

Project Proposal and Specification

For

Beechwood Independent Schools



Developed by:



www.FosterTechGroup.com

April 21, 2022

- Confidential -

Purpose of this document:

This is a working document that serves multiple purposes throughout Foster Technology Group's development of a client's website. Initially this document is used to capture high-level user requirements, client design preferences and general design specifications. It is used as a discussion tool to identify and validate these client requirements in preparation for either a project proposal and consulting agreement or a general scoping for budgetary purposes to enable a time-and-materials initiative.

After completion of the project and after the final payment has been received, the contents of this document, the source code, graphics and text are provided to the client to modify or use at the client's discretion. The client has no obligation to continue hosting or maintenance services and can at any time provide the source code to another party for maintenance and updates.

By necessity this document illustrates some of our proprietary approach to software development. We trust our clients will make a good faith effort to protect this information from our competitors.

Contents

1. Schedule A - Scope of Work:	4
1.1. Visual Presentation	4
1.2. Site Mapping	4
1.3. Base Platform	5
1.3.1. Key Features	5
1.3.2. Special Plug-ins	5
1.4. Content Management and Administration	6
1.4.1. Content Management	6
1.4.2. Menu Management	8
1.4.3. Blog Management	9
1.5. Administrator Training	10
1.6. Site Content Placement	10
1.7. Website Hosting	10
1.7.1. DNS Management	10
1.8. Ongoing Maintenance	10
Schedule B - Fees & Payment Terms:	11
2. Fees:	11
2.1. Payment Terms:	11
3. Project Consulting Agreement:	12
Appendix A RFP Response	17

1. Schedule A - Scope of Work:

1.1. Visual Presentation

We will create a custom responsive (mobile enabled) WordPress theme that includes the desired graphical and menu design requested.

A responsive design allows a single page of content to resolve in a well-behaved manner on mobile devices.

The look and feel of the site will be modern and clean and reflect current web design trends.

1.2. Site Mapping

1. Elementary School
2. High School
3. Administration

I will work with each Building administrator to further condense and develop their area of concentration.

1.3. Base Platform

The site will be based on the WordPress platform which we will install and configure. WordPress is both a Blog and a CMS.

As a blog, it supports subscribers and commenting along with date/time stamped content postings. Because it is so flexible it can also be used as a news or article broadcast site and not just a blog.

As a CMS it allows you to ignore subscribers, not even offer registration, block comments for all or selected pages, and build complex multi-tiered drop-down menu of pages.

1.3.1. Key Features

- **WordPress Pages** — Pages allow you to manage non-blog content easily, so for example you could have a static "About" page that you manage through WordPress.
- **WordPress Links** -- Links allows you to create, maintain, and update any number of link lists through your administration interface. This is much faster than calling an external blogroll manager.
- **WordPress Themes** — WordPress comes with a full theme system which makes designing everything from the simplest blog to the most complicated website.
- **Workflow** — You can have types of users that can only post drafts, not publish to the site.
- **Intelligent text formatting** — If you've dealt with systems that convert new lines to line breaks before you know why they have a bad name: if you have any sort of HTML they butcher it by putting tags after every new line indiscriminately, breaking your formatting and validation. Our function for this intelligently avoids places where you already have breaks and block-level HTML tags, so you can leave it on without worrying about it breaking your code.
- **Multiple authors** — WordPress' highly advanced user system allows up to 10 levels of users, with different levels having different (and configurable) privileges with regard to publishing, editing, options, and other users.

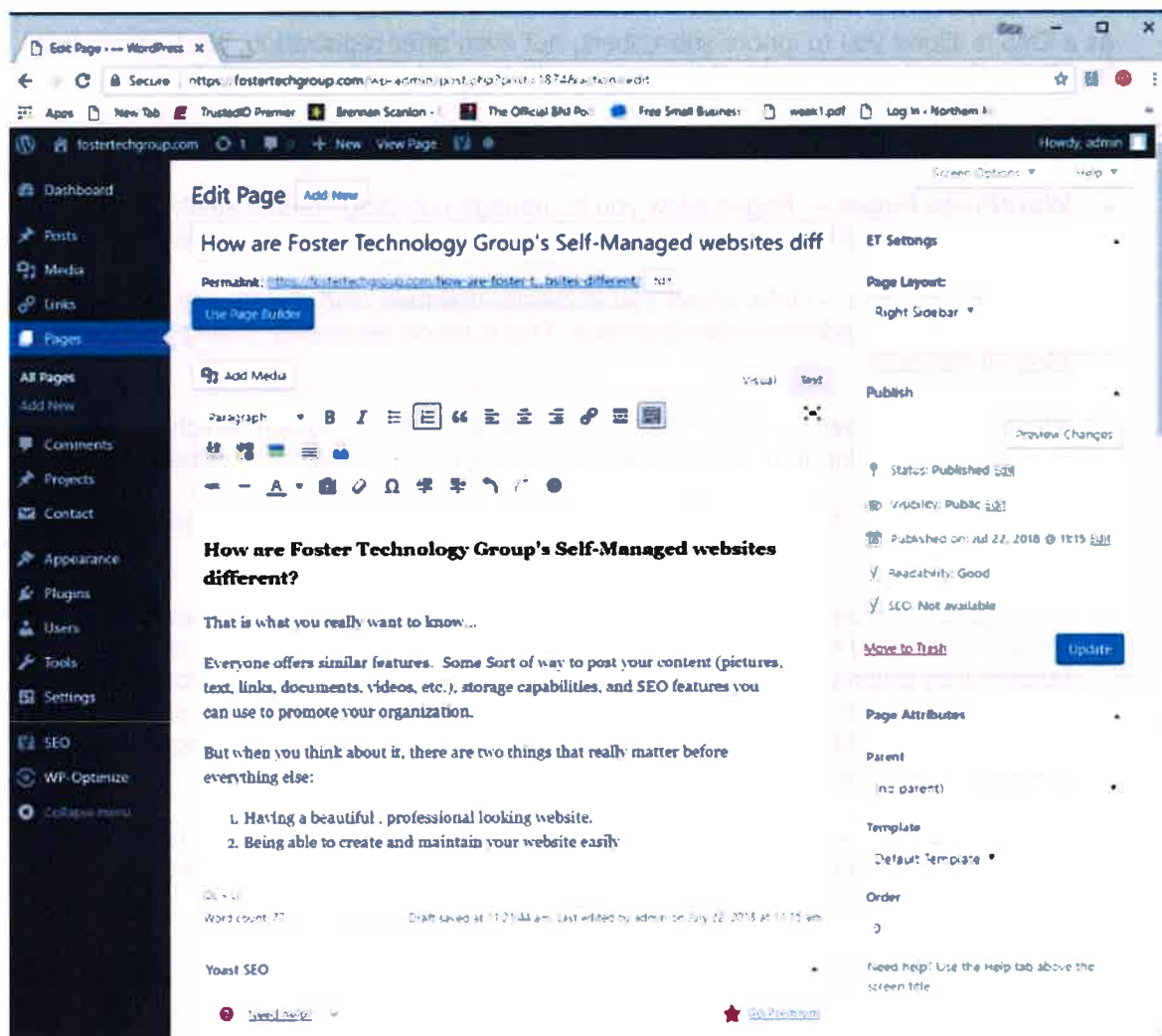
1.3.2. Special Plug-ins

- **Google Analytics**
 - This plugin automatically tracks and segments all outbound links from within posts, comment author links, links within comments, blogroll links and downloads. It also allows you to track AdSense clicks, add extra search engines, track image search queries and it will even work together with Urchin.

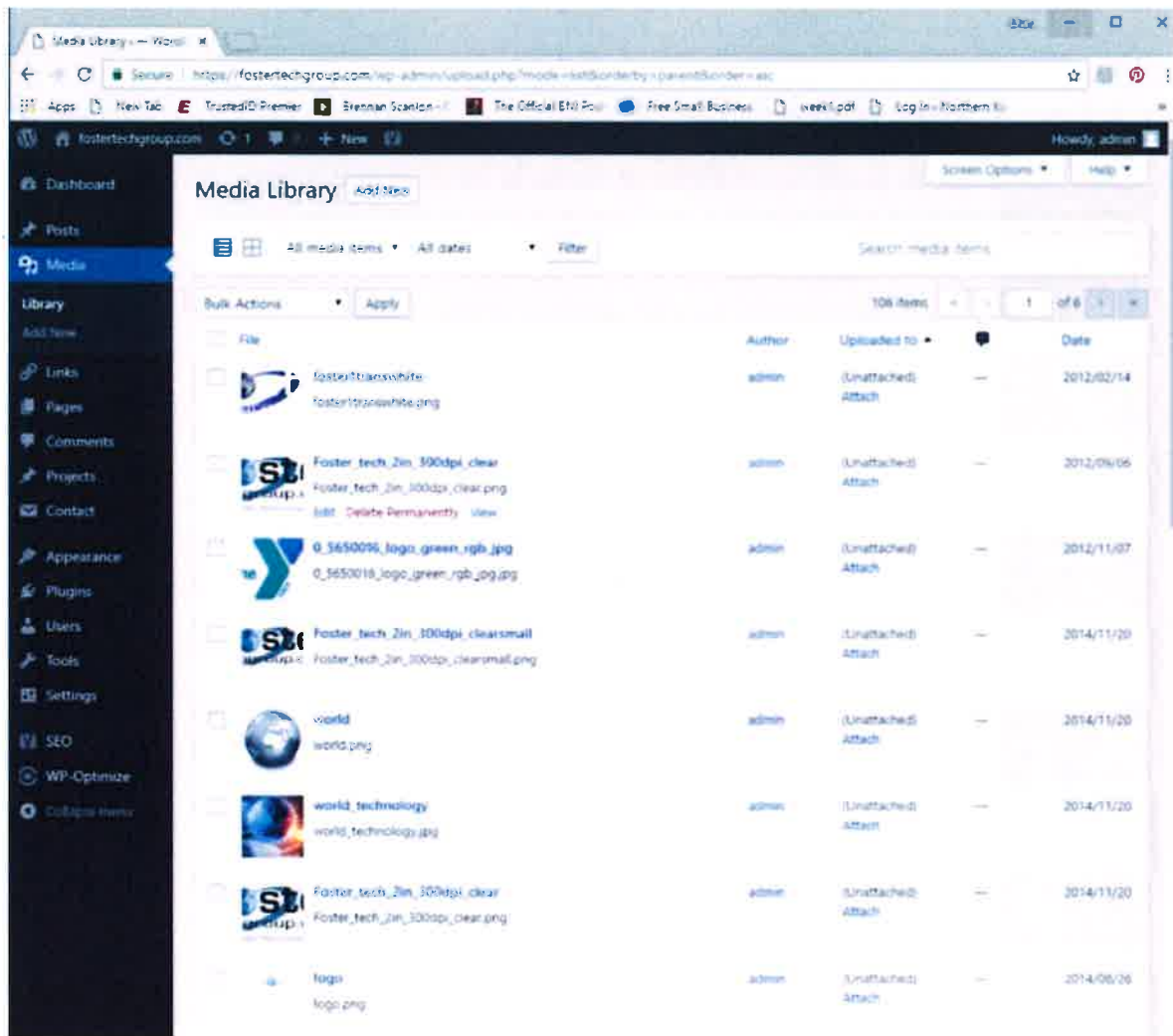
1.4. Content Management and Administration

1.4.1. Content Management

Page content editor – type in content directly or copy/paste from any word processor.

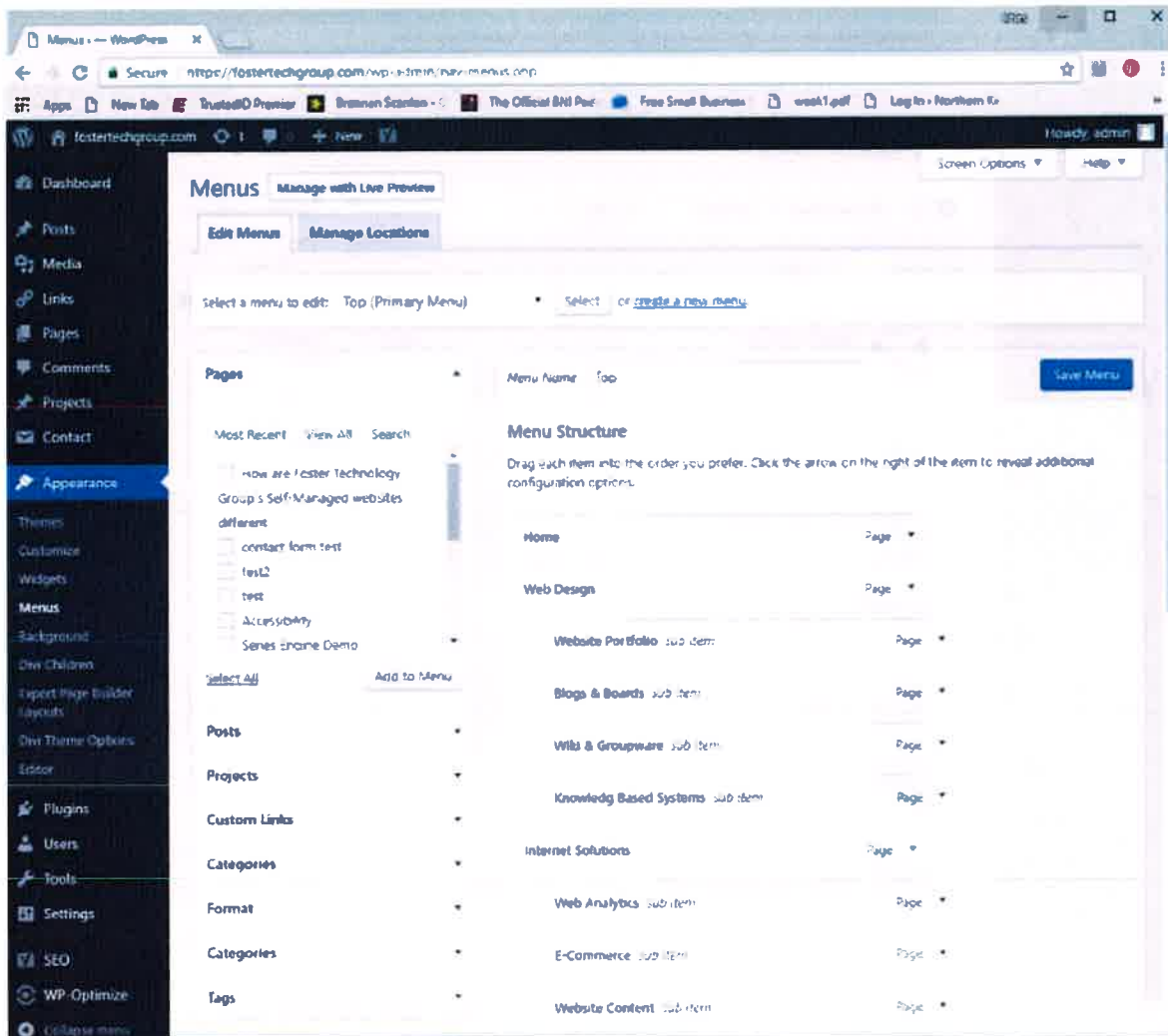


Photo, Video, or sound media manager allows convenient upload and conversion.



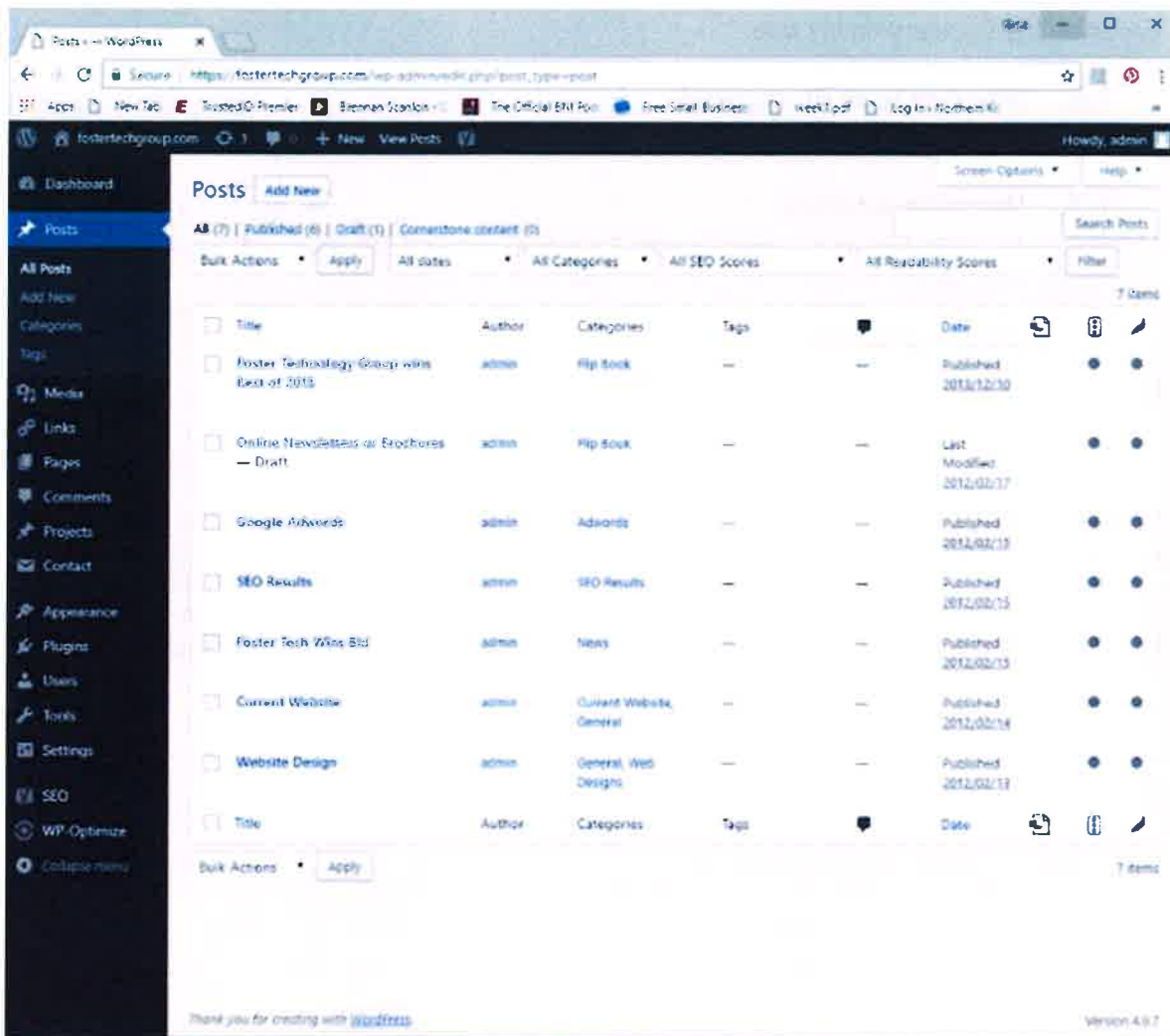
1.4.2. Menu Management

Easily control your menu structure and page navigation or add new pages and outside links.



1.4.3. Blog Management

Schedule posts in advance, with flexible categories, and keyword tagging.



1.5. Administrator Training

We are able to provide one-on-one training to take place via webinar if you would like to manage content yourself. Additionally, YouTube based training on the basic use and operation of WordPress is available at no charge, or additional one-on-one training can be purchased based on the standard hourly rate.

1.6. Site Content Placement

Foster Technology Group will create and configure all the pages indicated in section 1.2 above.

1.7. Website Hosting

- 1) VPN Hosting \$25/month with Daily Backups and SSL included

1.7.1. DNS Management

DNS configuration for hosting is provided as part of this service.

1.8. Ongoing Maintenance

The WordPress platform, continues to evolve in function and capability. Also, like any website or hosting platform is constantly exposed to attempts by hackers. As a result, regular updates (typically every 3-4 months) are made available that include new features and functions as well as security updates. Updates also apply to the plugins that may be included with your site. Periodically we will recommend or even insist that these updates be made right away.

These updates or other support can be purchased on an as needed basis.

Schedule B - Fees & Payment Terms:

2. Fees:

Foster Technology Group proposes to do this work on a time and materials basis. Fees will be invoiced 50% of the high estimate upon acceptance, 25% at final review[†] or test, and the remainder prior to the time of Go Live. Substantial changes in the scope of work which are agreed between the parties during the present development, may require a revised estimate and additional invoicing at the full rate as jointly agreed.

[†]If the project timeline exceeds 90 days, from the time of down payment, Foster Technology Group will invoice for actual time and material spent to date.

SERVICE	Estimated Fee*
Website	\$4000
Web Hosting (12*25) VPN – includes ssl	\$300
Post-project Support or Training (invoiced weekly in 15 minute increments as used)	\$110/hour
Requests made that are estimated to take less than 1 hour will be completed and invoiced, requests estimated to take longer than 1 hour will require email authorization before work proceeds	Discount hours can be purchased in advance for \$105/hour

**Based on current specification. Client may request additions to or deviations from specification, which may require additional hours and cost, as agreed by both parties in a Change Request.*

2.1. Payment Terms:

Invoiced Payments terms are Net 7 days from the invoice date. Check or credit card are accepted payment methods.

A credit card is required to be on file and will be used to cover any invoice past 30 days due.

3. Project Consulting Agreement

This **Project Consulting Agreement** (the "Agreement") is made as of _____, 2016 (the "Effective Date") by and between Foster Technology Group LLC DBA Foster Technology Group (the "Contractor") and _____ (the "Client") (each individually a "Party" and collectively, the "Parties").

WHEREAS, Client desires to engage the services of Contractor to assist Client with the services outlined in Schedule A and attached hereto;

WHEREAS, Contractor has expertise in the area and is willing to provide services on behalf of Client in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. Scope of Work

Contractor shall provide consulting services to Client as set forth on the attached Schedule A – Scope of Work (referred to hereafter as the "Services").

2. Standards

Contractor shall adhere to professional standards and will perform the Services in a manner consistent with generally accepted procedures in the Contractor's industry. Contractor shall use its best efforts in performing the Services, but no provision of this Agreement shall be construed as a guaranty or warranty of the results of the Services.

3. Compensation and Payment Terms

As consideration for the performance of the Services, Contractor shall be compensated by Client in accordance with the schedule set forth in Schedule B – Fees and Payment Terms, attached hereto.

4. Expenses

Unless otherwise provided for in Schedule B, expenses incurred by Contractor in the course of this Agreement shall be borne solely by the Contractor.

5. Relationship of the Parties

Nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, a co-employment relationship or a joint venture between the Contractor and the Client. Contractor shall exercise sole and exclusive control over its labor and employment, employees, policies, working conditions, equipment and supplies, schedules, vacations, absences, insurance coverage, including, but not limited to, workers' compensation, automobile comprehensive coverage, disability insurance and such other coverage(s) as Contractor deems necessary for its protection.

6. Non-Solicitation of Employees:

Client agrees to not hire, either as an employee or independent contractor, any associate of the Contractor while employed by the Contractor and for a period of one year after termination, without the express, written consent of the Contractor.

7. Confidentiality

- (a) It is acknowledged that trade secrets and confidential information may be disclosed to Contractor in connection with the performance of Services under this Agreement. Such information may be developed or obtained by or from Client, or its agents, clients, affiliates, or related entities, or may be learned, discovered, developed, conceived, originated, or

prepared during or as a result of the performance of Services by Contractor on behalf of Client under this Agreement. Contractor agrees to maintain and protect such trade secrets and confidential information in the strictest confidence. Contractor agrees that it will not at any time disclose to others, use for its own benefit, or otherwise appropriate or copy any trade secrets or confidential information except as required in the performance of the Services to be rendered hereunder. The terms "trade secrets" and the "Confidential information" shall refer to:

- (i) any information not generally known in the Client's industry; or
- (ii) any information labeled, marked, or otherwise conspicuously identified by Client as confidential where such labeling is present prior to Contractor's exposure to the information.

Upon Client's request, Contractor shall return all copies of trade secrets and confidential information to Client.

- (b) Contractor's obligation of confidentiality, as provided in this Section 6, shall not prevent Contractor from disclosing to others or using in any manner information which Contractor can show:
 - (i) has been published and has become a part of the public domain other than by breach of this Agreement by Contractor;
 - (ii) has been lawfully furnished or made known to Contractor by a third party (other than those acting directly or indirectly for or on behalf of Client) without restriction on Contractor as to its disclosure or use; or
 - (iii) was in Contractor's possession at the time of execution of this Agreement and was not acquired by Contractor directly or indirectly from Client while Contractor was under a duty of confidentiality to Client.

8. Inventions and Intellectual Property

- (a) The Client shall own, and Contractor hereby disclaims any right, title or interest whatsoever to, and in: all ideas, inventions, trade secrets, publications, works of authorship, copyright, copyright applications, moral rights, technology and know-how, drawings, sketches, configurations, models, prototypes, materials, machines, designs, concepts, schematics, layouts, processes, patents, patent applications and improvements in regard to the Client's products and Services and technology solutions (collectively, the "Inventions and Intellectual Property") excepting that knowledge or information which may exist in the public domain, or which is proprietary to the Contractor, which relate to:
 - (i) the performance of this Agreement; or
 - (ii) the Client's actual or anticipated business or products at the time the Inventions and Intellectual Property are conceived or reduced to practice.
- (b) Contractor shall promptly and fully disclose any Inventions and Intellectual Property to the Client which are owned by the Contractor as set forth in sub-paragraph (a) above.

9. Disclaimer of Warranties

The Contractor neither makes nor extends to the Client any warranties or representations with respect to the scope of or the performance of the Services provided hereunder. The Contractor

specifically disclaims all warranties, whether express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, satisfactory quality and non-infringement. The Contractor makes no warranties that the scope or performance of the Services will be free from all errors, uninterrupted, secure from unforeseen viruses, bugs, Trojan Horse worm or other malicious software program, code or script, or that the Services will be completely accurate and reliable.

10. Indemnification

Each party agrees to indemnify and hold harmless the other party, as well as its members, managers, officers, directors, employees, agents, shareholders, representatives, successors and assigns, from and against any and all claims, actions, causes of action, damages, liabilities, losses, costs and expenses, inclusive of settlement costs (including but not limited to reasonable attorneys fees and costs of suit in both trial and appellate proceedings), arising out of or resulting from:

- (a) a breach by that party of any material provision or condition contained in this Agreement; or
- (b) a breach by that party of any material representation, warranty, or covenant contained in this Agreement; or
- (c) bodily injury (whether of a physical or mental nature), including death of any person or persons, or the damage to or loss of any property which arises out of or results from any negligent act or omission on the part of that party, or which is due to willful or wanton conduct on the part of that party, in connection with the performance of this Agreement.

11. Disclaimer and Limitation of Liability

Contractor shall not be liable to Client under contract, negligence, strict liability, product liability, tort or other legal or equitable theory of recovery for any of the following:

- (a) costs, fees and expenses associated with procurement of substitute goods, technology or services, unless directly caused by or resulting from a material breach of this Agreement by Contractor;
- (b) interruption, loss of use or corruption of data or technology systems or processes;
- (c) indirect, special, incidental or consequential damages incurred by Client, including but not limited to, loss of profits, sales or business, impairment of assets, lost opportunities or other similar losses;
- (d) punitive or exemplary damages, even if the likelihood of such damages was known or could reasonably be anticipated.

12. Force Majeure

To the extent that a party is not able to perform an obligation under this Agreement due to Act of God, fire, flood, terrorism, war, riot, insurrection, civil unrest, strike or other labor interruption, governmental act, computer glitch, virus or bugs, server failure, power outage or other cause beyond that party's reasonable control, then such party shall not be liable for failure to perform that obligation, except that this subsection 11 will not excuse any party from the obligation to pay money that is due and owed in accordance with this Agreement.

13. Insurance

Contractor shall maintain appropriate and necessary insurance coverage in connection with the performance of its duties hereunder, including Workers' Compensation, commercial general liability

(CGL), comprehensive auto coverage, inland marine and professional errors and omissions coverage.

14. Term and Termination

The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year following the Effective Date, unless sooner terminated by either, or both parties as set forth herein. The parties may by mutual agreement terminate this Agreement at any time. Either party may terminate this Agreement upon at least twenty (20) days advance written notice to the other party, in which event this Agreement will terminate at the conclusion of such notice period. In the event of termination, the parties agree that Contractor shall only be entitled to compensation for services rendered and expenses incurred through the effective date of termination.

15. Resolution of Controversies

Intent. It is the intention of the Parties executing this Agreement to bring all disputes between them to an early, efficient and final resolution. Therefore, it is hereby agreed that all disputes, claims and/or otherwise, including management, contract, quasi contract, equitable claims, tort claims, statutory claims or any other kind of controversy, claim or dispute shall be resolved by mediation and arbitration as provided herein. Nothing herein shall preclude any party from applying to a court of competent jurisdiction for preliminary injunctive relief or a temporary restraining order or other preliminary relief as may be required, nor shall the filing of such an action constitute waiver by such Parties of the right to seek mediation and arbitration hereunder.

Mediation. All disputes arising among the Parties shall be resolved by mediation in the following manner. Mediation shall be initiated by either Party by submitting a written request for Mediation to the other Party, which request shall identify the matter(s) to be mediated. The mediation shall take place in the City of Newport. The mediator shall be an individual who is listed in the Kentucky State Bar Association Directory of Dispute Resolution. Costs and expenses of the mediator shall be borne by the party that initiates the mediation.

Arbitration. In the event the Parties cannot agree to mediation within sixty (60) days of the date of the Mediation Request, or in the event that the Parties are unable to reach agreement through mediation, then any dispute arising out of or relating to this Agreement or a breach hereof, shall be settled by private arbitration by one (1) arbitrator in Kenton County, Kentucky, which arbitration shall be conducted in accordance with the rules of the American Arbitration Association then existing, but shall not be administered by the American Arbitration Association, provided, however that discovery as provided for under the Kentucky Rules of Civil Procedure shall be available to the Parties to the arbitration. Provided further, only if the Parties agree, the dispute may be administered by the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable, and the arbitration award shall be final, and judgment may be entered upon it in any court having jurisdiction over the subject matter of the dispute. The costs and expenses of arbitration shall be borne and shared equally between the Parties.

16. Miscellaneous Provisions

- (a) **Notices.** Any notice, request or other communication required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when delivered in person, by electronic mail or on the third business day after the postmark date if mailed by certified or registered mail, postage prepaid, return receipt requested, to the address listed below.

IF TO THE CLIENT:



**Project Proposal
and Specification**

IF TO THE CONTRACTOR:

Foster Technology Group ATTN: Chas F. Hungler, President
3898 Miramar Dr
Burlington, Kentucky 41005
513-265-6069
Chas.Hungler@FosterTechGroup.com

The address of either party to this Agreement may be changed by notice in writing to the other party served in accordance with this provision.

- (b) **Entire Agreement.** This Agreement sets forth the entire agreement between the parties, and there are no prior or contemporaneous representations, promises or conditions, whether oral or written, to the contrary.
- (c) **Modification and Waiver.** This Agreement may not be modified, amended or rescinded except by a written agreement signed by both parties. No waiver of any provisions of this Agreement will be deemed or will constitute a waiver of any other provisions hereof (whether or not similar), nor will such waiver constitute a continuing waiver.
- (d) **Severability of Provisions.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by and invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without affecting or invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties or other circumstances.
- (e) **Governing Law.** The laws of the State of Kentucky shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Parties hereto.
- (f) **Effective Date.** This Agreement is not effective until both parties have executed same.
- (g) **Assignment:** The parties hereto acknowledge and agree that this Agreement may not be assigned, in whole or in part, without the prior written consent of the other party.
- (h) **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and both of which together will constitute the same document.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the Parties, as of this _____ day of _____, 20__.

FOSTER TECHNOLOGY GROUP

By: _____

By: _____

Chas Hungler
Printed Name

Printed Name

President
Title

Title

Appendix A:

1. WordPress Sites

- All sites for past 15 years have been wordpress responsive exclusive – I have several examples if you would like to see more.
- <https://parkhillsky.net/>
- <https://edgewoodky.gov/>
- <https://fortmitchell.com/>
- <https://bellevueky.org/>
- <https://erlangerky.gov/>
- <https://theinnatoneonta.com/>

2. Company must demonstrate ability to reliably and securely host a website

- All sites above with the exception of Park Hills and Edgewood are hosted by Foster Tech Group. Fort Mitchell and Erlanger have been hosted for the past 10 years.

3. Company must have experience working with other non-profits

- 90% of my clients are here in Northern KY and Cincinnati.
 - 1) <https://www.tristategastro.net/>
 - 2) <https://nkypg.com/>
 - 3) <http://bhc-ky.com/>
 - 4) <https://dermdsnky.com/>
 - 5) <https://toxbar-ky.com/>
 - 6) <https://safeagingnky.org/>

4. Company must make staff accessible to support the needs of staff regularly during business hours, and 24/7 support for issues requiring immediate response

- I am accessible with in a 24 hour period.

VENDOR QUALIFICATIONS

- 25 years software and web development and Marketing experience

Vendor References

- Joe Christofield – City of Fort Mitchell and City of Erlanger 859-331-1212
jchristofield@fortmitchell.com
- Belinda Nitschke – City of Edgewood - 859-331-5910 bn@edgewoodky.gov
- Rhonda Chisenhall – Safe Aging NKY - rchisenhall@nkcac.org
- You can also google Foster Technology Group and review my Google Reviews.
- All of my clients will act as a reference for me.