

## **Lexington-Fayette Urban County Government**

Proposal for RFP #13-2016

April 27, 2016

Presented by Next Century Technologies, LLC 3167 Custer Dr, Ste 101 Lexington, KY 40517

#### **COMPANY OVERVIEW**



**Kentucky Registered Name:** Next Century Technologies, LLC **Address:** 3167 Custer Dr., Suite 101, Lexington, KY 40517

Office Phone: 859-245-0582
Website: www.ky-consultant.com

Primary Contact: Tracy Hardin, President

Tracy Hardin Cell: 859-806-5757 E-Mail: tracy@ky-consultant.com

Next Century Technologies is a consulting firm that was founded in 2001 by me, Tracy Hardin. I graduated from the University of Kentucky in 1990 with a bachelor's in Computer Science. I spent the next ten years in the corporate world as computer support and network administrator. In 1999, I found my true calling when I went to work for a small IT consulting firm called Netsource in Lexington. I really enjoyed seeing how different industries and companies utilized IT and the problems that incurred but dismayed by the lack of integrity by those in the field of consulting. I went out on my own as an independent IT consultant in 2001 in Versailles, KY under the name Woodford Computer Solutions. I had a home office and worked primarily out of the trunk of my car. When I left Woodford County to live in Lexington, I changed the company name to Next Century Technologies to better encompass all the different technologies I supported.

When I became pregnant in 2006, I left independence behind to join an IT consulting firm called Data Solutions. I brought along all my clients, and most signed support agreements with Data Solutions. I stayed with Data Solutions for three years, working part-time so I could spend more time with my daughter. I went back on my own in November of 2009 and took my client base with me. In 2012, an increasing client base and ensuing support contracts required the need for hiring employees and finding office space for both them and my growing data center. Next Century Technologies has a modest 1100 ft<sup>2</sup> office on the east side of Lexington, which houses the staff plus a data center.

Next Century Technologies offers a wide range of IT consulting services including, but not limited to:

- Network design and security
- Virtualization (Microsoft and VMware)
- Computer support and problem-solving
- Computer hardware and software sales
- Network and desktop security
- HIPAA and financial regulatory compliance consulting
- Offsite backups that meet HIPAA and financial regulatory compliance
- Disaster recovery
- Spam control and e-mail services (including Office365)
- Cisco sales and support (including VOIP)
- Phone systems and paging systems
- Cabling for voice and data including fiber
- Surveillance systems
- Wireless networking

#### **COMPANY OVERVIEW**

Next Century Technologies is a reseller for Dell, Cisco, Microsoft (including Office365), VMware, ThreatTrack Security, and Webroot. It is also currently certified as a Kentucky Minority Women Business Enterprise and Disadvantaged Business Enterprise.

We specialize in the small-medium business sector, but we also provide local support for national and international companies that have offices in Kentucky. We support computers all over the state of Kentucky. Our clients cover a wide-area of industries including, but not limited to, banking, television, medical, construction, engineering, towing, veterinary, accounting, and auto parts manufacturing.

Next Century Technologies has two full-time Network Engineers, plus myself, to perform the consulting work. Please note: one of our full-time Network Engineers, Travis Lankow, has submitted his 2-week notice, and his last day is Friday, April 29<sup>th</sup>. His position will be filled with another Network Engineer, and the search for his replacement has begun. As a result, Travis' resume and experience will not be included within this proposal although he will be counted as a current employee in the Affirmative Action Plan.

Pay rate for our Network Engineers is \$20/hour base plus 15% of billable hourly rate. Additional pay includes monthly bonuses for managing support contracts and backup management, plus bonuses for quoting new computer hardware. Holiday bonus is paid annually in December.

All staff are employees of Next Century Technologies. There are no plans to utilize sub-contractors for this proposal.

Next Century Technologies has insurance plans that meet all the requirements specified in the RFP. Those documents will be submitted with this proposal.

#### SUPPORT SERVICES AND PRICING



The Next Century Technologies' Service Level Agreement (SLA) details our policy and procedures for providing excellent support, plus our hourly rates. The SLA has been prepared for LFUCG, and is being submitted with this proposal. This SLA is used by all our clients under a support contract, so please let us know if modifications are necessary for LFUCG.

Next Century Technologies assigns a primary and secondary Engineer to a client. In the case of this proposal, where a variety of experience is required, the individual best-suited for the job will be sent. However, one Engineer will still be assigned as primary to ensure good communication with LFUCG is maintained. In return, Next Century Technologies requests that LFUCG assign a select few individuals from their staff to act as primary contacts – people who can request and approve projects we do for LFUCG.

All Engineers assigned to LFUCG will provide their personal cell phone numbers to LFUCG contacts. We accept calls, texts and e-mails on our phones.

In the event that an Engineer is sick or on vacation, Next Century Technologies will notify our primary contact(s) at LFUCG as soon as possible, via e-mail or telephone call or both. Engineers will change their phone message, barring any crisis, to reflect their inability to provide support for those day(s).

LFUCG has the option to utilize our cloud-based ticket system, Autotask, if so desired. This add-on will sit in the system tray and can be accessed via the mouse to make support tickets. It can be offered to any number of staff members at LFUCG. Regardless, all support calls we received goes through our ticket system and, subsequently, used to build our timesheets and future invoices.

#### **CONSULTING**

Most of our clients don't have, and most don't need, a dedicated IT staff. That's where Next Century Technology steps in. We can take the place of the IT department or we can supplement existing IT staff by providing support and expertise from a group of individuals that combined have over 40 years' experience in IT. For the vast majority of our clients, we are the IT department. Our Engineers are trained to be the clients' IT Director. We help our diverse group of clients plan and grow their IT along with their companies. The best way to do this is with a support contract that puts us at the client site on a regular basis, so we can keep up with growth and changing needs within the organization. Although we utilize the latest tools to maintain and support computers, we never forget the most important tools: face-to-face interaction and communication. That's why we select our Engineers to be friendly, yet knowledgeable. We like to help our clients be better stewards of IT, both to improve their efficiency and to reduce support issues.

Our Managed Services Plans were built for our clients, by our clients. We looked at the most requested support issues and built three Plans and three price levels to meet those needs. Our most basic Managed Service Plan ("Basic") provides the absolute minimum that we feel every company should have for IT: around-the-clock monitoring, UPS and backup monitoring, password and basic security administration, software and hardware purchasing advice, Microsoft patch management, e-mail support, domain name support, firewall management, and internet service provider support. Please see Appendix I of this proposal for our Server/Computer/Network and Compliance Managed Services Plans. Our higher level Managed Services Plan ("Pro") goes beyond that to provide SQL support, Exchange support, antivirus, backups, inventory reports, network diagrams, and bi-annual technology assessments. The Compliance Plan is there to help our medical and banking clients stay compliant and prepare for their audits. To effectively implement the Compliance Plan, we place an Engineer on the client site one day a week.

We have found the Managed Services Plans to be an effective way to support our clients while keeping IT costs at a more predictable level. If work is requested that falls outside the Plan, we obtain permission from our client contact before proceeding. The Plan also provides a discounted rate for work that does fall outside the scope of the Plan.

We utilize remote management and monitoring (RMM) software for our clients that are under a Managed Services Contract. This allows 24/7 monitoring, management, notifications and remote desktop. We also utilize Webroot Security software as our preferred antivirus/antimalware/content filtering platform. It is a cloud-based system that offers notifications and scheduled scans. For clients that are not under a Managed Services Contract, we utilize FixMe.IT for onthe-spot remote desktop support and file transfers.

In addition to supporting our clients, from time-to-time, we do moves. On average, we do one major move a year for a client. This usually entails a client moving to larger facility or it can involve a merger. Depending on the size of the move, we will rent a van (if necessary), pack up all the computers, servers, network equipment, racks and printers (copiers are done by the copier company) into the van and take to the new site. Moves of this type are done over a weekend. Upon reviewing the equipment and doing a site survey, we can accurately dictate how long the move will take. We always plan to be on-site on the next business day to resolve any issues left over from the move.

We also, from time-to-time, assist a client with new construction. We really want to be involved from the blueprint stage to plan where jacks are going for computers, servers, copiers, fax machines, credit card machines and phones. We also like to plan a sizable IT closet with a rack for not only the computer equipment, but the surveillance system, paging system, and phone system. We can provide all the cabling and patch panels as well, and help coordinate voice and

#### **CONSULTING**

internet. Climate control and isolated circuits are also important in the IT room, and are often left out if not caught in the planning stage.

We like to save our client's money. Every couple of years we like to review our clients' phone and internet bills. New technologies and new standards mean that refreshing an existing Windstream contract or moving to a different provider can save a client hundreds, if not thousands, of dollars a year and often results in faster internet.

Security and disaster recovery go hand-in-hand in the IT world. With ransomware threats on the rise, these two aspects of IT are so very critical in recovering from such an attack. We take disaster recovery so seriously that we house our own offsite-backup system at our data center in Lexington, just so we can do same day restores. All of our offsite-backup plans INCLUDE monitoring by our staff. Nothing is outsourced. If backups don't run, we start investigating, and will go on-site to resolve it, if necessary. Our offsite backup system has been running since 2010, and recently played a key role in recovering over a half-million files for a client following a virtualization-related file corruption. Good security involves keeping software up-to-date. Operating system updates and third-party updates for products like Java, Acrobat and Flash, are critical. We also like the smart line of security appliances that are available from Cisco, Untangle and pfSense and Barracuda's spam filter for stopping threats before they enter the local network. We do not sell or recommend the local big-box line of firewalls for any client, unless for a house.

We understand that our clients have a budget, and that budget must cover the products and tools to keep the IT infrastructure going. We look for products that meet the need for stability and security, yet provide a good return on investment. We are always on the lookout for new products and new solutions. We often test products right in our own VMware virtual environment before offering them to our clients. The products we sell to clients are the same ones we utilize in-house.

#### **ADDITIONAL TECHNOLOGIES**



Next Century Technologies offers other technologies that LFUCG may find significant including

- Managed Services: Our three Managed Services Plans offer a fixed-price, predictable way to track and control IT costs and keep IT running smoothly. Managed Services Plans price IT support on a by-the-device monthly cost. Devices can be added or dropped from the plan, and the monthly rate is based on the number of devices in service on the first day of the month. Please see Appendix I of this proposal for our Server/Computer/Network and Compliance Managed Services Plans.
- NCT Offsite-Backups: Next Century Technologies hosts its own offsite-backup facility within our data center right
  here in Lexington. Our backup solution includes keeping a copy both on-site and off-site. Network-attached
  storage rental is optional for the on-site backup storage. Backups both in-motion and at-rest utilize AES-256
  encryption. Our backup solution includes monitoring by our staff for completion. We also send backup reports
  to you. Backup failures are investigated by our staff, and if it's found to be a problem with our software or our
  storage devices, we will fix it at no extra charge. Restore work is extra, and we offer same-day restores. Prices
  start at \$35/month for a desktop.
- Hosted Spam Filter: Perfect for those customers that have an e-mail server in-house. This hosted spam filter blocks almost all spam, and emails with questionable links and attachments. Our service includes support for the spam filter in the monthly price.
- Office365: We are an Office365 reseller. We have experience in SharePoint site design and management. We
  can also design custom forms for SharePoint using InfoPath.
- Wireless: We do wireless projects, including challenging environments like older buildings.
- We do cabling. We can run, terminate, and test CAT5/CAT6 cable for both voice and data. We offer fiber termination via a sub-contractor from Winchester. Since cabling is outside the scope of this RFP, I did not list my fiber cable sub-contractor.
- We have experience installing wall-mount TV's and projector screens, ceiling-mounted projectors and small outdoor antennas.
- We support Cisco VOIP phone systems (UC500 series) and basic Nortel digital phone systems.
- We have completed numerous voice and data cutovers for customers who are changing their internet and voice provider with all the major providers such as Windstream, AT&T, QX.net and Time-Warner.

#### **REFERENCES**



#### **Lee Roberts**

President, Roberts Heavy Duty Towing and subsidiary Bluegrass Towing 2285 Maggard Dr.
Lexington, KY 40511
(859) 233-9711

LRoberts@rhdtowing.com

Years as a client: Roberts Heavy Duty Towing – 7 years; Bluegrass Towing – 15 years

#### **Kathy White**

VP, Operations Officer
Century Bank of Kentucky, Inc.
201 W. Woodford St.
Lawrenceburg, KY 40342
(502) 859-5111 x231

Kathy.white@centurybankky.com

Years as a client: 3.5 years



#### **APPENDIX I: Managed Service Plans**

#### **Server Managed Services Plans**

Your business runs on computers. Proper maintenance of your servers is critical for a worry-free, reliable computer network. We proactively monitor and manage your server. We manage your backups and can help you design a disaster recovery plan.

Labor to set up a new server, rebuilding a server or new software installs are not included in these plans, but the special discount hourly rates will apply if the server is under the Basic or Pro plans.

	Basic	Pro
Monitoring		
Network monitoring & alerts (24/7/365)	•	
Drive space monitoring	•	
Service availability monitoring	•	•
Server error monitoring & alerts	•	•
Backup monitoring		•
Support		
Web-based ticket management	•	•
Ticket reporting	•	
Installation of peripherals*	•	
Priority response	•	•
Unlimited email/text support		
Unlimited phone support		
Unlimited remote desktop support		
Unlimited on-site support		
Maintenance		
Microsoft patch management	•	•
UPS monitoring, management & testing	•	•
User account administration	•	
File share permission administration		•
Replacement of UPS batteries, parts extra		
Automated maintenance processes		
Unlimited software updating		
Unlimited software upgrading, if available		
Security		
Security software suite management	•	
Password administration	•	
Security administration	•	
Automated virus and spyware removal		•
Advanced virus and spyware removal		•
Security software suite license	\$6	
(antivirus/antispyware/firewall/web filter)		

	Basic	Pro		
Software				
Backup management & testing	•	•		
Software purchasing advice	•	•		
Software purchasing coordination	•	•		
Software license renewal coordination				
Microsoft application support				
3 <sup>rd</sup> party application support**				
Quickbooks application support				
MS SQL Server management				
MS Exchange management				
Hardware				
Server hardware purchasing advice	•	•		
Server hardware purchasing coordination	•	•		
Server hardware warranty coordination	•	•		
Server asset management & inventory		•		
Warrantied parts replacement		•		
Adding hardware upgrades to server		•		
Misc				
Special hourly rate for work outside scope	\$99	\$89		
of Managed Services Plan				
Hourly rate for after-hours support	\$139	\$129		
Trip fee for each on-site visit***	\$24	none		
Add-Ons				
Offsite backup w/500GB storage	\$89	•		
MS Exchange management –	\$49	•		
Includes up to 10 spam filter licenses	\$29			
MS SQL management Compliance Plan	\$29 N/A	\$49		
Compilative Flati	14,71	each		
Customer Requirements				
Properly rated UPS on server(s)				
Remote monitoring/management software on each server				
Quality security software on server if choosing Basic plan				

- \*Peripherals limited to mice, keyboards, and monitors
- \*\*We ensure software functionality, accessibility, and printing, not support of product itself; Initial installation/configuration of new applications done at special hourly rate

<sup>\*\*\*</sup>Price for Fayette and surrounding counties only



#### **APPENDIX I: Managed Service Plans**

#### **Computer Managed Services Plans**

Next Century Technologies offers a complete solution for managing your desktops and laptop computers. We monitor your computers 24/7 and will help ensure they are properly protected from threats from the internet and email.

Special fixed-price fees are offered for new computers or rebuilds\*. Special discounted hourly rates will apply for work that falls outside the plans, such as installing new software, moving computers or running cable.

	Basic	Pro
Monitoring		
Computer monitoring & alerts (24/7/365)	•	
Drive space monitoring	•	
Service availability monitoring	•	
Windows error monitoring & alerts	•	
Support		
Web-based ticket management	•	
Ticket reporting	•	
Priority response	•	
Unlimited email/text support		
Unlimited phone support		•
Unlimited remote desktop support		
Unlimited on-site support		
Installation of peripherals directly connected to computer		•
Tablet support (one per computer)		
Rebuild of computer either due to		•
hardware failure or virus*		
Maintenance		
Microsoft patch management	•	
Automated computer optimization and		•
management		
Automated maintenance processes		
Unlimited software updating		
Unlimited software upgrading, if available		
Security		
Password administration		•
Security administration	•	•
Security software suite management	•	•
Automated virus and spyware removal		•
Advanced virus and spyware removal		

Service Platis	Basic	Pro
Security patch management		•
Security software suite license	\$4	
(antivirus/antispyware/firewall/web filter)		
Software		
Software purchasing advice	•	
Software purchasing coordination	•	
Software license renewal coordination	•	•
Microsoft application support	•	
3 <sup>rd</sup> party or in-house e-mail support	•	
Quickbooks application support		
3 <sup>rd</sup> party application support**		
Hardware		
Hardware purchasing advice	•	•
Hardware purchasing coordination	•	
Hardware warranty coordination	•	•
Computer asset management & inventory		•
Warrantied parts replacement		•
Adding hardware upgrades to computers		
Misc		
Flat-rate rebuild computer fee	\$399	•
Flat-rate new computer setup fee	\$399	\$299
Special hourly rate for work outside scope	\$99	\$89
of Managed Services Plan		
Hourly rate for after-hours support	\$139	\$129
Trip fee for each on-site visit***	\$24	N/A
Add-Ons		
Tablet support (by the device)	\$8	
Offsite backup w/50GB storage for	\$29	\$19
desktops or laptops Compliance Plan	each N/A	each \$19
Compliance Fian	11/7	each
<b>Customer Requirements</b>		
Properly rated surge protector on each computer		
Service Provider's remote monitoring/management		
software on each computer		
Quality security software suite on each computer if		
choosing Basic plan		

\*Pro plan rebuilds limited to twice up to SLA annual review date

\*\*We ensure software functionality, accessibility, and printing, not support of product itself; Initial installation/configuration done at special hourly rate \*\*\*Price for Fayette and surrounding counties only



#### **APPENDIX I: Managed Service Plans**

#### **Network Managed Services Plans**

Your network infrastructure is the crucial element that ties together your computers, servers, printers and internet. These often overlooked devices are the focus of our Network Managed Services Plans. We monitor them and keep them running smoothly resulting in a stable network environment.

Special discounted hourly rates will apply for work that falls outside the plans, such as moving equipment or running cable.

	Basic	Pro
Monitoring		
Monitoring internet availability	•	•
Support		
Web-based ticket management	•	•
Ticket reporting	•	•
Priority response	•	•
Unlimited email/text support		•
Unlimited phone support		
Unlimited remote desktop support		•
Unlimited on-site support		
Maintenance		
Unlimited software/firmware updating		•
Unlimited software/firmware upgrading		•
Security		
Password administration	•	•
Security administration	•	•
Security patch management		
Configuration backup and management		•
Vendor Services		
Vendor purchasing advice	•	
Vendor purchasing coordination	•	•
3 <sup>rd</sup> party vendor liaison	•	
Vendor conflict resolution	•	•
Vendor warranty coordination	•	•
Management		
ISP liaison and management	•	
Domain name support	•	•
Switch management	•	
Router management	•	•

Service Plans	Basic	Pro		
Firewall management	•	•		
Network management	•			
Network printer management	•			
Web hosting support				
Wireless network management including controllers and their access points		•		
Virtual private network (VPN) design and management		•		
Wide area network management		•		
Network attached storage (NAS) management		•		
Network diagram and documentation		•		
Device lifecycle management		•		
Bi-annual technology assessment and review with Next Century Technologies network engineer		•		
Network Devices				
Device purchasing advice	•	•		
Device purchasing coordination	•	•		
Device warranty coordination	•	•		
Device asset management & inventory		•		
Adding hardware upgrades to devices		•		
Network printer installation, excludes copiers		•		
Warrantied parts replacement for network devices excludes printers & copiers		•		
Misc				
Special hourly rate for work outside scope of Managed Services Plan	\$99	\$89		
Hourly rate for after-hours support	\$139	\$129		
Trip fee for each on-site visit	\$24*	N/A		
Flat-rate new device setup fee – Pro only	N/A	\$49		
Add-Ons				
Compliance Plan	N/A	\$10 each		
Customer Requirements				
Properly rated surge protector on each device				

<sup>\*</sup>Price for Fayette and surrounding counties only

# NEXT CENTURY

#### **APPENDIX I: Managed Service Plans**

#### The Next Century Difference – our Compliance Service Plan

Next Century Technologies has extensive experience with the IT requirements for HIPAA and bank compliance. The difference between these two is closing rapidly. Our Compliance Service Plan is designed just for those companies having to address such compliance requirements. The Compliance Service Plan offers everything in the Pro plan, plus the following:

#### **NETWORK SECURITY – Compliance requirements set a higher bar for your IT security and we can help!**

- Vulnerability scans: We perform an internal vulnerability scan at least once a quarter
- Pen-testing
- Weekly network health check submitted to your security officer via e-mail including web filtering reports
- Off-site backup: Meets compliance requirements, reports e-mailed nightly
- Help you design a business continuity plan or maintain the one you have
- Log Management
- Permissions reviews
- Keep your critical server software up-to-date
- Maintain a password policy, failed login policy and screen lockout to meet compliance requirements
- Notification of software or hardware that is no longer compliant, and help devise a plan to replace it
- We maintain a complete list of passwords for all software and devices, password protected and stored only on your server
- Server(s) operating system updates done monthly (included in Pro)
- Review of SSAE16/SOC3 vendor reports on behalf of your security officer
- Server and computer license for a complete security suite (antivirus/antispyware/antimalware/firewall) that meets compliance requirements

#### COMPUTER SECURITY – The greatest threat to your network security is at the workstation level

- Assistance with your removable device management software and removable device policy
- Assistance with your secure e-mail and e-mail archiving requirements and policy
- Software compliance and reporting—we find software that doesn't belong on the computers and remove it
- Software updates weekly including Microsoft, Java, Acrobat Reader and Flash plus many others

# NEXT CENTURY

#### **APPENDIX I: Managed Service Plans**

#### The Next Century Difference – our Compliance Service Plan Cont'd

#### AUDIT PREP – Auditors request a lot of information from your company before the audit begins

- Assistance with the two (or three) year IT plan for your company
- Updating and maintaining risk assessments
- Build and maintain network diagrams and documentation

#### We provide the following logs requested by auditors:

- Vulnerability scan dates
- Major software upgrades history for server-based applications hosted in-house
- Firmware update log for network devices
- UPS test dates
- Restore from backup test dates
- Log of permission reviews

#### We provide the following reports requested by auditors:

- Vulnerability and pen-test results
- Weekly web filtering reports
- Complete software inventory report
- Complete hardware inventory report including retirement dates for equipment
- Complete server and computer software inventory
- Requests of permission changes, and user changes (part of our cloud-based ticket system)
- Weekly network health check
- Security software suite reports
- Log management reports
- We will meet with your auditor to help address any IT issues

#### **Compliance Service Plan Pricing**

The compliance service plan is offered as an add-on to the Pro Plan. It is not available with the Basic Plan.



# Service Level Agreement for

## Lexington-Fayette Urban County Government RFP #13-2016

**Date: April 27, 2016** 

#### **Approval**

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role	Signed	Approval Date
Tracy Hardin, Next	Service Provider		
Century Technologies	President		
,	Customer		
Lexington-Fayette			
Urban County Govt.			

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#### 1 Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

IT Service Provider: Next Century Technologies, LLC. ("Service Provider")

Address: 3167 Custer Drive, Suite 101, Lexington, KY 40517

IT Customer: Lexington-Fayette Urban County Govt. ("Customer")

Address: 200 E. Main St, Lexington, KY 40507

This Agreement is intended for the benefit of the stakeholders hereto only. This Agreement shall not create any rights for third party beneficiaries.

#### 2 Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between Next Century Technologies, LLC ("Service Provider") and Lexington-Fayette Urban County Govt. ("Customer") for the provisioning of IT services required to support and sustain computer hardware and software, as requested by the Customer.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of IT support covered as they are mutually understood by the primary stakeholders. This Agreement supersedes all prior agreements, understandings and discussions between the stakeholders. This Agreement constitutes the entire agreement of the stakeholders with respect to the subject matter contained herein and cannot be changed or terminated orally. No modifications of this Agreement shall be binding unless signed by both stakeholders.

If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision or provisions held to be invalid or unenforceable.

#### 3 Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent IT service support and delivery to the Customer(s) by the Service Provider(s).

The **goal** of this Agreement is to obtain mutual agreement for IT service provision between the Service Provider and Customer.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.



#### 4 Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid for one year. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Business Relationship Manager** is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected stakeholders. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Business Relationship Manager: Tracy Hardin, President of Next Century Technologies, LLC

Review Period: Annual Previous Review Date: N/A Next Review Date: May 1, 2017

#### 5 Service Level Agreement (SLA)

The following detailed service scope are the responsibility of the Service Provider in the ongoing support of this Agreement.

#### 5.1 Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Customer will provide the Service Provider the necessary access to the Customer's premises so as to allow the Service Provider to perform its obligations under this Agreement.
- Payment for all support costs at the agreed monthly interval.
- Payment terms for all invoices are net 15 days from the date listed on the invoice to avoid late charges
- Customer will pay interest at the rate of 2 percent per month on all unpaid, overdue invoices
- If an invoice for services or other charges under this Agreement remain unpaid following 45 days from the payment due date on the invoice, written notice will be submitted to Customer that will suspend performance of all of the Service Provider's obligations under this Agreement until such past due amount is paid.
- If an invoice for services or other charges under this Agreement remain unpaid following 60 days from the payment due date on the invoice, written notice will be submitted to Customer that the Service Provider has terminated this Agreement and the Customer will permit the Service Provider to remove equipment and software owned by the Service Provider, and terminate all service obligations under this Agreement without further obligation to the Customer.



#### 5.2 Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents (see Section 6)
- Appropriate notification to Customer for any scheduled downtime.
- The Service Provider will be solely responsible for the actions and supervision of its personnel.
- The Service Provider will be solely responsible for the payment of all compensation, benefits and taxes related to its employees, including workers' compensation.
- Service Provider employees will sign any confidentiality documents as required by Customer to meet the Customer's compliance requirements prior to starting any services
- Service Provider will have and hold at all time during this Agreement, at its cost, general liability insurance, workers' compensation insurance and an errors and omissions policy. Service Provider can and will provide a statement of insurance policy upon request.

#### 5.3 Termination

Upon the termination of this Agreement for any reason (including the expiration of this Agreement by its terms or the termination of this Agreement for cause):

- 1. Customer shall permit the Service Provider to remove all its equipment and software it owns and is licensed for, within a reasonable period of time following the termination.
- 2. Customer shall pay to Service Provider within fifteen (15) days of the termination date all charges arising, including the monthly management fee.

If the Customer chooses to terminate this Agreement without cause prior to the end of the initial term, or any renewal period, Customer shall provide the Service Provider with 30 days' prior written notice (see Section 14 Notices) and shall be responsible for the monthly service fee and any other charges accruing through the termination date of this Agreement.

If the Service Provider does not perform in any material respect the services required under this Agreement, Customer shall inform Service Provider in writing, specifying the manner in which the Customer believes the Service Provider's services to be deficient. The Service Provider shall have a period of thirty (30) days from the receipt of such notice to correct such deficiencies in performance. If the Service Provider does not correct the deficiency within such period, Customer shall, as its sole remedy for the Service Provider's nonperformance, have the option of terminating this Agreement for cause. In connection with any termination by Customer under this Section, Customer shall be responsible for the charges for services and products invoiced by Service Provider per Section 5.3.1, excluding the service fees in dispute.



#### 6 Service Management

The Service Provider warrants to the Customer that it will perform the services in a professional manner. Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, response times, support request methods and SLA credits.

#### 6.1 Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support: 8:00 A.M. to 5:00 P.M. Monday Friday, excluding holidays
- Email support: Monitored 8:00 A.M. to 5:00 P.M. Monday Friday, excluding holidays
- Onsite assistance guaranteed within 24 hours during the business week
- Holidays are defined as: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day.

#### 6.2 Service Requests and Response

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

During business hours:

- 0-2 hours for issues submitted via telephone
- 0-4 hours for issues submitted via text
- Within 4 hours for issues submitted via e-mail or ticket portal

After business hours and before 10:00 PM during the week:

• 0-4 hours for issues submitted via telephone, text or e-mail

After business hours and after 10:00 PM during the week:

Next business day

Weekends and holidays:

- For low or medium priority issues of any kind, next regular business day
- For high priority and crisis issues, **please call, do not text or email**, your primary and secondary Engineers and we will respond within 4 hours

Crisis: On-site visit within 2 hours during business hours, 4 hours during evenings, weekends and holidays

DEFINITION: The Service Provider defines a crisis as an issue that severely impacts the day-to-day operations of the Customer



DEFINITION: The Service Provider defines a response as any one of the following to either the Customer requestor and/or the management employed by the Customer:

- Phone call
- E-mail
- Remote control session
- Text via mobile device
- On-site visit

#### 6.3 Service Request Methods

Several methods are available for the submission of a service request. The Customer may:

- Phone either the Service Provider's main office and/or a technician
- Email request to specific Service Provider's technician directly or <a href="mailto:support@ky-consultant.com">support@ky-consultant.com</a>
- Text request directly to Service Provider's technician mobile phone
- Request support directly when Service Provider's technician is on-site
- Submit request via Service Provider's web portal, if permitted by Customer

#### 6.4 Service Request Management and Auditing

Support requests are managed and maintained by the Service Provider's cloud-based ticket system. The Service Provider agrees to provide the following:

- A web-based portal for submitting tickets that can be offered to all or some of the Customer staff
- All support requests that are received via phone, e-mail, text or in-person will be entered into this ticket system via the Service Provider's staff
- Reports, upon request, for an array of information on submitted tickets including: by date, by submitter, by incident
- Service Provider will provide reports, as requested, for auditing or compliance reasons
- All tickets will appear on invoices with a date and technician name

#### 6.5 Service Level Agreement Credits

The Service Provider agrees to provide credits to the Customer if the SLA response times outlined in sections 6.1 and 6.2 are not met. These credits will only apply from the date this Agreement is signed to the annual review date defined in Section 4. These credits are:

- The credit will be 5% off the next monthly invoice (services only) for the first failure
- The credit will be 10% off the next monthly invoice (services only) for each failure thereafter
- Maximum credit will be 10% off a given month
- Credits will only be granted to claims made in writing via e-mail



#### 6.6 Service Level Agreement Exceptions

The Customer acknowledges that there are situations in which the Service Level Agreement does not apply:

- Due to factors outside the Service Provider's reasonable control, ie, extreme weather, massive power failures, massive cellular or internet failures
- Inaction of Customer, ie, not answering calls, texts or e-mails, or general unavailability, failure to follow through on recommended course of action

#### 7 Indemnification and Warranties

Stakeholders agree to hold harmless, defend and indemnify the other party from and against any liability, loss, demand, claim or cause of action for personal injury or property damage due to or arising out of the acts of that party, its agents and employees. However, each party shall have no obligation to hold harmless, defend or indemnify the other from or for liability arising from the other party's own intentional or negligent acts.

In no event shall Service Provider be liable to Customer or Customer's Customers for any incidental, consequential, indirect, special or punitive damages related to Service Provider's performance or non-performance of the services under this Agreement. Customer's sole remedy for any claims related to Service Provider's performance or non-performance of the services under this Agreement shall be limited, at Service Provider's option, to a refund of the cost of equipment or services provided with respect to the specific job in question or to Service Provider's re-performing the services in question.

The Service Provider does not warrant for a particular purpose to Customer or another party with respect to the equipment or services that the Service Provider is furnishing under this Agreement. The Service Provider does recognize and utilize warranties as provided by the manufacturer of Customer's hardware and software.

#### 8 Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, labor strike, or an act that is beyond the reasonable control of either party, provided that such party gives the other party written notice thereof promptly and, in any event, within fifteen (15) days of discovery and uses its best efforts to continue to so perform or cure. In the event of such a force majeure, the time for performance or cure shall be extended for a period equal to the duration of the force majeure.



#### 9 Assignment

Neither stakeholder may assign or delegate its obligations under this Agreement, either in whole or in part, by operation of law nor otherwise, without the prior written consent of the other, which shall not be unreasonably withheld or delayed. Any attempted assignment in violation of the provisions of this provision will be void. Notwithstanding the foregoing, a sale or merger of the Service Provider or substantially all of its assets shall not be deemed to be an assignment.

#### 10 Compliance with Laws

Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

#### 11 Cumulative Rights

Any specific right or remedy provided in this contract will not be exclusive but will be cumulative of all other rights and remedies.

#### 12 Attorney's Fees

The non-prevailing party in any dispute under this agreement shall pay all costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute.

#### 13 Notices

All notices shall be in writing and shall be delivered personally, by United States certified or registered mail, postage prepaid, return receipt requested, or by a recognized overnight delivery service. Any notice must be delivered to the parties at their respective addresses set forth below their signatures or to such other address as shall be specified in writing by either party according to the requirements of this section. The date that notice shall be deemed to have been made shall be the date of delivery, when delivered personally; on written verification of receipt if delivered by overnight delivery; or the date set forth on the return receipt if sent by certified or registered mail.



## **Service Level Agreement**

This Service Level Agreement (SLA) is made as of					
1. TERM This Agreement shall commence on 20 (12) months.	016 and shall have an initial term of twelve				
2. RATES The business hour labor rate for Next Century Technology support are billed in 15 minute increments. An on-site of the state o					
<ul> <li>Trip charges:</li> <li>Free for LFUCG sites within Fayette County (normally \$30/trip)</li> <li>\$40/trip for counties surrounding Fayette (Woodford, Clark, Bourbon, Madison, Scott, Jessamine)</li> <li>\$109/hr for trip outside Fayette and its surrounding counties, one-way only</li> <li>No additional charges for gas or mileage</li> </ul>					
Overtime, holiday, and after-hour rate is \$149/hr.					
IN WITNESS WHEREOF, the stakeholders here to have executed this Service Level Agreement as of the date first written above.					
BY:	BY:				
Tracy Hardin, President					
Next Century Technologies, LLC	NAME:				
	TITLE:				
DATE:	DATE:				

## Ronnie G. Goodpaster II

338 Vanover Way

Winchester, KY 40391

Cell: (859) 319-6890

Email: rggoodpaster@gmail.com

LinkedIn: http://www.linkedin.com/in/ronniegoodpaster/

#### **Objective:**

To secure a network engineer/systems administrator position in a company that can utilize my Cisco, Microsoft, and VMware skills

#### **Career Summary:**

- Provided consulting services for a variety of commercial industries including banks, engineering firms, and healthcare organizations.
- Provided 24-7 technical support for approximately 250 employees in remote locations across Kentucky and West Virginia.
- Assisted in expanding a BYOD environment by implementing an AirWatch SaaS environment to ensure HIPAA compliance as well as to centralize management aspects of iOS devices.
- Developed and conducted trainings so that users could maximize their efficiency and usability of various technological devices.

#### PROFESSIONAL EXPERIENCE

Network Engineer, Next Century Technologies, April 2014 – Present

- Configured Microsoft servers and setup AD and group policies
- Designed and installed LAN's using Cisco routers, switches, and security appliances
- Migrated clients to VOIP utilizing Cisco Unified Communications devices and IP phones
- Constructed wireless infrastructures using Cisco controllers and access points
- Setup VMware virtualized environments
- Maintained local and offsite backups
- Cabled new and existing buildings with Cat5e and Cat6 as needed
- Performed routine monthly maintenance on all servers and hardware
- Provided remote managed services as well as on-site support

#### Technology Support, KVC Behavioral Healthcare, September 2012 – April 2014

- Managed 200 iOS devices via AirWatch MDM SaaS solution
- System Administrator for Debian server with multiple clients in Kentucky and West Virginia
- Performed troubleshooting on Cisco switches and wireless access points
- Repaired and upgraded all hardware components of laptops and desktops including LCD screens, keyboards, hard drives, and RAM
- Provisioned and supported Mac, Linux, and Windows based PC's in a BYOD environment
- Designed and conducted trainings for proprietary and public applications
- Acted as a liaison between our corporate IT team and our local subsidiaries
- Continuously researched, tested and introduced new technologies
- Maintained and improved documentation regarding all aspects of IT departmental procedures, changes, technical issues, and budgeting.
- Orchestrated multiple ongoing projects and effectively accomplished job duties with very minimal supervision

#### **EDUCATION**

- A.S. Information Technology, Indiana Wesleyan University, 2010-2012
- Diploma, Lincoln County High School, 1994-1997

#### **TECHNICAL SKILLS**

#### Certifications:

- Cisco Certified Network Associate
- VMware VCP5-DCV

#### Operating Systems:

 Windows Server 2008 – 2012, Windows Small Business Server, XP - 8.1, Debian, Linux Mint, Mac OSX, Cisco IOS, ESXi

#### Software:

 AirWatch, Microsoft Office 365, Citrix, TeamViewer, LogMeIn, GFI Max, StoreGrid, Adobe Dreamweaver, Virtual Box, VMware vSphere

#### Hardware:

• Laptops, desktops, tablets, Android and iOS devices, Cisco routers, ASA's, AP's and switches, Dell MD3200i

#### Network/Protocols:

 TCP/IP,FTP, SSH, RIP, DHCP, DNS OSPF, EIGRP, IPsec, PPP, Frame Relay, iSCSI, NFS, VMFS

#### **PREVIOUS EMPLOYERS**

Youth Worker II, Fayette Juvenile Detention Center, Dec. 2006 – Sept. 2012

- Supervised youth in a detention center setting
- Lead structured recreational activities
- Performed intakes/discharges of residents
- Dispensed medications per Health Services Protocol
- Served as backup supervisor as needed

<sup>\*\*</sup>References available upon request

# Indiana Wexlegan University

The Board of Trustees of Indiana Wesleyan University, upon the recommendation of the President and Faculty of the University, has conferred on

Ronnie G. Goodpaster II

the degree of

Associate of Science

Computer Information Technology

together with all the rights, honors, privileges, and responsibilities pertaining to that degree, given at Marion, in the State of Indiana this fifteenth day of December, 2012.



# Cisco Certifications

# Ronnie Goodpaster II

HAS SUCCESSFULLY COMPLETED THE CISCO CERTIFICATION REQUIREMENTS AND IS RECOGNIZED AS A

# Cisco Certified Network Associate Routing and Switching



**CERTIFICATION DATE** VALID THROUGH

August 22, 2013

Ciaco ID No.

August 22, 2016

CSCO12397200

Cartificate Verification No. 415114190789145CG

**BR66371** 0839



VMware is proud to award the title of

## **VMware Certified Professional 5**

Data Center Virtualization

to

# Ronnie Goodpaster

in recognition of successful completion of all certification requirements

CERTIFICATION DATE: March 3, 2014 VALID THROUGH: February 15, 2018

CANDIDATE ID: VMW-01084795R-00439989

VERIFICATION CODE: 12851725-9036-3406C1ABOCBB Validate certificate authenticity: vmware.com/go/verifycert



PAT GELSINGER, CHIEF EXECUTIVE OFFICER

#### Tracy Lynn Hardin 3269 Tranquility Pt. Lexington, KY 40509

(859) 806-5757

#### EDUCATION

#### **B.S.** Computer Science, Business Specialization

University of Kentucky, December 1990 Cumulative G.P.A. 3.32/4.0 Academic Honors: Dean's List and Golden Key National Honor Society

Certified Novell Engineer (CNE) - 1996, A+ Certified - 1999

Cisco Certified Entry Networking Technician - 2014

#### OPERATING SYSTEMS

Windows Server and Small Business Server 2000-2012 Windows 7/8/10 Cisco IOS

SOFTWARE

Vipre Security Suite Visio MS Publisher MS Office Suite Offsite Backups MS Sharepoint MS Exchange Server VMware LogMeIn GFI Max Photoshop Webroot Quickbooks Quicken Cisco VOIP

HARDWARE

DesktopsLaptopsServersSmart PhonesTabletsScannersPrintersBluetoothRouters/SwitchesCablingPhone SystemsCisco ASA FirewallsNetwork-Attached StorageWireless

#### PROFESSIONAL EXPERIENCE

#### **Owner and President**

Woodford Computer Solutions, Versailles, KY (January 2000-2002)

Next Century Technologies., Lexington, KY (January 2003-August 2006, October 2009-current)

Independent computer consultant specializing in small business solutions for businesses throughout the state of Kentucky

- Manage thriving business and maintain staff of two full-time and one part-time person
- Developed company handbook
- Project manager over several projects that exceeded \$40k
- Steady increase in sales since 2009, reached \$300k in 2014
- GFI, Cisco, Dell, Office365 and Faronics reseller
- Resell and maintain Nortel phone systems
- Setup my own offsite backup solution and offer the service to clients for monthly fee
- Setup and maintain company website in Joomla! (www.ky-consultant.com)
- Maintain monthly support agreements with clients,
- Maintain my own books and manage taxes via Quickbooks for twelve years until employees were hired
- Self-studied Cisco VOIP and IOS, Joomla!, Artisteer, MS Sharepoint, Quickbooks, and Nortel phone systems
- Ongoing self-study and working in HIPAA and bank compliance
- Setup Autotask time and customer management system for tracking billable time and transferring it to Quickbooks
- Handle all purchasing of hardware and software for resale
- System design and setup for small business computer networks
- Troubleshoot all aspects of computer networks
- Resell cloud-based spam filtering services to clients
- Over 25 regular clients and many occasional clients
- Over 99% collection rate on invoices

#### Special projects:

- Hired to replace a bank network admin and was given 12 hours to learn the network and secure its 60 computers, 17 file servers and five locations. Worked with another consultant and bank staff to complete job in 10 hours.
- Install 55 handset Cisco VOIP system at new surgery center building in Louisville one week and then coordinating the
  moving of all their computers, printers and servers across Louisville starting on Friday with the center opening Monday.
  Assisted by two contractors and one of my network engineers. Learned Friday that phone system was down due to work
  done on it by corporate IT, but despite setbacks center opened on Monday with few issues and working phones.
- Had to fire contractor hired for \$30k cabling job—majority of work done by myself and staff
- Upgraded bank client's five 2003 servers to a VMWare Server 2008 environment running on two host computers
- Upgraded engineer firm's two 2003 servers to VMWare Server 2012 environment running on one host computer
- Build Sharepoint site for state-wide client, and securely manage the 25 desktops that use it

#### **Network Engineer**

Data Solutions, Inc., Lexington, KY

August 2006—October 2009

Took my client base to Data Solutions when my child was born. Continued supporting clients through this period as an employee of Data Solutions.

#### **Network Engineer**

NetSource, Inc., Lexington, KY

*April 1999 - November 2000* 

Troubleshooted client issues involving Novell and NT networks, printing, hardware and software.

- Managed a dozen small business client accounts, both Netware and NT environments
- Client training in NDS and file system management, as well as tape backup and anti-virus software
- DSL and ISDN installations for Internet access

#### **Senior Network Coordinator**

Area Bancshares Corp., Lexington, KY

April 1998 - April 1999

Managed local area networks within 25 banks throughout central and eastern Kentucky totalling 26 Netware 4.11 file servers, and 300 workstations; coordinated and assigned work to vendors for banks in this region

- Primary NDS tree administrator for the entire holding company (75+ banks)
- · Responsible for computer equipment during bank moves, buy-outs, expansions and grand-openings
- Developed diagrams and inventories of the banks' computer rooms

#### Special Projects

Planned and implemented Y2K compliance conversions for the 25 banks in my region.

#### **Freelance Computer Consultant**

Administrative Services Group, Inc., Tates Creek Animal Hospital, St. John's Episcopal Church November 1997 - 2000.

#### **Local Area Network Administrator**

Acordia of Lexington/Anthem, Inc., Lexington, KY

March 1995 - April 1998

Primary support for a Novell 3.12/4.11 network consisting of 2 file servers, 180+ users, and 20 printers.

#### Special Projects

- Decentralized Acordia's critical network resources and built redundancy to reduce downtime; this included moving some network applications to the desktop, placing network applications on multiple file servers, and removing the router role from the Netware servers
- Totally redesigned backup system for servers; implemented a dedicated backup server
- Implemented TCP/IP on file servers and workstations; set up DHCP and DNS to facilitate management
- Designed and wrote an inventory system and helpdesk system in FoxPro
- Installed new CC:Mail postoffice and wrote batch files to automate maintenance at night
- Planned and implemented a helpdesk for the Lexington office

#### **Computer Systems Analyst**

Serv-Air, Inc., Lexington, KY

May 1993 - April 1995

Worked with the networking staff of the MIS department to manage and maintain a wide-area network consisting of 400 IBM-compatible workstations, 12 Novell file servers, and numerous printers.

#### **LAN Support Specialist**

COMSIS Corp., Lexington, KY

January 1992 - May 1993

Worked for COMSIS as a contractor for the Office of Surface Mining. Responsible for the management and maintenance of a Novell network consisting of one file server, 30 workstations, and 10 printers.

#### **Student Computer Lab Support**

University of Kentucky, various departments August 1987 - January 1992

#### REFERENCES

Available upon request

# The Property of the Aniversity Senate and Upon recommendation of the University Senate and approval of the Board of Trustees, the President of the University of Kentucky confers on

Tracy Lynn Gust

the degree of

Bachelor of Science

this fourteenth day of December, 1990

Chairman, Board of Trustees

Acting Dean of College

Hniversity Registrar



## Cisco Certifications

# Tracy Hardin

HAS SUCCESSFULLY COMPLETED THE CISCO CERTIFICATION REQUIREMENTS AND IS RECOGNIZED AS A

# Cisco Certified Entry Networking Technician



CERTIFICATION DATE March 11, 2014

Cisco ID No. CSCO12103110

VALID THROUGH March 11, 2017

Validate this certificate's authenticity at www.cisco.com/go/verifycertificate
Certificate Verification No. 417144172417INUF John J. Chambers Chairman and CEO Cisco Systems, Inc.

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STEVEN L. BESHEAR GOVERNOR



#### LORI H. FLANERY

SECRETARY
FINANCE AND ADMINISTRATION CABINET

# MWBE MINO

## MINORITY & WOMEN BUSINESS ENTERPRISE

This certificate acknowledges that

# Next Century Technologies, LLC

has been certified as a Women Business Enterprise by the Commonwealth of Kentucky.

STEVEN L. BESHEAR GOVERNOR

Expiration: December 30, 2017



## **Affirmative Action Plan**

April 22, 2016

Next Century Technologies, LLC 3167 Custer Dr, Ste 101 Lexington, KY 4051

#### **AFFIRMATIVE ACTION PLAN**



### **Next Century Technologies Organization**

Total Employees: 4

#### Administration

President, WF

Total: 1

#### Clerical

Office Manager, WF

Total: 1

#### Technical

Total: 2

2WM\*

<sup>\*</sup>Note: Numbers include employee that has submitted 2 week notice



## **Workforce Analysis**

	Department: Admin				Males					Females						
Job Title	Wage Rate	EEO-1 Category	Job Group	Total Employees	Total	White	Black/AA	Asian/Pl	American Indian/AN	Hispanic	Total	White	Black/AA	Asian/Pl	American Indian/AN	Hispanic
President	President S 1 1 1			1							1	1				
Department Total 1									1	1						

	Department: Clerical				Males					Females						
Job Title	Wage Rate	EEO-1 Category	Job Group	Total Employees	Total	White	Black/AA	Asian/Pl	American Indian/AN	Hispanic	Total	White	Black/AA	Asian/Pl	American Indian/AN	Hispanic
Office Mgr	Н	2	2	1							1	1				
Department Total 1									1	1						

	Department: Technical				Males					Females						
Job Title	Wage Rate	EEO-1 Category	Job Group	Total Employees	Total	White	Black/AA	Asian/Pl	American Indian/AN	Hispanic	Total	White	Black/AA	Asian/Pl	American Indian/AN	Hispanic
Network Engineer	Н	3	3	2	2	2										
Department Total 2			2	2												

Wage Rate : H-Hourly, S-Salary



## **Job Group Analysis:**

## **Listing of Job Titles**

Job Titles	Job Group Number	EEO-1 Category
President	1	Exec/Senior Officers & Mgrs
Office Manager	2	Administrative Support Workers
Network Engineer	3	Professionals

## **Utilization Analysis:**

### **Placement of Incumbents in Job Groups**

Job Group	Total No. of	No. of Females	Female	No. of	Minority
	Incumbents		Incumbency	Minorities	Incumbency %
1	1	1	100%	0	0%
2	1	1	100%	0	0%
3	2	0	0%	0	0%



## **Utilization Analysis:**

## **Determining Availability**

Job Group: 2	Raw St	atistics	Value Weight	Weighted	Statistics	Source of Statistics	Reason for Weighting
	Minority	Female		Minority	Female		
Percentage of minorities or	6%	91%	100%	6%	91%	US Census	
women with requisite skills						Bureau for	
in the reasonable						Lex-Fayette	
recruitment area						area 2010	
Percentage of minorities or	0%	0%	0%	0%	0%		Size of organization and
women among those							distinct job requirements
promotable, transferable,							results in zero transfers
and trainable within the							and/or cross-training
contractor's organization							opportunities
Totals:			100%				

## **Determining Availability**

Job Group: 3	Raw St	atistics	Value Weight	Weighted	Statistics	Source of Statistics	Reason for Weighting
	Minority	Female		Minority	Female		
Percentage of minorities or	11%	26%	100%	10%	26%	US Census	
women with requisite skills						Bureau for	
in the reasonable						Lex-Fayette	
recruitment area						area 2010	
Percentage of minorities or	0%	0%	0%	0%	0%		Size of organization and
women among those							distinct job requirements
promotable, transferable,							results in zero transfers
and trainable within the							and/or cross-training
contractor's organization							opportunities
Totals:			100%				



## **Utilization Analysis:**

# Comparing Incumbency to Availability and Establishing Placement Goals

Job Group	Female	Female	Establish	If Yes, Goal	Minority	Minority	Establish	If Yes, Goal
	Incumbency	Availability %	Goal? Yes/No	for Females	Incumbency	Availability %	Goal? Yes/No	for Minorities
	%				%			
2	100	91%	Yes	100%	0	6%	No	
3	0	26%	Yes	50%	0	10%	No	



#### **Designation of Responsibility for Implementation**

#### Responsibilities of the Equal Employment Opportunity Manager

The Personnel Manager has the responsibility for designing and ensuring the effective implementation Next Century Technologies' (NCT) Affirmative Action Program (AAP). These responsibilities include, but are not limited to, the following:

- Developing Equal Employment Opportunity (EEO) policy statements, affirmative action programs and internal and external communication procedures
- Assisting in the identification of AAP/EEO problem areas
- Assisting management in arriving at effective solutions to AAP/EEO problems
- Designing and implementing an internal audit and reporting system that:
  - 1. Measures the effectiveness of NCT's program
  - 2. Determines the degree to which AAP goals and objectives are met
  - 3. Identifies the need for remedial action
- Auditing the contents of the company's bulletin board to ensure compliance information is posted and up-to-date
- Serving as liaison between NCT and enforcement agencies

#### Responsibilities of Managers and Supervisors

It is the responsibility of the President to implement NCT's AAP. These responsibilities include, but are not limited to:

- Assisting in the identification of problem areas, formulating solutions, and establishing departmental goals and objectives when necessary
- Reviewing the qualifications of all applicants and employees to ensure qualified individuals are treated in a nondiscriminatory manner when hiring, promotion, transfer, and termination actions occur
- Reviewing the job performance of each employee to assess whether personnel actions are justified based on the employee's performance of his or her duties and responsibilities



#### **Identification of Problem Areas**

Areas of Concern	Corrective Actions
Underutilization of minorities and women in Job Group 3 where external hiring opportunities occur. Low applicant rate for minorities and females results in inadequate recruitment.	<ul> <li>Utilize existing networking contacts of desire to hire minorities and women</li> <li>Utilize FaceBook and LinkedIn for new job openings, and also include equal opportunity statement</li> <li>Collect referrals of applicants anytime, and notify these potential applicants when openings arise</li> </ul>



#### **Action-Oriented Programs**

NCT has instituted action programs to eliminate identified problem areas and to help achieve specific affirmative action goals. These programs include:

- Conducting annual analyses of job descriptions to ensure they accurately reflect job functions
- Reviewing job descriptions by department and job title using job performance criteria
- Making job descriptions available to social media and on CareerBuilder

Evaluating the total selection process to ensure freedom from bias through:

- Reviewing job applications and other pre-employment forms to ensure information requested is jobrelated
- Evaluating selection methods that may have a disparate impact to ensure that they are job-related and consistent with business necessity
- Training in EEO for management

Using techniques to improve recruitment and increase the flow of minority and female applicants. NCT presently undertakes the following actions:

- Include the phrase "Equal Opportunity/Affirmative Action Employer" in all online advertisements
- Place help wanted advertisement, when appropriate, in local minority news media and women's interest media
- Disseminate information on job opportunities to organizations representing minorities, women and employment development agencies when job opportunities occur
- Encourage all employees to refer qualified applicants
- Ensuring that all employees are given equal opportunity for promotion. This is achieved by:
  - 1) Discussing promotional opportunities
  - 2) Offering counseling to assist employees in identifying promotional opportunities, training and educational programs to enhance promotions



#### **Internal Audit and Reporting System**

The President has the responsibility for developing and preparing the formal documents of the AAP. The President is responsible for the effective implementation of the AAP. NCT's audit and reporting system is designed to:

- Measure the effectiveness of the AAP/EEO program
- Document personnel activities
- Identify problem areas where remedial action is needed
- Determine the degree to which NCT's AAP goals and objectives have been obtained

The following personnel activities are reviewed to ensure nondiscrimination and equal employment opportunity for all individuals without regard to their race, color, sex, sexual orientation, gender identity, religion, or national origin:

- Recruitment, advertising, and job application procedures
- Hiring, promotion, and upgrading
- Rates of pay and any other forms of compensation including fringe benefits
- Job assignments, job classifications, and job descriptions
- Sick leave, leaves or absence, or any other leave
- Training, apprenticeships, attendance at professional meetings and conferences
- Any other term, condition, or privilege of employment

The following documents are maintained as a component of NCT's internal audit process:

- An applicant flow log showing the name, race, sex, date of application, job title, interview status and the action taken for all individuals applying for job opportunities
- Summary data of external job offers and hires, promotions, resignations, terminations, and layoffs by job group and by sex and minority group identification
- Summary data of applicant flow by identifying, at least, total applicants, total minority applicants, and total female applicants for each position
- Maintenance of employment applications (not to exceed one year)
- Records pertaining to NCT's compensation system



## Support Data: Personnel Activity since 2012

OFCCP Category: Network Engineers Job Group: 3	External Hires		External	Applicants	Promotions – Into Job Group		
	MALES	FEMALES	MALES	FEMALES	MALES	FEMALES	
White	5		12				
Black/African American			2				
Asian/Pacific Islander							
American Indian/Alaskan							
Native							
Hispanic							
Unknown			154	3			
Total Each:	5						

OFCCP Category: Network Engineers Job Group: 3	Voluntary Terminations & Retirements		Involuntary Terminations		
	MALES	FEMALES	MALES	FEMALES	
White	2		2		
Black/African American					
Asian/Pacific Islander					
American Indian/Alaskan					
Native					
Hispanic					
Unknown					
Total Each:	2		2		



## **Support Data:**

## **Applicant Flow Log 2016**

NAME	RACE/ETHNICITY	SEX	DATE OF APPLICATION	JOB TITLE: Network Engineer	INTERVIEW (Y/N)	ACTION TAKEN & DATE
Curt Bolin	White?	M		Network Engineer	(1714)	4/18/16 Phone Interview
	whiter	IVI	4/14			4/18/16 Phone interview
Lawrence Rayburn			4/22			
Toquoto Richardson			4/18			
Charles Douglas			4/17			
Starr Meyers		F?	4/22			
Chad Rose			4/20			
Dwight Royce	White?	М	4/20			4/25/16 Phone Interview
Michael Menor			4/23			
Dennis Beasley			4/20			
Lucas Maupin			4/19			
Katherine Miller		F	4/25			
Murali Tanneeru			4/25			
Oluwole Oso			4/25			



## Support Data Analysis of Affirmative Action Program Progress: 2016

JOB GROUP		GOAL PLACEMENT RATE %	ACTUAL PLACEMENT RATE %	ANALYSIS OF GOOD FAITH EFFORTS
3	MINORITY	0		
3	FEMALE	50	In progress	



#### **Guidelines on Discrimination Because of Religion or National Origin**

It is the policy of NCT to take affirmative action to insure that applicants are employed, without regard to their religion or national origin. Such action includes, but is not limited to the following employment practices: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training.

Employment practices have been reviewed to determine whether members of the various religions and/or ethnic groups are receiving fair consideration for job opportunities.

#### Efforts include:

- The policy concerning NCT's obligation to provide equal employment opportunity without regard to religion or national origin is communicated to all employees via employee handbooks, policy statement and the Affirmative Action Program.
- Employees are informed at least annually of NCT's commitment to equal employment opportunity for all persons, without regard to religion or national origin.
- Recruiting sources, if required, will be informed of our commitment to provide equal employment opportunity without regard to religion or national origin.
- Ethnic and religious media may be used for employment advertising.

Reasonable accommodations to the religious observances and practices of employees or prospective employees will be made, unless doing so would result in undue hardship. In determining whether undue hardship exists, factors such as the cost to the company and the impact on the rights of other employees would be considered.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/27/2016

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

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

certificate holder in lieu of such endorsement(s).												,	
PRO	DUCER	Haritana Ingunana Agama, Ing				CONTACT NAME:							
Heritage Insurance Agency, Inc						PHONE (A/C, No, Ext): 859-219-1122 FAX (A/C, No): 859-223-4166						4166	
3306 Clays Mill Rd					I E-MAIL haritag ainau ranga @haritag ainau rangala ( aam								
		Suite 106				Abbress.							
		Lexington, KY 40503				INSURER(S) AFFORDING COVERAGE  INCLUDED A . HARTFORD ACCIDENT & INDEMNITY CO						22357	
						INSURER A: HARTFORD ACCIDENT & INDEMINITY CO						22331	
l .		Next Century Technologies LLC					INSURER B:						
		3167 Custer Dr Ste 101			INSU		INSURER C:						
						INSURER D:							
Lexington, KY 40517						INSURER E :							
			l			INSURER F:							
CO	VERA	GES CER	TIFIC	CATE	NUMBER:	REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.													
INSR		TYPE OF INSURANCE	ADDL SUBR			POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) LIMITS							
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									DAMAGE TO RENTE	ED	\$		
		CLAIMS-MADE OCCUR							PREMISES (Ea occu		\$		
	-								MED EXP (Any one p	,	\$		
	<u> </u>								PERSONAL & ADV II	NJURY	\$		
	GEN'L	AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREG	ATE	\$		
	P	OLICY PRO- JECT LOC							PRODUCTS - COMP	P/OP AGG	\$		
	0	THER:									\$		
Α	AUTON	MOBILE LIABILITY			33UECAS8160		12/23/2015	12/23/2016	COMBINED SINGLE (Ea accident)	LIMIT	\$	1,000,000	
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	A A	LL OWNED SCHEDULED UTOS AUTOS							BODILY INJURY (Per	accident)	\$		
		NON-OWNED AUTOS AUTOS							PROPERTY DAMAG (Per accident)	iΕ	\$		
		7,6,00							(· · · · · · · · · · · · · · · · · · ·		\$		
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		ERS COMPENSATION							PER STATUTE	OTH-	Ψ		
		MPLOYERS' LIABILITY Y/N								ËR			
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		N/A						E.L. EACH ACCIDEN		\$			
	(Mandatory in NH)  If yes, describe under								E.L. DISEASE - EA E		\$		
	DÉSCR	IPTION OF OPERATIONS below							E.L. DISEASE - POL	ICY LIMIT	\$		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)													
C	DTICIO	ATE HOLDED			CANCELLATION								
CERTIFICATE HOLDER							CANCELLATION						
LFUCG Division of Central Processing 200 E Main St Lexington, KY 40507						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Authorized Representative							



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/27/2016

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PRODUCER Michael Cunningham PHONE (A/C, No, Ext): E-MAIL Carroll & Stone Insurance FAX (AC, No): (606) 276-0266 4384 Clearwater Way, Ste. 200 Lexington, KY 40515 E-MAIL ADDRESS: michael@carrollandstone.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Travelers Insurance 25674 INSURED INSURER B : INSURER C : **Next Century Technologies** 3167 Custer Dr, Ste 101 INSURER D : Lexington, KY 40517 INSURER E : INSURER F : COVERAGES **CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS, ADDL SUBR TYPE OF INSURANCE POLICY NUMBER LIMITS X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE 1.000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 11/11/2015 11/11/2016 680-4G550909 X 2,000,000 **Business Owners** MED EXP (Any one person) 5,000 X Professional Liab. PERSONAL & ADV INJURY 1,000,000 \$ GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE \$ POLICY LOC PRODUCTS - COMP/OP AGG 1,000,000 Prof.Liability OTHER: 2 1.000.000 COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** BODILY INJURY (Per person) ANY AUTO \$ ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) HIRED AUTOS 8 AUTOS 8 UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ EXCESS LIAB CLAIMS-MADE AGGREGATE \$ DED RETENTION \$ \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? IFUB-4G55308-2-15 11/11/2015 11/11/2016 s 500,000 E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$ 500,000 (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) LFUCG is listed as Additional Insured with respect to General Liability. 30 Notice of Cancellation CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **LFUCG** 200 E. Main Street Lexington, KY **AUTHORIZED REPRESENTATIVE** 



Steven L. Beshear Governor Frankfort, Kentucky 40622 www.transportation.ky.gov/

January 7, 2015

Michael W. Hancock, P.E. Secretary

Tracy Hardin, President NEXT CENTURY TECHNOLOGIES, LLC 3167 Custer Drive, Suite 101 Lexington, KY 40517

Subject: DBE Certification

Dear Mrs. Hardin:

The Kentucky Transportation Cabinet's DBE Certification Committee, has determined that **NEXT CENTURY TECHNOLOGIES, LLC** meets the eligibility requirements of a minority-owned Disadvantaged Business Enterprise (DBE) and has been certified pursuant to 49 CFR Part 26.

As a result, NEXT CENTURY TECHNOLOGIES, LLC is DBE certified to perform the below NAICS codes, which include the following items of work:

NAICS code(s) for which DBE status is recognized: 541512, 541513, 541519

**Items of Work:** IT consulting, computer networking, virtualization, Cisco, HIPPA & PCI Compliance, off-site backups, cabling, phones and 3-D printing

Absent a finding of regulatory non-compliance, a change in the majority ownership and/or control, or a successful third party challenge, this certification will be eligible for review on January 30, 2018. Please note the following:

- Unless this firm is a sole proprietorship, it must be registered with the Kentucky Secretary of State's Office in order to do business in Kentucky;
- This firm is required to notify the Office for Civil Rights and Small Business Development (OCRSBD), in writing, of a change in address, any changes made in the ownership and control of this firm, or any other material changes within thirty (30) days of occurrence (49 CFR §26.83(i)(3));
- In accordance with 49 CFR §26.83(j), this firm will be required to submit the following documentation each year by December 30 to determine whether it continues to meet the standards of 49 CFR Part 26:
  - ➤ No Change Affidavit completed with the gross receipts average taken from the prior 3-years of income tax returns. The Affidavit must be signed and notarized;
  - ➤ If applicable, a current Personal Net Worth Statement completed, signed and notarized;
  - > Complete previous year business federal income taxes signed by firm owner(s);
  - > Previous Year Balance Sheet signed by an authorized official of the firm; and
  - ➤ Firm's NAICS Business Codes



At this time, the OCRSBD would like to announce that the Kentucky Transportation Cabinet is offering reciprocal Small Business Enterprise (SBE) certification to certified DBE firms for participation in the Small Business element of the Cabinet's DBE Program. As a currently certified DBE, you and your firm already meet the Small Business Enterprise (SBE) certification standards by having a personal net worth of less than \$1.32 million (see 49 CFR 26) and meeting the definitions specified in Section 3 of the Small Business Act and the Small Business Administration regulations implementing it (13 CFR Part 121).

The Cabinet will set a goal on all FHWA-assisted transportation projects of two million dollars (\$2,000,000) or more for participation by small businesses. This small business goal is in addition to the DBE contract goals, which may be required pursuant to applicable law or policy.

SBE certification is for a three-year period. At the three-year review date, the SBE will be required to submit an updated application for continued eligibility. However, while certified as both a DBE and SBE firm, your annual review dates for both programs will correlate with one another. Therefore, you will not have two individual review dates, and will only have to send in annual review information once per year on behalf of both certifications.

If as a certified DBE you would like to receive reciprocal certification with the SBE Program, simply complete the enclosed affidavit and return to:

Office for Civil Rights and Small Business Development Small Business Development Branch 200 Mero St, 6<sup>th</sup> Floor West Frankfort, KY 40622

Should you have any questions regarding your certification, please feel free to contact this office at (502) 564-3601 or 1-800-928-3079.

Sincerely,

Tony Youssefi

DBE Branch Manager

Small Business Development Branch

MRT/TY

**Enclosures**