



GENERAL SERVICES AGREEMENT

This GENERAL SERVICES AGREEMENT ("Agreement") is made this 20th day of September, 2016, by and between NTT DATA, Inc., a Massachusetts corporation with its corporate office located at 100 City Square, Boston, Massachusetts, 02129, on behalf of itself and its subsidiaries providing services hereunder (collectively "NTT DATA") and the Lexington-Fayette Urban County Government (hereinafter "LFUCG"), an urban county government pursuant to Chapter 67A of the Kentucky Revised Statutes, located at 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "Client" or "LFUCG").

In addition to the provisions set forth in RFP No. 59-2015 regarding Citizen Request Management (CRM) for LexCall, which is attached hereto as Exhibit A and incorporated herein by reference, Client and NTT DATA agree that the following terms and conditions shall govern whenever NTT DATA furnishes assistance to Client.

1. Scope of Services -- NTT DATA shall provide to Client certain professional services ("Services") further described in a written work assignment, or if mutually agreed upon in writing, by a Client purchase order, letter, or any other document ("Work Assignment"), which shall specify:
 - a) The Scope of the Services;
 - b) Client coordinator;
 - c) The schedule of the Services (e.g., scheduled start and completion dates);
 - d) The charges for the Services; and
 - e) Special terms, if any.
2. Estimates -- Any estimates made by NTT DATA for the schedule and cost of the Services, whether made orally or in a Work Assignment, Statement of Work, modification, proposal or any other written document, shall be made in good faith but are not guaranteed in any way or to any extent by NTT DATA. NTT DATA will, however, notify Client if the estimate will be exceeded, and Client may then terminate the Services pursuant to this Agreement, paying only for work performed for LFUCG.

In the event that Client requests that NTT DATA perform Services which are materially different or beyond the number of days or hours specified in the Work Assignment, the performance of such Services shall be deemed a modification of the Work Assignment and governed by Section 8 of this Agreement.

For certain Services, NTT DATA and Client may agree that the nature of the Services is such that a fixed price or flat monthly billing should be established for such Services. In this case, the parties shall execute a Work Assignment reflecting the type of Services.

3. Fees -- Client shall pay NTT DATA for work performed for LFUCG no later than 30 days after receipt of an invoice by NTT DATA in accordance with the schedule of fees and minimum payments included in the Work Assignment. Except as set forth in a Work Assignment, fees, rate classifications and minimum hours are subject to change by NTT DATA upon thirty (30) days' written notice to LFUCG and a reasonable explanation for such change. NTT DATA shall be entitled to reimbursement for reasonable expenses

incurred in the performance of work for LFUCG. NTT DATA shall submit a detailed monthly report indicating work performed for LFUCG, and shall provide sufficient documentation for any and all reimbursable expenses prior to payment. Client shall be liable for a monthly rate of interest of one and one-half percent (1-1/2%) or the highest rate permitted by law, whichever is lower, on any unpaid amounts, which interest shall be in addition to such fees due and owing to NTT DATA.

- 4. Control and Supervision -- With regard to Client tasks for which NTT DATA has primary project responsibility, NTT DATA shall be responsible for the supervision, management, and control of its personnel and the overall quality and end result of such tasks. With regard to Client tasks in which Client has primary project responsibility and NTT DATA personnel assist Client, Client shall have project responsibility and shall be responsible for the supervision, management and control of NTT DATA personnel on a per-project basis. Solely for such tasks, Client shall be responsible for the technical direction of NTT DATA personnel and the overall quality and end result of such tasks.

- 5. Confidentiality -- For purposes of this Agreement, "Confidential Information" means information data, or materials provided by one party to the other which: i) are in tangible form and labeled "confidential" or the like; ii) if disclosed orally, are identified as being confidential at the time of disclosure; or iii) a reasonable person would consider confidential from the nature of the information and circumstances of disclosure.

The receiving party shall hold the Confidential Information in strict confidence, shall use it only for purposes of this Agreement, and disclose it only to employees and agents who have a need to know such Confidential Information and who have agreed to abide by the terms of this Section 5 prior to disclosure. The receiving party shall exercise the same care in preventing the unauthorized disclosure or use of the Confidential Information that it takes to protect its own information of a similar nature, which in no event shall be less than reasonable care.

The restrictions on the use and disclosure of Confidential Information specified hereunder shall not apply to information: (i) which is independently developed by the receiving party without the use of information or data owned or controlled by the disclosing party, or lawfully received from another source without breach of this Agreement; (ii) which is or becomes generally available to the public without breach of this Agreement by the receiving party; (iii) which at the time of disclosure was known to the receiving party; (iv) which is disclosed to unaffiliated third parties without restriction by the disclosing party; or (v) which is disclosed pursuant to law, judicial order, or government regulations so long as the receiving party promptly notifies the disclosing party prior to disclosure and cooperates with the disclosing party in the event that the disclosing party elects to contest or avoid such judicial or governmental disclosure, whether by seeking a protective order or otherwise.

- 6. Rights in Work Product -- Unless otherwise agreed by the parties in a Work Assignment, all Services rendered by NTT DATA under this Agreement and the product or proceeds of such Services, including any and all information and data owned or controlled by LFUCG, or otherwise manifested in programs and documentation purchased, produced, or delivered to or on Client's behalf ("Work Product") shall belong to and be owned by Client. NTT DATA and third party service and software providers shall retain sole and exclusive ownership, right, title and interest, including ownership of copyright, with respect to their respective, independently developed intellectual property in accordance with federal copyright and other applicable laws. This Agreement does not preclude NTT DATA from providing services to others that may result in computer programs and documentation which are competitive, whether or not such computer

programs and documentation are similar to computer programs and documentation which might be developed by NTT DATA pursuant to this Agreement.

7. Personnel -- NTT DATA personnel working on projects under this Agreement may perform similar services from time to time for others, and this Agreement shall not prevent NTT DATA from performing such similar services or restrict NTT DATA from so assigning the personnel provided to Client under this Agreement. NTT DATA will make every effort consistent with sound business practices to honor the specific requests of Client with regard to the assignment of its employees; however, NTT DATA reserves the sole right to determine the assignment of its employees. Under no circumstances will NTT DATA delegate or otherwise assign employees to tasks without first delegating or otherwise assigning replacement personnel to continue or complete assignments for LFUCG.
8. Modification of Services -- If Client wishes to change the Services covered by a Work Assignment or wishes to obtain additional Services not listed in a Work Assignment, Client, through its authorized Client Coordinator shall so advise NTT DATA in writing within thirty (30) days of the requested change. NTT DATA shall perform such Services as mutually agreed in writing pursuant to the written modified agreement. The charges for such Services and other terms and conditions of performance shall be governed by this Agreement.
9. Termination of Services -- Except as set forth in a Work Assignment, NTT DATA or Client may at any time terminate the performance of any Work Assignment or portion thereof upon thirty (30) days' prior written notice, stating its intention to terminate and specifying the Work Assignment or portion thereof to be terminated and the date upon which such termination shall be effective. NTT DATA will continue to provide full-time Services during the notice period. To the extent Client directs NTT DATA not to provide Services during the notice period, Client shall pay NTT DATA for the balance of such period in an amount pursuant to the original terms of the Agreement, unless otherwise agreed by the parties in writing. Client shall pay for all Services rendered by NTT DATA up to the effective date of termination within thirty (30) days following the effective date of termination of such Services.
10. Term -- This Agreement is effective for a period of one (1) year from the date on which it is accepted by LFUCG, and shall be automatically renewed for successive one (1) year terms. Either party may terminate this Agreement by giving written notice not less than thirty (30) days prior to the last day of the term of this Agreement.
11. Default; Opportunity to Cure-- Failure by NTT DATA or Client to comply with any term or condition under this Agreement shall entitle the other party to give the party in default written notice requiring it to make good such default. If the party in default has not cured such default within thirty (30) days after receipt of written notice, the notifying party shall be entitled, in addition to any other rights it may have under this Agreement or otherwise by law, to terminate this Agreement by giving written notice to take effect immediately. The right of either party to terminate hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.
12. Relationship of the Parties -- NTT DATA acknowledges and agrees that its employees or agents are not employees of LFUCG for any purpose whatsoever. NTT DATA shall be considered an independent contractor at all times during the performance of services specified hereunder.
13. Limitation of Liability --

NTT DATA acknowledges that the indemnification requirements set forth in RFP 59-2015 shall remain in full force and effect for the duration of this Agreement. Notwithstanding the foregoing, NTT DATA shall not be liable to Client (or to any of Client's customers) for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of *force majeure*, which shall be deemed to include, without limitation, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or unavoidable delays in mass transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, disease, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw materials, machinery or unforeseen technical failures. Client shall not refuse to accept delivery by reason of delays occasioned by *force majeure*. Any delay resulting from *force majeure* shall correspondingly extend the time for performance by NTT DATA. NTT DATA acknowledges that it will not be excused from full performance of any contractual provision contained herein or separately contained in any Work Assignment if an act or occurrence resulting in any delay in performance or failure in performance hereunder could have been avoided through NTT DATA's exercise of due care.

NTT DATA MAKES NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL NTT DATA BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATED TO THE FUNCTIONALITY, OPERABILITY, OR QUALITY OF PRODUCTS AND SERVICES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ANY CLAIM OR DEMAND AGAINST CLIENT BY ANY OTHER PARTY DUE TO ANY CAUSE. NTT DATA'S LIABILITY HEREUNDER, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR SERVICES UNDER THE APPLICABLE WORK ASSIGNMENT OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO WORK ASSIGNMENT IS MADE FOR THE PRECEDING SIX (6) MONTHS OF SERVICES. THIS SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY.

14. Nondiscrimination -- NTT DATA and Client warrant that they will not discriminate or permit discrimination against any person or group of persons on the grounds of gender, race, color, religion or national origin, or in any other manner prohibited by the laws of the United States or the state where Services are performed.
15. Captions -- Captions contained in this Agreement are for convenient reference and do not constitute part of this Agreement.
16. Conflicts--In the event of any conflict between this Agreement and RFP 59-2015, the specific terms of this Agreement shall supersede the general terms of RFP 59-2015.
17. Notice -- Any notice required or permitted to be sent under this Agreement shall be delivered by hand or mailed by certified mail, return receipt requested, or sent by reliable overnight carrier to the address of the parties first set forth in this Agreement.
18. Successors and Assigns -- This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

- 19. Severability -- If any of the provisions of this Agreement are declared to be invalid, such provisions shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect.
- 20. Governing Law -- This Agreement will be governed by the laws of the Commonwealth of Kentucky, exclusive of its conflict of laws provisions in accordance with the provisions of RFP 59-2015.

THE PARTIES ACKNOWLEDGE THAT THEIR AUTHORIZED REPRESENTATIVES HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND FURTHER AGREE THAT ALONG WITH ANY WORK ASSIGNMENTS IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Accepted by:

Accepted by:

NTT DATA, INC.

Lexington-Fayette Urban County Government



 Authorized Signature



 Authorized Signature

TIMOTHY CONWAY
 Name - Type or Print

Jim Gray
 Name - Type or Print

PRESIDENT, Public Sector
 Title

Mayor
 Title

9/21/2016
 Date

13-Oct-2016
 Date

Please send all communications to NTT DATA at its office address first listed above unless notified in writing to the contrary.

00531896

EXHIBIT A – RFP 59-2015 Citizen Request Management for LexCall

EXHIBIT A



Lexington-Fayette Urban County Government

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **#59-2015 Citizen Request Management for LexCall** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **January 25, 2015**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

RFP #59-2015 Citizen Request Management for LexCall

If mailed, the envelope must be addressed to:

Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any City staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

1. Cost of Services.	10
2. Proposed solutions' fulfillment of the requirements.	30
3. Client References.	20
4. Business Profile.	10
5. Schedule.	10
6. Vendor Support.	10
7. Training Approach.	5
8. Degree of local employment.	5

See additional information about selection criteria in specifications.

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

**Questions shall be submitted via Economic Engine at:
<https://lfucg.economicengine.com>**

Or submitted to:

Sondra Stone
Division of Central Purchasing
ssstone@lexingtonky.gov

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859) 258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2015.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____/____/____

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by: _____

Name & Title

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
 Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier

form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even

when the prime contractor may otherwise perform these work items with its own workforce.

- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

- _____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- _____ Included documentation of advertising in the above publications with the bidders good faith efforts package
- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- _____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- _____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- _____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- _____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- _____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- _____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- _____ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- _____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or

attempted to bribe an officer or employee of the LFUCG.

9. **Additional Information:** While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. **Ambiguity, Conflict or other Errors in RFP:** If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. **Agreement to Bid Terms:** In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. **Cancellation:** If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

Date

RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. Consultant acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Consultant in any manner.

FINANCIAL RESPONSIBILITY

Consultant understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its proposal and the commencement of any work or the provision of services.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Consultant shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by Consultant. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability	\$1 million per occurrence, \$3 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

- c. The General Liability Policy shall include Products and Completed Operations coverage and Premises and Operations Liability coverage, unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions, and Cyber Liability for third party risks, such as data breach and virus transmission) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy and/or Cyber Liability Policy, shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, Consultant shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Consultant's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Consultant satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Consultant agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.

- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

Consultant shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

Consultant agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Consultant understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

Safety and Loss Control

Consultant shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

DEFAULT

Consultant understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Consultant for any such insurance premiums purchased, or suspending or terminating the work.

Lexington-Fayette Urban County Government

Citizen Request Management (CRM) for

LexCall

Request for Proposal

November 30, 2015

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Overview

LexCall311 is looking for a new Citizen Request Management (CRM) solution to replace an existing custom built solution. The custom solution is no longer able to provide the functionality needed to support the daily operations of the call center. LexCall311 is looking to replace the in-house custom solution with a commercial off the shelf (COTS) solution that can be configured to meet the needs of LexCall311.

Pursuant to resolving this problem, stakeholders gathered to define the functional business requirements for a new CRM solution. These functional requirements, along with subsequently defined technical requirements will be leveraged for a Request for Proposal that will provide an effective, efficient and impartial solution selection.

Vendor Response Instructions

As you respond to this RFP, please consider that Lexington Fayette County Urban Government (LFUCG) reserves the right to incorporate your responses into a final contract.

General

All vendor responses must utilize the accompanying RFP Response Template (in Microsoft Word). The template contains the information and format required in the RFP and facilitates efficient and objective responses to the information, key questions, and pricing matrix provided with the RFP. Responses to these items are required for consideration. LFUCG reserves the right to withdraw this bid at any time, and to eliminate any response from consideration at their discretion.

Additional material or detail may be added to the response as appendices. Any additional materials provided should be concise, factual and facilitate understanding of the vendor and the proposed solution.

At the conclusion of the RFP process, selected vendors should be prepared to conduct, on the LFUCG premises in Lexington, KY, a presentation of their credentials and capabilities, and discussion of their RFP responses. The expected duration of this demonstration will be up to one-half business day. All associated costs will be the responsibility of the vendor. In addition, LFUCG personnel may visit sites at which proposed systems are in operation.

In consideration of the value of your time, we have attempted to make the response process as simple and efficient as possible. Most of the information for which we are requiring response resides in the following tables, and is included in the accompanying RFP Response Template.

Vendor responses should be complete and include the following components, which are described below:

- Transmittal Letter (not included in the Response Template)
- Executive Summary
- Requirements Response Matrix
- Vendor's Scope of Work
- Vendor Business Profile
- Key Questions/Information Request
- Project Schedule
- Assumptions and Constraints
- Pricing Matrix

Transmittal Letter

Each vendor will submit a cover letter of transmittal, stipulating the following:

- The signer of the letter has sufficient authority to commit the vendor organization to its proposal.
- The vendor agrees to the scope, terms and conditions of this RFP. Any exceptions must be described here.
- The identity and title of the vendor's authorized negotiator, in the event the vendor is selected for negotiation.
- LFUCG will have ownership of the proposed Deliverables.
- The total proposed price for a CRM System specified in the Pricing Matrix.
- Commitment that the total proposed price is valid for a FY2017 (7/1/16-6/30/17) implementation

Executive Summary

Please provide a brief explanation of your solution's potential value to LFUCG, as compared to the competition.

Requirements Response Matrix

For each requirement listed in the *Requirements by Function* section provided in this RFP, please respond with one of the following values in the *Vendor Response* column:

3 indicates that this requirement is fully met by the current release of your packaged solution.

2 indicates that this requirement is fully met by a planned release of your solution. A "2" response must be accompanied by the general availability date of the solution. Failure to provide this date will result in a 0 score for this requirement.

1 indicates customization to your solution, or that custom developed software will be necessary to meet this requirement.

0 indicates that your solution does not, and is not planned to meet the requirement, either by new release or customization.

Vendor's Scope of Work Matrix

For Vendor's Scope of Work, the appropriate vendor response is to indicate if the information item will be met or not by means of "yes" or "no". A "yes" response is a binding commitment by the vendor to fulfill the responsibility within the scope and price of their RFP response.

Vendor Business Profile

Please provide the business information requested in the *Vendor Business Profile* section of this RFP.

Key Questions and Information Requests

Vendors will provide direct, concise responses to our Key Questions and Information Requests in the RFP Response Template.

Proposed Approach, Plan and Schedule

The vendor will identify and provide the major tasks and associated timelines and deliverables required for fulfilling the scope of work described in this RFP. The vendor must also clearly specify the estimated duration of the entire process. Any tasks required for this scope of work and not performed by the vendor must be identified as such, with task duration and resources quantified. This includes any and all LFUCG tasks, resources or deliverables.

Assumptions and Constraints

Please supply any assumptions on which your solution and its estimates are based, along with any constraints you may have, in the RFP Response Template.

Pricing Matrix

The vendor will provide the price for services as set forth in the Proposed Approach, Plan and Schedule in the Pricing Matrix. The Pricing Matrix must be submitted in a separate envelope and Word document; no pricing information will be included in the rest of the RFP response.

Vendor Selection Process

The initial screening activity is based on overall compliance to the RFP, inclusion of relevant references, responses to requirements and key questions, business profile and price.

The second screening activity involves detailed analysis of the RFP response and is expected to yield up to 3 finalists. Responses will be scored based on the following:

- Cost of services = 10 points
- Proposed solutions' fulfillment of the requirements = 30 points
- Client References = 20 points
- Business Profile = 10 points
- Schedule = 10 points
- Vendor Support = 10
- Training approach = 5 points
- Degree of local employment = 5 points

The top scoring vendors will be asked to arrange a client site visit and provide a detailed approach to data conversion.

Following these events, the finalist vendor will begin negotiation with selected members of the RFP Evaluation Team for contract award.

The milestone dates for the project are estimated as follows:

January 4, 2015	Deadline for submission of questions
January 25, 2016	Vendor RFP responses due
February 8, 2016	Up to three finalist vendors selected
February 17 & 24, 2016	Vendor Presentation
March 1 & 2, 2016	Potential Site Visits
March 10, 2016	Vendor(s) selected for negotiation

Vendor's Scope of Work

The major components of the desired scope of work for the vendor are comprised of the following items. Responses to these items are required in the accompanying Response Template

Vendor's Scope of Work
Provide licensed software to fulfill the business and technical requirements for a CRM solution
<ul style="list-style-type: none"> • Application software (including source code in escrow) • All required database management software • System should be a web based, hosted solution (SSAE 16 compliant) and offer software as a service (SaaS)
<ul style="list-style-type: none"> • The hosting cost should include all support and version upgrades
<ul style="list-style-type: none"> • The system shall be hosted in a secure environment that includes disaster recovery and back up strategy
<ul style="list-style-type: none"> • Any other software needed to fulfill these requirements (e.g. query / reporting) • If your solution contains custom developed components, source code for the customization will be provided. Any custom code should be fully supported under the standard maintenance agreement for future product software upgrades or releases.
Provide services to fulfill the business and technical requirements for a CRM solution
<ul style="list-style-type: none"> • To manage this project, and do so as the prime contractor, if other firms are involved • To develop, test and implement any customized components of the software • To install the application and components • To convert all of the historical data from the current CRM systems into your solution • Develop, test and implement the system interfaces described in this RFP • To provide support, and any applicable hourly rates or any other charges for post-warranty support • To provide all user and system administrator training required to effectively use the tool. • To provide training documentation, in both hardcopy and electronic formats, for users and administrators. • To provide user and system administration training in the area of report generation, using examples • To comply with all RFP response criteria and terms
Provide hardware specifications and capacities to fulfill the functional and technical requirements for a CRM solution
<ul style="list-style-type: none"> • Including other ancillary equipment required for the successful operation of the proposed solution.

Scope of LFUCG Responsibilities

LFUCG is planning to perform the following tasks:

- Designate a primary contact to resolve questions and obtain business decisions
- Accept the system to signify completion of the implementation phase of the project
- Accept the system to signify completion of the project after 90 consecutive days of error-free operation at mutually agreed upon levels of performance

The vendor will perform all other tasks required for this scope of work.

Completion Criteria

The completion criteria for the development/install phase of the project will be the successful execution of an acceptance test, based on the initial implementation phase. This may involve a test script, based on the requirements from the RFP to which the vendor has positively responded, along with criteria mutually agreed upon by the vendor and LFUCG.

Successful execution means that the results specified in the script are achieved, or are at least acceptable to LFUCG. The script events will also demonstrate the system's ability to meet the range of response times mutually agreed upon by the vendor and LFUCG. This test will involve the simultaneous use of the system by a number of users, estimated at 50.

After this phase, the project will be considered complete when all the above tasks have been successfully executed, the project deliverables provided and accepted (including implementation plan and training), and after 90 consecutive days of error-free operation (which can include the aforementioned 30 day acceptance period, if error free) at mutually agreed upon levels of performance. This will "start the clock" for the post-implementation support/maintenance period.

Definitions and Acronyms

The following terms and acronyms were defined in the workshop.

- **Alice's brain** – a nickname for the knowledge database maintained by LexCall, and refers to the considerable body of knowledge possessed and documented by a former employee named Alice.
- **Incident** – an event reported to LexCall that has occurred that needs to be addressed or fixed. An example is a traffic light that is not working. There can be multiple requests under one incident.
- **Request** – a request to LexCall for an action. An example is a citizen who calls and requests to receive new trash containers. There can be multiple service requests from one call.

Objectives

Objectives define measurable goals that are associated with the implementation of a CRM solution. Fulfilling these Objectives indicates success in selecting the right solution to assist in the citizen response process. Below are the objectives the team defined.

1. More efficiently serve our citizens by routing their requests more quickly and accurately
2. Inform our citizens by providing greater visibility to our work
3. Decrease our response time to citizens' requests
 - a. Analyze current trends and response time through better reporting capabilities
 - b. Improve our process to respond quicker
4. More effectively manage operations by better understanding workloads and accomplishments
5. Foster a happier workplace by eliminating many frustrations regarding the current system
6. Gain efficiencies through:
 - a. Reducing duplicate entry of data
 - b. More easily navigating the system
 - c. Streamlining our processes
 - d. Simplifying reporting
7. Create an electronic workflow process for both internal and external incidents and requests to LexCall311

Proposed Business Functions

A narrative description of each proposed function in the Citizens Request Management process is provided below.

Function 1: Receive Incident / Request

This function is triggered by a communication from a citizen or an internal LFUCG division or department, which may be an incident, request, or comment. This communication may arrive via mobile or land phone, email, text, live chat, fax or social media. LexCall facilitates the acquisition of accurate, needed information and the system determines the appropriate routing.

Function 2: Manage Incident / Request

Once in the system, the incident / request travels predetermined, rules-based workflows, within and between LexCall and other divisions / departments. The actions and status of each incident/request is thoroughly documented and stored.

Function 3: Notifications and Announcements

While incidents / requests are being managed, other communication needs require attention, such as informing both City Staff and citizens of events such as severe weather, road construction or delay of services. The CRM system will enable this across both stakeholder groups on a variety of communication platforms.

Function 4: Manage Internal Knowledgebase

This function includes the creation, maintenance and use of a knowledge base of information and advice across divisions and citizenry.

Function 5: Close Incident / Request

Closing some or all parts of an incident / request, and adding comments as a follow up comprise this function.

Function 6: Create Reports / Dashboards

The CRM system provides flexibility in developing and sharing reports and their criteria.

Prioritized Requirements

Prioritized Requirements by Function

Below is a table containing the prioritized requirements by function. The criteria for prioritizing the requirements were:

(S) **Showstopper:** Requirement must be supported for legal, audit, or policy reasons. Essential functionality.

(H) **High:** Affects business process greatly.

(M) **Medium:** Affects productivity, quality of service. Significant value.

(L) **Low:** Requirement support would be "nice to have."

Function	Requirement	Priority
Function 1: Receive Incident / Request	1.1: The ability to receive incidents / requests via the following: <ul style="list-style-type: none"> • phone (land and mobile) • Web • Email • Social media • Fax • Live Chat • In person 	S
Function 1: Receive Incident / Request	1.2: The ability to capture the following caller info: <ul style="list-style-type: none"> • name • address • email • phone 	S
Function 1: Receive Incident / Request	1.3: The ability to validate addresses, including intersections <ul style="list-style-type: none"> • Flag overridden addresses when not found. 	S
Function 1: Receive Incident / Request	1.4: The ability to validate email addresses <ul style="list-style-type: none"> • Validating for email syntax only, not verifying the email address 	L
Function 1: Receive Incident / Request	1.5: The ability to alert the call taker that key info was not collected	H
Function 1: Receive Incident / Request	1.6: The ability to capture citizen's preference for means of communication such as email or phone call	H
Function 1: Receive Incident / Request	1.7: The ability to capture incidents / requests location using a map <ul style="list-style-type: none"> • Using LFUCG GIS 	H
Function 1: Receive Incident / Request	1.8: The ability for citizen to report incidents / requests location using a map <ul style="list-style-type: none"> • Must store geo-coordinates 	L

Function	Requirement	Priority
Function 1: Receive Incident / Request	1.9: The ability to update and add to our database using incoming information.	S
Function 1: Receive Incident / Request	1.10: The ability to assign an incoming request to the appropriate department or division	S
Function 1: Receive Incident / Request	1.11: The ability for system to automatically recommend assignment of incident / request, based on pre-determined rules and codes within LexCall	H
Function 1: Receive Incident / Request	1.12: The ability for system to automatically recommend assignment of incident / request, based on pre-determined rules and codes to other departments or divisions	M
Function 1: Receive Incident / Request	1.13: The ability to merge duplicate entries while maintaining an accurate call count	H
Function 1: Receive Incident / Request	1.14: The ability to unmerge records in case it was merged in error	H
Function 1: Receive Incident / Request	1.15: The ability to view historical information regarding the name and address of caller	S
Function 1: Receive Incident / Request	1.16: The ability to identify the property type (e.g. landmark), based on address	S
Function 1: Receive Incident / Request	1.17: The ability to assign and capture status across the incident / request lifecycle (e.g. initiate, open, working on, closed)	H
Function 1: Receive Incident / Request	1.18: The ability to provide instructional / advisory information to citizens (e.g. best way to get discarded mattress picked up)	S
Function 1: Receive Incident / Request	1.19: The ability to provide "drill down" capabilities on instructional / advisory information to citizens and city staff	L
Function 1: Receive Incident / Request	1.20: The ability to capture details of the incident / request with memo or comment fields	S
Function 1: Receive Incident / Request	1.21: The ability to attach and open documents to an incident / request throughout its life cycle	S
Function 1: Receive Incident / Request	1.22: The ability to record phone calls <ul style="list-style-type: none"> • Ability to turn this functionality on and off 	H
Function 1: Receive Incident / Request	1.23: The ability to collect multiple phone numbers and indicate what type of number it is, i.e., cell, home, work	M
Function 1: Receive Incident / Request	1.24: The ability to search for incident codes by using key words Then be able to auto populate the code to the incident ticket	M
Function 2: Manage Incident / Request	2.1: The ability to assign a priority to incidents / requests to LexCall and other divisions based on business rules	H
Function 2: Manage Incident / Request	2.2: The ability to provide dashboard functionality at the user, division, district or enterprise level	S
Function 2: Manage Incident / Request	2.3: The ability to customize dashboards at the user, division, district or enterprise level	S
Function 2: Manage Incident / Request	2.4: The ability to provide a date and time-stamped audit trail of all incident / request activity	S

Function	Requirement	Priority
Function 2: Manage Incident / Request	2.5: The ability to provide confirmation of receipt of incident / request back to submitting citizen	H
Function 2: Manage Incident / Request	2.6: The ability to assign an incident / request to multiple divisions	L
Function 2: Manage Incident / Request	2.7: The ability to re-assign an incident / request <ul style="list-style-type: none"> ability based on business rules re-assigner retains view of the incident / request 	H
Function 2: Manage Incident / Request	2.8: The ability to customize Service Level Agreements (SLA) per division / district by request type	S
Function 2: Manage Incident / Request	2.9: The ability to create a new incident / request, based on and related to the original, even if original belongs to a different division	S
Function 2: Manage Incident / Request	2.10: The ability to accommodate range of addresses (e.g., hyphenated address) <ul style="list-style-type: none"> relates to GIS layer / parcel number 	S
Function 2: Manage Incident / Request	2.11: The ability to search fields alphabetically versus searching through a list <ul style="list-style-type: none"> Names Addresses 	H
Function 3: Manage Notifications and Announcements	3.1: The ability to notify / inform other system users of specified types of requests (e.g. open records)	L
Function 3: Manage Notifications and Announcements	3.2: The ability to auto-notify divisions / departments of incoming incidents / requests	S
Function 3: Manage Notifications and Announcements	3.3 The ability to manage notifications via mobile device	S
Function 3: Manage Notifications and Announcements	3.4 The ability to notify external parties (e.g. utility companies) based on incident / request type	H
Function 3: Manage Notifications and Announcements	3.5 The ability to notify individuals (citizens and city staff) of status and status changes <ul style="list-style-type: none"> must be configurable (e.g. weekly or daily frequency) 	S
Function 3: Manage Notifications and Announcements	3.6 The ability to notify assignees of approaching deadline / service level agreement	H
Function 3: Manage Notifications and Announcements	3.7 The ability to send and receive notifications via instant message internally.	S
Function 3: Manage Notifications and Announcements	3.8 The ability to notify internal groups of message to pass on to citizen's (e.g. one hour delay on specific garbage pick-up route)	S
Function 3: Manage Notifications and Announcements	3.9 The ability to manage internal notifications <ul style="list-style-type: none"> send / receive at specified time intervals based on incident / request type can turn on / off 	H
Function 3: Manage Notifications and Announcements	3.10 The ability to provide social media feeds to CRM system	S
Function 3: Manage Notifications and Announcements	3.11: The ability to receive a 'read receipt' for auto notifications	M

Function	Requirement	Priority
Function 4: Manage Internal Knowledge Base	4.1 The ability to leverage existing knowledge for use by LexCall staff by converting information from "Alice's brain"	S
Function 4: Manage Internal Knowledge Base	4.2 The ability to indicate which items from knowledge base can be shared internally v. externally	S
Function 4: Manage Internal Knowledge Base	4.3 The ability to maintain knowledge base	S
Function 4: Manage Internal Knowledge Base	4.4 The ability for other staff to submit additions / changes to knowledge base (e.g. by means of a template)	M
Function 4: Manage Internal Knowledge Base	4.5 The ability to utilize (by means of interface) current staff contact information listings to transfer calls (e.g., closure of incident / request in Code Enforcement system is reflected in CRM)	H
Function 4: Manage Internal Knowledge Base	4.6 The ability to access (via interface) GIS reader and layers from CRM system to provide information to LexCall staff by: <ul style="list-style-type: none"> • Tax district • Council district • Subdivision • Homeowners association (not in GIS) • State v. city roads • Routes (e.g. Waste Management) 	S
Function 5: Close Incident / Request	5.1 The ability to require indication that an incident / request is closed and supply "who/what/when" information	S
Function 5: Close Incident / Request	5.2 The ability to add notes to a closed incident / request without changing its status	H
Function 6: Create Reports/Dashboards	6.1 The ability to share reports across and between divisions / departments, permitting recipient to customize it	S
Function 6: Create Reports/Dashboards	6.2 The ability to report and display trends	H
Function 6: Create Reports/Dashboards	6.3 The ability to save report criteria to re-run as needed	H
Function 6: Create Reports/Dashboards	6.4 The ability to include all historical events for the incident / request being reported on	S
Function 6: Create Reports/Dashboards	6.5 The ability to create "snapshot" or "point in time" reports, based on: <ul style="list-style-type: none"> • Date • Status • Department / Division • Historical • Personnel • Status 	S

Function	Requirement	Priority
Function 6: Create Reports/Dashboards	6.6 The ability to export reports, including but not limited to, these formats: <ul style="list-style-type: none"> • Excel • PDF • CSV • Word 	S
Function 6: Create Reports/Dashboards	6.7 The ability to provide a dashboard module that shows trends	S
Technical	T.1 The ability to provide role-based access and security for the CRM system	S
Technical	T.2 The ability to provide single sign-on (e.g. via Windows Active Directory)	H
Technical	T.3 The ability to add, delete, make inactive and edit user profiles	S
Technical	T.4 The ability to access changes to the Windows Active Directory to trigger permissions	H
Technical	T.5 The ability to provide 2-way interfaces to keep CRM and other systems in sync	S
Technical	T.6 The ability to provide optimal response time for both read and update operations (vendor to specify).	H
Technical	T.7 The ability to provide optimal system availability, if providing a hosted solution (vendor to specify).	H
Technical	T.8 The ability for the solution to interoperate with the following components: <ul style="list-style-type: none"> • IBM / AIX 6.x • VMWare ESX Version 5.5 • Browsers (MS Internet Explorer, FireFox, Chrome and Safari) • Phone System – to display name and phone number of the caller 	S
Technical	T.9 The ability to ensure that the CRM system can operate with these platforms (re: Req. T.8 above) and later versions of both	S
Technical	T.10 The ability to provide at least dual layers of security	S
Technical	T.11 The ability to provide Secure Sockets Layer (SSL)	S
Technical	T.12 The ability to prohibit login after system administrator specifies maximum allowable attempts	H
Technical	T.13 The ability to automatically log off a user after a predefined duration of inactivity	H
Technical	T.14 The ability to easily transfer users to a hot site in the event of an outage	H
Technical	T.15 The ability to provide LFUCG with the vendor's business recovery plan, with service levels	H
Technical	T.16 The ability to export or "dump" data contents to facilitate troubleshooting	H
Technical	T.17 The ability to provide "onshore" support (i.e. support staff in the US)	H

Function	Requirement	Priority
Technical	T.18 The ability to provide support aligned with LexCall's hours (8AM-6PM Eastern Time)	S
Technical	T.19 The ability to escalate support up to 24/7 during emergencies <ul style="list-style-type: none"> • Emergencies declared by the Mayor 	H
Technical	T.20 The ability to provide support outside LexCall's hours, dynamically (i.e. charge LexCall only for hours worked outside LexCall's hours), as a less costly alternative to 24X7 support.	H
Technical	T.21 The ability to provide a robust Application Programming Interface (API)	H
Technical	T.22 The ability to utilize ESRI web services for the GIS-related requirements	H
Technical	T.23 The ability to provide complete documentation for system interfaces; including but not limited to: data elements, platform(s), tools, source code, API and a narrative.	H
Technical	T.24 The ability to receive TTY calls from deaf or hard-of-hearing citizens.	H
Technical	T.25 The ability for System Security to allow for multiple levels of user roles and configurations (ex: Administrators/Requestors/Field Staff/Data Entry/Approval)	H
Technical	<p>T.26 The ability to interface with LFUCG telephony, which has not yet been selected or acquired. Its planned functionality includes:</p> <ul style="list-style-type: none"> • Basic ACD <ul style="list-style-type: none"> ○ Longest Idle ○ Round Robin ○ Top down • IVR • Hunt groups • Recorder Announcements for the 311 Queues <ul style="list-style-type: none"> ○ Example: Delay announcement if all agents are busy • Ability to take TTY calls • Optional Instant Recall Recorder (IRR) • Instant messaging to the public as an option • SMS (TEXT) to the public as an option <p>Please indicate any constraints your solution regarding this interface.</p>	S

Key Vendor Questions

Please respond to the following questions.

1. Please describe both the minimum and optimal hardware and software required to run your CRM solution.
2. Does your solution have operational best practices embedded? If so, do the best practices result from user groups? Please describe.
3. Please describe your company's approach to user training.
4. Please describe, and price in the pricing matrix, managed services options.
5. What is the normal frequency of your major and minor software updates? Please provide a schedule of updates, past and planned, and confirmation that all updates are provided at no extra charge under your licensing and support services.
6. What is your process for enhancing the software to reflect customer requirements and what percentage of customer requirements are incorporated?
7. Describe the means by which your solution enables the management of subtasks under a single incident / request, or relates incidents / requests to each other to permit the effective tracking of each
8. Regarding Technical Requirement T.26 regarding the telephony interface, please specifically identify telephony products with which your solution has successfully interfaced, as well as any telephony products with which your solution cannot interface.

Vendor Business Profile & References

Please submit the following business information items about your company and subcontractors:

- Company name, headquarters address, and local responsible office
- Number of years in business
- Number of years active in the development of CRM solutions
- Annual revenue
- Business structure (e.g., C-Corp, S-Corp, LLC)
- Ownership (if publicly traded, include exchange and symbol)
- Total number of employees
- Number of personnel employed for development and maintenance of this application.
- Dates and descriptions of the previous five releases and updates to this application package.
- At least three references (customer name, email, telephone number) for work performed over the last three years for projects relevant to this one (i.e., comparable functionality for similar size government agency).
- Resumes of specific Key Project Staff: (e.g., Project Manager, Systems Architect)
- Location(s) of Key Project and Support staff
- List of proposed project personnel who are not employees of your organization (e.g., subcontractors) and their employer(s).
- Names of involved parties, dates, jurisdiction and status of any litigation in which your organization has been involved within the last five years.

Interfaces

The following table identifies potential system interfaces along with a brief overview of each application/system.

Name / Purpose	Platform	Frequency	Direction
LFUCG Geographic Information System (GIS)	ESRI / ArcGIS 10.2.1	On-demand	Read-only
OnBase Document Management	OnBase 15 Windows 2008 R2 Server and SQL 2008 R2	Assuming daily	CRM updates OnBase
Waste Management Also used by Streets & Roads and Water Quality RouteWare and the Route Creation Tool (internally designed tool used to take LexCall tickets and covert tickets into routes to enable Waste Management to complete the LexCall Requests)	SQL 2008 R2 database (RouteWare database)	Route Creation tool is used throughout the day but mostly in the morning (for reporting and route creating). RouteWare sends back the results of the route (ie need new container- In RouteWare, once driver drops off container, ticket would be updated/closed based off what the driver marks in RouteWare	For Route Creation Tool – read (pulling data in from LexCall) For RouteWare-Read/Update- (once Service Request has been completed- RouteWare “pushes” the data back to LexCall to auto close the Service Request)
LFUCG Employee Directory	SQL Server	On Demand	Read-Only
Active Directory	Microsoft Active Directory	Constant	Read-Only
Code Enforcement Program	SQL Server	Constant	Read-only
Traffic Engineering Work Order data base (Signs)	Access	Daily	Read-Update
Traffic Engineering timecard Access database (used to describe what was	Access	Daily	Read-Update

Name / Purpose	Platform	Frequency	Direction
fixed as a result of 311 calls)			
Accela (Water Quality, Building Inspection, and Planning)	Windows 2008 R2, Microsoft SQL Server 2008 R2 This will change after LFUCG goes to the Accela hosted environment. The database will be Oracle 10g	About 20 service requests each day are sent from LexCall to Accela, but it can vary. This can range from 1 to 161 in a day.	Read / Update
Revenue - enQuesta - Billing System and Paymentus is the IVR system (Go live is estimated for March 2017)	TBD	TBD	TBD
Phone System	VOIP; not yet selected or acquired by LFUCG. See Technical Requirement T.26 and Key Question 7.	Constant	Read / Update

Lexington-Fayette Urban County Government
Statement of Work

Citizen Request Management (CRM) for LexCall

September 20, 2016

Presented by:

NTT DATA
Global IT Innovator

Statement of Work – CRM for LexCall

Contract Vehicle	RFP 59-2015 CRM for LexCall
Project name	Salesforce CRM for LexCall
Engagement duration	8-months
Begin date	Estimated September 26, 2016
End date	Estimated May 2017

1. CONTRACT VEHICLE

This Statement of Work (SOW) is hereby made a part of the Contract for the LexCall Citizen Request Management (CRM) initiative for **RFP 59-2015** (the "RFP") and the General Services Agreement ("the Contract"), by and between the Lexington-Fayette Urban County Government ("LFUCG" or "Customer") and NTT DATA, Inc. (hereafter referred to as NTT DATA or "Consultant"). In the event of any conflict between this SOW and the terms of the Contract, the terms of the Contract shall prevail.

2. PROJECT SCENARIO

NTT DATA will configure and deploy a next generation LexCall 311 system for LFUCG based on the Salesforce Service Cloud. This is a leading cloud-based CRM application that will empower LFUCG to manage residents' individual service more effectively. Salesforce has long been trusted by large companies in the private sector to manage their relationships with customers, and it is increasingly gaining momentum as a powerful solution for local governments.

Using Salesforce, LFUCG will gain a 360 degree view of Lexington citizens and the ability to easily respond to them in the channel of their choice, whether through a web portal, by email, by telephone, or through chats with live agents. Our solution also includes a knowledge base that you can administer to help resolve inquiries more quickly.

Following the design sessions, NTT DTA will produce a document that outlines the final agreed upon requirements for the project. The initial Requirements Response Matrix and Vendor Scope of Work included in RFP 59-2015 will be used as a starting point for this exercise.

3. PROJECT LOCATION, SCOPE AND SCHEDULE

3.1 Project Location

NTT DATA will utilize both on-site and off-site resources. Onsite work will be conducted at LFUCG's new, state-of-the-art Public Safety Operations Center alongside the LexCall 311 team. Offsite resources will be available as required to work with the team via conference or web-based calls.

3.2 Scope

Subject to the assumptions set forth below and any changes in scope reflected in a mutually executed Change Order, Consultant will provide the Professional Services described below as in-scope ("Project"). The term "application" or "solution" may be used to refer to the Salesforce implementation that NTT Data will perform.

In Scope

- Implementation of Salesforce Service Cloud
 - Salesforce Service Console
 - Basic CTI Integration to Avaya phone system utilizing OpenCTI
 - Salesforce Knowledge Base
 - Live Agent* for up to 5 operators
 - *Live Agent refers to trained and enabled LexCall employees who receive online chats via the system
 - Chatter for internal chat and history
 - Integration with Maps and GIS to display case location and other related information
 - Case Assignment Rules and related workflow rules
- Migration of data from Alice's Brain database into Salesforce Knowledge Base
- Public Community

- No Authentication Required
- Access to Salesforce Knowledge Base
- Creation of cases via Web2Case functionality
- Creation of cases via Email2Case functionality
- Basic Dashboards and Reports
- Installation and configuration of required App Exchange applications
- Integration with Waste Management system
- Integration with Code Enforcement application
- Integration with Accela (two way sync)
- Integration with legacy crm system*

*Legacy CRM refers to the data from the present 311 solution. This avoids migration of 20+million records by keeping the current records in the SQL database. Salesforce can be setup to query and search the SQL database.

Out of Scope

Any area that is not explicitly listed as “within scope” is out of scope for this engagement. Based on the understanding of LFUCG’s project and role, the following items will not be executed by NTT Data as part of this SOW:

- Integration with Traffic Engineering work order database*
*This may be handled with a change order once the project has commenced and through mutual agreement with NTT Data and LFUCG.
- Fax Integration
- Social Media Integration
- Export to Word format
- Data Migration other than Alice's Brain
- Integration with OnBase
- Integration with Employee Directory
- Integration with EnQuesta
- Authenticated Community*
* This refers to the ability for citizens to create an account (requiring licenses) to review case status via self-service. The ability to create a web2case via the unauthenticated website is in scope.
- Connection to LFUCG’s IDMS/SSO
- Multilingual Support
- Chatter Desktop
- Management of LFUCG resources

Core Configuration

The core configuration will involve configuring a base Salesforce solution that meets LFUCG’s basic requirements for day-to-day support of the citizens of Lexington. This will include configuration of the Salesforce Service Cloud, enhancements such as complex request assignments, custom reports and dashboards, workflows for automated business logic, validation rules to provide accurate and valid data entry, and data storage configuration to customize the way data is stored. The solution will also include Live Agent, web-to-case, and email-to-case functionality, offering citizens several different methods to make requests or open trouble tickets. “Public Community” will be used where no authentication is required. Problem codes as provided by LexCall will be reviewed during business requirement gathering efforts and will be included in the new design.

Knowledge Base

NTT Data will also deliver a knowledge base that will provide access to established questions and answers and other information currently stored in the repository you now refer to as "Alice's Brain." This knowledge base will be integrated into the Salesforce Service Console, allowing LFUCG to quickly search for and find answers to questions and requests from citizens.

Custom Software

NTT Data will utilize standard point-and-click configuration to the extent possible in this project in order to avoid the need for custom development. Inevitably, however, some custom software development is needed in a project of this size and scope. NTT Data professional Salesforce software developers, guided by our cloud solution lead, will work with LFUCG SMEs to validate that we have implemented the requirements that we defined in the discovery phase.

AppExchange

This is an extensive marketplace of add-ons that allows organizations to add or enhance Salesforce functionality by installing an application on top of the Salesforce Platform. Based on approval from LFUCG, we will install, implement, configure, and train LFUCG personnel on the use of the following:

- Esri GIS integration
- Address verification
- Email verification

Licensing of the application is the Client's responsibility; suggesting AppExchange partners does not imply any type of recommendation based on NTT DATA experience with the application, nor is it a warranty of third party services. Any and all such suggestions are provided as a courtesy and for convenience alone.

Integration

During the discovery process of this project, our cloud consultants will carefully document the requirements for each of LFUCG's interfaces. Later, during implementation, we expect to employ a powerful Salesforce technology known as Salesforce Lightning Connect to create one- or two-way interfaces with external systems. Integrations within scope include:

- Basic CTI Integration to Avaya phone system utilizing OpenCTI
- Waste Management
- Legacy CRM System
- Code Enforcement
- Accela
- Integration with Accela (two way sync)

Data Migration

Data migration for this project will consist of knowledge data related to "Alice's Brain". LFUCG's SQL Database will be integrated with legacy data. If other data is identified requiring migration into the project, this data will be considered out-of-scope and will be incorporated as part of the change management process.

Testing

NTT Data will work with LFUCG to implement a testing plan that covers appropriate gates to identify when a requirement is met. At a minimum, NTT Data will complete System Integration Testing internally to deem a requirement met prior to submission to LFUCG for User Acceptance Testing (UAT). It will be the responsibility of LFUCG to perform user acceptance testing. In this process, the end users of the CRM application will validate that the solution meets the agreed-upon requirements and user stories. The completion and acceptance of UAT will mark the completion of this implementation, leaving only training and the final push of our solution to a production environment.

Training

Our approach will involve direct training of end users and administrators, based upon the final customized configuration of the CRM application that you have requested. We will work with LFUCG to develop and agree to a training plan during the project.

At a minimum, we suggest a direct training approach in which we will develop and deliver training to two general audiences:

- *End Users.* We will directly train 80–100 LFUCG users.
- *Functional system administrators.* We will directly train the individuals in your organization who will be responsible for the daily administration of Salesforce.

In order to guide our efforts, we will follow NTT DATA's standard AD3A instructional design model ("Analysis, Design, Develop, Deliver, and Access"). Using AD3A, we will first analyze your training needs. Based on information we gather during analysis stage of this model, we will draw up a summary of your training needs that we will use to develop a more complete training strategy and design.

Training Delivery

Training is based on two different curricula: One curriculum for end users and a second curriculum for functional system administrators. These curricula will prepare LFUCG personnel to use the system to perform their respective jobs based on their specific role.

The Training Environment

NTT DATA will assist in the development of a training environment for use in training staff. In setting up this environment, our instructors will use a sampling of your CRM data to demonstrate the functions and tasks associated with the system we deliver. This data will also allow learners to complete hands-on lab exercises.

Supplemental Training Resources from Salesforce

Salesforce incorporates several different training and informational resources as part of the standard subscription for service, and additional Salesforce instructor-led training is also available for an additional cost. These are available to LFUCG online through Salesforce.

Identity Management and Security

Identity management and security will be provided through Salesforce's native security. Salesforce's environment utilizes an SSL3.0/TLS1.0 connection, using global step-up certificates from Verisign, ensuring a secure login each time. Roles will be maintained within the Salesforce's solution. User roles will be configured by the project team to maintain the separation

of duties and powers throughout the implementation. Identified roles within the solution will be cataloged as part of the implementation and documented.

3.3 Schedule

NTT Data will engage with LFUCG to provide expert services throughout the project on the following schedule:

	Weeks																													
	W1	W2	W3	W4	W5	W6	W7	W8	W9	W10	W11	W12	W13	W14	W15	W16	W17	W18	W19	W20	W21	W22	W23	W24	W25	W26	W27	W28	W29	W30
Discovery																														
Core Configuration																														
Knowledge Base																														
Community																														
Custom Software																														
AppExchange																														
Integration CTI (Avaya)																														
Integration Waste Management																														
Integration Legacy System																														
Integration Code Enforcement																														
Integration Accela																														
Data Migration (Alice's Brain)																														
GA																														
Validation and Push to Production																														
UAT																														
Training																														
Post Production Support																														

The duration of the engagement is anticipated to span 30 calendar weeks.

The following tasks/deliverables are proposed for this Project.

Deliverable	Month
Discovery/Design Document Month 1	M1
Discovery/Design Document Month 2	M2
Discovery/Design Document Month 3	M3
Discovery/Design Document Month 4	M4
Core Configuration Month 1	M1
Core Configuration Month 2	M2
Core Configuration Month 3	M3
Core Configuration Month 4	M4
Knowledgebase	M4
Community	M5
Custom Software	M3
AppExchange	M6
Integration CTI (Avaya)	M4
Integration Waste Management	M4
Integration Legacy System	M5
Integration Code Enforcement	M5
Integration Accela	M6
Data Migration (Alice's Brain)	M5
UAT	M7
Training	M7
Post Production Support	M8

4. DELIVERY APPROACH

4.1 Methodology

Our standard delivery methodology is a hybrid approach that combines elements of a typical waterfall methodology with aspects of iterative development. This is a proven methodology for implementing Salesforce projects and will assist with adoption assurance and communication activities.

NTT Data will provide a Project Management Plan that includes the following management plans or documents: Charter, Scope Statement, Stakeholder, Change, Configuration, Scope, Schedule, Cost, Quality, HR, Communications, Risk, Procurement. This plan will be managed by NTT Data.

Stage 1 (Planning). The NTT Data Project Manager will organize a project kickoff meeting that will include key members of LFUCG. At this kickoff, we will share our understanding of the goals of this project, introduce team members, and roles, and share information about the timelines of this project. This meeting will represent the start of the project. The NTT Data project manager will coordinate a project plan with the LFUCG PM throughout the project.

Stage 2 (Discovery). Beginning week one, the NTT Data team will begin to gather and document the identified scope of this project with LexCall staff. We will host on-site meetings led by a cloud consultant and technical lead as required from week 1 through week 13. Requirements for the in-scope items related to this project will be collected during this 13 week timeframe.

Stage 3 (Design and Review). Beginning week two, the team will use requirements gathered each week to build design documents to be used by our configuration and development team. There will be agreement from LFUCG before configuration/development begins on these documents. The results will be reviewed weekly starting in week two. We will consolidate these documents into monthly design documents that will be used for approval for invoice approval.

Stage 4 (Build). Configuration and development work is scheduled for 21 weeks of the project and will begin week 2. Builds will be based on design documents from stage 3. Each month we will use the monthly design documents to get approval from the project team for completion of work.

Stage 5 (User Acceptance Testing). We anticipate the project to be ready for UAT at week 24. LFUCG will be responsible for user acceptance testing. The NTT Data team will support your development of a user acceptance testing plan. We will provide a user acceptance testing environment, will answer questions about user acceptance testing best practices, and triage defects.

Stage 6 (Training). Training planning will begin week 22. The training plan will be agreed-upon by the team and will run six weeks. The training plan will include scheduling that works for LexCall and LFUCG, but successful training is contingent upon client resource availability.

Stage 7 (Production Release). After all configuration, development, testing, validation, and approvals are complete, we will release a final solution into production. This release will be managed according to a rollout strategy that includes communication, the backup of data and metadata, the deployment of code, and the configuration of the solution. We will also include a roll back contingency plan as part of the go-live plan. Salesforce functions in a sandbox environment which allows full testing and review before production. When this push into production is complete, the system will be live and ready to be used by LFUCG. Following go-live, LFUCG will be asked to validate and sign off on the live solution which will initiate the 30 day warranty period.

Stage 8 (Post Go Live). NTT DATA will provide 30 days of post go-live support of our final solution. After this point, LFUCG will take responsibility for support and administration of the solution. If

required, NTT DATA is willing to negotiate a time-and-materials-based extended support model. As part of this model, NTT DATA would provide additional customization work, break/fix support of customizations, and enhancements.

Adoption Assurance and Communication

Throughout the project, our delivery team will work to promote adoption of the solution we are delivering through several different activities. For this project, steps we are prepared to include are as follows:

- Weekly checkpoints
- Getting LFUCG personnel involved with design sessions, such as joint application design (JAD) sessions
- Getting your system administrator involved
- Providing assistance for your user acceptance testers. Assistance includes answering questions related to testing, providing a walkthrough of the portions of the system being tested, and any triage for failed tests.

4.2 Resources

NTT Data will provide the following resources over the course of the project to complete the requirements within the timeframe. NTT Data will update the stakeholder register with names and contact information for NTT Data and Salesforce resources involved directly in the project. In the event resources must be added or removed, the NTT Data PM will communicate with the LFUCG PM on effective dates and contact information.

Onsite as required: NTT Data Project Manager, Cloud Solution Lead, Senior Cloud Consultant.
Offsite: IT Manager and Development Team

4.3 Communications Management

The NTT DATA Project Manager will work in conjunction with the LFUCG PM to develop a communications plan that meets the needs of the identified stakeholders. At a minimum, NTT Data recommends the following:

Project Status Reports

The purpose of project status reports is to enable the project team to present the performance and progress of the engagement to all project stakeholders; and bring attention to items that need high level decision making. Project Status Reporting is an ongoing activity throughout the project life cycle. Routine Project Status Reporting is fundamental to successful project delivery in that it provides frequent opportunities for identifying and addressing problems. For this engagement, we are proposing bi-weekly status reports; however, we will work with Project Leadership to determine a frequency which is most appropriate for the Project and include it as part of the Project Management Plan.

Meetings

All NTT DATA scheduled meetings require the creation and publication of a meeting agenda. The agenda will inform the participants in advance of the meeting purpose, rationale, attendees, and expected accomplishments. Additionally, project related meetings will be documented by meeting

minutes. It will be at the discretion of the Project Manager to delegate this responsibility to a team member.

The purpose of each identified meeting type is described below.

Scheduled Requirements Meetings

Our timeline included with this SOW assumes daily scheduled discovery meetings for the first 13 weeks of the project. We will need to work with the various departments at LFUCG on coordinating schedules, but successful coordination is essential to complete the project on our proposed timeline.

Weekly Status Meetings (WSM) or Stand-up Meetings

The NTT DATA Project Manager will be responsible for coordinating weekly status meetings (WSM) or Stand-up Meetings. The purpose of these meetings is to understand the current status of the project and to address task status, resource requirements and resolution of issues and action items. The attendees for these meetings will vary based upon project phase and criticality of the issues involved. The output of these meetings provides the input to the bi-weekly status report.

Steering Committee/Executive Meetings

The NTT DATA Project Manager will work in conjunction with the LFUCG Project Manager to schedule a Steering Committee/Executive Meeting with Executive Sponsors and Project Leadership. This meeting provides a forum for executive management to review project accomplishments to date and keep apprised of any issues that will have a direct impact on the cost and/or schedule.

The agenda for the Steering Committee meetings coincide with the contents of the bi-weekly Project Status report, focusing on overall project progress to date in meeting milestones and targeted schedule dates.

Change Management is discussed whenever appropriate to evaluate adjustments (increase or decrease) in scope, timeframe, or cost, which requires LFUCG management approval.

Ad Hoc Meetings

Ad hoc meetings are held as needed to address task- or issue-specific topics at any time during the project. We would like to limit these to reduce impact to both the project schedule and LexCall's schedules.

4.4 Risk Management

Risk management enables minimization of potential damage to project objectives of schedule, cost, scope and quality thereby increasing the likelihood of success. It will be included in the agreed-upon overall Project Management Plan with LFUCG.

4.5 Project Change Management

The purpose of change management is to define and control all and only work required for achieving the project objectives, state a criterion for measuring its acceptable completeness and manage its acceptance as per the defined criteria. NTT Data will develop a change management plan as part of the overall Project Management Plan, which will require LFUCG approval.

The scope defined in the Statement of Work and subsequent approved deliverables may change during the course of the project. The change may be initiated as a result of change in requirement or other project parameters. All types of changes need to be carefully tracked and managed by applying the change management process.

NTT DATA recognizes that changes are a normal part of the project life cycle and that managing change is critical to the project's ultimate success. Managing change reinforces the "no surprises" approach of NTT DATA's management philosophy. Other advantages include:

Examples of criteria for change include:

- Any request that increases or decreases scope
- An additional deliverable not defined in the original approved project plan
- Changes to an accepted deliverable
- Time spent to investigate and/or estimate any change request
- Time lost due to unavailability of equipment needed by the project team, unavailability of LFUCG personnel, delays in expected turnaround for answers to questions, information needed, approvals, or similar happenings

Either NTT DATA or LFUCG may initiate the change process. A high-level overview of the process includes:

- The NTT DATA project team will document the change, including a description of the change and the impact on costs, staffing, deliverables, and project schedule.
- The authorized LFUCG leadership will approve or reject in 5 working days, unless we mutually agreed to a different timeline in advance.
- No work associated with the change request will begin until it has been approved.
- If approved, the project baseline cost, schedule, and so on are adjusted.

5. ASSUMPTIONS

- **Acceptance Criteria and Review.** We will mutually define, agree upon, and document detailed acceptance criteria for deliverables in advance of this project. The project schedule we are proposing incorporates a single review cycle in this process (specifically: submit, review, resolve bugs, and accept). As part of this review process, LFUCG will return one consolidated set of comments (if any) to NTT DATA. Second reviews, if necessary, will only consider defects and comments raised during the first review. Any changes to this review process and timeline will be defined during project initiation and accounted for in the project plan as long as the project schedule is not affected by the changes.
- **Acceptance Period.** To meet the schedules you have requested, over the course of the project, LFUCG will respond to NTT DATA's requests for information, data, and clarifications and make project-related decisions within 5 working days, unless we mutually agreed to a different timeline in advance. This is to prevent excessive delays or repeated delays that may impact the project schedule.
- **Ability to Shift Work.** NTT DATA has estimated the hours and costs required to complete this project based on our understanding of LFUCG, the information you have provided, and our previous system integration experience. During any given phase of this project, we may find that a particular task does not take as long as estimated. Likewise, we may find another task takes longer than we estimated. In these instances, NTT DATA may shift hours among tasks to make the most efficient use of the time and budget allocated with no corresponding change to the total fixed price.
- **LFUCG's Commitment.** Completion of the proposed scope of work will depend on the full commitment and participation of assigned LFUCG personnel. Moreover, the performance of NTT DATA will rely on certain responsibilities being managed and fulfilled by LFUCG. Delays in performance of these responsibilities may result in additional cost or delay the completion of

this project. Such delays should be handled in accordance with the change control procedure established for this engagement.

- **Governance.** LFUCG will designate a project manager who will serve as the focal point for communications with the NTT DATA team regarding this engagement. LFUCG's project manager will have the authority to act on behalf of LFUCG and its agents in all matters regarding this project. This includes, without limitation, acceptance of deliverables. In this engagement, LFUCG will be responsible for:
 - Identifying stakeholders and participants for various project related activities
 - Sponsoring all organizational change management and communications activities
 - Managing all external stakeholders, including any third-party entities that will be interfacing with LFUCG's systems.
- **LFUCG Facilities and Resources.** LFUCG will make available any facilities, software, hardware and other resources—and obtain any licenses or approvals related to these resources—that may be necessary for NTT DATA to perform the services we have proposed in this document. NTT DATA will be relieved of its obligations that are adversely affected by LFUCG's failure to promptly obtain such licenses or approvals.
- **Building and Remote Access.** LFUCG will provide administrative support to accommodate building access and coordination of facilities as reasonably requested. Also, NTT DATA may perform work offsite. NTT DATA and LFUCG will discuss and mutually agree upon responsibilities for providing remote access equipment, software, and access for offsite personnel.
- **Working Hours.** Core onsite project team availability is normally between 8:30 a.m. to 5:00 p.m. Eastern Time Monday through Friday, except official holidays recognized by LFUCG, but after-hours may be utilized to complete project work. If necessary, LFUCG will provide after-hours access to LFUCG facilities for assigned NTT DATA personnel. Also, in order to accommodate travel schedules, assigned NTT DATA personnel may work hours and days other than those defined as core business hours.
- **Excused Event/Savings Clause.** NTT DATA will not be responsible for any delay or failure to meet milestones, and such failure will not be subject to a claim of default or termination, to the extent such failure is due to force majeure events, acts or omissions of a party other than NTT DATA and our subcontractors (if any), or errors or defects in systems and resources of LFUCG or third parties. In the event that such a delay or failure is caused by LFUCG or its agents, NTT DATA will be paid reasonable, documented, and auditable charges directly resulting from such delay or failure, including, without limitation, those costs incurred by NTT DATA for root cause analysis requested by LFUCG.
- **Design Documents and Use Cases Have Priority.** NTT DATA will deliver a final design deliverable based on LFUCG's business process and the work flow templates provided to NTT DATA in writing during the design phase. Any objectives listed in the RFP or other mutually agreed-upon high-level functional requirements for the project will be defined further in functional design documents and use cases approved by both NTT DATA and LFUCG. These approved design documents and use cases will take precedence over the objectives and high-level requirements articulated in the RFP with respect to determining project requirements or acceptance criteria.
- **Design Changes Following Final Design Approval are Subject to Change Control.** Any new or changed business process or work flow template provided by LFUCG after LFUCG's final acceptance of a detailed design that impacts the development of work products or final

deliverables will be considered a change to scope and managed through the change control process. Also, any modifications requested by LFUCG to previously accepted work products and deliverables will be subject to the change control process.

- **Data Migration.** Alice's Brain database is the only data that will be migrated into Salesforce.
- **Legacy System.** Data will not be migrated from the Legacy CRM system, instead the expectation is that NTT DATA will use native Salesforce point and click technology (Lightning Connect) to create an integration with that database system.
- **Third Party Add-Ons.** We assume that we will use third party add-on applications, sourced from the Salesforce AppExchange, whenever appropriate and possible in order to minimize the customization requirements of this project and maximize the functionality of our solution. NTT DATA will make recommendations on which apps to use, but the final decision will be the responsibility of LFUCG. Any license fees or other charges incurred from these apps will also be LFUCG's responsibility.
- **Integration.** Integration with systems external to Salesforce will be required, those systems include Waste Management, Code Enforcement, Accela and ESRI. Integration with other systems external to Salesforce is not required.
- **Middleware.** We assume that integration will not require additional middleware tools and that we can use the native, built-in capabilities of Salesforce Lightning Connect to create interfaces to the systems defined in the Interfaces section of your RFP. If middleware is needed, this could have implications for the project budget and timeline.
- **Active Directory.** We assume that we will use the native single sign-on capabilities available within Salesforce to provide the Active Directory integration and functionality you have requested. If this is not possible, this could have implications for the project budget and timeline.
- **Salesforce Community.** We assume that your requirements for Salesforce Community, the self-service portal, will be limited to citizen access to alerts, Salesforce Knowledge, and web-to-case functionality. We also assume that you do not require NTTD to create a new LFUCG website and that we can display all Salesforce based information and functionality on your existing website by using an <IFRAME> tag or similar functionality. No functionality requiring user authentication will be implemented or required.
- **Social Media.** Integration with Social Media is not expected to be part of this implementation.
- **Alerts.** We assume that we can make use of Salesforce native functionality such as Home Tab updates and Salesforce Chatter (a workplace collaboration feature) to meet your requirement for internal alerts. As for external alerts, we assume we can provide them through community website updates and, on a limited basis, through email blasts.
- **Licenses and Fees.** All licenses, monthly charges, or other fees associated with Salesforce and third-party applications from the Salesforce AppExchange will be the responsibility of LFUCG.
- **System Test Plan.** In this engagement, software code and applications will be tested and defects will be identified in accordance with a mutually agreed-upon test plan using test cases developed by NTT DATA. NTT DATA will assign defect classification in accordance with this test plan. If the application performs in accordance with the test plan and test cases, it will be accepted by LFUCG. Any requests for additional functionality or requests for the application to

perform in accordance with different test or use cases will constitute a change subject to the change control process.

- **Performance Test Plan.** Performance testing is outside the scope of this project.
- **User Acceptance Testing.** User acceptance testing and configuration management is the responsibility of LFUCG and LFUCG's assigned third parties. LFUCG will be responsible for preparing and executing the user acceptance test plan. LFUCG will be responsible for populating the acceptance test database with accurate data. NTT DATA will work with LFUCG to define user acceptance criteria and LFUCG will not unreasonably withhold acceptance. NTT DATA will review and comment on the user acceptance test plan. Where necessary, NTT DATA will assist LFUCG's acceptance test team in interpreting the results of the test. LFUCG and NTT DATA will discuss the findings and resolve agreed upon defects in an expedited manner. LFUCG will also provide knowledgeable technical resources to assist with system configuration, performance testing, parallel testing, and user acceptance testing of the application in the timeframes allocated in the final detailed work plan that was accepted by LFUCG.
- **LFUCG Responsible for Source Data Accuracy.** LFUCG will be responsible for validating the accessibility and quality of source system data in order to enable NTT DATA in the data migration process. NTT DATA will be compensated via change order for any unplanned effort related to inaccurate or missing system data.
- **LFUCG Responsible for Legacy Systems.** If necessary, LFUCG will be responsible for providing and supporting any legacy systems and application modifications to legacy systems.
- **Data Conversion.** LFUCG will be responsible for providing data prepared for import. This will include any required validation, correction, deduplication, or conversion of data to a usable format.
- **Escrow of Source Code.** NTT DATA would be happy to offer source code for escrow for any custom coding we provide as part of this solution. As we have indicated, our goal will be to emphasize the point-and-click functionality of Salesforce whenever possible.

General Assumptions

- This estimate assumes a start date of 9/19/2016 – however, the timeline will need to be revised upon SOW approval and readiness of LFUCG following their move to the new facility and phone setup.
- LFUCG may purchase the required Salesforce.com licenses, and product support and maintenance directly from Salesforce.com.
- NTT Data will offer additional support based on a T&M model separate from the current pricing model. The primary purpose of this additional support will be to handle customization break-fixes and enhancements.
- The delivery of these services are dependent on your involvement - your ability to provide accurate and complete information as needed, your timely and effective completion of the responsibilities as identified herein, the accuracy and completeness of the Assumptions, and timely decisions and approvals by your management.
- LFUCG will provide suitable office space (desk, telephone, network connectivity) as needed for NTT DATA staff working onsite.
- NTT Data will supply expert resources to address the above scope areas only.
- LFUCG will provide access to resources with knowledge of both the technical workings and the business context of the data for all legacy sources of data included in integrations.

- NTT Data resources can be allowed to work remotely.
- If any Firewall restrictions are identified, LFUCG will open them up to NTT DATA as needed in order to facilitate the integration with Salesforce.com.
- Any middleware that needs to be created can potentially change the timeline due to complexity and security concerns. Any changes will be handled as described in the Change Management Section of this SOW.
- Because NTT DATA is not the manufacturer or developer of Salesforce.com’s products or services, their operation with respect to processing and securing data, are only warranted under the terms and conditions of the Salesforce.com service terms.
- NTT DATA shall not be responsible for any failure to meet milestones or provide deliverables, and such failure shall not be subjects to a claim of default or terminations, to the extent such failure is due to force majeure events, acts of omissions of a party other than NTT DATA, or errors of defects in LFUCG’s or a third parties’ systems and resources.
- The LFUCG Administrators will have a basic understanding of the SalesForce.com platform.

6. PRICING

Fees for professional services have been estimated based on the information provided by LFUCG. The following price is based on system development, implementation, training and other services/materials (including travel) required to implement and deliver the Salesforce solution. Invoicing will be based on monthly review and approval of deliverables by LFUCG.

Estimated Project Price

The proposed project is estimated to be approximately \$810,716.72 USD.

Deliverable Invoicing	Amount
Month 1	
Discovery/Design Document Month 1	\$44,302.66
Core Configuration Month 1	\$39,223.77
<i>Month 1 Total:</i>	<i>\$83,526.43</i>
Month 2	
Discovery/Design Document Month 2	\$44,302.66
Core Configuration Month 2	\$39,223.77
<i>Month 2 Total:</i>	<i>\$83,526.43</i>
Month 3	
Discovery/Design Document Month 3	\$44,302.66
Core Configuration Month 3	\$39,223.77
Custom Software	\$55,739.65
<i>Month 3 Total:</i>	<i>\$139,266.08</i>
Month 4	
Discovery/Design Document Month 4	\$44,302.66
Core Configuration Month 4	\$39,223.77
Knowledgebase	\$25,465.02
Integration CTI (Avaya)	\$35,762.07

NTT DATA

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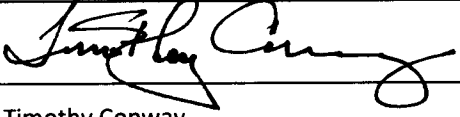
Integration Waste Management	\$36,378.60
<i>Month 4 Total:</i>	<i>\$181,132.12</i>
Month 5	
Community	\$45,109.47
Integration Legacy System	\$30,558.03
Integration Code Enforcement	\$34,195.89
Data Migration (Alice's Brain)	\$19,644.45
<i>Month 5 Total:</i>	<i>\$129,507.84</i>
Month 6	
AppExchange	\$27,819.23
Integration Accela	\$38,732.81
<i>Month 6 Total:</i>	<i>\$66,552.04</i>
Month 7	
UAT	\$23,733.53
Training	\$76,469.35
<i>Month 7 Total:</i>	<i>\$100,202.88</i>
Month 8	
Post Production Support	\$27,002.90
<i>Month 8 Total:</i>	<i>\$27,002.90</i>
TOTAL PROJECT PRICE:	\$810,716.72

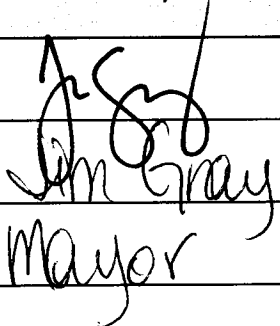
5.3 Payment of Fees

In consideration of Contractor's performance of the services, LFUCG shall pay to NTT DATA the fees based on work performed and through deliverable acceptance provided by NTT DATA.

Payment shall be made within the period stipulated in the Invoice.

Statement of Work Approved by:

NTT DATA, Inc.	
Signature: 	Date: 9/21/2016
Print Name: Timothy Conway	
Title: President, US Public Sector	

Lexington-Fayette Urban County Government	
Signature: 	Date: 13-Oct-2016
Print Name: Jim Gray	
Title: Mayor	

Lexington-Fayette Urban County Government	
Signature:	Date:
Print Name:	
Title:	

Lexington-Fayette Urban County Government	
Signature:	Date:
Print Name:	
Title:	