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Lexington-Fayette Urban County Government

Technology Consulting and Technical Services RFP # 5-2021

March 25, 2021



Contact for RFP Response: Ellen Anderson

Government Contract and Proposal Manager eanderson@securanceconsulting.com P: 877.578.0215 ext. 115

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This proposal contains confidential material proprietary to Securance Consulting. The material, ideas, and concepts contained herein are to be used solely and exclusively to evaluate the capabilities of Securance Consulting to provide assistance to Lexington-Fayette Urban County Government (LFUCG). This proposal does not constitute an agreement between Securance Consulting and LFUCG. Any services Securance Consulting may provide to LFUCG will be governed by the terms of a separate written agreement signed by both parties. All offers to provide professional services are valid for sixty (60) days.



March 25, 2021

Todd Slatin, Director Division of Central Purchasing Lexington-Fayette Urban County Government Room 338 Government Center 200 East Main Street Lexington, KY 40507

Dear Mr. Slatin:

Thank you for considering Securance Consulting for ongoing information security services under this master services agreement (MSA) for Lexington-Fayette Urban County Government (LFUCG). We have extensive experience performing IT risk assessments and IT audits for other Kentucky municipal governments. By working with Securance, LFUCG will gain a partner that can provide valuable insight into the status of its cybersecurity posture and industry-best recommendations to ensure sustained value and improvement from each information security engagement we perform.

Over the course of the MSA, LFUCG can expect the Securance team to:

- » Fully understand LFUCG's objectives for each scope of work (SOW) we bid on
- » Complete projects on time and on budget
- » Leverage its years of knowledge of municipal government clients and experience performing a variety of information security assessments for similar organizations, including

Case studies for these projects begin on page 7.

- » Develop an approach to each engagement that is tailored to LFUCG's specific technology environment and scheduling needs
- » Deliver high-quality reports containing actionable recommendations to improve LFUCG's security posture

Securance's knowledge of and experience with conducting information security assessments and cybersecurity technical testing is unmatched. We will bring enterprise cybersecurity expertise and knowledge of multiple client IT environments to each engagement. Thank you for including Securance in your evaluation process. If you have any questions upon reviewing our proposal, please do not hesitate to contact me.

Professional regards,

Paul Ashe, CPA, CISA, CISSP, HCISPP President



COMPANY INFORMATION

1. Company name and address:

Securance LLC, 13904 Monroes Business Park, Tampa, FL 33635

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

Securance does not partner with any technology and | or consulting firms.

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

We include resumes for our team's key personel and as-needed consultants on pages 2–6.

a. Location of staff:

Our headquarters are in Tampa, FL, but we have 32 W-2 senior IT security consultants located throughout the country.

b. Hourly rate of pay:

\$124

c. Travel and living expenses per week:

No additional fees will be charged for travel and living expenses.

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

We do not sub-contract any of our services. All of our consultants are W-2 employees.

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

We have been providing technology and consulting services for more than 19 years.

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

Securance has provided reference information for the

in our Related Experience on pages 7-8.

CONFIDENTIAL

Consultant Resumes — Key Personnel



Paul has provided hands-on project management to lead Securance engagements for almost 20 years. A former IT consultant for Ernst & Young, Paul has leveraged his knowledge and experience into an effective, time- and budget-conscious project management style. He conducts information security assessments, cybersecurity reviews, and technologyspecific vulnerability and penetration tests for clients in every industry and is an expert in implementing and assessing security frameworks.

EDUCATION

Master of Science Accounting Information Systems

Bachelor of Science Accounting and Management Information Systems

Paul Ashe

20 Years' Experience

President and Engagement Manager Securance Consulting

CERTIFICATIONS



RELEVANT EXPERIENCE

- » Cybersecurity policy and procedure development
- » Disaster recovery planning
- » Enterprise application testing
- » Information security audits
- » IT governance
- » IT infrastructure assessments
- » IT project management
- » IT security audits
- » IT strategic planning

- » NIST, ISO, HIPAA, and PCI compliance
- » Risk management assessment and threat analysis
- » Security and privacy controls
- » Social engineering
- » Vulnerability assessment and penetration testing
- » Web application testing
- » Wireless network assessments

Consultant Resumes — Key Personnel



Chris is an expert in information security and risk assessment management, from best practice control frameworks to cloud security assessments and international, federal, state, and industry-specific security regulations. With more than 30 years of IT experience, Chris' expertise in improving IT processes, evaluating application security, assessing and remediating potential threats, and resolving issues caused by internal and external cyber attacks, has benefited numerous city and state government entities.

EDUCATION

Master of Science

Management Information Systems

Bachelor of Science Computer Science for Business

Chris Bunn

30 Years' Experience

Practice Director and Senior IT Security Consultant Securance Consulting

CERTIFICATIONS



RELEVANT EXPERIENCE

- » Application and database security » NIST, ISO, HIPAA, and PCI
- » Cybersecurity policy and procedure development
- » Disaster recovery planning
- » End-User cybersecurity training
- » IT governance
- » IT infrastructure assessments
- » IT process design
- » IT strategic planning

- » NIST, ISO, HIPAA, and PC compliance
 - » Risk management and assessment
 - » Security and privacy control design and implementation
 - » Vulnerability assessment and penetration testing
 - » Web application testing
 - » Wireless network assessments



Consultant Resumes — Key Personnel



Ray, a retired Commander and Special Operations Officer for the U.S. Navy, specializes in analyzing organizational security needs, assessing existing security posture, and implementing plans to mitigate risks to an acceptable level. He is expert at performing technical security and compliance audits and has developed remediation plans for county and municipal governments across the country. Ray has the ability to translate highly technical topics into plain language.

EDUCATION

Bachelor of Science Accounting

Ray Resnick

20 Years' Experience

Senior IT Security Consultant Securance Consulting

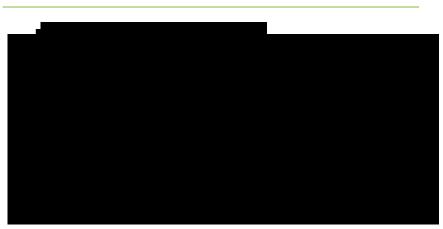
CERTIFICATIONS



RELEVANT EXPERIENCE

- » Automated and manual penetration testing
- » Enterprise application testing
- » Database security
- » Disaster recovery | business continuity planning
- » Firewall configuration reviews
- » ICS and SCADA security and compliance

- » IT strategic planning
- » Risk and threat analysis
- » Social engineering
- » Virtual Private Network (VPN) configuration analysis
- » Vulnerability assessments
- » Web application testing
- » Wireless network assessments



Consultant Resumes — Additional Resources



Parves has 10 years' experience in IT security operations, vulnerability and penetration testing, and the implementation, integration, and operation of security technologies, such as SIEM, DLP, intrusion detection and prevention systems (IDS | IPS), network analysis, anti-virus and anti-malware, and endpoint protection solutions. He has spent the last year working as a consultant for the

on behalf of Securance.

EDUCATION

Master of Science

Bachelor of Science Computer Security and Forensics

Parves Kamal

10 Years' Experience

Senior IT Security Consultant Securance Consulting

CERTIFICATIONS



RELEVANT EXPERIENCE

- » Disaster recovery | business continuity planning
- » Integrating knowledge of current and emerging threats into network and application architecture
- » Identification, analysis, and reporting of security vulnerabilities
- » Penetration testing of Internet-facing networks and applications
- » Planning, developing, implementing, monitoring and updating SIEM and other technical security solutions
- » Requirements gathering
- » Threat intelligence gathering and active threat response
- » Web and mobile application-specific security assessments



Consultant Resumes — Additional Resources



Ibrahim is a cybersecurity specialist with expertise in current and emerging cyber threats, vulnerabilities, and attack scenarios. His skill set includes vulnerability analysis, incident response, and SOC monitoring.

EDUCATION

Bachelor of Science IT Management

Associate's Degree

Applied Science and Network Administration

Ibrahim Badrawi 13 Years' IT Experience

Senior IT Security Consultant Securance Consulting

CERTIFICATIONS



RELEVANT EXPERIENCE

- » Cyber threat intelligence (Kill Chain and Diamond models)
- » Cybersecurity triage, analysis, and response
- » Network security
- » Vulnerability assessments and penetration tests
- » SIEM management and monitoring

Reference | Related Experience Description

Securance has performed thousands of cybersecurity assessments over the past 19 years, including numerous evaluations of IT risk, penetration testing, and technology-specific reviews for municipal government across the United States. Following are examples of two recent projects Securance successfully performed that are similar in scope to the work that may be requested by LFUCG under the MSA.



Reference | Related Experience Description

CASE STUDY **IT Audit Co-Sourcing Client Objectives Client Name:** needed a vendor to perform a variety of technology assessments, tests, and audits, including: Technology-specific IT risk assessments Securance Team: Multiple IT process audits, including a user provisioning audit, Paul Ashe data and system backup audits, firewall configuration reviews, Ray Resnick enterprise application assessments, and network security reviews Chris Bunn **Securance Solution Project Duration:** For each engagement, the Securance team: Multi-Year Performed the requested risk assessment and detailed Client for 17 years assessment of the department's Most recent work in 2020 adherence to its internal policies and procedures Interviewed IT staff and management Used commercial security tools and manual testing procedures Reviewed select device configurations Conducted comprehensive testing of the target IT process or technology being audited Implementation of a cybersecurity program **QUANTIFIABLE** VALUE Significant reduction in identified Redesign of several IT processes to technical threats across the incorporate best practice controls environment (i.e., database, web

from NIST, CSC 20, and COBIT frameworks

• 8 Lexington-Fayette Urban County Government | RFP #5-2021 Information Technology Consulting and Technical Services

application, server, and network

device vulnerabilities)

Reference	Official Letter of Recommendation	



APPROACH AND PROCESS

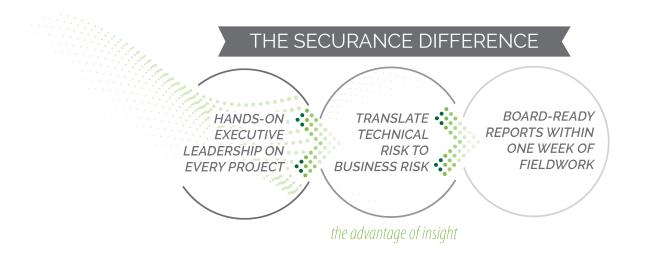
Communication Every Step of the Way

Securance will respond rapidly with a quote to any IT or cybersecurity consulting scope of work issued under this MSA. Our competive pricing and thorough project planning will be showcased in our response.

Upon selection and before going on site, Securance will hold a kick-off meeting with appropriate LFUCG management and | or staff. During the meeting we will introduce our project team and work with LFUCG to define the project scope, objectives, timeline, and deliverables. We will establish the frequency of meetings and project status updates, who the key stakeholders are, and set protocols for communication between Securance and LFUCG. We will also review the client assistance request, a memo listing all documentation (e.g., network and system diagrams, policies and procedures, prior penetration testing reports) and interviews required to complete the assessment.

Engagement manager, Paul Ashe, will be LFUCG's main point of contact throughout the duration of the contract. All Securance senior IT consultants will report to Paul, who will communicate all project updates, concerns, and | or other matters to LFUCG's project manager. Paul will be available to answer any questions LFUCG has before, during, and after each project.

Reporting is also a collaborative effort. After testing is completed for each engagement, we will draft a boardready management report for LFUCG's review and then incorporate any feedback from LFUCG's stakeholders in the final report. Meetings to review the draft reports can be held via phone or web conference.



On the following pages you will find a complete services menu that details our consulting capabilities. Additionally, in the Appendix, we have included technical methodologies for the information security services that we believe are most relevant to LFUCG's Attachment B. We will gladly provide additional methodologies upon request.

Description of Potential Services Under MSA

Securance is a multi-faceted cybersecurity firm with extensive expertise in a multitude of security services, all listed below.



Compliance

Securance's consultants are experts in assessing compliance with a multitude of international, federal, state local, and industry-specific security regulations, including, America's Water Infrastructure Act of 2018 (AWIA), the Criminal Justice Information Services (CJIS), Cybersecurity Maturity Model Certification (CMMC), the Health Insurance Portability and Accountability Act (HIPAA), North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) Regualtions, the National Institute of Standards and Technology (NIST) framework, and the Payment Card Industry Data Security Standard (PCI DSS).



Cybersecurity as a Service (CSaaS) combines five essential cybersecurity services for a single reduced price. The CSaaS bundle can be customized, but our standard package includes an external network vulnerability assessment, a firewall configuration review, social engineering, a privileged-user review, and a user-provisioning review of one critical enterprise application.

Cybersecurity Assessments



- Active Directory Configuration Assessments review the security of directory services across all users, and assets to decrease the likelihood of abuse and privilege escalation.
 - InTune Configuration Assessments examine Microsoft InTune instances to ensure the configuration settings of all device policies are set up securely, support productivity, and specify authorized and unauthorized access.
- Advanced Persistent Threat (APT) testing provides an ongoing threat assessment over an extended period to uncover an environment's weakest points, determine the extent to which those points can be exploited, and reveal how long an attack can linger without detection.
- Application Security Assessments focus on identifying, assessing, mitigating, and | or preventing application security defects, vulnerabilities, and threats.
- Core Router | Switch Configuration Assessments ensure that network devices are correctly configured to maintain a secure network devoid of infrastructural gaps.
- Database Security Assessments include reviews of database servers and operating system (OS) configurations and IT general controls that support the database environment.
- External | Internal | WiFi | Industrial Control System (ICS) Network Vulnerability Assessments and Penetration Testing is aligned with industry-leading frameworks, such as NIST SP 800-115, NIST SP 800-82, Information Systems Security Assessment Framework (ISSAF), Open Source Security Testing Methodology Manual (OSSTMM), and Open Web Application Security Project (OWASP). Our advanced penetration methodology relies on standard automated tools, such as Core Impact, Metasploit, and Canvas, as well as manual procedures to find vulnerabilities missed by the automated tools and to identify false positives.
- Firewall Configuration Assessments ensure that configurations align with an organization's network environment and security goals.

Description of Potential Services Under MSA

Cybersecurity Assessments (continued)

- Incident Response Management Services assist an organization at every stage of a cyber event, from preparation, to identification, containment, eradication, recovery, incident review, and lessons learned.
- Intrusion Detection System (IDS) | Intrusion Prevention System (IPS) Configuration Assessments evaluate detection capabilities and the actions taken when a malicious event is detected. We also assess the design and operating effectiveness of the change management, logical user access, and patch management processes.
- Mobile Application Assessment Services probe for weaknesses within target web applications launched on iOS and Android devices, including jail-broken devices. We will contrast target mobile application performance against the OWASP Mobile Top 10.
- Network Architecture Reviews take into account an organization's security, performance, and hardware and application requirements. Once we understand these, we weigh the pros and cons of each design principle against the overall architectural goals and offer informed recommendations.
- OS Configuration Assessments compare the OS configuration to CIS and DISG standards. We also review IT general controls that support the server environment.
- Ransomware Readiness Assessments review anti-malware and ransomware prevention technologies, analyzing the configuration of user workstations, and scanning the internal network. We will attempt to download ransomware on a workstation, test the logging and monitoring mechanisms, and compare incident response and system recovery policies, procedures, and failsafes to industry best practices.
- Red Team Testing targets an organization's network without knowledge of its infrastructure or protections, just as a true attacker would. Attack surfaces, such as internal | external networks, web | enterprise applications, wireless networks, social engineering, and physical security, are predefined in the statement of work and rules of engagement.
- Risk Assessments identify, quantify, and prioritze IT risks, before they turn into business risks. We determine which assets are at risk, the criticality of each risk, to what extent they are vulnerable, and how critical the risks are. Then, we provide recommendations to mitigate risks before they affect business operations.
- Securance Proprietary Risk Assessments leverage our internally developed software to produce a multi-year IT audit plan based on the results of an opinion-based risk assessment.
- Social Engineering activities include remote and on-site testing, depending on the scope of the engagement. We offere email phishing, spear phising, whaling, and or physical security assessments, such as tailgating, workspace observance, and workstation inactivity access.
- Web Application Security Assessments follow the OWASP Top 10 and identify vulnerabilities at the application, database, operating system, and API layers.

Description of Potential Services Under MSA



IT Governance

Securance will assess IT policies, procedures, and processes against industry standard frameworks and help you integrate business objectives with the challenges, costs, and risks faced by IT.



General Controls Assessments

IT general controls are the foundation of an IT organization and ensure the integrity of data and processes supporting systems. Securance will verify that your controls are well-designed, operate effectively, and align with industry standards, such as International Organization for Standardization (ISO) 27001, Control Objectives for Information and Related Technologies (COBIT) 5, Center for Internet Security (CIS) 20, the NIST Cybersecurity Framework (CSF), and NIST SP 800-53.



Virtual Chief Information Offficer (VCISO) Services

Securance provides executive-level advisory services and cybersecurity leadership at a fraction of the cost of a full-time, in-house CISO. Your vCISO will participate in executive and IT steering committee meetings, lead governance, risk, and compliance functions, oversee vulnerability and incident management, and conduct annual security testing.

Response to Attachment A

Attachment A

Attachment A contains a list of the technologies used by the Lexington-Fayette Urban County Government. Please enter the average experience (years) of qualified employees who may provide IT services in the Experience column. You may enter the number of employees the average applies to, e.g. "5 years, 3 employees". The Comments column should be used to provide LFUCG with information that should be considered during the vendor selection process.

Technology	Experience	Comments
Microsoft Windows Server (2012, 2016) and		These technologies are not applicabe to
the latest generally available release (currently		the Information Security Service's category to which Securance is responding. (Same
Windows Server Version 2019)		rationale for all other "NA.")
Microsoft Windows 8, 10 Desktop		NA
Microsoft 365, Architecture and Design		NA
Microsoft PowerShell		NA
Microsoft Active Directory		NA
Microsoft Exchange 2016, 2019		NA
AIX versions 5.x, 6.x, 7.x, 8.x, 9.x		NA
Linux – Various Distributions		NA
IBM i Operating System		NA
IBM i5/OS2 Operating System		NA
Internet Information Server (IIS)		NA
F5 BigIP		NA
VMware VirtualCenter		NA
VMware ESXi		NA
Microsoft Access		NA
Microsoft SQL Server (2012 – 2019)		NA
IBM DB/2 Database		NA
SharePoint Services (on premise and cloud)		NA
Microsoft .NET Framework 3+		NA
ESRI ArcGIS Enterprise (10.8.1 +)		NA
ESRI ArcGIS Desktop – ArcMap (10.8.1 +)		NA
ESRI ArcGIS Desktop – ArcGis Pro (2.6 +)		NA
ESRI ArcGIS Online		NA
ESRI ArcGIS API for Javascript		NA
ESRI ArcGIS API for Python		NA
Visual Studio		NA
VBA		NA
Python		NA
JavaScript		NA
HTML5		NA
C#		NA
C++		NA
Ruby		NA

Response to Attachment A (continued)

Technology	Experience	Comments
Ruby on Rails		NA
Visual Basic 6.0		NA
ASP.NET		NA
VB.NET		NA
jQuery		NA
Web Services		NA
PHP Development		NA
Apache HTTP Web Server		NA
RPG Freeform		NA
BCD Presto		NA
ADO		NA
Moodle		NA
AJAX		NA
Node.js		NA
Chef, Puppet, Troposphere		NA
Amazon Web Services (AWS) Architecture		NA
Amazon Web Services (AWS) DevOps		NA
Microsoft Azure Architecture		NA
Microsoft Azure DevOps		NA
Palo Alto Firewalls	12 years, five employees	PA Firewalls were not available for public use prior to 200
Splunk		NA
Extreme Networks – wired and wireless		NA
Switching & Routing (SPBm)		NA
Vulnerability Scanning (Nessus)	17 years, five employees	Nessus was not available on the market until 1998
Patch Management	18 years, five employees	
IBM BigFix/HCL		NA
PeopleSoft HCM 9.2, PUM 36 and higher		NA
PeopleSoft FSCM 9.2, PUM 37 and higher		NA
PeopleTools 8.57.11		NA



COST OF SERVICES

Hourly Rate

Securance's cost proposal is based on an hourly rate of \$124 inclusive of labor, system licenses, and other reimbursable expenses. The hourly rate applies to **all tasks and personnel resources** required to complete projects under this MSA. When providing quotes to specific SOWs issued under the agreement, our quoted-hours will be based on client-provided information and nearly twenty years' experience providing cybersecurity services. All consulting engagements will be billed at the same hourly rate.

Completed Attachement B

Service		Rate	Notes
Software Development	ASP.NET C# JavaScript Ruby Ruby on Rails C++ HTML5 VB.NET Python Visual Basic 6.0 ESRI ArcGIS ADO 2.X + Web Services Microsoft Access RPG Freeform BCD Presto jQuery	NA	Not applicabe to the Information Security Services category to which Securance is responding. (Same rationale for all other "NA."
Database Design	SQL Server SQL Server Express MySQL ESRI Enterprise Geodatabase Oracle	NA	
Consulting	Disaster Recovery/Bus Continuity Technical Requirements Gathering IT Strategic Planning IT Governance IT Project Management Certified Project Management (PMP) Network Technologies Software Development PeopleSoft HCM (9.2) PeopleSoft FSCM (9.2) ESRI ArcGIS Enterprise Portal Requirements and Design	NA	

Cost of Services

Completed Attachement B (continued)

Service		Rate	Notes
Server Application Implementation	Microsoft SharePoint Microsoft Project Server Microsoft SQL Server Microsoft Exchange Microsoft Windows VMware Virtual Center VMware ESX ESRI ArcGIS Enterprise Apache HTTP Web Server	NA	
Training	Microsoft SharePoint Microsoft Project Server Microsoft SQL Server Visual Studio Team Suite Visual Studio 2008 VMware ESRI ArcGIS (Online, Portal & Pro)	NA	
Network Support	F5 BigIP Microsoft Active Directory Microsoft Windows VMware	NA	
Information Security	Policy Development and Review Planning and Analysis Penetration Testing Vulnerability Testing Risk Management Assessment Info Security Audit and Compliance Info Security Remediation Info Security End-User Training	\$124 per hour	To assist in your evaluation, we've included a list of our complete services menu on pages 11–13, and provide several sample methodologies in the appendix, pages 29–33.
Enterprise DevOps & "Cloud"	Cloud Architecture and Design Code Deployment and Maintenance Enterprise System Administration Version Control Infrastructure as Code (IaC) Platform as a Service (Paas) Software as a Service (SaaS) Infrastructure as a Service (IaaS)	NA	

MWDBE PARTICIPATION FORM



LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference #__5-2021

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

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. *Securance LLC.	Information security consulting services	To be determined	100% of the work awarded will be performed by Securance LLC
2.			
3.			
4.			

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

Company

Paul Ashe

Company Representative

03/17/2021

President

Date

Title

*Securance LLC is an MWDBE. Upon notice of contract award, Securance will register with appropriate local | state agencies to achieve MWDBE recognition in Kentucky.

Securance LLC is not a veteran-owned small business, however, Securance employs a number of veterans. We make every effort to include veterans in our hiring process. Securance will strive to meet any participation requirements LFUCG has for this contract.

Securance Consulting



Completed Workforce Analysis Form

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Completed Equal Opportunity Agreement Form

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

Signature

Securance LLC

Name of Business

Completed Affidavit

AFFIDAVIT

Comes the Affiant, <u>Securance LLC</u>, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is <u>Paul Ashe</u> and he/she is the individual submitting the proposal or is the authorized representative of <u>Securance LLC</u>, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

Completed Affidavit

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

Further, Affiant sayeth naught.

COUNTY OF Hillsborough

The foregoing instrument was subscribed, sworn to and acknowledged before me by $\frac{Paul Ashe}{11}$ on this the $\frac{11}{12}$ day of $\frac{Paul Ashe}{12}$, $20\frac{21}{2}$

My Commission expires: 10/30/2022

CYNDI SCHAEFER State of Florida-Notary Public Commission # GG 263190 My Commission Expires October 30, 2022

NOTARY PUBLIC, STATE AT LARGE

Completed General Provisions

GENERAL PROVISIONS

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

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

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

Completed General Provisions

- 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

Completed General Provisions

	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, safely 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,

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

Completed General Provisions

right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

- 15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
- 16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
- 19. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion,

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to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

20. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

03/18/2021

Date





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