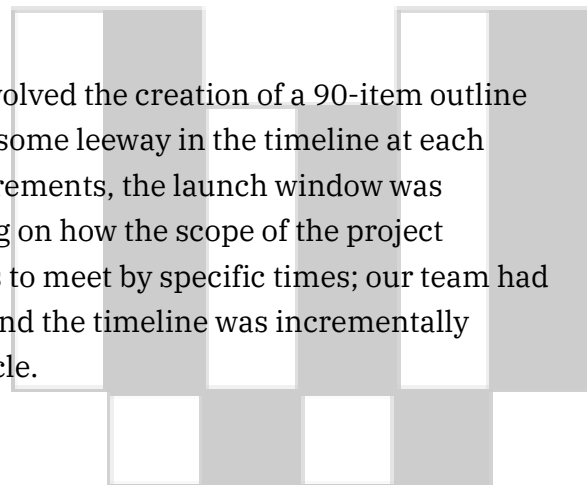
Site: Keeneland.com

Description: Keeneland is an internationally known thoroughbred racecourse, auction house, and more. The Keeneland Main website is responsible for giving venue information, updates, and news around The Grounds and Racing. This is built with Drupal, PHP, HTML, CSS, and JavaScript.

Deadlines Met:

The timeline for the keeneland.com migration involved the creation of a 90-item outline that consisted of small and large milestones with some leeway in the timeline at each stage. As there were some unknowns in the requirements, the launch window was established as a range of possible dates depending on how the scope of the project progressed. Keeneland had specific requirements to meet by specific times; our team had specific requirements to meet by a certain time, and the timeline was incrementally adjusted throughout the project's 9-month life cycle.

Staff:



Wendell Wilson (Developer)
 Jeff Edwards (Developer)
 Miles Briggs (Developer)
 Brian Kilburn (Developer)

Client References:

Ryan Spaight
 859-288-4184
 Keeneland Association, INC.
 4201 Versailles RD
 Lexington, KY 40510

Site: catalog.Keeneland.com

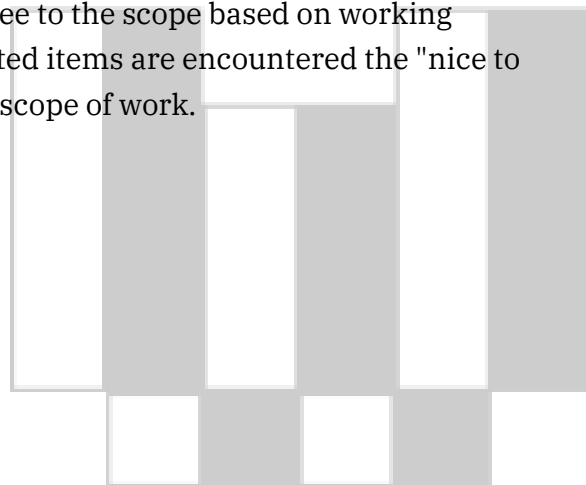
Description: The Keeneland Catalog is a listing of horses for sale and their current status for the annual horse sales event. This data is retrieved by an API built at api.keeneland.com. This is built with React JS, JavaScript, and PHP.

Deadlines Met: The catalog.keeneland.com changes with each Keeneland sale throughout the year. The project has a very strict deadline and has launched successfully on time for the last 3 years. To meet the deadlines, we work backward from the deadline and identify the work that must be done, and the work that is nice to have and work to add it to the list. For fixed-budget projects, the time for each major task is estimated alone with a confidence interval. We try to get all parties to agree to the scope based on working backward from the fixed timeline. When unexpected items are encountered the "nice to have" list can be scaled back or moved to a future scope of work.

Staff: Wendell Wilson (Developer)
 Jeff Edwards (Developer)
 Miles Briggs (Developer)
 Brian Kilburn (Developer)

Client References:

Ryan Spaight
 859-288-4184
 Keeneland Association, INC.



4201 Versailles RD
Lexington, KY 40510

Site: LienTracker360.com

Description: This application is a state-wide tax lien tracking system that allows the users to complete the full litigation process from Lien Purchase to Foreclosure. This system will calculate past tax liability and second collection letters with complete automation. The system allows lien prospectors and tax attorneys to determine which properties are available for purchase based on certain criteria.

Deadlines Met:

Onboarding – February 2017. We received the application in the form of a git repo. This application was running on Python virtualenv and very old technology. We began to automate and update the technology right from the beginning. We implemented docker for an easy development to production pipeline.

Version 1 Launched – April 2017 – After the Docker server automation was finished, we were able to spin up a production version on our own hosted servers. The client had numerous changes, possibly hundreds, after the production server was launched. We began developing version 2 here. The technology had been deprecated, so our goal was to improve efficiency and security while handling their requests.

Version 2 Development Beginning – April 2017 – The Development milestone began with a complete overhaul of the front-end system. Due to the old technology, while overhauling the front-end we implemented some up to date frameworks like ReactJS, Bulma, and others. The development here featured a completely fresh API that allowed the ReactJS front-end to communicate properly with the back-end.

Version 2 Development Completion – July 2020 – This milestone was successfully completed with a complete overhaul on the front end. The legacy theme was outdated and inefficient. We added ReactJS front-end and Bulma HTML frameworks to make this user-friendly, mobile-friendly, and speed efficient.

Maintenance – Ongoing 2022. This milestone is set “on-going” as the nature of the application has litigation changes, report changes, and library security updates.

Staff: Nick Conn (Developer)
 Ryan Elliott (Developer)
 Brian Kilburn (Developer)
 Wendell Wilson (Developer)

Client References:

Brenna Richardson
 859-582-1030
 East Kentucky Funding Group
 PO Box 1056
 Richmond, KY 40476

Functional Area 3

Site: api.Keeneland.com

Description:

This is the back-end API that powers websites like catalog.keeneland.com. This catalog is a listing of horses for sale and their current status for annual horse sales. This API is the “bridge” that connects data from TJC, Keeneland Internal, and Keeneland’s consignor portal.

This API assists consignors with the ability to upload and manage media assets via a DIY portal. The ability to upload video right from their mobile devices will limit errors and give the consignors a preview of looking at the horse in the catalog application.

Deadlines Met:

The api.keeneland.com site was developed because the process of creating and publishing a catalog every year is fairly repetitive, but the marketing approach had been to re-create the catalog every year. The deadlines for the API site depended on the timelines for the individual catalogs, but the "spare" labor from the burn-down list in individual catalog projects was allocated to the API site. By doing so it lowered the commitment and accelerated the timeline for subsequent catalog site. This helped transform the process by which catalogs sites were handled in a way that was not apparent to involved stakeholders in and outside Keeneland but that has resulted in more reliable timelines, estimates and consistency in execution.

Staff: Wendell Wilson (Developer)
Miles Briggs (Developer)
Brian Kilburn (Developer)

Client References:

Ryan Spaight
859-288-4184
Keeneland Association, INC.
4201 Versailles RD
Lexington, KY 40510

Site: inspections.lientracker360.com

Description:

This API integration system is used to connect an iPad mobile application that takes pictures and allows uploading to the Lientracker360 web application. The application features a relationship database schema and web GUI to view uploads. Under the hood it uses Feathers JS for back-end technology.

Deadlines Met:

Planning Completed – May 2017 – This milestone involved the planning of design, security settings, and endpoints that would connect the two applications.

Development Began – July 2017 – We began the development milestone which involved creating a fresh new application in React JS and React Native.

Development Completed – October 2017 – The development milestone was completed in time, and the testing phase began.

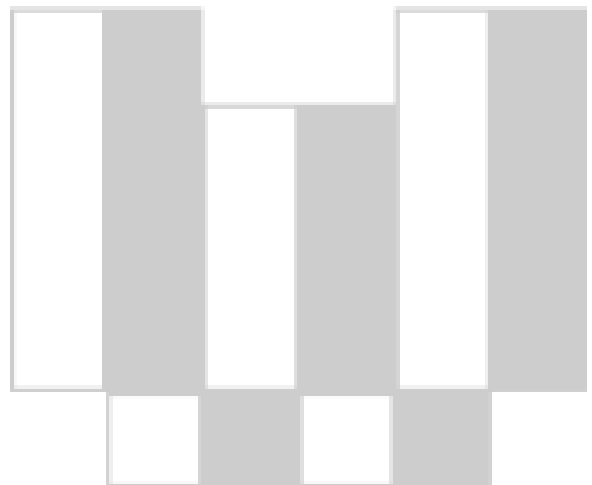
Testing Completed – November 2017 – In the testing phase, we were able to test stock photos uploaded via the iPad application. These photos were then uploaded to an AWS bucket that the web application could read.

Launch Completed – November 2017 – After the testing phase was good, we pushed the application live to the internet. This application is still being used as of this writing.

Staff: Nick Conn (Developer)
Ryan Elliott (Developer)
Brian Kilburn (Developer)
Wendell Wilson (Developer)

Client References:

Brenna Richardson
859-582-1030
East Kentucky Funding Group
PO Box 1056
Richmond, KY 40476



Other Additional Information

Copyright Assignment

Our organization works primarily with open-source software and has built an extensive library of code, libraries, routines, etc. for solving all types of problems across many of the services contemplated by this agreement. While minor work might be required to customize an existing open-source library, as a contractor, we cannot offer to assign copyright to the University for our code because no code would be written solely for the University. Further, the contractor would have no desire to give up copyright on a programming solution created for a previous scope of work on another project if it were incorporated into a solution for the University. Code provided by the contractor will almost certainly be covered by an open-source license, such as the GNU GPLv2. Drupal, for example, is licensed this way. Any Drupal module we provide to the university would inherit the same GPLv2 license to the University as Drupal itself, in other words. This is the easiest option that does not unduly encumber the University with questions over copyright, nor does it create ambiguity for the contractor as to their rights.

In the possible (but unlikely) event truly original work would be produced by the contractor specifically for the University, then the contractor would license that to the University under a perpetual worldwide irrevocable license. A more likely scenario is that the work, whether in custom module, custom component, etc. would be submitted “upstream” to the affected open-source project, such as Drupal, or maintained by the contractor on Drupal.org, under a permissive open-source license.

The copyright for Drupal theme files and related non-programming “creative and copy” type elements can, of course, be assigned to the University.

Confidentiality Information

We and our agents will not use or disclose the University’s information except when necessary, and only to the extent necessary, to hardware or software vendors for the

purpose of obtaining their assistance with University's systems. Confidential information will be disclosed when required by statute or court order.

"Confidential Information" shall mean any information, technical data, or know-how which relates to the business, clients, suppliers, services, or products of each party to this agreement including, without limitation, any research, products, services, developments, inventions, processes, techniques, designs, distribution, engineering, marketing, financial, merchandising, sales and/or salary information which is disclosed by such party or on its behalf, before or after the date of agreement to the proposal, to the other party or its employees or agents, directly or indirectly, in writing, orally, or by drawings or inspections and are designated in writing as confidential, provided that if such information is in non-tangible information. "Confidential Information" does not include information, technical data or know-how which (i) is already published or available to the public other than by a breach of this Agreement; (ii) is rightfully received from a third party not in breach of any obligations of confidentiality; (iii) is independently developed by personnel or agents of Wendell Wilson Consulting without access to the Confidential Information or the other; (iv) is proven to be known to Wendell Wilson Consulting at the time of disclosure; or (v) is provided in compliance with applicable law or a court order, provided that Wendell Wilson Consulting first gives the Client opportunity to defend and/or attempt to limit such production.

Wendell Wilson Consulting agrees not to use the Confidential Information of the Client for its own use or for any purpose not deemed as being necessary to carry out the terms of this Agreement. Wendell Wilson Consulting further agrees that it will not disclose any Confidential Information of the Client to any person other than the Wendell Wilson Consulting's employees who are directly involved in providing Wendell Wilson Consulting's service to the Client. The Wendell Wilson Consulting agrees it shall take reasonable security measures and care to preserve and protect the secrecy of, and to avoid disclosure or use of, the Client's Confidential Information. Wendell Wilson Consulting agrees to promptly advise the Client in writing of any misappropriation or misuse by any person of such Confidential Information, which may come to its attention.

Exceptions/Deviations from RFP

Wendell Wilson Consulting requires that the clients agree that the damages from a breach of contracted agreements are limited to the amount of the fee paid by the client. If a

disagreement occurs sufficient to require a revocation of their agreement, we will claim no more than the amount of the fee due from the client and the client will claim no more than the amount of the fee paid. Both Wendell Wilson Consulting and the client agree that a higher fee was not placed in the agreements in exchange for an agreement that neither party would be responsible for the other's consequential damages. Both parties agree to submit any irreconcilable conflict first to a mediator, agreeable to both parties, to avoid the time and expense of litigation.

Any equipment, documentation, or other information of the Client which has been furnished to the Wendell Wilson Consulting will be promptly returned by Wendell Wilson Consulting to the Client accompanied by all copies of such documentation made by Wendell Wilson Consulting upon request of the Client.

No party acquires any rights of ownership of title in the Client's confidential information by virtue of this Agreement. Nothing herein contained shall be deemed to limit or restrict the rights of the Client to assert claims for a patent or copyright infringement against Wendell Wilson Consulting. During the term of this and for a period of 2 years after the term of this agreement, it is understood and agreed that certain business and trade information which the parties deem confidential may be provided or disclosed by one to the other.

Client shall indemnify, defend and hold Wendell Wilson Consulting harmless from and against any and all third party claims, liability, suits, losses, damages and judgments, joint or several, and shall pay all costs and expenses (including counsel's fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising there from that Wendell Wilson Consulting incurs as a result of having performed services on behalf of Client.












UK-2272-23E Wendell Wilson Consulting PCT


Final Audit Report


2023-02-15


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By:	Joyce French (JHOLMBE@UKY.EDU)
Status:	Signed
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