



**APAX SOFTWARE**

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

### **RFP #13-2016 Information Technology Consulting and Technical Services**

#### **APAX Software Development, LLC**

*This document describes the qualifications and services  
that APAX can perform for the Lexington-Fayette Urban  
County Government*

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DATE: 4/26/2016

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## Privacy Information

This document may contain information of a sensitive nature. This information should not be given to persons other than those who are involved in the project or who will become involved during the lifecycle

## Version History

REVISION CHART			
Version	Author(s)	Description of Version	Date Completed
1.0	Keith Kurzendoefer	Original Submission	4/27/2016

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# Table of Contents

<b>Executive Summary &amp; Proposal Overview</b>	<b>4</b>
<b>1 Company Background</b>	<b>5</b>
1.1 The Awesome Inc Network	5
1.2 Our Core Values	5
1.3 APAX Software Company History / Background	6
1.4 Key Project Team Members	7
<b>2 Our Services</b>	<b>9</b>
2.1 Full Stack Web App Development	9
2.2 Mobile Application Development	9
2.3 Software Consulting	9
2.4 Graphic Design	9
<b>3 Cost of Services</b>	<b>10</b>
<b>4 Qualification</b>	<b>11</b>
4.2 Client Showcase	11
4.3 Client References	12
<b>5 Attachments</b>	<b>14</b>

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## Executive Summary & Proposal Overview

APAX has been providing software development services to the Lexington-Fayette Urban County Government for several years. Our company was founded in 2005 shortly after the founders graduated from UK, and most of our existing employees are located in Lexington. We strongly value our relationship with the Lexington-Fayette Urban County Government and are looking forward to continuing to provide our quality services.

APAX is able to provide all of the services mentioned in this response including full stack web application development, software consulting, mobile app development, and graphics design. We've been providing all of these services for the past several years and have an excellent portfolio and outstanding relationship with our previous clients.

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# 1 Company Background

The following outlines the company details and qualifications for being able to provide support to the Lexington-Fayette Urban County Government.

## 1.1 The Awesome Inc Network

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APAX Software is part of a network in Lexington, KY called [Awesome Inc](#), and we have an overall goal of helping people realize their dreams through cutting edge technology. We do this by building a high tech and startup community that focuses on helping entrepreneurs and companies in their early stages. The community is built on three primary initiatives.

1. **The Fellowship Program** - The Awesome Fellowship is a mentor-driven program designed to accelerate high tech startup companies. The program offers access to a network of 60+ mentors, the best developer and design talent in the area, and the flexibility to use the Awesome Inc space and participate in entrepreneurial activities in our community.
2. **The Coding School** - Awesome Inc U exists to help people learn how to create software. We do this in four main ways: (1) a series of hands-on, in-person classes, (2) Online video courses, (3) Office Hours Membership (like a gym membership for #learntocode), and (4) On-site training for schools, companies, and organizations. Awesome Inc U provides a pipeline of software developers to Kentucky high tech companies. It also allows APAX Software (mentioned below) to expand rapidly by providing direct access to developers.
3. **The Software Company** - APAX Software helps organizations improve their services through custom software. APAX specializes in application development, mobile development, and data management. Our team consists of engineers, computer programmers, and business consultants who put customers first and consider value-add as their number one priority. This requires an extensive understanding of our customers' needs and wants along with a steady flow of consistent communication with our customers.

## 1.2 Our Core Values

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Our company is driven by four core values that inform every decision we encounter. They are: be good, be excellent, be a friend, and be you. Team members are trained on these four values and encouraged not only to practice them within our organization, but to adopt them in their own lives. These core values guide us through the journey of pursuing our goal of 'starting and growing the high tech and startup community.

An outline of each core value is shown below:

### **Be Good**

- Live with Honesty & Integrity
  - Always tell the truth
  - Have moral principles and follow them

- Emulate people of character
- Serve Others
  - Be a good and selfless person
  - Use your life to benefit the world
  - It's about the product; not about you

***Be Excellent***

- Be a winner
  - Have a winning mindset
  - Create winning habits
- Execute
  - Do what you say you are going to do
  - Work harder, work smarter

***Be a Friend***

- Bring the fun
  - You are responsible for your own fun and happiness
  - If you aren't giving your customers and coworkers happiness in some form, you aren't giving them what they want
- Nothing is more Awesome than people
  - "Do life" with your coworkers
  - Love your customers and treat them like friends

***Be You***

- Forget 'Em
  - Be secure in your principles and your mission
  - Hear the naysayers, but don't listen to them
- Do Your Thing
  - Own It - Be passionate, be yourself
  - Know it - Be clear, be an expert
- Game will recognize game
  - Be more concerned with your character than your reputation
  - If you are behaving like the right kind of person, you will attract the right kind of people

## **1.3 APAX Software Company History / Background**

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APAX Software was founded in 2005 by Brian Raney, Justin Raney, and Matt Smith. Each were recent graduates of the University of Kentucky and had a passion for writing code and creating custom technology solutions. Some of the initial clients included contacts from UK and small businesses in the surrounding area.

In 2006, APAX received its first large contract. The project involved developing a .Net web based procurement system for L3 Communications (a military contractor). The overall idea was to create a system that allowed military personnel to be able to order new equipment while in deployment. This project helped APAX rapidly expand in size, experience, and expertise throughout its duration. With over 20 people working on this project, APAX learned how to expand our team quickly and manage large projects with many stakeholders.

Shortly after the launch of the original iPhone (2007), APAX noticed the trend towards mobile devices. APAX became the first company in the area to add mobile development to our service offering, and we have more experience in mobile development than anyone else in the region. For several years, APAX partnered with Awesome Inc to offer a regional conference called [MobileX](#). The conference was organized in Lexington, Nashville, Chicago, Columbus, and Cincinnati and occurred at least annually from 2009 - 2012.

Over the last several years, APAX has become the anchor tenant of the Awesome Inc community. Our experience helps provide stability and legitimacy to the community (we've been serving clients for 10+ years), and we lean on Awesome Inc to help recruit new developers and to extend our overall reach as a company.

Our three year plan is to continue to provide the best coding service available to our clients. We enjoy working on individual projects, but we are also looking to establish a long-term partnership with a few select organizations in the area. We are a relationship driven company and enjoy working with the same client for a longer period of time.

## 1.4 Key Project Team Members

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Several key members of our team are listed below. APAX has a staff of 10-20 employees depending on the current project load. Many of our employees are shared between APAX, Awesome Inc, and other startup ventures in our community.

### **Brian Raney, CEO**

After earning a Computer Science degree from the University of Kentucky, Brian completed his Master's Degree in Economics. Brian co-founded his first software company, APAX Software, before graduating from college. Brian has served as the company's CEO through its transition from a small web design firm to a top resource for web and mobile app development throughout Kentucky. In 2009 Brian co-founded Awesome Inc, a business epicenter and coding school. He was honored as the Lexington Young Entrepreneur of the Year in 2010. Brian also serves as the Entrepreneur in Residence for the University of Kentucky.

### **Keith Kurzendoerfer, Vice President**

Keith started his career managing technology projects as an Assistant Project Coordinator in 2005. The company he worked for provided web solutions and web application development services. Within his first 2 years, Keith was promoted to a Project Manager and worked on a large range of projects including web software, IT outsourcing, and Cisco phone solutions.

Since 2009, Keith has been the Senior Project Manager at APAX Software. He is the main point of contact for all customers of the company, and runs the day to day operations of the company.

**Justin Raney, Lead Mobile Developer**

Justin Raney first began working with database-driven web solutions back in 2003 while working at the Department of Communication at the University of Kentucky. Since then, he has continued working with PHP and MySQL, while learning several new languages. He is very experienced with both MySQL and MSSQL as database solutions, and very experienced with HTML, PHP, Javascript, ASP.Net(C#, VB.Net), C++, and Objective-C as programming languages. He also has some experience with Filemaker and Oracle database solutions, as well as Python, C, ActionScript, CSS, VB Script, and ASP programming languages.

Justin is the lead developer for all mobile development completed by APAX Software.

**Matt Smith, Lead Data Systems Developer**

Matt Smith built his first web application, a work order system, at the age 15 for Campbell County schools using classic ASP and Access databases. Over the past thirteen years he has worked on and supported numerous, web, mobile and embedded solutions using a wide variety of technologies. Example projects he has contributed significantly to include survey creation tools for a mobile survey system and centralized data collection, a large loan, requisition and inventory management system for L3 Communications and SOFSA, and an embedded Linux solution for automated camera control and collecting GPS and attitude information in an unmanned aerial vehicle.

He is experienced with MySQL and MSSQL relational databases, as well as Redis and MongoDB NoSQL solutions. He has implemented server side solutions in ASP.net (C# and VB.Net), PHP (including frameworks such as Code Igniter and Limonade), Python, and JavaScript (Node.js and Express). He is very comfortable with fronted technologies including HTML, CSS and JavaScript (including libraries such as jQuery, jQuery Mobile, and YUI3). He has also made extensive use of build tools (GNU Make and Phing) and source control systems (Git, SVN, Source Safe) to support his projects.



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## **2 Our Services**

The following outlines the services that APAX can provide the Lexington-Fayette Urban County Government. APAX is able to provide all of the services outlined in the RFP, and each of these are part of our company's core competency.

### **2.1 Full Stack Web App Development**

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We build and maintain custom web applications from the ground up! APAX specializes primarily in Python / Django, ASP.Net, and PHP solutions. We have a robust development process that uses the Github Flow Technique and continuous integration. We can administer your system on an AWS or equivalent cloud hosting environment.

### **2.2 Mobile Application Development**

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We have the most experience and offer the best quality of service for building mobile platforms. We support iOS, Android, Windows 10 Mobile, and cross-platform products built from the ground up.

### **2.3 Software Consulting**

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Not sure how to get started? APAX offers a managed agile process to software development that helps leverage our collective strengths to develop a great product. We meet with our clients regularly and facilitate reviews and planning sessions during all parts of the development cycle.

### **2.4 Graphic Design**

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We offer graphics design services on all of our solutions and can help make your project look amazing. We can help create your logo, site theme, mobile platform, system template, process workflow, and more

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## 3 Cost of Services

The standard hourly rate for all services offered by APAX Software is \$120 / hr. This includes our full range of services including consulting, project management, design, and coding services.

On occasion, LFUCG may require services to be delivered outside of normal business hours or with little prior notice. APAX will do our best to respond to these requests. If responding to these requests creates an additional burden, APAX may charge a priority rate of \$175 / hr. This will be discussed and agreed to in advance of services being delivered.

Ownership of all work material produced during this effort (including the source code, compiled code, design files, and workflow diagrams) shall be the property of the Lexington-Fayette Urban County Government.

At the end of each month that services are provided, an invoice will be generated and sent to for payment on the hours invested throughout the month. The payment terms on all invoices will be Net-30.

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## 4 Qualification

The following outlines several previous projects completed by APAX that confirm our ability to deliver these services.

### 4.2 Client Showcase

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APAX has experience working on a vast range of projects. We've worked for companies of various sizes and in various industries. We've delivered standalone systems and have also worked as an integrated part of our clients' core team. Below are some recent examples of our experience and competency.

#### **University of Kentucky**

For the past several years, APAX has partnered with the University of Kentucky to design and update various department websites. APAX has completed the main [Student Affairs](#), [Student Involvement](#), and [Coldstream](#) sites as well as individual department sites for [Dean of Students](#), [K Week](#), [K Book](#), the [New Student and Parent Programs](#), and [Campus Recreation](#).

APAX has also completed several mobile apps for UK. We built a data collection system for the Gluck Equine Research Center. The system allows researchers to collect data on horses in an outdoor setting and is completely customizable so that they can monitor various attributes for various studies. APAX also built a mobile survey collection tool for the College of Communications.

In the coming year, APAX has partnered with the UK Athletic Department to assist with ongoing support for their existing .Net systems and to build a new system to help merge and analyze performance data collected in the football program.

#### **Presbyterian Church (USA) Office of the General Assembly**

The Office of the General Assembly is the highest office of the Presbyterian Church (USA) and is led by their highest ranking official the Stated Clerk. APAX has formed a long-term partnership with the Presbyterian Church and is working to migrate, support, and enhance their existing web application systems. OGA owns about a dozen web applications written in ASP.Net or Python / Django, and all of them are critical to the daily business of the church.

In addition to supporting these systems, APAX is working to rewrite the web application that powers the General Assembly. The General Assembly is a bi-annual government meeting to decide various legislative changes within the Presbyterian Church. APAX developed the mobile apps (iOS & Android) for the 2014 General Assembly, and we are rewriting the web application from ASP.Net to Python / Django and updating the mobile apps for the 2016 General Assembly.

### **Keeneland Race Day App**

APAX has partnered with Keeneland and Cornett over the past several years to build and maintain the Keeneland Race Day mobile app. The Keeneland mobile app allows users to view Race day information including the odds, payouts, and results of each race. It assists users with navigating around the grounds and allows them to share their current location with their friends. It links into Keeneland's existing mobile betting system, and lists events and social media links. The project is maintained for iPhone, iPad, and Android.

Since the initial release of the app, APAX has maintained a partnership with Keeneland and has rolled out enhancements twice yearly.

### **Bullard**

Bullard, the inventors of the hard hat and a company that has been in business for more than 100 years, contracted APAX for assistance in the engineering and manufacturing of their Thermal Imagers. APAX is building a C# .Net application that interfaces with the thermal imagers over USB.

The application provides support for updating firmware, configuring and reading settings on the imager, updating the heads up display, file upload/download from the imager, and automates manufacturing configurations processes. APAX works closely with the internal engineers at Bullard to support continued development and debugging of the new line of thermal imagers. APAX is also providing ongoing web development services for the Bullard.com website.

### **MobileServe**

MobileServe uses mobile technology to help business, non-profits, and students track and communicate their social impact of volunteerism on the community. They provide a platform for organizations to track their service hours and connect about service opportunities through social media.

APAX is their primary development partner and has developed the web application in Python / Django and an iOS app for tracking service hours. Volunteers can interact with the system to track their individual efforts and organizations can retrieve detailed info graphs about their overall impact. The system is receiving ongoing enhancements as new features are being developed, tested, and deployed by APAX.

## **4.3 Client References**

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APAX has worked with a large number of individuals in the community. Please find the contact information of a few key references below. Let us know if you'd like to contact any additional references.

### **Scott Johnson, University of Kentucky**

Information Technology Manager I

218 Grehan Building

Lexington, KY 40506-0042

[scott.johnson@uky.edu](mailto:scott.johnson@uky.edu)

(859) 257-3621

**Vicente Guna Serrano, Presbyterian Church Office of the General Assembly**

Manager of Technologies  
100 Witherspoon Street, Room 4404  
Louisville, KY 40202  
[Vicente.Guna@pcusa.org](mailto:Vicente.Guna@pcusa.org)  
(502) 569-5120

**Ryan Spaight, Keeneland**

Senior Software Engineer and Project Manager  
4201 Versailles Rd  
Lexington, KY 40510  
[RSpaight@keeneland.com](mailto:RSpaight@keeneland.com)  
(859) 288-4184

**Chris Head, MobileServe**

CEO, Co-Founder  
1006 W Ashland Ave  
Louisville, KY 40215  
[chris@mobileserve.org](mailto:chris@mobileserve.org)  
(502) 381-0070

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## 5 Attachments

## AFFIDAVIT

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

1. His/her name is Keith Kurzendoerfer and he/she is the individual submitting the proposal or is the authorized representative of APAX Software Development, LLC., the entity submitting the proposal (hereinafter referred to as "Proposer").
  
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
  
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
  
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
  
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
  
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

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

Further, Affiant sayeth naught.

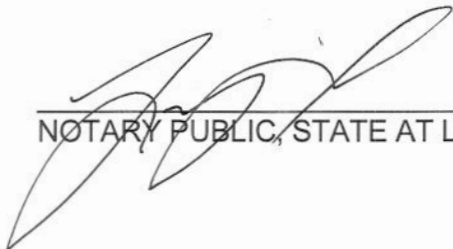


STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Keith Kurzenbacher on this the 26<sup>th</sup> day of April, 2016.

My Commission expires: November 6, 2017



NOTARY PUBLIC, STATE AT LARGE





## 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

APAX Software Development, LLC.

Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: APAX Software Development, LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals	15	10	3							1	1					11	4
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>																	

Prepared by: *Keith Hyslop* Vice President  
 (Name and Title)

Date: 04 / 26 / 2016

Revised 2015-Dec-15



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** 13-2016

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

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

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

APAX Software Development, LLC.

**Company**

4/26/2016

**Date**

**Company Representative**

Vice President

**Title**



**LFUCG MWDBE SUBSTITUTION FORM**

**Bid/RFP/Quote Reference #** 13-2016

The substituted MWDBE 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 Central Purchasing 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.

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

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

APAX Software Development, LLC.  
**Company**

4/26/2016  
**Date**

*Keith Hyslop*  
**Company Representative**

Vice President  
**Title**



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 13-2016

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name APAX Software Development, LLC.	Contact Person Keith Kurzendoerfer
Address/Phone/Email 348 E Main St. Lexington, KY 40507 (859) 576-9590 keith@apaxsoftware.com	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

APAX Software Development, LLC.  
Company

4/26/2016  
Date

  
Company Representative

Vice President  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

**Bid/RFP/Quote #** 13-2016

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b>	<b>Address:</b>
<b>Federal Tax ID:</b>	<b>Contact Person:</b>

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

APAX Software Development, LLC.

**Company**

4/26/2016

**Date**

**Company Representative**

Vice President

**Title**

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**  
**Bid/RFP/Quote # 13-2016**

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

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

N/A Included documentation of advertising in the above publications with the bidders good faith efforts package

N/A Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

N/A Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

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

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

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

- N/A Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- N/A Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- N/A Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- N/A Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- N/A Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- N/A Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- N/A Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- N/A Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.



N/A Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

APAX Software Development, LLC.

**Company**

4/26/2016

**Date**



**Company Representative**

Vice President

**Title**

## GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, 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.



Signature

4/26/2016

Date

## 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 2003, 2008, 2012, 2016		
Microsoft Windows 7, 8, 10 Desktop		
Microsoft Office 365, Architecture and Design		
Microsoft PowerShell		
Microsoft Active Directory		
Microsoft Exchange 2010, 2013		
AIX versions 5.x, 6.x, 7.x		
Linux	6 years, 2 employees	
Internet Information Server (IIS)		
F5 BigIP		
VMware		
VMware VirtualCenter		
VMware ESX		
Microsoft Access		
Microsoft SQL Server 2008, 2012, 2014, 2016		
Oracle Database 10, 11, 12, 13		
SharePoint Services (on premise and cloud)		
Microsoft Office SharePoint Server		
Microsoft .NET Framework 2+	7 years, 3 employees	
Microsoft Project Server		
ESRI Geodatabase (10.2.1 and higher)		
ESRI ArcGIS for Server (10.2.1 and higher)		
ESRI ArcGIS for Desktop (10.2.1 and higher)		
ESRI ArcGIS Online (10.2.1 and higher)		
ESRI ArcReader (10.2.1 and higher)		
Visual Studio	7 years, 3 employees	
VBA		
Python	3 years, 7 employees	
JavaScript	9 years, 7 employees	
HTML5	9 years, 7 employees	
C#	7 years, 3 employees	
C++	5 years, 3 employees	
Ruby		
Ruby on Rails		
Visual Basic 6.0		

Technology	Experience	Comments
ASP.NET	7 years, 3 employees	
VB.NET	5 years, 3 employees	
jQuery	9 years, 7 employees	
Web Services	7 years, 7 employees	
PHP Development	9 years, 5 employees	
RPG IV		
BCD Presto		
ADO		
Moodle	1 years, 2 employees	
AJAX	9 years, 7 employees	
Technology	Experience	Comments
Node.js	3 years, 3 employees	
Chef, Puppet, Troposphere	1 years, 4 employees	
Amazon Web Services (AWS) Architecture	2 years, 7 employees	
Amazon Web Services (AWS) DevOps	2 years, 7 employees	
Microsoft Azure Architecture		
Microsoft Azure DevOps		
Palo Alto Firewalls		
Splunk		
Switching & Routing		
Vulnerability Scanning (Nessus)		
Patch Management		
IBM BigFix		
PeopleSoft HCM 9.0		
PeopleSoft FSCM 8.9		
PeopleTools 8.49		

## Attachment B

Attachment B contains a list of services the Lexington-Fayette Urban County Government may need provided. Please use the notes column to identify any information that should be considered during the vendor selection process. Exceptions to billing should be included in the notes, e.g. weekend rate adjustments.

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	\$120/hr	
Database Design	SQL Server SQL Server Express MySQL ESRI Enterprise Geodatabase Oracle	\$120/hr	
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 (9.0) PeopleSoft FSCM (8.9)	\$120/hr	
Server Application Implementation	Microsoft SharePoint Microsoft Project Server Microsoft SQL Server Microsoft Exchange Microsoft Windows VMware Virtual Center VMware ESX ESRI ArcGIS Server		



Service		Rate	Notes
Training	Microsoft SharePoint Microsoft Project Server Microsoft SQL Server Visual Studio Team Suite Visual Studio 2008 VMware		
Network Support	F5 BigIP Microsoft Active Directory Microsoft Windows VMware		
Information Security	Policy Development and Review Planning and Analysis Penetration Testing Vulnerability Testing Risk Management Assessment Info Security Audit and Compliance Info Security Remediation Info Security End-User Training	\$120 /hr	
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)	\$120/hr	