

Response To

RFP #5-2021

Information Technology Consulting and Technical Services



Lexington-Fayette Urban County Government

Submitted By:
[s]Cube Inc.
1462 Erie Boulevard, C101
Schenectady NY 12305
March 30, 2021

Table of Contents

| | |
|--------------------------------------|----|
| COVER LETTER..... | 3 |
| EXECUTIVE SUMMARY | 4 |
| TECHNOLOGY ASSESSMENT..... | 9 |
| SUPPORT SERVICES | 11 |
| SOFTWARE DEVELOPMENT | 13 |
| CONSULTING | 14 |
| COST OF SERVICES | 18 |
| COMPANY INFORMATION | 21 |
| ADDITIONAL INFORMATION | 27 |
| REQUIRED FORMS..... | 32 |
| Affidavit | 33 |
| Equal Opportunity Agreement | 35 |
| Workforce Analysis | 36 |
| MWDBE Participation | 37 |
| MWDBE Quote Summary | 38 |
| Statement of Good Faith Efforts..... | 39 |
| General Provisions..... | 41 |
| Firm Submitting Proposal | 45 |

COVER LETTER

March 30, 2021

Dear Evaluation Committee,

sCube Inc. (“[s]Cube”) is pleased to submit our response to the Lexington-Fayette Urban County Government (“LFUCG”) for RFP #5-2021 Information Technology Consulting and Technical Services.

[s]Cube is proposing to provide IT services for all of your Accela related needs including high level consulting, SOW-based projects, staff augmentation roles and on-going as needed technical support.

[s]Cube is a current Vendor to LFUCG providing consulting and technical services in support of your Accela system. We have been working with LFUCG since the initial implementation of Accela and know your environment very well.

[s]Cube is an Accela Certified Services Partner, Gold level, and is qualified to prime Accela projects. [s]Cube brings strong domain expertise and deep technical knowledge of the Accela Civic Platform, along with large agency implementation experience, to lead projects to a successful completion. Most of our Consultants assigned to Accela projects are Accela Certified Implementation Professionals and many are former Accela employees.

Your main point of contact for this proposal is:

Julie Endres, Vice President - Business Development
248-302-3027, julie.endres@scubeenterprise.com

[s]Cube is committed to providing superior implementation and technical support services, for the current and future needs of your organization. We will work closely with your staff to optimize Accela’s portfolio of software, best practices, and customer experience to enable you to get the most return on your investment and improve your services to your constituents.

We appreciate the opportunity and look forward to working with you.

Sincerely,



Haileab Samuel
Chief Executive Officer
877-437-2823, ext. 1001
haileab.samuel@scubeenterprise.com

EXECUTIVE SUMMARY

[s]Cube is a technology services company specializing in the implementation of enterprise COTS applications. We are an Accela Certified Services Partner, Gold level. Since our founding in July of 2015, we have made a significant impact as an Accela Partner, supplying services to over 75 agencies, including 32 agencies serving populations of over 300K, up to 28M.

[s]Cube prides itself on our reputation as a top Accela implementation partner with a track record of successful projects. **Two of our Clients, the State of Texas, Department of Transportation, and San Bernardino County, won awards for their systems**, in collaboration with Accela and [s]Cube.

Our strong executive management, project management processes and experienced staff of Accela Certified Implementation Professionals are the reasons for our success. Our skills include both the functional and technical aspects of Accela implementations. On the functional side, we provide high level consulting on the various ways to accomplish your goals using Accela and configure the system. On the Technical side, we are the Partner sought out by Clients and other Partners to develop interfaces and payment adaptors, complex Scripts and Reports, perform Data Migrations, and provide on-going technical support for configured and developed items.

[s]Cube was instrumental in the initial implementation of Accela at LFUCG and have worked with you since then. We are very familiar with your system. Multiple projects have been completed including:

- Land Management – Building, Planning, and Engineering Division
 - Configuration
 - Report Development
 - Data Conversions
 - Development of 3 Interfaces
 - Registration process fixes
 - Scripting
 - API Assistance
- Waste Management:
 - Project Management
 - Business Analysis and requirements documentation
 - Configuration/Scripting
 - Data Conversion and Migration
 - Reports, Forms, Form Letters
 - Quality Assurance and Testing

"[s]Cube was instrumental in getting our Accela system implemented. I have great faith in them".

Kevin Wente
Admin Officer Sr.
Planning, Preservation & Development
LFUCG

Additional Client engagements include:

Pasco County, FL

Multiple Accela projects have been completed including implementations of Land Development Services, Code Enforcement, Residential New, Electronic Plan Review (in conjunction with ePermitHub), and more. [s]Cube performed all aspects of the implementations including:

- Project Management
- Business Analysis / Gap Analysis
- Configuration
- Workflow Automation Scripting
- Payment Adapter Development
- Interface Development
- Data Conversion and Migration
- Report Development
- Quality Assurance and Testing
- Training
- Technical Support

"You guys have gone above and beyond responding to us and holding us by the hand, every step of the way. Your customer service it's flawless."

"They have been a delight to work with. Their team is always available and willing to help. All requests, questions, inquiries, etc. are responded to in a quick manner. I would highly recommend them."

Esther Oluyemi
Building Official
Pasco County, FL

Fort Worth, TX

Projects Completed:

- Improvements to existing Accela system to consolidate Community Facilities Agreement, Infrastructure Plan Review Center, and Construction Project Lifecycles.
Tasks included:
 - configuration of templates and workflows,
 - automation scripts and report development,
 - updating and streamlining of fee calculations,
 - Accela Citizen Access, and
 - Data Conversion.
- Enhancements to support the new Texas Shot Clock Law requiring expedited project approvals.
- Recently signed an annual support contract

State of Michigan, Department of Licensing and Regulatory Affairs

Scope of Work: Multiple Accela licensing and permitting projects completed including:

- Complaints (Licensure)
- Complaints (Manufactured Housing)
- Code Official Registration
- Program Registration
- Elevator Permits
- Medical Marijuana licensing of Physicians and Patients/Caregivers
- Enforcement mechanism for complaints against Licensees.

"I worked with [s]Cube for several Accela projects and was very happy with their work, their attention to detail, their understanding of Accela, and their ability to meet deadlines...I would absolutely work with them again. I would recommend [s]Cube without reservation."

Barbara Kunkel
Former Deputy Director
Bureau of Construction Codes
State of Michigan

Boulder County Public Health, CO Environmental Health Department

Multiple projects completed including:

- Septic Smart program (OWTS).
- Payment Adaptor interface
- Provide on-going as needed support
- Support their current Decade EnvisionConnect EH system

"The OWTS group is so happy."

"I just feel like this is so easy that I'm missing something."

"We are kind of [s]Cube fans now."

Andrea Blackburn, IT PM

"I wanted to personally thank all of you for your fantastic input and just for being part of this huge milestone. I think everyone should be extremely proud of the product we developed. I know I am!"

Dina Reavis, IT Manager

State of Texas, Department of Transportation

This project was to implement a new Outdoor Advertising Licensing and Permitting solution. Key objectives were to:

- Improve customer service to individuals and businesses.
- Streamline administrative processes associated with issuing and regulating outdoor permits.
- Reduce costs to taxpayers through standardization, and by eliminating the need to develop and maintain multiple independent systems.

[s]Cube delivered the end-to-end implementation of this project which included the following services:

Project Management – managed the project throughout the entire implementation.

Business Analysis – analyzed “As-Is” business processes and documented them; identified gaps in current business processes; proposed efficient “To-Be” business processes; documented final processes; developed permit workflows and requirement specifications; finalized and documented.

Configuration/Scripting – configured the system based on the agreed upon “To-Be” documents, developed scripts to automate workflows, and implemented GIS and mobile.

Payment Adaptor Interface Development – designed, developed, and tested electronic payment interfaces for Texas.gov.

Data Conversion and Migration – designed and developed data conversion routines for legacy data; performed data cleansing; wrote and executed scripts to migrate data from legacy to Accela databases; performed final validation on migrated data to ensure accuracy and consistency.

Reports – developed and implemented reports using Crystal Reports and the Oracle database.

Quality Assurance and Testing – created system test strategy and test plans; designed test scenarios and test cases; tested system; supported Users during User Acceptance Testing.

Training – developed training materials and conducted training sessions with Users.

We recently received the “Technology Innovation Award” at the AASHTO/NAHBA Conference for providing an online Outdoor Advertising Licensing and Permitting solution to all of our stakeholders. The solution was developed and delivered on Accela’s Civic Platform and was implemented with the help of our implementation partner [s]Cube Inc.

Since the beginning of the project, Accela has repeatedly been proven to be the right choice to meet our business and technical expectations. [s]Cube’s strong knowledge of the Accela platform and astute understanding of our business processes, allowed us to deliver our award-winning solution with minimal disruption to our business operations.

[s]Cube has been a great strategic implementation partner and we are extremely happy for their help and guidance throughout the project. We will look forward to working with [s]Cube in the future on other projects as well!

*-Wendy Knox
Outdoor Advertising Regulatory
Program Supervisor
TxDOT Right of Way Division*

San Bernardino County, California

This NACO Award winning system includes the implementation of Accela Land Management, Licensing and Case Management, Accela Citizen Access, Accela GIS and Accela Mobile Office.



The project included the following departments:

- Information Services Department - Finance
- Information Services Department - Development Services
- Assessor-Recorder-County Clerk
- Clerk of the Board
- County Council
- County Fire
- Department of Public Works
- Economic Development Agency
- Environmental Health Services
- Information Services Department
- Land Use Services

Partnering with Accela, Inc., [s]Cube performed as the Lead Consultant throughout the project. This included:

- Leading To-Be Analysis sessions and creating To-Be Analysis documents
- Configuring Accela Automation
- Workflow automation scripting
- Data Conversion
- Interface development
- Reports and Email notifications
- GIS
- Accela Citizen Access
- Electronic Document Review
- Support for UAT
- Deployment

TECHNOLOGY ASSESSMENT

Attachment A

| Technology | Experience | Comments |
|--|-----------------------------|---|
| Microsoft Windows Server (2012, 2016) and the latest generally available release (currently Windows Server Version 2019) | | |
| Microsoft Windows 8, 10 Desktop | | |
| Microsoft 365, Architecture and Design | | |
| Microsoft PowerShell | | |
| Microsoft Active Directory | | |
| Microsoft Exchange 2016, 2019 | | |
| AIX versions 5.x, 6.x, 7.x, 8.x, 9.x | | |
| Linux – Various Distributions | | |
| IBM i Operating System | | |
| IBM i5/OS2 Operating System | | |
| Internet Information Server (IIS) | | |
| F5 BigIP | | |
| VMware VirtualCenter | | |
| VMware ESXi | | |
| Microsoft Access | | |
| Microsoft SQL Server (2012 – 2019) | | |
| IBM DB/2 Database | | |
| SharePoint Services (on premise and cloud) | | |
| Microsoft .NET Framework 3+ | Ave 7 yrs, 1 Consultant | Interfaces with Accela are developed in .net |
| ESRI ArcGIS Enterprise (10.8.1 +) | | |
| ESRI ArcGIS Desktop – ArcMap (10.8.1 +) | | |
| ESRI ArcGIS Desktop – ArcGIS Pro (2.6 +) | | |
| ESRI ArcGIS Online | | |
| ESRI ArcGIS API for JavaScript | | |
| ESRI ArcGIS API for Python | | |
| Visual Studio | | |
| VBA | | |
| Python | | |
| JavaScript | Ave 6 yrs, 3 Consultants | Automation scripts in Accela are developed using JavaScript. These 3 Consultants are capable of developing complex scripts; most of our Consultants can develop simple scripts. |
| HTML5 | | |
| C# | | |
| C++ | | |
| Ruby | | |

| Technology | Experience | Comments |
|--|--|----------|
| Ruby on Rails | | |
| Visual Basic 6.0 | | |
| ASP.NET | | |
| VB.NET | | |
| jQuery | | |
| Web Services | | |
| PHP Development | | |
| Apache HTTP Web Server | | |
| RPG Freeform | | |
| BCD Presto | | |
| ADO | | |
| Moodle | | |
| AJAX | | |
| Node.js | | |
| Chef, Puppet, Troposphere | | |
| Amazon Web Services (AWS) Architecture | | |
| Amazon Web Services (AWS) DevOps | | |
| Microsoft Azure Architecture | | |
| Microsoft Azure DevOps | | |
| Palo Alto Firewalls | | |
| Splunk | | |
| Extreme Networks – wired and wireless | | |
| Switching & Routing (SPBm) | | |
| Vulnerability Scanning (Nessus) | | |
| Patch Management | | |
| IBM BigFix/HCL | | |
| PeopleSoft HCM 9.2, PUM 36 and higher | | |
| PeopleSoft FSCM 9.2, PUM 37 and higher | | |
| PeopleTools 8.57.11 | | |
| Accela | Ave 4.5 years; 17 Accela Consultants | |

SUPPORT SERVICES

[s]Cube provides as-needed technical support to many Clients including LFUCG. Other current on-going support Clients include Boulder County CO, Ft. Wayne – Allen County IN, Ft. Worth TX, San Antonio TX, Hillsborough County FL, Kingston ON, and the State of Michigan, plus a number of smaller agencies.

[s]Cube is known to be very responsive to our Clients. It is part of our culture and we have built processes, controls, and technology to support this value. Each Client is assigned a support lead who is responsible for making sure all tickets are addressed promptly, identifying roadblocks, and engaging the correct [s]Cube resources to address them. Open tickets are reviewed weekly with Executive Management to ensure the process is running smoothly.

Issues are tracked in our ticketing system which the Client will have access to in order to view status, know who it is assigned to both on the [s]Cube side and the Client side (e.g., to supply add'l info or testing), and monitor trends and roadblocks.

1. Is help desk support available?

[s]Cube provides 2nd and 3rd level help desk support for your Accela system.

Support is delivered in three ways, depending on the level of severity and response required:

1. **Ticket support.** New, lower priority, routine or less impactful issues are entered as tickets into the [s]Cube ticketing system and are reviewed and responded to by the implementation team. Typically, tickets are addressed and responded to within 24 hours. Urgent issues can be escalated using email or phone.

2. **Email support.** Medium priority issues, with some impact on the business or project timelines, should be emailed to the support distribution email address. Emails are routed to the assigned support team, or implementation team during a project, and will normally be responded to within 3-4 hours of receipt, during normal business hours.

3. **Phone support.** All [s]Cube team members working on a project will be available by mobile phone during [s]Cube business hours, for call and issue escalations. Contact information for the team will be published and available to designated 2nd level Agency employees. Calls are typically answered immediately, but if not will normally be returned or acknowledged within 1 business hour.

2. When is support available throughout the week?

[s]Cube's business hours are Monday–Friday 9:00 am–5:00 pm Eastern time, excluding holidays and weekends. Extended support options are available.

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

Support issues are reviewed weekly by Management to ensure all are assigned, are being addressed and to identify any roadblocks.

All Clients have contact information for Management to escalate issues themselves. For LFUCG, Kevin Wentz knows our CEO very well.

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

Annual Support Contracts are generally billed on an Hourly basis, off of a not-to-exceed PO. All time spent on Agency issues is logged in our ticketing system and reports are included with our invoices. The Agency has access to the ticketing system as well to monitor time spent.

SOFTWARE DEVELOPMENT

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

Accela is a development platform, and technical tasks involve mostly configuration of the system. The Accela activities that could be considered software development are the development of interfaces and payment adaptors (.net) and automation scripting (JavaScript), which [s]Cube has very strong skills in. Most projects include at least 1 interface and we estimate we have developed over 50 interfaces for Clients. Almost every Accela implementation includes automation scripts and we have developed many hundreds of scripts for Clients.

Please see our General Implementation Approach as outlined in Consulting, below.

CONSULTING

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

[s]Cube has provided Project Management, Strategic Planning, Needs Assessment, Process Documentation, Requirements Gathering, and Infrastructure planning and support for Accela projects for many government agencies across the county. Most projects include these services.

For SOW-based projects, [s]Cube will employ the following methodology for Consulting and Software Development:

General Implementation Approach

At [s]Cube we pride ourselves on our implementation processes and have a long track record of successful implementations of Accela across the United States.

Our process is based on the **Agile development methodology**, and consists of building solutions in small, easily consumed chunks, rapidly, and working very closely with business teams to demonstrate and provide access to working results for user acceptance testing. We utilize "Sprints" for development, wherein specific small sets of targeted requirements are vetted, built, demonstrated, tested, and revised, all within a 3-6-week period, before moving on to the next sprint.

The process has been proven to be successful and has the primary advantage of ensuring that outcomes match business needs, that this check is performed frequently throughout the project, and that any gaps in actual vs documented requirements are closed quickly. The key is delivering small units of working software frequently to the teams who will be using it and getting feedback in incremental stages. It is imperative that client personnel and [s]Cube implementation teams work closely together in this process.

The approach requires several very brief and efficient "scrum" meetings per week to discuss ongoing issues and escalate blockers. It also means that client teams will be engaged daily in the development process and will receive intensive support and training on the fly, as the development process unfolds. This leads to excellent product knowledge by the people who will be using the solution, once it is live. The Agile development process also has built-in continuous improvement mechanisms, in the form of sprint retrospectives, to ensure challenges and issues that do occur, are fully addressed.

Within this process, we utilize a detailed ticketing system, and an "Agile Board" approach, which enables us to slice the project into small pieces, document desired outcomes clearly, build and test components, and see all of this progress in an easy to use and very visual project management system. This brings clarity and visibility to progress and blockers and provides for excellent project KPI reporting and Executive visibility as required.

We propose to use this process for your implementations. The actual number and duration of the sprints will be worked out in conjunction with your business units and prioritized based on need.

Each Sprint Phase includes events to build the software, test the software, and to train and release the software, for each corresponding department group.

Sprint “0” Kickoff, Gap Analysis and Requirements - One common element to any project, is a “Sprint 0” consultative requirements gathering session, wherein current processes are assessed, business requirements and rules are identified, and a full gap analysis is documented. This process is typically performed onsite at client facilities, however, due to COVID-19, can be performed remotely. There would be a series of meetings with each business unit, and likely some group sessions as well, with all stakeholders and with the appropriate IT, security and systems support teams. It is also essential to include administrators, users, and support teams of the systems Accela will interface with in these sessions.

Outcomes of this step include:

- ➡ Identification of all Record Types, Interfaces, and current processes for each Business Unit to be included in the project.
- ➡ Identification of CORE team members, SMEs, IT resources, Executives, and stakeholders who will be involved with the implementation and launch. Identification of signoff authority and escalation procedures.
- ➡ Training of CORE team members on Accela fundamentals
- ➡ An overall project plan, with details around order of Sprints, timing of various activities, dependencies, project checkpoints, etc.
- ➡ An agreed upon cadence of meetings for the CORE team users as well as for Executive team members

Sprints – requirements analysis and development “Sprints” typically last of 3-4 weeks. Participants in each Sprint will be logically grouped by Department. Larger departments may be split into multiple sprint groups, while smaller departments may be combined with others. These sprints typically consist of the following steps:

- ➡ Sprint kickoff meetings to bring together all SMEs and key users for the Record Types being planned.
- ➡ Review of all known requirements, and a deeper requirements session to fully gather and document final requirements for each Record type. Results will be documented in [s]Cube’s ticketing system.
- ➡ Assessment and delivery of all custom views and reports.
- ➡ Demonstration of initial working product to CORE team and SMEs.
- ➡ Feedback sessions and User Acceptance Testing of each module, and sub-module, as it is built.
- ➡ Sign off by SMEs on the inspection details.
- ➡ Sprint closeout sessions and/or retrospectives, as needed, to identify any challenges and ensure that any lessons learned are incorporated into future sprints.
- ➡ All sprint activities are tracked in [s]Cube’s Redmine ticketing system, for thorough documentation, clear status reporting and complete transparency.

Training - [s]Cube recommends training at many levels in order to execute on a successful implementation. Below are typical training sessions we deliver. Note that all sessions are recorded for future reference.

- ➔ Initial Core Team and SME introductory training.
- ➔ System Administrator training, illustrating key admin and customization options to system administrators.
- ➔ Train-the-Trainer sessions, to show inspection group Leads and Super Users how to perform inspections, troubleshoot basic issues, navigate workflows, run reports, manage alerts and communications.
- ➔ End User Training
- ➔ Ad Hoc Report Development overview

Ongoing Interface Development - performed in parallel to the Sprint work outlined above. Where this is not possible due to timing challenges, interface development testing is completed during the Final UAT phase outlined below. Weekly or bi-weekly meetings are held with interface SMEs and appropriate stakeholders to report on status, provide incremental results, and report and discuss issues and challenges. All activities are tracked in [s]Cube's Redmine ticketing system, for thorough documentation, clear status reporting and complete transparency.

Data Conversion / Migration - Review of legacy systems for data conversions requirements. [s]Cube recommends reviewing these systems with appropriate personnel to understand whether and how these systems and the data therein will or will not be required for ongoing activities. This should take 2-3 business days of consulting. In our experience, overlooking this possibility can lead to user frustration as legacy systems are either taken offline or data is rendered inaccessible over time. If these investigations uncover additional data sources than what is currently included in our proposal, experienced [s]Cube "ETL" teams can be engaged to address the issue and make appropriate project adjustments. If it is determined an additional data migration is required, a Change Order or increase in scope may be required.

User Acceptance Testing - in which all work performed to date is reviewed once again by SMEs in a pre-production go live readiness test. Again, records are reviewed for core functionality and business goals. At this time additional testing can be performed against completed interface developments for required and desired results. Issues are identified in this period, entered into tickets, and triaged daily until resolution of all critical issues is achieved, with Agency approval. Once complete the go live date specifics are clarified.

Go Live Planning and Support - Once all inspections, interfaces, analytics, reports, and delivered work is approved, a go-live is scheduled with the appropriate IT, support, SMEs, and Executive teams. This

process normally requires 1 full week for larger projects. A detailed go live document is generated which includes:

- i. Timing
- ii. Scope (tracked by ticket)
- iii. Change control implications and approvals.
- iv. Specific code release plans
- v. Backups, rollback plans
- vi. Outage notifications and requirements
- vii. Key players
- viii. Communications protocols and requirements
- ix. N days prior
- x. Day of
- xi. During the release
- xii. Post release

Go Live Support - [s]Cube will be onsite if possible, for all go live activities and will work closely with Inspection teams for an entire week to ensure a smooth launch.

Warranty Support period - [s]Cube resources will provide regular support calls with CORE team and SME's to readily report, discuss, escalate, and resolve any issues with the system implementation, for a period of 60 days following the go live period. This support is typically performed remotely but onsite visits can be scheduled should issue severity or resolution times require it. Warranty support applies to all aspects of the solution implemented including inspections processes, interfaces, reports, dashboards, mobile tools, etc.

Optional post Go-Live As-Needed Support for configured items is available, on a Time & Materials basis as an annual contract.

Optional 24x7x365 Support is available, for Tier 3 support.

COST OF SERVICES

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

| Lexington-Fayette Urban County Government | |
|--|-------------|
| FEE SCHEDULE | |
| Role | Hourly Rate |
| Accela Technical and Functional Consultant | \$ 150.00 |
| Accela Report Developer | \$ 130.00 |

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

For Staff Augmentation roles, our services are billed on an Hourly basis for all hours worked.

For SOW based projects, our services can be billed Hourly or by Deliverable/Milestone. The hourly calculator used is as in the table above.

Note: these rates are guaranteed for 1 year from RFP response submittal, until March 30, 2022.

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

Travel is billed at Cost. All travel will be pre-approved by the Client. Invoices for Travel will include copies of receipts.

4. Provide a completed copy of Attachment B.

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.

[s]Cube is proposing to provide services to support and enhance your current Accela system.

| Service | | Rate | Notes |
|-----------------------------------|---|---------------|-----------------|
| Server Application Implementation | Microsoft SharePoint Microsoft Project Server Microsoft SQL Server Microsoft Exchange Microsoft Windows VMware Virtual Center VMware ESX ESRI ArcGIS Enterprise Apache HTTP Web Server | | |
| Training | Microsoft SharePoint Microsoft Project Server Microsoft SQL Server Visual Studio Team Suite Visual Studio 2008 VMware ESRI ArcGIS (Online, Portal & Pro) ACCELA AUTOMATION | \$150.00 / hr | Accela Training |
| 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) | | |

COMPANY INFORMATION

1. Company name and address.

Legal Name: sCube, Inc. DBA: [s]Cube, Inc.
Address: 1462 Erie Boulevard, Suite C101, Schenectady, NY 12305

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

[s]Cube is an Accela Certified Services Partner, Gold level. We are also a partner with Government Brands and implement and support multiple enterprise software in their portfolio including those of Software Consulting Services and Pioneer.

3. Provide resumes for all individuals being submitted for work under this RFP, along with the following information:

While specific resources assigned to a project will depend on the project scope, specialized skills required, and availability, following question d.) are sample resumes of our Accela Consultants.

a. location of staff

Most of our Consultants are located in the Schenectady area (upstate NY), with a few located in other states.

b. hourly rate of pay

[s]Cube employees are all salaried with full benefits. The salaries vary by experience level. We do engage the services of a few staff augmentation contractors, but we are unaware of their hourly rates of pay.

c. travel and living expenses per week

[s]Cube Consultants traveled regularly for projects prior to Covid-19 and are happy to do so again as conditions improve. Throughout this pandemic we have been busier than ever, and projects have gone very well being conducted entirely remotely. This will continue to be an option and would save LFUCG in travel costs.

Travel to client sites typically occur for requirements analysis sessions, user acceptance testing support, training, and Go-Live activities, with the remainder of the work being completed remotely. As-needed technical support activities are typically completed remotely. Long-term, full-time staff augmentation engagements are rare, but should you require this we can discuss a travel plan.

Travel is billed at Cost and is pre-approved by the Client. Receipts are included with invoices. Costs vary by location but give the cost of living in your area, a week-long trip should be under \$2000.00.

d. indicate if the staff is sub---contracted or an employee

While most of our Consultants are full-time employees, however we do utilize staff augmentation contractors as needed, or where visa regulations dictate.

SUMMARY

Over 20 years with disciplines ranging from TCP/IP networks, Managed Services, SaaS, Project Management and Services Consulting. As a Services Consultant Randy has achieved Accela certifications in Land and Asset Management with a key focus on requirements gathering, documenting requirement specifications, testing, and training.

RELEVANT EXPERIENCE

[s]CUBE INC.

October 2016 – Present

Sr. Consultant

- Pasco County, FL
- Hermosa Beach, CA (2016 - 2017) Accela Civic Platform Configuration, Implementation, and Support
- Louisville, KY (2016-2017) Accela Civic Platform Record Type and Asset Analysis and Configuration

Accela, Inc.

October 2013 – August 2016

Delivery Consultant, 11/15 – 8/16

- Hermosa Beach – Configuration, Implementation, and Support, \$801,203
- Mesa, AZ - Configuration, Implementation, and Support, \$7,643
- Livermore, CA (2015) – Upgraded existing client to Accela Asset Management (Civic Platform v8.0), \$2,448.

Project Manager, 10/13 – 10/15

- Washoe County / Reno / Sparks, NV - Multiagency Installation and configuration of Accela Automation Land Management and Permitting/Licensing, \$1,446,000
- Chesapeake, VA - Installation and configuration of Accela Land Management and Permitting/Licensing, \$1,217,000
- Livermore, CA - Upgraded existing client to Accela Automation v7.3, \$804,345.

Granicus, Inc., San Francisco, CA

June 2008 – January 2013

Project Manager

- Successfully directed more than 213 new client installations
- Managed over 296 upgrades for existing clients.
- Identified issues in the deployment process to better streamline workflow.
- Maintained a client retention level at or above 97%

Served as trainer/remote installer familiarizing clients with their new software.

EDUCATION

- Project Management 108, IT - Computer, Networks, and Emerging Technologies, Ohlone College, Fremont CA
- Low Voltage Contractor's License, California State Contractor's Board, Sacramento, CA
- Head End Engineer, Fiber Optic Technician, National Cable Television Institute, Littleton, CO

SKILLS AND QUALIFICATIONS

- Accela Bronze Certified Implementation Professional
- TCP/IP Networking
- VoIP
- Analog Voice (Telecom)

SUMMARY

Over 12 years Systems Implementation experience as Project Manager, Scrum Master, and Consultant. Over 6 years of experience implementing the Accela Civic Platform.

RELEVANT EXPERIENCE

sCube, Inc.

April 2015 – Present

Project Manager – Accela projects:

- Fort Worth, TX
- Boulder County, CO
- Macomb County, MI
- Port Chester, NY
- Galveston County Health District, TX
- Arlington County, VA

Delivery Consultant – Accela projects:

- Pasco County, FL
- Suffolk County, NY
- Fairfax County, VA
- Arlington County, VA
- Tompkins County, NY
- New York Power Authority, NY
- Texas Dept of Transportation

Accela, Inc.

August 2014 – March 2015

Services Consultant

Worked on multiple projects performing configuration, QA testing, documentation, and defect management.

Autotask Corporation

July 2007 – July 2014

Implementation Manager

Managed multiple concurrent client implementations including managing Client relationships, project schedules and communications. Conducted Client and Stakeholder needs assessments, conducted training. Analyzed Client data reports.

EDUCATION

Siena College, Albany, NY, Bachelor of Science – Accounting
Accela Bronze Certified Implementation Professional
Scrum Training
ITIL Foundations

Andy Heikaus

SUMMARY

Customer service focused technology professional with 15+ years managing technical teams and highly complex data projects in municipal governance, legal, and digital forensic sectors.

RELEVANT EXPERIENCE

[s]CUBE, INC.

2018 – Present

Sr. Technical Consultant – Data Analytics Lead

Deploy civic governance software solutions with primary focus on legacy system data conversion projects.

- Migrated over one million records for a variety of municipalities running Oracle, Microsoft SQL Server, AS/400 mainframe, and other legacy platforms to new software platforms using custom developed SQL and other solutions.
- Accela Data conversions/migrations:
 - Pasco County, FL
 - Jefferson County, AL
 - Boulder County, CO
 - State of Michigan, Licensing & Regulatory Affairs Division
 - Lexington – Fayette County, KY
 - Fairfax, VA

XEROX LEGAL BUSINESS SERVICES

2007 – 2018

Director of eDiscovery Data Management Services

Held various operational roles within division that provides eDiscovery services, which consists of the identification, preservation, collection, processing, review, and production of vast amounts of electronic data used in legal proceedings. Provided ad hoc data analysis of large data sets, development and implementation of process automations, data integrity audits, network and infrastructure changes, and consulting and support for Clients.

- Designed numerous software solutions to improve productivity in analyzing multiple-terabyte relational databases.
- Developed and implemented automated reporting mechanisms to identify data integrity issues before they became issues, as well as provide metrics to various teams.
- Developed custom database index object and statistic maintenance suite to address database performance concerns.
- Implemented Agile development methodologies to reduce development and testing turn times.
- Researched and implemented emerging technologies such as phonetic audio analysis and indexing engines to allow for keyword and contextual searching.
- Responded to unique client needs such as the need to ingest COBOL data into modern, indexed, formats that allowed for legal teams to review and produce data to regulatory bodies.
- Developed custom Oracle PL/SQL, Perl, and Linux/BASH code to deliver high volumes of customized data to law firms and regulatory bodies.

SUMMARY

Experienced professional with expertise in the design, development and implementation of leading-edge technologies, systems applications, and operations, with the most recent 5 years implementing the Accela Civic Platform. Specializes in architecture and designing and developing interfaces, data migrations, and other infrastructure.

RELEVANT EXPERIENCE

[s]CUBE INC.

November 2015 to Present.

Chief Technology Officer and Principal Consultant

Responsible for Accela infrastructure including design, installation, performance tuning and routine maintenance. Lead and develop interfaces with Accela. Aid configuration teams with level 2 & 3 issues. Projects include:

- Aurora, CO
- Boulder County, CO
- Cowlitz County
- DuPage County, IL
- Ft. Wayne – Allen County, IN
- Kingston, ON
- Macomb County, MI
- Commonwealth of Massachusetts
- Pasco County, FL
- San Antonio, TX
- State of Michigan
- State of Texas

ACCELA, INC.

January 2014 to November 2015

Sr. Technical Consultant / Data and Infrastructure Lead

Responsible for all aspects of technical execution for the New York State eLicensing project, including planning/scheduling, environment setup, troubleshooting issues, data mapping and conversions, interfaces with new/existing systems, scripting, and the development of deliverables to ensure high quality, on-time delivery, and exceptional client satisfaction.

XEROX LITIGATION SERVICES

October 2005 to January 2014

Operations Systems and Support Manager

Directed two technical teams, one with responsibility for activities related to design, distribution, implementation, troubleshooting, customer care and problem resolution of various applications and systems. The other holding responsibilities for processing and manipulating mass amounts of data for high profile customers with tight deadlines.

SCANDIRECT-EDI

May 2000 to October 2005

Vice President, 6/03 – 10/05

Manager of Information Systems, 5/00 – 6/03

STATE OF NEW YORK, OFFICES OF THE ATTORNEY GENERAL

May 1999 to May 2000

Web Developer

EDUCATION

BS, COMPUTER INFORMATION SYSTEMS, College of Saint Rose, Albany, NY, 2001

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

[s]Cube was founded in July of 2015, over 5 1/2 years ago. We have been providing Accela services since the beginning.

Two of our Founders were former Accela employees, as are a number of our current employees, so our Accela experience goes back even farther than our founding.

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

As LFUCG has already implemented Accela, future services will be mostly add-on and modification work, additional reports and scripts, general debugging, and as-needed technical support. The following references are Clients we are currently providing these services for.

Fort Wayne – Allen County, IN

Kate Love-Jacobson

Permit System Coordinator

260-427-5982

Kate.love-jacobson@co.allen.in.us

Fort Worth, TX

DJ Harrell

Assistant Director

Planning & Development Division

817-392-8032

Dalton.harrell@fortworthtexas.gov

Hillsborough County, FL

Melissa Chiong

Sr. IT Service Delivery Manager

813-274-6934

ChiongM@hillsboroughcounty.org

LFUCG

Kevin Wente

Administrative Officer Sr.

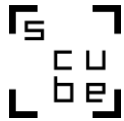
Planning, Preservation and Development

859-258-3436

kwente@lexingtonky.gov

ADDITIONAL INFORMATION

[s]Cube is willing to negotiate using LFUCG’s contract, however we have provided our Master Services Agreement (MSA) here as an option. Attached to this MSA would be a Statement of Work for each project or staff augmentation engagement.



MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made and entered into by and between **sCube, Inc.**, with offices at 1462 Erie Boulevard, Suite C101, Schenectady NY 12305-1026 (“Contractor”) and _____ with primary offices at _____ (“Client”), collectively “Party” or the “Parties”. This Agreement shall be effective on the last date set forth on the signature page (“Effective Date”).

IN CONSIDERATION OF the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PROFESSIONAL SERVICES

1.1 **Scope of Services.** Subject to the terms and conditions of this Agreement, Contractor is hereby retained by Client to provide the professional services specified in a “Statement of Work” attached hereto in subsequent Attachments and incorporated herein by reference, which services are referred to herein as the “Services”. Client may, but is not obliged to, engage Contractor to perform Services upon mutually agreed terms and conditions and by means of a written Statement of Work Attachment of this Agreement.

1.2 **Performance Standard and Warranty.** Contractor will cooperate with Client and Client’s staff in the performance of the Services. Contractor warrants and represents that the Services will be performed in a professional and timely manner and the Contractor does not have any actual or potential interests adverse to Client with reference to the subject of this Agreement. Unless otherwise specified in the Acceptance Terms in the Statement of Work Client must report any deficiencies in the Services to Contractor in writing within 30 days after such Services are performed in order to receive the warranty remedy. Client’s sole and exclusive remedy and Contractor’s entire liability for breach of this warranty will be re-performance of the deficient Services. If, for any reason, Contractor is unable or fails to correct such deficiencies, Client may terminate this Agreement as provided in Section 3.2. Contractor will bear no liability or otherwise be responsible for delays in the provision of Services, or any portions thereof, occasioned by Client’s failure to timely complete a task or adhere to its own schedule.

1.3 **Nature of Services.** All reports, documents, files, media, or other written material (“Written Work”) created, developed, or produced by Contractor in connection with the Services shall be and remain the property of Client. Contractor retains the right to use any such Written Work as templates for Services performed for other Clients. Client does not under this Agreement

acquire any ownership rights in or to any software, documentation, tools, techniques, methodologies, or other material which has not been created as part of the Services and which is proprietary to Contractor.

- 1.4 **Independent Contractor.** Contractor will determine the method, details, and means of performing the Services. At its own expense and discretion Contractor may use Employees or Subcontractors to perform the Services under this Agreement. Contractor and Client understand and intend that Contractor shall perform the Services as an independent contractor and not as an employee of Client. Nothing in this Agreement will be deemed to create an agency, partnership, or joint venture between the Parties.

2. COMPENSATION AND PAYMENT

- 2.1. **Fees and Expenses.** For the Services provided by Contractor pursuant to this Agreement, Contractor shall be compensated in accordance with the "Payment Terms" in the Statement of Work in the Attachment and incorporated herein by reference. Compensation will include reimbursement for all reasonable and necessary travel, living, and out-of-pocket expenses incurred by Contractor in providing the Services, when travel is required in order to provide the Services. Contractor will obtain Client's approval for billable travel prior to incurring any expense for such travel.
- 2.2. **Payment.** Contractor will invoice Client on a monthly basis. Client's payment terms will be in U.S. dollars and paid in full within thirty (30) days after the invoiced date.
- 2.3. **Overdue Invoices.** In addition to any other remedy available to Contractor for late payments, Client will be obligated to pay Contractor interest for fees and charges not paid within thirty (30) days after the invoice date at the compounded rate of 2% per month or the maximum allowed by law, whichever is less, calculated from the date such payment was due until the date paid. If Client elects to discontinue the Services and does not pay the outstanding fees and charges in full within thirty (30) days of such election, Client will continue to be charged interest until the balance is paid in full. Client will be responsible for any costs, including attorney's fees, incurred by Contractor in collecting any past due amounts under this Agreement.
- 2.4. **Disputed Charges.** Client will notify Contractor in writing of any charges that Client believes are improper or incorrect, within fifteen (15) days after the invoice date. If Client disputes any charge on a given invoice, Client will pay all non-disputed charges and document the disputed charges in writing to Contractor. Client will notify Contractor in writing, no later than fifteen (15) days after the invoice date, of any questions or issues relating to items billed on an invoice or all fees and charges will stand.
- 2.5. **Taxes.** Client agrees to be responsible for paying all direct or indirect federal, state, municipal or other governmental excise, sales, or similar taxes, that now or in the future may be imposed on Client, together with any penalties, interest or any additions thereto associated with the Services hereunder or arising as a result of or in connection with transactions under this Agreement, other than taxes related to Contractor's net income or property. Client shall not be responsible for paying any taxes that are not imposed on them.

3. TERM AND TERMINATION

- 3.1. **Term.** The term of this Agreement will begin on the Effective Date and will remain in full force and effect for a period of five (5) years, or until the expiration of the term of all Services, whichever comes later, unless earlier terminated as provided in this Agreement.

3.2. **Termination.** Either Party may terminate this Agreement, with or without cause, following thirty (30) days written notice to the other party. Client's termination of this Agreement will not relieve Client of its obligation to pay for any Service performed.

4. **CONFIDENTIALITY**

4.1. **Confidential Information.** Under this Agreement, "Confidential Information" refers to any and all information of a Party ("Disclosing Party") that has been disclosed to the other Party ("Receiving Party"), which is designated in writing as confidential, proprietary, or secret or under the context of its disclosure ought to be reasonably considered as confidential. Confidential Information includes, but is not limited to, all information concerning a Party's Customer Personally Identifiable Information, financial, existing business, business systems, business plans, and information systems, trade secrets, compensation, prices, and pricing information.

4.2. **Use of Confidential Information.** Each Party will comply with all laws and regulations that apply to use, transmission, storage, disclosure, or destruction of Confidential Information. Both Parties agree to hold the other Party's Confidential Information in strict confidence. Client agrees not to use Contractor's Confidential Information in any way except as expressly permitted by or required to achieve the purposes of this Agreement, and Contractor agrees to use Client's confidential Information solely for the purposes of performing the Services. Both Parties agree to use all reasonable efforts to protect unauthorized use or distribution of Confidential Information and the Receiving Party agrees to use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the Disclosing Party as the Disclosing Party uses to protect its own Confidential Information, except such disclosure or access will be permitted in order to perform the Services provided under this Agreement. Each Party agrees to ensure that its employees, agents, representatives, and contractors are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Agreement.

4.3. **Limitation of Use.** Confidential Information will not include information of the Disclosing Party which: (i) is publicly available as of the Effective Date or becomes publicly available thereafter through no fault of the Receiving Party; (ii) the Receiving Party rightfully possessed before it received such information from the Disclosing Party; (iii) is subsequently furnished to the Receiving Party by a third party without restriction on disclosure; or (iv) is required to be disclosed by law, provided that the Receiving Party will promptly notify the Disclosing Party and cooperate, at the Disclosing Party's expense, to permit the Disclosing Party to seek appropriate protective orders from the issuing court of government authority limiting disclosure or use of the Confidential Information.

4.4. **Ownership of Confidential Information.** Except as explicitly stated in this Agreement, Receiving Party is granted no license or conveyance of Disclosing Party's Confidential Information or any intellectual property rights therein. Title to the disclosing Party's Confidential Information shall remain solely with the Disclosing Party.

5. **LIABILITY AND DAMAGES**

5.1. **Limitation of Liability.** Contractor agrees to take all necessary precautions to prevent injury to any persons or damage to any property during the term of this Agreement. Client agrees the liability of Contractor, if any, on any claim for damages arising out of this Agreement shall be limited to direct damages and shall not exceed the amount which has been paid to Contractor by Client for the six (6) month period preceding the date on which the claim is based.

5.2. **Damages Waiver.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CONTRACTOR WILL NOT BE LIABLE TO CLIENT FOR CONSEQUENTIAL DAMAGES AND CONTRACTOR WILL HAVE NO LIABILITY WHATSOEVER RESULTING FROM ANY LEGAL CLAIMS AGAINST CLIENT. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO CLIENT OR ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT, LOST PROFITS, OR SIMILAR ECONOMIC LOSS OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, DIRECT, INDIRECT OR PUNATIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION INCLUDING BUT NOT LIMITED TO, ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, AND BREACH OF WARRANTY WHETHER IN CONTRACT, TORT OR OTHERWISE, IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF, OR ANY FAILURE OR DELAY IN PROVIDING THE SERVICES, HOWEVER CAUSED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. GENERAL PROVISIONS

6.1. **Governing Law.** This Agreement is governed by the laws of the state of New York and shall be governed by and construed and enforced in accordance with the laws of the state of New York. The federal and state courts located in Schenectady County, NY will have jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of forum non conveniens or otherwise.

6.2. **Force Majeure.** Neither Party is responsible for delays or failures to perform its responsibilities under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, acts of government, floods, fires, earthquakes, tornados, civil unrest, acts of terror, labor disputes, computer, telecommunications, internet service provider or hosting facility failures, delays involving hardware, software, or power systems, malicious code, denial of service threats, or inability to obtain energy; provided however, that the Party so affected will promptly resume performance as soon as reasonably practical.

6.3. **Severability.** If any provision of this Agreement is declared or found to be prohibited, unenforceable or void, the Parties will negotiate in good faith to agree upon a substitute provision that is valid, binding, and enforceable and is as nearly as possible consistent with the intention underlying the original provision. If the Parties are unable to agree upon such substitute provision, the original provision will be stricken. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.

6.4. **Insurance/Authorization.** Contractor shall carry adequate liability, property, workers' compensation, umbrella, and other insurance of a kind and in an amount generally carried by persons engaged in the same or a similar kind of business similarly situated, unless, in any case, other types of insurance or higher amounts are required by Client. Upon request, Contractor shall supply to Client a certificate of insurance evidencing the same. Contractor hereby represents, warrants, and covenants to Client that it has and/or will have and maintain all necessary permits, license, approvals, and other authorizations applicable to the performance of its obligations contemplated under this Agreement.

6.5. **Entire Agreement.** This Agreement (including any referenced Attachments, Amendments and Exhibits) constitutes the entire agreement between the Parties. No modification, amendment,

or waiver of any provision of this Agreement will be effective unless in writing and signed by both Parties hereto.

6.6. **Notices.** Any notice, request, approval, or consent between the Parties will be given in writing and will be directed as set forth below:

| | If to Client: | If to Contractor: |
|------------------|---------------|------------------------------------|
| Name | | sCube, Inc. |
| Street Address | | 1462 Erie Boulevard |
| City, State, Zip | | Schenectady NY 12305-1026 |
| Attention | | Haileab Samuel, CEO |
| Email | | haileab.samuel@scubeenterprise.com |

6.7. **Waiver.** No delay or failure by either Party to exercise any right or power under this Agreement will constitute a waiver of that right. A waiver by any Party of any of the covenants, conditions, or agreements to be performed by the other Party or any breach thereof will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained. No change, waiver, or discharge hereof will be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the Effective Date.

<CLIENT>

sCUBE, INC.

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

REQUIRED FORMS

1. Affidavit
2. Equal Opportunity Analysis
3. Workforce Analysis
4. MWDBE Participation
5. MWDBE Quote Summary
6. Statement of Good Faith Efforts
7. General Provisions
8. Firm Submitting Proposal

Affidavit

NOTE: PER THE Q&A THIS DOES NOT NEED TO BE NOTARIZED UNTIL WE ARE SELECTED.

AFFIDAVIT

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

1. His/her name is Julie Endres, and he/she is the individual submitting the proposal or is the authorized representative of sCube, 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.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

Equal Opportunity Agreement

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:

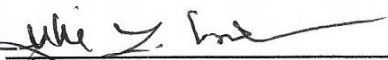
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

sCube, inc.

Name of Business

Workforce Analysis

WORKFORCE ANALYSIS FORM

Name of Organization: sCube, 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 | 6 | 4 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 1 |
| Professionals | 24 | 18 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 22 | 2 |
| Superintendents | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Supervisors | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Foremen | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Technicians | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Protective Service | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Para-Professionals | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Office/Clerical | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Skilled Craft | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Service/Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total: | 30 | 22 | 1 | 0 | 0 | 2 | 0 | 0 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 27 | 3 |

Prepared by: Julie Endres, VP – Business Development

(Name and Title)

Date: 03 / 29 / 21

Revised 2015-Dec-15

MWDBE Participation

As there is no specific project at this point, we have not spoken to any MWDBE firm to partner with us. We do, however have relationships with MWDBE firms we can reach out to to participate in any projects we are awarded. We currently have 1 staff augmentation Consultant working on projects for other Clients who is from an MWDBE firm we work with.



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 5-2021

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

| MWDBE Company, Name, Address, Phone, Email | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|---|-----------------------------|---------------------------------------|----------------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |

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

sCube, Inc.
Company

Julie Endres
Company Representative

March 30, 2021
Date

VP – Business Development
Title

MWDBE Quote Summary

N/A

Statement of Good Faith Efforts

As there is no project or staff augmentation engagement at this time, we have nothing to advertise. Once there is an engagement we are submitting a proposal for, we will make a good faith effort to include MWDBE businesses as subcontractors.

Note: We currently have 1 staff augmentation contractor working on projects for other clients who is from an MWDBE firm and have relationships with other MWDBE firms we can reach out to.

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

_____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

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

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

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

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

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

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

_____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

_____ 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.

Company

Company Representative

Date

Title

General Provisions

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, 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. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
20. 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

03/30/2021

Date

Firm Submitting Proposal

Firm Submitting Proposal: sCube, Inc. DBA: [s]Cube, Inc.

Complete Address: 1462 Erie Blvd, C101, Schenectady, NY 12305
Street City Zip

Contact Name: Julie Endres Title: VP – Business Development

Telephone Number: 248-302-3027 Fax Number: None

Email address: julie.endres@scubeenterprise.com