



# LEXINGTON

## RFP-12-2026

### TEKsystems Global Services

### Supplier Response

#### Event Information

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Title: Information Technology Consulting and/or Technical Services  
Type: Request For Proposal  
Issue Date: 3/20/2026  
Deadline: 4/20/2026 02:00 PM (ET)

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ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Mike Smith

*Signature*

*Submitted at 4/17/2026 12:11:28 PM (ET)*

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*Email*

## Response Attachments

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### Lexington Fayette RFP\_TGS Response FINAL.pdf

Please find TEKsystems Global Services' response to LFUCG's RFP #12-2026 Information Technology Consulting and/or Technical Services.

Lexington-Fayette Urban County Government

**RFP #12-2026 Information Technology  
Consulting and/or Technical Services  
RFP Response**

April 20, 2026

**Todd Slatin**

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## Letter of Transmittal

April 20, 2026

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**Subject: Proposal to RFP #12-2026 Information Technology Consulting and/or Technical Services**

Dear Mr. Slatin:

Enclosed is the TEKsystems Global Services (TGS) response to Lexington-Fayette Urban County Government's RFP #12-2026 Information Technology Consulting and/or Technical Services. For ease of evaluation, we have structured the proposal as requested in the RFP.

Firm Submitting Proposal	TEKsystems Global Services
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TEKsystems appreciates the opportunity to participate in this RFP. Please feel free to contact me directly for any reason before or after your selection process.

Regards,

A handwritten signature in black ink, appearing to read 'S Gerlack'.

Shannon Gerlack  
Services Account Manager

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This RFP response is not a contractual document and a Statement of Work will be negotiated for actual work to be performed.

## Executive Summary

Lexington-Fayette Urban County Government (LFUCG) operates a broad portfolio of mission-critical technologies that support essential public services, regulatory obligations, and community operations. As these systems continue to evolve, LFUCG seeks qualified partners who can supplement internal capabilities, respond quickly to changing priorities, and deliver secure, reliable outcomes through deliverables-based Scopes of Work under a pre-qualified vendor model.

TEKsystems Global Services (TGS) is pleased to submit this proposal in response to RFP #12-2026 – Information Technology Consulting and/or Technical Services. TGS proposes services across both categories identified in the RFP—IT Technical Services and IT Consulting Services—and is well positioned to support LFUCG over the full term of the contract.

## Established Partner to LFUCG and Kentucky Government

TEKsystems has supported LFUCG since 2014, providing capacity-based and project-aligned services that strengthen application delivery, sustain technology operations, and adapt to evolving departmental needs. Our delivery model is designed to integrate seamlessly with LFUCG’s existing systems and governance processes, allowing TGS to deliver value quickly while minimizing ramp-up time and operational risk. Building on this relationship, TGS is currently engaged with LFUCG stakeholders regarding GIS-related service solutions, aligned to the County’s ESRI-based spatial technology environment.

### Criteria #3: Past Record & Performance

- Incumbent experience with LFUCG since 2014
- Kentucky state agencies experience (20+ years)
- National public-sector footprint
- Six highly relevant government references

Across the Commonwealth of Kentucky, TGS has supported state agencies for more than two decades and partnered with large municipal governments, including a long-standing engagement with Louisville-Jefferson County Metro Government and Louisville Metropolitan Sewer District since 2012. These engagements demonstrate TGS’s ability to support enterprise-scale government environments, manage evolving scopes of work, and deliver both strategic consulting and hands-on technical execution. ***TGS’s past performance supporting state and local government customers is reflected in the references included in Section 8.***

## Deep Public-Sector Experience at Scale

### Criteria #1: Specialized Experienced

- Broad public-sector experience
- Kentucky presence and experience
- Attachment A demonstrates depth & scale
- Disciplined delivery models in sections 5

TGS brings extensive experience supporting state, county, and municipal government organizations nationwide, currently working with 45 of the 50 state governments and more than 150 counties and cities through dedicated public-sector delivery practices. With more than 25 years of public-sector experience across the broader TEKsystems organization and 18 years operating

as a dedicated services entity, TGS understands the operational, governance, auditability, security, and continuity requirements unique to government environments.

TGS maintains a dedicated Government Services Vertical spanning both IT Services and professional staffing, supported by specialized account leadership and recruiting teams focused exclusively on state and local government. This structure enables disciplined execution aligned to public-sector accountability standards.

## Approach and Engagement Model

TGS is purpose-built to support LFUCG through a license-to-hunt engagement model, providing rapid, scoped, and deliverable-based services across infrastructure, applications, security, and consulting. Our repeatable delivery models including rapid ramp-up for short-notice engagements are designed to sustain and enhance existing services, design and deliver new initiatives, and provide rapid outcome-focused support under defined scopes.

Security, resilience, documentation, and operational readiness are embedded across all services to ensure solutions are secure, maintainable, auditable, and aligned with public-sector best practices.

*These capabilities are evidenced throughout this proposal, including Attachment A and Sections 5.2–5.4.*

### Criteria #2: Perform Within Time

- Flexible pricing structures
- Large W-2 consultant base with scalable deployment
- Local recruiting teams enable rapid ramp-up for short-notice SOWs

## Local Presence and Delivery Readiness

### Criteria #4: Degree of Local

- Physical offices in Lexington, Louisville, Frankfort
- Local account leadership and recruiting teams
- Long-term presence supporting LFUCG and Kentucky agencies

TGS maintains a strong local presence in Lexington, Louisville, and Frankfort, supported by experienced account leadership and dedicated local recruiting teams. This footprint enables rapid fulfillment, emphasizes local employment, and ensures responsiveness to urgent or short-notice needs.

## Conclusion

With its long-standing relationship with LFUCG, deep Kentucky and statewide experience, dedicated public-sector delivery model, broad technical and consulting capabilities, and strong local presence, TEKsystems Global Services is uniquely qualified to support LFUCG across all service areas identified in RFP #12-2026. TGS is prepared to serve as a trusted partner over the life of this contract, helping LFUCG sustain critical services, modernize its technology environment, strengthen security and resilience, and maximize the value of its IT investments.

## Technical Response

### Section 5: Vendor Requirements

#### Section 5.1: Attachment A Technology Assessment

##### Attachment A

Attachment A contains a list of **technologies** used by the Lexington-Fayette Urban County Government. Please respond with details for each including the average experience (years) of qualified employees who may provide IT services. You may respond with the number of employees the average applies to, e.g. "5 years, 3 employees". If necessary, please include additional comments to provide LFUCG with information that should be considered during the vendor selection process.

##### TEKsystems Global Services Response

All IT consultants engaged by TGS are W2 employees; we do not utilize 1099 independent contractors to provide services for its customers. The numbers in the tables below represent active employees in our database under the technology category listed. Our full database contains even more if we reach into former consultants who aren't actively engaged today.

Average years of experience entered into the Comments column reflect a blended delivery model of junior, mid-level, and senior TGS W-2 consultants. Resources are assigned based on data platform complexity, workload criticality, and LFUCG operational requirements. Some projects may produce the need for a TGS Practice Architect for a short or limited time. These resources frequently have 15-20+ years' experience in their technical focus area; but we did not include them in the average experience ranges.

## Core Infrastructure

Technology	Experience	Comments
Microsoft Windows Server (2019, 2022, and latest GA release)	438 active employees	Average Experience: 5–8 years
Microsoft Windows 10/11 Desktop	858 active employees	Average Experience: 5-7 years
Microsoft 365 (Architecture, Design, Security & Compliance)	498 active employees	Average Experience: 5-10 years
Microsoft Active Directory / Azure AD / Entra ID	985 active employees	Average Experience: 5–8 years
Microsoft Exchange Online (Cloud-first; on-prem Exchange only if required)	595 active employees	Average Experience: 5-10 years
Linux – Various modern distributions (RHEL, Ubuntu, SUSE)	1,630 active employees	Average Experience: 5–10 years
Internet Information Services (IIS) (latest supported versions)	1,198 active employees	Average Experience: 4–7 years
VMware vSphere / ESXi (latest versions)	475 active employees	Average Experience: 5–8 years
VMware vCenter (latest versions)	135 active employees	Average Experience: 5–8 years
F5 BIG-IP (Load Balancing, WAF, SSL Offload)	71 active employees	Average Experience: 4–7 years

## Cloud & DevOps

Technology	Experience	Comments
Microsoft Azure Architecture & Design	3,192 active employees	Average Experience: 5–10 years
Microsoft Azure IaaS / PaaS Services	658 active employees	Average Experience: 5–10 years
Microsoft Azure VMs / Key Vault	296 active employees	Average Experience: 5–10 years
Microsoft Azure DevOps (CI/CD, Pipelines)	1,130 active employees	Average Experience: 5–10 years
Amazon Web Services (AWS) Architecture & DevOps	1,975 active employees	Average Experience: 5–10 years
Infrastructure as Code (IaC)	947 active employees	Average Experience: 5–10 years
Configuration Management: Ansible, Microsoft Configuration Manager (SCCM/MECM), Chef, Puppet, Vagrant, etc.	2,257 active employees	Average Experience: 5–10 years
Containerization & Orchestration: Docker, Kubernetes (AKS/EKS)	3,871 active employees	Average Experience: 5–10 years
Node.js (for modern web apps)	3,105 active employees	Average Experience: 5–10 years
Modern CI/CD Tools: GitHub Actions, GitLab CI	2,597 active employees	Average Experience: 5–10 years

## Database & Data Platforms

Technology	Experience	Comments
Microsoft SQL Server (2019 and latest GA release)	5,195 active employees	Average Experience: 5–8 years
IBM Db2 (latest supported versions)	302 active employees	Average Experience: 6–10 years
Cloud Databases: Azure SQL Database, AWS RDS	6,750 active employees	Average Experience: 5-10 years
NoSQL: MongoDB, Cosmos DB (if applicable)	2,049 active employees	Average Experience: 5-10 years

## Application Development

Technology	Experience	Comments
Microsoft .NET 6+ / .NET Core (modern framework)	8,962 active employees	Average Experience: 5-10 years
ASP.NET Core (for web apps)	8,532 active employees	Average Experience: 5-10 years
Visual Studio / Visual Studio Code	2,663 active employees	Average Experience: 5-10 years
Language: C#	3,381 active employees	Average Experience: 5-10 years
Language: Python	10,254 active employees	Average Experience: 5-10 years
Language: JavaScript / TypeScript	6,989 active employees	Average Experience: 5-10 years
Language: HTML5 / CSS3	7,192 active employees	Average Experience: 5-10 years
Framework/Library: React, Angular, Vue.js	4,259 active employees	Average Experience: 5-10 years
Framework/Library: jQuery (legacy support only)	2,240 active employees	Average Experience: 5-10 years
APIs & Web Services: REST, GraphQL	3,638 active employees	Average Experience: 5-10 years
PHP (only for legacy systems)	1,523 active employees	Average Experience: 5-10 years

## GIS & Spatial Technologies

Technology	Experience	Comments
ESRI ArcGIS Enterprise (latest supported version)	668 active employees	Average Experience: 5–8 years
ESRI ArcGIS Pro (latest supported version)	204 active employees	Average Experience: 3–6 years
ESRI ArcGIS Online	91 active employees	Average Experience: 5–8 years
ESRI ArcGIS API for JavaScript & Python	115 active employees	Average Experience: 5–8 years

## Security & Networking

Technology	Experience	Comments
Next-Gen Firewalls: Palo Alto	113 active employees	Average Experience: 5-10 years
Network Infrastructure: Extreme Networks (wired/wireless), Routing & Switching	35 active employees	Average Experience: 5-10 years
Load Balancing & WAF: F5 BIG-IP, Azure WAF, Cloudflare, Azure Front Door	117 active employees	Average Experience: 5-10 years
Vulnerability Management: Tenable Nessus, OpenVAS, Shodan	670 active employees	Average Experience: 5-10 years
Patch Management: Microsoft Endpoint Manager (Intune), WSUS, IBM BigFix/HCL	2,262 active employees	Average Experience: 5-10 years
SIEM: Splunk, Microsoft Sentinel, managed services	3,549 active employees	Average Experience: 5-10 years
Endpoint Security: Microsoft Defender for Endpoint	860 active employees	Average Experience: 5-10 years
Identity & Access: MFA, Conditional Access, Zero Trust Architecture	1,298 active employees	Average Experience: 5-10 years

## ERP & Enterprise Applications

Technology	Experience	Comments
PeopleSoft HCM 9.2	177 active employees	Average Experience: 7-10 years
PeopleSoft FSCM 9.2	172 active employees	Average Experience: 7-10 years
PeopleTools 8.62+	78 active employees	Average Experience: 8-12 years

## Section 5.2: Software Development

TEKsystems Global Services (TGS) will provide software development services to support Lexington-Fayette Urban County Government (LFUCG) initiatives requiring custom application development, system integration, application modernization, and workflow enablement. Software development services will be engaged on a **deliverables-based basis** and tailored to the scope, complexity, and risk profile of each assignment.

Software development engagements will be designed with **full lifecycle considerations in mind**, including downstream transition, documentation, and long-term maintainability within LFUCG's operational environment. TGS will apply a **repeatable, disciplined execution model** that emphasizes clarity of scope, predictable delivery, and solutions aligned with public-sector operational expectations.

### Software Development Execution Model (How Work Is Performed)

When engaged for software development services, TGS will execute work using a **phase-based delivery model** that establishes clear inputs, outputs, and validation points while remaining flexible enough to align with LFUCG priorities, governance requirements, and delivery cadence.

Each engagement will be structured to promote early alignment, iterative delivery, and well-planned transition to ensure continuity and sustainability beyond initial implementation.

## Phased Implementation Approach—SAMPLE

X Weeks	X Weeks	X Weeks	X Weeks
Discovery & Alignment	Design & Planning	Build & Validate	Acceptance & Transition
<b>Solution Inputs</b> <ul style="list-style-type: none"> <li>Current State Analysis (workshops, meetings)</li> <li>Final POD and teaming structure</li> <li>Demand planning</li> <li>Current architecture and future roadmap</li> <li>Understand key assumptions</li> </ul>	<ul style="list-style-type: none"> <li>Team &amp; environment ramp up</li> <li>Initial knowledge transfer</li> <li>CI/CD pipeline</li> <li>Definition of Done</li> <li>Documentation, repository config</li> </ul>	<ul style="list-style-type: none"> <li>Product backlog refinement</li> <li>Construction, testing begins</li> <li>Refined backlog(s)</li> <li>Microservice development</li> <li>Test automation development</li> </ul>	<ul style="list-style-type: none"> <li>Ongoing development</li> <li>Demos where appropriate</li> <li>Continuous improvement</li> </ul>
<b>Solution Outputs</b> <ul style="list-style-type: none"> <li>Onboarding playbook</li> <li>Architecture Roadmap</li> <li>POD structure</li> <li>Initial MVP definition</li> <li>AWS funding approach*</li> </ul>	<ul style="list-style-type: none"> <li>Development backlog</li> <li>Ways and Means of Working</li> <li>Architecture Runway</li> <li>Quality strategy</li> </ul>	<ul style="list-style-type: none"> <li>Updated release schedule</li> <li>Key metrics established</li> <li>Construction and testing of initial prioritized features</li> </ul>	<ul style="list-style-type: none"> <li>Deployed software</li> <li>Continuous testing</li> <li>Metrics and reporting: velocity, quality, burn downs, etc.</li> </ul>

### Phase 1: Discovery & Alignment

Software development efforts will begin with a focused discovery and alignment phase to confirm:

- Business objectives and desired outcomes
- Functional and non-functional requirements
- Technical constraints, dependencies, and integrations
- Roles, responsibilities, assumptions, and success criteria

This phase establishes a shared understanding of scope and delivery expectations and ensures that development activities proceed with clear direction and measurable success criteria.

### Phase 2: Design & Planning

During the design and planning phase, TGS will translate validated requirements into solution designs appropriate for LFUCG's technology environment. Activities may include:

- Application, integration, and data design
- Definition of development and testing approaches
- Identification of risks, dependencies, and assumptions
- Confirmation of documentation, acceptance, and transition expectations

Design artifacts will be reviewed with LFUCG stakeholders to validate alignment prior to development.

### Phase 3: Build & Validate

Development work will be performed using an **iterative delivery approach aligned to LFUCG governance and delivery cadence**, allowing functionality to be built, reviewed, and refined incrementally. Throughout this phase, TGS will:

- Develop and integrate application components
- Perform unit and integration testing aligned to defined acceptance criteria
- Maintain documentation in parallel with development activities
- Conduct periodic reviews to validate progress, quality, and alignment

This approach provides LFUCG with visibility into delivered functionality and supports early identification of risks or required adjustments.

#### Phase 4: Acceptance & Transition

Completed work products will be validated against **pre-defined acceptance criteria**, including functional, technical, and documentation requirements. Transition considerations will be planned in advance to support continuity and minimize risk. As appropriate, TGS will support transition activities that may include:

- Knowledge transfer and walkthroughs with designated LFUCG staff
- Delivery of final technical and operational documentation
- Coordination to support deployment readiness or operational handoff
- Early-life support activities to ensure stability following implementation

The engagement will conclude with confirmation that deliverables meet defined objectives and are ready for sustained use within LFUCG's environment.

#### Application Programming Methodology

TGS will apply an iterative, agile-aligned development methodology tailored to each engagement rather than a one-size-fits-all approach. Methodology selection and execution will consider project scope, complexity, risk, and LFUCG governance expectations. This approach promotes collaboration, incremental value delivery, and adaptability while maintaining appropriate controls and documentation.

#### Development Lifecycle

Across software development engagements, TGS will apply a consistent lifecycle framework that typically includes:

- Discovery and requirements alignment
- Design and planning
- Iterative development and testing
- Acceptance and transition
- Knowledge transfer and closeout

This lifecycle supports transparency, accountability, and adaptability across both short-term enhancements and multi-phase development initiatives.

## Documentation Standards

TGS will produce documentation proportionate to the scope and complexity of each engagement to support maintainability, auditability, and transition readiness. Documentation may include, as applicable:

- Requirements and design documentation
- Architecture and integration diagrams
- Data models and interface definitions
- Testing artifacts and results
- Deployment, support, and handoff documentation

Documentation will be delivered in formats suitable for LFUCG retention and ongoing use.

## Secure Development Practices

Security will be embedded throughout the software development lifecycle. TGS will apply secure development practices designed to reduce risk and align with public-sector expectations, including:

- Role-based access and separation of responsibilities
- Segregation of development, test, and production environments
- Code quality and review practices prior to deployment
- Coordination with LFUCG security policies and approval processes

Where applicable, secure development practices will align with recognized industry standards and LFUCG governance requirements.

## Preferred Stacks, Frameworks, and Tooling

TGS development teams will leverage modern, enterprise-supported technologies consistent with LFUCG's environment and standards, including:

- Microsoft .NET and ASP.NET Core
- JavaScript/TypeScript and modern front-end frameworks
- RESTful API development
- Relational and cloud-based data platforms
- Version control, build automation, and CI/CD tooling

Technology selection will prioritize maintainability, security, and long-term sustainability.

## Summary

Through a structured yet adaptable execution model, TGS will deliver software development services that emphasize lifecycle awareness, disciplined delivery, secure practices, and long-term value. This approach ensures LFUCG receives solutions that are well-designed, well-documented, and positioned for sustained success.

## Section 5.3: Consulting Services

TEKsystems Global Services (TGS) provides IT consulting services that help public-sector organizations plan, govern, and execute technology initiatives in a disciplined and practical manner. Consulting services are designed to complement LFUCG's internal capabilities and are delivered through clearly defined, deliverables-based Scopes of Work aligned to governance, security, and operational requirements.

### Experience

TGS brings extensive experience supporting state, county, and municipal government organizations, with a strong understanding of the challenges and opportunities associated with modernizing legacy environments, migrating to cloud-based platforms, and operating mission-critical systems in regulated, audit-driven contexts.

With more than 18 years operating as a dedicated services organization, and 25+ years of broader organizational experience supporting dozens of state governments and over one hundred municipal entities, TGS has developed consulting practices aligned to the realities of public-sector operations, including transparency, accountability, security, and long-term sustainability.

TGS consulting teams regularly support government clients across strategy, architecture, governance, risk, resilience, and program execution, enabling agencies to modernize technology while maintaining continuity of essential services.

### Consulting Approach

TGS applies a business-aligned, architecture-driven consulting approach that integrates business objectives, technology strategy, data, and security considerations to produce measurable outcomes. Consulting engagements are tailored to meet LFUCG at any stage of its modernization journey and scale appropriately based on scope, urgency, and complexity. Core elements of the approach include:

- **Integrating business and technology strategy** to align enterprise goals with architectural and delivery decisions
- **Enabling transformation** through planning and road-mapping that evolve the technology footprint to meet future needs
- **Accelerating outcomes** by applying architecture enablers that support modern engineering while protecting ecosystem integrity
- **Improving technology adoption** through practical change planning and risk mitigation

Consulting work emphasizes clarity of decision-making, repeatable execution, and alignment with LFUCG governance processes rather than prescriptive or one-size-fits-all solutions.

## Strategy, Architecture & Governance Services

TGS provides consulting services across strategy, architecture, and governance to help LFUCG modernize in a controlled and cohesive manner. Key activities may include:

- **Architecture Governance** – Establishing governance models and decision frameworks that support modern delivery while maintaining control and accountability
- **Strategy & Horizon Planning** – Defining future-state architecture strategies and conducting horizon planning for application, platform, and technology modernization
- **Operational Architecture** – Defining efficient approaches for producing architecture artifacts, patterns, and runways that support delivery teams
- **AI Ecosystem Strategy** – Defining AI ecosystem strategies that support safe experimentation, standardization, and responsible adoption

These services result in clearly defined architectural guardrails, future-focused roadmaps, and modern engineering practices aligned to enterprise strategy.

## Security, Risk, Resilience & Compliance

TGS consulting services incorporate risk, resilience, and compliance considerations as integral components rather than standalone activities. A holistic approach is used to assess current-state risk posture, governance maturity, and regulatory alignment. Consulting services may include:

- **Risk and compliance assessments** covering policies, procedures, controls, prior audits, and risk reports
- **Development of unified risk and compliance frameworks** aligned to identified gaps and operational realities
- **Third-party and application risk assessments** where applicable
- **Governance and accountability model definition** aligned to business and IT operations
- **Targeted training and knowledge transfer** for IT and business stakeholders

Where applicable, TGS also supports AI Governance, Risk, and Compliance (GRC) initiatives, helping organizations establish policies, controls, and oversight mechanisms that ensure responsible development, deployment, and monitoring of AI technologies.

## Business Continuity & Disaster Recovery (BC/DR)

TGS provides comprehensive Business Continuity and Disaster Recovery (BC/DR) consulting services designed to help public-sector organizations prepare for, respond to, and recover from disruptive events while maintaining delivery of critical services.

BC/DR services are delivered using a risk-based, lifecycle-aware approach informed by recognized standards and public-sector best practices, including NIST SP 800-34 (Contingency Planning) and ISO 22301 (Business Continuity Management Systems), CIS and state level continuity guidance, and alignment to organizational emergency management and incident response structures.

### BC/DR Consulting Capabilities

Capability	Description
<b>Business Impact Analysis (BIA) &amp; Risk Assessment</b>	TGS begins BC/DR engagements by identifying mission-critical services, systems, and dependencies, defining Recovery Time Objectives (RTOs) and Recovery Point Objectives (RPOs), and assessing operational, technical, cyber, and environmental risks. This analysis ensures continuity strategies are aligned to actual business impact, rather than applied uniformly or based solely on technical considerations.
<b>Business Continuity Planning (BCP)</b>	TGS develops actionable continuity plans for critical services and departments that define strategies, roles, escalation paths, and interim procedures required to sustain essential operations during disruptions. This may include mapping of people/process/technology, third-party dependencies, documentation of manual workarounds, creation of interim operating procedures, coordination with critical stakeholders, and clear definition of roles, responsibilities, and escalation paths with the organization. BCPs are designed to be actionable and usable under stress, avoiding overly complex documentation while maintaining auditability and compliance.
<b>Disaster Recovery Planning (IT DR)</b>	TGS supports the design of recovery strategies for on-premises, cloud, and hybrid environments, including recovery sequencing, data protection and backup strategy alignment, and documentation of technical procedures. Design of recovery architectures may leverage virtualization, cloud, or secondary facilities, as appropriate. All technical recovery procedures and dependencies will be documented for LFUCG. Our focus is on right-sized recovery solutions that balance cost, complexity, and recovery objectives.

Capability	Description
<b>Cloud-Enabled Resilience</b>	Where applicable, TGS helps organizations leverage cloud and hybrid capabilities to improve resilience through governed, secured, and tested recovery architectures. TGS will use replication, backup, and recovery services aligned to governance policies. TGS will design resilient architectures using availability zones, regions, and automation where appropriate and integrate cloud-based recovery with on premises systems. TGS ensures cloud-enabled DR approaches are governed, secured, and tested, rather than treated as assumed capabilities.
<b>Testing, Validation &amp; Operational Readiness</b>	TGS places strong emphasis on validation and continuous improvement through structured testing and exercises including tabletop exercises, technical DR tests, coordination of business/IT recovery testing, documentation of results, gaps, and remediation actions, and support for audit, compliance, and insurer requirements. Testing activities are designed to improve preparedness while minimizing operational disruption.
<b>Governance, Compliance &amp; Documentation</b>	All BC/DR consulting efforts emphasize clear documentation suitable for audits and public records obligations, traceability between risks, recovery objectives, and implemented controls; alignment with applicable public sector requirements; and defensible decision making supported by formal assessments and approvals.

### Summary

Through its consulting services, TGS will help LFUCG to reduce service disruption during emergencies and incidents; protect critical data and technology assets; improve coordination across IT, security, and business units; meet audit, compliance, and resilience expectations; and enhance long-term operational stability and public trust. By combining disciplined assessment, practical planning, and integrated execution, TGS provides consulting support that is measurable, sustainable, and aligned to public-sector mission priorities.

## Section 5.4: Security & Compliance

TEKsystems Global Services (TGS) will support Lexington-Fayette Urban County Government (LFUCG) with security and compliance services designed to align with recognized frameworks and public-sector practices. TGS approaches security as a **holistic, integrated discipline**, recognizing that an effective security posture is achieved through the coordinated use of people, process, technology, and governance rather than a single control or solution.

Security services will be designed to help LFUCG reduce risk, improve resilience, and maintain compliance across the full lifecycle of systems and data while remaining aligned with operational and business objectives.

### Security Operating Approach (How Security Is Governed and Executed)

TGS will apply an enterprise-level security operating approach that emphasizes **centralized visibility, coordinated response, and risk-based prioritization**. This approach is informed by TGS's Cybersecurity Enterprise Operations (CEO) model, which provides a unified view of security activities across the environment while remaining flexible enough to adapt to LFUCG governance and operational needs. Key characteristics of this approach include:

- Integration of security across technical, procedural, personnel, and business domains
- Risk-driven decision-making aligned with LFUCG priorities
- Clear accountability for monitoring, response, and compliance activities
- Ongoing collaboration between security, IT, and business stakeholders

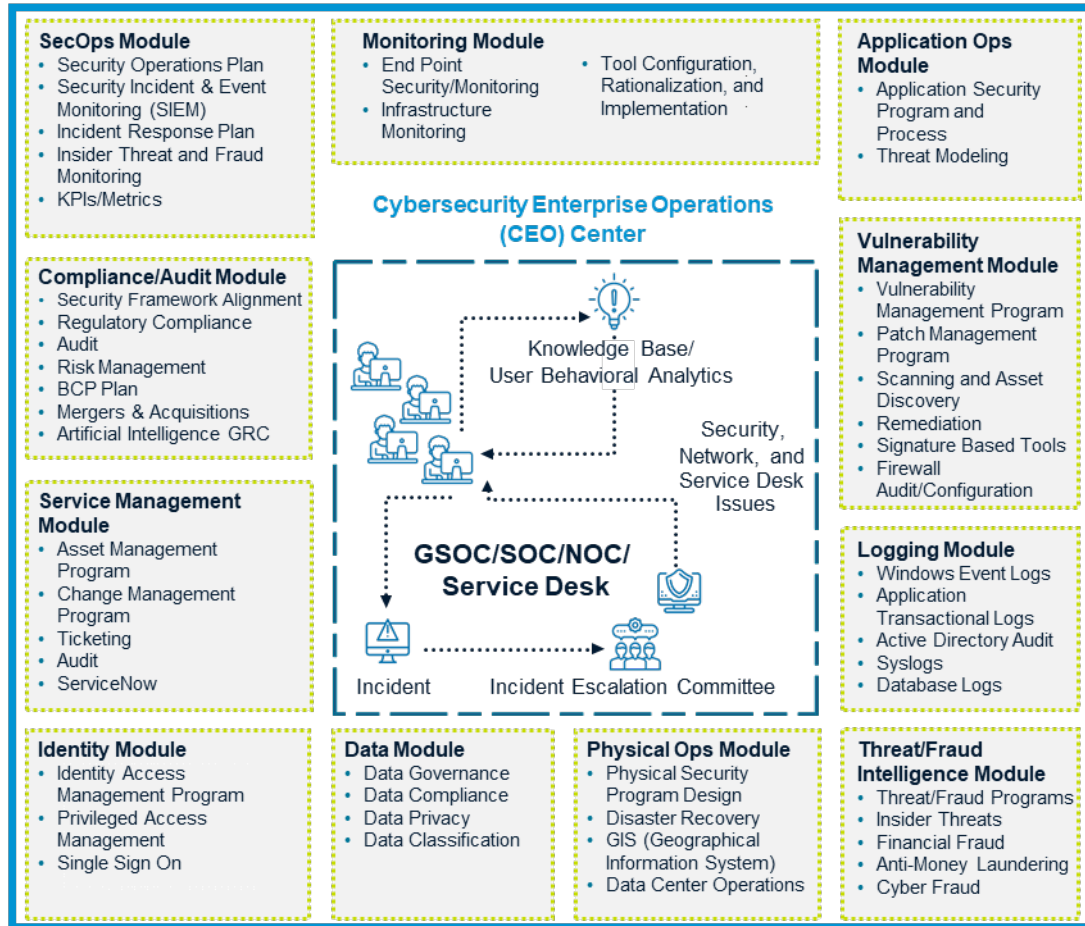
This operating approach enables security to function as an enabler of reliable services rather than a standalone or reactive function.

### TGS' CEO Model Overview: A flexible roadmap that can be implemented by modules

- A module is an independent service that can be built and implemented and joined to other modules to form the CEO model.
- Compliance is embedded in every module. We can align to your GRC program or build a new program with any framework or regulatory compliance needed.
- The model is a new vision of Cybersecurity Operations that incorporates operations and data from the entire IT infrastructure to better enable companies to handle the complexity and scale of vulnerabilities and threats occurring in the environment.
- Managing assets (infrastructure, cloud and virtual instances, software) and device configurations within a centralized management structure drives compliance and standards to reduce risk.
- Continuous monitoring is a vital capability for security operations to address emerging risk patterns and provide real-time feedback on the overall health of your IT infrastructure.

- Cyber and insider threat investigations are other tools that mature security operations centers should be employing to reduce IP, financial, and asset loss.

**Governance, Risk and Compliance Program**



## Security Domains Covered

TGS' Risk & Security practice is designed to address the full range of security domains identified in the RFP. Services may be delivered independently or in combination, depending on LFUCG needs.

Domain	Benefits to LFUCG
<b>Identity &amp; Access Management</b>	TGS will support identity and access initiatives that ensure the right users have appropriate access to systems and data. This includes advising on identity strategies, access controls, and governance practices that align with least-privilege principles and public-sector expectations.
<b>Endpoint and Network Security</b>	TGS will assist LFUCG in strengthening endpoint and network security through approaches that focus on visibility, segmentation, and protection of critical assets. Services will align with LFUCG standards and support secure operation of both modern and legacy environments.
<b>Monitoring &amp; Incident Response</b>	<p>Monitoring and response services will be designed to provide timely awareness of security events and the ability to respond effectively. TGS will help LFUCG define monitoring objectives, response processes, and escalation paths to support coordinated and repeatable incident handling.</p> <p>This includes alignment between security monitoring and broader IT operations to improve situational awareness and operational resilience.</p>
<b>Data Protection</b>	TGS will support data protection efforts focused on safeguarding sensitive information from unauthorized access, misuse, or loss. Services may include classification strategies, data security controls, and alignment with applicable regulatory or policy requirements.
<b>Vulnerability &amp; Configuration Management</b>	TGS will apply a systematic approach to vulnerability and configuration management that prioritizes remediation based on risk and operational impact. This includes helping LFUCG identify vulnerabilities, assess exposure, define remediation strategies, and support secure configuration practices over time.
<b>Compliance Alignment</b>	Security services will be aligned with applicable compliance requirements and recognized frameworks. TGS will assist LFUCG in translating compliance obligations into practical controls, processes, and documentation that support audit readiness without disrupting operations.

Domain	Benefits to LFUCG
<p><b>Integration with IT and Development Activities</b></p>	<p>Security will be integrated with LFUCG’s broader IT and software development activities rather than treated as a separate function. TGS will promote collaboration between security, infrastructure, and application teams to ensure that security considerations are incorporated into system changes, development efforts, and operational decisions.</p> <p>This integrated approach supports consistent controls, reduced risk, and fewer downstream issues.</p>
<p><b>Documentation &amp; Knowledge Transfer</b></p>	<p>TGS recognizes the importance of documentation and transparency in public-sector security programs. Security engagements will include appropriate documentation to support governance, continuity, and audit needs. Documentation may include:</p> <ul style="list-style-type: none"> <li>• Security assessments and findings</li> <li>• Policies, standards, or procedural documentation</li> <li>• Risk and remediation documentation</li> <li>• Operational and handoff materials</li> </ul> <p>Documentation and knowledge transfer activities will be planned as part of the engagement to support long-term sustainability.</p>

**Summary**

TGS has supported county government IT organizations in assessing security gaps and strengthening governance by aligning controls, documentation, and remediation planning to reduce risk and mature security programs.

Through a holistic, enterprise-aligned security approach, TGS will support LFUCG in strengthening its security posture across identity, infrastructure, applications, data, and operations. By integrating security with governance, operations, and compliance requirements, TGS will help LFUCG reduce risk, improve resilience, and operate securely in a dynamic threat environment.

## Section 6: Engagement Model & Deliverables

TGS confirms understanding of Section 6 in the RFP. For each engagement initiated under the contract awarded, TGS will work with LFUCG to define the specific goals and objectives, and create a customized solution and pricing. We will outline these in a Scope of Work (SOW), Project Plan, Architecture & Design, Implementation, Knowledge Transfer Plan, Operational Readiness Plan, and Closeout documentation.

## Section 7: Cost of Services: Attachment B

### Fee Schedule

#### Attachment B

Attachment B contains a list of **services** the Lexington-Fayette Urban County Government may need provided. Please respond with details for each including the average experience of qualified employees who may provide IT services. You may respond with the number of employees the average applies to, e.g. “5 years, 3 employees”. If necessary, please include additional comments to provide LFUCG with information that should be considered during the vendor selection process.

#### TEKsystems Global Services Response

The rates included in the fee schedule/Attachment B below are hourly not-to-exceed rates for resources who would provide services in the general categories in the table below. Any future project that falls within these categories will be solutioned with a team that has the appropriate level of experience required for the scope of work involved. We have a large database of active IT consultants as represented in Attachment A; with a cross-section of skill levels from junior up through senior and niche/specialist roles.

We are happy to provide a more granular rate card by role if LFUCG wants to provide a list of roles for comparison.

Category	Services	Rate	Notes
<b>Software Development</b>	ASP.NET Core (C#) JavaScript / TypeScript Python HTML5 / CSS3 Modern Frameworks: React, Angular, Vue.js RESTful & GraphQL API Development	\$200	See TGS Response above table
<b>Database Design &amp; Data Services</b>	Microsoft SQL Server Azure SQL Database MySQL / PostgreSQL Oracle Database ESRI Enterprise Geodatabase NoSQL (MongoDB, Cosmos DB)	\$200	
<b>Consulting Services</b>	Disaster Recovery & Business Continuity Planning Technical Requirements Gathering IT Strategic Planning & Roadmaps IT Governance & Compliance IT Project Management (Agile, PMI) Certified Project Management (PMP) Enterprise Architecture & Cloud Strategy PeopleSoft HCM & FSCM Consulting ESRI ArcGIS Enterprise Portal Design & Implementation	\$275	

Category	Services	Rate	Notes
<b>Server &amp; Application Implementation</b>	Microsoft SharePoint Online & Hybrid Microsoft Project Online Microsoft SQL Server Microsoft Exchange Online (Cloud-first) Microsoft Windows Server (latest versions) VMware vSphere / vCenter ESRI ArcGIS Enterprise Apache HTTP Web Server (latest versions)	\$225	
<b>Training Services</b>	Microsoft 365 & SharePoint Online Microsoft Project Online Microsoft SQL Server Visual Studio / Visual Studio Code VMware vSphere ESRI ArcGIS (Online, Portal, Pro) Azure Fundamentals & Advanced Services Cybersecurity Awareness & Zero Trust Principles	\$225	
<b>Network Support Services</b>	F5 BIG-IP (Load Balancing, WAF), Azure Front Door, AWS WAF, Cloudflare, etc. Microsoft Active Directory / Entra ID Microsoft Windows Server VMware Infrastructure Network Architecture & Design (LAN/WAN/Wireless) SD-WAN & Network Segmentation	\$200	
<b>Information Security Services</b>	Policy Development & Review Security Planning & Risk Analysis Penetration Testing & Vulnerability Assessment Risk Management & Compliance (NIST, CIS, ISO 27001) Security Audits & Remediation End-User Security Training Zero Trust Architecture Design SIEM/SOAR Implementation (Microsoft Sentinel, Splunk) Endpoint Security & EDR/XDR Deployment	\$285	
<b>Enterprise DevOps &amp; Cloud Services</b>	Cloud Architecture & Design (Azure, AWS) Code Deployment & CI/CD Pipelines Enterprise System Administration Version Control (GitHub, GitLab) Infrastructure as Code (IaC) Platform as a Service (PaaS) Software as a Service (SaaS) Infrastructure as a Service (IaaS) Containerization & Orchestration Automation & Configuration Management	\$260	

## Pricing Models

TGS understands that LFUCG operates a broad portfolio of mission-critical technologies supporting public services and may engage multiple vendors under this contract to sustain existing services, deliver new initiatives, and provide rapid, deliverable-based support under defined scopes of work. TEKsystems Global Services (TGS) recognizes that these engagements will vary in size, complexity, and urgency over the life of the contract.

Accordingly, TGS offers flexible, engagement-appropriate pricing models that can be tailored to the specific objectives, scope, and delivery approach defined for each task order or Scope of Work (SOW). Pricing structures are selected collaboratively with LFUCG to balance cost control, delivery predictability, and the need to respond quickly to evolving priorities. Depending on the nature of each engagement, TGS can support the following pricing models:

Pricing Model	Description and Use Case
Time and Materials (T&M)	Time and Materials pricing is well-suited for engagements where scope may evolve, rapid response is required, or ongoing support is needed to sustain and enhance existing services. LFUCG is billed for actual hours worked by approved resources, providing transparency and flexibility while maintaining control over work performed.
Fixed Monthly Fee	For engagements involving a known quantity of resources supporting defined services over a period of time, TGS can provide a fixed monthly fee. This model offers predictable costs while supporting consistent delivery, provided the agreed-upon team size and scope remain stable.
Fixed Fee with Deliverable- or Milestone-Based Payments	For engagements with clearly defined scopes of work and tangible deliverables—such as architecture and design, implementation phases, or discrete initiatives—TGS can offer a fixed fee with payments tied to completed milestones. This approach aligns cost with outcomes and supports deliverable-based accountability.
Fixed Fee per Project	For self-contained projects with well-defined requirements and acceptance criteria, TGS can offer a fixed-fee, project-based price. This model provides cost certainty and aligns pricing to the specific outcomes defined in the approved SOW.
Team-Based or Iterative Delivery Models (As Applicable)	For initiatives delivered through iterative or incremental approaches, TGS can structure pricing around a defined development or delivery team for a specified period. This model supports predictable velocity and is adaptable to LFUCG's preferred governance and planning cadence.

## Alignment to LFUCG Engagement Needs

For each engagement initiated under this contract—including SOW development, project planning, architecture and design, implementation, knowledge transfer, operational readiness, and closeout—TGS will recommend a pricing model aligned to:

- The clarity and stability of scope
- The need for rapid or on-demand support
- The desired balance between flexibility and cost predictability
- LFUCG's governance and approval processes

This approach ensures pricing remains transparent, defensible, and appropriate for each engagement while allowing LFUCG to efficiently leverage external expertise across a diverse and evolving portfolio of work.

## Additional Charges

TGS provides transparent, flexible pricing during project scoping. Any additional charges will be identified and confirmed at the time the project is defined and approved. In addition to service fees, anticipated travel and related expenses may apply, as well as equipment charges if TGS is required to provide laptops for assigned resources.

## Section 8: Company Information

### Company Name and Address

**Company Name:** TEKsystems Global Services, LLC

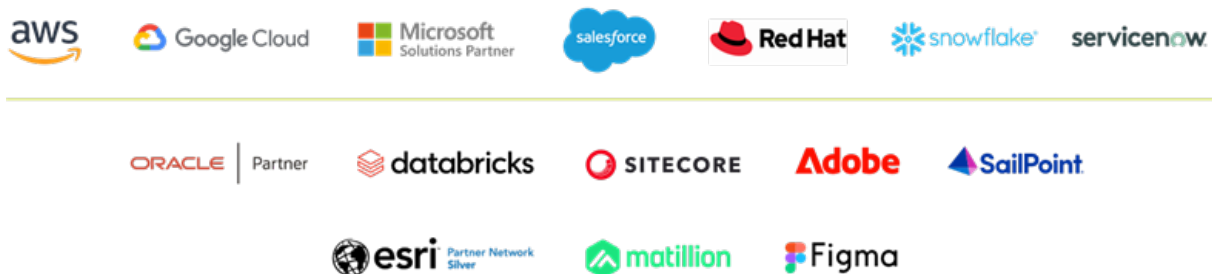
**HQ Address:** 7437 Race Road, Hanover, MD 21076

**Local Fayette County Address:** 3120 Wall Street, Suite 310, Lexington, Kentucky 40513

**Other Kentucky Address:** 700 North Hurstbourne Parkway, Suite 250, Louisville, Kentucky 40222

### Business Partnerships

Transformational technologies demand equally transformative partnerships. Full-stack capabilities coupled with depth and diversity of experience in leading platforms help organizations grow, innovate, and thrive. With a progressive yet pragmatic approach, we work together with you to fully leverage these platforms to optimize productivity, adoption, and business results. Our partner-based solutions successfully steward customers through digital disruption and into the future. The following is an overview of strategic partnerships that TGS has in place:



**TEKSYSTEMS' STRATEGIC PARTNERS: WE'RE BETTER, TOGETHER. THE WORLD'S LEADING TECHNOLOGY BRANDS WORK WITH US BECAUSE OF OUR SCALE, SPEED, AND QUALITY—BUILDING UPON THEIR FOUNDATION TO FOSTER AND SHARE IDEAS THAT HELP OUR CUSTOMERS GROW.**

Embedded in the technology landscape for 43 years, we continually study the market for strategic partnerships to ensure our customers have access to the most innovative platforms and big-thinking companies. As our customers continue to demand emerging technologies, TGS can offer LFUCG the power of the following strategic partnerships to enhance your service delivery:

#### Adobe

One North delivers digital experiences on the Adobe platform that drive growth and adoption of those experiences. As an Adobe Bronze Solutions Partner, our multidisciplinary approach enables content strategy, content migration, design, and technology to work in parallel to enhance creative productivity, marketing agility, delivery and activation.

## AWS

As an AWS Premier Tier Services Partner, our deep expertise and capabilities in Amazon Web Services (AWS) allow us to meet our customers at any point in their cloud journey, whether just starting or executing on enterprise-wide transformation. We take a customer-first approach by understanding your business goals and priorities, working side by side to jumpstart your transformation, and maximizing the return on your technology investments—from advisory, design, migration, and implementation to adoption and innovation.

Passionate about delivering sustainable, measurable results, TEKsystems Global Services is a member of the AWS Well-Architected Partner Program and an AWS Training Partner. We hold the AWS Data and Analytics Consulting Competency, AWS DevOps Consulting Competency, AWS Machine Learning Consulting Competency, AWS Media and Entertainment Services Competency, AWS Migration Consulting Competency, AWS Government Services Competency, and AWS Security Consulting Competency.



- ML Services Competency
- DevOps Services Competency
- Security Services Competency
- Government Services Competency

- Data & Analytics Services Competency
- Media & Entertainment Services Competency
- Migration and Modernization Services Competency

## Google Cloud Platform

TGS has been a Google Cloud Premier Partner for years and in November 2024, TGS announced its Strategic Partnership Agreement (SPA) with Google Cloud. This partnership is a significant milestone, as we are now one of only 12 focused partners in which Google Cloud is investing.

Our partnership covers a wide spectrum of Google Cloud initiatives with core capabilities in Generative AI, Applied AI, Data Analytics, Migration and Modernization. We offer accelerated services in Customer Engagement Suite (Agent Assist & Insights), Data Modernization (EDW & Data Lake), Intelligent Document Processing, Catalog & Content Enrichment, and Agentspace. We currently hold Google Cloud Specializations in Data Analytics and Infrastructure and were the first partner in the ecosystem to obtain the Customer Engagement Suite (formerly CCAI) specialization.



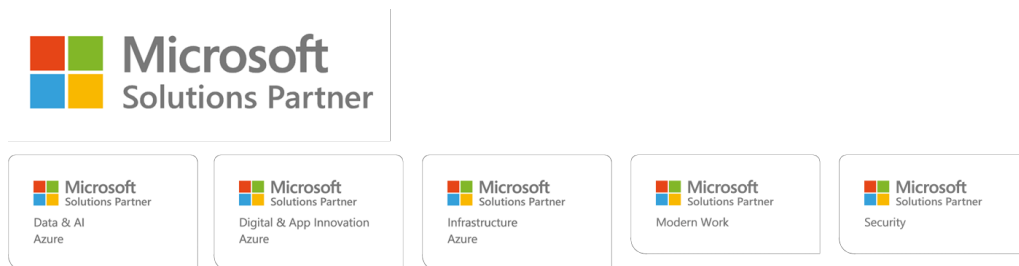
## Matillion

TEKsystems Global Services is a Silver Partner of Matillion. Matillion is an all-in-one platform to build and manage data pipelines, create no-code data transformations, and deliver data for AI and analytics at scale. Matillion boosts productivity for data engineers, empowering teams to build and manage pipelines to deliver valuable data for analytics and AI projects—at scale. As the demand for data accelerates, enterprises must increase the productivity of their data teams, which means doing more work, faster, with fewer resources. Matillion’s Data Productivity Cloud makes data work more productive by empowering the entire data team to move, transform, and orchestrate data pipelines, faster.

## Microsoft

As a Microsoft Solutions Partner, we cover a full spectrum of Cloud initiatives. We bring qualified expertise and deep experience to help our customers maximize ROI and achieve real value. From discovery and design to adoption and improvement, we’ll tailor our solutions to meet your needs and help you stay ahead of what’s next.

Our Solutions Partner designation enables us to leverage a variety of Microsoft funding mechanisms, including End Customer Investment Funding (ECIF), Azure Migrate and Modernize (AMM), and Azure Innovate (AI) among others. We are a Solution Assessment, FastTrack, Copilot Jumpstart, and Cloud Endpoint Jumpstart partner.



## Oracle

As a trusted Oracle Cloud Service Track Partner, we have unsurpassed knowledge and understanding across all Oracle products. We’ll help you navigate the entire spectrum to maximize the value of your Oracle investments, supporting on-premises, cloud and database enterprise applications; data engineering, data visualization, and big data analytics; and fusion middleware.

## Red Hat

Leveraging our Red Hat Premier Partnership and comprehensive experience with open-source emerging technologies, TEKsystems helps companies accelerate modernization and build solutions that drive customer loyalty, engagement, and efficiency. We specialize in implementation and adoption of Red Hat OpenShift, Ansible Automation Platform, and Red Hat Enterprise Linux. TEKsystems Global Services has achieved expert Specializations via the Partner Practice Accelerator Program for Virtualization, Automation, and Application Platform.

## Salesforce

As a Salesforce Summit Partner, TEKsystems ranks in the top 10% of all Salesforce partners. With technical insight, delivery excellence and the deepest bench in the game (500+ Salesforce-certified pros), our experienced team can help you maximize the value of the platform to harness each opportunity. Through strategy implementation we'll help you maximize your sales and empower your service and mobile teams to deliver lightning quick customer experiences that improve service, satisfaction and loyalty. Through our partnership, you'll attain the Salesforce results you envision with speed and agility.

## ServiceNow

TEKsystems Global Services stands at the forefront as an Elite Consulting & Implementation Partner and a Service Provider Partner, proudly achieving a stellar 5/5 CSAT Score. With over a decade of ServiceNow expertise, we deliver comprehensive end-to-end services tailored to meet diverse business needs, including advisory services, implementations,



CMDB modernization, SAM optimization, AI readiness, support services, organizational change management, talent development, and centralized operations. Our commitment is to delight our customers with an exceptional ServiceNow approach that drives measurable ROI and maximizes business value. By prioritizing quality and success, we empower organizations to scale efficiently and achieve transformative outcomes through the power of ServiceNow solutions.

## Sitecore

TGS is a Sitecore Platinum Solution Partner—the highest level in Sitecore's partner program. This recognition reflects over a decade of experience with an experienced, multidisciplined team of Architects, Developers, Systems Engineers and Technical Strategists. Some members of this team are multi-year recipients of the Sitecore MVP award. The team supports both cloud-based Sitecore platforms, like XM Cloud, and on-premises products, including XM and XP, offering end-to-end support — from design, to build, to hosting. One North is a trusted partner in maintaining some of the most sophisticated digital ecosystems in the world.

## Snowflake

As a Snowflake Elite Services Partner, we have the proven skills and experience to help businesses leverage Snowflake's innovative technology and achieve data-driven results. Our large team of certified SnowPro architects will rapidly integrate Snowflake into your data solutions, maximizing the value of data analytics for transformative performance. Our capabilities span a wide range of data solutions, including data lake solutions, data warehouse implementation, and data engineering. We excel in AI and machine learning, providing AI enablement to help businesses harness the power of artificial intelligence. Our expertise in cost optimization ensures that our solutions are both effective and efficient.

Additionally, we prioritize data security with our data security lake and offer a robust data migration framework to seamlessly transition your data to new environments.

### Scaled Agile Partner: Gold SPCT



As SAFe Gold SPCT partners, we harness the power of the SAFe framework where appropriate, integrating it with our advanced transformation accelerators to help guide your organization in adopting Agile methodologies, mindsets, and behaviors, ensuring that you deliver business value swiftly without compromising on quality.

We specialize in creating tailored, outcome-focused journey maps that continually enhance end-user experiences, streamline operations, and reduce the total cost of ownership. Our comprehensive services encompass all aspects of Agile principles, including business and digital transformation, organizational change management, and the development of communities of practice.

We offer a tailored approach that helps you:

- Increase business value, profitability, accountability and stakeholder advocacy
- Improve business agility and make faster insight-driven decisions to create innovation
- Plan, measure progress and adjust projects for faster sprint cycles

TEKsystems possesses the experience and expertise necessary to accelerate your business with measurable outcomes, whether you are looking to scale Agile, implement Lean Portfolio Management, transform from Project to Product, practice in a Coaching Dojo, or adopt DevOps. Transform your organization into one that fosters creativity, empowers employees, and minimizes waste.

Visit us at <https://www.teksystems.com/en/agile-transformation> for more information.

### Strategic Agility Center of Excellence

Strategic Agility has two Scaled Agile Program Consultant-T (SPCTs). Our 20 SPC-certificated coaches have 200+ years of aggregated Agile experience, transforming teams and enterprises across industries and continents. Our trainers have conducted over 323 SAFe courses and trained 4,490 SAFe professionals using a combination of the following modalities to meet the need of any situation.

## Years in Business

We have been providing IT Services for 43 years as an organization. Our TEKsystems Global Services, LLC division was spun off and created as a separate LLC in 2008 (18 years).

## References

### Reference #1

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#### Kentucky Personnel Cabinet

Robbie S. Perkins, CPM  
IT Director, Division of Technology Services  
501 High Street Frankfort, Kentucky 40601  
Office: 502.564.5127  
Mobile: 859.227.5532

**ADA Compliance Services:** TEKsystems supported the revision of four existing Articulate Storyline training courses to ensure compliance with WCAG 2.0 AA accessibility standards, improving usability for all learners. The engagement also included development of a supporting accessibility handbook, providing documentation and guidance to sustain compliance and future course updates.

**ERP Services:** TEKsystems delivered ERP consulting services supporting SAP environments, providing experienced functional and technical resources to assist with system configuration, analysis, and business process alignment. Our work helped ensure the ERP platform effectively supported operational needs while maintaining stability, compliance, and scalability.

### Reference #2

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#### State of Kentucky, Office of Broadband Development

Meghan Sandfoss  
Executive Director  
100 Airport Road, 3rd Floor, Frankfort, Kentucky 40601  
Office: 502.892.3249  
Mobile: 502.330.8713

**GIS Services:** TEKsystems utilized ESRI ArcMap to analyze and visualize large, complex datasets by geographically plotting unserved and underserved Broadband Serviceable Locations (BSLs) by application and creating Census Block Group–level project area polygons. GIS analysis was used to identify conflicting Census Block Groups, support the deconfliction process, and serve as a validation mechanism against external data sources, helping ensure accuracy and enabling informed subgrantee selection decisions.

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### Reference #3

#### University of Illinois Foundation

Mike Davis

CIO

Office: 217.244.8296

Email: madavis3@uif.uillinois.edu

**MS Azure Cloud Security Technical and Consulting Services:** TEKsystems established UIF's Azure cloud foundation, enabling secure ingestion, governance, and analytics at scale. We delivered a future-ready data and governance architecture that improved data accessibility, quality, and compliance. The engagement positioned UIF to generate predictive insights, accelerate fundraising decisions, and independently operate and scale the platform.

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### Reference #4

#### The Louisville and Jefferson County Metropolitan Sewer District (MSD)

Brad Good, Chief Financial Officer

700 West Liberty Street Louisville KY 40203-1911

Office: 502.540.6131

Mobile: 502.741.3880

**ERP Support:** TEKsystems supported the deployment of SAP Analytics Cloud (SAC) as the second phase of an S/4HANA implementation, enabling enhanced analytics, reporting, and data visualization capabilities. Our team assisted with configuration, integration, and rollout to ensure business users had timely access to actionable insights aligned with enterprise data standards.

**Service Desk Infrastructure Services:** TEKsystems provided Digital Workplace Services supporting day-to-day IT operations, including application development, application support and management, and end user technology services. The engagement also included coordination of hardware moves and technology transitions, ensuring continuity of service and minimal disruption to end users.

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### Reference #5

#### Jefferson County Public Schools

Eric Satterly, Chief Information Officer

Email: eric.satterly@jefferson.kyschools.us

**Application Development Capacity Services:** TEKsystems provided senior-level development support to Jefferson County Public Schools (JCPS), delivering custom applications and integrations across student systems, HR platforms, and third-party vendors using .NET/C#, SQL Server/PostgreSQL, and Azure. The engagement included legacy VB/ASP.NET modernization, containerized and event driven architectures (Docker, Kubernetes, CQRS), and technical leadership to reduce technical debt in a large K-12 environment serving 100,000+ students.

## Reference #6

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### Louisville Metro Government—Metro Technology Services

Joan Sheffer, Deputy Director

Office: 502.574.6774

Mobile: 502.974.6968

Email: joan.sheffer@louisvilleky.gov

**Multiple IT & Consulting Services:** TEKsystems delivered a combination of technology and consulting services spanning information security, artificial intelligence, application development, and enterprise platforms. Our support also included project management, hardware and network services, Salesforce administration, and Power BI analytics, enabling secure, data-driven operations and modernized IT service delivery across complex public sector environments.

## Section 9: Additional Information & Contract Terms

**Evaluation:** LFUCG employees and representatives of relevant user groups will evaluate proposals.

**Awards:** LFUCG intends to award contracts to multiple vendors to establish a list of firms to provide services as needed. LFUCG reserves the right to award this contract in its best interest.

**Term:** The contract term will be three (3) years with the option to renew for two (2) additional one-year terms.

**Standard Contracts:** If your firm requires execution of a standard contract, include a **draft** with your response.

**Ownership & Rights:** All materials developed, data collected, or reports prepared under the project agreement become the property of LFUCG. LFUCG reserves non-exclusive rights to copy, publish, disseminate, and use materials developed under the agreement, in print or electronically.

**Public Sector Considerations:** Proposers should acknowledge public records obligations, auditability, and operational resiliency requirements typical of government environments.

### TEKsystems Global Services Response

TEKsystems Global Services acknowledges and accepts all of the contract terms above including the **Public Sector Considerations** which address adherence to public records obligations, auditability, and operational resiliency requirements typical of government environments.

Per the Standard Contracts term, we have included a draft of our standard Master Services Agreement to be part of consideration.

## Appendices and Required Forms

### Appendix A: Affidavit

The following two pages include the notarized Affidavit form.

**AFFIDAVIT**

Comes the Affiant, TEKsystems Global Services, LLC and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Shannon Gerlack and he/she is the individual submitting the proposal or is the authorized representative of TEKsystems Global Services, LLC 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 Procurement 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.

**Continued on next page**

8. Bidder will comply with all registration requirements as a contractor where required by Section 5-85 of the Code of Ordinances of the Lexington-Fayette Urban County Government. Bidder will utilize as subcontractors on the contract only contractors who are registered as required by Section 5-85 of the Code of Ordinances. Bidder will maintain a "current" status with regard to all contractor registration requirements during the life of the contract and will ensure that all subcontractors maintain a "current" status with regard to all contractor registration requirements during the life of the contract. Bidder has authorized the Division of Procurement to verify the registration of Bidder and Bidder's subcontractors with the Division of Building Inspection.

Further, Affiant sayeth naught.

  
\_\_\_\_\_

STATE OF KENTUCKY

COUNTY OF JEFFERSON

The foregoing instrument was subscribed, sworn to and acknowledged before me

by SHANNON GERLACK on this the 14<sup>TH</sup> day  
of APRIL, 2026.

My Commission expires: JUNE 3, 2028

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE



## Appendix B: Equal Opportunity Agreement

TEKsystems Global Services (TGS) supports the intent of the Equal Opportunity Agreement; however, we are unable to execute the form as currently written because it references superseded federal authorities. Specifically, the Agreement cites Executive Orders 11246 and 11375. To ensure our certification accurately reflects current federal requirements and guidance, TGS requests that the Agreement be updated to reference the most current applicable federal executive order(s), including Executive Order 14173, titled “Ending Illegal Discrimination and Restoring Merit Based Opportunity,” signed January 21, 2025, and any related implementing guidance. Upon receipt of an updated form, **TGS will promptly review and, subject to standard legal review, is prepared to execute the revised Equal Opportunity Agreement.**

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the “Recipient”) hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the “Act”), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the “Regulations”) and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### The Law

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

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

\*\*\*\*\*

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

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

Bidders

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

***TGS will promptly review and, subject to standard legal review, is prepared to execute the revised Equal Opportunity Agreement.***

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name of Business*

## Appendix C: Work Analysis Form

TEKsystems Global Services (TGS) does not collect or store demographic data based on the listed roles or the seniority of our personnel. Nor does TGS collect, store, or utilize demographic data that could be deemed by the Federal government as being discriminatory.

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																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>																	

## Appendix D: MWDBE Participation Form and Outreach Forms

Per vendor Q&A, LFUCG confirmed the forms LFUCG MWDBE PARTICIPATION FORM & LFUCG MWDBE SUBSTITUTION FORM were not required at the time of proposal submission. They further confirmed that vendors may proceed under this RFP without obligating themselves to any diversity spend requirements that could be based on race or sex.

### **TEKsystems Global Services, LLC statement:**

TEKsystems is cognizant of Executive Order 14173, titled “Ending Illegal Discrimination and Restoring Merit-Based Opportunity,” and does not maintain a diverse-owned business participation plan that provides preferences, quotas, or set asides for women- or minority-owned businesses.

TEKsystems values partnerships with sub-contractors and we leverage them to gain access to broader talent pools and to supplement our sourcing and recruiting capabilities. TEKsystems’ supplier inclusion program, a subset of our sub-contractor program, seeks to enhance the development of small, veteran and disability-owned businesses. These businesses are often locked out of opportunities offered to well-established companies (larger corporations). We believe that supporting these small, veteran and disability-owned businesses contributes to economic growth and job creation, leading to a more robust and resilient supply chain. TEKsystems works with a network of over 65 small business partners, many of whom are veteran- and disability-owned businesses. Working in partnership with qualified sub-contractors, we explore ways to continuously assess, develop and expand the services we offer to our customers and consultant populations while positively affecting the organization’s growth. We have successfully assisted our small, veteran and disability-owned business sub-contractors in capturing more than \$1.1 billion in revenue in the past five years. We often serve as mentors to our sub-contractors, providing them with insight into how we do business and helping them avoid some of the struggles smaller and less experienced organizations face. We enable them to increase their capacity to scale by allowing them to focus on sourcing talent and having us focus on the sales portion of the business. This allows companies with whom we partner to increase their revenue and headcount at a rate that they would be unable to if they also needed to focus on growing their customer base simultaneously. Our dedicated sub-contractor team manages these relationships and ensures our partner’s satisfaction and success.

### Supplier Inclusion Executive Alliance

Our supplier inclusion executive alliance is a pioneering initiative that aims to empower small, disability and veteran-owned business partners. Our mission is to establish and nurture strategic partnerships with these businesses to help them grow and succeed through our experience, expertise, and brand. We team with these businesses so they can position themselves to win work directly with customers. We identify where the business needs help from IT services capabilities from recruiting to contracting to financial support and provide support on these engagements as a sub-contractor to the small or veteran-owned business. This model reduces the perceived risk that our customers might associate with partnering with small businesses and creates a pathway for these businesses to deliver at scale in partnership with TEKsystems.

## Appendix E: General Provisions

### 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 and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

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

#### B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. 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.



\_\_\_\_\_  
Signature

April 17, 2026

\_\_\_\_\_  
Date

## Appendix F: Risk Management Provisions

The following four pages include redlined exceptions to the Risk Management Provisions, Insurance, And Indemnification section of the RFP. We've also included a copy of our standard certificate of insurance.

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

except to the extent that claims arise from Contractor's reasonable reliance on the instructions of LFUCG or can be attributed to the negligence, willful misconduct, or violation of law by LFUCG, CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all third party claims liability, damages and losses, including but not limited to, demands, ~~claims~~, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, ~~recklessness or willful misconduct~~ of CONTRACTOR in the performance of the services provided under this agreement.

### **FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

### **INSURANCE REQUIREMENTS**

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

#### **Required Insurance Coverage**

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

#### **Coverage Limits**

General Liability \$1 million per occurrence, \$2 million aggregate (Insurance Services Office Form CG 00 01) or equivalent ~~or \$2 million combined single limit~~

Worker's Compensation Statutory

Employer's Liability \$100,000

Professional Liability \$1 million per ~~occurrence~~ claim

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named-included as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms or equivalent.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. ~~The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.~~
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. ~~LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed. Agent/Broker shall endeavor to provide LFUCG 30 days' written notice of policy cancellation.~~
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

### Renewals

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

### Deductibles and Self-Insured Programs

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

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

### Safety and Loss Control

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

### Verification of Coverage

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

### Right to Review, Audit and Inspect

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

### **DEFAULT**

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

00548704



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
12/1/2025

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Atlas Partners, Inc. 201 King of Prussia Road STE100 Radnor PA 19087		<b>CONTACT NAME:</b> Certificates <b>PHONE:</b> (610) 526-2130 <b>FAX:</b> (610) 526-2021 <b>EMAIL:</b> cert@atlaspartners.com <b>ADDRESS:</b>	
<b>INSURED</b> TEKsystems Global Services, LLC 7437 Race Road Hanover MD 21076		<b>INSURER(S) AFFORDING COVERAGE</b>	
License# 57061 CRT (REV)		INSURER A: Indemnity Ins Co of N Am NAIC # 43575	INSURER B: ACE Property and Cas Ins Co 20699
		INSURER C: ACE American Insurance Company 22967	INSURER D: INSURER E: INSURER F:

COVERAGES      CERTIFICATE NUMBER: 1440425801      REVISION NUMBER: TGS Standard

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

REF LTR	TYPE OF INSURANCE	ADDL. INFO	SUBR. INFO	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000,000 SR GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> OCC. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			G49309740	11/30/2025	11/30/2026	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (EA. OCCURRENCE) \$ 3,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP ADD. \$ 3,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			H11361055 (OWNED) H1136057A (HMOA)	11/30/2025 11/30/2025	11/30/2026	CORRENDU SINGLE LIMIT \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RESTRICTION \$ 100,000			G27420091 011	11/30/2025	11/30/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER/ROCKWELL (Residency in NJ) (Fees include work description of operations below)	Y/N	N/A	C72001805 (AOG) C72001817 (WE)	11/30/2025 11/30/2025	11/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$L EACH ACCIDENT \$ 1,000,000 \$L DISEASE - EA EMPLOYEE \$ 1,000,000 \$L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 This certificate is issued as evidence of insurance, subject to the policy terms, conditions and exclusions, including the following provisions:

<b>CERTIFICATE HOLDER</b>  For Information Purposes Only	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  All handwritten addresses are true 
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## Appendix G: Draft of TGS Master Services Agreement

The following pages include the draft of our standard MSA to be considered as part of ongoing negotiations.

**MASTER SERVICES AGREEMENT  
BETWEEN  
AND TEKSYSTEMS GLOBAL SERVICES, LLC**

This Master Services Agreement (“Agreement”), dated as of the (the “Effective Date”), is made and entered into by and between , (“Client”), having a place of business at 300 W 57th St, New York, NY, 10019 and TEKsystems Global Services, LLC, (“TEKsystems”), a Maryland limited liability company, having its principal place of business at 7437 Race Road, Hanover, Maryland 21076.

**WITNESSETH:**

**WHEREAS**, Client has selected TEKsystems to provide the Services (as defined below); and,

**WHEREAS**, the parties desire to define the terms and conditions on which TEKsystems shall render such services; and

**NOW THEREFORE**, in consideration of the mutual promises herein contained, the parties agree as follows:

**1. Definitions**

- 1.1. The term "Affiliate" of a party means any legal entity directly or indirectly controlled by, controlling, or under common control with that party. For purposes of this definition, owning 50% or more of the stock, equity or property of such legal entity, or having the right to appoint 50% or more of the members or owner representatives of such legal entity, are examples of forms of control.
- 1.2. “SOW” shall mean a written document, executed by both parties, that contains the phrase ‘Statement of Work’ in its title. For the sake of clarity, all modifications, changes, or additions to any existing SOW by a Change Order shall also be considered within the definition of the term “SOW”.
- 1.3. “Change Order” shall mean a written document, executed by both parties, that contains the phrase ‘Change Order’ in its title and further contains the items required by Section 2.C.(ii).
- 1.4. “Services” shall mean the services defined in a SOW or Change Order.

**2. Services**

- A. **SOW Required.** All Services performed hereunder shall be performed by TEKsystems in accordance with a SOW. Each SOW shall be executed by an authorized representative of each of the parties hereto, whereupon it shall be deemed incorporated by reference as though fully set forth herein.
- B. **Order of Precedence.** In the event of a conflict between the terms of this Agreement and any subsequent applicable and executed SOW or Change Order, the terms of the applicable SOW or Change Order shall control. In the event of a conflict between the terms of an applicable SOW and any subsequent Change Order, the terms of the Change Order shall control. The SOW or Change Order may, depending upon the nature of the Services being performed by TEKsystems, include specific terms and conditions that shall modify, amend and supersede the terms and conditions of this Agreement.
- C. **Change Order Procedures.**
  - (i) **Requirement to Modify SOW.** All modifications, changes, or additions to any existing SOW shall require a Change Order. Either party may initiate the process for a Change Order by submitting a written request to the other party along with an explanation of reasons as to why such Change Order is desirable or necessary. Upon agreement by the parties to the terms and conditions, the Change Order shall be executed by authorized representatives of each party.

(ii) Change Order Contents. All Change Orders must contain:

- (1) a description of any additional work to be performed and/or changes to the performance required of either party; and
- (2) a statement of any pricing that will be modified as a result of the Change Order.

**D. Acceptance.** Client shall have 15 (15) calendar days from TEKsystems' stated completion of any Services to determine whether such stated completion complies with the applicable SOW. Where the SOW contains specified deliverables or milestones, such determination by Client shall be based on the deliverables or milestones. If Client believes the Services (or the deliverables or milestones where applicable) do not comply with the SOW when they are stated as complete by TEKsystems, Client will give TEKsystems detailed written notification of the deficiency or non-conformance. TEKsystems then shall, within thirty (30) days of receipt of such written notification, do one of the following: (1) correct the deficiency or non-conformance; (2) provide Client with a plan for correcting the deficiency or non-conformance; or (3) provide a response explaining why TEKsystems does not agree with Client's determination of a deficiency or non-conformance. Further, all Services (including deliverables or milestones where applicable) shall be deemed accepted if not rejected in writing by Client within fifteen (15) days after TEKsystems' stated completion. Client's failure to accept or reject any Services (including deliverables or milestones) shall constitute a full waiver of any Client claim related thereto.

### 3. Performance

Except as expressly provided herein or pursuant to an applicable SOW, Client shall not control the means or manner in which TEKsystems, its employees and contractors perform the work, but only the results to be accomplished subject to the terms and conditions of this Agreement.

### 4. Client Premises and Security

**A. Client Premises.** Client agrees to provide TEKsystems with adequate premises, in good repair, to perform its responsibilities under this Agreement (hereinafter the "Client Premises"). Without limiting the generality of the foregoing, Client agrees to supply office equipment and furniture, and parking spaces for TEKsystems employees under the same conditions provided to employees of Client. Client also will provide telephone instruments and telephone service for TEKsystems as required by TEKsystems to provide the Services. TEKsystems is not responsible for any injury or damage to property or persons which occur in or around the Client Premises unless it is caused by the gross negligence or willful misconduct of TEKsystems. In the event Client moves the Client Premises during the term of this Agreement, Client agrees to pay Client's and TEKsystems' cost of such move and, thereafter, shall reimburse TEKsystems for any additional cost, if any, of providing the Services from the new Client Premises.

**B. Security Standards.** TEKsystems will adhere to such security standards with respect to Client's data as may reasonably be imposed by Client in writing. Client will reimburse TEKsystems for actual costs incurred if adherence to security standards requested or required by Client increases TEKsystems' costs of operation.

### 5. Termination

Unless otherwise agreed to in writing, either party may terminate this Agreement or a SOW by giving the other party notice of the termination; however, Client shall pay TEKsystems for all work performed and expenses incurred prior to the effective date of the termination. Client agrees to provide TEKsystems with a minimum of sixty (60) business days written notice of an Agreement or SOW termination. If Client provides less than sixty (60) days written notice of an Agreement or SOW termination, TEKsystems reserves the right to invoice Client for ten (10) full days of Services plus any travel and living expenses incurred by TEKsystems. In addition, TEKsystems' charges will include any reasonable fees TEKsystems incurs in

terminating subcontracts associated with the Services. The parties agree that the foregoing invoicing and charges are a genuine pre-estimate of the losses TEKsystems will suffer if it receives less than sixty (60) business days written notice from Client of a termination.

**6. Confidential Information**

- A. Non-Disclosure.** Both parties acknowledge that either party may disclose to the other in connection with the performance of this Agreement or the Services, information the disclosing party considers confidential or proprietary (“Confidential Information”), the disclosure of which would be damaging to the disclosing party. For purposes of this Section 6, Confidential Information shall include all non-public information of either party which a party marks as confidential or trade secret information including, without limitation, software (regardless of its state of completion or form of recordation), product proposals, internally devised technology, system or network architecture or topology, security mechanisms, product or processing capacities, revenues, and information relating to its business affairs (including internal procedures and policies).
- B. Restrictions on Use.** Both parties agree not to disclose, duplicate, copy, transmit or otherwise disseminate in any manner whatsoever the Confidential Information provided to the other, except to (i) both parties’ employees having a need to know to perform the relevant Services, and (ii) both parties’ employees or employees of other contractors of TEKsystems, who have been given consent to receive the Confidential Information. All such persons receiving the Confidential Information shall (a) have been informed of the confidential nature of the information; (b) have executed written agreements or policy acknowledgments imposing upon such persons the same obligations as are imposed upon the parties hereunder. Each party agrees to make copies of such agreements or policies available to the other upon request. Except in connection with Services expressly anticipating any such action, neither party shall reverse-engineer, decompile, disassemble, debug or otherwise use any part of software, to which it is given access in connection with the Services, to access or generate corresponding higher level code, or to access to logic intrinsic thereto; nor will it aid, abide or permit another to do so.
- C. Maintenance of Confidential Information.** Both parties, with respect to the Confidential Information shall (i) maintain it in confidence; (ii) use at least the same degree of care in maintaining its secrecy as they use in maintaining the secrecy of their own proprietary, confidential and trade secret information, but in no event less than a reasonable degree of care; and (iii) use it only to fulfill their obligations under this Agreement unless hereafter agreed in writing by the other party.
- D. Exchange of Confidential Information.** Upon completion of the Services, or upon the disclosing party’s earlier request, the receiving party shall immediately give over to the disclosing party all of the Confidential Information then in the receiving party’s possession. Neither party shall retain a part or copy of any of the other’s Confidential Information (unless required by law) and, if requested in writing, the receiving party shall certify its exacting compliance with the foregoing provision. However, neither party shall be required to delete archival backups on its computers or networks.
- E. Survival.** The provisions of this Section shall survive the termination or expiration of this Agreement and shall remain in effect so long as either party has in its possession any Confidential Information.
- F. Request for Disclosure.** Both parties acknowledge the competitive value and confidential nature of the Confidential Information. In the event that the receiving party becomes legally compelled to disclose any of the disclosing party’s Confidential Information, the receiving party shall provide the disclosing party with prompt notice so that the disclosing party may seek a protective order or other appropriate remedy and the receiving party agrees to cooperate in seeking reasonable protective arrangements requested by the disclosing party. In the event that a protective order or other remedy to prevent disclosure is not obtained, the receiving party shall furnish only that portion of the Confidential Information which is legally required and the receiving party shall exercise reasonable effort to obtain reasonable assurance that confidential treatment will be accorded the Confidential Information.

- G. Remedies.** Both parties acknowledge and agree that, given the nature of the Confidential Information and the damage that may result if information contained therein is disclosed to any third party, money damages may not be sufficient remedy for any breach of this Agreement, and that, in addition to all other remedies, the non-breaching party may be entitled to specific performance and injunctive or other equitable relief as deemed proper or necessary by a court of competent jurisdiction as a remedy for any such breach, and the breaching party further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.
- H. Exceptions.** Neither party shall have any obligation concerning any portion of the Confidential Information which (i) was at the time of disclosure or thereafter, in the public domain through no act or failure to act on the recipient parties' part, or (ii) was already in the recipient parties' possession at the time of its disclosure and was not acquired directly or indirectly from the other party, or (iii) was lawfully received by the recipient party after disclosure from a third party without obligation of confidentiality and without violation by such third party of an obligation of confidentiality to another, or (iv) was independently developed by the recipient party without any use of or benefit of Confidential Information, or (v) is approved for release or disclosure by the disclosing party without restriction. Both parties represent that they have agreements or policy acknowledgements in place with their employees which restrict the unauthorized disclosure or use of confidential and proprietary information of third parties.
- I. Confidential Agreement.** This Agreement is a confidential Agreement between TEKsystems and the Client. Without the prior written consent of the other party, this Agreement may not be shown to any third parties other than the parties' regulators, the parties' legal counsel and accountants, the parties' authorized employees and the parties' authorized agents and subcontractors under this Agreement. Notwithstanding the foregoing, this Agreement may be disclosed as necessary by reason of legal, accounting or regulatory requirements beyond the reasonable control of TEKsystems or the Client, as the case may be, in which event TEKsystems and the Client agree to exercise diligence in limiting such disclosure to the minimum amount necessary under the particular circumstances.

## 7. **Intellectual Property**

TEKsystems and its Affiliates, licensors, personnel, employees, agents, and representatives ("TEK Group") shall own all patents, trademarks, copyrights, trade secrets, and other intellectual property rights, in and to all Services, software, technology, deliverables, and materials, that are conceived, utilized, or developed, related to or arising from this Agreement or the Services (collectively "TEKsystems Work Product").

## 8. **Indemnity**

- A.** Each party agrees to indemnify and hold the other party, and each of their employees, agents, and representatives harmless from and against any and all losses, claims or damages (including reasonable attorney's fees and expenses) arising out of or relating to this Agreement from or in connection with:
- (i) any damage, loss (including theft) or destruction of any real or tangible personal property; or
  - (ii) death or bodily injury of any agent, employee, customer, business invitee or business visitor of the indemnitor,
- by reason of the negligent act or omission of the indemnitor. This indemnity is not intended to and shall not be interpreted so as to permit indemnification of the indemnitee for its own negligence or the negligence of its employees, agents or representatives. The employees or agents of either party shall not, when at the premises of the other, be deemed the other party's business invitee or business visitor.
- B.** The indemnitee shall give the indemnitor written notice of any such claim, suit or proceeding of which the indemnitee becomes aware. The indemnitor shall have sole control of, and will defend or negotiate settlement of, at its own expense, any such claim or action.

- C. Client warrants to TEKsystems that Client has obtained, at Client's expense, the necessary consents from third parties who have an interest in any software provided by Client ("Client Software") to permit TEKsystems to perform the Services with respect to the Client Software. Client acknowledges that TEKsystems will require affidavits from third party software providers to analyze their software. Client agrees to indemnify TEKsystems for all losses, claims, damages and costs arising from TEKsystems' performance of Services on any software which is licensed to Client by third parties wherein the losses, claim or damages result from an allegation that TEKsystems' services infringed or violated any rights of such third party software provider.
- D. The terms of this Section 8 shall survive the termination of this Agreement.

9. **Warranties, Representations and Disclaimers**

- A. **Performance of Services.** TEKsystems warrants that it shall perform those Services described in any applicable fully executed SOW(s) associated with this Agreement in a workmanlike and professional manner, consistent with the general standards applicable to the information technology consulting industry.
- B. **Use of Information from Client and Use of Third Party Software.** The scope of the Services provided by TEKsystems pursuant to this Agreement are, in whole or in part, dependent upon (i) the information and parameters provided by Client, and/or (ii) the use of software licensed by or for Client and provided to TEKsystems in the course of performing Services hereunder. **NOTWITHSTANDING THE FACT THAT TEKSYSTEMS MAY RECOMMEND AND/OR USE ANY PARTICULAR SOFTWARE TO OR FOR CLIENT, OR MAY UTILIZE THE INFORMATION OBTAINED FROM THE USE OF SUCH SOFTWARE TO PERFORM THE SERVICES, TEKSYSTEMS MAKES NO REPRESENTATIONS AND/OR WARRANTIES OF ANY KIND WITH RESPECT TO: (I) THE PERFORMANCE OF TEKSYSTEMS' SERVICES, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.A. ABOVE; (II) SUCH SOFTWARE, INCLUDING, BUT NOT LIMITED TO THE ACCURACY, RELIABILITY OF THE INFORMATION, FUNCTIONALITY OR SUITABILITY, OR THE RESULTS OBTAINED FROM THE USE OF SUCH SOFTWARE; AND (III) THE IMPACT SUCH INFORMATION OR SOFTWARE MAY HAVE ON THE SERVICES PROVIDED BY TEKSYSTEMS.**
- C. **Acts to Void Warranty.** The warranty set forth in Section 9.A. shall be void where any defects or issues result from: (i) the acts or omissions of persons who are not employees or agents of TEKsystems, (ii) revisions, modifications, or changes to any Services by the Client (or its agents or representatives) including combination of the Services with other products, services, or technologies, (iii) use of the Services by Client in a manner inconsistent with or contrary to the intended purpose of the Services, or (iv) information or instructions provided by Client (or its agents or representatives).
- D. **Authorization to Execute Agreement.** Each party warrants it has the right, power and authority to enter into this Agreement, that an authorized representative has executed this Agreement, and that each will comply with any applicable laws and regulations relating to its performance under this Agreement.
- E. **Disclaimer.** THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. TEKSYSTEMS MAKES NO CLAIMS, REPRESENTATIONS, OR WARRANTIES REGARDING ANY THIRD-PARTY HARDWARE, SOFTWARE, SYSTEMS OR PRODUCTS LICENSED OR SOLD DIRECTLY TO CLIENT AND CLIENT ACKNOWLEDGES THAT ANY WARRANTIES FOR THIRD-PARTY HARDWARE, SOFTWARE, SYSTEMS OR PRODUCTS ARE MADE SOLELY BY THE OWNERS AND VENDORS OF SUCH THIRD PARTY HARDWARE, SOFTWARE, SYSTEMS, AND PRODUCTS. ANY IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE, ARE DISCLAIMED. SOFTWARE AND TECHNICAL INFORMATION IS LICENSED, IF AT ALL, "AS IS" AND WITH ALL FAULTS. THE AGENTS, PERSONNEL AND EMPLOYEES OF TEKSYSTEMS ARE NOT AUTHORIZED TO MAKE MODIFICATIONS TO THIS WARRANTY, OR ADDITIONAL WARRANTIES BINDING ON TEKSYSTEMS ABOUT OR FOR PRODUCTS WHICH MAY RESULT FROM THIS AGREEMENT. ACCORDINGLY, ADDITIONAL STATEMENTS FROM AN OFFICER OF TEKSYSTEMS DO NOT CONSTITUTE WARRANTIES AND SHOULD NOT BE RELIED UPON. THE WARRANTIES SET FORTH IN THIS AGREEMENT AND THE STATUTE OF LIMITATIONS SHALL RUN CONCURRENTLY WITH ANY ACCEPTANCE PERIOD. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE NOT TRANSFERABLE. NO SUIT, LITIGATION, OR ACTION SHALL BE BROUGHT BASED ON THE ALLEGED BREACH OF THE WARRANTIES SET FORTH IN THIS AGREEMENT OR ANY IMPLIED WARRANTIES MORE THAN ONE YEAR AFTER THE DATE OF DELIVERY.

**10. Invoices, Expenses, Payments and Fees**

- A. TEKsystems shall invoice Client in accordance with the invoice frequency and rates specifically set forth in each SOW. Client's obligation to pay TEKsystems' invoices shall not be dependent upon the generation of a Client purchase order. Client shall reimburse TEKsystems for all reasonable and necessary travel and living expenses incurred by TEKsystems in the performance of any Services, upon receipt of documentation for such expenses, provided that such expenses comply with TEKsystems' travel and expense policies, and provided further that such expenses are incurred pursuant to an applicable SOW or other request for Services by Client. Invoices submitted by TEKsystems to Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by Client within five (5) business days after Client's receipt of the invoice.

Payment in full for invoices shall be due within 15 days from invoice date, at TEKsystems Global Services LLC, PO Box 402042, Atlanta, GA 30384.

Invoices that are more than seven (7) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance. Late charges shall be calculated using the U.S. Method, therefore interest will not be compounded on the past due balance. If the Client's account is past due and TEKsystems has notified Client verbally or in writing of the past due balance, TEKsystems may, without advance notice, immediately cease providing any and all Services without any liability to Client for interruption of pending work. Failure to make payment in a timely manner will void any warranties made by TEKsystems.

If the Client's account, after default, is referred to an attorney or collection agency for collection, Client shall pay all of TEKsystems' expenses incurred in such collection efforts including, but not limited to, court costs and reasonable attorneys' fees.

- B. In the event that TEKsystems determines itself insecure as a result of any adverse change in Client's operating or financial condition, then TEKsystems, upon three (3) days' prior written notice to Client, shall have the right to request a change in credit terms within ten (10) days thereafter. If Client fails or is unwilling to comply with these new credit terms, TEKsystems shall have the option of (a) putting Client on a cash and advance basis or (b) terminating the Agreement or any SOWs immediately.

**11. Personnel**

- A. **Independent Contractor.** It is understood that in connection herewith, TEKsystems shall be acting as an independent contractor. The employees, officers and agents of one party, in the performance of this Agreement, shall act only in the capacity of representatives of that party and not as employees, officers or agents of the other party and will not be deemed for any purpose to be employees of the other. Neither party shall commit, nor be authorized to commit or bind, the other party in any manner.

Nothing in this Agreement is intended to create the existence of a partnership, joint venture, employment or agency relationship between the Client and TEKsystems.

- B. Compensation of Personnel.** Each party shall bear sole responsibility for payment of compensation to its personnel. Each party shall pay and report, for all its personnel performing services in connection herewith, federal and state income tax withholding, social security taxes and employment insurance applicable to such personnel as employees. Each party shall bear sole responsibility for any health or disability insurance, retirement benefits or other welfare or pension benefits (if any) to which such personnel may be entitled.

Each party agrees to defend, indemnify and hold harmless the other, the other's officers, directors, employees and agents from and against any claims, liabilities or expenses relating to such personnel compensation, tax, insurance or benefit matters; provided that the indemnitee shall promptly notify the indemnitor of each such claim when and as it comes to the indemnitee's attention, cooperate with the indemnitor in the defense and resolution of such claim and not settle or otherwise dispose of such claim without the indemnitor's prior written consent, such consent not to be unreasonably withheld.

- C. State and Federal Taxes.** As neither parties' personnel are employees of the other, neither party shall take any action or provide the other's personnel with any benefits or commitments inconsistent with any of its obligations hereunder. In particular: (i) Client will not withhold FICA (Social Security) from TEKsystems' payments; (ii) neither party will make state or federal employment insurance contributions on behalf of the other or the other's personnel; (iii) Client will not withhold state and federal income tax from payment to TEKsystems; (iv) neither party will make disability insurance contributions on behalf of the other; or (v) neither party will obtain worker's compensation insurance on behalf of the other or the other's personnel.

**12. Non-Solicitation**

Client agrees not to offer employment during the term of this Agreement and for twelve (12) months thereafter to any employee, subcontractor or staff member of TEKsystems nor hire or use the services of same, either directly or indirectly, without the prior written consent of TEKsystems.

**13. Limitation of Liability**

TEKsystems' (including its Affiliates', agents', and representatives') maximum aggregate liability arising out of or related to this Agreement or the Services for any claim, whether in tort, contract, or otherwise, shall be limited to the lesser of (i) 12 times the average monthly fee paid by Client to TEKsystems during the year immediately preceding the claim or (ii) to the amount of fees actually paid by Client to TEKsystems for the goods or Services which are the subject matter of the claim.

**IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (INCLUDING SUCH OTHER PARTY'S AFFILIATES, AGENTS, AND REPRESENTATIVES) FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, OR LOST PROFITS, OR FOR ANY CLAIM OR DEMAND MADE BY ANY THIRD PARTY, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, TEKSYSTEMS (INCLUDING ITS AFFILIATES, AGENTS, AND REPRESENTATIVES) WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY CLIENT'S OR ANOTHER PARTY'S FAILURE TO PERFORM ITS RESPONSIBILITIES ASSOCIATED WITH THIS AGREEMENT. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.**

**14. Expenses**

TEKsystems shall invoice Client for all reasonable expenses, including but not limited to travel expenses, incurred in accordance with this Agreement and/or any SOW that becomes associated herewith.

**15. Time of Performance**

TEKsystems' time of performance shall be enlarged or extended, to the extent reasonably necessary, in the event that: (a) Client fails to submit data in the prescribed form or as required by this Agreement and any exhibits hereto, or as required by any SOW which may become associated or part of this Agreement, (b) any force majeure occurrence including, an act of God, malfunction of any equipment or other cause beyond the control of TEKsystems, (c) special requests by Client or any governmental agency or other regulatory authority authorized to regulate or supervise Client; or (d) Client fails to provide any equipment, software, premises or performance called for by this Agreement or any SOW.

**16. Further Assurances**

Except as expressly provided otherwise in this Agreement, if either party requires the consent or approval of the other party to take any action under this Agreement, such consent or approval shall not be unreasonably withheld or delayed.

**17. Taxes**

Client will pay directly or reimburse TEKsystems for all sales, use or excise taxes, however designated, levied or based, on amounts payable pursuant to this Agreement (or any SOW), including state and local privilege or excise taxes based on gross revenues under this Agreement (or any SOW) or taxes on services rendered or personal property taxes on the systems licensed hereunder. Client shall not be responsible for any taxes levied on the personal property or net income of TEKsystems.

**18. Insurance**

TEKsystems shall maintain insurance coverage at its own expense, including general liability, personal injury and property damage, combined single limit of \$1,000,000, and automobile, combined single limit of \$1,000,000.

**19. Assignment**

No party shall transfer or assign any or all of its rights or interests under this Agreement (or any SOW) or delegate any of its obligations without the prior written consent of the other party; provided, however, that TEKsystems may transfer or assign its rights or interests, or delegate its obligations, under this Agreement (or any SOW) to any of TEKsystems other divisions, business units, subsidiaries, Affiliates, or to contractors/subcontractors as contemplated in an applicable SOW, without the prior written consent of Client.

**20. Attorney's Fees**

If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses in addition to any other relief available to the prevailing party.

**21. Notices**

Any notices required or permitted hereunder shall be deemed given if contained in a written instrument delivered in person, or by facsimile, overnight courier, or first class registered or certified mail, postage prepaid, addressed to such party at the address or applicable fax number set forth below, or at such other address as may hereafter be designated in writing by the addressee to the addresser:

In the case of Client:

In the case of TEKsystems:

TEKsystems Global Services, LLC  
7437 Race Road  
Hanover, Maryland 21076  
ATTN: Regional Controller

All notices given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of delivery if personally delivered, on the date when sent if sent by facsimile, on the business day after the date when sent if sent by overnight courier, and on the fifth business day after the date when sent, if sent by mail, in each case addressed to the party as provided herein or in accordance with the latest unrevoked direction from such party.

**22. Entire Agreement**

This Agreement together with all attachments, exhibits, and any SOW(s) or Change Order(s) executed by both parties, constitute the full and complete understanding and agreement of the parties hereto and supersede all prior understandings and agreements. Any waiver, modification or amendment to any provisions of this Agreement, any SOW, or Change Order shall be effective only if in writing and signed by the parties hereto.

**23. Severability**

If any of the provisions of this Agreement (or any SOW) are held to be invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement (or any SOW) shall not in any way be affected or impaired thereby.

**24. Section Titles**

Section titles as to the subject matter of particular sections herein are for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections to which they refer.

**25. Limitations Period**

No action or claim under this Agreement or related to the Services, unless involving death or personal injury, may be brought by either party (or its Affiliates, representatives, or agents) against the other (or its Affiliates, representatives, or agents) more than one (1) year after the cause of action arises.

**26. No Waiver of Default**

The failure of either party to exercise any right of termination hereunder shall not constitute a waiver of the rights granted herein with respect to any subsequent default.

**27. Non-Interference with Contractual Relationship**

Client warrants that, as of the Effective Date hereof, it is not subject to any contractual obligation that would prevent Client from entering into this Agreement, and that TEKsystems' offer to provide the Services in no way caused or induced Client to breach any contractual obligation.

**28. Dispute Resolution**

All disputes, controversies, or differences arising in connection with the Agreement or the Services including their validity, execution, performance, breach, non-renewal or termination shall be finally settled in an

arbitration proceeding under the Rules of the American Arbitration Association by three arbitrators with expertise in the computer consulting/information technology industry in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association. Selection of the arbitrators shall be as follows: each party shall appoint one arbitrator within twenty (20) days after negotiations between the parties have failed, and those two arbitrators shall appoint a third arbitrator who shall act as chairman, within a twenty (20) day period thereafter. If the parties fail to appoint the chairman within said period, the parties will apply to the American Arbitration Association for appointment of the third arbitrator. The parties agree to be bound by the findings of the arbitration. Notwithstanding the foregoing, the courts shall have jurisdiction over injunctive or provisional relief pending arbitration. The arbitrators shall be empowered to award damages only as permitted by the express terms of this Agreement or any applicable SOW or Change Order. The non-prevailing party to the arbitration shall pay the prevailing party's reasonable expenses of the arbitration, including reasonable attorneys' fees and other costs and expenses incurred in connection with the prosecution or defense of such arbitration.

**29. Governing Law**

This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland, without giving effect to its conflict of law principles. Subject to the Dispute Resolution provisions of Section 28 hereof, the parties agree to submit to the exclusive jurisdiction of the state and federal courts of Maryland with respect to disputes arising under or related to this Agreement or the Services.

**30. Covenant of Good Faith**

The parties agree that, in their respective dealings arising out of or related to this Agreement, they shall act fairly and in good faith.

**31. Survival**

The provisions of this Agreement (or any SOW) which by their nature extend beyond the expiration or early termination of this Agreement (or any SOW) will survive and remain in effect until all obligations are satisfied.

**32. Export Control**

Client agrees that it will comply with all applicable export controls including but not limited to the International Traffic and Arms Regulations (ITAR), the Export Administration Regulations (EAR), and all regulations and orders administered by the Office of Foreign Asset Control of the U.S. Department of Treasury ("Export Laws"). It shall be Client's responsibility (and not TEKsystems') to file Encryption Classification Requests (and Client shall not require TEKsystems to rely on self-classification of software), request encryption reviews, obtain export permissions, or procure any export licenses, required by applicable law and regulations (including the Export Laws). To the extent any TEKsystems' employees work on Client Premises or on Client's network or systems, Client further assumes responsibility for TEKsystems' employees' actions with regard to any transfer of export controlled articles to include technical data, and defense services while acting within the scope of work under this Agreement or applicable SOWs. Client shall be responsible for identifying in writing for TEKsystems any information, instructions, software, products, services, or positions that involve export controlled data or require TEKsystems personnel to participate in the export of controlled information and technologies to foreign persons.

**33. Bankruptcy**

To the extent applicable, Client agrees that in the event Client files bankruptcy, (i) to the extent TEKsystems pays the salary and other direct labor costs of TEKsystems' employees and contractors it provides to Client and such amounts incurred within 180 days prior to bankruptcy are not paid by Client to TEKsystems prior to bankruptcy, and/or (ii) TEKsystems is the assignee of claims held by such TEKsystems' employees and contractors against Client for such amounts incurred within 180 days prior to bankruptcy and such amounts

are not paid by Client to TEKsystems prior to bankruptcy, then TEKsystems has a claim against Client in bankruptcy for the amount of such salary and other direct labor costs which is entitled to a priority under 11 U.S.C. § 507(a)(4).

**34. Country Specific Terms**

TEKsystems acknowledge and agree that Client or Client Affiliate may request the provision of Services outside of the territory by TEKsystems or a TEKsystems Affiliate (as appropriate) and where, such TEKsystems or TEKsystems Affiliate agrees to provide such Services, TEKsystems and Client agree that the following approach will be taken: (i) Prior to the provision of any such Services, TEKsystems and Client or (where appropriate) the TEKsystems Affiliate and Client Affiliate (or as the case may be), the “LSA Parties”, shall enter into a geographically suitable services agreement (“the Local Service Agreement” or “LSA”) or other appropriate agreement suitable for the relevant territory and services, (ii) each LSA will constitute a separate agreement between the LSA Parties and will incorporate all the terms of this Agreement to the extent appropriate under the laws, regulations and customary practices of the relevant territory, and will set out any additional obligations and conditions that are appropriate to the particular territory and Services to be provided. It is agreed and understood that when entering into an LSA and providing Services outside of the territory, neither TEKsystems or TEKsystems Affiliate that enters into an LSA is expected to assume any risks or liabilities that are more onerous than those under this Agreement or that are customary in the relevant geographic jurisdiction. If there is any conflict between the terms of this Agreement and the LSA, then the terms of the LSA shall prevail. In the event that a Client Affiliate enters into a SOW pursuant to this Agreement, such Client Affiliate shall be subject to all of the respective obligations of Client under this Agreement, and Client agrees to be held fully responsible for the performance of this Agreement (including the relevant SOW) by the such Client Affiliate.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the Effective Date.

**TEKsystems Global Services, LLC**

By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____