NOTICE OF AWARD OF PRICE CONTRACT

Barkley Inc. 1740 Main Street Kansas City, MO 64108

REPRESENTATIVE: Shane Pryal PHONE: 816-842-1500

FED. EMPLOYER ID NO.: 43-1028307 WEB: <u>www.barkleyus.com</u>

EMAIL: <u>spryal@barkleyus.com</u>

PRICE CONTRACT NO.: UK-2272-23F 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): | AII

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 Barkley Inc. (Contractor) to provide **Web Development Services** as described in the Request for Proposal UK-2272-23.

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

- A. Notice of Award Price Contract (PCT) dated 02/13/2023.
- B. Best & Final Offer dated 12/05/2022.
- C. Written Questions & Answers dated 08/04/2022.
- D. University of Kentucky Request for Proposal UK-2272-23.
- E. Barkley Inc. Technical and Financial response to UK-2272-23 dated 08/11/2022.

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 and signed by the parties' authorized signatories 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, absent fault of the University to adhere to any timelines outlined in a SOW 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 clauses are in section 6.0 Special Conditions within RFP, UK-2272-23 and have been modified, as listed below, with mutual agreement between the parties. All other clauses in section 6.0 Special Conditions remain in effect.

6.10 Termination for Convenience & 6.18 Indemnification - Intentionally Omitted

The following clauses are within the University General Terms & Conditions in RFP, UK-2272-23 and have been modified, as listed below, with mutual agreement between the parties. All other clauses in the University General Terms & Conditions remain in effect.

5. Indemnification:

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

Except for costs of mandatory notification, investigation, and mitigation in the event of a data security breach due to Contractor's negligence or breach of this Agreement, Contractor shall not be liable to university for any punitive, special, consequential or indirect damages, or for lost profits, even if Contractor has been advised of the possibility of same. Contractor's total liability for damages, costs and expenses for its performance of the services shall be limited to the applicable insurance policies. Contractor maintains \$5 Million Dollars in coverage.

7. Termination for Convenience:

The parties reserve the right to terminate this 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).

35. Procurement Card: Intentionally Omitted.

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

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Financials for this contract are listed within the Best & Final offer attached herein.

OFFICIAL APPROVAL UNIVERSITY OF KENTUCKY

OFFICIAL SIGNATURE BARKLEY, INC.

SUZANNE WILLIAMS
suzanne williams (Mar 8, 2023 10:59 CST)

Mar 8, 2023

Signature

Date

suzanne williams COO

Typed or Printed Name, Title

Joyce French (Mar 8, 2023 13:14 EST)

Joyce French, Category Specialist / 859-257-9104

ryce French

Mar 8, 2023

CPO or Designee Date

5



Hi. We're Barkley.

Best and Final Offer | 12/5/22

University of Kentucky



Contact Information



Shane Pryal Managing Director (412) 298-5898 spryal@barkleyrei.com



2740 Smallman Street Suite #100 Pittsburgh, PA 15222 <u>barkleyus.com</u>



Best and Final Offer

We are excited and grateful for the opportunity to provide University of Kentucky with a best and final offer to provide Web Development Services (RFP UK-2272-23).

Please note that the blended rate we provided was optimized to provide the best value to the University of Kentucky team. That said, in the spirit of a fulsome partnership, we've further reduced our blended hourly rate, as defined below.

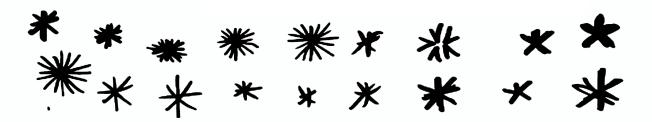
	Projects up to \$500,000	Projects over \$500,000
Standard Services	\$150/hour	142.50/hour
Content Migration	\$125/hour	\$125/hour

The abovementioned fee represents a 5% reduction in our blended hourly for all campus web development projects in excess of \$500,000.

For any further questions, please do not hesitate to reach out to Shane Pryal, our Executive Vice President and Managing Director for Barkley's higher education practice:



Shane Pryal Managing Director (412) 298-5898 spryal@barkleyrei.com







Thank You

Best and Final Offer | 12/5/22

University of Kentucky

STATE OF MISSOURI



John R. Ashcroft Secretary of State

CERTIFICATE OF MERGER MISSOURI ENTITY SURVIVING

WHEREAS, Articles of Merger of the following entities:

BarkleyREI, LLC -- LC1260407 INTO: Barkley, Inc. -- 00149741

organized and existing under the laws of Missouri have been received, found to conform to law, and filed.

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, issue this Certificate of Merger, certifying that the merger of the aforenamed entities is effected, with

Barkley, Inc. -- 00149741

as the surviving entity.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 16th day of December, 2022.

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Effective Date: January 01, 2023





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	 Taking into account absence of detailed project description: 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)? 	1. See #8 2. Yes 3. Yes, as well as potentially internal development staff to assist with integration and deployment 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 subtheming 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	Can you please provide more details regarding the scope of work? Specifically, what services are you wanting the selected vendor to complete? For example: 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)?	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.
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	Our assumption is the "three existing university web platforms" are currently in Drupal. If so: Our assumption is the "three existing university web platforms" are currently in Drupal. If so: Our assumption is the "three existing university in Drupal do they use? Our assumption is the "three existing university in Drupal do they use?	Drupal 9 The platforms use a varied of contributed modules, generally within the Drupal Security Advisory policy. 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	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. 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.	 A. That is correct. This RFP is for any project at the University that will be needed. Please provide a cost for the services. 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. C. No. 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.

- 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?
- c. Did the University intend to release a pricing form with the RFP? Was a form inadvertently omitted?
- 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?

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:

- 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?
- 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

- a. Yes
- 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).

34

	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?	
35	Regarding the award process for this contract, please answer EACH of the following: a. If known, approximately how many awards should be anticipated as a result of the RFP? 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)?	a. Multiple. b. Unknown currently.
36	Regarding future competition at the task order level, please answer EACH of the following: 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. b. What evaluation criteria would be applied at the task order level? What factors would be considered? c. Experience and past performance are being assessed as a part of this bid, at	 a. The current process for individual projects requires the submission of a Personal Service Contract to UK Purchasing. b. Evaluation criteria are currently at the discretion of the funding unit. Factors considered are typically demonstration of similar previous work. c. See A

	the master contract level. Would past performance be re-evaluated at the task order level?	
	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:	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.
37	 a. What is the contract number for the established contract? b. When was the contract competed? c. At the master contract level, how many bidders originally received awards under the contract? d. How many task orders were competed over the lifecycle of the contract? e. What was the value range (low-high) of the competed task orders? f. What was the typical value range of the competed task orders? (remove outliers, approximation would be fine) g. Of the original pool of vendors who received awards at the master contract level, how many ultimately performed work under the contract? 	For specific contract information please request the information through ukopenrecords@uky.edu .
38	Regarding the vendors who have been working on UK's web platform within the past three years, please respond to EACH of the following: a. Please provide a list of the pertinent vendors. b. 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 crosscutting, 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?	 There is no established timeline. 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 codereview 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 signin 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	The university currently uses Tableau for data visualization.
96	visualization tools you prefer or in use. 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	 Yes Likely other interfaces would be generalized APIs for providing

	"The deployment, configuration, and/or integration of enterprise data systems with websites or other web interfaces" - Here, does the websites refer to the Drupal-based CMS from your existing websites? Please confirm What are the other expected web interfaces?	presentation systems (CMSs, static site builds, etc) with access to enterprise content.
100	7.1 - Functional Area 3 "This may include the creation of backend applications that integrate with existing enterprise data services" Can you please provide a detailed of scope of work on this functional area?	unknown
101	7.1 - Functional Area 3 "The deployment, configuration, and/or integration of enterprise data systems with websites or other web interfaces" – Are these websites hosted over onpremises or on cloud? Any further information on this would help.	Currently on-premises
102	Is it mandatory to have the DBE/SBE/VBE/WBE certification?	No.
103	Can the University provide more details around the three functional areas of scope on page 30? 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.	RFP Section 7.1 provides the available general descriptions/details of the Functional Areas. a. See #8
104	What are the other two platforms outside of Drupal?	The three platforms are 3 implementations of Drupal 9.
105	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)	This is a general pricing contract, not a specific project.
106	What are the main factors you are using to differentiate potential partners?	See RFP section 4.5

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?	University web policy is WCAG2.0AA, that will likely be updated to WCAG2.1AA during this contract. The university currently does not have a cookie consent policy for

	b. Will cookie consent policies need to be implemented and enforced across both internal and external web properties?c. Are there any other regulatory bodies we should be aware of?	web materials. 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.
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	Are college specific sites managed as a single Multisite Drupal instance or as separate instances of drupal? a. What version/s of Drupal are currently in production? b. Does UK have a list of approved Dupal modules or are they reviewed on a case by case basis? c. Is there a single approved Drupal theme that all colleges share or could a college have its own theme? i. If single, are they centrally managed or could different colleges be on different versions of the same theme?	 Separate instances 9 Case-by-case, with priority on modules already included in the base installation profile 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	What is the current system architecture? a. Is it a single instance, or running in multiple scaling containers?	Multiple Drupal instances share several on-prem VMs.
145	DevOps: a. What is the current development workflow?	Development is managed in sprints, with work kept on a sprint branch For platform products (install profile, theme) tagging; for individual Drupal sites, mergin into

	 i. As features are merged into the main branch - how are releases managed? Tagging? 	an environment branch 3. All code is kept in Gitlab
	b. What CI / CD tools / processes are in place?	
146	How is documentation typically handled / managed? a. Is documentation regularly updated and version controlled?	Documentation is minimally maintained, and is decoupled from the codebase
147	Since the work will extend the existing platform - How will our team work with the internal IT / Tech team? a. Is there a preferred way in which you currently work with external partners?	For platform backlog, your team would work in sprints with the internal team. Individual websites project workflow is currently determined per project needs (timeline/staff etc)
148	Can you confirm how many agencies are participating in the RFP process?	No.
149	Please let us know if this is a single award RFP inclusive of 3 functional areas? Would we able to submit proposals for individual functional areas?	See Section 2.1. Yes.
150	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.	See question #8 and #18.
151	What information about the UK Web Platform can be shared prior to awarding contracts?	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).

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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?	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?	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. With this contract, vendors may be engaged for direct sprint development on the platform without an implementation project.
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?	Yes 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?	Yes 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 (Acuqia/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)?	The backlog is not currently available There is an internal team managing the codebase. 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?	 The current theme will be further developed. 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	 What web properties are included in the scope of work? Can you describe the scope/scale of each named property? Functional requirements Volume of content Integrations Are there specific properties targeted for the first year of partnership? 	Ves: uky.edu/academics
175	Are there specific functional requirements that have been identified that you're looking for active development of? • Ie. 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.)	 Additional requirements and feature requests have been collected but not prioritized 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? Should training and capacity building should be added to response.	1. Yes 2. No
183	 Who built your existing uky.edu website (and any other major properties)? 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? 	 NewCity (Blacksburg VA) Yes They are a regular vendor on university web projects Unknown



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.: <u>UK-2272-23</u> Issue Date: <u>07/11/2022</u>

Title: Web Development Services

Purchasing Officer: Joyce French

Phone: 859-257-9104

RETURN ORIGINAL COPY OF PROPOSAL TO:

UNIVERSITY OF KENTUCKY PURCHASING DIVISION

411 S LIMESTONE

ROOM 322 PETERSON SERVICE BLDG. LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 08/11/2022 @ 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

- The University's General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this RFP. When the RFP includes construction services, the University's General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/ccphome.htm, apply to the RFP.
- 2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
- 3. Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
- 4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

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

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

- 1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
- 2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
- 3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP:
- 4. That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and164.390;
- 5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
- 6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

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

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

DELIVERY TIME:	NAME OF COMPANY:	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:

Table of Contents

1.	.0 DE	FINITIONS	6
2.	.0 GE	ENERAL OVERVIEW	7
	2.1	Intent and Scope	7
	2.2	Background Information	7
	2.3	University Information	7
	2.4	Supplier Diversity and Procurement	9
3.	.0 PF	ROPOSAL REQUIREMENTS	10
	3.1	Key Event Dates	10
	3.2	Offeror Communication	10
	3.3	Offeror Presentations	10
	3.4	Preparation of Offers	11
	3.5	Proposed Deviations from the RFP	11
	3.6	Proposal Submission and Deadline	11
	3.7	Modification or Withdrawal of Offer	12
	3.8	Acceptance or Rejection and Award of Proposal	12
	3.9	Rejection	12
	3.10	Addenda	12
	3.11	Disclosure of Offeror's Response	13
	3.12	Restrictions on Communications with University Staff	13
	3.13	Cost of Preparing Proposal	13
	3.14	Disposition of Proposals	13
	3.15	Alternate Proposals	13
	3.16	Questions	13
	3.17	Section Titles in the RFP	13
	3.18	No Contingent Fees	14
	3.19	Proposal Addenda and Rules for Withdrawal	14
	3.20	Requirement To Perform Vendor Onboarding and Registration	14
4.	.0 PF	ROPOSAL FORMAT AND CONTENT	15
	4.1	Proposal Information and Criteria	15
	4.2 Inter	Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of est Form	15

	4.3	Transmittal Letter	15
	4.4	Executive Summary and Proposal Overview	16
	4.5	Criteria 1 - Offeror Qualifications	17
	4.6	Criteria 2 – Services Defined	17
	4.7	Criteria 3 – Financial Proposal	18
	4.8	Criteria 4 – Evidence of Successful Performance and Implementation Schedule	18
	4.9	Criteria 5 – Other Additional Information	18
5.	0 EV	ALUATION CRITERIA PROCESS	19
6.	0 SF	PECIAL CONDITIONS	20
	6.1	Contract Term	20
	6.2	Effective Date	20
	6.3	Competitive Negotiation	20
	6.4	Appearance Before Committee	20
	6.5	Additions, Deletions or Contract Changes	20
	6.6	Contractor Cooperation in Related Efforts	20
	6.7	Entire Agreement	21
	6.8	Governing Law	21
	6.9 Prac	Kentucky's Personal Information Security and Breach Investigation Procedures and tices Act	21
		Termination for Convenience	
		Termination for Non-Performance	
		Funding Out	
		Prime Contractor Responsibility	
		Assignment and Subcontracting	
		Permits, Licenses, Taxes	
		Attorneys' Fees	
		Royalties, Patents, Copyrights and Trademarks	
		Indemnification	
		Insurance	
		Method of Award	
		Reciprocal Preference	
		Reports and Auditing	
		Confidentiality	

6.2	4 Conflict of Interest	26
6.2	5 Personal Service Contract Policies	. 26
6.2	6 Copyright Ownership and Title to Designs and Copy	27
6.2	7 University Brand Standards	27
6.2	8 Printing Statutes	28
6.2	9 Requirement for Contract Administration Fee	. 28
6.3	0 Payment Terms	29
7.0 \$	SCOPE OF SERVICES	30
7.1	Detailed Services Defined	30
7.2	Optional Services	30
8.0 F	FINANCIAL OFFER SUMMARY	31
8.1	Mandatory Services (Section 7.1)	31
8.2	Optional Services (Section 7.2)	31
8.3	Alternate Pricing	. 31

1.0 DEFINITIONS

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

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

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

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

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

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

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

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

The term "solicitation" means RFP.

The term "University" means University of Kentucky.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

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 <u>University Information</u>

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: <u>Joyce.French@uky.edu</u>

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 <u>clearly marked</u> 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 <u>clearly marked</u> 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 <u>Disclosure of Offeror's Response</u>

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 <u>Alternate Proposals</u>

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 <u>Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of</u> 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 <u>Criteria 1 - Offeror Qualifications</u>

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 <u>Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act</u>

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 <u>Termination for Convenience</u>

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

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 <u>Personal Service Contract Policies</u>

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 <u>University Brand Standards</u>

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 <u>Mandatory Services (Section 7.1)</u>

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.

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UNIVERSITY OF KENTUCKY Purchasing Division

REQUEST FOR PROPOSAL (RFP)

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

PROPOSAL NO.: <u>UK-2272-23</u> Issue Date: <u>07/11/2022</u>

Title: Web Development Services

Purchasing Officer: Joyce French

Phone: 859-257-9104

RETURN ORIGINAL COPY OF PROPOSAL TO:

UNIVERSITY OF KENTUCKY PURCHASING DIVISION

411 S LIMESTONE

ROOM 322 PETERSON SERVICE BLDG. LEXINGTON, KY 40506-0005

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 08/11/2022 @ 3 P.M. LEXINGTON, KY TIME.

NOTICE OF REQUIREMENTS

- The University's General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this RFP. When the RFP includes construction services, the University's General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/ccphome.htm, apply to the RFP.
- 2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
- 3. Any agreement or collusion among offerors or prospective offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
- 4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

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

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

- 1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
- 2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition;
- 3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP:
- 4. That the offeror is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including, but not limited to, those prohibited by the provisions of KRS 45A.330 to .340, and164.390;
- 5. That the offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award;
- 6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

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

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

DELIVERY TIME:	NAME OF COMPANY:	DUNS#
Delivery time is dependent on scope of purchase order	BarkleyREI, LLC dba Barkley	037122132
PROPOSAL FIRM THROUGH:	ADDRESS:	Phone/Fax:
6 months, per Section 3.11 of this RFP	2740 Smallman Street #100	Phone: 816-842-1500
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
Net 30	Pittsburgh, PA 15222	contact@barkleyrei.com
SHIPPING TERMS: F. O. B. DESTINATION	TYPED OR PRINTED NAME:	WEB ADDRESS:
PREPAID AND ALLOWED	Suzanne E. Williams	www.barkleyus.com
FEDERAL EMPLOYER ID NO.: 46-1139099	SIGNATURE: SWALLE E. Williams	DATE: 8/11/22

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Aug. 17, 2022

Letter of Transmittal

Web Development Services

Dear University of Kentucky team,

This letter serves as notification of our proposal for RFP 2272-23 (Web Development Services). For further information, you are encouraged to contact Shane Pryal, Executive Vice President:

Shane Pryal
Executive Vice President
412-298-5898
spryal@barkleyrei.com

Further, we have received all addenda related to this RFP, inclusive of the Q&A and Addendum #1. Note, Barkley's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals. Barkley will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews

Further, in accordance with Section 3.5 of RFP 2272-23, please find here Barkley's exceptions to the University's General Terms and Conditions:

- **5. Indemnification.** Add the following language to the end of the section: "Contractor shall not be liable to University for any punitive, special, consequential or indirect damages, or for lost profits, even if Contractor has been advised of the possibility of same. Contractor's total liability for damages, costs and expenses for its performance of the services shall be limited to the applicable insurance policies. Contractor maintains \$5 Million Dollars in coverage." Contractor's Board of Directors requires a limit to Contractor's liability and believes \$5 Million Dollars is more than sufficient.
- 7. Termination for Convenience. Delete the first sentence and replace it with the following sentence: "The parties reserve the right to terminate the resulting contract without cause with a thirty (30) day written notice served on the other party by registered or certified mail." Contractor requests a mutual termination for convenience.



• **35. Procurement Card.** Delete the provision. Contractor does not accept payment/credit cards.

Finally, in accordance with requirements around confidential information as defined by Section 6.23, we request that the following information areas be treated as confidential:

- Letter of financial stability provided by our bank
- Customer references

Note, I am authorized to contractually obligate the organization.

Best,

Swanne E. Williams
Suzanne E. Williams
Chief Operating Officer



Hi. We're Barkley.

Web Development Services | August 18, 2022

University of Kentucky



Contact Information



Shane Pryal Managing Director (412) 298-5898 spryal@barkleyrei.com



2740 Smallman Street Suite #100 Pittsburgh, PA 15222 <u>barkleyus.com</u>



Table of Contents 4 Cover Letter

- Executive Summary
- 13) Criteria 1
- (17) Criteria 2
- (36) Criteria 4
- (39) Criteria 5

O Cover Letter

A note from our Managing Director

Dear University of Kentucky Team

On behalf of Barkley, I am excited and grateful for the opportunity to provide the University of Kentucky with a proposal for web development services.

Barkley continues to be recognized as one of the largest and most accomplished full-service digital agencies specializing in higher education marketing. Since 1998, we have successfully delivered dozens of large-scale website redesign projects for over 150+ higher education institutions.

In addition to our almost two decades of experience within higher education marketing, there are other differentiators that help position us as an ideal partner for the UKY team:

Award-winning Creative

Our designers have been honored dozens of times at virtually every level within the interactive design and advertising award show space. But this doesn't mean that we're all form and no function. Every template, pattern, and component is built to be easily and elegantly repurposed for any future project that the University of Kentucky web team undertakes.

Drupal Expertise

We have deep expertise with Drupal 7, 8, and 9. During our history we've completed dozens of Drupal builds, and ten of our most recent engagements have been on Drupal.

State School Experience

Barkley brings years of experience working with many of the nation's largest and most competitive state schools. In this capacity, we have completed dozens of large scale website development projects.

In-house Development Team

Our in-house department of 10+ developers and QA analysts means we can execute anything our strategists and creatives design: from front-end coding, to custom web applications, integrations with third-party and legacy systems, databases, and collaboration with existing partners.

Capacity

Our staff of 35+ full-time professionals not only offers full-service design and development capabilities, it also provides clients with a "high-touch" service. A dedicated account team works with clients during all phases of the project.

University of Kentucky

Members of the team have, on average, 10+ years of experience in website design and development (and many team members have much more than that!).

■ Proven Process

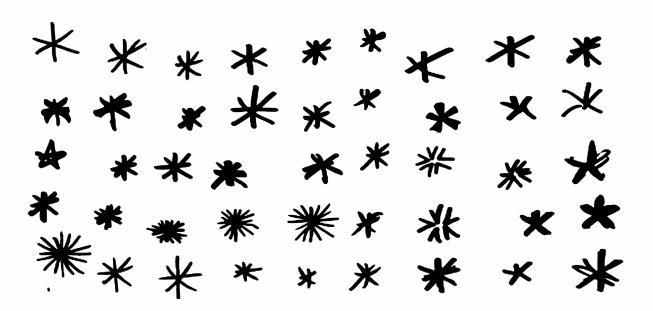
Over the years, we have come to recognize challenges in building new website platforms that are unique to each of our clients. We have refined our process to successfully overcome these challenges, and provide truly customized solutions.

We look forward to building a relationship with the University of Kentucky through this important initiative and we welcome the opportunity to discuss our proposal in person.

In the meantime, should you have any questions, please do not hesitate to contact me directly at (412) 298-5898 or spryal@barkleyrei.com.

Sincerely,

Shane Pryal Managing Director







Executive Summary+ Proposal Overview

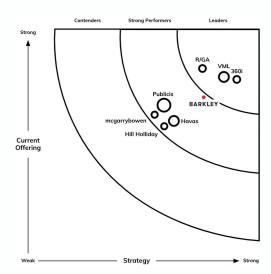
4.4.1-5 Who We Are

Founded in 1998 and located in our Pittsburgh, PA office, Barkley's higher education practice employs a staff of 35+ full-time professionals who possess deep experience in their respective fields, from user experience design to content strategy to interactive design to programming and more. A national organization, Barkley has completed over 150 projects in partnership with our higher education clients.

Aside from specializing in higher education, <u>Barkley</u> builds America's most iconic brands from the ground up with award-winning creative, strategy, design, research and activation services. With over 450 associates in total, we are the largest employee-owned advertising agency in the United States. This Independence allows us to focus on a long-term vision vs. short-term financial performance.

We Are a Forrester Lead Agency

Forrester recently evaluated 40+ firms to determine the best "lead agencies" in the U.S. Their definition of a lead agency is one that stands out with data, brand experience, orchestration, and culture. In the final report, Forrester selected 8 agencies that fit this model and conducted a comprehensive analysis of each. Barkley was ranked in the top 4. Forrester cites Barkley as a "top match for brands that need unique campaign experiences explicitly designed for a younger consumer."



Depth of Expertise

There are few agencies specializing in higher education that boast CRM and brand strategy under one roof, let alone intelligence, communications strategy, creative, UX design, web development, planning, activation, film and analytics. That means our market knowledge comes from multiple angles – but ultimately relies on one, comprehensive view of the consumer. This enables us to run a straight line from strategic targets to digital audiences. It also means that performance is evaluated at the macro and event level. Your goals are articulated by intelligence group are incorporated into a measurement plan, reported via interactive dashboards, modeled, optimized and forecasted to evaluate future changes to strategy.

University of Kentucky

As a matter of practice as a privately held agency, Barkley does not disclose any financial information, including gross sales. We can however state that we are a profitable agency. In support of this, we have included a letter from our bank on the following page. Further, we encourage University of Kentucky to reach out to our Chief Operating Officer for more information on our financial stability:



Suzanne Williams Chief Operating Officer 816-842-1500 swilliams@barkleyus.com





March 7, 2022

BarkleyREI, LLC dba Barkley Attn: Lorie Meacham 1740 Main Street Kansas City, MO 64108

Re: Bank reference letter

Dear Ms. Meacham,

We are pleased to confirm CrossFirst Bank's satisfactory banking relationship with BarkleyREI, LLC dba Barkley. Barkley has been a valued client since 2018 and has consistently managed its obligations as agreed. CrossFirst provides Barkley with a low eight figure revolving line of credit with zero outstanding. Barkley also has a low eight figures on deposit in their affiliated accounts.

The above information is provided as a general reference to Barkley so they may provide it to prospects and/or vendors at their discretion. CrossFirst Bank accepts no responsibility for any obligations that may arise out of your use of the information contained in this letter.

Sincerely,

CROSSFIRST BANK

By:
Name: Miles Orscheln
Title: Portfolio Manager

University of Kentucky

Barkley has expertise in all three Functional Areas the University has defined:

Functional Area 1 – University Web Platform Development

Barkley has successfully completed over 150 large-scale website redesign and development projects, with many on Drupal. In our proposal we list over a dozen recent higher education websites we've designed and developed, and provide case studies of our work for University of California - Los Angeles, University of California - Irvine, and North Virginia Community College, each of which speak to the three functional areas.

Functional Area 2 – Custom Web Application Development

The vast majority of website redesign projects we perform, including those listed in our response to Functional Area 1, include database driven web application development. Typical applications include:

- Program finders and directories
- Faculty and Staff directories
- Dynamic News feeds with categorization
- Dynamic Events feeds with categorization
- Form Builder tools
- Custom form development

For more on this, please visit the following sites to further some of the custom and comprehensive program finders that we have built for recent clients:



Lenoir-Rhyne University Program Finder

Lenoir-Rhyne University Course Detail



Manhattan College Program Finder

Manhattan College Course Detail



Goucher College Program Finder

Goucher College Course Detail

Functional Area 3 – Web Service Integrations

Barkley brings dozens of examples of web service integration, given our full service nature and deep development bench, in fact, this is a routine aspect of virtually every redesign. Our experience ranges from implementing SSO, to integrating with 3rd party CRM, curriculum and course catalog databases, faculty databases, alert systems, event management platforms, virtual mapping, transportation systems and more. Our services range from consulting (recommending specific integration solutions, like APIs) to implementation (configuring third party integration and custom development or hooking into CRMs, etc.). To demonstrate our experience with the services required in Functional Area 3, we've included a case study detailing our work with North Virginia Community College.

References

Finally, University of Kentucky will notice that we have included three references in 4.8 Criteria 4. Please refer to the following clients for the following functional areas.

Client Reference	Functional Area	Why It's Relevant
LENOIR~RHYNE University	1, 2, and 3	Lenoir-Rhyne University involved a full web platform development, with custom web applications, and various web service integrations
UC Office of Undergraduate Admissions	1, 2, and 3	UCI Undergraduate Admissions involved a full web platform development, with custom web applications, Barkley provided consulting on web service integrations, but implementation was limited to website lead generation forms
UCLA	1, 2, and 3	UCLA involved a full web platform development, with custom web applications, and various web service integrations (including a homegrown curriculum management system)

4.4.6 Commitment to Diversity, Equity, Inclusion and Belonging

Barkley is not a minority or women owned business.

However, as a Certified B Corporation, Barkley meets the high standards of social and environmental performance, transparency, and accountability across our whole brand. Only 107 US agencies, less than 1% of our industry, have achieved this designation. We also take pride in being the largest advertising agency in the United States to achieve B Corp Certification. We've also been awarded the Workplace Enlightenment Certification, by the American Association of Advertising Agencies, the leading authority representing the marketing communications agency business. Further, the 4A's Foundation has named Barkley Independent Agency of the Year for 2021.

We believe these accolades are testaments to our belief that creativity demands diversity. As such, Barkley is committed to increasing diversity in both our talent pool and in the way we think. In fact, we believe this so much so that we are the only agency in the country that is certified by the 4A's Workforce Enlightenment program as well as a Certified B Corporation. For us, it is proof of our commitment to inspire and help other brands to not only be the best in the world but to be the best for the world. Here are some of our commitments that are a part of this certification:

People We believe creativity demands diversity and we are committed to recruiting and retaining diverse talent.
Our goal is for at least 20% of our agency to be BIPOC and to retain 85% of BIPOC (Black, Indigenous, and people of color)

Workplace Enlightenment Certification



We are the only agency in the country that is certified by the 4A's Workforce Enlightenment program as well as a Certified B Corporation.

Please view this manifesto outlining Barkley's commitment to Add Good: bit.ly/2Xg/pjh

partners by 2025. As of 2021, 19% of our general workforce and 9% of our leadership identifies as BIPOC. Further, 59% of our general workforce and 51% of our leadership identifies as female.

Planet We've committed to reduce emissions 50% by 2030 and committed to 100% renewable energy.

Clients Currently, 32% of our revenue is derived from clients with a mission, model and action bringing about a more inclusive and sustainable world.

Community We contributed 1.5% of our revenue to causes advancing education and social justice.



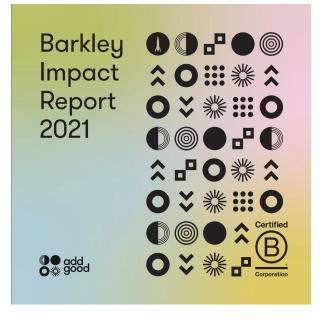
Criteria 1 - Offeror Qualifications

4.5.A and 4.5.B Commitment to Sustainability

As the challenges of the world intensify, businesses must play a role in driving systemic change. It is our view that it's not only possible but imperative for brands to balance purpose with profit. Now, more than ever, purpose is also a powerful differentiator. While Barkley is a proudly independent organization, we recognize the importance for private companies to get sharper on disclosures and provide more transparency with teams in order to drive successful business and change.

This thinking inspired us to double the amount of staff in our Purpose, Sustainability and Culture practice as well as to enhance our measurement and reporting capabilities. It also guides how we advise clients in transforming their business to meet the rising demands of stakeholders: From modern consumers who want to live more sustainable lives, to investors who want to know if brands are prepared to address their role in climate change, to employees who expect accountability and transparency from their employers. Being a B Corp means we look for ways to be better — both big and small — because it results in positive impacts across our business. It also means an ongoing commitment from a leadership perspective to set improvement goals and measure our impact in transparent ways.

We encourage the University of Kentucky team to review Barkley's 2021 Impact Report (found using the link below the image to the right) for an up-to-date and comprehensive overview of our efforts in sustainability. This report shares our progress throughout four pillars in our Add Good Plan: Partners, Planets, Clients and Community. And it provides a blueprint for where we can go next. Brand impact is a virtuous loop — when you power your commitments with purpose, you inspire your brand culture to deliver profit and continuous impact.



See the Barkley Impact Report here: bit.ly/3AsFOiM

4.5.1-3 Qualifications Narrative

Founded in 1998, Barkley's higher education practice (www.barkleyrei.com) employees over **35 dedicated higher education specialists** and provides clients with full-service agency capabilities, with an emphasis on digital strategy. Our entire firm spans four offices, with our headquarters in Kansas City, Missouri, and offices in New York City, Pittsburgh, and Denver. In total, we comprise a team of over **450 employees**. We are credentialed as a B Corporation as well as the American Association of Advertising Agencies' 2021 Agency of the Year.

In our two decades of experience in higher education, we have successfully completed dozens of enterprise website redesign engagements, launched countless digital marketing campaigns, and have provided strategic consulting and marketing guidance for 150+ colleges and universities. In doing so, our clients achieved unprecedented results: raising brand awareness, driving year-over-year enrollment, dramatically improving profiles and rankings, modernizing and future-proofing their online presence, and much more. As a private organization, we cannot divulge our technical or strategic roadmap.

We Wrote The Book On Millennials & Gen Z

Literally, not figuratively. We've actually published three books — "<u>Marketing to Millennials</u>", "<u>Millennials with Kids</u>" and "<u>Marketing to Gen Z</u>". While this is not technically a "credential," we nonetheless felt this experience impacts upon the three

functional areas listed in University of Kentucky's RFP. Indeed, effectively intersecting with these core consumer audiences uniquely equips Barkley as a partner for the University of Kentucky when developing sustainable web strategies.

At Barkley, we've been researching these important generational audiences since 2010, studying their behaviors, their mindsets, their special



characteristics — and the similarities to other consumers who came before them. We will bring these insights to bear for the University of Kentucky and get at the heart of what motivates strategic website actions for your primary audiences.

4.5.4 Provide samples of recent work for each of the Functional Areas

The following are but a few work samples that provide evidence of our ability to complete large-scale projects within defined schedules and budgets.

Client	Scope of Services	URL
GOUCHER —college—	Full Website Redesign	<u>goucher.edu</u>
ѱ IUPUI	Full Website Redesign	<u>iupui.edu</u>
JOLIET JUNIOR COLLEGE 1961	Full Website Redesign	jjc.edu
KISHWALKEE COLLEGE	Full Website Redesign	<u>kish.edu</u>
LENOIR~RHYNE UNIVERSITY	Full Website Redesign	<u>lr.edu</u>
MICHIGAN STATE UNIVERSITY	Full Website Redesign	<u>msu.edu</u>
SJSU	Content Migration, Content Strategy, Content Development	<u>sjsu.edu</u>
TEXAS ARM UNIVERSITY CORPUS CHRISTI	Full Website Redesign	tamucc.edu
UCI Financial Aid and Scholarships	Full Website Redesign	<u>ofas.uci.edu</u>
UCI Office of Undergraduate Admissions	Full Website Redesign	<u>admissions.uci.edu</u>
UCLA	Full Website Redesign	<u>law.ucla.edu</u>
J.B. SPEED SCHOOL OF ENGINEERING	Full Website Redesign	engineering.louisville.edu
UNIVERSITY VIRGINIA SCHOOL OF ENGINEERING	Full Website Redesign <u>engineering.virginia.edu</u>	

4.6

Criteria 2 – Services Defined

Offerors shall list all language and development environment experience

Barkley's senior development and quality assurance staff, any number of which may be assigned to future University of Kentucky projects, possesses deep experience covering a range of languages and development environments, as well as proficiency in a number of toolsets and other resources. The following list outlines the expertise of our top senior development bench.

Developer	Primary Skillset	CMS Systems	Other Experience
Joshua Petry	.NET (C#, VB.NET), PHP, Perl, XHTML, HTML, CSS, Javascript, jQuery, MS SQL, MySQL, Lucene, Elasticsearch, XML, JSON	Drupal, RElgnition, Ektron, Ingeniux, Cascade Server, Drupal, WordPress, OmniUpdate	IIS, Apache, C++, Java, PCI Compliance, Domestic and International Payments (Authorize.NET, Pago, ICS, ClickAndBuy, Bank Deposits), Prepaid Card Industry, Unix/Linux, Pardot
Brian Zungali	.NET (C#, VB.NET), PHP, XHTML, HTML, CSS, Javascript, jQuery, MS SQL, MySQL, Lucene, Elasticsearch, XML, JSON, GIT, SVN	Drupal, Ingeniux, Cascade Server, WordPress, Sitefinity, AEM, Kentico	IIS, Linux/Unix, Java, Agile, Jira, Bash
David White	HTML, XHTML, CSS/Sass, Javascript, jQuery, PHP	Drupal, WordPress, Cascade, Kentico, Mura	Adobe Creative Suite, ColdFusion, JSON, RSS, WordPress (ACF Pro/WooCommerce), XML/XSLT
Eric Leslie	Static & Integrated Testing	Drupal, Wordpress, Cascade, OmniUpdate, Architech	VMWare Fusion, Browserstack, CrossBrowserTesting, SortSite, Google Lighthouse, WAVE, Deque Axe

The offeror shall have staff with related experience in the Functional Areas

Each client partnership we pursue includes senior level account service and management teams to create an ongoing strategic relationship between our organization and yours. Further, as a full service agency, Barkley brings to bear the experience and capacity to execute all work in-house.

Executive Leadership



Shane Pryal | EVP, Managing Director | 21 years of experience As EVP and leader of Barkley's higher education practice, Shane provides best practices, insight, and strategy that help drive key admissions and alumni actions. Shane brings an expert knowledge of enrollment marketing and digital excellence within the higher education space, which will impact the day-to-day operations of your account.

Shane has held a variety of positions within the agency since joining Barkley in 2001. Spending the first three years as an account supervisor, Shane worked on a number of client accounts including brands within education, like Lenoir-Rhyne University, UCLA, and UCI. With regard to higher education, Shane's experience spans literally hundreds of America's most notable universities, colleges, and programs.

He's very excited for the opportunity to once again bring his knowledge to bear for the University of Kentucky and very much looks forward to the opportunity to continue our previously fruitful and exciting partnership.

Experience Design



Benny Pinto | Interactive Design Director | 10 years of experience As Interactive Design Director, Benny specializes in crafting purposeful interactive experiences that aesthetically tell a brand's unique story. With over 10 years of professional experience, his passion for usability ensures that projects not only strategically meet the needs of the internal stakeholders, but also its end-users.

Benny graduated from Pittsburgh Technical College with a degree in graphic design. His current and recent projects include Columbia University, College of Charleston, Lenoir -hyne University, Molloy University, UCLA Law, UCI Enrollment, Valent, William Jewell, CMU Heinz, NCMA, and UVA Curry School of Education, among many others.

When not pushing a pencil or manipulating pixels, Benny usually has a bicycle under him, a guitar in front of him, or a camera in his hands.

Art & Experience Design (continued)



Heather Morrison | UX Director | 7 years of experience

Heather is an integral member of the experience design team, specializing in improving the experience for the end website user. As User Experience Director, she specializes in information architecture as well as user experience, research, and testing. She has a firm grasp of interaction design and works closely with content strategy, visual design, and development to bring projects to life. Heather is fluent in web and mobile architecture, which she uses to create meaningful user interactions. She specs projects out by providing streamlined and intuitive information architecture along with wireframes that map out desired functionality to client content types. Heather has worked on a number of clients in her 5+ years here at Barkley including UCI Enrollment, SJSU, UCLA Law, UVA, Lenoir-Rhyne University, Peoples Gas, and numerous others. Heather holds a BA in Broadcast Communication and an MA in Communication with a focus in New Media and Marketing.



Aitya Williams | User Experience Designer | 2 years of experience

Aitya is a member of the experience design team, specializing in enhancing the experience of website users. As a User Experience Designer, she is passionate about solving problems, interaction design and creating a user-friendly space for all users. Aitya works closely with content strategy, visual design, and development to bring projects to life. She provides a varietyc of deliverables such as sitemaps and wireframes to illustrate desired architecture and envisioned functionality. Aitya's Barkley experience spans a range of clients, including Columbia University, Central Washington University, and The University of Miami Patti and Allan Herbert Business School. Aitya holds a Bachelors of Science in Mass Media Communication, with a specialization in Multimedia Journalism and earned a Master in Science Degree in Information Architecture - User Experience Design from Kent State University.



Amy Weiss | Director of Content Strategy | 11 years of experience

As the Director of Content Strategy, Amy ensures the creation of clear, persuasive, engaging, and on-brand digital content to meet the needs of site visitors and satisfy clients' business objectives. As part of Barkley's interdisciplinary user experience team, Amy develops brand-focused content strategy priorities for colleges and universities informed by primary research, UX findings, content audits, and competitor analyses.

Amy spent more than eight years in communications roles at Northwestern University, where she honed her skills as a writer and editor for a variety of print and digital media. A true Wildcat, she earned her bachelor's degree from the Medill School of Journalism at Northwestern and her master's in public policy and administration from Northwestern's School of Professional Studies. At Barkley, she works with a wide range of clients, including Columbia University, the College of Charleston, Central Washington University, and Miami University in Ohio, among others.

Art & Experience Design (continued)



Jake Turpin | Web Content Manager | 5 years of experience | Jake is a digital marketer with a love for frontend web design, content strategy, analytics, and leading brands toward quality digital solutions to meet their business goals. He brings deep higher education experience both on the agency side and the client side, have served as a digital strategist for Ball State University in the Division of Marketing and Communications for three years and then later as the Web Content Specialist at the Community College of Denver. During his time at Ball State, Jake rose to eventually become the digital strategist for the Division of Enrollment Planning and Management, where his duties became solely focused on admission operations and strategy support. These on-campus experiences were powerful for Jake, shaping his point of view on how to effectively develop effective website content strategy. At Barkley, he works on a range of clients, from Miami University of Ohio, Washington University in St. Louis, Columbia University, and the College of Charleston, among others.

Client Services



Mandy McFadden | Dir. Brand Leadership | 13 years of experience Mandy brings 13 years combined agency and corporate experience across a variety of B2B and B2C portfolios. With a background rooted in data and technology, her account management style is uniquely suited to clients with any level of technical expertise that are looking to expand their brand's digital experience. Whether she is managing an ESP migration, working through a complete site redesign, or standing up a new instance of a DMP, Mandy can translate client business objectives into solutions. Recent projects include Lenoir-Rhyne University, University of California Irvine, and UCLA After a year studying abroad at Oxford University, Mandy completed a Bachelors in Public Relations with a focus on Marketing from Westminster College.



John Braun | Senior Brand Manager | 11 years of experience

John brings deep experience working both within higher education and public institutions. At Barkley supports a range of clients, including Columbia University, UCLA, The Olin Business School at Washington University in St. Louis Washington. His Barkley experience outside of higher education includes brand management for Valent BioSciences' digital projects. John's outstanding background in managing complex digital projects positions him as a uniquely qualified client services leader. Prior to Barkley, John put his skills as a multimedia specialist to work supporting General Dynamics Corporation, the sixth largest defense contractor in the world. His tenure with General Dynamics spanned nearly five years and covered a range of client projects spanning various federal departments and teams, including the Center for Disease Control (CDC) and the Defense Threat Reduction Agency.

John holds an MBA in Project Management from Mount St. Mary's.

Project Management



April Tantalo | VP, Digital Operations | 12 years of experience As VP of Digital Operations, April's focus is helping Barkley deliver against project scope and budget while ensuring that timelines are clearly defined and met by both the agency and client partners. Day to day, she oversees full project lifecycles. Prior to joining the Barkley team in 2018, April accrued more than a decade of project management experience on both client and agency sides of the business. In that time, she oversaw multi-million-dollar projects across all forms of media, with a focus in digital. Today, she's skilled in every facet of her craft, from scoping and quality assurance to deployment and fostering successful client relationships. It should come as no surprise that in ten years, April's brand experience spans a wide variety of industries and categories. To date, she's worked with higher ed brands such as Lenoir-Rhyne University, University of California - Los Angeles and UCI Irvine, among others.

Technical Team



Josh Petry | Principal UI Developer | 19 years of experience
As a senior software developer with almost twenty years of experience,
Josh has deep experience with PHP and the .NET framework, and other
languages. He also brings an expert competency on a range of CMS. Josh
has worked on website design and web application development projects
for a host of Barkley's clients, including Lenoir-Rhyne, UCLA, Heinz College
at Carnegie Mellon University - Tepper School of Business, Florida Atlantic
University - College of Business Alabama State University, California
University of Pennsylvania, Chicago-Kent College of Law Kutztown
University, University of Rochester - Simon School of Business, University of
California - Irvine Admissions, Times Square Alliance, Explore Minnesota
Tourism, Kansas City Convention & Visitors Association, and Louisville
Convention & Visitors Bureau. Josh earned his Bachelor of Science in
Computer Science, Information Technology from Slippery Rock University of
Pennsylvania.



David White | Senior UI Developer | 25 years of experience
As a senior user interface developer, David's responsibilities include implementing designs in a robust, accessible, and SEO-friendly manner.
David has wide experience with technologies up and down the stack, and his areas of expertise are HTML, CSS, Javascript and PHP. He is also an expert across a range of CMS. In his tenure at Barkley he has served as lead developer on projects for Texas A&M University, the University of Portland, Molloy College, and more. David is a graduate of Carnegie Mellon University. He the co-author of Hayden Books' The Web Designer's Guide to Color (1997), released as part of the Pantone Web Color Resource Kit.

Technical Team (continued)



Eric Leslie | Quality Analyst | 13 years of experience

Eric has been professionally testing software, websites and mobile applications in the for 13 years, and has functioned as project and team QA lead for multiple large-scale clients. He has designed and executed test plans for major website designs and upgrades, email campaigns, and applications for clients such as Dairy Queen, Wingstop, Krispy Kreme, SunnyD, Ball, Meritage Homes, Payless, Cargill, and DICE.

Within higher education, his work has included testing for clients such as the Lenoir-Rhyne University, UCLA, UCI, Explore Minnesota Tourism, Kansas State University, Peoples Gas, The University of Virginia, and Salisbury University. Eric holds a Bachelors of Science in Computer Science from Penn State University.

Support + Training



Ray Rotuna | Dir. Support & Training | 22 years of experience Ray's primary responsibilities include drafting technical documentation, conducting training workshops, and providing technical support and troubleshooting for Barkley's roster of support and maintenance clients. Ray joined REI in 2002.

Over his almost two decade tenure at Barkley, Ray also held the position of Senior Quality Assurance Analyst where his responsibilities included functioning as the Quality Assurance Team Lead. Ray has worked with countless Barkley clients. including the University of Virginia School of Engineering and Applied Science, University of California - Los Angeles, UCI Office of Undergraduate Admissions, Manhattan College, and Carnegie Mellon University Heinz College. Prior to joining Barkley, Ray worked for Lycos, Inc. in Pittsburgh and Massachusetts. Ray holds degrees from the University of Pittsburgh.



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

*Note: Per Question 33.B in the Vendor Q&A, an hour estimate for our example has not been provided

Since 1998, we have completed over a dozen Drupal builds, with an emphasis on higher education integrations. To that end, we are prepared to work within UKY's Drupal environment, as needed. Barkley has a long history of working with Drupal versions 7, 8, and 9 and brings a deep understanding of the differences in data and structure between all versions.

This experience enables us to anticipate the idiosyncrasies the University of Kentucky may encounter while working on this platform. This knowledge empowers us in our role as your consultant and partner. We have built fully-featured, responsive, powerful websites with compelling content strategy, copywriting, visual design, and user experience on all extant versions of Drupal from the ground up.

Insofar as demonstrated Drupal experience: Our developers are expert users of the Drupal platform. We can reference our successful projects completed as evidence of our experience on the CMS. Please review the following clients for more information. Note, the list is not exhaustive and some of these projects are currently ongoing.

Recent Drupal Clients





















University of California, Los Angeles - Case Study



Challenge

UCLA Law is one of the top 15 law schools in the country. Yet its updated brand platform and compelling narrative were not reflected on its website, which represented one of its most valuable marketing channels. Facing an increasingly competitive space, UCLA Law resolved to take action and innovate. Built on Drupal, the dated look and lack of responsive design stymied the full digital realization of its powerful brand platform.

Visitors to <u>law.ucla.com</u> were greeted by a non-mobile responsive and stylistically outdated website last redesigned in 2013. By 2019 the University was gearing up to celebrate its centennial in the Spring. Seizing on this timeline, UCLA Law set a goal to comprehensively redesign and migrate the entire UCLA Law website. The resulting work had to meet best-in-class technological and compliance standards while bringing the broader UCLA brand platform to life for the school. And all of this had to be accomplished on a breakneck schedule to meet the University's centennial campaign.



UCLA Law partnered with Barkley, a UCLA preferred agency, to tackle this ambitious digital brand launch. Our goal was to take the UCLA brand platform and build a gorgeous, intuitive, and distinctly "UCLA" website that will remain fresh and useful for years to come. This Drupal-based website had to meet the expectations associated with one of the country's premiere law school. To that end, we needed to re-imagine the user experience, build a design system from the ground up, and refine web optimization strategies to drive traffic to high value pages.

At the outset, UCLA Law challenged us to deliver purposeful digital brand experiences that live at the intersection of content, user experience, and design. The mandate was mobile-first everywhere with minimal templates and maximum versatility. The UCLA brand needed to be expressed with ADA contrast combinations in mind. Photography

University of California, Los Angeles - Case Study



styles were to be represented seamlessly, creating a cohesive story across the entire site. Typography and heading structures had to be immediately recognizable. Finally, the resulting work needed to be future-proofed and functional. That meant the creation of not just an instinctive user experience, but an equally instinctive developer experience as well.

Insight

Through comprehensive stakeholder interviews, we identified early on that the best angle of attack was a content-first approach. This married up perfectly with our custom Atomic Design Methodology. After performing a full content evaluation and establishing a new architecture and navigational structures, we began mapping content types to component types. We see these components — or atoms — as the building blocks for the page templates of the website.

Solution

A common approach would be to dive headfirst into the homepage design options. In essence, starting from the top down. But, for a site of this magnitude we felt that this tactic would lead to a disjointed product. Instead, we opted for a different strategy. After all, we needed to efficiently express the totality of the UCLA brand platform through both design and experience. With this in mind we created design explorations that expressed the UCLA brand visually in a variety of ways. During this exercise we collaborated closely with the client team, focusing on UI, typography, messaging, texture, and photography style. Through it all our lodestone was the brand platform. The ultimate output of this work was the development of a clear direction shared between the Barkley team and our UCLA counterparts.







University of California, Los Angeles - Case Study



Results

One of the earliest takeaways from the launch is the full realization of the UCLA brand across both desktop and mobile devices. Barkley's Atomic Design approach is expressed as a shared experience across all web pages within the law.ucla.edu property.

For posterity we published a developer-friendly style guide of all our components, patterns, and templates so UCLA Law's team will be able to grow and iterate the site for future audiences with full autonomy.

More specifically, web analytics speak to a strong resonance:

- Session durations increased by 18%
- Bounce rate decreased by 13%
- High value landing pages now outperform the home page with organic traffic, earning a third of entrances
- Since launch there have been over 1,000 goal completions (e.g juris prudence applications, alumni giving, etc.)
- 71% of goal completions now take place within a single visit to the site, a sizable increase compared to the pre-launch 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.

*Note: Per Question 33.B in the Vendor Q&A, an hour estimate for our example has not been provided

The vast majority of website redesign projects we perform, including those listed in our response to 4.5.4, include database driven web application development. For instance, as part of the overall redesign of the websites constituting the University of California - Irvine, Office of Undergraduate Enrollment, we created

- <u>Interactive program finder, custom lead generation forms</u>
- Dynamic Events feeds with categorization
- A virtual tour module
- Dynamic News feeds with categorization
 - Note, while this link leads to a separate site, it is part of the same project
- Tuition Calculators
 - Dependent Calculator
 - o <u>Independent Calculator</u>
- A customized and branded real-time chatbot ("Peter the Anteater")

These are but a few of the examples, spread across University of California - Irvine's entire enrollment suite of websites (<u>UCI Undergraduate Admissions</u>, <u>UCI Financial Aid</u>, <u>Enrollment Management</u>, Registrar*, and Financial Services*). To complete this work, Barkley created custom tools that synthesized data from the University's various directories and databases, as well as external resources, with CMS content to form robust and rich digital enrollment experiences.

^{*}Currently under development



Challenge

The University of California, Irvine Office of Undergraduate Admissions partnered with Barkley to redevelop their visual design and content strategy to more effectively capture the "vibe" of UCI student life. In this case, content took many different forms, all of which showcase UCI's strengths. Further, the project had to be accomplished on an aggressive five month timeline.

Insight

As an Admissions site, rather than the website for the entire university, creating clear pathways to various other parts of the site and the university's site as a whole, and context for the changing experiences students would see was a challenge.

We recognized that, as the first touch for the School's brand in many cases, we had to go above and beyond the offerings of a typical admissions site. We had to answer the same questions on this site that students have when they visit the broader university site:

"Do you have my major?" "Can I afford to go here?" "Why should I choose you?" and "How do I apply?" are questions which represent tasks for which we had to provide clear pathways. Previously, the site did not contain clear pathways to program listings or "Why UCI" information:



In addition, audiences were not clearly prioritized in this model, with newly admitted students and international students given precedence over financial aid and other hot-ticket items. Labels were also an issue since the uninitiated would not understand MyAdmission or how that experience differed from Admitted Students.

Web analytics showed signs of prospective student confusion through high bounce rates and continued cycles through the home page. We knew we had to make some improvements to site architecture. Here is our implemented solution:





Solution

This case study is unique, in that it covers two engagements with one client spanning five years. UC Irvine Office of Undergraduate Enrollment first partnered with Barkley in 2016, to redesign their aging web presence. It was at this time that Barkley redesigned the primary navigation and information architecture for the website. We created an entire section under Discovery for Why UCI. It contains pages that are visually intense, providing context for the location, information about the world changing level of research and fantastic faculty, providing a clear pathway for content that answers the question "Why."

Study leads to high-level information about the programs offered at UCI with links to the respective program and school. This answers the question "Do you have my major?" Without necessitating the student leaving the actual admissions experience.

Apply is our easy-to-understand task-oriented label for the logistic side of the site content. Pages in this section explain how to apply, requirements, what UCI is looking for and context for next steps and the dramatic change in experience when a student leaves the UCI admissions page and arrives at the common app for all UC schools.

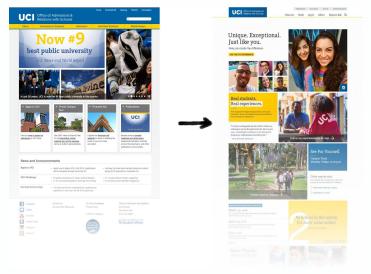
Afford creates clear pathways to cost and aid information and delivers the message, loud and clear, that though UCI is expensive, and Orange County is intimidating, it is possible to get the financial aid necessary to make education here reasonably affordable.

Request Info gives the prospective student a chance to reach out directly to a staff member. This kind of immediate access really goes a long way to surfacing the concept of accessibility that the student will find is a reality during their experience at UCI. "If they treat me this well as a prospective student, how great will it be to go there?" is the reaction we want this section of the site to engender.

The work plan also needed to include a targeted content strategy. Along with providing the direction, strategy, user interface design, and visual design for UCI Admissions, Barkley also provided the visual assets and almost all the copy that appears on the new site. We took a camera crew on campus and did photo and video shoots with the featured students as well as provided images of campus and the surrounding area to support the design and the design strategy. Our creative director art directed the shoot. Having new and improved assets turned an otherwise great site into something truly spectacular.

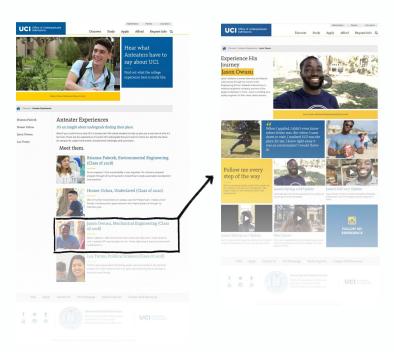


Barkley amplified UCI's unique brand by creating a student-focused homepage. It emphasized academic prestige while demonstrating the difference of a UCI education through compelling new videography, photography, drone footage, and web copy. We also designed opportunities to connect with prospective students, no matter where they were in their enrollment journey. This was achieved through the use of compelling content, a



Before and After of the 2016 Redesign

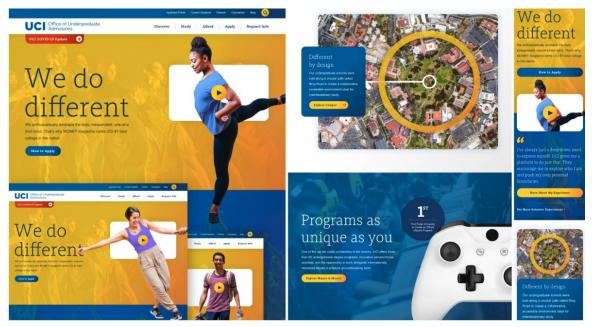
focus on the unique campus experience, and an immersive program finder. The content was crafted by Barkley content strategists using by real user contributions, and allowed UC Irvine's key enrollment audiences to follow actual students through their entire academic journey, from enrollment to graduation and beyond.



Following Students Through Their Academic Journeys

The hardest to please stakeholders at UCI were thrilled with the newly launched site and continue to use Barkley's content strategy documentation and web design resources to build the site out further. Further, the success of the first project led to UCI Office of Undergraduate Admissions repartnering with Barkley once again for their next redesign. Turn to the following page for the next generation design of UCI's enrollment site.





Results of the Second Redesign in 2021

Results

The completed redesigns led to terrific results for the Office of Undergraduate Admissions. For the first time, UCI received over 100,000 applications for the Fall semester

- Applications for UCI were up 7.1% and out-of-state applications were up 8.8%
- UCI became the 3rd most-applied-to school in the entire country, surpassing rival UC Berkeley
- Average visit length to the Majors & Minors page increased by more than 300%
- #1 UC for California under-represented minority applicants
- #2 UC for California applicants overall

The team at the University of California, Irvine were thrilled with the results:

"From the beginning I've felt that we were in extremely capable hands, and the quality of the site proves that was true. The entire [Barkley] team was a pleasure to work with and we are so appreciative of everyone's dedication and support." — Joseph Horning, Marketing Communications Analyst and Internal Project Lead for the UCI UGA Website Redesign

UCI has subsequently hired Barkley to rewrite and redesign their entire enrollment suite of websites, including UCI Financial Aid, Registrar, Enrollment Management, and Financial Services.

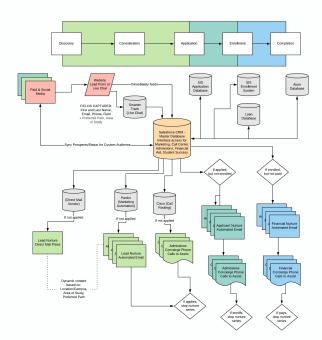
Functional Area 3 – Web Service Integrations

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.

*Note: Per Question 33.B in the Vendor Q&A, an hour estimate for our example has not been provided

Barkley brings dozens of examples of web service integration, given our full service nature and deep development bench, in fact, this is a routine aspect of virtually every redesign. Our experience ranges from implementing SSO, to integrating with 3rd party CRM, curriculum and course catalog databases, faculty databases, alert systems, event management platforms, virtual mapping, transportation systems and more. Our services range from consulting (recommending specific integration solutions, like APIs) to implementation (configuring third party integration and custom development or hooking into CRMs, etc.).



Barkley's digital integration and data system map for North Virginia Community College

As an example of our work with web service integration, our partnership with North Virginia Community College helped put the applicant in the driver seat, empowering them to select their area of interest and their reasons for considering enrollment. Using dynamic forms, "hidden fields," mapped in the CRM, were progressively filled with each visiting, creating an ever more complete prospect record. This subsequently was reinforced by a targeted email drip campaign, written by Barkley, to encourage further key enrollment actions to be taken

Northern Virginia Community College - Case Study



Challenge

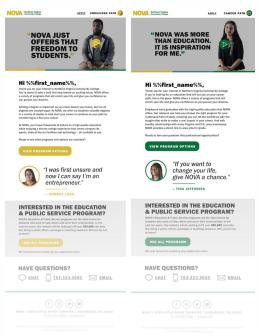
The goal of our partnership with NOVA, the second largest community college system in the country, was to increase overall CRM contacts generated by paid media. Moreover, Barkley had to deliver a strategy that concentrated the customer journey across a broad audience of highly unique personas. NOVA's audience spanned geography and generation. In addition to traditional enrollment, NOVA serves a diverse audience of adult learners, first time college students, transfer students, and individuals seeking continuing education. As such the funnel had to accommodate recent high school graduates and retirees alike.

Solution

Our team took this opportunity one step further by designing a custom website experience that included multiple lead capture and outreach opportunities on every single page ensuring that whether a prospect preferred to chat, call, email, or submit an inquiry form, every action was trackable and triggered an immediate response. This approach helped move the customer journey forward, no matter the contact's technological familiarity. While 69% of NOVA's web traffic was comprised of Millennials or Gen Z, a full third (31% specifically) was comprised of Gen X or Baby Boomers.

To further NOVA's digital marketing initiatives, we created personalized media plans for the eight unique campuses and populations located across the Northern Virginia area. Media efforts included a blend of programmatic, paid search and social media campaigns targeting each school's local geography and tailored for discrete audience personas.

Snapchat campaigns were executed to be tightly geofenced around the school campuses corresponding with school open house events in order to drive brand awareness through the use of sponsored custom Snapchat filters.



Sample of two of the four dynamic nurture series that Barkley created for NOVA

Northern Virginia Community College - Case Study

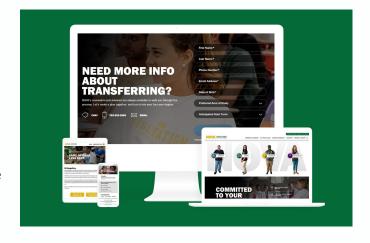


Results (continued)

We measured this strategy on several different metrics that include lead generation, success along geographic boundaries, post-click performance, lead quality rates, applications and registration. The broader strategic approach offered several advantages:

- 53% Open rate for initial email series
- 56% Average click-to-open rate
- 2,000 Return visits to the admissions site
- \$300,000+ in potential tuition

The site: We created a microsite for prospective students that sorted them into funnels depending on their specific educational needs. Every page of the site had a lead capture form that noted and stored each student's path page. Targeted digital ads drove prospects to the microsite.



The nurture series: Then we

developed four versions of an email series within NOVA's CRM to nurture prospects who completed the lead forms on the new NOVA website. Based on their path — either given on the form or deduced from what page they were on — they received the right messaging and supportive content they needed to get started. Content was tailored to the area of study they indicated or page they were on (like nursing or computer sciences). The series nudged the prospect over a two-week window, encouraging them to continue their consideration of NOVA and ultimately to drive them to enroll. If the call center talked to a student live and realized that person was definitely not a fit, they could mark a student as "do not nurture" and that student would come out of the automated series.



Criteria 4 – Evidence of Performance + Implementation Schedule

Functional Area 3 – Web Service Integrations

Barkley brings dozens of examples of web service integration, given our full service nature and deep development bench, in fact, this is a routine aspect of virtually every redesign. Our experience ranges from implementing SSO, to integrating with 3rd party CRM, curriculum and course catalog databases, faculty databases, alert systems, event management platforms, virtual mapping, transportation systems and more. Our services range from consulting (recommending specific integration solutions, like APIs) to implementation (configuring third party integration and custom development or hooking into CRMs, etc.). To demonstrate our experience with the services required in Functional Area 3, we've included a case study detailing our work with North Virginia Community College.

References

Finally, University of Kentucky will notice that we have included three references in 4.8 Criteria 4. Please refer to the following clients for the following functional areas.

Client Reference	Functional Area	Why It's Relevant
LENOIR~RHYNE University	1, 2, and 3	Lenoir-Rhyne University involved a full web platform development, with custom web applications, and various web service integrations
UCI Office of Undergraduate Admissions	1, 2, and 3	UCI Undergraduate Admissions involved a full web platform development, with custom web applications, Barkley provided consulting on web service integrations, but implementation was limited to website lead generation forms
UCLA	1, 2, and 3	UCLA involved a full web platform development, with custom web applications, and various web service integrations (including a homegrown curriculum management system)

Reference 1 — Functional Areas 1, 2, and 3

LENOIR~RHYNE UNIVERSITY

Lenoir-Rhyne University involved a full web platform development, with custom web applications, and various web service integrations. The project successfully met all deadlines set by the client. Staff who performed on this project can be found in the staff resumes section of this document, beginning on page 19.

We encourage you to reach out to the following client contact for more information:

Doug Minor

828-328-7109

625 7th Ave NE, LRU 7483 Hickory, North Carolina 28601

Reference 2 — Functional Areas 1, 2, and 3



UCI Undergraduate Admissions involved a full web platform development, with custom web applications, Barkley provided consulting on web service integrations, but implementation was limited to website lead generation forms. The project successfully met all deadlines set by the client. Staff who performed on this project can be found in the staff resumes section of this document, beginning on page 19.

We encourage you to reach out to the following client contact for more information:

David Namie 949-824-4260

260 Aldrich Hall Irvine, California 92697

Reference 3 — Functional Areas 1, 2, and 3



UCLA involved a full web platform development, with custom web applications, and various web service integrations (including a homegrown curriculum management system) The project successfully met all deadlines set by the client. Staff who performed on this project can be found in the staff resumes section of this document, beginning on page 19.

We encourage you to reach out to the following client contact for more information:

Bill Kisluik

949-824-4260

Los Angeles, CA 90095, USA



Criteria 5 – Additional Information

7.2 Optional Services - Overview

Barkley provides clients with a broad range of core competencies. University of Kentucky will benefit both from our category experience in higher education as well as Barkley's position as a Forrester Top 5 Lead Agency. Please see the lists below for a high level overview of the services we provide:



Branding & Strategy

Brand Positioning

Brand Architecture

Brand Culture

Purpose + Sustainability

Data Strategy

Custom Research

Identity Design

Competitive Analysis

Audience Segmentation

Experience Mapping

Innovation Strategy



Content Strategy

Content Audit

Information Architecture

Site Tree Testing

Content Governance Planning

Copywriting and Editing

Measurement, Reporting & Optimization

SEO

Writing for the Web Consultation

Photography & Videography



Design & Development

Strategy and Consulting

Expert Site Review

CMS Consultation

User Experience Design

Visual Design

Front-end Development

Application & Database Development

Accessibility Auditing & WCAG Compliance

Intranet Design & Development

Governance Strategy



Omnichannel Advertising

Advertising Strategy Development

Media Planning & Buying

Campaign Implementation (SEM, Social, Display, Email, Video, Voice)

Campaign Monitoring, Optimization, and Performance Reporting

CRM / System Integration Services

Measurement Planning & Implementation

Social Media

In the following pages, we will review a few of the services overviewed above which we feel are relevant to the University of Kentucky's request for proposal.

Target Audience Development

We're already on the front lines of what makes your key audiences tick (<u>Millennials</u>, <u>Millennials</u> with <u>Kids</u>, and <u>Gen Z</u>). We will use this knowledge to analyze first hand research provided by UKY. Upon reviewing this first-hand research, we will begin build out our own user research (this may include user studies). From here, we will define how core constituents interact with the school's web presence through user testing and stakeholder engagement.

Intranet

We'd like to take this opportunity to discuss our experience building intranets. As an example, Barkley recently created an entire intranet experience for Manhattan (https://inside.manhattan.edu) where key intranet communications could be easily sent to central MarComm and shared across campus. This intranet provides a custom quick links module that aggregates legacy category-based resources (Academics, Student Life, IT Support, COVID Information etc.). Most intranets involve a login with dual authentication and many layers of security. Indeed, hosting private content can create a burdensome and expensive problem for organizations. Often this creates a problem and a bottleneck, requiring third-party solutions. Instead, Manhattan simply wanted to create a "lighter" resource that leveraged the universal school login (thus also allowing access to class schedules, admissions, counseling resources, etc.). We believe this is a great option for your school, as it will lead to efficiencies through a more straightforward intranet offering.

Sitemap and Information Architecture

Virtually every web design project Barkley works on involves the completion of a new sitemap and information architecture. As such we will produce one (1) visual sitemap that encompasses the homepage and up to two (2) levels (not to exceed two hundred pages). This can also include sitemaps for the Global Online Site and Intranet, if required by the scope. We will provide up to one round of revisions to the sitemap prior to the site-tree testing. Your site trees will be developed by our

University of Kentucky

Experience Design Team. The project will be led by our Senior Information Architecture Specialist, Heather Morrison. Heather brings nearly a decade of experience working on website architecture within the higher education space.

Our user experience and content teams will pick up the process by conducting a more detailed audit of your current website and provide a recommended architecture that aligns with the redesign strategy. This architecture will reflect usability and SEO best practices along with key strategic content considerations. The deliverable for this phase involves a sitemap and a sketch of the navigation scheme.

If you review the websites we have produced, you will see a clear focus on general best practices and higher education website fundamentals (like easy access to academic options, campus and student life information, advanced program listing strategies, etc.). At the same time, you will notice a range of decisions that are very specific to individual clients that are based on insights and recommendations provided in our redesign plans. Examples include:

- On Champlain College's website, the primary navigation drives visitors to a dedicated section related to Career Success: http://www.champlain.edu/career-success. The need for this was defined in the redesign strategy and our user experience team helped create a simple but impactful architecture designed to deliver and reinforce this differentiating feature of Champlain College.
- Chapman University's website features pathways to an Arts section (http://www.chapman.edu/arts/index.aspx) and a Research section (http://www.chapman.edu/research-and-institutions/index.aspx) in the primary navigation. Our team created a very structured landing page experience that uses individual facilities, programs, opportunities, etc. collectively to help tell Chapman's story.
- Because affordability is so important to many community college students, Normandale Community College's website features a primary navigation link that drives visitors to a dedicated section called "Paying for College" (http://www.normandale.edu/paying-for-college). Our user experience team worked closely with the client to make this section as approachable and as easy as possible for first generation students.

In all 3 of these examples, our user experience team utilized what they learned from the redesign plan (and their direct interaction with our clients) to develop an architecture that delivers all of the important fundamentals while surfacing high priority content that relates to each school's strengths and marketing communication goals.

We would expect to deliver a similar solution for your university as we learn what information and ideas warrant the most focus and the most robust content.

Content Development

The formal content plan (which we refer to as the content outline) will include first and second level pages and will guide what content should be delivered on each individual page per the example provided below:

11 Majors & Programs

- . Key Message: Display all majors, minors, and programs. Make it easy for the visitor to narrow their results. Group and categorize the programs to make it easier to scan. If possible, pull in majors, minors, and programs dynamically to easily sort and filter. Menton should be made of the affordability and ROI aspects as well as placement rates for different programs
- SEO Keywords: Academic Programs, Majors and Minors, Shippensburg University
- SEO Title: Shippensburg University Academic Programs | Majors and Minors
- SEO Meta Description: At Shippensburg University, we have over 150 academic programs. Our curriculum challenges students and promotes growth. Explore Majors and Minors choices here
- Tone: Professional yet approachable. Avoid industry-speak and institutional language.
- . Voice: First person present. Use you and you'll rather than speaking to the audience in the third
- · Audience: Prospective students exploring their degree options.
- CTAs & Next Steps: Application is submitted; more information is requested; students navigate to
- Supporting Media & Statistics: Mention should be made of ROI and placement rates, if applicable
- Roadmap: Child pages already stipulated in content outline.
 - 1.1.1 Undergraduate Display all undergraduate programs. Group and categorize the programs to make it easier for the user to scan
 - . Key Message: Deliver undergrad programs in a way that is easily digestible to prospects and sell them on the merits of Shippensburg University as opposed to the competition.
 - Display all undergraduate programs

 - Group and categorize the programs to make it easier for the user to scan.
 Talk about post undergrad apportunities. Mention grad school or starting their career and placement statistics.
 - SEO Keywords: Undergrad Programs, Undergrad Liberal Arts, Undergrad STEM
 - SEO Title: Explore Undergrad Programs in Liberal Arts and STEM Studies at Shippensburg University

In effect, we will take the revised architecture and expand it with the details about what key pages will make up each section and what content should be included on each page to deliver the best possible experience to website users. This deliverable effectively serves as the application of the content strategy.

The document serves to inform decisions not only for what content should be presented on which page, but also how copy should be written, at what specific audience the content is aimed, what keywords and phrases should be considered when creating copy, and what types of supporting content (imagery etc.) should be used to support the goal of every page

University of Kentucky

The content plan also includes a style guide that explains clearly and succinctly what vocabulary is appropriate for what audience, the tone and voice to be used on the site and other stylistic elements that affect content quality and consistency as content contributors continue to update the site over time.

This process helps to surface gaps in content as well as inaccurate and outdated content that either should be deleted or rewritten. At this stage, we will also provide a fairly accurate assessment of content contribution needs necessary for the launch of the site.

Content governance recommendations will also be documented at this point.

Assigned to your Barkley team is a dedicated Associate Director of Content. She brings years of experience in higher education (both clientside and at Barkley) and oversees a team of content strategists and creators. This team, called Fuel, will be resourced to the UKY account both during the project and following (as a support team). The Barkley Fuel team, comprised of 45



Amy Weiss Director of Content

full time content creators, has developed hundreds of pages of content for dozens upon dozens of higher education clients. Notable recent projects include Shippensburg University, University of Miami Herbert Business School, California University of Pennsylvania, San Jose State University, Miami University of Ohio, Texas A&M, University of California - Irvine, UCLA Law, and many more. Our approach to content strategy is to emphasize core admissions strategies like user flows, content linking, COPE, and advanced aggregate and program page content.

Your Barkley Fuel team is also prepared to develop a content strategy and net new content, as well as content analysis, editing and remediation. We have built out hundreds upon hundred of pages of content for a range of higher education brands, from top public colleges and Ivy League universities to regional campuses and community colleges.

All of this is built on the understanding that your content and strategy is only as strong as it is sustainable. To bolster our deliverables, Fuel will build a robust content syndication protocol into our content strategy for University of Kentucky. We're a big believer in COPE (create once, publish everywhere). Some CMS readily support COPE as an inherent feature, while others may not directly support it out of the box. However, in these cases there's a strong possibility it can be implemented through custom programming. As such, we will work with the CMS, insofar as it is required by the scope, to assess the requirements needed to develop a COPE strategy optimized to UKY's content strategy needs.

Project Management

Barkley provides advanced project management protocols customized to each clients' unique needs. Our project management operation is overseen by our Vice President of Digital Operations. Along with her team, she will interface with your stakeholders to ensure work stays on schedule and on budget. In short, Barkley knows that close client collaboration and proactive planning are critical to success.



April TantaloVice President, Digital Operations

It is especially important that both the agency and client teams have a thorough understanding of the requirements and expectations for the project. In the initial stages of our process, our project management team dedicates time to review the project plan with our client-side stakeholders to ensure all teams are setup for success and understand how the scope translates to workflow.

We take time to align on tasks within each phase of the project, timing requirements, outputs, and client review cycles so all parties can accurately secure resources. This also begins our discussions on potential risk factors throughout the course of the project, how likely they are to occur, mitigation and escalation plans for if they arise.

From there, Barkley will facilitate ongoing status meetings discussing, progress, upcoming needs, blockers, and any open risk factors on a bi-weekly basis. In addition, our team leverages several project management tools for clear communication, tasking, and asset sharing.

Barkley has invested in a bevy of project management and productivity software to meet clients where they are most native. This suite includes a range of best-in-class solutions Basecamp, Workfront, Jira, Trello, GatherContent (a content operations workbench), TeamGantt, WebEx, and more. Our goal is to always optimize the project management process for your team, meeting you where you are.

With a project this size, covering so many sites, we understand that dependable and tested project management capabilities will be as important as an agency's technical expertise. This is another reason why Barkley is well suited to being your partner in this unique design project. Our staff is a leader in higher education website design, and we're also experts in massive enterprise-level web design projects covering heavy scopes and multitudes of milestones, stakeholders, and deliverables.

Search Engine Optimization

We are experts at helping you win on the search engine results page. Our content and architecture experts, quality analysts, and developers will ensure your final websites benefit from increased visibility and optimization efforts both on launch and subsequently during our support period, as laid out in the RFP.

It is important to understand that SEO is not a "set it and forget it" solution, nor is it a one size fits all solution. SEO touches every element of your websites from hosting to content publishing. In addition to optimization best practices, Google Analytics best practices and data maintenance are crucial to the success of the website. We will also include basic analytics best practices in our offering. Finally, we will include a custom guide, designed by our content team, that can be circulated to your content authors. This guide will help ensure content and SEO practices remain sustainable as future pages are built out.

The following are some examples of what will be covered in the SEO and Analytics Best Practices Guide:

SEO

- How to properly deal with old content: avoiding duplicate and redundant search engine indexation
- How to create SEO friendly URLs within the CMS
- How to name images and other multimedia elements so that they will enhance overall on-page optimization
- Search engine copy length preferences and how to create content that is relevant to the search engines and compelling to users
- How to maintain and monitor a healthy internal link matrix within the site
- How to perform monthly and quarterly website health checks
- How to properly title a page
- How to incorporate keywords in key elements of the website.

Analytics

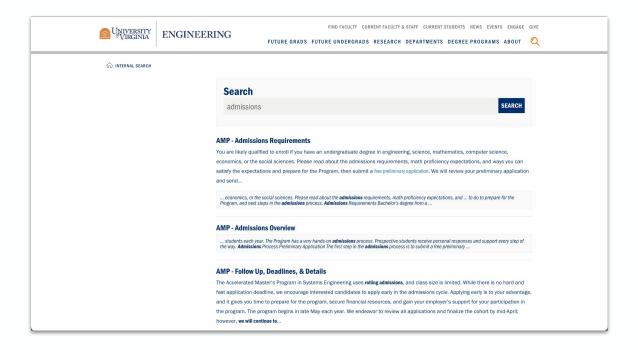
- The Importance of Audience Segmentation and how to properly record that data
- Cross-domain and subdomain tracking instructions
- Keeping up with Google Tag Manager and Data Layers
- Recommended Website KPIs for different marketing channels
- Lead attribution and Traffic attribution best practices
- Recommended quarterly and annual analysis
- Setting up custom segments and custom reports

Seamless Search Experience

Google Custom Search is a useful tool that brings the power of Google's search index technology to individual sites. Barkley has integrated GCS for a roster of higher education clients, like the University of Virginia, School of Engineering (see below). If needed, we'll reskin GCS to ensure it matches your brand feel. There are areas where GCS limits reskinning; for example, it cannot be customized with filters or images in the results.

Further, we'll advise your team on key GCS integration strategies, like making sure the domain is registered with Google Education so the SERP can be maintained as an ad-free experience. We'll also consult on the selection of a low-cost custom search alternative for the intranet site. All of this will help ensure that the search experience for potential students and current students is intuitive, rich, and best represents the University of Kentucky experience.

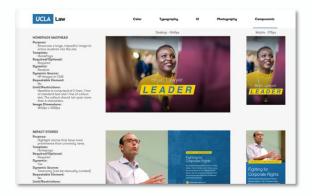
The goal is to bring into concert UKY's offerings, campuses, campus life and special events under the umbrella of a centralized search experience.



Design Files

All design files (templates, elements, components, patterns, etc.) will be passed onto our implementation partners at Modern Campus fully coded. This will ensure a seamless integration. All designs shall be optimized for WCAG compliance and mobile responsiveness. In short, the Modern Campus will be able to copy over the coded component and implement them on an as-needed basis to build out an customize template design for each of the three sites.

Further, a rich web style guide will be developed by your Barkley design team and provided to your in-house web team. To maximize utility, this artifact will be built in Fractal and will cover all features of design, including typography, imagery, and every element, pattern, and component designed for the website.



Found to the right is a sample screenshot of our style guide for UCLA Law. To interact with a live style guide, please refer to our recent work with <u>Lenoir-Rhyne University</u>. Note, as you click through each element, pattern, component, and template in the Lenoir-Rhyne style guide you will have the ability to toggle the screen size, testing responsiveness, by pulling on the right hand frame of the preview screen. Further, these design features are built live. This means that, where relevant, buttons and commands function as they would on the live site (e.g. the navigation in the Audience Grid component). This depth of functionality helps future web designers anticipate page behavior, allowing for smoother ideation.

Resources like this will aid in ensuring that your web presence continues to share a unified brand feel, while allowing for the flexibility to define unique identities as desired. Your internal team will be able to retain this resource with no upkeep required as a source of truth for all future web design needs (building out new units on campus, etc.). Finally, the fully coded nature of our design files mean that implementation is a breeze.



Thank You

Web Development Services | August 18, 2022

University of Kentucky



Hi. We're Barkley.

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University of Kentucky

Criteria 3 - Financial Proposal



Contact Information



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2740 Smallman Street Suite #100 Pittsburgh, PA 15222 <u>barkleyus.com</u>



8.0 Financial Offer Summary

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

Barkley has submitted a proposal for all three (3) Functional Areas included in the RFP. We would be delighted to partner with the University of Kentucky for work in any or all three (3) Functional Areas. Given that there is not a specific project specified in the RFP, the pricing we are providing in this document is our standard pricing model based on fixed rates and other criteria. Whether a specific project would take 100 hours or 500 hours will affect the project's actual costs. This proposal is not committing to a specific number of hours for any specific project, since no specific project has been defined in the RFP.

For Functional Areas 1, 2, and 3, Barkley charges a blended hourly rate for the vast majority of our professional services. Please see as follows:

Service	Interval	Rate
Content Migration	Hourly	\$125
All other services	Hourly	\$150

8.1 Mandatory Services (Section 7.1)

Please complete and attach Section 7.1 to provide support for your firm fixed price bid. The RFP is asking about skill sets and core competencies to determine whether Barkley is qualified to perform the kinds of work described in the Three (3) Functional Areas. As such, at this time there are not any mandatory services listed for a specific project the University is soliciting bids on. Barkley's rate structure specified in section 8.0 would apply to any project regardless of whether a specific service was mandatory or optional for the project.

8.2 optional Services (Section 7.2)

The RFP is asking about skill sets and core competencies to determine whether Barkley is qualified to perform the kinds of work described in the 5 Functional Areas. As such, at this time there are not any mandatory services listed for a specific project the University is soliciting bids on. Barkley's rate structure specified in section 8.0 would apply to any project regardless of whether a specific service was mandatory or optional for the project.

University of Kentucky

8.3 Alternate Pricing

Should the University request it, Barkley is open to considering alternate pricing models to those listed in our response to section 8.0. We would evaluate any method the University proposed and work to achieve a mutually satisfactory agreement.

Conclusion

In summary, Barkley is confident we are an ideal partner for the University of Kentucky. We look forward to the opportunity to present our capabilities and ideas in person, and enter into a mutually beneficial relationship with the University.





Thank You

Web Development Services | August 18, 2022

University of Kentucky

UK-2272-23F BarkleyREI PCT

Final Audit Report 2023-03-08

Created: 2023-03-08

By: Joyce French (JHOLMBE@UKY.EDU)

Status: Signed

Transaction ID: CBJCHBCAABAANt3NyjcGFgCsci2FWIDtQyN5G0Sv-vua

"UK-2272-23F BarkleyREI PCT" History

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2023-03-08 - 2:56:38 PM GMT- IP address: 104.28.39.163

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