



LEXINGTON

**REQUEST FOR PROPOSAL FOR INFORMATION TECHNOLOGY CONSULTING
AND TECHNICAL SERVICES
RFP #5-2021**

Submitted by:

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110 W Vine St., 3rd Floor, Lexington, KY 40507





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Executive Summary

Metaformers, Inc. is pleased to submit this response to Lexington-Fayette Urban County Government (LFUCG) request for proposals for Information Technology Consulting and Technical Services, #5-2021. Metaformers meets all necessary requirements listed in the RFP and is qualified to complete the work.

Metaformers specializes in PeopleSoft for Local Government and has done so for over 20 years. Quite simply, the scope of this work in which Metaformers excels, and is why organizations like **The [REDACTED], Lexington-Fayette Urban County Government and the [REDACTED] have called on Metaformers to manage the transformation of their systems and processes within PeopleSoft.**

We believe now more than ever it is essential that organizations like LFUCG become more efficient, optimized and accurate when it comes to PeopleSoft systems and data. While our core software competencies are PeopleSoft Oracle SaaS, Taleo and Hyperion, we are experts at helping customers transform by streamlining processes and implementing best practices. This increases user satisfaction and delivers a high return on investment. We have carefully considered your detailed requirements and goals, and present to you a forward-thinking solution based on Metaformers' expertise and unique methodology focused on *People Driven ROI™*.

We believe it is essential The City selects a partner that focuses on the value to the organization and its people from beginning to end of the project and a partner that helps senior executives refine their vision and establish a long-term path to ROI. Each of these attributes is at the core of Metaformers' mission.

Metaformers was introduced to LFUCG in 2006 after concerns with the initial PeopleSoft implementation. Following the resolution of those issues through the provision of executive support, senior subject matter experts and a commitment to providing solutions as a partner, LFUCG began to realize Return on Investment from their PeopleSoft solution. Following the success of the Financials project, Metaformers was awarded the implementation of PeopleSoft HCM, Treasury, and Enterprise Services Automation solutions for LFUCG. That project, named Project Synergy, concluded in 2009 with the successful implementation of all solutions. The city's CIO projected Return on Investment of \$5m per annum for the city based on the deployed solution. Metaformers has continued to provide support to LFUCG for Internal Audit and HR for the transition of Payroll Management and Open Enrollment, as well as projects that included the migration back to PeopleSoft Benefits from SelereX and support for PPCA reporting as defined by the Affordable Care Act. Metaformers also completed in 2016 the deployment of Hyperion Cloud

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Metaformers' technical expertise and strategic guidance as our software implementer allowed Lexington to dramatically improve the way it does business. The team's fundamental understanding of government enterprises, its unbending commitment to best practices, and its relentless pursuit of a lasting return on our technology investment has helped set Lexington on a path to greater productivity — welcomed news in a difficult economy.

KYNA KOCH
COMMISSIONER OF FINANCE
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT





services to support the city’s budget development and management processes. Most recently Metaformers partnered with LFUCG to upgrade the PeopleSoft applications to 9.2 and migrate the solution to the Oracle Cloud. We are currently working on PUM updates, GASB-87 and deployment of PARs for the organization. This deep level of expertise in the city’s operations, the solutions deployed, and our commitment to LFUCG’s success makes Metaformers the premier solution to the organization.

In addition, there are several fundamental advantages that this team brings to LFUCG, including:

PEOPLE-DRIVEN ROI
 We focus first on your people and processes, providing what we call People-Driven ROI. We recognize that technology is a strategic transformation and modernization enabler, though it is your people’s ability to gain tangible long-term results that is the primary ROI driver. The result is real, measurable ROI and value to the organization and its people.

PEOPLESOFT EXPERTISE
 Metaformers specializes in transformational PeopleSoft projects. Time and time again State and Local government clients have called on us to help create efficiencies, implement best practices and new functionality to empower business users. The team we are proposing for this project has unmatched PeopleSoft experience.

PROCESS OPTIMIZATION
 Optimizing business processes and improving efficiency is at the core of our methodology and baked into every project we complete. During every step of the project, we’re looking at opportunities for improvement and ROI. The result is that our clients get more for their money when working with Metaformers.

100% SUCCESS RATE
 Metaformers is very selective about the projects we take on. We only bid on projects that we truly believe are a great fit for us and the client. Because of this philosophy, we have a 100% success rate. Quite simply, our projects don’t fail.

Metaformers offers LFUCG a balanced risk and cost approach to achieving the business goals defined in by the organization, and we look forward to the opportunity to once again serving the Government and citizens of Fayette County.

As an authorized officer of Metaformers, I hereby certify that the information submitted are true and complete to the best of my knowledge

Sincerely,

Andrew Beck
Vice President of Global Operations, Metaformers
703.801.8936 | Andrew.Beck@metaformers.com



Technical Response

This section provides requested information in relation to Metaformers pricing. The information is confidential to the Metaformers Team, would be valuable intelligence for our competition, and is provided to LFUCG for the sole purpose of the review of our response to this RFP prior to award and internal use by members of LFUCG to review our offering post-award. Metaformers considers this information proprietary, and it is not to be made publicly available or disclosed to any external entities or third parties. We therefore request that this entire section and subsections of the Proposal be treated as confidential, proprietary information.

Company Information

Company name: Metaformers, Inc
Addresses: HQ – 105 Centennial Park Drive, Suite 105, Reston, VA 20191
 Local: 110 W Vine St, 3rd Floor, Lexington, KY 40507

Identify all business partners you have with technology and consulting firms:

Metaformers primary partnership is with Oracle who provide software, and infrastructure solutions. We also have multiple partnerships with related technology providers, including Kronos, Time Clock Plus, Bar Code Scanners, and Maximo. We also partner with a number of MWDBE organizations throughout the country to satisfy public sector requirements for allocations.

Provide resumes for all individuals being submitted for work under this RFP, along with the following information:

Resumes for example resources are included in Appendix C. This list is representative of resources available to LFUCG, however, is not exhaustive, with Metaformers having access to over 45 employees and 200+ sub-contractors

Resource Level	Resource Name	Local	Hourly Rate	Expenses	Employee or Contractor
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Number of years your company has been providing technology/consulting services: 20 years

References

Metaformers is pleased to provide the following references, including the Deputy CIO of the organization who has worked collaboratively with Metaformers for over 16 years.

Organization	LFUCG	[REDACTED]
Address	200 E Main Street Lexington, KY 40507	[REDACTED]
Contact Name	Chad Cottle	[REDACTED]
Contact Role	Deputy CIO	[REDACTED]
Contact Communication	ccottle@lexingtonky.gov	[REDACTED]

Support Services

Metaformers provides support services through our Center of Excellence. This group is able to provide: Managed Services, Project Management, Functional, Technical, and Security support. Metaformers leverages MetaTrack, our cloud-based ticketing solution that allows LFUCG to create and monitor tickets through progression to resolution.

1. *Is help desk support available?*

Metaformers offers a center of excellence help desk that supports all aspects of ERP development and deployment. The center of excellence is currently providing Managed Services to LFUCG for PeopleSoft operations. The team utilizes MetaTrack as a ticket management solution.

2. *When is support available throughout the week?*

Metaformers is able to offer up to 24x7 help desk coverage for clients. At this time, the Managed Services team provides LFUCG with work-week coverage, with exceptions for deployments over weekends, and updates in the evenings. Account Management is available to the LFUCG team 24x7 through the local Account Manager, Andrew Beck.

3. *Do you provide a process for escalating support issues?*

Any issue the LFUCG needs to escalate would initially be escalated to the Project Manager for any initiative underway. The second level of escalation is to your Account Manager, who is a Vice President in the organization. If that is not resolved to your satisfaction, the third and final level of escalation is to the Metaformers CEO, Ed Bouryng.

4. *How are charges for support structured, documented, and tracked?*

Metaformers tracks time using the MetaTrack solution for support offered by the Managed Services team through our Center of Excellence. The Managed Services team records time per incident and queries/views have been provided to DES to monitor usage.

Consulting

Metaformers offers over 20 years of experience with: requirements gathering, strategic planning, process documentation, needs assessments, solution selection, disaster recovery, ERP governance, ERP Project Management, ERP Security, or other ERP Services. We have experienced

resources in each area and have provided services for LFUCG that encompass all activities outlined.



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Outstanding project management allowed for quick issues resolution. We saw immediate progress, and with Metaformers' understanding of our present state and processes, changes were implemented quickly. These factors allowed the project to be completed within both our timeframe and budget.

ALDONA VALICENTI
CHIEF INFORMATION OFFICER
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

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Attachment A

Technology	Experience	Comments
Patch Management	20+ years, 15 team members	
PeopleSoft HCM 9.2, PUM 36 and higher	10+ Years, team members	Experience is not release specific. The team has worked with 9.2 since 2013
PeopleSoft FSCM 9.2, PUM 37 and higher	10+ Years, team members	
PeopleTools 8.57.11	10+ Years, team members	
Microsoft Windows Server (2012, 2016) and the latest generally available release (currently Windows Server	5 years, 5+ team members	
Microsoft 365, Architecture and Design	5 years, 5+ team members	
Ruby	10+ years, 3 team members	



Attachment B

Service		Rate	Notes
Database Design	SQL Server SQL Server Express MySQL Oracle	\$150-\$200	Rates will with contingent on resource level requirements
Consulting	Disaster Recovery/Bus Continuity Technical Requirements Gathering IT Strategic Planning IT Governance IT Project Management Certified Project Management (PMP) Software Development PeopleSoft HCM (9.2) PeopleSoft FSCM (9.2) Requirements and Design	\$150-\$220 \$105-\$175 \$175-\$225 \$225 \$175 \$175 \$145 \$105-\$225 \$105-\$225 \$105-\$175	Rates will with contingent on resource level requirements
Enterprise DevOps & "Cloud"	Cloud Architecture and Design Code Deployment and Maintenance Enterprise System Administration Version Control Platform as a Service (Paas) Software as a Service (SaaS) Infrastructure as a Service (IaaS)	\$150-\$225	Rates will with contingent on resource level requirements
Software Development	Ruby	\$135-\$175	Rates will with contingent on resource level requirements
Server Application Implementation	Microsoft SQL Server Microsoft Windows	\$145-\$205	Rates will with contingent on resource level requirements



Appendix A – Required Documentation

Affirmative Action Plan

Metaformers is committed to supporting an Equal Opportunities Workplace.

1 Recruitment/Advertising

- i. All employment advertisings will include a statement that our company is an Equal Opportunity Employer
- ii.
- iii. Specific affirmative action in the areas of recruitment and hiring in terms of the employment of minority individuals and business will be taken to ensure equal employment opportunity and shall include but not limited to the following:
- iv.
 - a. When vacancies occur, Metaformers, Inc will favor utilizing minority media, where available, that have greater minority readership, using the term “Equal Opportunity/Affirmative Action Employer” in all such employment opportunities.
 - b. With respect to the use of part-time college students and/or co- ops, efforts are currently made to include minority candidates in the interview/hiring process.
 - c. Metaformers, Inc. will refer to its Affirmative Action Policy Statement on its employment application to reaffirm its commitment to equal employment opportunity.

Our company’s equal employment opportunity policy will be displayed on our website.

Metaformers, Inc currently seeks to increase the flow of minority applicants through community resources, including governmental referral programs with placement opportunities. Such public and private employment offices and business contracts will be advised in writing of its AAP/EEO policy and will be urged to refer qualified minority applicants as needed.

Metaformers, Inc will consider minority applicants for vacancies in all job classification in conjunction with its established policy, including advancement and promotion from within on the basis of individual qualifications, potential and job performance.

2. Hiring Procedures

- I. All positions will be filled without regard to race, color, religion, sex or national origin
- II. Metaformers, Inc. currently utilizes its best efforts to hire qualified minority applicants for employment when vacancies occur. Metaformers, Inc. maintains a policy of equal opportunity in employment that is communicated to all levels of management and Consultation for hiring purposes.
- III. Employment testing is conducted without regard to race, color, religion, sex or national origin.

3. Promotion Procedures

Metaformers, Inc. will afford promotions and advancement opportunities to all qualified employees through the following affirmative actions:

- I. Communicate policy of promotion from within of qualified employees to all employees without regard to race, color, religion, sex or national origin when such advancement opportunities occur, and during performance reviews.
- II. Post-promotional opportunities in a conspicuous place for all employees' awareness.
- III. Brief supervisors at all levels of management of Metaformers' affirmative action promotion policy and its intent to ensure utilization of all qualified personnel at all job levels.
- IV. Review objectively all qualifications of all candidates for promotion from within.

4. Training Procedures

As part of any tuition reimbursement program, and in support of the affirmative action, special effort will be made to ensure that minority employees are aware of the program.

All available training and development programs within the company will be reviewed periodically and made available to all employees.

5. Publicity External

- I. In the development of employment related company brochures and direct mail flyers, and external publicity material an affirmative action statement will be included with the printed material.
- II. External publicity material that includes photographs of staff should demonstrate our diverse workforce. **Internal** Development of new procedures, policies and other administrative internal publications will include a statement of affirmative action, and in particular, place special emphasis on the recruitment and utilization of minority employees.

6. Grievance Procedures It is the policy of Metaformers, Inc. to provide a non-discriminating procedure for every employee to express a complaint or personnel concern about his or her employment or benefits that are administered and implemented by the company. In the event of such an occurrence, the following procedure will be followed for resolution:

- I. Employees are encouraged to report the grievance to his/her immediate supervisor
- II. If reporting to the immediate supervisor is not satisfactory, a meeting will be scheduled with the affirmative action officer, who will listen and respond to each complaint in a fair and non-discriminating manner.
- III. Should the verbal processes not suffice the Affirmative Action Officer will assist the aggrieved employee to direct a letter to the company's President, asking for consideration of the grievance. Any such letters will be answered in a timely manner, in writing, to the employee.
- IV. Should all of the above fail, the President will schedule a face-to-face meeting with the employee and will make every effort to understand
- V. and resolve his or her problems in a fair and equitable manner.
- VI. Each formal grievance will be documented in writing and forwarded to the Affirmative Action Officer for timely resolution.
- VII. The company's CEO will be responsible for approving any policy or procedure change required to mitigate discrimination.



VIII. Retaliation is prohibited. No harm or retaliation against any employee filing a grievance will be tolerated. All employees may seek assistance from the Affirmative Action Officer at any time.

7. Program Reporting and Monitoring

The affirmative action plan, along with all employment and other related statistical and/or records, is available for review during normal working hours. These records are located at 105 Centennial Park Drive, Suite 105, Reston, VA 20191

Executive Officer in Charge – Edward Bouryng
Affirmative Action Program Officer – Paul Stewart

A periodical reporting and auditing system has been established internally for the purpose of measuring EEO progress and for updating the affirmative action plan annually.

8. Procurement Policy

It is the policy of Metaformers, Inc to afford equal opportunity to all vendors and that suppliers of materials or firms providing goods and services shall not be discriminated against based upon the owner’s race, age, sex, religion, disability, color, national origin or status as a veteran. Metaformers Inc. will:

1. Solicit bids from all qualified firms regardless of ownership and will utilize lists of qualified vendors maintained by the Chief Financial Officer.
2. Evaluate all bids so as to further the principles of non-discrimination and equal opportunity.
3. Ensure that final purchases are in accordance with the principals of equal opportunity.
4. Ensure that all procurement actions such as repeat purchases, extensions, change orders, acceptance policy, etc. will be administered without regard to race, age, sex, religion, status as a veteran or national origin.

I firmly endorse and support our equal opportunity program and have established an affirmative action program to ensure our continued commitment.

Ed Bouryng
CEO/President



Affidavit

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

1. His/her name is Andrew Beck, and he/she is the individual submitting the proposal or is the authorized representative of Metaformers, Inc, 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."
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

Andrew Beck

STATE OF KY

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by ANDREW BECK on this the 25 day of March, 2024

My Commission expires: 08/31/23

Landry Funderburk
Notary ID: 629197
Fayette County
Exp: 08/31/2023

Landry Funderburk

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 disability.

- 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

Metaformers, Inc
Name of Business



Workforce Analysis Firm

Name of Organization: _____ Metaformers, Inc _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	2	1	1													1	1
Professionals	31	12	2	1	5	0	6			1	2			1	1	15	16
Supervisors	9	6	2		1											6	3
Office /Clerical	3		1				1				1						3
Total:	45	19	4	1	6	0	7			1	3			1	1	22	23

Prepared by: _____ Andrew Beck _____
 (Name and Title)

Date: __ 03 / __ 16 / __ 2021 __
 Revised 2015-Dec-15

WMDBE Participation Form

Bid/RFP/Quote Reference # 5-2021

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
Diverse Staffing, Amber Amores-Villalobos, 7135 Waldemar Drive, Indianapolis, IN 46268	Staffing Services for projects as needed by RFP specifications	TBD depending on RFP's for actual project work	TBD depending on RFP's for actual project work

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.

Metaformers, Inc
Company

3/25/2021
Date



Company Representative

Vice President of Global Operations
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. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
20. 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.

03/29/2021

Signature

Date



Firm Submitting Proposal

Firm Submitting Proposal: Metaformers, Inc

Complete Address: 110 W. Vine Street, Lexington, KY 40507
Street City Zip

Contact Name: Andrew Beck **Title:** Vice President of Global Operations

Telephone Number: 703.801.8936 **Fax Number:** 877.870.5066

Email address: Andrew.Beck@metaformers.com
















Appendix B – Assumptions

This section provides requested information in relation to the Metaformers proposal. Proposal information is confidential to the Metaformers Team, would be valuable intelligence for our competition, and is provided to LFUCG for the sole purpose of the review of our response to this RFP prior to award and internal use by members of LFUCG to review our offering post-award. Metaformers considers this information proprietary, and it is not to be made publicly available or disclosed to any external entities or third parties. We therefore request that this entire section and subsections of the Proposal be treated as confidential, proprietary information.

The following are basic assumptions based on consulting engagements. Any project specific assumptions will be added as scopes of work are defined by the LFUCG.

Project Management

-  The Metaformers Team assumes the involvement of the LFUCG leadership in supporting and directing any program, including making available resources identified in the approved project plan.
-  The LFUCG is responsible for providing approval and signoff of final project deliverables.
-  The LFUCG shall make available internal resources, defined as personnel and equipment, in line with any schedule agreed upon by the LFUCG and the Metaformers Team.
-  There will be a final baseline project plan for each project accepted by both the Metaformers Team and the LFUCG during the initial plan phase of the project.
-  The LFUCG team will immediately notify the Metaformers Team of any external factors that could impact any plan and implementation.
-  LFUCG will provide systems expertise, both functional and technical, for all source systems impacted.
-  Hardware and requisite software licenses are acquired by LFUCG in advance of project start.
-  The LFUCG will allow access to all required systems within two (2) days of project start.
-  The LFUCG will provide the Metaformers Team with sufficient knowledge transfer for internal systems, processes, and procedures specific to the LFUCG and required to be used during the execution of the project.
-  Any delay impacting operations caused by Acts of Terrorism or Acts of Nature are considered unavoidable delays in the project execution.
-  The LFUCG team will provide access to documentation within two (2) business days after the initial request has been made.
-  All representations made by LFUCG employees and authorized contractors will be taken as fact. The LFUCG shall be responsible for any and all project schedule and cost impacts resulting from the provision of incorrect information to the Metaformers Team.
-  All documentation provided to the Metaformers Team shall be presumed to be accurate. The LFUCG shall be responsible for any and all project schedule and cost impacts resulting from the provision of incorrect documentation to the Metaformers Team.



Appendix C – Resumes

Appendix D – FOIA Letter

March 29th, 2021

Subject: RFP #5-2021 Information Technology Consulting and Technical Services

Dear Mr. Slatin,

In response to The Lexington-Fayette Urban County Government (LFUCG) request for proposals #5-2021, Metaformers, Inc. (“Metaformers”) hereby submits its Freedom of Information Act Redaction Request.

This Request sets forth the information in Metaformers proposal that is proprietary and/or trade secret information and as such is protected from disclosure to the general public under Kentucky State law, exempting from disclosure records which are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise.

The portions of Metaformers response that Metaformers considers to be protected consist of information that Metaformers does not make available to its competitors, nor discloses publicly. Metaformers normal business practice is to keep this information confidential, with only very limited release to sources outside the company under a confidentiality agreement or restrictive legend. Disclosure of this information to Metaformers competitors would allow them considerable insight into Metaformers trade secrets and business operations and result in substantial competitive harm to Metaformers. Disclosure could also substantially impair Metaformers ability to negotiate with prospective clients.

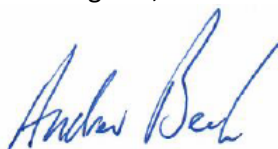
Metaformers has set forth in the chart below the specific sections of its proposal that fall within the scope of this redaction request, the information to be protected, and the reason why the information should not be disclosed to the general public.

Section Names	Data/Material to be Protected	Reason Why Protection is Necessary
Technical Proposal	metaform™ Methodology	Unique and proprietary to Metaformers. Disclosure of Metaformers methodology information will result in substantial competitive harm to Metaformers. This procurement is similar to many awarded by local government organizations involving similar requirements, and it is likely that LFUCG will solicit similar requirements in the future. Metaformers remains in competition with numerous companies within the industry that would compete for these requirements. If LFUCG were to release Metaformers methodology information Metaformers competitors will gain an advantage in understanding how Metaformers performs the work.

Section Names	Data/Material to be Protected	Reason Why Protection is Necessary
Rate Tables, Resumes, References	Consultant names and contact information as well as client names, project descriptions and all related information	<p>This information is covered by strict confidentiality agreements with our clients. Public release of this information would put us in breach of our current client agreements and would harm Metaformers ability to conduct future negotiations with prospective clients learned that Metaformers was unable to maintain its confidentiality requirements.</p> <p>In addition, the identification of Metaformers clients would allow a competitor to assess Metaformers past performance on contracts providing them with a competitive edge. Additionally, releasing consultant names and information provides competitors opportunity to recruit the Metaformers team for directly competing opportunities.</p>
Rate Tables	Rates and Cost	<p>Disclosure of Metaformers rate proposal information will result in substantial competitive harm to Metaformers. This procurement is similar to many awarded by local government organizations involving similar requirements, and it is likely that LFUCG will solicit similar requirements in the future. Metaformers remains in competition with numerous companies within the industry that would compete for these requirements. If LFUCG were to release Metaformers labor categories and associated labor rates Metaformers competitors will gain an advantage in understanding how Metaformers performs the work and be able to "ratchet down" their own pricing to underbid Metaformers in future procurements. Any competitor with knowledge of Metaformers pricing or usage of labor categories would be in a position to compete more effectively, with a competitive advantage over Metaformers. As such, Metaformers cost proposal should be withheld from disclosure. Public disclosure of confidential proprietary pricing information contained in the cost proposal would unfairly benefit competitors and disclosure would likely result in substantial competitive injury to Metaformers by revealing essential information about its previously successful approach to bidding.</p>

If there are any questions regarding this request, please contact me

Best Regards,



Andrew Beck | 703.801.8936 | Andrew.Beck@metaformers.com