



Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #13-2016 Information Technology Consulting and Technical Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **April 27, 2016**.

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

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

RFP #13-2016 Information Technology Consulting and Technical Services

If mailed, the envelope must be addressed to:

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

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

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and six (6) duplicates (hardcopies) of their proposal for evaluation purposes.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

1. Specialized experienced and technical competence of the person or firm with the type of service required. **20 Points Max.**
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. **20 Points Max.**
3. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling.
4. Familiarity with the details of the project. **20 Points Max.**
5. Degree of local employment to be provided by the person or firm. **10 Points Max.**
6. Estimated cost of services. **10 Points Max.**

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

Questions shall be addressed to:

Todd Slatin, Director
Division of Central Purchasing
tslatin@lexingtonky.gov

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

Continued on next page

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

Further, Affiant sayeth naught.

[Handwritten Signature]

STATE OF Kentucky

COUNTY OF Franklin

The foregoing instrument was subscribed, sworn to and acknowledged before me by Shana Watson on this the 26 day of April, 2016.

My Commission expires: 04/14/18

Shana D Watson
NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

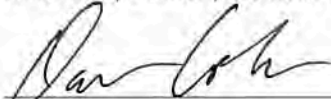
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

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



Signature

DMD Data Systems

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: DMD Data Systems

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	7	4	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	8	6	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Superintendents	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supervisors	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Foremen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Protective Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office/Clerical	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Skilled Craft	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service/Maintenance	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total:	25	19	6														0 0

Prepared by: Shana Watson – Director of Operations

Date: 4 / 26 / 2016

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
 - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder’s good faith efforts documentation.
 - h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
 - i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	TTYRA@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	dharbut@uky.edu	859-257-7668
	Shirle Mack	smack3@email.uky.edu	859-257-7666
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women's Business Council (WBENC)	Rea Waldon	rwaldon@geul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozecky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 13-2016

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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. SITEK, Inc. 841 Corporate Drive Suite 203 Lexington, KY 40503 (859) 327-3331	Software Development	Billed at \$105 per hour Total amount TBD	10%
2.			
3.			
4.			

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

DMD Data Systems
Company
4/26/2016
Date

Darrell Collins
Company Representative
Senior Account Executive
Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 13-2016

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

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

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

DMD Data Systems
Company

4/26/2016
Date

Darrell Collins
Company Representative

Senior Account Executive
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 13-2016

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

Company Name DMD Data Systems	Contact Person Darrell Collins
Address/Phone/Email 208 Steele Street, Frankfort, KY 40601 (859) 296-5780 DCollins@DMDDataSystems.com	Bid Package / Bid Date #13-2016 Information Technology Consulting and Technical Services Due: April 27, 2016

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
841 Corporate Drive Suite 203, Lexington, KY	Ganesh Babu Sivagurunathan	(859) 327-3331	4/12/2016	Software Development	Email, phone and text	\$105 per hour for services	MBE	N/A

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

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

DMD Data Systems
Company

Darrell Collins
Company Representative

4/26/2016
Date

Senior Account Executive
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote #13-2016 _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract # #13-2016 IT Consulting and Technical Services	Work Period/ From: _____ To: _____
Company Name: DMD Data Systems	Address: 208 Steele Street, Frankfort, KY 40601
Federal Tax ID: 61-1300096	Contact Person: Darrell Collins - Senior Account Executive

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

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

DMD Data Systems

Company

4/26/2016

Date

Darrell Collins

Company Representative

Senior Account Executive

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 13-2016

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

- N Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

- N Included documentation of advertising in the above publications with the bidders good faith efforts package

- Y Attended LFUCG Central Purchasing Economic Inclusion Outreach event

- N Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

- Y Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

- N Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

- Y Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

- Y Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

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

N/A Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

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

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

DMD Data Systems
Company

4/26/2016
Date

Darrell Collins
Company Representative

Senior Account Executive
Title

GENERAL PROVISIONS

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

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

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

attempted to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

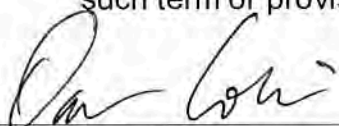
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according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

B. At Will Termination

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

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

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



Signature

4/26/2016

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability million aggregate (Insurance Services Office Form CG 00 01) limit	\$1 million per occurrence, \$2 or \$2 million combined single limit
Commercial Automobile Liability per occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million
Professional Liability million aggregate	\$1 million per occurrence, \$3
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include an Explosion-Collapse Underground endorsement if the performance of the contract services includes the use of bombs, explosives or similar devices.
- e. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- g. 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.
- h. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON,

KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

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

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

Information Technology Consulting and/or Technical Services

Introduction

The Lexington-Fayette Urban County Government (LFUCG) is soliciting proposals from qualified professional vendors for information technology (IT) services. The qualified vendor(s) will enable LFUCG to significantly improve information technology effectiveness, enhance its quality of services, minimize down time and support costs, ensure security of data, and maximize investment in IT. These services may be categorized into two general areas, IT Technical Services and IT Consulting Services.

Technical Services include, but are not limited to, software development, system configuration, system implementation, database design/maintenance, infrastructure maintenance, network support, and IT technical training.

Consulting Services include, but are not limited to, IT strategic planning, IT process design, IT governance, disaster recovery planning, business continuity, IT project management, requirements gathering, and IT administrative training.

Purpose

LFUCG supports a wide range of technologies that are both process and mission critical. Due to the volume of IT projects and required availability of existing IT services, LFUCG may leverage external expertise if internal resources are unavailable. The objective of this RFP is to identify vendors possessing formidable knowledge or skills that can be applied to support existing IT services or assist with new IT initiatives. Once the RFP process is complete and a list of vendors is established, these services may be engaged on short notice with a scope of work document.

Background Information

Server Hardware Infrastructure – LFUCG primarily uses IBM hardware to support stand-alone servers, SAN's, and a mission critical virtual environment powered by a blade center. IBM's SAN and Raid technologies are used in the majority of LFUCG's server environment.

Server Application Infrastructure – Microsoft's Server suite is the foundation of LFUCG's mail, domain, web, database, intranet, and server environments. A strong skill set and proven experience will be necessary to work with these environments.

Software Infrastructure –Microsoft Access, Microsoft .NET, Microsoft Excel, and Microsoft Visual Basic 6.0 are all involved with major projects that may require support from a qualified vendor. Applications may be custom tailored to a division's specific needs and processes.

ERP – PeopleSoft FSCM and HCM modules facilitate LFUCG's financial and human capital processes.

Vendor Requirements

Submittals shall include completed attachments and responses to questions. Responses are required only for the specific services offered by your company. LFUCG recognizes that it is unlikely for any vendor to be experienced or skilled in all of the areas listed.

Technology Assessment – Due to the variety of technologies used by LFUCG, all proposals must contain a completed copy of Attachment A to facilitate the vendor selection process. Vendors should include technologies which are not listed that LFUCG may benefit from or should be considered during the vendor selection process.

Support Services – The following questions must be answered. Proposals may include additional comments to help LFUCG gain a better understanding of how support would be provided.

1. Is help desk support available?
2. When is support available throughout the week?
3. Do you provide a process for escalating support issues?
4. How are charges for support structured, documented, and tracked?

Software Development – LFUCG may have needs for software development from a qualified vendor. In addition to the technology assessment, proposals should include their application programming methodology, development life cycle, documentation standards, and other components of software development.

Consulting – Services may be required to provide technical leadership and guidance for information technology issues. Consulting services may include: requirements gathering, strategic planning, process documentation, needs assessment, solution selection, disaster recovery, IT governance, IT project management or other IT services. If your company proposes to offer consulting services, provide an overview of each area, outlining your company's experience, approach, and applied methodologies.

Please clearly define the approach and process your company employs to facilitate these services.

Cost of Services – The proposal must contain the information to address the items below:

1. A fee schedule that includes hourly rates for proposed services.
2. Describe how your services are priced and any specific pricing.
3. Define any additional charges. (e.g. travel expenses)
4. Provide a completed copy of Attachment B.

Company Information – Please provide the following information:

1. Company name and address.
2. Identify all business partners you have with technology and consulting firms.
3. Provide resumes for all individuals being submitted for work under this RFP, along with the following information:
 - a. location of staff
 - b. hourly rate of pay
 - c. travel and living expenses per week
 - d. indicate if the staff is sub-contracted or an employee
4. Number of years your company has been providing technology/consulting services.
5. Provide two references for IT services work your company has performed over the last year.

Additional Information

The consultant(s) will be selected from those proposals submitted in response to this RFP. A committee composed of government employees as well as representatives of relevant user groups will evaluate proposals.

It is the intent of the LFUCG to award this contract to multiple vendors to establish a list of firms to provide services as needed. However, the LFUCG reserves the right to award this contract in its best interest. Additionally, the contract term will be for three years with the option to renew for two additional one year terms.

If your firm requires execution of a standard contract, include a draft of the contract with the response.

All materials developed, data collected, or reports prepared under the terms of the project agreement become the property of the LFUCG. LFUCG reserves the non-exclusive rights to copy such material and publish, disseminate, and otherwise use the materials developed under the terms of the agreement in print or electronically.

Lexington Fayette Urban County Government
Division of Central Purchasing

Lexington, Kentucky

*****EFFECTIVE IMMEDIATELY*****

******Please register your company for Computers and Accessories (Commodity Code 125) at the web address listed below. ******

Request for Proposals

RFP #13-2016 Information Technology Consulting and Technical Services

Notice is hereby given by the Lexington-Fayette Urban County Government that Requests for Proposals will be received in the Office of the Director of Central Purchasing, 200 East Main Street, Lexington, Kentucky for: **RFP #13-2016 Information Technology Consulting and Technical Services.**

We are pleased to direct you to the LFUCG procurement web site. This web site will enable you to view current quotes, RFP's, RFI's, RFQ's and bids, and download specifications.

Internet Enrollment Process

- **Web Address:** <HTTPS://LFUCG.ECONOMICENGINE.COM>
- **Click On:** [REGISTER YOUR COMPANY](#)

Once registered, you will **receive an email containing your password** enabling you access to the LFUCG Marketplace.

If you have problems or questions pertaining to internet enrollment, please contact customer support at 1-866-526-0598.

Requests for Proposals may be received by Mail or may be delivered until **2:00 PM** local time on **4-27-2016** at which time they will be opened and read aloud. If mailed, bids should be addressed to DIVISION OF CENTRAL PURCHASING, 200 East Main Street, Lexington KY 40507.

Request for Proposal Numbers MUST APPEAR on the outside of the envelope.

Required Request for Proposal forms and other specifications may be obtained from the Division of Central Purchasing by calling (859) 258-3320 or on web site as instructed above.



RFP #13-2016

Information Technology
Consulting and Technical Services

Due: April 27, 2016

Time: 2:00 PM

Prepared for:

Todd Slatin

Prepared by:

Darrell Collins

4/26/2016

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



Todd

DMD Data Systems, headquartered in Frankfort Kentucky with offices in Louisville, KY and Reston, VA, and we appreciate the opportunity to respond to RFP #13-2016 for Information Technology Consulting and Technical Services.

- DMD has no deviations/exceptions from the bid specification requirements and understands and agrees to all General Provision.
- DMD agrees to comply with all Laws and Regulations, Equal Employment Opportunity Act, and understand LFUCG's Non-Appropriation Clause, Contention Process, Selection Criteria, and MWDBE Participation Goals.
- DMD has included their Certificate of Insurance and Affirmative Action Plan.
- Good Faith Efforts Documentation is attached after Attachment B.
- DMD is authorized to do business in the United States and in Lexington, KY and agrees to file for Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
- DMD Data Systems (DMD) has received and acknowledge all addendum.

Anything that may be required and might be missing from this bid is an oversight and will be rectified if brought to DMD's attention. Once again, we thank you for the opportunity to respond to RFP #13-2016 for Information Technology Consulting and Technical Services and we look forward to answering any questions you have with this RFP.

Regards

A handwritten signature in black ink that reads "Darrell Collins".

Darrell Collins
Senior Account Executive
DMD Data Systems
208 Steele Street
Frankfort, KY 40601
Work: (859) 296-5780 ext. 112
Cell: (859) 312-8051
Email: DCollins@dmddatasystems.com



General Company Information:

Founded: 1996

Employees: 25

2013 Revenue: \$19,206,849

2014 Revenue: \$19,618,556

2015 Revenue: \$18,987,248

Email: dmd@dmddatasystems.com

Website: www.dmddatasystems.com

LinkedIn: www.linkedin.com/company/dmd-data-systems-inc.

YouTube: www.youtube.com/user/dmddatasystems

Facebook: www.facebook.com/DMDDataSystems

Twitter: twitter.com/dmddatasystems

Locations

(HQ) Frankfort, KY
208 Steele Street
Frankfort, KY 40601
(859) 296-5780

Louisville, KY
13050 Eastgate Parkway
Suite 108
Louisville, KY 40223
(859) 296-5780

Washington D.C. Area
44129 Bristow Circle
Ashburn, VA 20147
(703) 574-8886

Overview

DMD Data Systems is an IT solution provider and partner to universities, hospitals, mid-sized to large companies, government agencies, and school districts throughout Kentucky and in neighboring states. Pairing quality hardware and software from partners such as IBM, NetApp, EMC, VMware and Cisco with responsive service has enabled the company to grow from a one-man shop in 1996 to 27 employees today. DMD's expertise in consolidating technology and ensuring business continuity helps medium and large organizations in state and local government, education, healthcare and the private sector perform better. The company's guiding values are stewardship, fairness, and urgency.

Background and History

DMD Data Systems was founded in 1996 by Dave Sevigny. Dave began his career in 1985 as an engineer with IBM in Lexington, KY and quickly moved into sales, with a focus on public sector and education. After 13 years of experience within a very large and bureaucratic corporation, he was and is strongly aware of and a believer in the advantages a small business offers—a local presence, responsive service, getting the job done without a lot of wasted time and circuitous effort. DMD Data Systems has at its disposal the resources of international partner corporations such as IBM, NetApp, EMC, VMware, Cisco, and its distributor, Arrow Electronics. These resources also include education and access to subject matter experts and technical resources, and DMD accesses these continually in order to provide the soundest, most up-to-date advice and the best service to clients.



Awards

SBA Certified Small Business

2010 Commerce Lexington Overall Small Business of the Year

2011 SBA Kentucky Small Business of the Year

2011 Kentucky Pacesetter Award winner

2013 Inc. 5000 list of the nation's fastest-growing small businesses (5th year on that list)

DMD offers a wide variety of IT support services ranging across several platforms and manufacturers for hardware and software. We guarantee that products and solutions will work on time as proposed because DMD plans, prepares and understands our product set to insure the installation process is a success. Below is a list of popular services offered by DMD, all services DMD can provide are not listed.

AIX Support:

- Solutions architecture
- Installation
- Configuration
- LPAR definition
- AIX migration
- AIX updates
- VIO server support
- Power VM
- Performance & tuning

VMware Support:

- Solutions architecture
- Installation
- Configuration
- Physical to virtual support
- Storage configuration
- Performance & tuning

Enterprise Storage Support:

- Solutions architecture of EMC/IBM/Netapp Solutions
- Installation
- Configuration
- EMC/Netapp/IBM migration
- Legacy equipment migration
- Storage virtualization
- Tiered storage implementation
- Performance & tuning

IBM SVC and EMC VPLEX support:

- Solutions architecture
- Installation
- Configuration
- EMC or Non-IBM to IBM migration
- IBM Legacy equipment migration
- Storage virtualization
- Tiered storage implementation
- Performance & tuning

SAN Support:

- Solutions architecture
- Installation
- Configuration
- Optimization
- Performance & tuning

Red Hat Linux Support:

- Solutions architecture
- Installation
- Configuration
- Virtualization
- Upgrades
- Linux optimization for: • Database
- Web infrastructure
- Data infrastructure
- Clustering
- Performance & tuning



Affirmative Action Plan

DMD Data Systems, Inc												
Affirmative Action Plan Goals and Timetables Form												
Job Categories	Present Workforce			Total Projected Openings	Commitment to Increase Minority Utilization				Commitment to Increase Female Utilization			
	Total Employees	Total Minorities	Total Females		2016 Minorities	2018 Minorities	2020 Minorities	2022 Minorities	2016 Females	2018 Females	2020 Females	2022 Females
Officials and Managers	7	0	3	1								
Professionals	3	0	1	1			1					
Technicians	5	0	0	2		1		1				
Sales	6	0	2	1		1						
Clerical	1		1	1					1			
Service	4	0	0	1			1					
Total	26	0	7	7	0	2	2	1	0	1	0	0
Company Official's Signature (must be an official or manager)/ Title: <i>VP</i> <i>Steve Burt</i>												
Date: 1/27/16												
Telephone: 859-296-5780												

Vendor Requirements

Technology Assessment

Please see the completed Attachment A below.

Support Services

1. Is help desk support available?

DMD provides Help Desk support through our Network Operations Center (NOC).

2. When is support available throughout the week?

The DMD NOC has remote monitoring support available 24x7. NOC engineers are located in our Frankfort headquarters and Louisville office, live support available from 7:00 AM to 5:00 PM EST, Monday through Friday. DMD NOC hours can be extended upon request.

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

Support issues are logged in the DMD HEAT ticketing system and assigned a priority value, depending on severity and the Service-Level-Agreement (SLA) in place between DMD and the Customer. Issues that require escalation to DMD internal senior level engineers or OEM support organizations are routed by the NOC team according to priority. DMD has a Senior Account Executive assigned to each Customer to ensure that the partnership with DMD is performing to expectations, along with a certified Project Management Professional to assist with critical support issues at a high priority level. All DMD employees are required to maintain Information Technology Infrastructure Library (ITIL) certifications and follow best-practices for support resolution.



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

DMD uses Frontrange HEAT ticketing to document and track support issues from initiation to resolution. Our NOC team, field technicians and senior level engineers are required to track 100% of their time in our Netsuite ERP system, including time frames and notes detailing work performed. Charges for support can be structured in a variety of options to best suit the needs to the Customer's IT organization, including recurring fixed price Managed Service SLAs, project based fixed/hourly contracts based on well-defined Statements of Work (SOWs) or via pre-approved not-to-exceed hourly rates based on work completed.

Cost of Services

1. A fee schedule that includes hourly rates for proposed services.

All proposed services will include not-to-exceed hourly rates in Attachments A and B.

2. Describe how your services are priced and any specific pricing.

Our services can be priced with three different options to meet the needs to best suit the needs of the Customer's IT organization, including recurring fixed price Managed Service SLAs, project based fixed/hourly contracts based on well-defined Statements of Work (SOWs) or via pre-approved not-to-exceed hourly rates based on work completed.

3. Define any additional charges. (e.g. travel expenses)

DMD Services are offered in attachments A & B with no additional travel or living expenses required. Projects requiring an outside resource/subcontractor may result in additional travel or living expenses. Any such expenses will be presented to LFUCG for approval prior to procurement.

4. Provide a completed copy of Attachment B.

Please see the completed Attachment B below.

Company Information

1. Company name and address.

DMD Data Systems, Inc. 208 Steele Street, Frankfort, KY 40601

2. Identify all business partners you have with technology and consulting firms.

- SITEK, Inc. 841 Corporate Drive, Suite 203, Lexington, KY 40503
- Tandem Solution, LLC 9913 Shelbyville Road, Suite 200, Louisville, KY 40223
- Rimini Street (Headquarters) 3993 Howard Hughes Parkway, Suite 500, Las Vegas, NV 89169
- Emerge 1895 Airport Exchange Blvd, Suite 170 Erlanger, KY 41018

If additional partners need to be added, DMD will seek LFUCGs approval before adding them to any projects/services.



3. *Provide resumes for all individuals being submitted for work under this RFP, along with the following information:*
- a. *location of staff*
 - b. *hourly rate of pay*
 - c. *travel and living expenses per week*
 - d. *indicate if the staff is sub-contracted or an employee*

Listed below are the current staff members who DMD has appointed to work on this project. In the event DMD hires a new employee to work at LFUCG or assigns another member of the services team to provide services DMD will provide their resume, location, hourly rate, travel expenses, and indicate whether the individual is sub-contracted or an employee.

PRESIDENT: Dave Sevigny

- a. Dave works out of the Frankfort Office.
- b. DMD charges for services based on the work being performed not by the individual performing the services, please refer to Attachment A & B for services pricing.
- c. DMD Services are offered in attachments A & B with no additional travel or living expenses required. Projects requiring an outside resource/subcontractor may result in additional travel or living expenses. Any such expenses will be presented to LFUCG for approval prior to procurement.
- d. Dave is an employee of DMD Data Systems.

EXPERIENCE

- 31 Years of IT experience
- 1985-1996: IBM – Senior Account Representative
- 1996-2016: DMD Data Systems, Inc. – President

CERTIFICATIONS

- Dave does not have any current up to date certifications, but has held several in the past.

JOB SUMMARY

The primary responsibility of the President is to provide strategic leadership for the company by working with the Board and other management to establish long-range goals, strategies, and policies.

ESSENTIAL FUNCTIONS OF THE JOB

- Directs weekly conference calls with team to establish important tactics of the week to achieve key performance indicators.
- Provides leadership with vendor and manufacturer suppliers.
- Provides executive support and strategies with the sales team, marketing, services and finance.
- Maintains acute awareness of manufacturers and other programs to the company's benefits.
- Works to create unified processes that further enable scaling of the business.
- Recruits, interviews, and hires as needed to further develop the company team.
- Maintains customer executive contact to ensure open communication.
- Stays connected with NetSuite financials and has an understanding of company financial position at all times.
- Provides sound money and bank relationships and enforces company covenants.
- Personally guarantees notes/agreements as necessary.
- Organizes weekly management meeting to discuss communal tasks.



VICE PRESIDENT OF SALES AND MARKETING: Marshall Butler

- a. Marshall works out of the Frankfort Office.
- b. DMD charges for services based on the work being performed not by the individual performing the services, please refer to Attachment A & B for services pricing.
- c. DMD Services are offered in attachments A & B with no additional travel or living expenses required. Projects requiring an outside resource/subcontractor may result in additional travel or living expenses. Any such expenses will be presented to LFUCG for approval prior to procurement.
- d. Marshall is an employee of DMD Data Systems.

EXPERIENCE

- 20 Years of IT experience
- 2011-2016: DMD Data Systems, Inc. – Vice President of Sales and Marketing
- 2003-2011: DMD Data Systems, Inc. – Senior Account Representative
- 1996-2003: Software Information Systems – Account Representative

CERTIFICATIONS

- IBM Certified Specialist, PureFlex Systems Sales V2
- IBM Certified Specialist, Enterprise Storage Sales V3
- IBM Certified Specialist, Midrange Storage Sales V1
- IBM Certified Systems Specialist, System x Server Family Sales V1
- IBM Rational Enterprise Modernization Technical Sales Professional V1
- IBM WebSphere Cast Iron Technical Sales Professional V1

JOB SUMMARY

The primary responsibility of the **Vice President of Sales and Marketing** is to assist in the creation and implementation of corporate goals by effectively developing and managing all sales and services, and assisting with marketing activities.

ESSENTIAL FUNCTIONS OF THE JOB

- Establishes and meets company sales targets and corporate objectives.
- Plays an active role in closing end user sales and works closely with the sales team and partners to manage the sales pipeline.
- Builds, develops, and manages sales team to carry out needed sales and service initiatives, and demonstrates the ability to present solutions via webinar and in person.
- Directs implementation and execution of sales policies and practices.
- Ensures communications are coordinated, supports sales plan objectives, and ensures department budget is adhered to.
- Recommends sales strategies for improvement based on market research and competitor analyses.
- Implements and supervises approved distribution strategies.
- Provides executive support and strategizes with sales team, marketing, services, and finance.



DIRECTOR OF SERVICES: Miles Cox

- a. Miles works out of the Frankfort Office.
- b. DMD charges for services based on the work being performed not by the individual performing the services, please refer to Attachment A & B for services pricing.
- c. DMD Services are offered in attachments A & B with no additional travel or living expenses required. Projects requiring an outside resource/subcontractor may result in additional travel or living expenses. Any such expenses will be presented to LFUCG for approval prior to procurement.
- d. Miles is an employee of DMD Data Systems.

EXPERIENCE

- 7 Years of IT Experience
- 2013-2016: DMD Data Systems, Inc. – Director of Services
- 2009-2013: DMD Data Systems, Inc. – Lead Sales Support Representative

CERTIFICATIONS

- IBM Information Management Solution Sales Professional V4
- IBM Cognos Business Intelligence Sales Professional V2
- IBM Netezza Solution Sales Professional V1
- IBM WebSphere Solution Sales Professional V5
- IBM Certified Specialist - High Volume Storage Fundamentals V3

JOB SUMMARY

The Director of Services is responsible for the profitable creation, oversight, and delivery of services to internal and external clients.

ESSENTIAL FUNCTIONS OF THE JOB

- Creates and develops service offerings that contribute profitably to the company.
- Conduct sales calls and value creation of services with new prospective customers.
- Creates Statements of Work for engagements with clearly defined objectives.
- Coordinates service delivery for customers and ensures work is performed in a professional and timely manner.
- Establishes and maintains vendor/subcontractor relationships to supply customers with services that cannot be provided by company personnel.
- Monitors and/or determines progress and implements modifications in business to meet the Services Department key performance indicators.
- Engages with upper management to develop business initiatives.
- Assists with developing and monitoring the annual budget to maintain profitability
- Assists with ensuring accounts receivable are promptly secured.
- Prepares and presents reports for programs and/or engagements



SENIOR ACCOUNT EXECUTIVE: Darrell Collins

- a. Darrell works out of the Frankfort Office.
- b. DMD charges for services based on the work being performed not by the individual performing the services, please refer to Attachment A & B for services pricing.
- c. DMD Services are offered in attachments A & B with no additional travel or living expenses required. Projects requiring an outside resource/subcontractor may result in additional travel or living expenses. Any such expenses will be presented to LFUCG for approval prior to procurement.
- d. Darrell is an employee of DMD Data Systems.

EXPERIENCE

- 29 Years of IT experience
- 2004-Present: DMD Data Systems, Inc. – Senior Account Executive
- 1997-2004: IBM – Systems Engineer
- 1992-1997: IBM – Channel Sales Representative
- 1987-1992: IBM – Service delivery manager

CERTIFICATIONS

- IBM Certified Systems Specialist, System x Server Family Sales V1
- IBM Certified Specialist, Midrange Storage Sales V1
- IBM Information Management, Content Manager Technical Professional V1
- NetApp Accredited Sales Professional
- Extreme Networks Sales Professional (ESP)

JOB SUMMARY

The primary responsibility of the Senior Account Executive is to achieve sales and profitability objectives, typically from existing clients and new accounts. Senior Account Executives identify marketplace opportunities, prospect and engage new clients, develop proposals, and manage the contract process. In addition, the Senior Account Executive is responsible for maintaining a high level of satisfaction in all assigned client accounts, as well as new clients, through proactive account management.

ESSENTIAL FUNCTIONS OF THE JOB

- Consults with current clients on business issues.
- Develops innovative proposals and delivers strategic sales presentations to enhance existing technologies and educate client on new solutions.
- Recommends actionable and insightful options for new products, improvements, and enhancements to company management and clients.
- Prospects and develops new client relationships within a defined geography or market.
- Reviews customer level IT projects and assists technical resource with architecting a viable solution that satisfies their requirements.
- Performs account planning and manages long-term business relationships with clients to ensure high satisfaction of the company's products and services and meet the company's revenue targets.
- Assists other sales reps with product knowledge or sales strategies and attends joint sales calls when necessary



SENIOR SYSTEMS ARCHITECT: Evan Hildebran

- a. Evan works out of the Louisville Office.
- b. DMD charges for services based on the work being performed not by the individual performing the services, please refer to Attachment A & B for services pricing.
- c. DMD Services are offered in attachments A & B with no additional travel or living expenses required. Projects requiring an outside resource/subcontractor may result in additional travel or living expenses. Any such expenses will be presented to LFUCG for approval prior to procurement.
- d. Evan is an employee of DMD Data Systems.

EXPERIENCE

- 13 Years of IT Experience
- 2011-Present: DMD Data Systems, Inc. – Senior Systems Architect
- 2007-2010: University of Louisville – IT OPS TECH Support Team Systems Programmer IV
- 2005-2007: University of Louisville – IT LAN Team Systems Programmer II
- 2004-2005: Western Kentucky University – Jr. Systems Administrator
- 2003-2004: Western Kentucky University – Micro-computing Student Consultant
- 2003-2003: Western Place Apartments – Network Technician

CERTIFICATIONS

- IBM Certified Specialist, PureFlex Technical Support V2
- IBM Certified Specialist, Enterprise Storage Technical Support V3
- IBM Certified Specialist, Storwize V7000 Technical Solutions V2
- IBM Certified Administrator, Tivoli Storage Manager V6.2
- IBM Certified Technical Sales Expert, Power Systems with POWER7 V2
- IBM Certified Technical Sales Specialist, Power Systems with POWER7, AIX, & Linux V2
- IBM Certified Technical Sales Specialist, Power Systems with POWER7 and IBMi V2
- VMware Technical Sales Professional 2015
- NetApp Certified Data Management Administrator
- NetApp Partner Accredited Systems Engineer Professional
- EMC Affiliate System Engineer
- EMC Velocity System Engineer
- EMC Systems Engineer, Technologies Maintenance 2015
- EMC Systems Engineer, Converged Infrastructure VSPEX Blue
- EMC Systems Engineer, Converged Infrastructure VSPEX
- EMC Technical Architect, VNX Solutions (Specialist Level)
- EMC Technical VNX Solutions Design for Technology Architects (Specialist Level)

JOB SUMMARY

The Systems Architect is responsible for leading strategic initiatives related to the analysis, design, and implementation of Enterprise IT hardware and software solutions. The position assists customers with understanding and using the new technology.



ESSENTIAL FUNCTIONS OF THE JOB

- Develops a comprehensive understanding through a collaborative process with stakeholders and IT architects to collect business and technical requirements, and delivers the technical solution design as part of the overall solutions architecture.
- Examines existing technology and defines the technology strategy in accordance with the broader data center strategy, and translates this strategy into capability and technology roadmaps.
- Identifies, delivers, and documents the required artifacts to make the new technology capabilities generally available, including strategy collateral, roadmaps, position statements, policies, standards, concepts, and logical specifications.
- Provides consultation throughout the execution phases, including design, engineering, implementation, and operations.
- Influences strategic decision makers, engages with a broad set of stakeholders and subject matter experts across multiple disciplines, builds relationships, and communicates strategy, architecture, and technology to the broader IT community.
- Assists customers with understanding, installing, and implementing the new technology environment.
- Works closely with the Central Development Organization in a consulting role to influence the overall product and service portfolio, representing IT.
- Delivers the content for external whitepapers and represents IT to the outside world.

SENIOR SYSTEMS ENGINEER: Bob Rains

- a. Bob works out of the Frankfort Office.
- b. DMD charges for services based on the work being performed not by the individual performing the services, please refer to Attachment A & B for services pricing.
- c. DMD Services are offered in attachments A & B with no additional travel or living expenses required. Projects requiring an outside resource/subcontractor may result in additional travel or living expenses. Any such expenses will be presented to LFUCG for approval prior to procurement.
- d. Bob is an employee of DMD Data Systems.

EXPERIENCE

- 25 Years of IT Experience
- 2013-Present: DMD Data Systems, Inc. – Senior Systems Engineer
- 2011-2013: Software Information Systems – Storage and Virtualization Architect
- 2009-2011: Software Information Systems – Services Delivery Manager
- 1996-2009: Software Information Systems – Field Engineer
- 1991-1996: Eastern Kentucky University – Computer Consultant



CERTIFICATIONS

- IBM Certified Specialist, System x Server Family Technical Support V1
- IBM Certified Deployment Professional, Tivoli Storage Manager V6.3
- IBM Certified Specialist, Enterprise Storage Technical Support V3
- IBM Certified Specialist, Midrange Storage Technical Support V3
- IBM Certified Administrator, Tivoli Storage Manager V7.1.1
- IBM Certified ADP, IBM Service Management Tivoli Storage Management V5
- VMware Academic Specialization
- VMware Certified Professional, VCP, VCP3, VCP4 or VCP5
- VMware Certified Professional 5
- VMware Certified Advanced Professional 5, Data Center Administration
- VMware Certified Professional on vSphere
- VMware Technical Sales Professional 5
- VMware Technical Sales Professional Business Continuity
- VMware Technical Sales Professional Cloud
- VMware Technical Sales Professional Management Operations
- VMware Technical Sales Professional Server Virtualization
- VMware Technical Sales Professional Virtualization of Business Critical Applications
- EMC Systems Engineer, Affiliate Development 2014
- EMC Systems Engineer, Technologies 2014
- EMC Systems Engineer, Technologies Maintenance 2015
- EMC Systems Engineer, Converged Infrastructure VSPEX Blue
- EMC Systems Engineer, Converged Infrastructure VSPEX
- EMC Technical Architect for Isilon Solutions (Specialist Level)
- Cisco Unified Computing Technology, Systems Engineer
- Cisco Unified Computing Technology, Field Engineer

JOB SUMMARY

The Senior Systems Engineer designs, analyzes, and implements Enterprise IT hardware and software solutions.

ESSENTIAL FUNCTIONS OF THE JOB

- Develops a comprehensive understanding through a collaborative process with stakeholders and IT architects to collect business and technical requirements, and delivers the technical solution design as part of the overall solutions architecture.
- Examines existing technology and defines the technology strategy in accordance with the broader data center strategy, and translates this strategy into capability and technology roadmaps.
- Identifies, delivers, and documents the required artifacts to make the new technology capabilities generally available, including strategy collateral, roadmaps, position statements, policies, standards, concepts, and logical specifications.
- Provides consultation throughout the execution phases, including design, engineering, implementation, and operations.



- Influences strategic decision makers, engages with a broad set of stakeholders and subject matter experts across multiple disciplines, builds relationships, and communicates strategy, architecture, and technology to the broader IT community.
- Assists customers with understanding, installing, and implementing the new technology environment.
- Works closely with the Central Development Organization in a consulting role to influence the overall product and service portfolio, representing IT.
- Delivers the content for external whitepapers and represents IT to the outside world.

SENIOR SYSTEMS ENGINEER: Matt Duvall

- a. Matt works out of the Louisville Office.
- b. DMD charges for services based on the work being performed not by the individual performing the services, please refer to Attachment A & B for services pricing.
- c. DMD Services are offered in attachments A & B with no additional travel or living expenses required. Projects requiring an outside resource/subcontractor may result in additional travel or living expenses. Any such expenses will be presented to LFUCG for approval prior to procurement.
- d. Matt is an employee of DMD Data Systems.

EXPERIENCE

- 11 Years of IT Experience
- 2013- Present: DMD Data Systems, Inc. – Senior Systems Engineer
- 2005-2013: IBM – Large Systems Service Representative
- 2005-2005: Insight Communications – High Speed Internet Tech Support

CERTIFICATIONS

- IBM Certified Specialist, PureFlex Technical Support V2
- IBM Certified Specialist, Midrange Storage Technical Support V3
- IBM Certified Specialist, Storwize V7000 Technical Solutions V2
- IBM Certified System Administrator, AIX 7
- IBM Certified Technical Sales Expert, Power Systems with POWER7 V2
- IBM Certified Technical Sales Specialist, Power Systems with POWER7, AIX, & Linux V2
- IBM Certified Technical Sales Specialist, Power Systems with POWER7 and IBMi V2
- IBM Certified Technical Sales Specialist, Power Systems with POWER8
- Scale-out V1
- IBM Certified Technical Sales Specialist, Power Systems with POWER8 Enterprise V1
- NetApp Certified Data Administrator, cDOT
- NetApp cDOT 8.2 Partner SE Specialist
- Cisco Unified Computing Technology, Systems Engineer
- Cisco Unified Computing Technology, Field Engineer

JOB SUMMARY

The Senior Systems Engineer designs, analyzes, and implements Enterprise IT hardware and software solutions.



ESSENTIAL FUNCTIONS OF THE JOB

- Develops a comprehensive understanding through a collaborative process with stakeholders and IT architects to collect business and technical requirements, and delivers the technical solution design as part of the overall solutions architecture.
- Examines existing technology and defines the technology strategy in accordance with the broader data center strategy, and translates this strategy into capability and technology roadmaps.
- Identifies, delivers, and documents the required artifacts to make the new technology capabilities generally available, including strategy collateral, roadmaps, position statements, policies, standards, concepts, and logical specifications.
- Provides consultation throughout the execution phases, including design, engineering, implementation, and operations.
- Influences strategic decision makers, engages with a broad set of stakeholders and subject matter experts across multiple disciplines, builds relationships, and communicates strategy, architecture, and technology to the broader IT community.
- Assists customers with understanding, installing, and implementing the new technology environment.
- Works closely with the Central Development Organization in a consulting role to influence the overall product and service portfolio, representing IT.
- Delivers the content for external whitepapers and represents IT to the outside world.

FIELD ENGINEER: Michael Gay

- a. Michael works out of the Frankfort Office.
- b. DMD charges for services based on the work being performed not by the individual performing the services, please refer to Attachment A & B for services pricing.
- c. DMD Services are offered in attachments A & B with no additional travel or living expenses required. Projects requiring an outside resource/subcontractor may result in additional travel or living expenses. Any such expenses will be presented to LFUCG for approval prior to procurement.
- d. Michael is an employee of DMD Data Systems.

EXPERIENCE

- 7 Years of IT Experience
- 2014- Present: DMD Data Systems, Inc. – Field Engineer
- 2011-20114: Kentucky Department of Education – NTT Data Contractor/Service Desk
- 2009-2010: Toshiba Tech Room Depot – Laptop Repair Technician

CERTIFICATIONS

- IBM Certified Systems Specialist, SystemX Server Family Technical Support V1
- Extreme Networks Design Professional (EDP)

JOB SUMMARY

The primary responsibilities of the Field Engineer includes providing remote monitoring and hardware maintenance, coordinating with the client for server software upgrades and resource allocation, and providing clients with onsite service and support.



ESSENTIAL FUNCTIONS OF THE JOB

- Provides remote monitoring and hardware maintenance utilizing tools such as VPN, IBM Integrated Services, Management Module, Systems, Director and Windows Server Update Services.
- Communicates with users and vendors on new technology and system upgrades and determines software and hardware installation requirements.
- Maintains open communication with customers as required, keeps them informed of incident progress, and notifies of impending changes, agreed outages, etc.
- Manages response in the event of hardware failure.
- Implements and supports disaster recovery solutions.
- Provides onsite service and support.

SALES SUPPORT SPECIALIST: Craig Meadows

- a. Craig works out of the Frankfort Office.
- b. DMD charges for services based on the work being performed not by the individual performing the services, please refer to Attachment A & B for services pricing.
- c. DMD Services are offered in attachments A & B with no additional travel or living expenses required. Projects requiring an outside resource/subcontractor may result in additional travel or living expenses. Any such expenses will be presented to LFUCG for approval prior to procurement.
- d. Craig is an employee of DMD Data Systems.

EXPERIENCE

- 3 Years of IT Experience
- 2014-Present: DMD Data Systems, Inc. – Sales Support Associate
- 2013: DMD Data Systems, Inc. – Field Engineer
- 2012: DMD Data Systems, Inc. – Sales and Marketing Assistant

CERTIFICATIONS

- IBM Certified Specialist, High Volume Storage Fundamentals V3
- IBM Certified Specialist, System x Server Family Technical Support V1
- IBM Certified Specialist, IBM U.S. Technical Support Services V2

JOB SUMMARY

The primary responsibility of the **Sales Support Specialist** is to support the sales team by providing assistance with various tasks such as sales quote creation, configurations management, vendor relationship management, purchasing, shipping, and receiving.

ESSENTIAL FUNCTIONS OF THE JOB

- Ensures accuracy through pre-sales configuration management.
- Develops and maintains quotes to provide accurate and timely quotations to customers.
- Creates sales and/or purchase orders and tracks shipments to facilitate purchasing requirements.
- Obtains pricing and special bid requests to create or enhance margin.
- Assists sales team with pre-sales technical support.
- Tracks vendor promotions and announcements to keep sales team informed.



Subcontractor's Resume

Subcontractor: SITEK, Inc.

Owner: Ganesh Babu Sivagurunathan

- a. Ganesh works out of Lexington, Kentucky.
- b. DMD charges for services based on the work being performed not by the individual performing the services, please refer to Attachment A & B for services pricing.
- c. DMD Services are offered in attachments A & B with no additional travel or living expenses required. Projects requiring an outside resource/subcontractor may result in additional travel or living expenses. Any such expenses will be presented to LFUCG for approval prior to procurement.
- d. Ganesh is a subcontractor of DMD Data Systems.

EXPERIENCE

- 20 Years of IT Experience
- 2011-Present: SITEK, Inc. – Owner
- 2012-Present: Hospice of the Bluegrass – Systems Architect
- 2003-2011: Kentucky Cabinet of Public Health, eKASPER - System Architect and Technical Lead
- 2001-2002: Kentucky Cabinet of Child Health - System Analyst, Data Analysis, and Coding

LANGUAGES

- SQL SERVER 6.5/7.0/2000/2005/2008, SSIS
- SSRS
- ORACLE 8i, 9i,10g,11
- MS Access 2003 and 2010 (SQL *PLUS, SQL *FORMS 3.0, SQL *REPORT WRITER, PL/SQL)
- VISIUAL BASIC 5.0 & 6.0(COM, RDO, ADO 2.7, ODBC)
- Visual Interdev
- POWERBUILDER 4.0
- COBOL
- C++
- FoxPro (VER2.5)
- HTML
- ASP
- .Net Framework 1.1,2.0.3.5 and 4.0
- VB.Net
- C#, Asp.Net (1.1/2.0/3.0/3.5/4.0)
- Web Service
- WCF, Silver Light 4.0
- LINQ
- AJAX
- Entity Framework
- Window Services
- Windows Application
- NIEM Schema



- Crystal Report version (6, 7, 8,8.5,9,10,11, Crystal 2008),
- Business Objects
- XML and XSLT
- ADO.Net,
- Windows Mobile Technologies
- Data Flux
- VBScript and JavaScript
- Compact framework 2.0,3.0,3.5
- Sql Compact framework.
- NIEM and IEPD
- And others

CAREER PROFILE

- IT professional with 20 years of diverse experience as Technical Advisor, Technical lead, System designer, System Architect, Solution provider, programmer Analysts and Developer.
- Worked Health Services, IT firms, Automotive, Insurance, and Finance.
- Successfully managed/lead various Enterprise applications, client server and Internet based project teams within the limits of HIPAA and ADA.
- Skills in Organizational leadership, technical, managerial, business, and function.
- Experienced in project planning and execution, managed and supported multiple projects.
- Proven ability in analyzing the business and applying information technology to cut down expenditures, provide better client services and maintain quality of work.
- Effective communicator and negotiator, proven problem solving and strategic planning ability.
- Maintained a very good client relationship through effective communication and accurate reporting regarding the ongoing projects and initiatives.
- Effectively trained, motivated and mentored project leads, software engineers, developers, etc
- Set standards for KY Cabinet of Health and Family Services Enterprise Architecture team (EA).
- Developed Mobile Technologies project for the Utility Company for Alabama and Oklahoma State for the Client STS through Integrity KY.
- Experience worked on Work Flow Application using the tool Imagenow.

4. Number of years your company has been providing technology/consulting services.

DMD Data Systems has been providing technology and consulting services in Kentucky for over twenty years. Beginning as an IBM Business Partner, DMD has grown to establish high-level partnerships with many of the leading IT Infrastructure manufacturers in the industry. DMD is able to leverage a combination of our senior level engineers, architects, field technicians, Network Operations Center (NOC) support representatives and trusted sub-contractor relationships to provide comprehensive solutions that are customized to meet the needs of our customers. From the day our company was founded, DMD has been built with a goal of supporting State and Local Government in Kentucky, and that continues to be a focal point of our efforts today. DMD currently holds over fifteen contracts and procurement vehicles across State and Local Government entities in Kentucky.



Specific to Lexington Fayette Urban County Government, DMD has been honored to be a close partner with the city for over ten years, assisting with the design, procurement and implementation of many of the systems that are in use today. As an IBM Business Partner, DMD has helped LFUCG acquire most of the infrastructure located in the datacenter at the government building and at other facilities around the city. Our architects have created the configurations for the IBM server and storage footprint, and have installed most of the hardware with our DMD Services Team. DMD has also worked with LFUCG on multiple Managed Services engagements to remotely monitor and support the server, storage, networking, VMware and AIX environments. Our staff have been instrumental in the design and maintenance of the VMware virtual server farm and with the rollout of IBM BigFix for Microsoft Windows Updates. DMD views our relationship with LFUCG as a true partnership, with our entire company invested in the success of the IT organization for the City of Lexington.

5. Provide two references for IT services work your company has performed over the last year.

Chuck Austin

Field Services Manager

Office of Knowledge, Information, and Data Services (Kentucky Department of Education)

15 Fountain Place, Frankfort, KY 40601

Phone: (502) 564-2020

Email: Chuck.Austin@Education.KY.gov

In the past year, DMD has performed services to install and manage Active Directory Servers and UPS devices in all K-12 school districts in the state of Kentucky.

Ronnie Boggs

Divisions of Communications Director

Commonwealth Office of Technology

101 Cold Harbor Drive, Frankfort, KY 40601

Phone: (502) 782-1212

Email: Ronnie.Boggs@KY.gov

In the past year, DMD has performed services to install and manage UPS devices in all network closets for executive branch agencies across the state of Kentucky.

If your firm requires execution of a standard contract, include a draft of the contract with the response.

Below is a Statement of Work (SOW) Template which would be used to establish a defined set of deliverables and scope for project based services.





**DMD Data Systems Inc.
Technical Support and Services Agreement**

For mutual consideration, this Agreement for a services engagement as described herein is made as of the latest date signed below and is between DMD DATA SYSTEMS, INC. ("DMD") and X (the "Customer").

1.1 Term: The term of this Agreement begins on X, and ends the earlier of 2 days after written notice of intent to terminate this Agreement is given by either party or upon DMD's completion of the services stated in § 2.2 .

2.1 Location of services to be provided: The services to be provided herein shall be performed at the following location(s):

2.2 Services: Service shall be performed as follows:

2.2.1 Objective:

2.2.2 Deliverables:

2.2.3 Optional Tasks and deliverables, not included in this estimate:

2.2.4 DMD's Services: DMD shall perform the following tasks:

2.2.5 Subcontractors or others' Services: A subcontractor of DMD's choosing shall perform the following tasks:

2.2.6 Project Assumptions:

1. **Customer** will provide adequate working space to include equipment setup, telephone access, network access, internet access.
2. **Customer** will provide access to the necessary personnel required to implement this solution.
3. **Customer** is responsible for ensuring all necessary backups are performed and tested. DMD will not be responsible for any data loss.
4. **Customer** will be responsible for all documentation efforts, with the exception of any specific documents listed in the deliverables section 2.2.3.
5. Work to be performed is outlined above. Any requests for services outside of this Proposal will be detailed through the DMD Change Order Process and may require either additional personnel or



extension of the original engagement. If a change is required, DMD will work with the **Customer** to review any deviation from the original estimates. Both the **Customer** and DMD must agree upon all changes prior to execution of additional services.

3.1 Hours of Operation: The services under this SOW will be provided during normal business hours, 8:00 am to 5:00 pm local time, Monday through Friday, except holidays. If necessary, Customer will ensure after-hours access to the facilities to DMD and DMD subcontractor personnel.

4.1 Charges: In consideration of the services rendered by DMD, Customer agrees to pay DMD \$X. This is a fixed price/hourly contract to complete the scope of the work outlined in Section 2. Any services performed outside the scope outlined in Section 2 must be approved by both the Customer and DMD, and may be subject to additional hourly charges as described in Section 4.2.

4.2 Billing Rate: When hourly charge applies, it shall be billed in half hours so that 0-30 minutes equals .5 and 31-60 minutes equals 1.00 hours, respectively. Billing Rates do not include expenses incurred which shall be reimbursed by the Customer. Billing shall occur at the end of each calendar month with payment due upon invoice.

All services rendered by DMD shall be billed to Customer, including, but not limited to, labor, travel time, analysis, testing, telephone calls, consultations, conferences and meetings.

4.3 Travel & Expenses:

4.4 Others' Services: If DMD deems it necessary to utilize others' services, Customer shall be consulted and responsible for any resulting fees or expenses.

5.0 Authorization: DMD's is authorized to provide the services stated in § 2.2 once this contract is signed by both Parties.

In witness whereof, the undersigned, being duly authorized by the Parties hereto, have execute this Agreement:

Customer Name ("Customer"): _____

Print: _____ Title: _____

Date: _____

DMD DATA SYSTEMS, INC. ("DMD"): _____

Print: _____ Title: _____

Date: _____



Attachment A

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

Technology	Experience	Comments
Microsoft Windows 2003, 2008, 2012, 2016	5+ Years \$150 per hour	Designed and implemented virtual corporate environments at Sullivan University - Provide hardware and software monitoring, configuration, and support for primary server cabinets for all KDE-managed school districts in the state of Kentucky.
Microsoft Windows 7, 8, 10 Desktop	10+ Years \$150 per hour	Built, repaired, configured, and provided malware removal services for custom-built PCs - Provided Desktop Support for KDE personnel for 3 years.
Microsoft Office 365, Architecture and Design	3+ Years \$150 per hour	Assisted KDE district and office personnel with managing and troubleshooting a unique hybrid cloud environment via Outlook Web App, and PowerShell connections to Microsoft's Exchange back-end in the cloud.
Microsoft PowerShell	5+ Years \$150 per hour	Wrote custom PowerShell scripts to handle recurring tasks, work around product limitations, and monitor the environment for the KDE Kets Service Desk, Desktop Support, and Data Center Services teams. Enjoy providing PowerShell instruction for friends, colleagues, and business partners.
Microsoft Active Directory	8+ Years \$150 per hour	Assisted KDE district and office personnel with managing and troubleshooting a unique hybrid cloud environment designed by Microsoft for what was once the largest Active Directory environment in the world.
Microsoft Exchange 2010, 2013	3+ Years \$150 per hour	Familiar with remote exchange account provisioning, permissions, and management via PowerShell connections to exchange online and Outlook Web App. Helped troubleshoot and resolve AD/Exchange account issues for KDE district personnel in a unique hybrid local/cloud environment designed by Microsoft.
AIX versions 5.x, 6.x, 7.x	35+ Years \$175 per hour	One of our Systems Engineers has over 25 years' experience working with AIX. He worked for IBM for 15 of those years. He has 8 certifications in various areas of AIX, such as Systems Administration, Technical Support and PowerHA. He was certified and recertified three times as an Expert IT Specialist at IBM, a certification that is recognized by the Open Group as equivalent to their Level 2 Master Certified IT Specialist designation. He produced 4 AIX related white papers that were published by IBM during his tenure there. Recently, he achieved the ITIL Foundation Certification. He is proficient in all areas of AIX System Admin as well as Power System architecture and Power Virtualization technologies and is particularly adept at troubleshooting. Several of our other Systems Engineers have at least 10 years' experience in AIX System Admin and troubleshooting.



Linux	20+ Years \$150 per hour	Our Systems Engineers have at least 3 years' experience with Linux on Power Systems and 20 years with Linux on x86 including installation, updating and configuration of RedHat, SUSE, and Ubuntu distributions and installation of applications on these platforms.
Internet Information Server (IIS)	2+ Years \$150 per hour	Worked with IIS to host DMD's internet-facing HEAT Service Management product, including configuring sites, certificates, and troubleshooting basic functionality issues.
F5 BigIP	5+ Years \$200 per hour	Introductory skills and F5 subcontracted expertise.
VMware	38+ Years \$175 per hour	DMD Data Systems Professional Services group is able to offer installation, configuration, maintenance, administration, monitoring and troubleshooting services for all VMware vSphere components including VirtualCenter and ESX sections.
VMware VirtualCenter	38+ Years \$175 per hour	VMware ESXi, VMware vCenter, VMware Orchestrator and VMware Update Manager.
VMware ESX	38+ Years \$175 per hour	Since 2015, DMD Data Systems Professional services group has provided each of the services described above for Lexington Fayette Urban County Government. In addition to support services DMD Data Systems Professional Services group has provided consulting services regarding VMware upgrades, best practices and maintenance processes. DMD Data Systems Professional Services group has also provided hardware support for the servers and storage subsystems supporting the VMware environment including code updates, component failure replacement and troubleshooting services.
Microsoft Access	25+ Years \$150 per hour	DMD Data Systems Professional Services group is able to offer installation, configuration, maintenance and administration services for Microsoft database applications including Microsoft Access and Microsoft SQL server.
Microsoft SQL Server 2008, 2012, 2014, 2016	25+ Years \$150 per hour	Since 2015, DMD Data Systems Professional Services group has installed, configured and maintained Microsoft SQL server multiple times throughout the Lexington Fayette Urban County Government environment to support the VMware vSphere infrastructures that exist there.
Oracle Database 10, 11, 12, 13	11+ Years Subcontractor \$250 per hour	Expert Level Skills through our subcontractor, Rimini Street. Rimini Street is the leading independent provider of premium enterprise software support services. Rimini Street provides Oracle Database support clients around the world, in implementations ranging from a single server to large, complex environments. With Rimini Street you can remain on your current, stable releases through the next decade and beyond without any required upgrades, while retaining the right to upgrade on a timeline that suits your business needs and budget.



SharePoint Services (on premise and cloud)	1 + Years Subcontractor \$150 per hour	DMD has access to Expert Level Skills through a subcontractor relationship.
Microsoft Office SharePoint Server	1 + Years Subcontractor \$150 per hour	DMD has access to Expert Level Skills through a subcontractor relationship.
Microsoft .NET Framework 2+	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.
Microsoft Project Server	1 + Years Subcontractor \$150 per hour	DMD has access to Expert Level Skills through a subcontractor relationship.
ESRI Geodatabase (10.2.1 and higher)	1 + Years Subcontractor \$150 per hour	DMD has access to Expert Level Skills through a subcontractor relationship.
ESRI ArcGIS for Server (10.2.1 and higher)	1 + Years Subcontractor \$150 per hour	DMD has access to Expert Level Skills through a subcontractor relationship.
ESRI ArcGIS for Desktop (10.2.1 and higher)	1 + Years Subcontractor \$150 per hour	DMD has access to Expert Level Skills through a subcontractor relationship.
ESRI ArcGIS Online (10.2.1 and higher)	1 + Years Subcontractor \$150 per hour	DMD has access to Expert Level Skills through a subcontractor relationship.
ESRI ArcReader (10.2.1 and higher)	1 + Years Subcontractor \$150 per hour	DMD has access to Expert Level Skills through a subcontractor relationship.
Visual Studio	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.
VBA	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.
Python	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.
JavaScript	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.
HTML5	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.
C#	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.



C++	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.
Ruby	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.
Ruby on Rails	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.
Visual Basic 6.0	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.
ASP.NET	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.
VB.NET	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.
jQuery	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.
Web Services	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.
PHP Development	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.
RPG IV	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.
BCD Presto	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.
ADO	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.
Moodle	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.
AJAX	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.
Node.js	10+ Years, Subcontractor \$105 per hour	Expert Level Skills through our subcontractor, SITEK, Inc.
Chef, Puppet, Troposphere	1+ Years \$105 per hour	DMD has basic skills and currently undergoing more training.



Amazon Web Services (AWS) Architecture	2+ Months \$200 per hour	DMD recently became authorized to provide AWS Architecture solutions. We are in the process of completing certification training.
Amazon Web Services (AWS) DevOps	2+ Months \$200 per hour	DMD recently became authorized to provide AWS DevOps solutions. We are in the process of completing certification training.
Microsoft Azure Architecture	1+ Years \$200 per hour	DMD has basic skills and currently undergoing more training.
Microsoft Azure DevOps	1+ Years \$200 per hour	DMD has basic skills and currently undergoing more training.
Palo Alto Firewalls	1+ Years \$150 per hour	DMD has basic skills and currently undergoing more training.
Splunk	1+ Years \$150 per hour	DMD recently became an authorized Splunk Business Partner for Public Sector. We are in the process of completing Splunk certification training.
Switching & Routing	25+ Years \$150 per hour	DMD Data Systems Professional Services group is able to offer installation, maintenance and monitoring of a variety of network components including: switches, routers, bridges, wireless access points and security devices. Since 2015, DMD Data Systems Professional Services group has provided maintenance and monitoring services for the Lexington Fayette Urban County Government switch hardware.
Vulnerability Scanning (Nessus)	N/A	DMD has a limited skill set in this technology.
Patch Management	3+ Months \$150 per hour	Wrote custom centralized cross-domain remote patching PowerShell script for LFUCG, Superseded by Bigfix.
IBM BigFix	2+ Months \$150 per hour	Successfully upgraded LFUCG's BigFix application server, remote database server, and related components to the latest version. Helped identify and remedy current best practice shortcomings. Helped identify and remedy issues with updating the BigFix Catalog via the new BigFix Inventory component. Developed a new patching and testing strategy to allow for adequate testing and easy deployment to Windows Servers in LFUCG's environment, and produced a new set of Standard Operating Procedures for patch management. Successfully tested new patch strategy during the patching window on 4/23/2016
PeopleSoft HCM 9.0	11+ Years, Subcontractor \$250 per hour	Expert Level Skills through our subcontractor, Rimini Street. Rimini Street is the leading independent provider of premium enterprise software support services. Rimini street offers support, help, and maintenance services for a wide range of PeopleSoft products and releases, from older 7.X to more recent 8.X and 9.X releases, including all product lines.



PeopleSoft FSCM 8.9	11+ Years, Subcontractor \$250 per hour	Expert Level Skills through our subcontractor, Rimini Street. Rimini Street is the leading independent provider of premium enterprise software support services. Rimini street offers support, help, and maintenance services for a wide range of PeopleSoft products and releases, from older 7.X to more recent 8.X and 9.X releases, including all product lines.
PeopleTools 8.49	11+ Years, Subcontractor \$250 per hour	Expert Level Skills through our subcontractor, Rimini Street. Rimini Street is the leading independent provider of premium enterprise software support services. Rimini street offers support, help, and maintenance services for a wide range of PeopleSoft products and releases, from older 7.X to more recent 8.X and 9.X releases, including all product lines.

Attachment B

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

Service		Rate	Notes
Software Development	ASP.NET C# JavaScript Ruby Ruby on Rails C++ HTML5 VB.NET Python Visual Basic 6.0 ESRI ArcGIS ADO 2.X + Web Services Microsoft Access	\$105	DMD is able to offer Software Development through a relationship with our partner, SITEK Inc. Founded in 2006, SITEK are experts in each of the services listed, with a team able to offer personal attention to an project to make sure that it is delivered on time, within budget and to your satisfaction every time. The SITEK software development team offers services designed specifically to meet your needs. They take the time to understand the needs of your business and then recommend solutions that will help you reach your goals. The key to quality development is sharp people with a well thought-out plan. Good organization allows developers to modularize the development process. This results in rapid implementation of a system that can be easily tested and expanded for future versions. SITEK provides a highly qualified technical staff with years of software development experience.
Database Design	SQL Server SQL Server Express MySQL ESRI Enterprise Geodatabase Oracle	N/A	DMD has a limited skillset in this technology.



Consulting	Disaster Recovery/Bus Continuity Technical Requirements Gathering IT Strategic Planning IT Governance IT Project Management Certified Project Management (PMP) Network Technologies Software Development PeopleSoft HCM (9.0) PeopleSoft FSCM (8.9)	\$200	<p>DMD has experience in design consultation for Disaster Recovery and Business Continuity Projects, Technical Requirements Gathering, IT Strategic Planning, Project Management and Network Technologies.</p> <p>DMD has experience in design consultation for Disaster Recovery and Business Continuity Projects, Technical Requirements Gathering, IT Strategic Planning, Project Management and Network Technologies.</p>
Server Application Implementation	Microsoft SharePoint Microsoft Project Server Microsoft SQL Server Microsoft Exchange Microsoft Windows VMware Virtual Center VMware ESX ESRI ArcGIS Server	\$150	<p>DMD Data Systems Professional Services group is able to offer basic installation and configuration services for the following Microsoft applications: SharePoint Server, Project Server, Exchange Server and the Windows operating systems software. DMD offers expert level design and implementation for VMware and the VMware suite of products.</p> <p>Over the past five years, DMD has invested in in-house technical resources who understand how to best architect VMware virtualized environments and have continual ongoing education requirements for our engineers and architects to keep up to date on new products, features and best practices.</p> <p>DMD has invested in the education of our technical team to pursue certifications in the Project Management Institute - Project Management Professional (PMP) program and Information Technology Infrastructure Library (ITIL) best practices. We will follow these methodologies to provide consultation and design for new projects and programs.</p>



Training	Microsoft SharePoint Microsoft Project Server Microsoft SQL Server Visual Studio Team Suite Visual Studio 2008 VMware	\$2500 per training unit	<p>Training is offered as per-class cost, either as a fixed price for an organization or per student.</p> <p>DMD has expert level experience in VMware knowledge transfer and can offer a partnership with Tandem Solution for additional training needs.</p> <p>DMD partners with Tandem Solution to provide comprehensive and superior training solutions, including customized training for client projects or by offering hundreds of Guaranteed to Run classes.</p> <p>Tandem always utilizes the most qualified and certified instructors, on the basis that superior performance results come from customized, project-specific training, which can be delivered at the customer's location using their existing infrastructure or a simulation of their environment.</p>
Network Support	F5 BigIP Microsoft Active Directory Microsoft Windows VMware	\$150	DMD Data Systems Professional Services group is able to offer installation, configuration, maintenance, administrator and support services for Microsoft Active Directory and VMware.
Information Security	Policy Development and Review Planning and Analysis Penetration Testing Vulnerability Testing Risk Management Assessment Info Security Audit and Compliance Info Security Remediation Info Security End-User Training	N/A	DMD has a limited skillset in this technology.



<p>Enterprise DevOps & "Cloud"</p>	<p>Cloud Architecture and Design Code Deployment and Maintenance Enterprise System Administration Version Control Infrastructure as Code (IaC) Platform as a Service (Paas) Software as a Service (SaaS) Infrastructure as a Service (IaaS)</p>	<p>\$200</p>	<p>Clouds should be on demand, scalable, elastic and pay as you consume model. If you're looking for a Platform-as-a-Service (PaaS) model, meaning you are looking to no longer own or manage your environment. In this scenario your responsibility would start and end at the application layer. DMD recommends we review and analyze the true cost of hosting the application vs the OPEX cost of hosting in the cloud as well as the migration/transitional costs. There are lot of variables when doing a PaaS comparison and a lot of potential costly mistakes that can be avoided by having a knowledgeable partner to guide you through the process. For example the majority of PaaS services providers have their own framework and requirements. Which means you will more than likely have to rewrite your code in order to meet their framework requirements. The good news is once you have accomplished rewriting your code to fit a PaaS type of environment your application is much more flexible. When done right PaaS can be one of the most cost saving cloud options on the market. On the other hand if you're looking to move your existing application as it stands today to the cloud then IaaS is the solution you're looking for.</p> <p>Depending on the application/platform or Infrastructure there a number of methods a company can take. If you're looking to move a specific application to the cloud DMD would recommend that we research if the application provider already has a SaaS offering (Software as a Service). Once we have determined if there is SaaS offering we would compare the OPEX cost of the providers SaaS offering vs the OPEX cost of hosting it through one of the major cloud provider (AWS, AZURE, SOFTLAYER, etc).</p> <p>IaaS (infrastructure as a service). With this scenario you're provided a self-service portal to access, manage, and monitor your remote datacenter infrastructure. With IaaS, unlike the other options the user administers the compute, storage, and networking. What IaaS does do is eliminates the need to purchase hardware instead you pay based on consumption. Transitioning your IT Department from a CAPEX to an OPEX business expense. With IaaS type solutions DMD would analyze the cost of owning the datacenter and all the equipment that comes along with each environment.</p>
--	--	--------------	---



FW: Services for a bid

Inbox x

Dave Sevigny x

Miles Cox

9:11 AM
(7 hours
ago)

to me

See attached.

Miles Cox, PMP | Director of Services
DMD Data Systems, Inc.
208 Steele StreetFrankfort, KY 40601
tel (859) 296-5780 x 121cell [\(502\) 680-1105](tel:5026801105)

[website](#) | [team](#) | [vCard](#) | [map](#) | [email](#)

-----Original Message-----

From: Dave Sevigny [<mailto:dsevigny@dmddatasystems.com>]
Sent: Monday, April 25, 2016 11:42 AM
To: Miles Cox <mcox@dmddatasystems.com>
Subject: Fwd: Services for a bid

Miles

Here ya go

Regards,

Dave Sevigny | President
DMD Data Systems, Inc.
208 Steele StreetFrankfort, KY 40601
tel (859) 296-5780 x 110cell [\(859\) 312-5157](tel:8593125157)

[website](#) | [team](#) | [vCard](#) | [map](#) | [email](#)

----- Forwarded message -----

From: Ganesh Babu <ganesh@siteksolutions.com>
Date: Mon, Apr 25, 2016 at 11:40 AM
Subject: RE: Services for a bid
To: Dave Sevigny <dsevigny@dmddatasystems.com>

Dave,
Please see the attached resumes.

Resumes for,

Microsoft .net technologies
SharePoint
Java

Please let me know if you need further detail.

Thanks

Ganesh

SITEK, INC
841 Corporate drive, Suite 203,
Lexington, KY 40503
Contact: 859 312 7415
Fax: 859 201 1399

From: Dave Sevigny [dsevigny@dmddatasystems.com]
Sent: Monday, April 25, 2016 10:08 AM
To: Ganesh Babu
Subject: RE: Services for a bid

Ganesh

Can I get a few resumes for these folks? I need to include on our bid. Make sure your company name is someplace. Need by emd of day if u can.

On Apr 12, 2016 4:24 PM, "Ganesh Babu" <ganesh@siteksolutions.com> wrote:

>

> Thanks Dave and I will touch base with you the following week to see
> your availability for coffee or breakfast.

>

> Ganesh

> SITEK, INC

> 841 Corporate drive, Suite 203,

> Lexington, KY 40503

> Contact: 859 312 7415

> Fax: 859 201 1399

>

>

>

> From: Dave Sevigny [dsevigny@dmddatasystems.com]

> Sent: Tuesday, April 12, 2016 3:42 PM

> To: Ganesh Babu

> Cc: Miles Cox

> Subject: Re: Services for a bid

>

> Ganesh

>

> Thanks for the quick response. This is part of a total bid package
> that we are submitting and we appreciate your help. Once we have
> submitted, we can share the details with you. I am out next week at a

> class, but maybe the week after we can get together for coffee or
> something in the morning before I head to Frankfort.
> Regards,
>
> Dave Sevigny | President
> DMD Data Systems, Inc.
> 208 Steele Street Frankfort, KY 40601
> tel (859) 296-5780 x 110 cell (859) 312-5157
>
> website | team | vCard | map | email
>
>
> On Tue, Apr 12, 2016 at 12:54 PM, Ganesh Babu <ganesh@siteksolutions.com>
> wrote:
>> Dave,
>>
>> Thanks for thinking of us.
>>
>> We have attached a list of rates, and look forward to your feedback.
>> Should we schedule a meeting to discuss?
>> Thanks
>> Ganesh
>> SITEK, INC
>> 841 Corporate drive, Suite 203,
>> Lexington, KY 40503
>> Contact: [859 312 7415](tel:8593127415)
>> Fax: [859 201 1399](tel:8592011399)
>>
>>
>> From: Dave Sevigny [dsevigny@dmddatasystems.com]
>> Sent: Tuesday, April 12, 2016 9:05 AM
>> To: Ganesh Babu
>> Cc: Miles Cox
>> Subject: Services for a bid
>>
>> Ganesh
>>
>> We are responding to a bid request that is looking for a variety of
>> services. Many of them we can do, but there is some software
>> development that really isn't our specialty. If you have an
>> interest, please let me know before end of this week.
>>
>> Can you mark the below with skills or services in these areas? And
>> maybe what level are your skills (Beginner, Intermediate, Expert) as
>> well as a rate per hour?
>>
>>
>> ADO
>> ADO 2.X + Web Services
>> AJAX
>> [ASP.NET](#)
>> BCD Presto
>> C#
>> C++
>> HTML5
>> JavaScript
>> jQuery
>> Microsoft Access
>> Moodle

>> MySQL
>> Node.js
>> PHP Development
>> Python
>> RPG IV
>> Ruby
>> Ruby on Rails
>> SQL Server
>> SQL Server Express
>> [VB.NET](#)
>> VBA
>> Visual Basic 6.0
>> Visual Studio
>> Web Services
>>
>>
>> Regards,
>>
>> Dave Sevigny | President
>> DMD Data Systems, Inc.
>> 208 Steele Street Frankfort, KY 40601 tel (859) 296-5780 x 110cell
>> (859) 312-5157
>>
>> [website](#) | [team](#) | [vCard](#) | [map](#) | [email](#)
>

6 Attachments

Fwd: LFUCG bid

Inbox x

Dave Sevigny x



Dave Sevigny

4:31 PM (7
minutes
ago)

to me

FYI

Regards,

Dave Sevigny | President
DMD Data Systems, Inc.
208 Steele Street Frankfort, KY 40601
tel (859) 296-5780 x 110cell [\(859\) 312-5157](tel:(859)312-5157)

[website](#) | [team](#) | [vCard](#) | [map](#) | [email](#)

----- Forwarded message -----

From: Larry Forester <LarryForester@cvn.com>
Date: Tue, Apr 26, 2016 at 4:29 PM
Subject: Re: LFUCG bid
To: Dave Sevigny <dsevigny@dmdatasystems.com>, Tyrone Tyra
<ttyra@commercelexington.com>

David,

TCG America-Tina Williams [859-509-8355](tel:859-509-8355). And thank you for reaching out to us. We really appreciate this.

Larry Forester
SVP
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On: 26 April 2016 15:44, "Dave Sevigny" <dsevigny@dmdatasystems.com> wrote:
Tyrone or Larry

Good to see you yesterday and at the Minority Business event last month.

Responding to a bid at LFUCG. We already are working with one contractor in Lexington who is minority owned. Part of the bid asks us to document a request looking proactively for more. Do you have a good list of local technology firms that are Minority or Women owned businesses? The bid is due tomorrow, and I could use some names if you have any in the technology services category.

Thanks!

Regards,

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