



Objective Results, Inc.

Response to LFUCG RFP #13-2016

Information Technology Consulting and Technical Services

April 25, 2016

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Company Overview

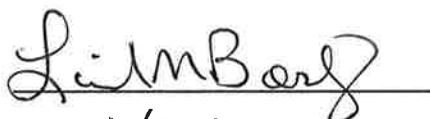
Objective Results, previously named the RFP company, has been in business since 1996. We have over 50 years of combined experience guiding clients through solution selection, project management, business analysis and decision facilitation to help them achieve their goals.

As a Kentucky-based company, we have provided value to clients across many different industries (including insurance, technology, consumer goods and manufacturing) and sectors (public, private and non-profit), with extensive experience in the public sector at both the local and state levels. Our repeat business rate of over 90% is a clear indicator of our clients' satisfaction.

Objective Results is responding to RFP #13-2016 in the area of consulting services. Our responses to the Request for Proposal are included.

Both partners, Linda Borkosky and Michael Campbell, are authorized to commit Objective Results, Inc. to the terms and conditions of this Request for Proposal.

Linda Borkosky, Partner


4/24/16

Michael Campbell, Partner


04.24.2016

Vendor Requirements

Requested Company Information	Objective Results Response
1. Company name and address	Objective Results, Inc. 5510 Pearce Way, Crestwood, KY 40014
2. Identify all business partners you have with technology and consulting firms	None
3. Provide resumes for all individuals being submitted for work under this RFP, along with the following information: <ol style="list-style-type: none"> 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 	Linda Borkosky – resume attached Michael Campbell – resume attached <ol style="list-style-type: none"> a. Lexington and Crestwood, KY b. \$135/hour c. None d. Both are employees
4. Number of years your company has been providing technology/consulting services	20 years
5. Provide two references for IT services work your company has performed over the last year	<ol style="list-style-type: none"> 1. Aldona Valicenti, Chief Information Officer, LFUCG avalicenti@lexingtonky.gov 2. Rodney Ballard, Previous Director of Corrections – Jail Management System 2015-16 Rodney.Ballard@ky.gov 3. Bill O'Mara, Commissioner of Finance & Administration – Budgeting Solution selection 2015 billo@lexingtonky.gov

Services Offered

The services offered by Objective Results are summarized in the following table.

Service Offering	Experience	Approach/Applied Methodology
1. Solution Selection and RFP Assistance	50 + years of combined experience across public, private and non-profit sectors	<p>We have evolved our own Solution Selection methodology, comprised of the following major activities:</p> <ul style="list-style-type: none"> • Defining the business objectives to be achieved by the solution • Defining requirements that must be fulfilled by the solution • Developing and publishing a Request for Proposal, and managing the vendor communication around it • Creating an Evaluation Model that provides clear, objective comparisons of vendor responses • Presenting key findings and recommendations to key stakeholders • Providing negotiation assistance
2. Project Management	20 + years across public, private and non-profit sectors	<p>Certified in project management by IBM, our “lean” PM approach is to apply just enough rigor to successfully complete the project, rather than create bureaucracy and paperwork of negligible value. Clear, open and timely communication of issues, good or bad, is another guiding principle of ours.</p>
3. Business Analysis	20 + years across public, private and non-profit sectors	<p>Although Business Analysis is arguably embedded in all that we do, the primary aspects we perform fall into these categories:</p> <ul style="list-style-type: none"> • Requirements facilitation • Requirements reconciliation (clients requirements with vendor capabilities) • Process definition • Process optimization <p>Consistent with our lean approach to project management, we tailor the deliverables to the needs of the clients’ situation.</p>

Service Offering	Experience	Approach/Applied Methodology
4. Strategic Planning	20 + years across public, private and non-profit sectors	We have recognized that most strategic plans are neither strategic (too tactical), nor a plan (too “blue sky”). We first validate where on this continuum our clients’ needs reside, and then construct the optimal approach. As practitioners of the Balanced Scorecard, which is a strategy method that employs metrics, we have assisted with long-term, rigorous strategic “makeovers”, as well as organizations wishing to simply align their next planning and budget cycle to the general goals of their organization.

Cost of Services

Responding to the Cost of Services requirement on RFP page 35, Objective Results will charge LFUCG a rate of \$135/hour for all of the above services. No additional charges are required for travel for work performed at LFUCG locations.

Required Forms/Attachments

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	N/A	
Microsoft Windows 7, 8, 10 Desktop	N/A	
Microsoft Office 365, Architecture and Design	N/A	
Microsoft PowerShell	N/A	
Microsoft Active Directory	N/A	
Microsoft Exchange 2010, 2013	N/A	
AIX versions 5.x, 6.x, 7.x	N/A	
Linux	N/A	
Internet Information Server (IIS)	N/A	
F5 BigIP	N/A	
VMware	N/A	
VMware VirtualCenter	N/A	
VMware ESX	N/A	
Microsoft Access	N/A	
Microsoft SQL Server 2008, 2012, 2014, 2016	N/A	
Oracle Database 10, 11, 12, 13	N/A	
SharePoint Services (on premise and cloud)	N/A	
Microsoft Office SharePoint Server	N/A	
Microsoft .NET Framework 2+	N/A	
Microsoft Project Server	N/A	
ESRI Geodatabase (10.2.1 and higher)	N/A	
ESRI ArcGIS for Server (10.2.1 and higher)	N/A	
ESRI ArcGIS for Desktop (10.2.1 and higher)	N/A	
ESRI ArcGIS Online (10.2.1 and higher)	N/A	
ESRI ArcReader (10.2.1 and higher)	N/A	
Visual Studio	N/A	
VBA	N/A	
Python	N/A	
JavaScript	N/A	
HTML5	N/A	
C#	N/A	
C++	N/A	
Ruby	N/A	
Ruby on Rails	N/A	
Visual Basic 6.0	N/A	

Technology	Experience	Comments
ASP.NET	N/A	
VB.NET	N/A	
jQuery	N/A	
Web Services	N/A	
PHP Development	N/A	
RPG IV	N/A	
BCD Presto	N/A	
ADO	N/A	
Moodle	N/A	
AJAX	N/A	
Technology	Experience	Comments
Node.js	N/A	
Chef, Puppet, Troposphere	N/A	
Amazon Web Services (AWS) Architecture	N/A	
Amazon Web Services (AWS) DevOps	N/A	
Microsoft Azure Architecture	N/A	
Microsoft Azure DevOps	N/A	
Palo Alto Firewalls	N/A	
Splunk	N/A	
Switching & Routing	N/A	
Vulnerability Scanning (Nessus)	N/A	
Patch Management	N/A	
IBM BigFix	N/A	
PeopleSoft HCM 9.0	N/A	
PeopleSoft FSCM 8.9	N/A	
PeopleTools 8.49	N/A	

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		
Database Design	SQL Server SQL Server Express MySQL ESRI Enterprise Geodatabase Oracle		
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)	\$135 \$135 \$135	<i>Objective Results' hourly rate is \$135 for all services.</i>
Server Application Implementation	Microsoft SharePoint Microsoft Project Server Microsoft SQL Server Microsoft Exchange Microsoft Windows VMware Virtual Center VMware ESX ESRI ArcGIS Server		

Service		Rate	Notes
Training	Microsoft SharePoint Microsoft Project Server Microsoft SQL Server Visual Studio Team Suite Visual Studio 2008 VMware		
Network Support	F5 BigIP Microsoft Active Directory Microsoft Windows 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		
Enterprise DevOps & "Cloud"	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)		

RESUMES

Michael Campbell

michael.campbell@objectiveresults.net

502.468.0181

Here is a summary of Mr. Campbell's pertinent experience:

- Established Program and Project Management Office for Kentucky's largest property & casualty insurance company. Provided program direction and project oversight for \$100M+ strategic transformation portfolio including oversight of programs for policy, claims and billing systems replacements.
- Oversaw planning, mobilization and implementation of other P&C insurance systems
- Managed multi-million dollar application development projects for Fortune 500 companies.
- Co-developed methodologies for Project Acceleration Services and Solution Selection Services
- Developed and presented the topic *Driving Strategic Initiatives* to executives of major Chinese Property & Casualty insurers at a P&C insurance industry conference in Shanghai, co-sponsored by Guidewire Software, McKinsey Consulting, Deloitte Consulting and IBM
- Authored *Consulting Between the Lines*, a view of the consulting industry for the 21st century. Available in print and at <http://www.consultingmag-digital.com/consultingmag/201211#pg20>
- Facilitated over 100 requirements definition and Solution Selection sessions to high customer satisfaction.
- Facilitated and managed strategic planning for private, public and non-profit sector clients
- Practitioner of Balanced Scorecard strategy and measurement methods
- Over 20 years in the systems integration business, dealing with product and service providers to architect, negotiate, and deliver business solutions.
- Recognized by the Governor of Kentucky for contributions to the Kentucky Strategic Plan for Economic Development.
- Founding member of Forrester Research Leadership Board for Vendor Management & Outsourcing Council
- Certified in project management by IBM and PMI.

Michael Campbell Specific Experience

Public Sector

Lexington, Kentucky

Elicited requirements, developed RFP with evaluation criteria, and managed vendors pursuant to the selection of a software solution to replace an enterprise-level budgeting system

Financial Industry

Louisville, Kentucky

Provided facilitation and bid consulting pursuant to an acquisition by a holding company. Duties included facilitation, solution selection and project management

Public Sector

Lexington, Kentucky

Elicited requirements, developed RFP with evaluation criteria, and managed vendors pursuant to the selection of a software solution to manage one of the state's largest detention facilities. Subsequently provided project management services for the implementation.

Public Sector

Frankfort, Kentucky

Provided consulting for executive governance and communication, project and program management process development, as well as development of a strategic technology roadmap; pursuant to "connecting the dots" between academic activity and achievement with workforce outcomes, providing a fact base on which strategic educational investment decisions can be soundly based.

Insurance Industry

Louisville, Kentucky

Provided facilitation and strategy development consulting pursuant to an enterprise-level business strategy for largest property & casualty insurance company in Kentucky. Duties included facilitation, content development and project management

Public Sector

Frankfort, Kentucky

Facilitated requirements definition and solution selection services for a major state government agency pursuant to a \$25 million systems integration project. Provided project management support, evaluation criteria and process, and RFP editing, as well as vendor management guidance.

Public Sector

Frankfort, Kentucky

Provided Solution Selection Services for first responders at both local and state levels for E911 Dispatch and Records Management solutions. Conducted a competitive selection process, including RFP development. Other duties included project management, requirements definition, and vendor management.

Linda Borkosky

linda.borkosky@objectiveresults.net

859.312.7690

An instinct for value fueled by an efficient, rigorous approach has compelled Linda's clients to engage her again and again. The range of roles in her seventeen years of consulting experience has provided her insights from both the client and consultant perspective, including solution selection, project management, business analysis and process improvement.

Here is a summary of Mrs. Borkosky's pertinent experience:

- Over 15 years of experience providing Solution Selection and Project Management with experience in various sectors of business
- Experienced JAD facilitator, gathering, synthesizing, and prioritizing requirements using interviews, document analysis and requirements workshops
- Extensive experience preparing business requirements documents, RFPs, functional and technical specifications and defining project plans
- Facilitated over 50 requirements definition and Solution Selection sessions to high customer satisfaction
- Provided project management, financial oversight and business analysis services for longitudinal education and workforce data analysis effort
 - Managed a grant application that resulted in a \$6+ million grant award
 - Mentoring and directing business analysts
- Provided Solution Selection services, including requirements definition, RFP development, vendor management and negotiation, to one of the state's largest municipalities on a variety of applications.
- Provided Solution Selection services for enterprise-wide project for a \$25 million systems integration state government project.
- FAST Certified facilitator
- Bachelor's degree in Accounting

Linda Borkosky Specific Experience

Public Sector

Lexington, Kentucky

Elicited requirements, developed RFP with evaluation criteria, and managed vendors pursuant to the selection of a software solution to replace an enterprise-level budgeting system

Public Sector

Lexington, Kentucky

Elicited requirements, developed RFP with evaluation criteria, and managed vendors pursuant to the selection of a software solution to manage one of the state's largest detention facilities.

Public Sector

Frankfort, Kentucky

Facilitated requirements definition and solution selection services for a major state government agency pursuant to a \$25 million systems integration project. Provided project management support, evaluation criteria and process, and RFP editing, as well as vendor management guidance.

Public Sector

Frankfort, Kentucky

Provided Solution Selection Services for first responders at both local and state levels for E911 Dispatch and Records Management solutions. Conducted a competitive selection process, including RFP development. Other duties included project management, requirements definition, and vendor management.

Public Sector

Lexington, Kentucky

Provided Solution Selection Services, including requirements definition, RFP development, vendor evaluation criteria development, vendor contract negotiation assistance and project management for a government agency to select technology to monitor and manage environmental assets in accordance with The Environmental Protection Agency.

Private Sector

Louisville, Kentucky

Provided Solution Selection Services, including requirements definition, RFP development, vendor evaluation criteria development, solution cost-benefit analysis, vendor demonstration management, vendor contract negotiations assistance and project management for a Business Intelligence and Management Solution.

AFFIDAVIT

Comes the Affiant, Linda M Borkosky/Objective Results, and after being first duly sworn, states under penalty of perjury as follows:

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

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.

Linda M Borkosky

STATE OF Kentucky

COUNTY OF Fayette

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

My Commission expires: 11/4/17

Kimberly S Field
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:

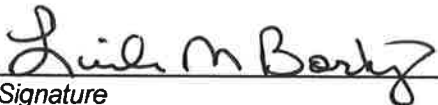
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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


Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Objective Results, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals	2	1	1														1 1
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:	2	1	1														1 1

Prepared by: Linda M. Berg, Partner
(Name and Title)

Date: 4/24/16
Revised 2015-Dec-15



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 <u>Objective Results</u>	Contact Person <u>Linda M Borkosky</u>
Address/Phone/Email <u>5510 Pearce Way Crestwood, KY 40014 Linda Borkosky <u>objective@results.net</u> (855) 312-7690</u>	Bid Package / Bid Date <u>#13-2016 4/25/16</u>

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
<u>N/A</u>								

(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.

Objective Results
 Company

Linda M Borkosky
 Company Representative

4/24/16
 Date

Partner
 Title

_____ 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.

Objective Results

Company

4/24/16

Date

Linda M Borkosky

Company Representative

Partner

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.

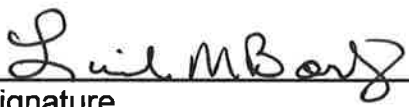
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according 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

4/24/16
Date