



# UNIVERSITY OF KENTUCKY Purchasing Division

## NOTICE OF AWARD OF PRICE CONTRACT

Apax Software  
348 East Main Street  
Lexington, KY 40507

REPRESENTATIVE: Amanda Murray  
FED. EMPLOYER ID NO.: 26-0256731  
EMAIL: [amanda@apaxsoftware.com](mailto:amanda@apaxsoftware.com)

PHONE: 859-979-0456  
WEB: [www.apaxsoftware.com](http://www.apaxsoftware.com)

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

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

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

### DESCRIPTION

#### Award of Contract

This document establishes a contract between the University of Kentucky (University) and Apax Software (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 01/31/2023.
- C. Written Questions & Answers dated 08/04/2022.
- D. University of Kentucky Request for Proposal UK-2272-23.
- E. Apax Software Technical and Financial response to UK-2272-23 dated 08/01/2022.

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

#### Contract Term

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

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

## **Statement of Work**

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

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

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

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

## **Reports and Auditing**

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

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

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

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

Reports can be submitted via email to [UKPurchasing@uky.edu](mailto: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.

**University Web Development Guidelines**

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

**Copyright Ownership**

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

**22. Copyright Ownership:**

Unless otherwise stated and agreed to by the parties in the applicable SOW, Contractor and University both consider the products and results of the services to be rendered by Contractor to be a work made for hire. Except as set forth below with regard to Background IP, Contractor acknowledges and agrees that the work and all rights therein, including, without limitation, copyright, belongs to and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

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

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

Any licenses, rights or intellectual property provided by University to Contractor for use in connection with Contractor’s performance under any SOW shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, Contractor shall return all such items to the appropriate University department within one week of delivery.

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

**Financials**


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

**OFFICIAL APPROVAL**  
**UNIVERSITY OF KENTUCKY**

**OFFICIAL SIGNATURE**

  
Joyce French (Feb 14, 2023 13:30 EST)  
\_\_\_\_\_  
Joyce French, Category Specialist / 859-257-9104

  
\_\_\_\_\_  
Signature 02/14/2023  
Date

  
BA (Feb 14, 2023 14:14 EST)  
\_\_\_\_\_  
Feb 14, 2023  
NE CPO or Designee Date  
NE

Amanda Murray, Senior Account Director  
Typed or Printed Name, Title

**From:** [Amanda Murray](#)  
**To:** [French, Joyce A.](#)  
**Subject:** Re: UK-2272-23 Web Development Services  
**Date:** Tuesday, January 31, 2023 3:36:46 PM  
**Attachments:** [~WRD0391.jpg](#)

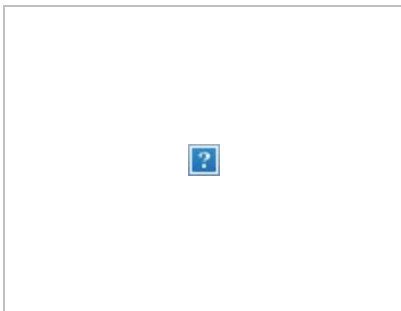
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**CAUTION: External Sender**

Ms. French,

I spoke with our management team, and we're okay to proceed with the \$150/ hr rate across the board. Thank you for your guidance and patience!

Best regards,  
Amanda



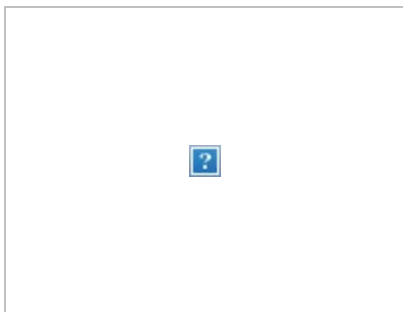
Amanda Murray  
*Senior Account Director*  
**High-Quality Custom Software**  
m: (859) 979-0456  
w: [apaxsoftware.com](http://apaxsoftware.com) e: [amanda@apaxsoftware.com](mailto:amanda@apaxsoftware.com)

On Fri, Jan 27, 2023 at 12:39 PM Amanda Murray <[amanda@apaxsoftware.com](mailto:amanda@apaxsoftware.com)> wrote:

Hi Ms. French,

Thank you for your email. I'm waiting to hear back from our management team and will get back to you as soon as possible - likely later today or early next week.

Kind regards,  
Amanda



Amanda Murray  
*Senior Account Director*  
**High-Quality Custom Software**  
m: (859) 979-0456  
w: [apaxsoftware.com](http://apaxsoftware.com) e: [amanda@apaxsoftware.com](mailto:amanda@apaxsoftware.com)

On Tue, Jan 24, 2023 at 9:16 AM French, Joyce A. <[joyce.french@uky.edu](mailto:joyce.french@uky.edu)> wrote:

Hi Amanda,

It is the intent for the University to award a contract to Apax from the Web

Development RFP. However, due to the current contract the University has with Apax, the committee would like to keep the \$150 rate across the board. That means awarding the Web Development contract rate at \$150/hr instead of the \$160/hr rate that Apax submitted in your RFP response.

Please let me know how you want to proceed. The committee would like to have a contract with Apax under the Web Development RFP, but if not may elect to use the other contract for the services that the University already has in place. Please let me know as soon as possible.

Thank You,

Joyce French

Category Specialist

University of Kentucky

Purchasing

322 Peterson Service Bldg.

Lexington, KY 40506

859-257-9104

Email: [joyce.french@uky.edu](mailto:joyce.french@uky.edu)

**Please note: If you need immediate assistance please contact our front desk at 859-257-9100.**

**Vendors: All invoices should be mailed/emailed to the address on the Purchase Order or to UK Accounts Payable at:**

**UK Campus :** [APPOinvoices@uky.edu](mailto:APPOinvoices@uky.edu)

**UK Healthcare:** [Ghxodap.Universityofkentucky@na.firstsource.com](mailto:Ghxodap.Universityofkentucky@na.firstsource.com)

**This will ensure quickest way to receive payment. Thank You.**

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**From:** Amanda Murray <[amanda@apaxsoftware.com](mailto:amanda@apaxsoftware.com)>  
**Sent:** Thursday, December 8, 2022 1:50 PM  
**To:** French, Joyce A. <[joyce.french@uky.edu](mailto:joyce.french@uky.edu)>  
**Subject:** Re: UK-2272-23 Web Development Services

**CAUTION: External Sender**

Mrs. French,

Please accept my apologies for the delayed response. Our best and final is detailed in our original proposal, which is \$160/hr for all services completed by our team. We appreciate the opportunity to continue our relationship with UK!

Warm regards,

Amanda

Image removed by sender.



Amanda Murray

*Senior Account Director*

**High-Quality Custom Software**

m: (859) 979-0456

w: [apaxsoftware.com](http://apaxsoftware.com) e: [amanda@apaxsoftware.com](mailto:amanda@apaxsoftware.com)

On Fri, Dec 2, 2022 at 3:16 PM French, Joyce A. <[joyce.french@uky.edu](mailto:joyce.french@uky.edu)> wrote:

Good Afternoon Amanda,

The University of Kentucky RFP Committee has requested a Best & Final Offer

from your company for your response submitted to RFP, UK-2272-23 Web Development Services. The best & final offer shall include all offers to be considered by the University before a vendor is chosen and a final contract is awarded. This should include all products, services, costs, and other factors regarding the proposal you submitted for this RFP.

Please email your response back to me by **Tuesday, December 6, 2022 @ 9:00am EST**. If you need additional information or should you have any questions, please let me know.

Thank You,

Joyce French

Category Specialist

University of Kentucky

Purchasing

322 Peterson Service Bldg.

Lexington, KY 40506

859-257-9104

Email: [joyce.french@uky.edu](mailto:joyce.french@uky.edu)

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**UK Healthcare:** [Ghxodap.Universityofkentucky@na.firstsource.com](mailto:Ghxodap.Universityofkentucky@na.firstsource.com)

**This will ensure quickest way to receive payment. Thank You.**







# Financial Proposal

No. UK-2272-23

*Web Development Services*

## APAX Software Development, LLC

|          |   |
|----------|---|
| CONTACT: | Amanda Murray, Senior Account Director  |
| PHONE:   | (859) 979-0456                          |
| EMAIL:   | amanda@apaxsoftware.com                 |
| ADDRESS: | 348 E. Main Street, Lexington, KY 40507 |
| DATE:    | 08/01/2022                              |

## Criteria III - Financial Proposal

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The standard hourly rate for all services offered by Apax Software is \$160.00 / hr. This includes our full range of services, including consulting, project management, marketing, design, and software development services.

All services mentioned in this RFP are priced at our standard hourly rate. This includes the following:

- Web Development
- Web Application Development
- Content Management System (CMS)
- Mobile Application Development
- Digital Marketing and Design

On occasion, the University of Kentucky may require services to be delivered outside of normal business hours or with little prior notice. APAX will do its best to respond to these requests. If responding to these requests creates an additional burden, APAX may charge a priority rate of \$195 / hr. This will be discussed and agreed to in advance of services being delivered.

Ownership of all work material produced during this effort (including the source code, compiled code, design files, and workflow diagrams) shall be the property of the University of Kentucky.

At the end of each month that services are provided, an invoice will be generated and sent to the University of Kentucky for payment on the hours invested throughout the month. The payment terms on all invoices will be Net-30.



# UNIVERSITY OF KENTUCKY

## Purchasing Division

### Written Questions and Answers

Web Development Services

RFP UK-2272-23

Closing Date: 08/18/2022

Today's Date: 08/04/2022

| No. | Question  | Answer   |
|-----|---|--|
| 1   | What is the state of existing platforms/ecosystem? What is the technology stack? Any details are appreciated (such as documentation, specifications, diagrams and so on).   | See #151   |
| 2   | What are the product goals for each of the Functional areas? What modules/features are planned to be implemented in addition to already existing within the platforms? Are there detailed requirements for such features?   | Requirements for additional features are not yet defined.  |
| 3   | <p>Taking into account absence of detailed project description:</p> <ul style="list-style-type: none"> <li>○ 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?</li> <li>○ Are you planning to develop the work scope in an iterative manner, following the Agile practices?</li> <li>○ 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)?</li> </ul> | <ol style="list-style-type: none"> <li>1. See #8</li> <li>2. Yes</li> <li>3. Yes, as well as potentially internal development staff to assist with integration and deployment</li> </ol> |

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

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| 13 | Do you have a historical reference to the number of requests during the past 12 months in an itemized format?   | See #5   |
| 14 | How quickly do you need these projects completed from the time of ask, generally?   | 2 to 9 months  |
| 15 | How many people are visiting the websites on average?   | This varies significantly among properties. Uky.edu records ~ 1.2M views a month.  |
| 16 | How many people are visiting the websites during a peak time like a broadcasted event?  | See #15  |
| 17 | Will UKY host the websites internally, or do we need to recommend a new hosting provider?   | UK web hosting is on-prem.   |
| 18 | <p>Can you please provide more details regarding the scope of work? Specifically, what services are you wanting the selected vendor to complete? For example:</p> <ul style="list-style-type: none"> <li>○ Do you want the vendor to build a new website?</li> <li>○ Do you want the vendor to rebuild an existing website? If so, which one(s)?</li> </ul> | 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.  |

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

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



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

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

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

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|    |   | 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:<br><br>a. Approximately how many task orders are expected to be competed each year? (best guess is fine)<br>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.<br>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   |

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

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|    | 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.   |

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|    | 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.  |

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|    | 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<br>Provide us technology stack details of the existing website's hosting environment.   | CMS application environments are defined   |
| 80 | 7.1 - Functional Area 1<br>How many pages are present in the current website?   | unknown  |
| 81 | 7.1 - Functional Area 1   | University staff   |



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|    | Who has been doing the content changes to the existing system? (in-house resources or 3rd party vendor)  |  |   |
| 82 | 7.1 - Functional Area 1<br>Does the existing web platform have any integrations with other website or applications?  |  | LDAP  |
| 83 | 7.1 - Functional Area 1<br>Do you have any preference over the proposed backend technology stack or open to new solutions?   |  | Drupal 9  |
| 84 | 7.1 - Functional Area 1<br>Who will be providing the content for the website?  |  | Content will be provided by individual web property owners              |
| 85 | 7.1 - Functional Area 1<br>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<br>Is all the content/information public or will the website require a registration and sign-in functionality for certain type of users or viewers to access specific information? |  | All Drupal-supported auth functionality is required.                    |
| 87 | 7.1 - Functional Area 1<br>Does the proposed website need tools to host/stream Audio and Video?  |  | no  |
| 88 | 7.1 - Functional Area 1<br>Is any content migration part of scope?   |  | Drupal 7 to 9 migration is a possible project requirement.              |
| 89 | 7.1 - Functional Area 1<br>Will hosting the solution be part of the scope?   |  | no  |
| 90 | 7.1 - Functional Area 1<br>Can this development activity be executed from offshore?  |  | Unknown   |
| 91 | 7.1 - Functional Area 2<br>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. |

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| 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<br>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<br>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<br><b>“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.” –</b><br><br>Please specify the associated software tools in use currently. Also, please divulge more information on the reporting/data visualization tools you prefer or in use. | <ol style="list-style-type: none"> <li>1. Unknown</li> <li>2. The university currently uses Tableau for data visualization.</li> </ol> |
| 96 | 7.1 - Functional Area 2<br>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<br>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<br>Kindly provide a detailed scope of work for functional area 2.   | unknown  |
| 99 | <b>7.1 - Functional Area 3</b>  | <ul style="list-style-type: none"> <li>• Yes</li> <li>• Likely other interfaces would be generalized APIs for providing</li> </ul>     |

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

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| 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:<br><a href="https://gitlab.com/uky-web/university-web-platform/drupal-8/uky_base/-/blob/2.0.x/composer.json">https://gitlab.com/uky-web/university-web-platform/drupal-8/uky_base/-/blob/2.0.x/composer.json</a> |
| 120 | If any of your sites are in Drupal 8 or below, do you plan to migrate any of that  | yes   |

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|     | 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   |

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| 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?<br><br>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?<br><br>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?<br><br>a. Is there a specific WCAG level web experiences should be QA'd against?   | <ol style="list-style-type: none"> <li>1. University web policy is WCAG2.0AA, that will likely be updated to WCAG2.1AA during this contract.</li> <li>2. The university currently does not have a cookie consent policy for</li> </ol> |

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

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



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

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|     |  |  |  |
| 159 | What is the hosting environment and architecture for the applications (websites) built using the UK Web Platform?  |  | See #168   |
| 160 | Is there a dedicated engineering/development team for managing the product development of the UK Web Platform? What does the platform lifecycle and release management look like, and how often are new releases created of the platform?  |  | <ol style="list-style-type: none"> <li>1. Yes</li> <li>2. Patch releases follow Drupal security releases; feature release frequency varies on internal team availability.</li> </ol> |
| 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: <a href="https://gitlab.com/uky-web/university-web-platform/drupal-8/uky_base/-/tree/2.0.x/modules/custom">https://gitlab.com/uky-web/university-web-platform/drupal-8/uky_base/-/tree/2.0.x/modules/custom</a> )  |  | 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 <a href="https://gitlab.com/uky-web/university-web-platform/drupal-8/uky_base/-/tree/2.0.x/modules/custom">https://gitlab.com/uky-web/university-web-platform/drupal-8/uky_base/-/tree/2.0.x/modules/custom</a> 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.  |

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|     | 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: <a href="https://students.ca.uky.edu">https://students.ca.uky.edu</a> running Drupal 7. These appear to be different Drupal applications. Do you have a total count of how many additional sites there are?  |  | No. There are > ~300 Drupal instances under *.uky.edu.  |
| 167 | Is part of this scope to replatform/upgrade/migrate the Drupal 7 sites to Drupal 9?  |  | Migration from Drupal 7 is potentially within the scope of this pricing contract.   |
| 168 | How are the sites currently hosted? Are you on a managed platform (Acquia/Pantheon) on a private cloud (AWS/Azure), or on prem? As part of this do you have a dev/test/prod setup for Drupal?  |  | Development uses ephemeral cloud environments (e.g. Gitpod). Staging and Prod are on-prem VMs. Deployment across environments is accomplished via Gitlab CI.  |
| 169 | In 7.1 you mention a number of stakeholder interviews and discovery, is there a current backlog of items you're looking to use to enhance the current site that you can share? If so, is there another vendor or internal team managing the site currently? Would the vendor be working in conjunction with them, or will they inherit the application(s)? |  | <ol style="list-style-type: none"> <li>1. The backlog is not currently available</li> <li>2. There is an internal team managing the codebase.</li> <li>3. Vendor would be working in conjunction with the internal team.</li> </ol> |
| 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.  |

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

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| 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 <a href="#">ASP.NET</a> , 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?<br><ul style="list-style-type: none"> <li>○ Should training and capacity building should be added to response.</li> </ul>   | <ol style="list-style-type: none"> <li>1. Yes</li> <li>2. No</li> </ol>  |
| 183 | Who built your existing <a href="#">uky.edu</a> website (and any other major properties)?<br><ul style="list-style-type: none"> <li>• Are they still working with the University?</li> <li>• What is the nature of your current relationship with them?</li> <li>• Are they expected to respond to this opportunity?</li> </ul> | <ol style="list-style-type: none"> <li>1. NewCity (Blacksburg VA)</li> <li>2. Yes</li> <li>3. They are a regular vendor on university web projects</li> <li>4. Unknown</li> </ol>                        |



UNIVERSITY  
OF KENTUCKY

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# Purchasing Division

Request for Proposal

UK-2272-23

Proposal Due Date – 08/11/2022

Web Development Services



# UNIVERSITY OF KENTUCKY

## Purchasing Division

### REQUEST FOR PROPOSAL (RFP)

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

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

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

NOTICE OF REQUIREMENTS

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

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

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

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

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

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

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

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## 1.0 DEFINITIONS

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

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

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

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

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

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

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

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

The term "solicitation" means RFP.

The term "University" means University of Kentucky.

## **2.0 GENERAL OVERVIEW**

### **2.1 Intent and Scope**

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

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

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

### **2.2 Background Information**

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

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

### **2.3 University Information**

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

Founded in 1865 as a land-grant institution adjacent to downtown Lexington, UK is nestled in the scenic heart of the beautiful Bluegrass Region of Kentucky. From its early beginnings, with only 190 students and 10 professors, UK's campus now covers more than 918 acres and is home to more than 30,000 students and approximately 14,500 employees, including more than 2,300 full-time faculty. UK is one of a small number of universities in the United States that has programs in agriculture, engineering, a full complement of health colleges including medicine and pharmacy, law

and fine arts on a single campus, leading to groundbreaking discoveries and unique interdisciplinary collaboration. The state's flagship university consists of 17 academic and professional colleges where students can choose from more than 200 majors and degree programs at the undergraduate and graduate levels. The colleges are Agriculture, Food and Environment; Arts and Sciences; Business and Economics; Communication and Information; Dentistry; Design; Education; Engineering; Fine Arts; Graduate School; Health Sciences; Law; Medicine; Nursing; Pharmacy; Public Health; and Social Work. These colleges are supported by a modern research library system.

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

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

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

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

Established in 1957, the medical center at UK is one of the nation's finest academic medical centers and includes the University's clinical enterprise, UK HealthCare. The 569-bed UK Albert B. Chandler Hospital and Kentucky Children's Hospital, along with 256 beds at UK Good Samaritan Hospital, are supported by a growing faculty and staff providing the most advanced subspecialty care for the most critically injured and ill patients throughout the Commonwealth and beyond. Over the last several years, the number of patients served by the medical enterprise has increased from roughly 19,000 discharges to more than 36,000 discharges in 2014.

UK Chandler Hospital includes the only Level 1 Trauma Center for both adult and pediatric patients in Central and Eastern Kentucky. In addition, UK HealthCare recently opened one of the country's largest robotic hybrid operating rooms and the first of its kind in the region. While our new patient care pavilion is the leading healthcare facility for advanced medical procedures in the region, our talented physicians consult with and travel to our network of affiliate hospitals so Kentucky citizens can receive the best health care available close to their home and never need to leave the Bluegrass for complex subspecialty care.

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

### **SUSTAINABILITY**

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

## **2.4 Supplier Diversity and Procurement**

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

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

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

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

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

### 3.0 PROPOSAL REQUIREMENTS

#### 3.1 Key Event Dates

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

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

#### 3.2 Offeror Communication

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

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

Ms. Joyce French  
 Purchasing Division  
 University of Kentucky  
 322 Peterson Service Building  
 Lexington, KY 40506-0005  
 Phone: (859) 257-9104  
 Fax: (859) 257-1951  
 E-mail: [Joyce.French@uky.edu](mailto:Joyce.French@uky.edu)

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

#### 3.3 Offeror Presentations

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

### 3.4 **Preparation of Offers**

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

The offeror will furnish all information required by this solicitation.

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

An electronic version of the RFP, in .PDF format only, is available through the University of Kentucky Purchasing Division website at: <https://purchasing.uky.edu/bid-and-proposal-opportunities>.

### 3.5 **Proposed Deviations from the RFP**

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

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

### 3.6 **Proposal Submission and Deadline**

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

- **Technical Proposal:** One (1) copy on an electronic storage device (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Technical Proposal) and two (2) printed copies in a single package, separate from the Financial Proposal.
- **Financial Proposal:** One (1) copy on an electronic storage device (USB) (1 copy per storage device) each clearly marked with the proposal number and name, firm name and what is included (Financial Proposal) and two (2) printed copies in a single package, separate from the Technical Proposal.

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

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

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show on the face of the envelope: the closing time and date specified, the solicitation number and the



name and address of the offeror. The technical proposal shall be submitted in a sealed envelope and the financial proposal shall be submitted in a sealed envelope under separate cover. Both sealed envelopes shall have identical information on the cover, with the addition that one will state "Technical Information," and the other, "Financial Proposal."

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

### **3.7 Modification or Withdrawal of Offer**

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

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

### **3.8 Acceptance or Rejection and Award of Proposal**

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

### **3.9 Rejection**

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

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

### **3.10 Addenda**

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

**3.11 Disclosure of Offeror's Response**

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

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

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

**3.12 Restrictions on Communications with University Staff**

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

**3.13 Cost of Preparing Proposal**

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

**3.14 Disposition of Proposals**

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

**3.15 Alternate Proposals**

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

**3.16 Questions**

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

**3.17 Section Titles in the RFP**

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

**3.18 No Contingent Fees**

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

**3.19 Proposal Addenda and Rules for Withdrawal**

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

**3.20 Requirement To Perform Vendor Onboarding and Registration**

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

## **4.0 PROPOSAL FORMAT AND CONTENT**

### **4.1 Proposal Information and Criteria**

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

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

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

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

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

### **4.3 Transmittal Letter**

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

- A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the offeror (If no addenda have been received, a statement to that effect should be included.).
- A statement that the offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.
- A statement that the offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.

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

**4.4 Executive Summary and Proposal Overview**

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

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

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

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

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

**4.5 Criteria 1 - Offeror Qualifications**

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

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

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

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

**4.6 Criteria 2 – Services Defined**

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

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

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

#### **4.7 Criteria 3 – Financial Proposal**

The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 8.0. All financial information must be submitted in a sealed envelope under separate cover.

#### **4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule**

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

#### **4.9 Criteria 5 – Other Additional Information**

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

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

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

## 5.0 EVALUATION CRITERIA PROCESS

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

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

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

The relative importance of the criteria is defined below:

### **Primary Criteria**

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

### **Secondary Criteria**

- Other Additional Services

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

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



## **6.0 SPECIAL CONDITIONS**

### **6.1 Contract Term**

The contract resulting from this RFP shall be effective until June 30, 2024 and is renewable for up to three (3) additional two-year renewal periods. Renewal shall be contingent upon the University's satisfaction with the services performed. A Personal Service Contract will be completed with the Notice of Award of Price Contract.

### **6.2 Effective Date**

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

### **6.3 Competitive Negotiation**

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

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

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

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

### **6.4 Appearance Before Committee**

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

### **6.5 Additions, Deletions or Contract Changes**

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

### **6.6 Contractor Cooperation in Related Efforts**

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

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

#### **6.7 Entire Agreement**

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

#### **6.8 Governing Law**

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

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

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

#### **6.10 Termination for Convenience**

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

## **6.11 Termination for Non-Performance**

### **Default**

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

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

### **Demand for Assurances**

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

### **Notification**

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

## **6.12 Funding Out**

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

**6.13 Prime Contractor Responsibility**

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

**6.14 Assignment and Subcontracting**

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

**6.15 Permits, Licenses, Taxes**

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

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

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

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

**6.16 Attorneys' Fees**

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

**6.17 Royalties, Patents, Copyrights and Trademarks**

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

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

**6.18 Indemnification**

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

**6.19 Insurance**

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

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

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

**6.20 Method of Award**

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

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

**6.21 Reciprocal Preference**

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

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

## 6.22 Reports and Auditing

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

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

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

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

Reports can be submitted via email to [UKPurchasing@uky.edu](mailto: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](http://www.uky.edu/Legal/ethicscode.htm)). When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing officer identified in this RFP.

### **6.25 Personal Service Contract Policies**

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

#### **A. Professional Service Rate Schedules:**

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

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

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

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

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

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

**6.27 University Brand Standards**

The contractor must adhere to all University of Kentucky Brand Standards. University Brand Standards are maintained by the University Public Relations Office (UKPR) and can be viewed at <http://www.uky.edu/prmarketing/brand-standards>. Non-adherence to the standards can have a penalty up to and including contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.

Graphics standards for the UK HealthCare areas are governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: <https://ukhealthcare.uky.edu/staff/brand-strategy>.

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



shall provide such a timeline within a commercially reasonable duration of time. Failure to comply with these requirements shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement.

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

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

#### **6.28 Printing Statutes**

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

#### **6.29 Requirement for Contract Administration Fee**

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

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

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

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

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

**6.30 Payment Terms**

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

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

## 7.0 SCOPE OF SERVICES

### 7.1 Detailed Services Defined

#### **Functional Area 1 - University Web Platform Development**

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

This includes:

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

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

#### **Functional Area 2 – Web Application Development**

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

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

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

#### **Functional Area 3 – Web Service Integrations**

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

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

### 7.2 Optional Services

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

## **8.0 FINANCIAL OFFER SUMMARY**

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

### **8.1 Mandatory Services (Section 7.1)**

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

### **8.2 Optional Services (Section 7.2)**

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

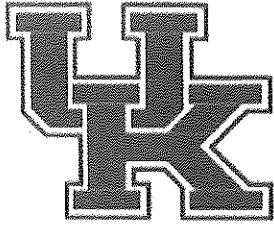
Please submit your bid on optional services by completing Section 7.2.

### **8.3 Alternate Pricing**

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

#### **Additional Financial Commitment**

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



# UNIVERSITY OF KENTUCKY

## Purchasing Division

### REQUEST FOR PROPOSAL (RFP)

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

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

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

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

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

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

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with 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.

|   |   |   |
|---|---|---|
| <b>DELIVERY TIME:</b>   | <b>NAME OF COMPANY:</b><br>APAX Software, LLC   | <b>DUNS #</b><br>83-593-2034                |
| <b>PROPOSAL FIRM THROUGH:</b>                                   | <b>ADDRESS:</b><br>348 East Main Street   | <b>Phone/Fax:</b><br>859.979.0456           |
| <b>PAYMENT TERMS:</b>   | <b>CITY, STATE &amp; ZIP CODE:</b><br>Lexington, KY 40507   | <b>E-MAIL:</b><br>amanda@apaxsoftware.com   |
| <b>SHIPPING TERMS: F. O. B. DESTINATION PREPAID AND ALLOWED</b> | <b>TYPED OR PRINTED NAME:</b><br>Amanda Murray  | <b>WEB ADDRESS:</b><br>www.apaxsoftware.com |
| <b>FEDERAL EMPLOYER ID NO.:</b>                                 | <b>SIGNATURE:</b>  | <b>DATE:</b> 08/01/2022                     |



859.449.8200 | [www.apaxsoftware.com](http://www.apaxsoftware.com)  
348 East Main Street Lexington, KY 40507

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August 10, 2022

Nick Such, Vice President  
APAX Software  
348 East Main Street  
Lexington, KY 40507

Dear Sir or Madam,

APAX Software has been doing business with the University of Kentucky for fifteen years, and we're excited to continue our business relationship by responding to proposal number UK-2272-23.

In writing this response, we have thoroughly reviewed the original RFP document, the Addendum, and the Questions & Answers document.

This proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.

APAX will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.

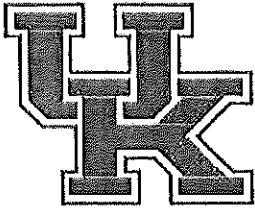
There are no deviations or exceptions to the RFP requirements in our response.

This proposal includes some proprietary information that should not be disclosed. With respect to the Kentucky Open Records Act, the information deemed confidential is limited to the contact information (individuals' names, phone numbers, and email addresses) of APAX clients mentioned in this response.

Sincerely,

A handwritten signature in black ink that reads "Nick Such".

Nick Such  
Vice President, APAX Software



# UNIVERSITY OF KENTUCKY Purchasing Division

## REQUEST FOR PROPOSALS

UK-2272-23

Web Development Services

ADDENDUM # 1

08/03/2022

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

**IMPORTANT: RFP AND ADDENDUM MUST BE RECEIVED BY 08/18/2022 @ 3:00 P.M. LEXINGTON, KY TIME**

Offeror must acknowledge receipt of this and any addendum as stated in the Request for Proposal.

Due to the volume of questions received for this RFP, this Addendum is to extend the RFP deadline from 08/11/2022 to 08/18/2022. All responses must be received by the date and time listed in this Addendum to be considered.

Once the Q & A are complete, they will be posted.

All documents pertaining to this RFP are posted on the Purchasing website @ <https://purchasing.uky.edu/bid-and-proposal-opportunities> until the RFP closes.

**OFFICIAL APPROVAL**  
**UNIVERSITY OF KENTUCKY**

*Joyce French*

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Contracting Officer / (859) 257-9104

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

# Executive Summary and Proposal Overview

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BUILDING TRUSTED PARTNERSHIPS SINCE 2007



APAX Software appreciates the opportunity to present our qualifications for participating as a potential vendor for the University of Kentucky to provide custom software and design services.

APAX is pleased to submit the following proposal in response to RFP 2272-23. We look forward to collaborating with a variety of stakeholders to successfully accomplish the desired outcomes for the duration of this contract.

APAX has an excellent reputation for creating innovative custom software development projects throughout the region with users across the globe. Our quality of work and responsiveness to our customers enabled us to make the Inc. 5000 list of the fastest-growing companies in America. We are eager to apply this focus and expertise to the University of Kentucky.

APAX has provided custom development services to the University of Kentucky for the past fifteen (15) years, including projects for UK HealthCare, UK Athletics Department, and UK Purchasing. We strongly value our relationship with the University of Kentucky and look forward to continuing to provide our quality services.

Our Kentucky-based organization has provided custom software for government agencies, institutions of higher education, and organizations of every size. We have enjoyed partnerships with our clients in the higher education sector, which have a unique culture requiring innovative approaches honoring relationships between staff, administration, and the community. To each of these customers, we've delivered quality, reliable, and well-received products by their users. We look forward to continuing to deliver the same for you.



Based on our core competencies of custom web apps, full-stack development, mobile app development, content management systems, UX/UI design, digital marketing, and custom software consulting, we will provide effective and valuable for the University of Kentucky and its users.

|                |  |
|----------------|--|
| Legal Name     | APAX Software, LLC                                   |
| Founded        | 2007   |
| Classification | Regional, small-business                             |
| Employee Count | 25+  |
| Website        | www.apaxsoftware.com                                 |
| Ownership      | Brian Raney, Nick Such, Matt Smith, and Justin Raney |

### Diversity Statement

At APAX, diversity, equity, and inclusion are at the core of who we are. Our commitment to these values is unwavering – across all of our work and throughout our company. They are central to our mission and to our impact. We believe that having varied perspectives helps generate better ideas to solve the complex problems of a changing—and increasingly diverse—world.

| Check One Only | Diverse Business Description<br>(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            |
| x              | 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                            | x         |
| Other                            |           |



# Technical Proposal

No. UK-2272-23

*Web Development Services*

APAX Software Development, LLC

CONTACT:

Amanda Murray, Senior Account Director

PHONE:

(859) 979-0456

EMAIL:

amanda@apaxsoftware.com

ADDRESS:

348 E. Main Street, Lexington, KY 40507

DATE:

08/01/2022

# Criteria I - Offeror Qualifications

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A team of expert software developers and designers – all highly motivated to grow your business.

BUILDING TRUSTED PARTNERSHIPS SINCE 2007



## Introduction

APAX Software is a custom software development company pursuing excellence in product development and customer relationships. Our quality of work and responsiveness to our customers enabled us to make the Inc. 5000 list of the fastest-growing companies in America as of August 2020. We are eager to apply this focus and expertise to the University of Kentucky.

Our company was founded in 2007, shortly after the founders graduated from UK, and many of our existing employees are UK Alumni. APAX has provided custom development services to the University of Kentucky for over fifteen (15) years, including projects for UK HealthCare, UK Athletics Department, and UK Purchasing. We strongly value our relationship with the University of Kentucky and look forward to continuing to provide our quality services.

We are comfortable working with a wide range of technologies, including many years of PHP / Drupal experience. Over the next year, we are focused on expanding our team, and building a structured team environment to deliver product releases in a more efficient and predictable cadence.

Our client list is diverse, including large and small companies, nonprofit and for-profit, startups, and long-established businesses. To each of these customers, we've delivered quality, reliable, and well-received products by their users. We look forward to providing the same for you.

|            |  |
|------------|--|
| Legal Name | APAX Software, LLC   |
| Founded    | 2007   |
| Employees  | 25+  |
| Website    | <a href="http://www.apaxsoftware.com">www.apaxsoftware.com</a> |
| Ownership  | Brian Raney, Nick Such, Matt Smith, and Justin Raney           |

## Core Values

Our company is driven by four core values that inform every decision we encounter. They are: *be good, be excellent, be a friend, and be you*. Team members are trained on these four values and encouraged not only to practice them within our organization but to adopt them in their own lives. These core values guide us through the journey of pursuing our goal of starting and growing the high-tech and startup community.

## Certifications and Awards

### UK HealthCare Award

For the [UK HealthCare](#) website, connecting patients and visitors to the information they need, when they need it, in a clear and intuitive way was the number one goal. The second was conveying "The Power of Advanced Medicine" as more than just a tagline. To accomplish this, an extensive empathy-building discovery phase was conducted to understand visitors' and patients' needs, values, fears, and goals. Armed with this knowledge, our designers and developers worked to create a website that displays multiple layers of navigation in an intuitive way, provides an interactive search tool organizing many categories and taxonomies of results easily, and provides a flexible and easy-to-use content management system for the many content managers across the site.

Since its launch in early 2022, the UK HealthCare website has already been recognized for its design and functionality with multiple healthcare web awards, including the Healthcare Ad Award "Gold: Website Refresh"

## Certified Acquia Drupal Developers

Acquia is a leading hosting provider for enterprise Drupal sites. They offer a certification process for various levels of Drupal developers. APAX uses the Drupal material to improve developer knowledge and to gain certification as a Drupal 9 Acquia Certified Developer.

## Samples of Work-Related to Functional Areas

- [Lexingtonky.gov](http://Lexingtonky.gov)
- [UK HealthCare](#)
- [AM Legal](#) (Integrations w/ Solr)
- [LexCall 311](#) (Integration w/ Salesforce)
- [UK Purchasing Division](#)
- [Imagine Lexington](#)

## Previous Projects Completed for the University of Kentucky

- [Kentucky Injury Prevention and Research Center](#) (KIPRC)
- [UK Purchasing Division](#)
- [UK HealthCare](#)
- [UK Athletics Statistics](#)
- [UK Department of Communication](#) (Community Survey Mobile App)
- [UK College of Public Health](#)
- [UK Department of Economics](#)
- [UK Public Relations and Marketing](#)
- [UK Perinatal Research and Wellness Center](#)
- [UK Off-Campus Student Services](#)
- [UK Disability Resource Center](#)
- [UK Center for Student Involvement](#)
- [Von Allmen Center for Entrepreneurship](#)
- [UK Coldstream](#)
- [UK Campus Recreation](#)
- [UK Office of Student Affairs](#)
- UK College of Nursing / KORE project (In production)

## **Our Process**

We effectively leverage the technical tools and strategies that enable companies to acquire, convert, and expand customer engagement in uniquely personal and cost-effective ways. As a result, we've become highly competent at creating products that provide great user experiences built on technology that enables superior business intelligence and optimization.

We understand what it takes to create a solution that improves efficiency and aligns with your priorities. It's an exciting process but one that requires a great deal of skill and adaptability — all of which our multi-talented team of designers, developers, marketing, and branding professionals bring to the table. We're proud to earn more than 80 percent of our business through referrals from past customers.

One of the advantages of working with APAX to develop your application is our customer-centric approach to the entire process. Our proven process digs deep to discover how to best communicate with your customers, using that insight to inform everything we do.

To deliver this outcome, the APAX development process is generally divided into phases and continued project management.

### **Discovery**

This phase starts with a series of kick-off meetings. APAX gathers the project's requirements from the client to initiate the discovery stage. During this stage, APAX dives deep into the software functionality required and, based on this, settles on the platform(s) that are most appropriate for the build-out and provides additional ideas and recommendations on any missing links we think will be relevant for the build and your business. The goal is to help you scale as intelligently and sustainably as possible while saving you money and time in the long run.

### **Design**

APAX selects a design style based on current brand style guidelines and demographic and psychographic analysis of the target market and proposes a high-level visual approach or theme. Based on client approval, APAX moves quickly to flesh out the designs in terms of finished mockups.

## **Development**

The development phase involves a series of sprints or two-week iterations. We review progress with clients regularly during this sprint process. At the conclusion of development sprints, the beta site is demoed, and quality assurance (QA) testing efforts begin. Resolving found bugs and adding new requests culminates in a production-ready site.

## **Quality Assurance**

Is responsible for the ongoing testing and quality control of all software developed at APAX. This includes understanding software requirements and business objectives, writing detailed testing plans and executing those plans, performing feature-specific testing during the development cycle, performing full product testing prior to production releases, and working closely with developers to assist with quality goals.

## **Launch, Post-Launch, Maintenance**

When your product is ready, we will help you launch it into the world. We'll strategize on our transition off of the project and can set you up with a maintenance plan. That means when you have changes or tweaks, APAX is here to help.

## **Developer Onboarding and Deployment Process**

APAX has a development and deployment process designed to make it quick to release new changes and easier to onboard new developers or hand off the codebase to a new team. UK owns everything we create, and our goal is to minimize any roadblocks in getting up to speed on the system.

Local development setup will be scripted and documented to ease developer onboarding and mimic production environments as closely as possible. Local development (dev) environments will be able to easily sync with the latest content on the production environment to ease development.

Since content is so connected to the app being developed, our processes are designed for content to flow backward (from production to dev/staging environments or local machines) so that developers are always building against the latest content, and feature reviews are conducted against the content. This keeps the stakeholders from guessing what the new features will look like against production content.

## Performance Assurances

All APAX Software engagements are managed by an assigned project manager. The project manager will work with the team to organize requests into tasks, define each Statement of Work (SOW), discuss timeline requirements, and deliver status updates. At the conclusion of each SOW, the project manager will schedule a review meeting to demonstrate the work and discuss anything that can be improved on in the future.

APAX Software uses an online task management system called Jira ([atlassian.com/software/jira](https://atlassian.com/software/jira)) to help organize the work into tasks and facilitate the sprint process. Jira provides a centralized location for tracking task assignments, the status of each requested item, and various discussions. APAX is also familiar with similar tools such as Basecamp ([basecamp.com](https://basecamp.com)) and Pivotal Tracker ([pivotaltracker.com](https://pivotaltracker.com)) and will adapt our processes as needed for each customer.

With so many moving pieces, detailed task management is essential to the overall success of the engagement. APAX Software will work to make sure that all requests are managed throughout the lifecycle so that nothing is dropped along the way.

A typical lifecycle of a request is outlined below:

1. A new request is submitted by the customer to apply a change to one of the systems.
2. The request is reviewed by the project manager to verify that all needed information is provided. The request is assigned a level of difficulty and priority, which helps define the expected timeline for completion.
3. The request is organized into a sprint, worked by the development team, and deployed to a dev environment for testing.
4. APAX Software completes internal testing to verify that the change is properly applied to the dev environment and is ready for review by the customer.
5. The customer reviews the change in the dev environment and confirms that it's ready for production.
6. APAX Software migrates the change from the dev environment to production and verifies that it works correctly in production.
7. The project manager performs a final review, closes the request, and notifies all team members that it's complete.



## Development Cycle

Development will be organized into two-week sprints based on Agile software development methodologies. This allows us to be responsive to our client's needs and ensure they are an integral part of our development process.

Using design and a detailed scope of work, we create individual tasks intended to be sixteen hours or less. Larger features will be treated as “epics” and broken down into smaller tasks. All features will be organized into a backlog. Sprint planning meetings will be used to prioritize tasks, ensure necessary task detail, and set implementation schedule goals.

At the end of each sprint, we present our new developments for client feedback. We want to ensure client satisfaction regularly in the development process and find that product review is an effective means of doing so.

## Post-Launch

### Maintenance

After completion of the project, APAX is available to continue new feature development and maintenance at our standard hourly rate. Clients choose the extent of these services on an as-needed basis.

### Training

We provide multiple training options, including

- Training
  - In-person
  - Via video conferencing
  - Recorded training videos
- Training based on user group
  - Administrators vs. company users vs. other users
- Documentation
  - General site usage documentation
  - User group-based documentation
  - Other types of documentation as requested

## Key Project Team Members

### **Brian Raney, CEO**

After earning a Computer Science degree from the University of Kentucky, Brian completed his Master's Degree in Economics. Brian has served as the company's CEO through its transition from a small web design firm to a top resource for web and mobile app development throughout Kentucky. In 2009 Brian co-founded Awesome Inc, a business epicenter and coding school. He was honored as the Lexington Young Entrepreneur of the Year in 2010. Brian also serves as the Entrepreneur in Residence for the University of Kentucky.

### **Nick Such, Vice President**

Nick Such is the Vice President of APAX Software, where his team creates powerful custom software that delivers on our clients' business goals. He has been involved in several different entrepreneurial ventures, from a training program for software developers at Awesome Inc, to indoor mapping software, and early multitouch display technology. Nick enjoys engaging with the local startup community through events such as 5 Across and Startup Weekend. During his time studying engineering at the University of Kentucky, he was the captain of the Solar Car Team and an international race car driver. Nick runs the day-to-day operations for the company and was promoted to Vice President of APAX in 2022.

### **Matt Smith, Software Architect**

Over the past fifteen years, Matt has worked on and supported numerous web, mobile, and embedded solutions using a wide variety of technologies, remaining perpetually abreast of technology trends. Example projects include survey creation tools for a mobile survey system and centralized data collection; a large loan, requisition, inventory management system for L3 Communications and SOFSA; and many within various industries.

Matt is experienced with a variety of relational databases. He has implemented server-side solutions in ASP.net, PHP, Python, and JavaScript. His fronted technologies include HTML, CSS, and JavaScript (including React and Angular). He employs several additional development tools such as Git, Continuous Integration technologies, Amazon Web Services, and configuration management tools to support his projects. Matt has been with APAX Software since 2007.

### **Justin Raney, Senior Mobile Developer**

Justin Raney first began working with database-driven web solutions (using PHP and SQL) in 2003 while working at the Department of Communication at the University of Kentucky. He is experienced with ASP.Net, C++, PHP, HTML, Javascript, Python, Django, Angular, React, Filemaker, and SQL-based database solutions.

Justin is the lead developer for all mobile development completed by APAX Software. He's developed a specialization in mobile technologies, such as iOS (XCode, Objective-C, Swift), Android development (Java / Kotlin), and ReactNative. Justin has been with APAX Software since 2007.

### **Amanda Murray, Senior Account Director**

Amanda is the Senior Account Director at APAX Software. She initially served as Awesome Inc's Director of Marketing and successfully helped launch the Web Developer Bootcamp.

Amanda utilizes her position at APAX Software to help companies achieve their goals through the power of custom software. She has been recognized for her sales efforts which helped APAX join the Inc. 5000 list of the fastest-growing companies in America in 2020.

### **Danielle Nichter, Scrum Manager**

Danielle (danielle@apaxsoftware.com) has seven years of experience in project management, beginning with marketing and communications management. From marketing management, Danielle has specialized in website and content project management, bolstering her skills with website planning and quality assurance testing. As a Scrum Manager on our team, she runs our sprint planning meetings, daily internal scrum sessions, sprint review, and retrospective meetings. Her main weekly goals are clearing obstacles so our team can progress, she assists with backlog grooming, and protecting the team from outside interruptions.

### **Wei-Keat K., Senior Software Engineer**

With a work history in software spanning more than twenty years, Wei-Keat is well-versed in C#, Python, JavaScript, server-side and client-side programming, database programming, agile software development, DevOps, software accessibility, parliamentary procedure, and HIPAA compliance. His broad experience enables him to function in just about any role on a team and provide mentorship to other developers on the team.

Wei-Keat joined APAX in 2015, bringing with him a wealth of experience from the printer software industry and experience in performing software research through his pursuit of a Ph.D. in Computer Science at the University of Kentucky. Since joining APAX, he has taken on significant roles in projects involving software integration, data processing, conference business management, online debate and voting, real estate title search, and healthcare reporting.

### **Ben H., Front End Software Engineer**

In his time as an engineer, Ben has become a jack of all trades, with an emphasis on Front End technologies focusing on translating wireframes and client ideas into wonderful user experiences. From the most complicated projects to single-page applications, he believes that each piece of software should naturally guide the user, helping them easily find what is most important to them. He has also been called on numerous times to join additional projects midstream and lend a helping hand in resolving bugs, adding features, or taking control of ongoing projects as they pivot towards new development. In addition, Brandon has considerable experience in LEAN process improvement, working to find inefficiencies in our day-to-day activities and finding ways to improve overall team performance.

### **Chris A., Senior Software Engineer**

In his decade of experience as an engineer, Chris has built many quality software solutions for large-scale problems using a wide range of technologies. He architected and maintains the feature-rich code library for American Legal Publishing, including 2.5 million searchable documents. Notable Android efforts can be found in the Global Stallions and Keeneland RaceDay applications, and he led the development of a robust, web-based media library to manage content for the Limelight Video Platform.

Chris is focused on automating the development and deployment processes using Chef. He's developed and maintains in-house tools to help streamline a portable, maintainable, and scalable infrastructure. This helps APAX easily integrate personnel and technology, saving precious time and resources. Chris has been with APAX for eight years.

### **David M., Principal / Senior QA Software Engineer**

David has experience in many popular languages and frameworks. He is most interested in approaching each problem with a unique set of tools. This approach has led to a wide breadth of experience that touches every part of the development process. He has delivered several full-stack solutions, including, Find Help Now (Substance Abuse

Treatment Aggregator), Marine Solutions (internal content management system and mobile app), and Time Master Sales (e-commerce and management portal).

Each of these projects required the collection, management, and consumption of large, non-standard data sets to be deployed within a cloud that can be easily scaled as the products grow.

### **Kelly W., Software Engineer**

Kelly applies similar mental processes and problem-solving techniques to her work as a software engineer from a physical science background. She is a full-stack developer with four years of experience at APAX. She works primarily with Python and JavaScript stacks and adapts to new technologies quickly.

Kelly has specific knowledge of ADA accessibility compliance development, advanced search methodologies, and data analytics. She enjoys developing software that is robust and adaptable for the future.

### **Josh C., UX Designer**

Coming from a very diverse background in design, Josh brings to every project a wide breadth of experiences and skillsets, as well as a deep understanding of the user-centric design process and applied design thinking. He excels at building an empathic understanding of users' needs, values, fears, and goals and applying this knowledge to create the design criteria that guide every project. In addition to his skills as a researcher, Josh possesses a great talent for graphic, UX, and UI design. His experience in the marketing field has also honed his ability for design strategy and "big picture" thinking.

## **Criteria II - Services Defined**

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### **Functional Area I – University Web Platform Development**

APAX has extensive experience working within the University of Kentucky's Web Platform through our previous work with the UK Healthcare web application, among other projects within UK's Web Platform and also outside of UK's web ecosystem. APAX develops reliable solutions that dramatically improve your internal processes.

APAX provides comprehensive web development services, including:

- Requirements gathering and documentation
- Design services
- Internal project management
- Modeling data structures with Drupal
- Building frontend components with Drupal
- Using custom Drupal extensions, libraries, themes

### **Sample Project: [UK Purchasing](#)**

For the UK Purchasing website, elevating the current system for all purchasing matters where users from outside the organization would be interacting with the site to obtain up-to-date information on upcoming bids, submission perimeters, news, and an in-depth resource library. First and foremost, the newly designed system needed to fit within the established Drupal theme and style guidelines. From the development side, the customer needed a way to integrate with the internal integration for UK staff so they could manage and monitor materials. The goal of the site was to create a user-friendly journey for both outside users and internal staff while leveraging a hefty CMS for future growth.

Languages used

- Drupal/PHP

Appx. hours to develop

- 285

## **Functional Area II – Custom Web Application Development**

APAX can also provide custom web application development with several server-side scripting languages and data stores including, but not limited to:

- Python
- ASP.NET
- PHP
- JavaScript/TypeScript
- React
- SQL (MSSQL, PostgreSQL, MySQL, etc)

We also have limited experience with most other languages, including:

- C
- Ruby
- Perl

### **Sample Project: American Legal Publishing**

American Legal Publishing (“AM Legal”) is the leading publisher of city code ordinances in the United States. Their code library (<https://codelibrary.amlegal.com/>) was created by APAX.

It involves a complicated process of converting editorial content produced for print into a consumable online format. A Perl script process is used to convert the Word Perfect files into a document storage format that was used by their legacy system. Our ingest process takes the document files and converts them to XML. The XML is then used for indexing into Solr and generates HTML/React fragments for display on the website using XSL.

An isomorphic React app serves as the primary frontend for the site. The server renders the initial HTML and delivers it to the client browser to improve SEO performance. The React app also handles fetching sections of the code ordinances in a streamable manner to reduce the load on the server and latency of delivering content to the client browser.

Redis and Varnish are used extensively for caching, and Solr drives the full-text search process.

#### Languages used

- Python backend
- React/JavaScript frontend
- Perl Script process
- XML, XSLT templates

Appx. hours to develop

- 2,400

## Functional Area III – Web Service Integrations

APAX can provide integrations with any other web services needed. We have previous experience with Salesforce CRM, SOLR, and many others not mentioned specifically in the RFP.

### Sample Project: [Lex Call 311](#) (Salesforce integration)

Lex Call 311 is a React Native application for both iOS and Android that integrates with LFUCG services. The report filled out by a user is directly submitted to Salesforce for the city to manage the report. The mapping used in the app is an integration with LFUCG's ArcGIS platform.

Languages used

- React Native

Appx. hours to develop

- 356

## Additional Services

We offer a comprehensive list of software services and pride ourselves in flexibility, and can assist you in a variety of environments. Our core services include:

### Custom Web Apps

APAX has extensive knowledge and experience in website development and design. APAX has provided this service to our clients since the company was founded in 2007.

Websites are largely static, but web apps allow users to make accounts, submit and access data, run calculations, etc. APAX develops reliable solutions that dramatically improve your internal processes.

### Full-Stack Web Development

We specialize in Django, Python, Drupal, .Net, Rails, ASP.Net, PHP, React, Angular, Microsoft SQL, MySQL, and emerging technologies.



## **Mobile App Development**

APAX develops apps for mobile phones and tablets: Apple/iOS, Android, cross-platform or responsive web. We'll help you pick the right tech and launch a breakout mobile product or hard-working internal tool.

## **Content Management System**

APAX has a long history of supporting websites built on various Content Management Tools. This includes site configuration, theme or template development, third-party integration, and custom development within content management Systems (e.g., Drupal, Python, React, React Native, and several application frameworks).

## **UX/UI Design Services**

APAX can create a new UX from the ground up, or we can work with a client's existing design standards to apply their brand to the specific interface being developed. Starting from conceptualization, information architecture, visual identity, and UX design, our design-led engineering process ensures the delivery of impressive experiences for maximum user engagement. We offer graphic design services on all of our solutions and can help with UI and UX implementations.

## **Digital Marketing and Design**

APAX provides basic digital marketing services to all of our clients. We can assist with the integration and understanding of analytics and make recommendations based on the current market trends.

This might include services such as digital strategy consulting, interactive design, content strategy, SEO, SEM, web analytics, email marketing, social media consulting, listening and monitoring; digital signage; search optimization, mapping/location/reputation management services, wayfinding, information architecture, automation tools, user experience (UX) and usability testing services.

## **Custom Software Consulting**

We'll help you remove the risk before you even start. We conduct user research to validate your idea and assumptions so you don't waste time and money building features your customers won't use.

## **Project Management**

During our initial kick-off meeting, we, as a collective team, APAX, and Stakeholders, will review the scope and project plan in detail. We will define each major epic and user story and assign a level of effort in JIRA to help solidify the scope and establish a baseline of our progress. Feature requirements will be recorded in our task management software. APAX Software uses Jira ([atlassian.com/software/jira](https://atlassian.com/software/jira)) to help organize the work into tasks and facilitate the sprint process. Jira provides a centralized location for tracking task assignments, the status of each requested item, and various discussions. APAX is also familiar with similar tools such as Basecamp ([basecamp.com](https://basecamp.com)) and Pivotal Tracker ([pivotaltracker.com](https://pivotaltracker.com)) and will adapt our processes as desired by Owensboro Health.

Throughout our partnership, we'll keep you apprised of our developments through demonstrations, discussions, and collaboratively planning the next priorities. With so many moving pieces, detailed task management is essential to the overall success of the engagement.

Your dedicated project manager will work with the team to organize requests into tasks, define each Statement of Work (SOW), discuss timeline requirements, and deliver status updates to Stakeholders via weekly or bi-weekly meetings; frequency to be determined by the client.

## **Criteria III - Financial Proposal**

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Per the requirements of the RFP, the financial proposal is submitted in a second document. Please refer to the second document that outlines our financial proposal.

# Criteria IV - Evidence of Successful Performance and Implementation Schedule

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## UK HealthCare Website (Launched 2022)



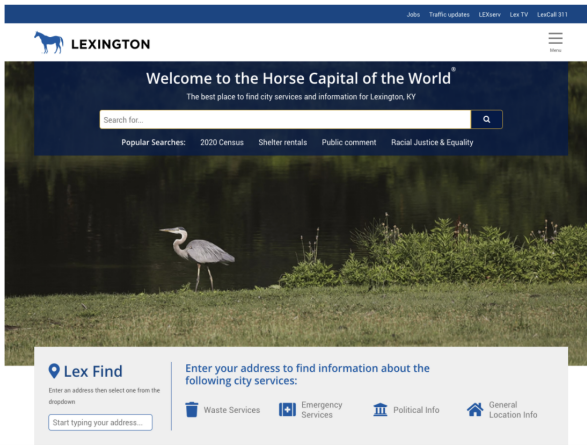
For the [University of Kentucky HealthCare](#) website, connecting patients and visitors to the information they need, when they need it, in a clear and intuitive way was the number one goal—second to that, was conveying “The Power of Advanced Medicine” as more than just a slogan. An extensive empathy-building discovery phase was conducted to understand visitors’ and patients’ needs, values, fears, and goals. Armed with this knowledge, our designers and developers created a website

that intuitively displays multiple layers of navigation, provides an interactive search tool organizing many categories and taxonomies of results quickly, and provides a flexible and easy-to-use content management system for the many content managers across the site.

Staff support provided by

- Development Team: Chris Allen, Kelly Wright, Taylor Akin, Matt Smith, Josh Stewart, Gina Beth Russell
- Designer: Josh Crandall
- Account Director: Amanda Murray
- QA Specialist: Jordan Duff
- Project Manager: Caleb King

## Lexington-Fayette Urban County Government (LFUCG)

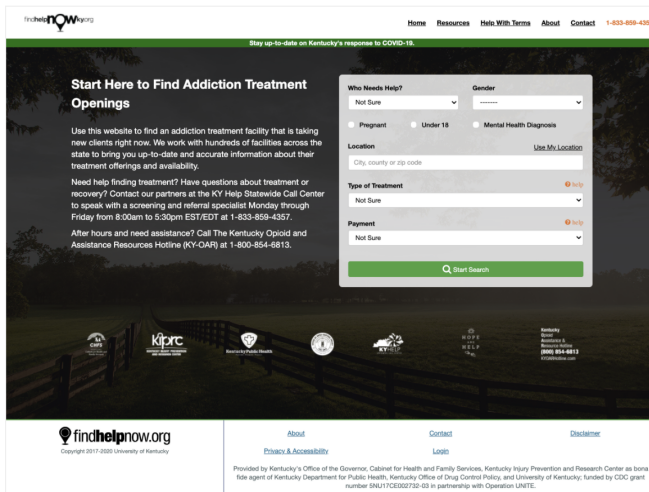


APAX has an ongoing partnership with LFUCG to support and develop web and mobile applications. APAX provides hosting, infrastructure, and continuous integration support for the LFUCG website ([lexingtonky.gov](http://lexingtonky.gov)). APAX has developed several mobile apps for the city, including the LexCall 311 mobile app and an architectural tour mobile app. APAX is involved in a large-scale custom web application for tracking the exactions tax in new developments around the city.

### Staff support provided by

- Development Team: Taylor Akin, Jacob Hall, Matt Smith, Kelly Wright
- Designer: Josh Crandall, Melanie Stoeckle
- Account Director: Amanda Murray
- QA Specialist: Jordan Duff
- Project Manager: Caleb King

## FindHelpNowKY.org



APAX partnered with the Kentucky Injury Prevention and Research Center (KIPRC) to build [findhelpnowky.org](http://findhelpnowky.org), a highly responsive, mobile-friendly, easy-to-use, section 508 compliant website to facilitate access to substance abuse treatment centers.

Near real-time availability of SUD treatment openings drastically reduces the time spent by health care professionals, families, and individuals seeking treatment programs. Users

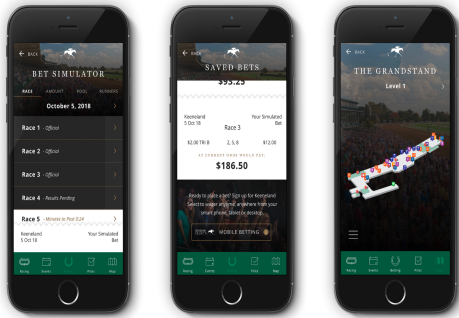
can filter facilities based on location, payment type, gender identity, the type of treatment needed, and more.

Within one year, the FindHelpNow site reduced the time to find treatment options from up to 72 hours to an average of 6 minutes and had 253,803 visitors. In addition, the FindHelpNow model is now being implemented by other states across the country.

Staff support provided by

- Development Team: Steven Littrell, David Mitchell, Keith Downing, Ticia Dunn, Wei-Keat Kong, Brandon Spencer, David Vanderhaar
- Designer: Stephen Schwab, Melanie Stoeckle
- Account Director: Amanda Murray
- QA Specialist: Caleb King
- Project Manager: Danielle Williams

## Keeneland Race Day App



APAX has partnered with Keeneland over the past several years to build and maintain the [Keeneland Race Day](#) mobile app. The Keeneland mobile app allows users to view Race day information, including the odds, payouts, and results of each race. It assists users with navigating around the grounds and allows them to share their current location with their friends. It links into Keeneland's existing mobile betting system and lists events and social media links.

The project is maintained for iPhone, iPad, and Android.

Staff support provided by

- Development Team: Justin Raney, Derek Buchanan, Chris Allen
- Account Director: Amanda Murray
- QA Specialist: Jordan Duff
- Project Manager: Danielle Williams

## Client References

APAX has worked with a large number of individuals in the community. Please find the contact information of a few key references below. APAX Software grants permission to the University to contact the references below.

## **UK HealthCare**

### **Sean Asbury**

Digital Platform Manager

859.257.5425

1000 S Limestone, Lexington, KY 40536

[websasbu2@uky.edu](mailto:websasbu2@uky.edu)

## **Lexington-Fayette Urban County Government**

### **Chad Cottle**

Chief Information Security Officer

859.367.4911

200 E Main St, Lexington, KY 40507

[ccottle@lexingtonky.gov](mailto:ccottle@lexingtonky.gov)

## **Kentucky Injury Prevention and Research Center (KIPRC)**

### **Tyler Jennings**

Data Management Specialist Sr.

859.218.2241

333 Waller Avenue, Suite 242, Lexington, KY 40504

[tyler.jennings@uky.edu](mailto:tyler.jennings@uky.edu)

## **Keeneland**

### **Dara Mullins**

Marketing, Strategy Manager

859.254.3412

4201 Versailles Rd, Lexington, KY 40510

[dmullins@keeneland.com](mailto:dmullins@keeneland.com)

## **Presbyterian Church (USA) Office of the General Assembly**

### **Vicente Guna Serrano**

Manager of Technologies

502.569.5120

100 E Witherspoon St, Louisville, KY 40204

[vicente.Guna@pcusa.org](mailto:vicente.Guna@pcusa.org)

## Criteria V - Final Summary

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Thank you for considering APAX Software. We're looking forward to working with you and are available to answer any questions you have regarding this proposal.

APAX Software has over fifteen years of experience providing custom software solutions and was recently listed on the Inc 5000 list of fastest-growing companies. We're a core part of a high-tech community in Lexington, KY, with access to the highest qualified staff in the region.

APAX Software has a vast portfolio of previous work with ongoing agreements with some of the largest organizations in the area. Feel free to reach out to any of our clients and ask them about their experience working with us.

We can be reached at (859) 449-8200 or on our website at [www.apaxsoftware.com](http://www.apaxsoftware.com).



# Financial Proposal

No. UK-2272-23

*Web Development Services*

## APAX Software Development, LLC

CONTACT:

Amanda Murray, Senior Account Director

PHONE:

(859) 979-0456

EMAIL:

amanda@apaxsoftware.com

ADDRESS:

348 E. Main Street, Lexington, KY 40507

DATE:

08/01/2022



## Criteria III - Financial Proposal

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The standard hourly rate for all services offered by Apax Software is \$160.00 / hr. This includes our full range of services, including consulting, project management, marketing, design, and software development services.

All services mentioned in this RFP are priced at our standard hourly rate. This includes the following:

- Web Development
- Web Application Development
- Content Management System (CMS)
- Mobile Application Development
- Digital Marketing and Design

On occasion, the University of Kentucky may require services to be delivered outside of normal business hours or with little prior notice. APAX will do its best to respond to these requests. If responding to these requests creates an additional burden, APAX may charge a priority rate of \$195 / hr. This will be discussed and agreed to in advance of services being delivered.

Ownership of all work material produced during this effort (including the source code, compiled code, design files, and workflow diagrams) shall be the property of the University of Kentucky.

At the end of each month that services are provided, an invoice will be generated and sent to the University of Kentucky for payment on the hours invested throughout the month. The payment terms on all invoices will be Net-30.












# UK-2272-23H Apax Software PCT w-BAFO

Final Audit Report

2023-02-14

|                 |  |
|-----------------|--|
| Created:        | 2023-02-14                                   |
| By:             | Joyce French (JHOLMBE@UKY.EDU)               |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAuxDTa2k_51GvhNINheCa1kgulD3M4Phq |

## "UK-2272-23H Apax Software PCT w-BAFO" History

-  Document created by Joyce French (JHOLMBE@UKY.EDU)  
2023-02-14 - 4:53:51 PM GMT- IP address: 128.163.8.18
-  Document emailed to joyce.french@uky.edu for signature  
2023-02-14 - 4:57:07 PM GMT
-  Email viewed by joyce.french@uky.edu  
2023-02-14 - 6:29:58 PM GMT- IP address: 104.47.73.254
-  Signer joyce.french@uky.edu entered name at signing as Joyce French  
2023-02-14 - 6:30:22 PM GMT- IP address: 128.163.8.18
-  Document e-signed by Joyce French (joyce.french@uky.edu)  
Signature Date: 2023-02-14 - 6:30:24 PM GMT - Time Source: server- IP address: 128.163.8.18
-  Document emailed to naomi.emmons@uky.edu for approval  
2023-02-14 - 6:30:27 PM GMT
-  Email viewed by naomi.emmons@uky.edu  
2023-02-14 - 6:32:08 PM GMT- IP address: 104.47.74.126
-  Signer naomi.emmons@uky.edu entered name at signing as Naomi Emmons  
2023-02-14 - 6:32:38 PM GMT- IP address: 128.163.8.18
-  Document approved by Naomi Emmons (naomi.emmons@uky.edu)  
Approval Date: 2023-02-14 - 6:32:40 PM GMT - Time Source: server- IP address: 128.163.8.18
-  Document emailed to barry.swanson@uky.edu for signature  
2023-02-14 - 6:32:42 PM GMT
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 Signer barry.swanson@uky.edu entered name at signing as Barry Swanson

2023-02-14 - 7:14:29 PM GMT- IP address: 162.114.4.4

 Document e-signed by Barry Swanson (barry.swanson@uky.edu)

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 Agreement completed.

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