Section 1: Introduction

This section provides a company introduction, point of contact, and office locations.

1.1 About Swova

Swova is a nationwide leading provider of GIS professional services, development services, and solutions. Swova's primary business functions are to provide superior professional services and support in the following areas: Web GIS, web services, ArcGIS for Server, ArcGIS Portal/Online, mobile apps, custom application development, database development, workflow development, transfer of knowledge, documentation, and training. We were established in 2004 and are an authorized Esri Business Partner. With office locations in the St. Louis, Missouri area and Fort Mitchell, Kentucky, we are positioned to provide Lexington-Fayette Urban County Government (LFUCG) top-notch professional services and solutions. Swova operates as an S Corporation and is 100% employee owned.

| N | • |
|-------------------------|--|
| Corporate Name: | Swova |
| Corporate Address: | 418 Highland Avenue, Ft Mitchell, KY 41017 |
| · | |
| Corporate Phone Number: | 859.344.1383 |
| Years in Business: | 12 |
| Geographic Reach: | United States |
| Minority/Women-Owned: | Women-owned |
| Website: | www.swova.com |
| Partners: | Esri |
| | Geographic Reach: Minority/Women-Owned: Website: |

Swova looks forward to assisting LFUCG with our GIS professional and development services. We have proven client successes from our service offerings. We do not develop or provide off-the-shelf products or solutions. This uniquely qualifies us to work with LFUCG on your specific needs and requirements to determine the optimum workflow, process, configuration, and development path to meet your immediate and long term GIS needs.

1.2 Swova Contact Information

Proposal Point of Contact:

Lindsay Tracy, Technical Account Manager Swova 418 Highland Ave. Fort Mitchell, KY 41017

T: 859.813.5153 M: 618.973.1158 F: 775.206.1196

E: lindsay@swova.com

1.3 Swova Office Locations

Kentucky Office:

Swova 418 Highland Avenue Fort Mitchell, KY 41017

Illinois Office:

Swova 696 Blvd de Cannes Edwardsville, IL 62025

Other Location Notes:

In addition to our Fort Mitchell, KY location, Swova has one remote staff located in Lexington, KY. Other remote staff locations include Kansas City, KS, St. Louis, MO, and Melbourne, FL.

1.4 Effective Period of Proposal

Swova's proposal for LFUCG IT Consulting and Technical Services in response to RFP #13-2016 dated March 31, 2016 will remain in effect for 6 months after the proposal date or 180 days.

Section 2: Swova Qualifications and Relevant Experience

This section provides Swova's industry and project qualifications, relevant Swova experience to LFUCG's requirements, and Swova project references with contact information.

2.1 Swova Qualifications

Swova has proven qualifications to meet LFUCG's requirements as specified in the RFP. Swova personnel has a combined experience of more than 80 years in the GIS and IT industry. We have extensive experience in the implementation of the ArcGIS Platform, including database design in Oracle and SQL Server, as well as programming and web development in many languages to support applications.

Swova will provide LFUCG with our abundant industry experience, our cutting edge understanding of Esri's ArcGIS platform and its implementation, and our extensive programming knowledge. Swova has supported LFUCG's GIS needs in recent years, including ArcGIS system review, update, and web development. Swova will count it a privilege to work with LFUCG again.

As an Authorized Esri Business Partner, we are Esri ArcGIS® implementation and design specialists.



We have the following GIS implementation and support experience:

Data Management

- data modeling/database design
- migrating and loading data into customer specific data models that adhere to their best practices
- data integration between other systems and GIS
- enterprise database administration (SQL Server and Oracle)

Mobile Applications

- tablet and smartphone application identification and specifications
- ArcGIS template applications configuration and deployment
- custom mobile applications (iOS, Android, and Windows) and web-based mobile applications
- task-oriented focused applications
- edit/update feature attributes from device (online or offline)
- use device camera for capturing images in the field

Application Development

- configure and extend applications to meet departmental/functional requirements
- WCF services to support GIS web applications
- custom tool development to automate and integrate processes
- integrate reporting services and reports into web applications

Data Maintenance

- workflow development and end- user training for data maintenance and integrity
- geoprocessing for simplifying and automating GIS processes
- custom applications for simplified data maintenance procedures
- incorporation of CAD, GPS, and field data
- integration with existing business processes
- on-going on-site and remote technical support

Web-based Applications

- ArcGIS web applications identification and specifications
- ArcGIS template web applications configuration and deployment
- ArcGIS for Server map services identification and development
- intranet/internet ArcGIS for Server/ArcGIS Online/Portal implementation and administration
- ArcGIS for Server application development
- off-site server hosting for web-based applications
- technical support for organizations hosting their own site

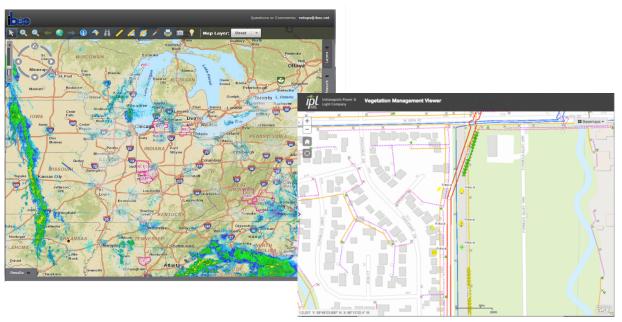


Figure 2.1: Technical Services

| | ArcGIS | Web/ArcGl | S for Server | Mobile |
|--------------------|--------|-----------|--------------|----------|
| Implementation | ✓ | ✓ | ✓ | ✓ |
| Customization | ✓ | ✓ | | ✓ |
| Administration | ✓ | ✓ | ✓ | |
| Knowledge Transfer | ✓ | ✓ | ✓ | ✓ |
| On-Call Support | ✓ | ✓ | ✓ | ✓ |
| Staff Augmentation | ✓ | ✓ | ✓ | |

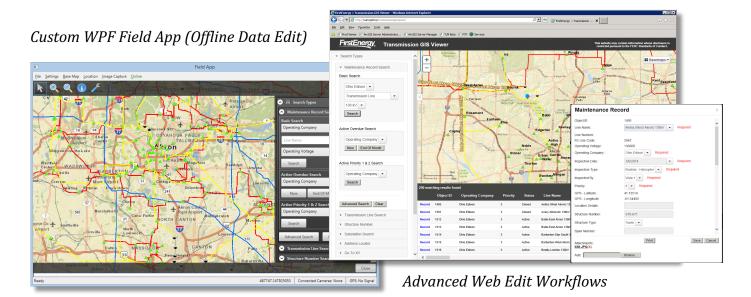


Figure 2.2: Swova Expertise

| ArcGIS for Desktop/ ArcGIS Pro | Comprehensive ArcGIS implementation experience incorporating client specific data maintenance procedure development, ArcObjects customization, end-user training, and on-going support |
|---|--|
| Systems Integration | Complete systems integration successes capitalizing on relational database systems (Oracle and SQL Server) and application development (C# .NET) expertise to integrate GIS data maintenance, analysis, and processes with the client's existing systems |
| ArcGIS for Server/Portal | Web-enabled GIS applications using server deployments including setup, design, administration, knowledge transfer, and application development; Enterprise ArcGIS for Server deployment expertise in utility and commercial agriculture markets with an understanding for access and security requirements; development with Flex, JavaScript, HTML 5, jQuery, Dojo |
| Enterprise Database | Enterprise database implementations with Oracle and SQL Server , encompassing all aspects from installation and configuration to tuning and administration; Assistance providing support, knowledge transfer, configuration and tuning, review and recommendations |
| Geodatabase | |
| Data Migration | Expertise in data migration and integration into GIS including: CAD to GIS and external formats to Geodatabase ; Proven success maintaining the integrity of the data, text/attributes when migrating into the Geodatabase |
| Linear Modeling Utility Networks | Expertise and services for the development of utility networks including: geometric network design and development with relationship classes and connectivity rules |
| Template Incorporation and Customization | Utilization and customization of industry-specific data models to promote and support user-community/industry standards while simplifying the process of implementing the project |
| Data Modeling | Geodatabase design specific to your needs to generate feature datasets, feature classes, objects classes, rules, etc. for the enterprise database; Extensive complex data modeling experience incorporating custom features, custom database rules, subtypes, domains, relationships classes, connectivity rules, and feature and object inheritance |
| Application Development | Design, specification, development, and training of custom mobile , web , and desktop applications with programming expertise in all web API's , native mobile languages , and C#.NET environments; Swova has developed custom applications including: custom geodatabase maintenance application, WPF mobile offline application, street light audit and analysis application, mobile online/offline app for field personnel. |
| Enterprise GIS Implementation | Enterprise GIS implementations that include all elements of a GIS project: needs assessment and implementation planning, system and database design, desktop (ArcGIS), Geodatabase, custom applications (ArcObjects), web-enabled access (ArcGIS for Server), end-user training, and on-going support; In-depth experience working with utilities, private companies, and governments in deploying enterprise solutions using Esri's ArcGIS platform. |

2.2 Swova Professional References

Since Swova's inception in 2004, our clients have included:

- Ameren, St. Louis, Missouri
- American Electric Power (AEP), Columbus, Ohio
- Arkansas Valley Electric Cooperative (AVECC), Ozark, Arkansas
- Associated Electric Cooperative, Inc., Springfield, Missouri
- Carroll Electric Cooperative, Berryville, Arkansas
- Citizen's Energy, Indianapolis, Indiana
- City of Bowling Green, Kentucky
- City of Higginsville, Missouri
- City of Kirkwood Electric, Kirkwood, Missouri
- City of Ottawa Electric, Ottawa, Kansas
- City of St. Peters, Missouri
- City Utilities of Springfield, Springfield, Missouri
- CoServ Electric Cooperative, Corinth, Texas
- County of Clark, Springfield, Ohio
- Duckett Creek Sanitation District, O'Fallon, Missouri
- Duke Energy Generation Services, Cincinnati, Ohio & Charlotte, North Carolina
- Duke Energy Market Analytics, Cincinnati, Ohio
- FirstEnergy Transmission Engineering, Akron, Ohio
- FirstEnergy Transmission Line Maintenance, Akron, Ohio
- FirstEnergy Vegetation Management, Akron, Ohio
- Georgetown-Scott County, Kentucky
- Hannibal Board of Public Works, Hannibal, Missouri
- Hope Water & Light, Hope, Arkansas
- Hopkins County, Kentucky
- Indianapolis Power & Light, Indianapolis, Indiana
- Laclede Gas, St. Louis, Missouri
- Lexington-Fayette Urban County Government (LFUCG), Lexington, KY
- Mayfield Electric and Water, Mayfield, Kentucky
- Nashville Electric Service, Nashville, Tennessee
- Ozarks Electric, Fayetteville, Arkansas
- Southwestern Electric Cooperative, Greenville, Illinois
- Union Power Cooperative, Monroe, North Carolina

2.3 Swova IT Project References

The following table contains the description of two IT project references from Swova that were supported over the past year.

| Project | State | Project Description |
|---|----------|---|
| Hannibal Board of Public Works Contact: Matthew Jones Address: #3 Industrial Loop Drive Hannibal, MO 63401 Phone: 615.747.3687 Email: mjones@hannibalbpw.org | Missouri | Environment: ArcGIS 10.2.2, ArcSDE/SQL Server Year Services Performed: 2004 - Present Project Overview: Swova is currently under contract to develop city-wide applications for both internal and external use on the ArcGIS Platform. Swova has supported HBPW's implementation of ArcGIS Online as well as launching multiple web application using Esri's map and app templates. Swova also provided integration of their existing utility billing system with their enterprise GIS. Swova provides ongoing administration and technical support onsite and remotely. Swova designed and implemented the Hannibal ArcSDE/SQL Server database infrastructure. Supported data migration and loading as well as trained and provided transfer of knowledge to HBPW personnel for data maintenance and geometric network editing procedures. |
| First Energy – Electric Transmission Contact: Steve Mullinax Address: 76 South Main Street Akron, OH 44308 Phone: 330.384.5187 Email: smullinax@firstenergycorp.com | Ohio | Environment: ArcGIS for Server 10.2, ArcSDE/Oracle Year Services Performed: 2013 - Present Project Overview: Swova provides database and application server configuration & support services. System administration services w/ automated administration routines. Active Directory integration. WPF mobile offline application for repair maintenance. Custom web application with edit workflows for specific user groups (AD roles). Web app integrated weather feeds. Custom web and C# .NET programming services. |

Section 3: Swova Project Team

This section includes an overview of the Swova Project Team available to support LFUCG's IT Consulting and Technical Service needs, our current organizational chart, and Swova resumes. All staff listed are Swova employees.

3.1 Swova Project Team

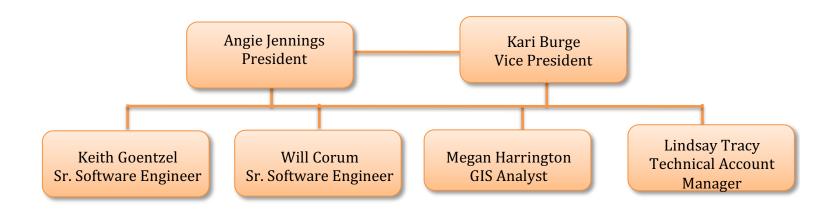
Our experienced team has proven successes with numerous organizations. We look forward to the opportunity to work with LFUCG and help ensure your continued GIS growth and success.

Swova has the required skills and availability to execute work as requested from LFUCG. If additional resources are required for special projects and/or tasks, Swova has reach within the GIS industry to form a qualified team to address expanded needs or requirements for the development and implementation team.

Swova provides services both onsite and offsite for our customers. Swova will conduct work according to LFUCG's preferences. Our staff can travel onsite at LFUCG's request and direct travel expenses are billed as incurred.

3.2 Swova Organizational Chart

Swova is a small business and has the following structure:



3.3 Swova Team Resumes

Angie Jennings

President



418 Highland Ave. • Fort Mitchell, KY 41017 T: 859.344.1383 • F: 775.206.1196 • angie@swova.com

Profile

Angie Jennings, Swova President, began her GIS career in 1991. Angie's primary technical expertise is in the design and the development of ArcGIS for Server web/mobile applications, web server administration, design of ArcGIS geodatabases, and ArcSDE implementation and administration. Angie has extensive experience in project management working with many types of GIS clients. Angie has managed many GIS projects and conducted GIS needs assessments, GIS conceptual system designs, geodatabase designs, cost/benefit analyses, and GIS implementation planning for a wide array of Swova customers, including utilities. Angie has extensive experience setting up and administering web servers as well as programming experience with XML, HTML, and JavaScript. She is also an experienced ArcSDE/Oracle administrator.

Professional Experience

President 2004 - Present

Swova, Fort Mitchell, Kentucky

Vice President 1999 - 2004

Bluegrass GIS, Inc., Frankfort, Kentucky

GIS Systems Analyst/Database Administrator 1998 - 1999

Northern Kentucky Area Planning Commission, Fort Mitchell, Kentucky

Design Analyst 1995 - 1998

PlanGraphics, Inc., Frankfort, Kentucky

City Planner 1993 - 1995

City of Chicago, Office of Budget and Management, Chicago, Illinois

Research Assistant 1991 - 1993

PlanGraphics, Inc., Frankfort, Kentucky

Technical Experience

Hardware and Operating System Experience: Windows 7/8, Windows XP, Windows 2008/2012 Server, Windows 2003 Server, Windows NT, UNIX, Mac OS, and Apple iOS.

GIS Software/RDBMS/Network Experience: ArcGIS for Server, ArcGIS for Desktop, ArcSDE, ArcGIS Online, Portal for ArcGIS, Web Services, ArcView, GeoMedia, GeoMedia Web Map, Oracle, Oracle Spatial, Microsoft SQL Server, Microsoft Office (Word, Excel, PowerPoint, Access), TCP/IP Networking, and Network Security.

Internet/Intranet & Programming Experience: IIS Administration, HTML, JavaScript, network design, network security, SSL implementation, XML

Technical Training: ArcSDE Administration for Oracle, Oracle Introduction to PLSQL/SQL, Oracle Relational Database Design, Hewlett-Packard HP-UX 10.20 Administration, Customizing ArcIMS Using HTML and JavaScript, Introduction to ArcSDE

Angie Jennings - President - Resume (continued)

Educational Accomplishments

Bachelor of Arts Geography
Bachelor of Arts Sociology
University of Kentucky, Lexington, Kentucky

Professional Accomplishments

Esri Business Partner of the Year, 2006

Esri Electric & Gas GIS User Conference Exhibit, 2005 - 2014

Numerous Conference Presentations & Exhibits from 2001 to Present

President, IKO Regional Chapter of Geospatial Information & Technology Association, 2002

Board Member, IKO Regional Chapter of GITA, 1999 – 2002

Custom Applications

JS/HTML

CoServ JavaScript/HTML Configurable GIS Viewer Web App IPL Vegetation Management Configurable Web App



Kari Burge

Vice President



418 Highland Ave. • Fort Mitchell, KY 41017 T: 859.344.1383 • F: 775.206.1196 • kari@swova.com

Profile

Kari Burge began her GIS career in 1997, and earned both a Bachelors and Masters of Science in Geography. Her areas of expertise include the design, implementation and administration of enterprise ArcGIS solutions, including ArcGIS for Server, ArcGIS Online and enterprise geodatabases. Kari's extensive GIS experience coupled with her advanced knowledge of ArcGIS for Server, RDBMS and their implementation has ensured enterprise GIS success at a wide variety of utilities and commercial clients across the United States.

Professional Experience

| Vice President | 2004 - Presen |
|--|---------------|
| Swova, Fort Mitchell, Kentucky | |
| Director of Business Development/GIS Analyst | 2003 - 2004 |
| Bluegrass GIS, Inc., Frankfort, Kentucky | |
| GIS Specialist | 2001 - 2003 |
| Trailhead GIS, Inc., St. Charles, Missouri | |
| GIS Analyst | 1999 - 2001 |
| City of St. Peters, St. Peters, Missouri | |
| GIS Technical Analyst | 1998 - 1999 |
| Southern Illinois University, Edwardsville, Illinois | |
| Graduate Assistant | 1998 - 1999 |
| Southern Illinois University, Edwardsville, Illinois | |
| GIS Intern | 1997 - 1998 |
| The Alliance, Edwardsville, Illinois | |

Technical Experience

Hardware and Operating System Experience: Windows, Windows Server, Mac OS, UNIX, Linux.

GIS Software/RDBMS/Network Experience: ArcGIS for Desktop, ArcGIS for Server, ArcGIS Online (including Portal), ArcGIS Apps (including Web AppBuilder or ArcGIS), Geoportal Server, Microsoft SQL Server, Oracle, Python.

Technical Training: Introduction to ArcGIS I, Introduction to ArcGIS II, Introduction to ArcSDE, and ArcSDE Administration for SQL Server, Esri Land Records Management Studio, Esri CAMA and GIS Integration Studio, Esri ArcGIS Server Studio.

Educational Accomplishments

| Master of Science Geographical Studies | 1999 |
|--|----------|
| Southern Illinois University Edwardsville, Edwardsville, | Illinois |
| Bachelor of Science Geography | 1997 |
| Southern Illinois University Edwardsville, Edwardsville, | Illinois |

Professional Accomplishments

Esri Business Partner of the Year 2006

Numerous Conference Presentations & Exhibits from 2001 to present

Introduction to the Geodatabase Workshop, presented at the 2003 Missouri GIS Conference

Treasurer, Gamma Theta Upsilon (Geography National Honorary Society), 1996 – 1999

Keith Goentzel

Senior Software Engineer



418 Highland Ave. • Fort Mitchell, KY 41017 T: 859.344.1383 • F: 775.206.1196 • keith@swova.com

Profile

Keith began his GIS career in 2002 and earned both a Bachelor's degree in Geography and a Masters of Business Administration. Keith has a wide range of GIS expertise from geodatabase design, geoprocessing, ArcSDE implementation and support, to custom application development (both web and desktop). The main area of expertise is with the design and development of custom GIS applications. Some of his application development successes include:

Working with customers to develop software best practices; data update procedures and new technologies migration paths.

Taking the lead role in design and developing the GIS database and application system that supported a large user community dispersed throughout the U.S.

Integrating with other systems and accessing/serving information to users and applications via web technologies.

Developing scalable web and desktop solutions and evaluating new technologies to streamline and enhance customer's current applications and workflows in an effort to increase productivity as we as lower the total cost of solutions.

Integrating GIS with SAP business systems by collaborating with the SAP team to develop the technology (XML & JavaScript) to integrate the two platforms.

Developing and implementing custom web services to fill gaps in Esri's ArcGIS for Server product.

Professional Experience

| Senior Software Engineer | 2010 – Present |
|-------------------------------------|----------------|
| Swova, Fort Mitchell, Kentucky | |
| GIS Developer | 2010 - 2011 |
| SAIC, Kansas City, Missouri | |
| GIS Developer | 2009 – 2010 |
| TEK Systems, Kansas City, Missouri | |
| Implementation Analyst | 2004 - 2009 |
| GeoEye, Mission, Kansas | |
| GIS Technician | 2004 - 2004 |
| Technisource, Overland Park, Kansas | |
| Mapping Technician | 2002 - 2002 |
| Technisource, Overland Park, Kansas | |

Technical Experience

Hardware and Operating System Experience: Android, Windows and Windows Server, UNIX, Linux, Macintosh, VM Ware Server.

GIS Software/RDBMS/Network Experience: ArcGIS Desktop 9x & 10 (all extensions including PLTS), ArcGIS for Server 9.x and 10.x, ArcIMS 9x, Microsoft SQL Server, Oracle, Schneider ArcFM, Intergraph Geomedia, Bentley Microstation, Smallworld, AutoCAD, Corridor Management Software, experience with virtualized environments and networking.

Desktop & Web (web applications & SOA) Development Experience: Flex Mobile, VB 6; VB .NET; C#, ASP.NET; Java; SQL; XML; HTML; AJAX; WCF, REST, & SOAP Services; ArcObjects; Crystal Reports; Esri's Web ADF, Silverlight API, JavaScript API, Flex API; Python & ArcPy

Keith Goentzel - Senior Software Engineer - Resume (continued)

Educational Accomplishments

Master of Business Administration 2008

Baker University, Baldwin City, Kansas

Bachelor of Science Geography/GIS 2003

(Information Technology Track)
Fort Hays State University, Hays, Kansas

Custom Applications

JS/HTML

Custom search and display tools

Weather data integration tools with GIS

Display of real-time weather data on client with time enabled looping Workflow pages with reporting for construction applications

iOS Objective C

Custom tools to integrate with Flex Mobile

Custom app to integrate construction information for display and editing offline

Desktop

Custom image processing and data capture tools from raster

HCA generation and reporting algorithms

Custom client workflow tools for maintaining and reporting repair information

Custom tools to convert, message and enrich client data with GIS data

Flex Web & Widgets

Custom Search

Offline mobile for iOS including search, display, and offline editing

Custom data display ingesting client specific formats for display

OMS data integration display

Custom views and display on a SQL database

Custom service to ingest the data and provide updates

Flex widget to display and summarize the outage information

Weather

Keith has integrated clients existing, home grown, systems with the Esri platform. Including developing a system that takes weather data, data provided by the client, and serving it to several web applications. This required the development of REST and WebSocket services utilizing Java backed by a Tomcat server to format and load data off of an existing system through flat files that reside on disk. The service watches the directory of file once an update has been detected the server grabs the file formats the data, enriches it with GIS data, finally formats it into ESRI's FeatureSet JSON format for deliver real-time delivery over Web Socket or consumption through traditional REST GET protocols. On the client side he developed a JavaScript widget, shared by several web applications, that manage the connection to the web service as well provide time enabled visualization for radar, lightning, and ground station data for the eastern half of the US.

Will Corum

Senior Software Engineer



• Fort Mitchell, KY 41017 T: 859.344.1383 • F: 775.206.1196 • will@swova.com

Profile

Will Corum began his application development career in 2003. Will's primary application development expertise is in the design, specification, development, and implementation of iOS mobile applications, .NET desktop and web-based applications, including WPF, and JavaScript HTML applications. Will's development experience includes web-based workflow applications that manage publications, videos, and graphic files dynamically associated with projects; web-based complex database management applications with reporting systems; ArcGIS Server with SQL Server/ArcSDE web-based applications for query, reporting, and map display. His GIS web-based applications development expertise includes various JavaScript frameworks (jQuery, Dojo), HTML 5, C#, SQL Server reporting services, and ArcGIS Server objects/controls. Will also has extensive experience preparing online and hard copy documentation for both administrators and end-users.

Professional Experience

Senior Software Engineer

2007 - Present

Swova, Fort Mitchell, Kentucky

Technical Project Specialist II

2006 - 2011

Application Development Markey Cancer Center University of Kentucky, Lexington, Kentucky

Support Specialist III

2004 - 2006

Application Development Dean's Office, College of Medicine University of Kentucky, Lexington, Kentucky

Support Specialist II

2003-2004

Application Development Agricultural Communications Services University of Kentucky, Lexington, Kentucky

Technical Experience

Hardware and Operating System Experience: Windows 7/8, Windows XP, Windows XP Pro, Windows 2000, Windows 2003/2008 Server, Windows NT, Windows 98, VM Ware Server and HyperV.

Programming Languages/Skills: Objective C, AJAX, C#, Vb.net, ASP.net, Webform & Winform applications, Reporting Services, XML & XSLT, RSS & OPML, Windows Services, Web Services, CSS, and JavaScript (including jQuery, Dojo, AMD coding priciples)

Software: ESRI ArcGIS, ArcGIS Server, Microsoft SQL Server, Oracle, Microsoft Office Suite (Word, Excel, Access), and Visual Studio.

Educational Accomplishments

Master of Science in Biology 1996 Western Carolina University, Cullowhee, North Carolina

Bachelor of Science Biology, ChemistryOglethorpe University, Atlanta, Georgia

1994

Will Corum - Senior Software Engineer - Resume (continued)

Custom Applications

JS/HTML

Configuration management site for Union Power iPad app First Energy GIS Transmission Viewer FirstEnergy Transmission Line Maintenance (TLM) Viewer and Editor Futura Catalyst Futura Catalyst configuration management site Southwest Electric configuration management site for iPad app Swova nVicinity demo app

iOS Objective C

Union Power - NC (offline viewer for electrical Utilities) - configurable Mayfield - KY (offline viewer for sewer, water, electric utilities)
Hopkins County - KY (offline editor for parcel structure point management)
Bowling Green - KY (offline editor for emergency event reporting)
Southwest Electric - IL (offline editor for electrical utility inspections) - configurable Lexington - KY (offline editor for pavement maintenance)

Windows WPF

First Energy – Regional (offline editor for transmission power line inspection and maintenance)

Megan Harrington

GIS Analyst



Fort Mitchell, KY 41017

T: 859.344.1383 • F: 775.206.1196 • megan@swova.com

Profile

Megan began her GIS career in 2009. She earned both Bachelor's and Master's degrees in Geospatial Sciences. Megan has a wide range of experience with ArcGIS for Desktop including feature editing, geoprocessing, spatial analysis, and cartographic design. Some of her previous experience includes:

Administration of a large-scale image processing project including imagery collection and creation of vegetation index products.

Contributions to data conversion projects and post-conversion data alignment and corrections.

Maintenance and conflict resolution of versioned geodatabases.

Synchronization and reconciliation of asset management and geospatial databases.

Instructed and mentored advanced GIS students during practical labs and field research.

Creation of custom maps based on client specifications.

Professional Experience

| GIS Analyst | 2014 - Present |
|-------------|----------------|
|-------------|----------------|

Swova, Fort Mitchell, Kentucky

GIS Analyst 2012 - 2014

The Laclede Group, Saint Louis, Missouri

GIS Teaching Assistant 2010 - 2012

Missouri State University, Springfield, Missouri

Assistant GIS Specialist 2009 - 2010

City of Springfield, Springfield, Missouri

Technical Experience

GIS Software Experience: ArcGIS for Desktop, ArcGIS for Server, ArcGIS Online, Portal for ArcGIS, WebAppBuilder, Python, TNTmips Pro 2013, ENVI 7.0

Educational Accomplishments

Master of Science Geospatial Sciences 2012

(emphasis in Physical Geography)

Missouri State University, Springfield, Missouri

Bachelor of Science Geospatial Sciences 2009

Missouri State University, Springfield, Missouri

Esri Training

Best Practices for Your ArcGIS Online Organization

Creating a Web Editing Application Using ArcGIS for Server

Creating Hosted Map Services with ArcGIS Online

Extending Access to GIS Maps and Apps with Portal for ArcGIS

Get Started with Web AppBuilder for ArcGIS

Increase the Value of ArcGIS Services with ArcGIS Online

Creating and Sharing GIS Content Using ArcGIS Online

Creating Web Applications Using Templates and Web AppBuilder for ArcGIS

Lindsay Tracy

Technical Account Manager



418 Highland Ave. • Fort Mitchell, KY 41017 T: 859.813.5153 • F: 775.206.1196 • lindsay@swova.com

Profile

Lindsay Tracy has earned both a Bachelor's and Master's degree in Business Administration and began her GIS career in 2007. During her time in the GIS industry, she has worked with clients to expand the use of geospatial technology to improve business operations. Lindsay has extensive account management experience supporting customers at all stages of a project and building long-term relationships. Some of her experience includes:

Collaborating with customers to understand their business needs and technical requirements and communicating these to technical staff.

Orchestrating virtual teams to support projects.

Overseeing project implementation of the ArcGIS Platform.

Working at multiple levels and divisions throughout a customer's organization.

Regularly meeting with stakeholders to foster open communication and transparency.

Communicating technology implementation patterns, trends, and best practices to customers.

Professional Experience

Technical Account Manager 2015 - Present

Swova, Fort Mitchell, Kentucky

Account Manager 2007 - 2015

Esri, Inc., St. Louis, Missouri

Technical Experience

GIS Software Experience: ArcGIS for Server, ArcGIS for Desktop, ArcGIS Online

Educational Accomplishments

Bachelor of Science Business Administration 2007

(Specialization in Economics)

Southern Illinois University Edwardsville, Edwardsville, Illinois

Masters of Business Administration 2010

Southern Illinois University Edwardsville, Edwardsville, Illinois

Esri Training

Technical Training: Introduction to ArcGIS for Desktop I & II, Building Geodatabases, Introduction to ArcGIS for Server, ArcGIS Online Training

Professional Training

Foundations of Project Management Workshop, 2016

Southern Illinois University Edwardsville

Section 4: Service Categories

Swova will work with LFUCG to develop detailed requirements, specifications, tasks, and deliverables as projects are awarded. We aim to support solutions that will produce return on investment, meet designated goals, and continue to grow the GIS program at LFUCG. Our services include both GIS Consulting and Technical Services as outlined below. Please see Attachments A and B for additional details as requested.

4.1 Consulting Services

Our professional consulting services offer industry expertise to help organizations plan for and implement successful GIS solutions. A few of our standard consulting services offerings are outlined below:

GIS Needs Assessment and Implementation Planning

o Planning for a new GIS or re-assessing your existing system is a valuable and important step in architecting and implementing a GIS that will meet your current needs as well planning for the future. Swova can help layout a plan with a phased approach to meet your organization's goals.

System Architecture and Database Design

Swova's staff are experts in database and system architecture design following industry best practices. This is the foundation of your GIS. We will ensure you have a database design and system architecture that will support your operations and workflows to meet the demands of your organization with optimal performance.

• Enterprise Security Design and Consultation

o Ensuring your system meets security standards is critical in every GIS deployment. Swova offers security consultation and implementation services to limit the vulnerability of access by unauthorized parties.

4.2 Technical Services

We are Esri ArcGIS implementation specialists with desktop, server and web platforms. Swova conducts all development/programming projects with an agile approach and uses version control for source code management. Swova will provide LFUCG with source code for all custom tools, components, and applications developed. Our geodatabase experts design, implement and administer both Oracle and SQL Server relational database management systems. Our technical service offerings include:

• Web GIS Portal Configuration and Implementation

O Swova offers GIS & IT support to make you successful with Web GIS, making your authoritative data and discoverable and accessible to those who need it in an easily consumable format. We can support these implementations in the cloud or on-premises.

• System Integration

o Swova can support your integration needs, allowing you to have a single access point across multiple platforms. Non-spatial data from other business systems can also be integrated and made even more powerful through the use of location.

Web Server/Database Server Configuration, Implementation, and Support

O We can offer IT support for your web and database server needs. Our staff is knowledgeable about these technologies to get your entire system up and running.

ArcGIS Platform Implementation

o We value our Esri partnership, offering services and solutions to support and complement the ArcGIS platform. Our team members are ArcGIS implementation specialists and have expertise in the latest desktop, mobile, web, server, and database technologies.

Configure and Extend Esri's Mapping Application Solutions

o Esri has designed hundreds of out-of-the-box applications that leverage the ArcGIS Platform. Swova can help with the configuration of these applications and even extend them with additional capabilities as needed.

• Web and Mobile Application Development

Our development staff is experienced in the latest web and mobile technologies to offer support for solutions that extend beyond what is offered out-of-the-box. We have expertise in JavaScript, HTML 5, .NET, Dojo, jQuery, iOS, Android, and Windows.

Data Maintenance and Analysis Workflow Modeling

o Swova staff can create data maintenance and analysis models to streamline your workflows. We can provide these models and geoprocessing tasks to be implemented through ArcGIS for Desktop, ArcGIS Pro, and ArcGIS for Server technologies.

ArcGIS for Desktop and ArcGIS Pro Add-ins

o Swova's staff can help with the development of ArcGIS for Desktop and ArcGIS Pro automated processes, add-ins, and UI customization to support your workflows.

4.3 Special Projects and Applications

Swova is ready to support LFUCG on special projects and applications. Where required, Swova will hire additional technical and programming staff to support the specific need and skillset for the task or project.

4.4 Testing, Training, and Documentation

Swova will provide testing, training, and documentation on all custom applications, tools, workflow processes, template configurations, app deployments, administration routines, and/or other custom components as requested.

The Swova provided documentation will include, but not be limited to data dictionaries, metadata, user manuals, and commenting of source code.

Section 5: Cost of Services

5.1 Swova Project Team Rates

Swova presents the following hourly rates for each proposed position for LFUCG; these prices are based on our current pricing structure in 2016 and are subject to change.

Figure 5.1

| Position | Hourly Rate |
|---------------------------|-------------|
| Project Manager | \$175 |
| Senior Programmer/Analyst | \$175 |
| GIS Analyst | \$140 |

5.2 Reimbursement of Direct Expenses

LFUCG will reimburse Swova all reasonable, real, and necessary travel and business expenses incurred in performing the services for this project and approved by LFUCG. Swova invoices direct expenses with no mark-up.

Section 6: Additional Information

6.1 Certificate of Insurance

Swova maintains corporate insurance coverage that meets or exceeds all of the LFUCG insurance requirements in the RFP for insurance policies. Please see the enclosed certificate.

6.2 MWBDE Participation

Swova is a small, women-owned business. We meet the qualifications for LFUCG's contractor diversity program including the following:

- Independently owned and operated
- Average annual sales has not exceeded \$6,000,000 in the past three years
- 100% women-owned since inception

We are registered in LFUCG's vendor system. If any additional steps or certifications are required for this program, Swova will perform the required tasks or acquire the necessary items upon contract award.

Attachment A

Attachment A contains a list of the technologies used by the Lexington---Fayette Urban County Government. Please enter the average experience (years) of qualified employees who may provide IT services in the Experience column. You may enter the number of employees the average applies to, e.g. "5 years, 3 employees". The Comments column should be used to provide LFUCG with information that should be considered during the vendor selection process.

| Technology | Experience | Comments |
|---|--------------------------|----------|
| Microsoft Windows 2003, 2008, 2012, 2016 | (13 years, 5 employees) | |
| Microsoft Windows 7, 8, 10 Desktop | (6 years, 6 employees) | |
| Microsoft Office 365, Architecture and Design | | |
| Microsoft PowerShell | | |
| Microsoft Active Directory | | |
| Microsoft Exchange 2010, 2013 | | |
| AIX versions 5.x, 6.x, 7.x | | |
| Linux | | |
| Internet Information Server (IIS) | (14 years, 4 employees) | |
| F5 BigIP | | |
| VMware | (5 years, 4 employees) | |
| VMware VirtualCenter | | |
| VMware ESX | | |
| Microsoft Access | | |
| Microsoft SQL Server 2008, 2012, 2014, 2016 | (8 years, 4 employees) | |
| Oracle Database 10, 11, 12, 13 | | |
| SharePoint Services (on premise and cloud) | | |
| Microsoft Office SharePoint Server | | |
| Microsoft .NET Framework 2+ | (12 years, 2 employees) | |
| Microsoft Project Server | | |
| Esri Geodatabase (10.2.1 and higher) | (2.5 years, 4 employees) | |
| Esri ArcGIS for Server (10.2.1 and higher) | (2.5 years, 4 employees) | |
| Esri ArcGIS for Desktop (10.2.1 and higher) | (2.5 years, 4 employees) | |
| Esri ArcGIS Online (10.2.1 and higher) | 2.5 years, 4 employees) | |
| Esri ArcReader (10.2.1 and higher) | (2.5 years, 3 employees) | |
| Visual Studio | (12 years, 2 employees) | |
| VBA | | |
| Python | (10 years, 1 employee) | |
| JavaScript | (10 years, 2 employees) | |
| HTML5 | (3years, 2 employees) | |
| C# | (12 years, 2 employees) | |
| C++ | | |
| Ruby | | |
| Ruby on Rails | | |
| Visual Basic 6.0 | (2 years, 2 employees) | |
| ASP.NET | (14 years, 2 employees) | |
| VB.NET | (4 years, 2 employees) | |

| JQuery | (8 years, 2 employees) | |
|--|-------------------------|--|
| Web Services | (10 years, 4 employees) | |
| PHP Development | | |
| RPG IV | | |
| BCD Presto | | |
| ADO | (14 years, 1 employee) | |
| Moodle | | |
| AJAX | (8 years, 1 employee) | |
| Node.js | (1 year, 1 employee) | |
| Chef, Puppet, Troposphere | | |
| Amazon Web Services (AWS) Architecture | | |
| Amazon Web Services (AWS) DevOps | | |
| Microsoft Azure Architecture | (1 year, 1 employee) | |
| Microsoft Azure DevOps | | |
| Palo Alto Firewalls | | |
| Splunk | | |
| Switching & Routing | (2 years, 1 employee) | |
| Vulnerability Scanning (Nessus) | | |
| Patch Management | | |
| IBM BigFix | | |
| PeopleSoft HCM 9.0 | | |
| PeopleSoft FSCM 8.9 | | |
| PeopleTools 8.49 | | |
| | | |

Attachment B

Attachment B contains a list of services the Lexington---Fayette Urban County Government may need provided. Please use the notes column to identify any information that should be considered during the vendor selection process. Exceptions to billing should be included in the notes, e.g. weekend rate adjustments.

| Service | | Rate | Notes |
|----------------------|------------------------------------|----------|-------|
| Software Development | ASP.NET | \$175 | |
| | C# | per hour | |
| | JavaScript | | |
| | Ruby | | |
| | Ruby on Rails | | |
| | C++ | | |
| | HTML5 | | |
| | VB.NET | | |
| | Python | | |
| | Visual Basic 6.0 | | |
| | Esri ArcGIS | | |
| | ADO 2.X + Web Services | | |
| | Microsoft Access | | |
| Database Design | SQL Server | \$175 | |
| | SQL Server Express | per hour | |
| | MySQL | | |
| | Esri Enterprise Geodatabase | | |
| | Oracle | | |
| Consulting | Disaster Recovery/Bus Continuity | \$175 | |
| | Technical Requirements Gathering | per hour | |
| | IT Strategic Planning | | |
| | IT Governance | | |
| | IT Project Management | | |
| | Certified Project Management (PMP) | | |
| | Network Technologies | | |
| | Software Development | | |
| | PeopleSoft HCM (9.0) | | |
| | PeopleSoft FSCM (8.9) | | |
| Server Application | Microsoft Sharepoint | \$175 | |
| Implementation | Microsoft Project Server | per hour | |
| | Microsoft SQL Server | | |
| | Microsoft Exchange | | |
| | Microsoft Windows | | |
| | VMware Virtual Center | | |
| | VMware ESX | | |
| | Esri ArcGIS Server | | |
| Training | Microsoft SharePoint | | |
| | Microsoft Project Server | | |
| | Microsoft SQL Server | | |
| | Visual Studio Team Suite | | |

| | April 25, 2016 | | |
|----------------------|------------------------------------|----------|--|
| | Visual Studio 2008 | | |
| | VMware | | |
| Network Support | F% BigIP | | |
| | Microsoft Active Directory | | |
| | Microsoft Windows | | |
| | VMware | | |
| Information Security | Policy Development and Review | | |
| | Planning and Analysis | | |
| | Penetration Testing | | |
| | Risk Management Assessment | | |
| | Info Security Audit and Compliance | | |
| | Info Security Remediation | | |
| | Info Security End-User Training | | |
| Enterprise DevOps & | Cloud Architecture and Design | \$175 | |
| "Cloud" | Code Deployment and Maintenance | per hour | |
| | Enterprise System Administration | | |
| | Version Control | | |
| | Infrastructure as Code (IaC) | | |
| | Platform as a Service (PaaS) | | |
| | Software as a Service (SaaS) | | |
| | Infrastructure as a Service (IaaS) | | |

Attachment C

| <u>AFFIDAVIT</u> | |
|--------------------|-----------------------------------|
| Comes the Affiant, | , and after |
| 1. His/her name is | and he/she is representative, the |

- 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 abovementioned 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

Page 8 of 40

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 2/4 day of 4mi, 20

My Commission expires:

KARIE M. BISHOP Notary Public State at Large

My Commission Expires Dec 13, 2016

NOTARY PURILIC STATE AT LARGE

Attachment D

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.

) Jenning Swara Tech, The. OBA SWAR

Page 10 of 40

Attachment E

| WORKFORCE ANALYSI | SFORM | | | |
|-----------------------|--------|--------------------|---------------------|--|
| Name of Organization: | Sulava | MARKETAL MARKET | Fatters AREST DEBES | |

| Categories | Total | (Not | | 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 | |
|---------------------|------------------|---------|--------|--------------------------|------|---|----------|--|-------|--|--------|---|--------|---|---|-------|---|
| ton tent | (a-goa) | М | F | М | F | M | UF) | M | F | М | F | M | F | М | F | M | F |
| Administrators | s Con | | 3 121 | | | 3/9 | 10 1 | (UI) | inac | nong rate | 161 | har | | | | | |
| Professionals | vbezid | 2 | 4 | 1130 | S/A | Mil | 8.00 | art | L pE | ew | mel | .00 | 11 14 | | | | |
| Superintendents | abnam | 1000 | n s | ai | e di | os illa |) Will | 2 35 | 594 | rigie | | 328 | HENE | | | | |
| Supervisors | Site to | HIS | tidon. | 9 30 | best | | arti le | i voir | orlG | aris e | 1 20 | 1181 | | | | | |
| Foremen | tootxa | Sulf | ons, | BOB | osbi | əmn | open | anti | eligr | 0003 | CO. C | pam | 3857 | | | | |
| Technicians | y sola wal na | OSE | 19ff)i | ICJE ari | 990 | 17711 | Billigii | 1503) Selector | MA I | MZat | A TANK | - 11 E | | | | | |
| Protective Service | | | | | | | dqqs | y B(r) | elso | 386 | TO | 15 ,54 | r uxua | | | | |
| Para-Professionals | -positive all | no arti | 2 | iumuh | | | hone | meuh | 210 0 | nima ic. | ni na | 751 163 | | | | | |
| Office/Clerical | | | | | | | | | | | | | | | | | |
| Skilled Craft | | 19 | 1023 | MUM Suns | | | | TVIL. | 19mb | alles alma | | | | | | | |
| Service/Maintenance | | | EE n | 007 | 100 | FI but | 139 | 18 m | MI | LÍ O | 3 | | | | | | |
| Total: | | 2 | 4 | I | aga) | | in the | | 72 | | | | | | | | |

| Prepared by: Victory Tracy | Technical | Account Mgr. | Date: | 4125116 |
|----------------------------|-----------|--------------|-------|---------------------|
| (Name and Title) | | | _ | Revised 2015-Dec-15 |

Page 11 of 40

Attachment F

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, safely 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

Page 29 of 40

Attachment G



CERTIFICATE OF LIABILITY INSURANCE

SWOVA-1 OP ID: JH

> DATE (MM/DD/YYYY) 04/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

| | rtificate holder in lieu of such endors | | | | omona A ou | tomont on th | io continuato acco not o | | rigino to the | | |
|-----------------|--|-----------------------|-----------------------|---|---|--|--------------------------|-------|---------------|--|--|
| | UCER | | | CONT NAME | CONTACT Amanda Edgeworth | | | | | | |
| | ISG International Cedar Street | | | PHON (A/C, | PHONE (A/C, No, Ext): 410-901-0717 FAX (A/C, No): 410-9 | | | | | | |
| | | | | | | | h@rpsins.com | | | | |
| | | | | | INS | SURER(S) AFFOR | RDING COVERAGE | | NAIC # | | |
| | | | | INSUI | RER A : Great Ame | rican of New Yor | k | | 22136 | | |
| INSU | | a | | INSUI | RER B : Philadelph | ia Indemnity Con | npany | | | | |
| | 418 Highland Ave. Fort Mitchell, KY 41017 | | | INSUI | INSURER C : | | | | | | |
| | , | | | INSUI | INSURER D: | | | | | | |
| | | | | INSUI | INSURER E: | | | | | | |
| | | | | INSUI | RER F : | | | | | | |
| CO | 'ERAGES CER | RTIFI | CATE | NUMBER: | | | REVISION NUMBER: | | | | |
| INI CE EX | IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RI RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH | EQUIF PERT POLI | REME AIN, CIES. | NT, TERM OR CONDITION OF A THE INSURANCE AFFORDED BY LIMITS SHOWN MAY HAVE BEEN | NY CONTRACT THE POLICIE REDUCED BY | OR OTHER I S DESCRIBEI PAID CLAIMS | DOCUMENT WITH RESPECT TO | CT TO | WHICH THIS | | |
| INSR LTR | TYPE OF INSURANCE | | SUBR | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | s | | | |
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | \$ | 1,000,000 | | |
| [| | | | 0000454040 | 00/40/0040 | 00/40/0045 | DAMAGE TO RENTED | | 222 222 | | |

| ĽŤ | TYPE OF INSURANCE | INSR | WVD | POLICY NUMBER | (MM/DD/YYYY) | (MM/DD/YYYY) | LIMIT | S |
|----|--|-------|-----|---------------|--------------|--------------|--|------------|
| Г | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | \$ 1,000,0 |
| Α | X COMMERCIAL GENERAL LIABILITY | X | | SPP6174616 | 02/16/2016 | 02/16/2017 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,0 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | \$ 10,0 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,0 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,0 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,0 |
| | X POLICY PRO- JECT LOC | | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,0 |
| Α | ANY AUTO | | | SPP6174616 | 02/16/2016 | 02/16/2017 | BODILY INJURY (Per person) | \$ |
| | ALL OWNED SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | X HIRED AUTOS X NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (PER ACCIDENT) | \$ |
| | | | | | | | | \$ |
| | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | \$ 3,000,0 |
| Α | EXCESS LIAB CLAIMS-MADE | | | SPP6174616 | 02/16/2016 | 02/16/2017 | AGGREGATE | \$ 3,000,0 |
| | DED X RETENTION\$ 10,000 | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X WC STATU- TORY LIMITS OTH- ER | |
| Α | ANY PROPRIETOR/PARTNER/EXECUTIVE | N/A | | WC5925975 | 02/08/2016 | 02/08/2017 | E.L. EACH ACCIDENT | \$ 1,000,0 |
| | (Mandatory in NH) | 117 A | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,0 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,0 |
| В | Errors & Omissions | | | MPL1691442 | 02/16/2016 | 02/16/2017 | Limit | 1,000,0 |
| | Claims Made | | | | | | | |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Lexington-Fayette Urban County Govt. is additional insured under General Liability respects their contract with the insured. Coverage listed is primary and non-contributory

| CERTIFICATE HOLDER | CANCELLATION |
|--------------------|--------------|
| | |

LEXING2

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

Lexington-Fayette Urban

County Govt. 200 E Main St. Lexington, KY 40507

The ACORD name and logo are registered marks of ACORD