



LEXINGTON

RFP-12-2026

**SJN Data Center, LLC dba Encore
Technologies**

Supplier Response

Event Information

Number: RFP-12-2026
Title: Information Technology Consulting and/or Technical Services
Type: Request For Proposal
Issue Date: 3/20/2026
Deadline: 4/20/2026 02:00 PM (ET)

Contact Information

Contact: Todd Slatin
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: tslatin@lexingtonky.gov

SJN Data Center, LLC dba Encore Technologies Information

Address: 4620 Wesley Avenue
Cincinnati, OH 45212
Phone: (502) 641-1624

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

Kendall Kassinger

Signature

Submitted at 4/15/2026 10:52:43 PM (ET)

kendall.kassinger@encore.tech

Email

Response Attachments

LFUCG_Encore_RFP_Encore Proposed Redlines.docx

Encore proposed redlines.

Encore Response_LFUCG_OPp0010443_RFP 12-2026.pdf

Submission

AFFIDAVIT


Comes the Affiant, Brett Kiser of Encore Technologies, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Brett Kiser and he/she is the individual submitting the proposal or is the authorized representative of SJN Data Center, LLC dba, Encore Techno Kiser the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Continued on next page

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

Further, Affiant sayeth naught.




STATE OF Kentucky

COUNTY OF Franklin

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Brett Kiser on this the 14 day
of April, 2026

My Commission expires: 12/21/2029



NOTARY PUBLIC, STATE AT LARGE
ID# Ky NP 42050

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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


RK
4/14/2008

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

SJN Data center, LLC dba
Name of Business
EnCore Technologies

4/14/2020

WORKFORCE ANALYSIS FORM

Name of Organization: **SJN Data Center, LLC dba Encore Tecnologies**

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 Hispa nic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	67	36	11	0	0	11	3	0	0	3	2	0	0	1	0	51	16
Professionals	113	79	20	1	2	4	1	0	0	3	0	0	0	3	0	87	26
Superintendents	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supervisors	35	29	4	0	0	1	0	0	0	1	0	0	0	0	0	31	4
Foremen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	89	56	4	7	0	15	1	0	0	3	0	0	0	3	0	84	5
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	9	9	0	0	0	0	0	0	0	0	0	0	0	0	0	9	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:	313	209	39	8	2	31	5	0	0	10	2	0	0	7	0	262	51

Prepared by: **Abbie Filliater, Director HR**

(Name and Title)

_Date: **04/02/2026**

Revised 2015-Dec-15

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

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

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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



Firm Submitting Proposal: SJN Data Center, LLC dba Encore Technologies

Complete Address: 699 Isaac Shelby Circle #2 Frankfort, KY 40601
Street City Zip

Contact Name: Kendall Kassinger Title: Account Manager

Telephone Number: 502-641-1624 Fax Number: N/A

Email address: Kendall.kassinger@encore.tech



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women’s Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 12-2026

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

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
2.					
3.					
4.					

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

ENCORE TECHNOLOGIES

Company

4/14/2026

Date

[Signature]

Company Representative

VP OF SALES

Title



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 12-2826

The MWDBE and/or veteran 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 the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A				
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran 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.

ENCORE TECHNOLOGIES
Company

4/14/2018
Date

[Signature]
Company Representative

VP of Sales
Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
 - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	<u>SJN Data Center, LLC dba Encore Technologies</u>	Date:	<u>4/14/2026</u>
Project Name:	<u>Various</u>	Project Number:	<u>Various</u>
Contact Name:	<u>Kendall Kassinger</u>	Telephone:	<u>502-641-1624</u>
Email:	<u>Kendall.kassinger@encore.tech</u>		

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

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes No

If yes, indicate all certification type(s):

DBE MBE WBE SBE VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city’s Minority Business Enterprise Program’s (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

[Encore Response](#)

Encore takes diversity in our breadth of offerings and professional subcontractors suppliers very seriously. Since this particular RFP is for a wide range of yet to be determined services, we wouldn’t have a specific “go to” diversity partner to name but do have partners in most every aspect of our business: IT

Staffing, SW development, IT Field Support services, PS install services, and many other lines of business we support.

The below is the specific section of our Vendor On-boarding form, where we categorize and track the diversity of our subcontract suppliers:

*Section II Supplier Diversity Categorization Status Indicator		
<input type="checkbox"/> 1 African American Male	<input type="checkbox"/> 2 Hispanic Male	<input type="checkbox"/> 3 Non Minority Female WBE
<input type="checkbox"/> 4 African American Female WBE	<input type="checkbox"/> 5 Other Minority Female WBE	<input type="checkbox"/> 6 Native American Male
<input type="checkbox"/> 7 Asian-Indian Male	<input type="checkbox"/> 8 Asian-Pacific Male	<input type="checkbox"/> 9 VBE- Veteran-owned
Important: At least 51% Woman-owned and managed Business Enterprise		
Certification ID: <input type="text"/>	Date Certified: <input type="text"/>	

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.

[Encore Response](#)

Encore does plan to possibly utilize subcontractors, as applicable and appropriate based on the scope of potential future projects.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including MBEs, WBEs, VOSBs and SDVOSBs:

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.

- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.
- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

Encore Response

Encore takes diversity in our breadth of offerings and professional subcontractors suppliers very seriously. Since this particular RFP is for a wide range of yet to be determined services, we wouldn't have a specific "go to" diversity partner to name but do have partners in most every aspect of our business: IT Staffing, SW development, IT Field Support services, PS install services, and many other lines of business we support.

The below is the specific section of our Vendor On-boarding form, where we categorize and track the diversity of our subcontract suppliers:

*Section II Supplier Diversity Categorization Status Indicator		
<input type="checkbox"/> 1 African American Male	<input type="checkbox"/> 2 Hispanic Male	<input type="checkbox"/> 3 Non Minority Female WE
<input type="checkbox"/> 4 African American Female WBE	<input type="checkbox"/> 5 Other Minority Female WBE	<input type="checkbox"/> 6 Native American Male
<input type="checkbox"/> 7 Asian-Indian Male	<input type="checkbox"/> 8 Asian-Pacific Male	<input type="checkbox"/> 9 VBE- Veteran-owned
Important: At least 51% Woman-owned and managed Business Enterprise		
Certification ID:	<input type="text"/>	Date Certified: <input type="text"/>

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

For detailed information regarding outreach efforts that satisfy the MBE Program’s requirements, please see “Documentation Required for Good Faith Efforts and Outreach Plans” page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

[Encore Response](#)

Encore takes diversity in our breadth of offerings and professional subcontractors suppliers very seriously. Since this particular RFP is for a wide range of yet to be determined services, we wouldn’t have a specific “go to” diversity partner to name but do have partners in most every aspect of our business: IT Staffing, SW development, IT Field Support services, PS install services, and many other lines of business we support.

The below is the specific section of our Vendor On-boarding form, where we categorize and track the diversity of our subcontract suppliers:

*Section II Supplier Diversity Categorization Status Indicator

- | | | |
|--|--|--|
| <input type="checkbox"/> 1 African American Male | <input type="checkbox"/> 2 Hispanic Male | <input type="checkbox"/> 3 Non Minority Female WBE |
| <input type="checkbox"/> 4 African American Female WBE | <input type="checkbox"/> 5 Other Minority Female WBE | <input type="checkbox"/> 6 Native American Male |
| <input type="checkbox"/> 7 Asian-Indian Male | <input type="checkbox"/> 8 Asian-Pacific Male | <input type="checkbox"/> 9 VBE- Veteran-owned |

Important: At least 51% Woman-owned and managed Business Enterprise

Certification ID:

Date Certified:

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.

ENCORE TECHNOLOGIES

Company

4/14/2026

Date



Company Representative

VP OF SALES

Title

GENERAL PROVISIONS

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

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

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

RK
4/14/2028

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

BK
4/14/2008

- 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

BS
4/14/2026

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Worker’s Compensation	Statutory
Employer’s Liability	\$100,000
Professional Liability	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/07/2026

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

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

PRODUCER The Roehr Agency 4642 Ridge Ave. Cincinnati, OH 45209 Alvin F. Roehr, Jr.		513-985-4214 CONTACT NAME: Lori Garner PHONE (A/C, No, Ext): 513-985-4214 FAX (A/C, No): 513-985-0359 E-MAIL ADDRESS: lgarner@roehrs.com																					
INSURED SJN Data Center LLC dba Encore Technologies 4620 Wesley LLC 4620 Wesley Avenue Cincinnati, OH 45212		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B :</td> <td>HDI Specialty Insurance Co</td> <td>16131</td> </tr> <tr> <td>INSURER C :</td> <td>Allied World Surplus Lines Ins</td> <td>24319</td> </tr> <tr> <td>INSURER D :</td> <td>Great Northern Insurance Co</td> <td>20303</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Federal Insurance Company	20281	INSURER B :	HDI Specialty Insurance Co	16131	INSURER C :	Allied World Surplus Lines Ins	24319	INSURER D :	Great Northern Insurance Co	20303	INSURER E :			INSURER F :		
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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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36033941	06/24/2025	06/24/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Emp Ben. \$ 1,000,000
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			73594435	06/24/2025	06/24/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79894131	06/24/2025	06/24/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below			OH EMPLOYERS LIAB	06/24/2025	06/24/2026	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Blanket Bldg & Prop			36033941	06/24/2025	06/24/2026	Blanket ded \$ 112,552,578 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

LEXING4 Lexington-Fayette Urban County Government 200 East Main Street 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
---	---

Theft of Client Property
Carrier: Federal Insurance Co (A)
Policy number: J06235943
6/24/25 to 6/24/26
Limit: \$5,000,000 Retention: \$15,000

Carrier (B)
Cyber & Tech E&O
Policy# FRS-H-P-CT-00013094-01
06/24/25 to 06/24/26
Limit: \$5,000,000 Retention: \$50,000

Carrier (C)
Excess Cyber
Policy#0313-4548
06/24/25 to 6/24/26
Limit: \$5,000,000 Retention: \$50,000

Encore Technologies Response to LFUCG IT Consulting and/or Technical Services

April 20, 2026 • OPP0010443 • RFP #12-2026



4620 Wesley Ave, Cincinnati, Ohio 45212 • www.encore.tech
699 Isaac Shelby Circle, Suite 2; Frankfort, KY 40601

encore
TECHNOLOGIES

April 20, 2026

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
Email: <https://lexingtonky.ionwave.net>

Re: IT Consulting and/or Technical Services

To Whom It May Concern:

Encore appreciates the opportunity to submit this proposal to the Lexington-Fayette Urban County Government (LFUCG) for IT Consulting and/or Technical Services.

Encore is heavily invested in supporting education and state government agencies through our dedicated sales account management; sales support; and project coordination teams. Our local sales and support teams have extensive experience and knowledge of the Kentucky public sector's business objectives and challenges.

Additionally, Encore Technologies is an equal opportunity employer. As part of Encore's equal employment opportunity policy, Encore fully supports affirmative action and ensures minority group individuals are introduced into our workforce and considered for promotional opportunities. Minority groups include but are not limited to females, disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans, and qualified disabled persons.

To assist you directly, Kendall Kassinger will serve as your Encore point of contact. You can reach Kendall at (502) 641-1624, or by email kendall.kassinger@encore.tech. We look forward to the opportunity to present our proposal to KCTCS.

Sincerely,

A handwritten signature in cursive script that reads "Brett Kiser".

Brett Kiser

Brett Kiser
Vice President of Sales – Public Sector

Contents

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A. Attachment A 13

B. Attachment B 19

5.0 Scope

5.1 Technology Assessment (Attachment A)

Proposals must include responses to Attachment A: Technology Capabilities listing applicable technologies and competencies. Vendors should also include additional relevant technologies not listed that could benefit LFUCG.

Encore Response

Refer to Appendix A for a complete list.

5.2 Software Development

If proposing software development services, include:

- Application programming methodology
- Development life cycle
- Documentation standards
- Secure development practices
- Preferred stacks/frameworks and tooling

Encore Response

Encore delivers software development services through a structured, standards-based approach that emphasizes quality, security, and scalability. Our methodology incorporates modern application development practices, a defined Software Development Life Cycle (SDLC), comprehensive documentation standards, and secure development protocols.

Application Programming Methodology

Encore utilizes an Agile-based development methodology, enabling iterative development, continuous feedback, and rapid delivery. This approach supports flexibility while maintaining alignment with client requirements and evolving business needs.

Development Life Cycle

Encore follows a defined SDLC that includes requirements gathering, design, development, testing, deployment, and ongoing support. Each phase incorporates validation checkpoints to ensure quality, performance, and alignment with project objectives.

Documentation Standards

Encore maintains consistent and thorough documentation throughout the development lifecycle, including system architecture, code documentation, configuration details, and user guides. This ensures knowledge transfer, maintainability, and long-term system sustainability.

Secure Development Practices

Encore integrates security throughout the development lifecycle by following secure coding standards, conducting regular vulnerability assessments, and implementing testing protocols such as static and dynamic code analysis. Security is embedded from design through deployment to protect applications and data.

Preferred Stacks/Frameworks and Tooling

Encore utilizes a variety of tools including Microsoft Azure, AWS, GitHub Actions, GitLab CI/CD, Azure DevOps, MongoDB, Terraform, ARM templates, and VMware (vSphere, VCF) amongst many others.

5.3 Consulting Services

If proposing consulting services, provide an overview of each area offered, including:

- Experience
- Approach
- Security & Resilience
- BC/DR

Encore Response

Encore delivers consulting services designed to align technology strategy with organizational goals, improve operational efficiency, and enhance security and resilience across complex environments. Our team brings deep experience across infrastructure, networking, security, and application environments within public sector and enterprise organizations.

Experience

Encore's consulting team has extensive experience supporting government, K-12, higher education, and public sector clients with strategic planning, system design, and technology modernization initiatives. Our experience includes network architecture, cybersecurity strategy, cloud and data center transformation, and large-scale deployment planning. We leverage real-world implementation expertise to ensure recommendations are practical, scalable, and aligned with client environments.

Approach

Encore follows a structured, collaborative consulting approach that begins with discovery and assessment, followed by design, recommendation, and roadmap development. We engage key stakeholders to understand business and technical requirements, evaluate current-state environments, and identify gaps and opportunities. Our deliverables include actionable recommendations, prioritized roadmaps, and alignment with funding, compliance, and operational constraints.

Security & Resilience

Security and resilience are embedded throughout Encore's consulting services. We incorporate industry best practices, including zero trust principles, layered security architecture, and continuous monitoring strategies. Our team evaluates risk across network, application, and data layers, providing recommendations to strengthen defenses, improve visibility, and ensure systems remain resilient against evolving threats.

BC/DR

Encore provides consulting services to design and enhance Business Continuity and Disaster Recovery (BC/DR) strategies, ensuring critical systems and data remain available during disruptions. Our approach includes risk assessment, recovery objective definition (RTO/RPO), backup and replication strategy design, and failover planning. We help clients establish tested, documented recovery procedures to minimize downtime and ensure rapid restoration of services.

5.4 Security & Compliance

All proposals should demonstrate capability to design, implement, and operate security aligned with recognized frameworks and public-sector practices, including:

- Identity & Access
- Endpoint Security
- Network Security
- Monitoring & Response
- Data Protection
- Vulnerability & Configuration Management
- Compliance Alignment
- Documentation

Encore Response

Encore demonstrates the capability to design, implement, and operate secure environments aligned with recognized frameworks and public-sector best practices, including NIST Cybersecurity Framework (CSF), NIST SP 800-53, CIS Critical Security Controls, and applicable state and federal requirements. Our

approach integrates security across identity, endpoints, networks, applications, and data, ensuring a layered, resilient defense model.

Identity & Access

Encore implements identity-centric security models leveraging role-based and attribute-based access controls, multi-factor authentication (MFA), and centralized identity platforms (e.g., Azure AD / Entra ID). Our approach aligns with zero trust principles, ensuring least-privilege access and continuous verification across users, devices, and applications.

Endpoint Security

Encore deploys and manages endpoint protection platforms that provide advanced threat detection, response, and device control across workstations, servers, and mobile devices. This includes endpoint detection and response (EDR), patch management, and device hardening to reduce attack surfaces and improve resilience.

Network Security

Encore designs and implements layered network security architectures, including next-generation firewalls, segmentation, intrusion prevention systems (IPS), and secure remote access. Leveraging platforms such as Fortinet, we enable identity-based segmentation and east-west traffic visibility to contain threats and enforce policy across the network.

Monitoring & Response

Encore provides continuous monitoring and incident response capabilities through centralized logging, SIEM integration, and alerting platforms. Our approach enables rapid detection, investigation, and remediation of security events, supported by defined escalation paths and response procedures.

Data Protection

Encore implements data protection strategies including encryption (at rest and in transit), access controls, data classification, and secure backup solutions. These measures ensure the confidentiality, integrity, and availability of sensitive information across systems and environments.

Vulnerability & Configuration Management

Encore conducts regular vulnerability assessments and implements configuration management practices aligned with CIS benchmarks. This includes patching strategies, system hardening, and continuous scanning to identify and remediate risks in a timely manner.

Compliance Alignment

Encore aligns security implementations with applicable compliance requirements, including NIST, CJIS (where applicable), FERPA, and other public-sector standards. We support clients in meeting audit requirements through control mapping, gap analysis, and remediation planning.

Documentation

Encore maintains comprehensive security documentation, including system configurations, network diagrams, access control policies, incident response plans, and audit artifacts. Documentation is structured to support operational continuity, compliance validation, and knowledge transfer.

6.0 Engagement Model & Deliverables

For each engagement initiated under the contract awarded, vendors may be asked to provide:

- Scope of Work (SOW)
- Project Plan
- Architecture & Design
- Implementation
- Knowledge Transfer
- Operational Readiness
- Closeout

Encore Response

For each engagement initiated under the awarded contract, Encore follows a structured delivery framework to ensure consistency, transparency, and successful outcomes. Each phase is documented, validated, and aligned with client objectives, timelines, and operational requirements.

Scope of Work (SOW)

Encore develops a detailed Scope of Work outlining project objectives, deliverables, roles and responsibilities, assumptions, dependencies, and success criteria. The SOW is reviewed and approved with stakeholders to ensure clear alignment prior to project initiation.

Project Plan

Encore creates a comprehensive project plan that defines timelines, milestones, resource allocation, and communication protocols. Project management best practices are applied to track progress, manage risks, and ensure on-time delivery.

Architecture & Design

Encore performs detailed architecture and design activities, including validation of requirements, system design, and alignment with best practices. Designs are documented and reviewed with stakeholders to ensure scalability, security, and performance expectations are met.

Implementation

Encore executes implementation through a structured approach that includes pre-staging, standardized configuration, deployment, and validation. Our methodology minimizes disruption and ensures systems are deployed in a stable, production-ready state.

Knowledge Transfer

Encore provides comprehensive knowledge transfer, including administrator and end-user training, system documentation, and operational guidance to ensure client teams can effectively manage and support the deployed solutions.

Operational Readiness

Encore validates operational readiness through testing, performance verification, and alignment with support processes. This includes confirming monitoring, alerting, backup, and security controls are in place prior to go-live.

Closeout

Encore completes formal project closeout, including final documentation, as-built deliverables, stakeholder sign-off, and transition to support. Lessons learned and optimization recommendations are provided to support ongoing success.

7.0 Cost of Services (Attachment B)

Include the following in your proposal:

- Fee Schedule – Hourly rates for employee classes or categories
- Pricing Model
- Additional Charges

Encore Response

Refer to Appendix B for a complete list.

8.0 Company Information

Provide:

- Company Name and Address
- Business Partnerships
- Years in Business
- References

Encore Response

SJN Data Center, LLC dba Encore Technologies

Kentucky Office

699 Isaac Shelby Circle, Suite 2
Frankfort, Kentucky 40601

Corporate Headquarters

4600 Wesley Ave.
Cincinnati, Ohio 45212

Executive Summary

Encore Technologies is a full-service, global IT company with expertise in deploying and managing technology solutions to help businesses improve processes, mitigate risk, reduce cost, improve operational efficiency, and secure data.

Encore Technologies was founded in 2015 as a data center and IT services provider. In January 2016, Encore acquired élan Technologies (founded 2001) and integrated the Apple services leader with our Managed Services, Professional Services, and Value-Added Reseller business practices. The acquisition added the unique value of Apple to Encore's strong offerings in Healthcare, Fortune 1000, Finance, and Education.

By mid-2016, Encore opened a state-of-the-art Data Center to offer colocation services. This facility forms the foundation for our extensive suite of cloud-based services. This powerful suite uniquely positions Encore to optimize, automate, and transform our customers' IT environment while securing their data and reducing costs.

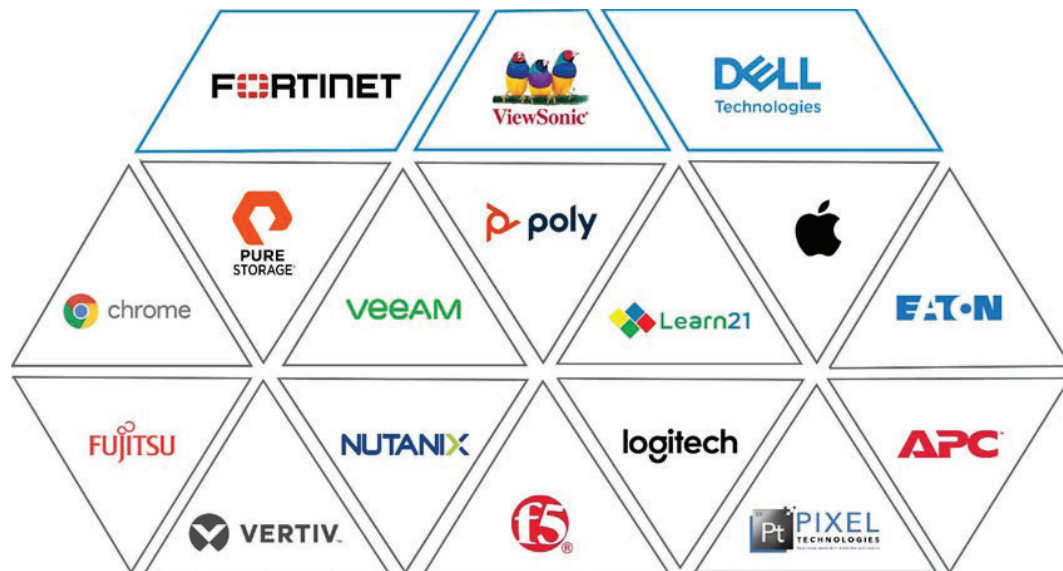
Since then, Encore expanded its service offerings to include data center hosting and support, structured cabling and fiber, IT managed services, desktop support, professional services, and IT staff augmentation.

Qualifications

Our technical resources include network solution architects, network engineers, and RCDD design architects. Our installation and implementation technicians are BICSI certified and highly specialized in structured cabling, audio/visual, and physical security.

Encore has deep ties to Kentucky providing procurement, cabling, security, infrastructure, and other professional services to educational institutions across the Commonwealth. Encore has collaborated with numerous K-12, higher education, and government institutions in Kentucky, Indiana, and Ohio with many of them receiving services through the E-Rate program. In the last couple of years, Encore provided services to more than 100 higher education and K-12 institutions across Kentucky.

Our local sales and support teams have extensive experience and knowledge of the Commonwealth's public sector's business objectives and challenges. Our dedicated sales account management; sales support; and project coordination teams are based in Kentucky with an office located in Frankfort, while our team of engineers, support staff, sales representatives, and leadership reside in Kentucky and southwest Ohio. The graphic on the following page identifies a few of our top partners.



References

The following references are just a few of the organizations where we have performed services and developed a relationship. Kendall would be happy to arrange a time when you can speak with them. She can be reached at (502)641-1624 or by email, Kendall.kassinger@encore.tech.

Organization	Contact
KY Criminal Justice Training	Kris Bowerman

Organization	Contact
Bluegrass Community & Technical College	Laura Parrish
Harlan County Public Schools	Brent Chitwood
Carroll County Public Schols	Zachary Morris-Dean

9.0 Additional Information & Contract Terms

- **Evaluation** – LFUCG employees and representatives of relevant user groups will evaluate proposals.
- **Awards** – LFUCG intends to award contracts to multiple vendors to establish a list of firms to provide services as needed. LFUCG reserves the right to award this contract in its best interest.
- **Term** – The contract term will be three (3) years with the option to renew for two (2) additional one-year terms.
- **Standard Contracts** – If your firm requires execution of a standard contract, include a draft with your response.
- **Ownership & Rights** – All materials developed, data collected, or reports prepared under the project agreement become the property of LFUCG. LFUCG reserves non-exclusive rights to copy, publish, disseminate, and use materials developed under the agreement, in print or electronically.
- **Public Sector Considerations** – Proposers should acknowledge public records obligations, auditability, and operational resiliency requirements typical of government environments.

A. Attachment A

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

Encore Response

Refer to the tables below for our responses.

Core Infrastructure

- Microsoft Windows Server (2019, 2022, and latest GA release)
- Microsoft Windows 10/11 Desktop
- Microsoft 365 (Architecture, Design, Security & Compliance)
- Microsoft Active Directory / Azure AD / Entra ID
- Microsoft Exchange Online (Cloud-first; on-prem Exchange only if required)
- Linux – Various modern distributions (RHEL, Ubuntu, SUSE)
- Internet Information Services (IIS) (latest supported versions)
- VMware vSphere / ESXi (latest versions)
- VMware vCenter (latest versions)
- F5 BIG-IP (Load Balancing, WAF, SSL Offload)

Item	Response
Average Years of Experience	12
Number of Employees	10
Technology Capabilities and Competencies	Encore provides core infrastructure design services with our deepest hands-on experience centered on VMware vSphere and vCenter, including pre-sales solutioning, architecture design, sizing, modernization planning, and hybrid integration. VMware represents a core competency within Encore's infrastructure practice. For broader infrastructure environments, Encore provides high-level architectural guidance and integration oversight while leveraging trusted third-party partners for Microsoft technologies such as Windows Server, Windows 10/11, Microsoft 365, Active Directory/Entra ID, Exchange Online, and IIS. Across all supported platforms, Encore maintains accountability

Item	Response
	for overall infrastructure architecture, integration, and governance, ensuring solutions are practical, supportable, and aligned with broader hybrid and cloud strategies.

Cloud & DevOps

- Microsoft Azure Architecture & Design
- Microsoft Azure IaaS / PaaS Services
- Microsoft Azure VMs / Key Vault
- Microsoft Azure DevOps (CI/CD, Pipelines)
- Amazon Web Services (AWS) Architecture & DevOps
- Infrastructure as Code (IaC)
- Configuration Management: Ansible, Microsoft Configuration Manager (SCCM/MECM), Chef, Puppet, Vagrant, etc.
- Containerization & Orchestration: Docker, Kubernetes (AKS/EKS)
- Node.js (for modern web apps)
- Modern CI/CD Tools: GitHub Actions, GitLab CI

Item	Response
Average Years of Experience	7
Number of Employees	12
Technology Capabilities and Competencies	<p>Encore operates production Azure environments supporting both internal operations and customer workloads, with practical experience in landing zone design, hybrid connectivity, identity integration, and governance frameworks. Encore's own data center footprint enables true hybrid architecture design spanning on-premises and Azure.</p> <p>Encore has deep expertise in Azure IaaS (e.g. VM provisioning, availability sets, storage, backup, and 24x7 managed support) extending across Azure, AWS, and Encore owned data centers. For PaaS and data tier technologies, Encore leverages specialized partner expertise for database administration while providing the infrastructure management, monitoring, and governance wrapper. Encore is actively investing in expanding its application and data platform capabilities.</p>

Item	Response
	<p>Encore manages Azure VM environments including rightsizing, patching, backup, and disaster recovery. Our teams have working familiarity with Key Vault for secrets management and certificate lifecycle automation in the context of broader infrastructure operations.</p> <p>Encore maintains internal DevOps engineering capabilities for our own data center and cloud operations. Cloud Services leadership brings deep pipeline architecture and DevSecOps experience from senior roles at VMware and Check Point.</p> <p>Encore operates production AWS infrastructure supporting internal platforms, with hands on experience across multi account architectures, VPC design, IAM governance, and cost optimization. Our leadership brings extensive multi cloud expertise from enterprise scale environments.</p> <p>Encore's Cloud Services leadership brings direct experience with Terraform, ARM/Bicep, and CloudFormation. Encore applies IaC principles in managing internal data center and cloud environments and is actively building formalized IaC delivery capabilities.</p> <p>Encore has strong operational experience with Ansible and MECM for desired state configuration, automated patching, and compliance baseline enforcement across hybrid customer environments. This is an area of active, production tested competency.</p> <p>Encore's Professional Services team has hands on delivery experience with Docker and Kubernetes across client environments, including cluster architecture, networking, and storage design. Our extended practitioner network adds additional depth in AKS and EKS platforms.</p> <p>Encore's core competency is infrastructure and platform operations. While our teams encounter Node.js environments in the course of managing underlying compute and deployment infrastructure, Encore coordinates specialized practitioners for engagements requiring application layer expertise.</p> <p>Encore's internal DevOps team utilizes modern CI/CD tooling for our own operations. Cloud Services leadership brings direct experience with GitHub Actions, GitLab CI, and broader pipeline architecture from senior DevSecOps roles at VMware and Check Point.</p>

Database & Data Platforms

- Microsoft SQL Server (2019 and latest GA release)
- IBM Db2 (latest supported versions)
- Cloud Databases: Azure SQL Database, AWS RDS
- NoSQL: MongoDB, Cosmos DB (if applicable)

Item	Response
Average Years of Experience	20
Number of Employees	4
Technology Capabilities and Competencies	Encore delivers database design, implementation, and support services across a range of enterprise and cloud-based platforms, ensuring scalable, secure, and high-performing data environments.

Application Development

- Microsoft .NET 6+ / .NET Core (modern framework)
- ASP.NET Core (for web apps)
- Visual Studio / Visual Studio Code
- Languages:
 - C#
 - Python
 - JavaScript / TypeScript
 - HTML5 / CSS3
- Frameworks & Libraries:
 - React, Angular, Vue.js
 - jQuery (legacy support only)
- APIs & Web Services: REST, GraphQL

PHP (only for legacy systems)

Encore Response

Item	Response
Average Years of Experience	12
Number of Employees	7

Item	Response
Technology Capabilities and Competencies	Encore maintains a strong focus on DevOps and testing practices, emphasizing automation, continuous integration/continuous delivery (CI/CD), and rigorous validation to ensure reliable, high-quality outcomes for our clients.

GIS & Spatial Technologies

- ESRI ArcGIS Enterprise (latest supported version)
- ESRI ArcGIS Pro (latest supported version)
- ESRI ArcGIS Online
- ESRI ArcGIS API for JavaScript & Python

Encore Response

Encore does not have capabilities related to this section of the RFP.

Security & Networking

- Next-Gen Firewalls: Palo Alto
- Network Infrastructure: Extreme Networks (wired/wireless), Routing & Switching
- Load Balancing & WAF: F5 BIG-IP, Azure WAF, Cloudflare, Azure Front Door
- Vulnerability Management: Tenable Nessus, OpenVAS, Shodan
- Patch Management: Microsoft Endpoint Manager (Intune), WSUS, IBM BigFix/HCL
- SIEM: Splunk, Microsoft Sentinel, managed services
- Endpoint Security: Microsoft Defender for Endpoint
- Identity & Access: MFA, Conditional Access, Zero Trust Architecture

Item	Response
Average Years of Experience	20
Number of Employees	5
Technology Capabilities and Competencies	Encore provides comprehensive Information Security Services, including risk assessment, security architecture, monitoring, and incident response to safeguard systems, networks, and data.

ERP & Enterprise Applications

- PeopleSoft HCM 9.2
- PeopleSoft FSCM 9.2
- People Tools 8.62+

[Encore Response](#)

Encore does not have capabilities related to this section of the RFP.

B. Attachment B

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

Encore Response

Refer to the tables below.

Software Development

- ASP.NET Core (C#)
- JavaScript / TypeScript
- Python
- HTML5 / CSS3
- Modern Frameworks: React, Angular, Vue.js
- RESTful & GraphQL API Development

Encore Response

Item	Response
Average Years of Experience	7
Number of Employees	12
Fee Schedule – Hourly Rates for employee classes or categories	Senior Software Developer - \$300/HR; Software Developer - \$225/HR; Junior Software Developer - \$100/HR
Comments	Encore maintains a strong focus on DevOps and testing practices, emphasizing automation, continuous integration/continuous delivery (CI/CD), and rigorous validation to ensure reliable, high-quality outcomes for our clients.

Database Design & Data Services

- Microsoft SQL Server
- Azure SQL Database
- MySQL / PostgreSQL
- Oracle Database

- ESRI Enterprise Geodatabase
- NoSQL (MongoDB, Cosmos DB)

Item	Response
Average Years of Experience	20
Number of Employees	4
Fee Schedule – Hourly Rates for employee classes or categories	Senior Database Architect - \$300/HR; Database Architect - \$225/HR; Junior Database Designer - \$100/HR
Comments	Encore maintains a strong focus on database design and data services, delivering scalable, secure, and well-structured data environments to support client applications and analytics needs.

Consulting Services

- Disaster Recovery & Business Continuity Planning
- Technical Requirements Gathering
- IT Strategic Planning & Roadmaps
- IT Governance & Compliance
- IT Project Management (Agile, PMI)
- Certified Project Management (PMP)
- Enterprise Architecture & Cloud Strategy
- PeopleSoft HCM & FSCM Consulting
- ESRI ArcGIS Enterprise Portal Design & Implementation

Item	Response
Average Years of Experience	12
Number of Employees	18
Fee Schedule – Hourly Rates for employee classes or categories	Senior Consultant -\$300/HR; Consultant - \$225/HR; Project Manager - \$100/HR
Comments	Encore delivers disaster recovery and business continuity services based on real-world operations in mission-critical environments. Our experience includes backup, replication, recovery architecture, and application-aware failover design aligned to defined RTO and RPO objectives. Encore treats DR and BC as an operational capability, including dependency mapping, recovery sequencing, runbook development, and validation through

Item	Response
	<p>testing. Our approach aligns to industry best practices such as NIST and CIS to ensure resilience and auditability.</p> <p>Encore performs structured discovery to establish a clear and validated foundation for solution design and execution. Our approach combines stakeholder engagement with detailed analysis of infrastructure, configurations, and system dependencies. Encore focuses on translating business and technical needs into actionable requirements, including dependency mapping, performance baselining, and risk identification. Outputs are designed to directly support architecture, migration planning, and scoped delivery.</p> <p>Encore delivers IT strategic planning focused on practical, executable roadmaps aligned to business objectives. Our experience includes infrastructure modernization, lifecycle planning, and security and governance alignment. We develop phased roadmaps that prioritize initiatives based on business impact and risk reduction. Deliverables are structured to transition directly into actionable scopes of work while aligning to frameworks such as NIST and CIS.</p> <p>Encore delivers IT governance and compliance services grounded in operational experience across regulated and security-sensitive environments. Our capabilities span policy development, control framework implementation, risk assessment, and audit readiness aligned to defined compliance objectives and organizational risk tolerance. Encore treats governance not as a checkbox exercise, but as an operational discipline — encompassing control mapping, gap analysis, remediation planning, and evidence management. Our approach aligns to industry frameworks including NIST CSF, ISO 27001, CIS Controls, and SOC 2 to ensure defensible, auditable, and sustainable compliance posture.</p>

Server & Application Implementation

- Microsoft SharePoint Online & Hybrid
- Microsoft Project Online
- Microsoft SQL Server
- Microsoft Exchange Online (Cloud-first)
- Microsoft Windows Server (latest versions)
- VMware vSphere / vCenter

- ESRI ArcGIS Enterprise
- Apache HTTP Web Server (latest versions)

Item	Response
Average Years of Experience	14
Number of Employees	8
Fee Schedule – Hourly Rates for employee classes or categories	Senior Implementation Specialist - \$300/HR; Implementation Specialist - \$225/HR
Comments	Encore excels in server and application implementation by delivering efficient deployments, minimizing downtime, and ensuring systems are fully optimized and ready for production from day one.

Training Services

- Microsoft 365 & SharePoint Online
- Microsoft Project Online
- Microsoft SQL Server
- Visual Studio / Visual Studio Code
- VMware vSphere
- ESRI ArcGIS (Online, Portal, Pro)
- Azure Fundamentals & Advanced Services
- Cybersecurity Awareness & Zero Trust Principles

Item	Response
Average Years of Experience	Not responding N/A
Number of Employees	Not responding N/A
Fee Schedule – Hourly Rates for employee classes or categories	Not responding N/A
Comments	Not responding N/A

Network Support Services

- F5 BIG-IP (Load Balancing, WAF), Azure Front Door, AWS WAF, Cloudflare, etc.
- Microsoft Active Directory / Entra ID

- Microsoft Windows Server
- VMware Infrastructure
- Network Architecture & Design (LAN/WAN/Wireless)
- SD-WAN & Network Segmentation

Item	Response
Average Years of Experience	12
Number of Employees	10
Fee Schedule – Hourly Rates for employee classes or categories	Senior Network Architect - \$300/HR; Network Engineer - \$225/HR; Junior Support Services - \$100/HR
Comments	Encore delivers network support services through a proactive, structured model combining continuous monitoring, rapid issue resolution, preventative maintenance, and expert escalation to ensure stable, secure, and high-performing network environments.

Information Security Services

- Policy Development & Review
- Security Planning & Risk Analysis
- Penetration Testing & Vulnerability Assessment
- Risk Management & Compliance (NIST, CIS, ISO 27001)
- Security Audits & Remediation
- End-User Security Training
- Zero Trust Architecture Design
- SIEM/SOAR Implementation (Microsoft Sentinel, Splunk)
- Endpoint Security & EDR/XDR Deployment

Item	Response
Average Years of Experience	20
Number of Employees	5
Fee Schedule – Hourly Rates for employee classes or categories	Senior Architect - \$300+/HR

Item	Response
Comments	Encore provides comprehensive Information Security Services, including risk assessment, security architecture, monitoring, and incident response to safeguard systems, networks, and data.

Enterprise DevOps & Cloud Services

- Cloud Architecture & Design (Azure, AWS)
- Code Deployment & CI/CD Pipelines
- Enterprise System Administration
- Version Control (GitHub, GitLab)
- Infrastructure as Code (IaC)
- Platform as a Service (PaaS)
- Software as a Service (SaaS)
- Infrastructure as a Service (IaaS)
- Containerization & Orchestration
- Automation & Configuration Management

Item	Response
Average Years of Experience	7
Number of Employees	12
Fee Schedule – Hourly Rates for employee classes or categories	Senior Software Developer - \$300/HR; Software Developer - \$225/HR; Junior Software Developer - \$100/HR
Comments	<p>Encore operates production Azure environments supporting both internal operations and customer workloads, with practical experience in landing zone design, hybrid connectivity, identity integration, and governance frameworks. Encore's own data center footprint enables true hybrid architecture design spanning on-premises and Azure.</p> <p>Encore delivers CI/CD pipeline design and implementation on a project basis, assembling purpose built teams from internal DevOps talent and a vetted network of specialized practitioners. Encore is actively formalizing a managed DevOps service offering to meet growing client demand.</p> <p>Encore's 24x7x365 IT Operations Command Center (ITOCC) and Infrastructure Managed Services (IMS) engineering teams deliver enterprise grade system administration spanning Windows, Linux,</p>

Item	Response
	<p>virtualization, and cloud platforms. This is a core Encore service with mature delivery processes and SLA backed support.</p> <p>Encore implements and supports version control platforms as part of broader DevOps and CI/CD engagements, including branching strategies, access controls, and pipeline integration. Delivery is supported by internal expertise and our extended practitioner network.</p> <p>Encore is positioned to deliver IaC engagements leveraging leadership experience with Terraform, Bicep, ARM, and CloudFormation. Encore views IaC as foundational to its expanding cloud services portfolio and assembles purpose built delivery teams to match each client's toolchain requirements.</p> <p>Encore provides PaaS advisory and migration assessment services as part of broader cloud strategy engagements. For ongoing PaaS operations and data tier management, Encore leverages specialized partners while maintaining the infrastructure governance and monitoring wrapper.</p> <p>Encore supports SaaS integration, identity federation, and vendor management as part of broader cloud and infrastructure strategy engagements. Encore's role is typically architecting the connectivity, security, and governance framework around SaaS adoption rather than SaaS application administration.</p> <p>Encore delivers managed IaaS from hyperscale public clouds (Azure, AWS) and Encore owned data centers, providing clients flexible deployment options with consistent management, monitoring, and 24x7 support under a single provider relationship. This is a flagship Encore capability.</p> <p>Encore delivers container platform design and implementation on a project basis through Professional Services, with additional depth available through our vetted practitioner network. Encore is actively integrating managed container operations into its broader IaaS and cloud services portfolio.</p> <p>Encore delivers automation and configuration management services using Ansible and MECM for provisioning, patching, compliance enforcement, and operational runbooks across hybrid customer environments. This is a production tested capability within our managed services delivery model.</p>



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #12-2026 Information Technology Consulting and/or Technical Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **April 20, 2026**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status.

Kentucky Equal Employment Opportunity Act

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

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

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

The contractor is expressly required to comply with the Kentucky Equal Opportunity Act of 1978 (KRS 45.560 to KRS 45.640)

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

1. Specialized experienced and technical competence of the person or firm with the type of service required. 30%
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 30%
3. Past record and performance on contracts with the Urban County government or other governmental agencies and private industry with respect to such factors as quality of work and ability to meet schedule. 30%
4. Degree of local employment provided by person or firm. 10%

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

The LFUCG reserves the right to request clarification of any proposal from prospective vendors, or to interview any vendor to further discuss their submitted proposal. The LFUCG further reserves the right to select more than one vendor as a preliminary finalist that will be required to make an oral presentation to the LFUCG. The LFUCG reserves the right to amend its final scoring of the proposals based upon information provided during such a presentation as long as the proposal does not materially differ from the written proposal submitted by the vendor.

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

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

Standard Title VI Assurance

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

The Law

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

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

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

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

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

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women’s Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE and/or veteran 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 the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	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 MDWBE and veteran 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.

Company

Company Representative

Date

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
 - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	_____	Date:	_____
Project Name:	_____	Project Number:	_____
Contact Name:	_____	Telephone:	_____
Email:	_____		

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

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes No

If yes, indicate all certification type(s):

DBE MBE WBE SBE VOSB/SDVOSB

and supply a copy of the certificate and/or certification letter if not currently listed on the city’s Minority Business Enterprise Program’s (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes No

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- Bidder sponsored an Economic Inclusion Outreach event.
- Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBES, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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

4870-1925-6809, v. 1

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes responsibility and liability, to the extent caused by Contractor's gross negligence or willful misconduct, for direct damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this Agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against third-party liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, and reasonable attorney's fees to the extent arising out of CONTRACTOR's performance or breach of the Agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the grossly negligent acts or willful misconduct of the CONTRACTOR. CONTRACTOR shall have no obligation to the extent such claims are caused by the negligence or willful misconduct of LFUCG or any third party not under CONTRACTOR's control.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses..
- (4) CONTRACTOR will not be liable for any indirect, incidental, consequential, special, exemplary or punitive damages (including, but not limited to, damages for lost profits, lost revenues or lost goodwill).
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, hold harmless and defend LFUCG from and against third-party liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use

resulting therefrom) to the extent arising out of, pertaining to or relating to the gross negligence or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Errors and Omissions Insurance	\$1 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be included as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

**Information Technology Consulting and/or Technical Services
Lexington-Fayette Urban County Government (LFUCG)
RFP: IT Technical Consulting & Services**

1. Introduction

The Lexington-Fayette Urban County Government (LFUCG) is soliciting proposals from qualified professional vendors to provide comprehensive Information Technology (IT) Technical Services and IT Consulting Services. LFUCG seeks partners who can help:

- **Improve operational effectiveness and service quality**
- **Reduce downtime and support costs**
- **Strengthen the security and resilience of data and systems**
- **Maximize return on technology investments**
- **Accelerate modernization initiatives with hybrid cloud, Microsoft Azure IaaS, and robust network/endpoint security capabilities**

Vendors may propose services across one or both categories—IT Technical Services and IT Consulting Services—as detailed below. LFUCG anticipates establishing a pre-qualified vendor list to be engaged through deliverables-based scopes of work on short notice.

2. Scope of Services

2.1 Technical Services

Technical Services include, but are not limited to:

- Hybrid Cloud & IaaS
- Infrastructure Operations
- Security Operations
- Application & Data
- Modern Endpoint Management
- Training & Knowledge Transfer

2.2 Consulting Services

Consulting Services include, but are not limited to:

- Strategy & Architecture
- Governance & Process
- Risk, Resilience, & Compliance
- Program & Project Services
- Training & Administrative

3. Purpose

LFUCG operates a broad portfolio of mission-critical technologies supporting public services. Given the volume of ongoing projects and the need to ensure high availability, LFUCG may

supplement internal capabilities with external expertise. The objective of this RFP is to identify vendors with demonstrated skills and practical experience who can:

- Sustain and enhance existing services
- Design and deliver new initiatives
- Provide rapid, deliverable-based support under defined scopes of work

4. Background Information

4.1 Server Hardware & Virtualization

LFUCG primarily leverages on-premises and hosted environments to support mission-critical infrastructure. Multiple technologies are used across the environment.

4.2 Server & Application Infrastructure

LFUCG's core infrastructure is primarily based on Microsoft Windows Server and Microsoft 365, identity/domain services, web and application hosting, databases, and internal collaboration.

4.3 Software & Development

Applications may be tailored to specific divisional workflows and requirements, including integrations with enterprise systems.

4.4 ERP

LFUCG utilizes PeopleSoft FSCM and HCM modules for financial and human capital management.

5. Vendor Requirements

5.1 Technology Assessment (Attachment A)

Proposals must include responses to Attachment A: Technology Capabilities listing applicable technologies and competencies. Vendors should also include additional relevant technologies not listed that could benefit LFUCG.

5.2 Software Development

If proposing software development services, include:

- Application programming methodology
- Development life cycle
- Documentation standards
- Secure development practices
- Preferred stacks/frameworks and tooling

5.3 Consulting Services

If proposing consulting services, provide an overview of each area offered, including:

- Experience
- Approach
- Security & Resilience

- BC/DR

5.4 Security & Compliance

All proposals should demonstrate capability to design, implement, and operate security aligned with recognized frameworks and public-sector practices, including:

- Identity & Access
- Endpoint Security
- Network Security
- Monitoring & Response
- Data Protection
- Vulnerability & Configuration Management
- Compliance Alignment
- Documentation

6. Engagement Model & Deliverables

For each engagement initiated under the contract awarded, vendors may be asked to provide:

- Scope of Work (SOW)
- Project Plan
- Architecture & Design
- Implementation
- Knowledge Transfer
- Operational Readiness
- Closeout

7. Cost of Services (Attachment B)

Include the following in your proposal:

- Fee Schedule – Hourly rates for employee classes or categories
- Pricing Model
- Additional Charges

8. Company Information

Provide:

- Company Name and Address
- Business Partnerships
- Years in Business
- References

9. Additional Information & Contract Terms

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

- **Awards:** LFUCG intends to award contracts to multiple vendors to establish a list of firms to provide services as needed. LFUCG reserves the right to award this contract in its best interest.
- **Term:** The contract term will be **three (3) years** with the option to renew for **two (2) additional one-year terms**.
- **Standard Contracts:** If your firm requires execution of a standard contract, include a **draft** with your response.
- **Ownership & Rights:** All materials developed, data collected, or reports prepared under the project agreement become the **property of LFUCG**. LFUCG reserves **non-exclusive rights** to copy, publish, disseminate, and use materials developed under the agreement, in print or electronically.
- **Public Sector Considerations:** Proposers should acknowledge public records obligations, auditability, and operational resiliency requirements typical of government environments.

Attachment A

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

Core Infrastructure

- Microsoft Windows Server (2019, 2022, and latest GA release)
- Microsoft Windows 10/11 Desktop
- Microsoft 365 (Architecture, Design, Security & Compliance)
- Microsoft Active Directory / Azure AD / Entra ID
- Microsoft Exchange Online (Cloud-first; on-prem Exchange only if required)
- Linux – Various modern distributions (RHEL, Ubuntu, SUSE)
- Internet Information Services (IIS) (latest supported versions)
- VMware vSphere / ESXi (latest versions)
- VMware vCenter (latest versions)
- F5 BIG-IP (Load Balancing, WAF, SSL Offload)

Cloud & DevOps

- Microsoft Azure Architecture & Design
- Microsoft Azure IaaS / PaaS Services
- Microsoft Azure VMs / Key Vault
- Microsoft Azure DevOps (CI/CD, Pipelines)
- Amazon Web Services (AWS) Architecture & DevOps
- Infrastructure as Code (IaC)
- Configuration Management: Ansible, Microsoft Configuration Manager (SCCM/MECM), Chef, Puppet, Vagrant, etc.
- Containerization & Orchestration: Docker, Kubernetes (AKS/EKS)
- Node.js (for modern web apps)
- Modern CI/CD Tools: GitHub Actions, GitLab CI

Database & Data Platforms

- Microsoft SQL Server (2019 and latest GA release)
- IBM Db2 (latest supported versions)
- Cloud Databases: Azure SQL Database, AWS RDS
- NoSQL: MongoDB, Cosmos DB (if applicable)

Application Development

- Microsoft .NET 6+ / .NET Core (modern framework)
- ASP.NET Core (for web apps)
- Visual Studio / Visual Studio Code
- Languages:
 - C#
 - Python
 - JavaScript / TypeScript
 - HTML5 / CSS3
- Frameworks & Libraries:
 - React, Angular, Vue.js
 - jQuery (legacy support only)
- APIs & Web Services: REST, GraphQL
- PHP (only for legacy systems)

GIS & Spatial Technologies

- ESRI ArcGIS Enterprise (latest supported version)
- ESRI ArcGIS Pro (latest supported version)
- ESRI ArcGIS Online
- ESRI ArcGIS API for JavaScript & Python

Security & Networking

- Next-Gen Firewalls: Palo Alto
- Network Infrastructure: Extreme Networks (wired/wireless), Routing & Switching
- Load Balancing & WAF: F5 BIG-IP, Azure WAF, Cloudflare, Azure Front Door
- Vulnerability Management: Tenable Nessus, OpenVAS, Shodan
- Patch Management: Microsoft Endpoint Manager (Intune), WSUS, IBM BigFix/HCL
- SIEM: Splunk, Microsoft Sentinel, managed services
- Endpoint Security: Microsoft Defender for Endpoint
- Identity & Access: MFA, Conditional Access, Zero Trust Architecture

ERP & Enterprise Applications

- PeopleSoft HCM 9.2
- PeopleSoft FSCM 9.2
- PeopleTools 8.62+

Attachment B

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

Software Development

- ASP.NET Core (C#)
- JavaScript / TypeScript
- Python
- HTML5 / CSS3
- Modern Frameworks: React, Angular, Vue.js
- RESTful & GraphQL API Development

Database Design & Data Services

- Microsoft SQL Server
- Azure SQL Database
- MySQL / PostgreSQL
- Oracle Database
- ESRI Enterprise Geodatabase
- NoSQL (MongoDB, Cosmos DB)

Consulting Services

- Disaster Recovery & Business Continuity Planning
- Technical Requirements Gathering
- IT Strategic Planning & Roadmaps
- IT Governance & Compliance
- IT Project Management (Agile, PMI)
- Certified Project Management (PMP)
- Enterprise Architecture & Cloud Strategy
- PeopleSoft HCM & FSCM Consulting
- ESRI ArcGIS Enterprise Portal Design & Implementation

Server & Application Implementation

- Microsoft SharePoint Online & Hybrid
- Microsoft Project Online
- Microsoft SQL Server
- Microsoft Exchange Online (Cloud-first)
- Microsoft Windows Server (latest versions)
- VMware vSphere / vCenter
- ESRI ArcGIS Enterprise
- Apache HTTP Web Server (latest versions)

Training Services

- Microsoft 365 & SharePoint Online
- Microsoft Project Online
- Microsoft SQL Server
- Visual Studio / Visual Studio Code
- VMware vSphere
- ESRI ArcGIS (Online, Portal, Pro)
- Azure Fundamentals & Advanced Services
- Cybersecurity Awareness & Zero Trust Principles

Network Support Services

- F5 BIG-IP (Load Balancing, WAF), Azure Front Door, AWS WAF, Cloudflare, etc.
- Microsoft Active Directory / Entra ID
- Microsoft Windows Server
- VMware Infrastructure
- Network Architecture & Design (LAN/WAN/Wireless)
- SD-WAN & Network Segmentation

Information Security Services

- Policy Development & Review
- Security Planning & Risk Analysis
- Penetration Testing & Vulnerability Assessment
- Risk Management & Compliance (NIST, CIS, ISO 27001)
- Security Audits & Remediation
- End-User Security Training
- Zero Trust Architecture Design
- SIEM/SOAR Implementation (Microsoft Sentinel, Splunk)
- Endpoint Security & EDR/XDR Deployment

Enterprise DevOps & Cloud Services

- Cloud Architecture & Design (Azure, AWS)
- Code Deployment & CI/CD Pipelines
- Enterprise System Administration
- Version Control (GitHub, GitLab)
- Infrastructure as Code (IaC)
- Platform as a Service (PaaS)
- Software as a Service (SaaS)
- Infrastructure as a Service (IaaS)
- Containerization & Orchestration
- Automation & Configuration Management