



LEXINGTON

RFP-12-2026

Fastek (www.fastech1.com)

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Supplier Response

Event Information

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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.

Kevin Whaley

Signature

Submitted at 4/17/2026 02:18:58 PM (ET)

kwhaley@fastech1.com

Email

Response Attachments

FastekLexTechProposal_122026.pdf

This is our response. I had to retract the previous submission I made 5 minutes ago since the attachment wasn't there.
Thanks !



**FASTEK/MaxApex & Lexington-Fayette
Urban County Government
Information Technology Consulting and/or
Technical Services Proposal**

April 20th 2026



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1.0 Executive Summary and Proposal Overview

FASTEK Incorporated (www.fastekcloudsolutions.com), a Cloud Applications and Consulting Solutions provider is pleased to respond to this RFP #12-2026 Information Technology Consulting and/or Technical Services. FASTEK, located in Louisville, Ky, is a Tri-State Minority Supplier Development Council (TMSDC) Certified MBE, SBA 8(a) Certified, and has a depth of technical expertise among its Management Team and Consulting resources. In addition to Fastek's resources and capabilities, we have teamed with MaxApex, an international Cloud and Managed Services Provider, to provide the Lexington-Fayette Urban County Government (LFUCG) with the necessary skills and talent to enable LFUCG to achieve its stated IT Services goals:

- **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.**

We are beyond confident this combination of resources will meet and exceed the requirements described in RFP #12-2026 Information Technology Consulting and/or Technical Services. The combination of Fastek's Software development and Cloud Computing capabilities coupled with the expansive Cloud Hosting and Managed Services of MaxApex, we can deliver a 1st class suite of capabilities to enhance the LFUCG IT Technical Services. In this teaming arrangement, Fastek will serve as the Prime and MaxApex will be our Subcontractor.

Next, Section, 2.0 describes our Technical Approach, Section 3.0 lists relevant Past Performances, Section 4.0 identifies the Key Personnel that will support this effort, Section 5.0 directs you to our Pricing and Cost Model, Section 6.0 speaks to our Diversity Plan, and the Appendices list the requested Technological Inventory, Pricing Model, SaaS descriptions, and the requested Signed Forms.

We are excited to work with LFUCG and look forward to being your Technology Partner.



2.0 Technical Approach

2.1 Project Understanding

Given the goals stated in Section 1.0, it's our understanding that the LFCUG desires the assistance of qualified vendors to achieve said goals. The Technical Services Inventory that we intend to support is listed in Appendix A. How we plan to approach Software Development Services is listed in Section 2.2.1.

2.2 Fastek/MaxApex Proposed Solutions

The Fastek/MaxApex Team is proposing to assist the LFCUG in the areas noted in the Technology Inventory located in Appendix A and provide Software development Services. In summary, we're proposing to support the following:

- **Core Infrastructure,**
- **Cloud & DevOps,**
- **Database & Data Platforms,**
- **Application Development,**
- **Security & Networking**

Fastek, a Cloud Applications Solutions Provider has provided solutions since 2020. Fastek has designed, developed, and hosted SaaS Cloud Solutions and delivered Custom Cloud Applications on multiple platforms including AWS, Azure, Salesforce, and Oracle.

Partnering with MaxApex, Fastek has provided 2 SaaS applications, **MembersPro+ and ChurchPro+ (Appendix – C)**. These applications leverage Oracle's Apex development platform. In this arrangement, Fastek develops and maintains the Software and Server, and MaxApex manages and operates the Data Center.

In addition to the SaaS products, Fastek has provided consulting services to organizations such as Deloitte, JMA Family, Salesforce and several SaaS customers.

Fastek provided software development staff augmentation services to assist Fortune 500 Corporation, AT&T, in developing a state-of-the-art retail management system. During this project, we implemented an Agile Framework to implement a Software Development Life Cycle (SDLC) methodology. Salesforce was used as the Front-End UI, Mulesoft was the Middle-tier, and the backend consisted of SQL Server based Microservices.

Fastek supported JMA Family by providing Salesforce Admin and Application Support Services. The environment consisted of Cloud environments AWS, Azure, and Salesforce.

In addition to the aforementioned services, Fastek has worked with Salesforce to design and develop a SaaS application the is available for download from Salesforce's AppExchange.

We also designed and developed a ASP.NET based registration application to support the USA Gymnastics Trampoline & Tumbling registration and scoring.

Fastek’s Software development approach and processes are explained in Section 2.2.1.

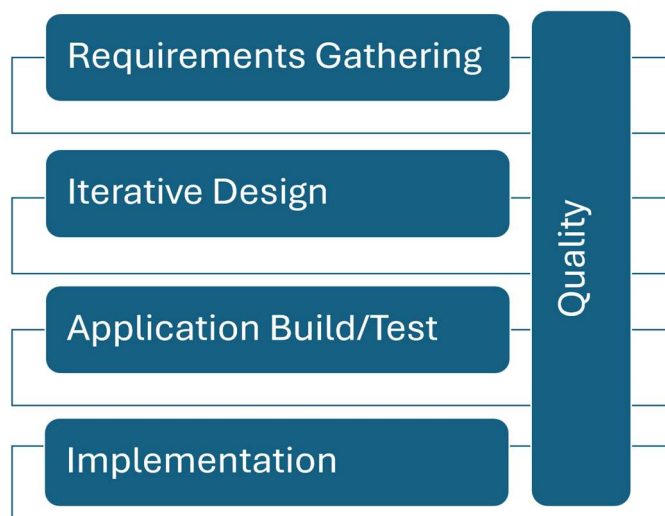
Established in 2008, MaxAPEX (ISO 27001:2022) is a Cloud Hosting Company providing diverse and customized hosting solutions for its clients. Originally established as an Oracle Apex Hosting Service, MaxApex (www.maxapex.com) has extended its offering to deliver Amazon Web Services (AWS), Microsoft Azure, and Oracle Cloud Infrastructure managed services. MaxAPEX’s expertise, commitment, and subsequent benefits for its clients enabled the hosting company to quickly expand its operations. MaxAPEX distinguishes itself through its commitment to reliability, ensuring 99% uptime, and providing 24/7 support to its customers. Today, MaxAPEX has an incredible clientele of hundreds of highly satisfied and growing businesses across 85+ countries.

2.2.1 Software Development Services

Fastek approaches software development projects by implementing a SDLC methodology. This Framework serves as the foundation of Governance and Quality throughout the duration of Software creation and maintenance. Our SDLC implementation consists of Quality Checks, Agile iteration, Sprint cadence, and DevOps. This proven process meets the following objectives:

- Ensure proper requirements have been identified and expectations have been set,
- LFCUG is constantly in the loop of communication and part of the iterative process,
- Implements a rigorous testing phase that confirms proper functionality prior to Production migration,
- Establishes a foundation for ongoing maintenance and Quality Control.

FASTEK SLDC Phases



As your Technical Partner, Fastek will implement a phased approach to execute the SDLC for optimal results. These phases are explained below:



Phase	Description
Requirements Gathering	FASTEK Project Manager and the identified Technical Resource(s) will work closely with LFUCG personnel to review and confirm design and functional requirements. This process concludes with a Requirements document identifying the aesthetic and functionality of the end product. This phase results in the following artifacts (Requirements Document, Requirements Traceability, Project Schedule). An appropriate Agile cadence will be identified for the life of the Task Order.
Iterative Design	FASTEK Technical Resource(s) will deliver Task Order status and prototypes to LFUCG personnel for review and creative feedback. FASTEK will iterate this process until LFUCG approves the prototype. This process will conclude with a review of the Prototype vs. the Requirements identified in the previous section.
Application Build/Test	FASTEK developers will develop the Application based on the approved prototype. As development progresses, we will engage LFUCG personnel at pre-defined checkpoints to review and confirm accurate progression.
Implementation	FASTEK personnel will migrate the Application from the development and testing environments to Production. The migration process will be aided by the most appropriate DevOps tools.

We will implement Quality Assurance throughout the SDLC process within each phase. Artificial Intelligence (AI) will be applied within the Application Build/Test Phase to expedite the Build process. AI will also be applied in other phases of the SDLC, were deemed appropriate, to expedite the process. In the spirit of quality, AI will be leveraged only as a supplemental tool. Our professionals are ultimately responsible for the end product.



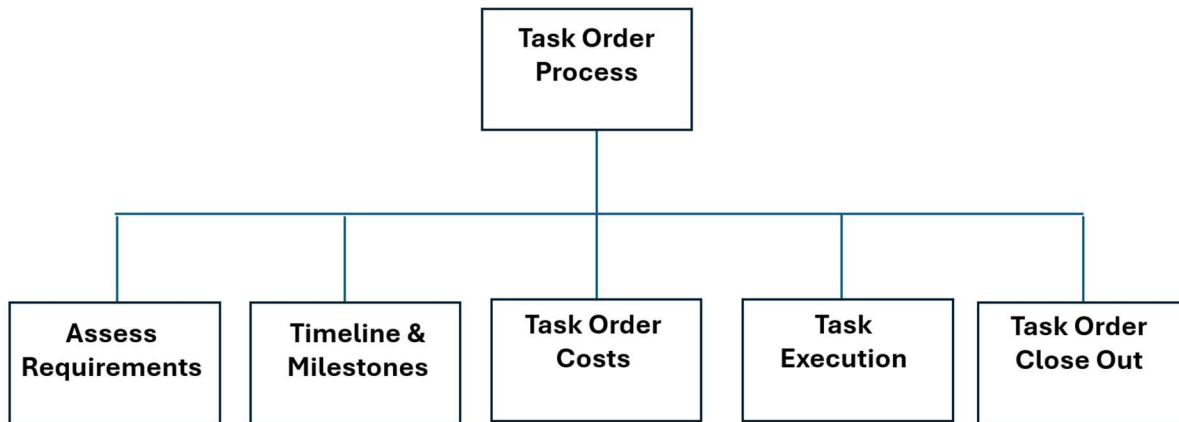
2.3 Security & Compliance

As a Cloud Applications Solution and Hosting Provider, Security is at the forefront of our solutions. Given the evolution of the cloud and the increase of bad actors, Security is necessary for any solution to be successful. Below is an explanation of how we implement Security in relation to the requirements of the LFCUG.

Security Feature	Description
Identity Access	IAM is a key component of maintaining a Secure Enterprise System. To accomplish Security Compliance relative Identity Access, we leverage Multi-Factor Authentication, Principle of Least Privilege, Role-Based Access, Single-Sign On, and Centralized Identity Management. We have used tools such as Active Directory, SailPoint, and ForgeRock, just to name a few to meet this objective.
End Point Security	To keep a secure technical infrastructure and eliminate intrusions from bad actors, we secure endpoints with Firewall configuration, whitelisting domains, and requiring Antivirus and Anti-Malware on end user systems.
Network Security	Network Security is at the core of any Enterprise System. Again, Firewall configuration, Intrusion Detection is at the forefront of the Security posture. When necessary, Virtual Private Networks (VPN) configuration to add an additional layer of Security, and ultimately, implementing a Zero Trust Architecture.
Monitoring & Response	We've implemented Security Information and Event Management Tools (SIEM). We've configured these tools to monitor, detect, log, and alert Security Personnel of potential harmful patterns and intrusion attempts. AI is also leveraged to assist in monitoring and detection.
Data Protection	Data Protection protects the most valuable asset of the Enterprise, data. We've configured Data Encryption, Masking, and Data Guarding Tools to deliver an optimal source of data. We respect PII and PHI by classifying data and restrict data access to the appropriate personnel. Data backup and restore is critical to the Enterprise. We implement Backup procedures and verify the backup processes by conducting formal tests. We have leverage tools such as CommVault to implement this functionality.
Vulnerability & Configuration Management	Managing vulnerability requires a proactive process. We've managed vulnerability by assessing the Risks of the infrastructure through scheduled Scans, Change Management processes, and controlled Configuration Management.

2.4 Engagement Model & Deliverables

Fastek/MaxApex will respond to Task Order requests from the LFCUG. Each request will be received and reviewed by the Project Manager assigned to the LFCUG Project. The Project Manager will discuss the requirement with the LFCUG contact and determine the following:



Item	Description
Assess Requirements	For each Task Order, we will assess the requirement to determine what skill set is required to meet and exceed the expectations of the LFCUG. We will also determine, with input from the LFCUG, if it requires an onsite or remote resource and the software and hardware requirements. Any security requirements will also be determined (i.e. Background checks for personnel and Security courses).
Prepare Timeline & Schedule	A Task Order Schedule will be produced with a timeline and critical milestones. This will be the basis for the Agile and Sprint cadence. The Project team and Sprint cadence will be defined.
Estimate Costs	A Task Order Cost Estimate will be produced to inform the LFCUG Personnel of the projected cost for the Task Order and approval.
Task Order Execution	Once the Task Order is approved, we will proceed with the execution of the Task while keeping the LFCUG Personnel informed . We will communicate progress through the Sprint cadence and make the LFCUG Personnel aware of any blockers or items that require immediate attention.
Task Order Close Out	At the completion of the Task Order, we will meet with the LFCUG Personnel to get sign-off of the completed Task and officially close out the Task Order. At this point, all the deliverables and documentation will be transferred to LFCUG.



3.0 Past Performances

Past Performance I	
Contractor/Subcontractor place of performance, CAGE Code and DUNS Number	Deloitte Corporation
Work Performed As	Subcontractor Prime was Deloitte
Contracting activity, and current address , Procuring Contracting Officer's name , email address , telephone and fax numbers	Larry Selvey Jr lselvey@deloitte.com
Technical representative/Contracting Officer's Representative (COR) , and current email address , telephone and fax numbers .	Arvind Thota arvindt@codeforce.com
Contract administration activity and the Administrative Contracting Officer's name , and current e-mail address , telephone and fax numbers .	Larry Selvey Jr lselvey@deloitte.com
Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers also.	ATT00287-01-01-01-0000=24
Contract Type (specific type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc)	Time & Material (Labor)
Awarded price/cost.	250K
Final or projected final price/cost.	250K
Original delivery schedule , including dates of start and completion of work.	01/2022 – 12/2022
Final or projected final, delivery schedule , including dates of start and completion of work.	01/2022 – 08/2023



Description/Performance (Complexity – High)	<p>Fastek performed Technical Architecture activities. Specifically, Fastek reviewed application requirements, and prepared Technical Solutions in the form of a Technical Design Documents (TDD). The TDD addressed each aspect of the application including the UI/UX, Integration, and Application Security.</p> <p>This effort was in support of a State-of-te-art Retail application for a Fortune 500 Client.</p>
Subcontracts	N/A
New Corporate Entities	N/A
Questionnaire Completed	2/19/2025

Past Performance II	
Contractor/Subcontractor place of performance, CAGE Code and DUNS Number	Beacon Hill Staffing Group, LLC
Work Performed As	Subcontractor Prime was Beacon Hill Staffing Group, LLC
Contracting activity, and current address, Procuring Contracting Officer's name, email address, telephone and fax numbers	Thomas Duffy tduffy@beaconhillstaffing.com
Technical representative/Contracting Officer's Representative (COR), and current email address, telephone and fax numbers.	Thomas Duffy tduffy@beaconhillstaffing.com
Contract administration activity and the Administrative Contracting Officer's name, and current e-mail address, telephone and fax numbers.	Thomas Duffy tduffy@beaconhillstaffing.com
Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers also.	3662396



Contract Type (specific type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc)	Time & Material (Labor)
Awarded price/cost.	140K
Final or projected final price/cost.	140K
Original delivery schedule , including dates of start and completion of work.	07/2024 – Present
Final or projected final, delivery schedule , including dates of start and completion of work.	07/2024 – 06/2025
Description/Performance (Complexity – Medium)	Fastek supported the JMA Family Corporation, located in Deerfield, FL by maintaining the AWS and Salesforce Platform. Services provided include Security enforcement consisting of configuring Event Monitoring, User Authentication/Authorization in Azure, and Certificate Maintenance. Fastek also contributed to the overall hardening of the Platforms Security posture by implementing specific configurations specific to Cross Site Scripting and Escaping UI/UX components.
Subcontracts	N/A
New Corporate Entities	N/A
Questionnaire Completed	2/19/2025



Past Performance III	
Contractor/Subcontractor place of performance, CAGE Code and DUNS Number	IBM Corporation
Work Performed As	Subcontractor Prime was IBM
Contracting activity, and current address, Procuring Contracting Officer's name, email address, telephone and fax numbers	Tom Baker (585) 227-0012
Technical representative/Contracting Officer's Representative (COR), and current email address, telephone and fax numbers.	Tom Baker (585) 227-0012
Contract administration activity and the Administrative Contracting Officer's name, and current e-mail address, telephone and fax numbers.	Tom Baker (585) 227-0012
Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers also.	
Contract Type (specific type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc)	Time & Material (Labor)
Awarded price/cost.	1M
Final or projected final price/cost.	1M
Original delivery schedule , including dates of start and completion of work.	01/2014 – 2/2025
Final or projected final, delivery schedule , including dates of start and completion of work.	01/2014 – 02/2025
Section II	



Description/Performance (Complexity – High)	IBM provides Ameriprise, one of the top financial companies in the world and a Fortune 500 company, information technology solutions through IBM Global Services. Ahieros provides technical support services for IBM for clients, Ameriprise, for various projects, including information technology auditing services. Working with AMPF and IBM Internal Audit personnel, Ahieros IT personnel performed several IT audits to assess compliance and prepared recommended actions to remediate non-compliant activities ensuring compliance of information security industry best practices including ISO 27002, PCI-DSS, SOX, etc. Ahieros personnel also aided in the design and deployment of several GRC tools and modules including RSA Archer, IBM OpenPages, and several other AMPF and IBM for IT auditing compliance.
Subcontracts	N/A
New Corporate Entities	N/A
Questionnaire Completed	2/19/2025

4.0 Key Personnel

FASTEK/MaxApex has a vast inventory of technical resources. Throughout the life of this Project, we will make available a select group of Key Personnel as Point of Contacts for LFCUG. Our Key Personnel will work closely with the LFCUG Team to identify and select the most appropriate resource to satisfy the Task Order.

Name	Role	Description
Kevin Whaley – 20 years Experience, Microsoft/Salesforce/Oracle. Kevin has multiple industry certifications and has architected and developed several enterprise solutions, including our SaaS offerings (MembersPro+, ChurchPro+) . Kevin has also configured and implemented solutions in various cloud platforms (i.e. AWS, Oracle, Salesforce).	Cloud Application Architect	Will provide high level insight and guidance to the overall implementation of each Task Order. Kevin will also provide leadership in the designing and development of Software development and DevOps Tasks. Kevin will be the Point-of-Contact (POC) for this Project.
Kaylah Whaley – Masters Degree in Computer Sc. with an emphasis in UI/UX. Kaylah has 6 years of Experience designing and developing enterprise solutions.	UI/UX Designer	Kaylah will provide leadership in the area of Software Development, primarily in the creation of UI/UX designs.
John Jordan – Has over 20 years of experience in the Cyber Security space. John is a Certified IT Executive, Program Manager, Enterprise Architect and Master Instructor with over 24 years of experience in project & risk design, deployment, management, & training. Expert in advanced IT infrastructure design & deployment, IT security, risks, governance and compliance.	Cyber Security Specialist	John will provide leadership in solutioning and implementing Cyber Security Tasks.



5.0 Price Model

See the attached spreadsheet for the Pricing Model. FASTEK/MaxApex Rates are based on Industry Standard rates with the appropriate adjusted Overhead and Profit. Our Rate Justification is listed as a tab on the spreadsheet.

LFCUG Cost Schedule									
				Holidays = .04					
				Vacation = .04					
				Total = .08					Total Rate
		Overhead Rate		Fringe (Benefits)	Payroll Tax	Ky. State Inc. Tax		Profit	Total Costs + Profit
		0.57		0.08	0.18	0.05		0.10	0.98
Role	Base Rate	Overhead Amount		Fringe Amount	Payroll Tax Amount			Profit Amount	
Software Architect	\$75.00	\$42.75		\$6.00	\$13.50	\$3.38		\$7.50	\$148.13
Software Engineer	\$63.50	\$36.20		\$5.08	\$11.43	\$2.86		\$6.35	\$125.41
QA Analyst/Tester	\$39.90	\$22.74		\$3.19	\$7.18	\$1.80		\$3.99	\$78.80
Tech Writer	\$39.00	\$22.23		\$3.12	\$7.02	\$1.76		\$3.90	\$77.03
DevOps Eng.	\$65.20	\$37.16		\$5.22	\$11.74	\$2.93		\$6.52	\$128.77
	\$27.00	\$15.39		\$2.16	\$4.86	\$1.22		\$2.70	\$53.33
Network Cloud Architect	\$76.80	\$43.78		\$6.14	\$13.82	\$3.46		\$7.68	\$151.68
Network Cloud Eng.	\$60.00	\$34.20		\$4.80	\$10.80	\$2.70		\$6.00	\$118.50
System Admin	\$44.00	\$25.08		\$3.52	\$7.92	\$1.98		\$4.40	\$86.90
Network Technician	\$34.00	\$19.38		\$34.00	\$6.12	\$1.53		\$3.40	\$98.43



6.0 Diversity Plan

As indicated in Section 1.0, Fastek has attained both MBE and a SBA 8(a) certifications. We are sensitive to the need to uplift historically underutilized segments of our community in the spirit of making our Country, USA, a better and more competitive Country. Consequently, we try to formulate mutually beneficial partnerships with minority owned, women owned, and veteran owned businesses as well as larger enterprises.

We maintain a mailing list of qualified minority owned, women owned, and veteran owned businesses that we reach out to regularly with newsletters and potential business opportunities.



Appendix – A (Technological Inventory/Capabilities)

TECHNOLOGIES	YEARS	EMPLOYEES
Core Infrastructure		
Microsoft Windows Server (2019, 2022, and latest GA release)	12	3
Microsoft Windows 10/11 Desktop	35	6
Microsoft 365 (Architecture, Design, Security & Compliance)	8	3
Microsoft Active Directory / Azure AD / Entra ID	12	2
Microsoft Exchange Online (Cloud-first; on-prem Exchange only if required)	6	2
Linux – Various modern distributions (RHEL, Ubuntu, SUSE)	100	16
Internet Information Services (IIS) (latest supported versions)	16	3
VMware vSphere / ESXi (latest versions)	6	2
VMware vCenter (latest versions)	6	2
F5 BIG-IP (Load Balancing, WAF, SSL Offload)	6	2
Cloud & DevOps		
Microsoft Azure Architecture & Design	4	2
Microsoft Azure IaaS / PaaS Services	6	2
Microsoft Azure VMs / Key Vault	4	2
Microsoft Azure DevOps (CI/CD, Pipelines)	6	2
Amazon Web Services (AWS) Architecture & DevOps	6	2
Infrastructure as Code (IaC)	6	2
Configuration Management: Ansible, Microsoft Configuration Manager (SCCM/MECM), Chef, Puppet, Vagrant, etc.	6	2
Containerization & Orchestration: Docker, Kubernetes (AKS/EKS)	10	3
Node.js (for modern web apps)	10	4
Modern CI/CD Tools: GitHub Actions, GitLab CI	10	3
Database & Data Platforms		
Microsoft SQL Server (2019 and latest GA release)	20	3
IBM Db2 (latest supported versions)		
Cloud Databases: Azure SQL Database, AWS RDS	16	3
NoSQL: MongoDB, Cosmos DB (if applicable)	2	1
Application Development		
Microsoft .NET 6+ / .NET Core (modern framework)	10	3
ASP.NET Core (for web apps)	20	3



Visual Studio / Visual Studio Code	25	5
Languages:		
C#	20	3
Python	10	3
JavaScript / TypeScript	20	5
HTML5 / CSS3	50	5
Frameworks & Libraries:		
React, Angular, Vue.js	15	3
jQuery (legacy support only)	10	2
APIs & Web Services: REST, GraphQL	30	3
PHP (only for legacy systems)	20	2
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	15	2
Load Balancing & WAF: F5 BIG-IP, Azure WAF, Cloudflare, Azure Front Door	10	1
Vulnerability Management: Tenable Nessus, OpenVAS, Shodan	4	1
Patch Management: Microsoft Endpoint Manager (Intune), WSUS, IBM BigFix/HCL		
SIEM: Splunk, Microsoft Sentinel, managed services	10	1
Endpoint Security: Microsoft Defender for Endpoint	10	1
Identity & Access: MFA, Conditional Access, Zero Trust Architecture	4	2
ERP & Enterprise Applications		
PeopleSoft HCM 9.2		
PeopleSoft FSCM 9.2		
PeopleTools 8.62+		



CONSULTING SERVICES	YEARS	EMPLOYEES
5.2 Software Development		
If proposing software development services, include:		
Application programming methodology	60	5
Development life cycle	60	5
Documentation standards	60	5
Secure development practices	40	5
Preferred stacks/frameworks and tooling	40	5
5.3 Additional Capabilities		
Below consist of the additional technologies, not listed in the Inventory, that we can deliver that may be of interest to the LFCUG:		
Oracle Database	30	5
Oracle Apex Development (Cloud & Mobile)	20	4
Salesforce Implementation/Consulting/Administration	20	2
Salesforce Software Development	20	2



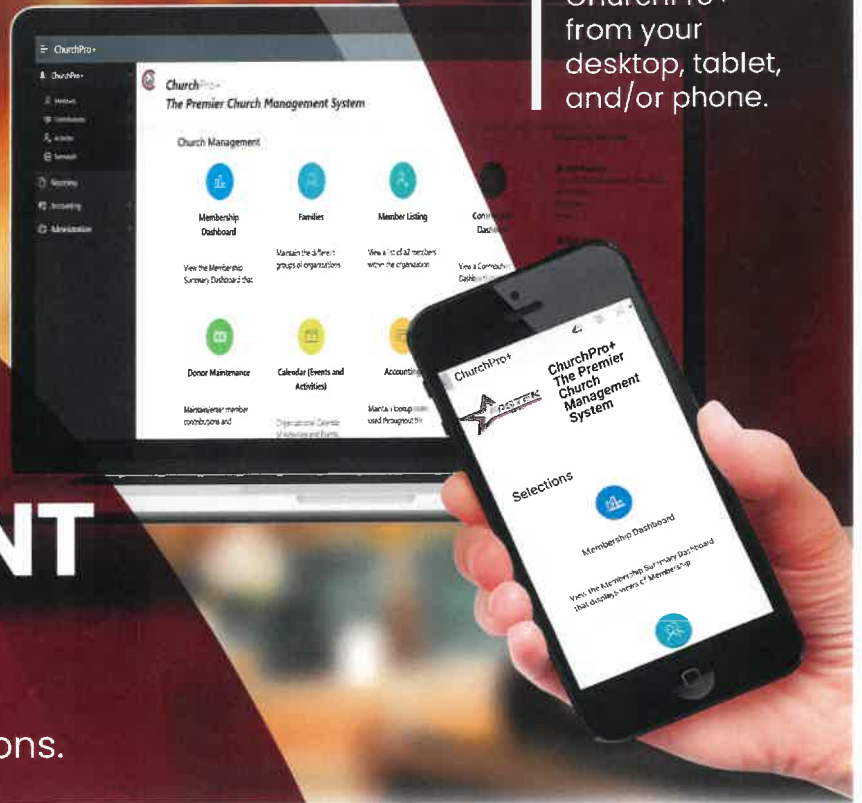
Appendix – B (Pricing Model)



Appendix – C (SaaS Products)



Access ChurchPro+ from your desktop, tablet, and/or phone.



MODERN CHURCH MANAGEMENT

Boost engagement, simplify accounting, and track contributions.

FEATURES

- * A subscription, cloud-based solution (no local network setup or maintenance)
- * Create a new membership of families and members and/or migrate an existing membership to churchpro+
- * Create custom email templates and generate email and text messages (SMS/MMS) to specific groups or all members
- * View membership and contribution dashboards for a quick view of your religious organization
- * Create unlimited calendars for users and events
- * Assign unlimited members to church activities
- * Send email notifications to activity team members
- * Budget and track activity expenses
- * Record contributions per member and roll up totals per member and family
- * Create year-end, quarterly, and contribution statements for members
- * Contains a fund accounting system for tracking financial transactions per fund
- * Create budgets, per fund, using the budget worksheet functionality
- * Create budget comparisons, trial balances, balance sheets, income statements, transaction reports, and other membership and financial reports.
- * **Event management**
- * **AI sermon creation**

SOLUTIONS START AT

\$34.99/MTH

Inquire about our Affiliate Program!

✉ fastech@fastech.com

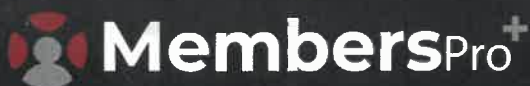


www.churchproplus.com
www.fastekproducts.com

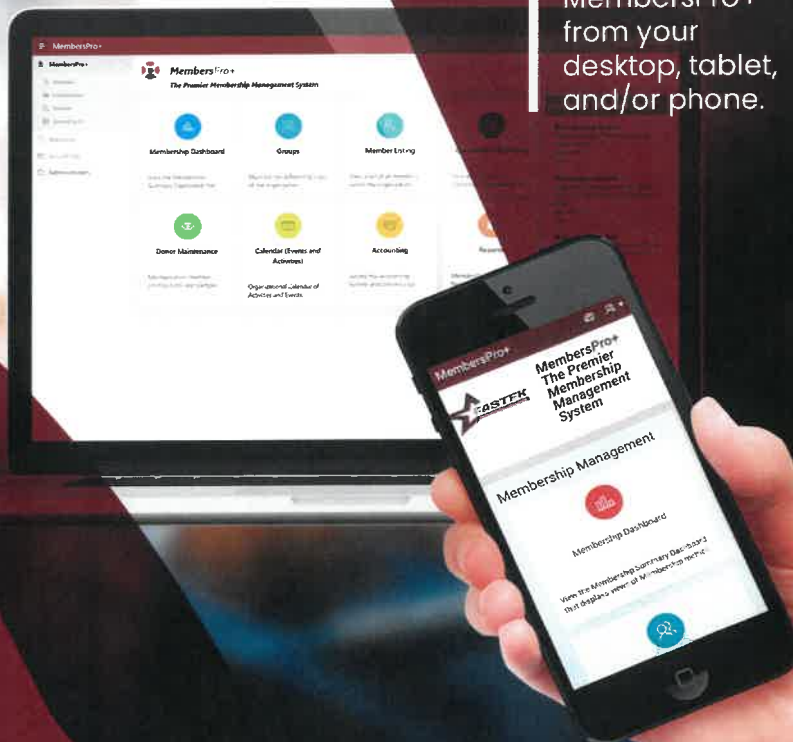
GET YOUR CHURCH STARTED TODAY!

Built with ❤️ using ORACLE





Access MembersPro+ from your desktop, tablet, and/or phone.



INNOVATIVE MEMBERSHIP MANAGEMENT

Leverage Generative AI, Automate Member Processes, and Communicate with Ease.

FEATURES

- * Subscription, cloud-based solution (no network or maintenance fees)
- * Unlimited user accounts
- * Unlimited groups and members
- * Members portal
- * Email and/or text (SMS/MMS) members or groups
- * Create email templates that merge with membership data
- * Automate campaigns and routine communications
- * Membership payment processing
- * Donor contributions and tracking
- * Event planning/registration/ticketing
- * Generative AI
- * Online onboarding training
- * Activities/task tracking
- * Unlimited calendars
- * Fund accounting and financial reporting
- * Free data migration (depending on the amount of data)
- * REST integrations to external systems

SOLUTIONS START AT

\$34.99/MTH

Inquire about our Affiliate Program!

Excellent for non-profits and membership-based organizations.

Built with ❤️ using **ORACLE**

✉ fastech@fastech1.com
 🌐 www.membersproplus.com
www.fastekproducts.com

GET YOUR ORGANIZATION STARTED TODAY!





Appendix – D (Signed Documents)

AFFIDAVIT

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

1. His/her name is Kevin Whaley and he/she is the individual submitting the proposal or is the authorized representative of FASTEK, 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.

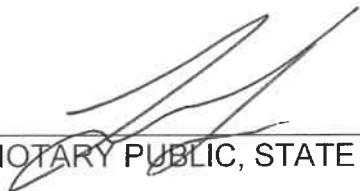
Further, Affiant sayeth naught.



STATE OF KENTUCKY
COUNTY OF JEFFERSON

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Jose Silguero Guerrero on this the 17 day
of April, 2026.

My Commission expires: January 17, 2028



NOTARY PUBLIC, STATE AT LARGE



JOSE D. SILGUERO GUERRERO
Notary Public, Kentucky
State At Large
My Commission Expires
January 17, 2028
Notary ID # KYNP84803

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.

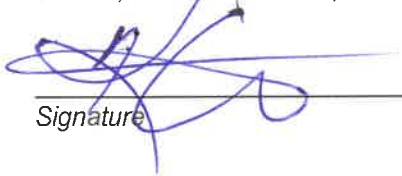
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of 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

FASTEK
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: FASTEK

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	1		1															1
Professionals	1					1												1
Superintendents																		
Supervisors	1					1												1
Foremen																		
Technicians																		
Protective Service																		
Para-Professionals																		
Office/Clerical	1		1															1
Skilled Craft																		
Service/Maintenance																		
Total:	4		2			2												4

Prepared by: Kevin Whaley/CEO

Date: 04 / 17 / 26

(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: FASTEK

Complete Address: 5518 Grey Hawk Cr Louisville, Ky. 40219
Street City Zip

Contact Name: Kevin Whaley Title: CEO/CTO

Telephone Number: 865.805.1644 Fax Number: _____

Email address: kwhaley@fastech1.com



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference #12-2026

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. FASTEK (Prime)	MBE	Software Development	TBD	50%+
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.

FASTEK
Company

Kevin Whaley
Company Representative

4/17/2026
Date

CEO
Title



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	N/A	N/A	N/A	N/A	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.

FASTEK
Company

Kevin Whaley
Company Representative

4/17/2026
Date

CEO
Title

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

Proposer Name:	<u>FASTEK</u>	Date:	<u>4/17/2026</u>
Project Name:	<u>IT Services</u>	Project Number:	<u>12-2026</u>
Contact Name:	<u>Kevin Whaley</u>	Telephone:	<u>865.805.1644</u>
Email:	<u>kwhaley@fastech1.com</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.

Click or tap here to enter 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. [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.

FASTEK
Company
4/17/2026
Date

Kevin Whaley
Company Representative
CEO
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

4/17/2026
Date