



# LEXINGTON

**RFP-12-2026**

**APAX Software Development, LLC  
Supplier Response**

**Event Information**

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

Amanda Murray

*Signature*

*Submitted at 4/20/2026 01:01:32 PM (ET)*

amanda@apaxsoftware.com

*Email*

## Response Attachments

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**LFUCG RFP #12-2026\_APAX Software Response 12.56.37?PM.pdf**

APAX Software response to RFP #12-2026



**LEXINGTON**

Information Technology Consulting  
and or Technical Services

Request for Response #12-2026

PROPOSAL SUBMISSION

April 2026

Prepared by:



**APAX SOFTWARE**

348 E. Main Street  
Lexington, KY 40507

# CONTENTS

<b>Cover Letter</b>	<b>3</b>
Section 1: Executive Summary	5
Section 2: Company Information	6
Core Values	6
Business Description	7
Technology Partnerships	7
Local Employment	7
Section 3: Technical Capabilities & Approach	8
Software Development	8
Application Programming Methodology	8
Development Lifecycle	8
Documentation Standards	8
Secure Development Practices	8
Primary Technology Stack	9
Consulting Services	9
Strategy and Architecture	9
Governance and Process	9
Risk, Resilience, and Compliance	10
Program and Project Services	10
Security in Application, Identity, Cloud, and Compliance-Adjacent Contexts	10
Secure SDLC	10
Identity and Access Management	10
Data Protection	11
Section 4: Engagement Model & Deliverables	11
Section 5: Past Performance & Relevant Experience	12
Lexington-Fayette Urban County Government — <a href="http://lexingtonky.gov">lexingtonky.gov</a>	12
UK HealthCare — Award-Winning Website Redesign	12
Case Study: UK HeathCare Website Redesign	12
American Legal Publishing — Large-Scale Government Content Platform	15
Find Help Now (CDC-Funded) — Public Health Web Application	15
Case Study: Find Help Now	16
Client References	19
Section 6: Team Qualifications & Capacity	20
Attachment A: Technology Capabilities Assessment	21
Attachment B: Services Offered and Fee Schedule	25
Section 7: Public Sector Considerations and Acknowledgments	28
<b>Section 8: Required Forms</b>	<b>29</b>
Closing Statement	30

# Cover Letter

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Director, Division of Procurement  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507

**Dear Members of the LFUCG Evaluation Committee,**

APAX Software is pleased to submit this proposal in response to RFP #12-2026 for Information Technology Consulting and/or Technical Services. As a Lexington-based software development and consulting firm founded in 2007, APAX brings a focused combination of local commitment, technical excellence, and a proven track record of delivering high-quality digital solutions for government and public-sector clients.

Our team has direct experience serving the Lexington-Fayette Urban County Government. APAX team members have contributed to the development and maintenance of [lexingtonky.gov](http://lexingtonky.gov), giving us firsthand familiarity with the [lexingtonky.gov](http://lexingtonky.gov) platform, your digital publishing standards, accessibility requirements, and public-sector delivery expectations. This prior relationship positions APAX to deliver immediate value with minimal ramp-up time.

APAX is proposing services in the areas where we have deep, demonstrated expertise: custom software development, application modernization, cloud and DevOps engineering, database design and administration, IT strategy and project consulting, Microsoft platform implementation tied to applications and collaboration tools, identity and access integration, and secure application delivery. We are a specialist software and consulting partner, not a broad IT infrastructure or network management firm, and we believe that depth of focus in our core disciplines is precisely what makes us effective and reliable for task-order-based engagements.

APAX is proud to call Lexington home. Our entire team is locally based, and every dollar spent with APAX stays in the community. We look forward to deepening our partnership with LFUCG and contributing to the technology that powers public services for the residents of Fayette County.

This proposal has been reviewed and is submitted with full acceptance of the terms, conditions, and requirements set forth in RFP #12-2026. We welcome the opportunity to present our qualifications further and look forward to your consideration.

Respectfully submitted,



Nick Such | President

[nick@apaxsoftware.com](mailto:nick@apaxsoftware.com) | 859-472-4219



# APAX SOFTWARE

LEXINGTON | KENTUCKY

18 YEARS STRONG



A team of expert software developers and designers – all highly *motivated to support your organization's mission.*

BUILDING TRUSTED PARTNERSHIPS SINCE 2007



**Inc.  
5000**

**AMERICA'S  
FASTEST  
GROWING  
PRIVATE  
COMPANIES**

## Section 1: Executive Summary

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APAX Software is a specialist technology firm focused on custom software development, application modernization, cloud and DevOps engineering, IT consulting, and secure application delivery. Headquartered in Lexington, Kentucky and founded in 2007, APAX has grown to a 17-person team of engineers, architects, designers, and consultants who bring deep, focused expertise to the technology disciplines where we operate. APAX has been recognized on the Inc. 5000 list of the fastest-growing private companies in America.

APAX responds to this RFP with confidence in our ability to serve LFUCG as a pre-qualified IT services vendor in our core lanes. We offer focused, demonstrated capabilities backed by:

- A proven track record of delivering government-grade digital solutions, including direct prior work with LFUCG on [lexingtonky.gov](http://lexingtonky.gov)
- Expertise in .NET/C#, Python, JavaScript/TypeScript, React, and Angular application development
- Azure and AWS cloud architecture, DevOps pipeline engineering, and Infrastructure as Code
- Microsoft platform proficiency: Microsoft 365, SharePoint Online, Azure Active Directory / Entra ID, Exchange Online, and Windows Server in application hosting contexts
- Database design, development, and administration: SQL Server, Azure SQL, MySQL, PostgreSQL, and NoSQL platforms
- IT strategy consulting, technology roadmaps, architecture reviews, and BC/DR planning for systems within APAX scope
- Application-layer security: IAM design, MFA and Conditional Access integration, Zero Trust principles, structured application logging, and SIEM integration for application events
- 100% local employment in Lexington, Kentucky

APAX understands that LFUCG requires a trusted roster of on-call vendors capable of delivering rapid, deliverables-based support. We are structured and staffed to meet that need in the technical domains where we have genuine depth, providing the right expertise with the responsiveness that public-sector operations demand.

Under this partnership, APAX is proposing services in custom software development, application modernization, cloud and DevOps engineering, database design and administration, IT strategy and project consulting, Microsoft platform implementation tied to applications and collaboration tools, identity and access integration, and secure

application delivery. APAX is not proposing standalone network operations, endpoint fleet management, ERP platform administration, or managed security operations. This proposal is intentionally focused on the areas where APAX has direct, demonstrated delivery experience and can provide reliable task-order-based support to LFUCG.

## Section 2: Company Information

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Legal Name	<b>APAX Software Development, LLC</b>
Founded	<b>2007</b>
Employees	<b>17</b>
Website	<b><a href="http://www.apaxsoftware.com">www.apaxsoftware.com</a></b>
Ownership	<b>Brian Raney, Nick Such, Matt Smith, and Justin Raney</b>

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### Core Values

At APAX, our culture serves as the foundation for every successful collaboration and is crafted around four essential core values:

**Be Good** - Our ethical compass guides every decision. We do what's right even when no one's watching, creating trust with our team and clients.

**Be Excellent** - We deliver outstanding work through cutting-edge technology and continuous development, helping clients achieve their goals efficiently.

**Be a Friend** - We treat clients as long-term partners, not just customers. We build relationships on respect and genuine care, always going the extra mile.

**Be You** - We celebrate individuality, knowing diverse perspectives drive innovation. When our team brings their authentic selves, we develop creative solutions that wouldn't otherwise be possible.

## **Business Description**

APAX Software partners with government, healthcare, publishing, nonprofit, and private-sector clients to design, develop, and maintain high-quality software products and technology solutions. Founded in 2007 and headquartered at 348 E. Main Street in downtown Lexington, APAX has earned recognition on the Inc. 5000 list of the fastest-growing private companies in America.

Our core service lines are:

- Custom web and application development (.NET/C#, Python/Django, JavaScript/TypeScript, Next.js, React, Angular, iOS, Android)
- Application modernization: re-architecting, migrating, and improving existing platforms
- Cloud architecture, migration, and DevOps engineering (Azure and AWS)
- CI/CD pipeline design, Infrastructure as Code, and containerization
- Database design, development, and administration (SQL Server, Azure SQL, MySQL, PostgreSQL)
- IT strategy consulting, technology roadmaps, and project management
- Microsoft platform implementation tied to applications and collaboration environments
- CMS development and maintenance (Drupal/Wordpress; Acquia-certified developers on staff)

## **Technology Partnerships**

APAX maintains active technology affiliations that enhance our delivery capabilities. Our team includes Acquia-certified Drupal developers, reflecting our depth in enterprise CMS development. APAX leverages Microsoft Azure and Amazon Web Services as our primary cloud platforms, and our engineers hold hands-on production experience across the Azure and AWS ecosystems.

## **Local Employment**

APAX Software is fully locally owned and operated in Lexington, Kentucky. Our entire 17-person workforce is based in the Lexington area. The firm is majority-owned by Lexington residents Brian Raney, Nick Such, Matt Smith, and Justin Raney. Every contract executed with APAX directly supports local employment and the Fayette County economy, satisfying the 10% local employment criterion outlined in the RFP selection criteria.

# Section 3: Technical Capabilities & Approach

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## Software Development

### Application Programming Methodology

APAX follows an Agile Scrum methodology for software development, enabling iterative delivery, continuous feedback, and transparent project visibility:

- Sprint-based delivery cycles (typically two weeks), with backlog grooming, sprint planning, daily stand-ups, sprint reviews, and retrospectives
- Dedicated product backlog managed in Jira, with all tasks, bugs, and features tracked and visible to the client
- Regular stakeholder demos at the conclusion of each sprint to validate progress and gather feedback early
- Flexibility to adapt scope based on evolving requirements without sacrificing timeline or budget control

### Development Lifecycle

APAX's Software Development Lifecycle (SDLC) follows industry best practices:

- Discovery & Requirements: Stakeholder interviews, technical requirements gathering, and scoping
- Architecture & Design: System architecture diagrams, data models, API contracts, and UX wireframes
- Development: Iterative coding with continuous integration, automated testing, and peer code reviews
- Quality Assurance: Manual and automated testing, accessibility audits, performance testing
- Deployment: Staged rollouts (dev → staging → production) with rollback procedures
- Knowledge Transfer & Closeout: Documentation, training, and post-launch support periods

### Documentation Standards

All APAX projects include comprehensive documentation as a deliverable, including technical architecture documentation, API documentation (OpenAPI/Swagger for REST and GraphQL endpoints), code-level documentation, end-user and administrator guides, and runbooks for operational handoff.

## Secure Development Practices

Security is embedded throughout APAX development, not added after the fact:

- Role-based access control and principle of least privilege enforced at the application layer
- Secrets management via environment variables, Azure Key Vault, or AWS Secrets Manager
- HTTPS enforcement, input validation, output encoding, and CSRF protection as standard practice
- Data encryption in transit (TLS 1.2/1.3) and at rest

## Primary Technology Stack

APAX's technology stack is directly applicable to LFUCG's software development, cloud, database, and application support needs:

- Back-End: ASP.NET Core (C#), Python (Django, FastAPI, Flask), Node.js
- Front-End: React, Angular, TypeScript/JavaScript, HTML5/CSS3
- CMS: Drupal (Acquia-certified developers on staff)
- Database: Microsoft SQL Server, Azure SQL, PostgreSQL, MySQL, MongoDB
- Cloud: Microsoft Azure (App Service, Functions, Storage, VNet, Key Vault, Azure DevOps), AWS (EC2, RDS, S3, Lambda, CDK, EKS)
- DevOps: GitHub Actions, GitLab CI, Azure DevOps Pipelines, Docker
- Infrastructure as Code: Terraform, AWS CDK, Ansible

## Consulting Services

### Strategy and Architecture

APAX provides IT strategy and application architecture consulting to help government organizations align technology investments with mission objectives. Our consulting work is focused on software systems, cloud platforms, integrations, data, and application modernization. Services include technology roadmap development, cloud migration strategy, platform modernization planning, and vendor selection support for application and platform decisions. We translate complex technical options into clear, actionable recommendations for executive and administrative audiences.

### Governance and Process

We help organizations establish and mature IT governance frameworks related to software delivery, including policy development, SDLC governance, change management processes, and technology standards adoption. APAX assists clients in building repeatable, auditable processes that satisfy public-sector accountability requirements.

## **Risk, Resilience, and Compliance**

APAX conducts risk assessments and supports business continuity planning for systems within our scope, including cloud-hosted applications and the infrastructure directly supporting them. Our BC/DR consulting includes Business Impact Analysis for application-layer systems, RTO/RPO definition, DR strategy selection and documentation, and cloud-based recovery architecture using Azure Site Recovery and AWS Backup.

## **Program and Project Services**

APAX provides experienced project management for IT programs and projects of varying complexity. Our project managers are embedded within delivery teams and utilize PMI and Agile/Scrum methodologies with tooling in Jira, Confluence, and Microsoft Project.

## **Security in Application, Identity, Cloud, and Compliance-Adjacent Contexts**

APAX supports security in the specific contexts where our delivery work occurs: application development, identity and access integration, cloud environment configuration, and compliance documentation. The following describes where APAX provides genuine capability and where we do not.

APAX does not provide managed SOC services, network security operations, enterprise endpoint fleet management, or standalone SIEM infrastructure deployment or operations. Engagements outside these boundaries would require partner involvement or are outside the scope of this proposal.

## **Secure SDLC**

Security is embedded in every APAX development engagement. This includes automated dependency and vulnerability scanning in the CI/CD pipeline (Dependabot, Snyk), input validation and output encoding, data encryption in transit and at rest, role-based access control at the application layer, and secrets management via Azure Key Vault or AWS Secrets Manager. All applications are built against a secure baseline before deployment.

## **Identity and Access Management**

APAX designs and implements IAM solutions at the application and identity-integration layer using Microsoft Active Directory, Azure Active Directory / Entra ID, and Okta. We implement multi-factor authentication (MFA), Conditional Access policies, and Zero Trust principles scoped to application access patterns and identity federation. This work is performed in a design, configuration, and integration capacity tied to specific applications and platforms.

## Data Protection

APAX enforces encryption at rest and in transit, implements data classification schemes, and ensures that personally identifiable information and sensitive government data is handled in compliance with applicable regulations. All applications are developed against OWASP standards with automated dependency scanning in the CI/CD pipeline.

## Section 4: Engagement Model & Deliverables

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APAX is designed to operate as a responsive, on-call partner within LFUCG's pre-qualified vendor framework. Upon receipt of a task order or scope of work, APAX will provide:

Deliverable	APAX Approach
<b>Scope of Work (SOW)</b>	APAX will provide a detailed SOW including objectives, deliverables, assumptions, and exclusions.
<b>Project Plan</b>	A structured project plan with milestones, task assignments, dependencies, and target dates will be delivered at the onset of each engagement.
<b>Architecture &amp; Design</b>	For technical engagements, APAX will produce architecture diagrams, data flow models, and design documentation appropriate to the scope.
<b>Implementation</b>	Development and implementation will follow APAX's secure SDLC with iterative delivery and regular client touchpoints.
<b>Knowledge Transfer</b>	Each engagement concludes with formal knowledge transfer, including documentation, code walkthroughs, and training sessions for LFUCG staff.
<b>Operational Readiness</b>	APAX will verify production readiness through testing, review of operational runbooks, and sign-off on acceptance criteria prior to go-live.
<b>Closeout</b>	Formal project closeout includes a lessons-learned review, final documentation package, and transition to any ongoing support arrangements.

## Section 5: Past Performance & Relevant Experience

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APAX has a strong record of delivering high-quality technology solutions for government, healthcare, and public-sector clients. Selected engagements demonstrating our relevant experience are highlighted below.

### Lexington-Fayette Urban County Government — [lexingtonky.gov](http://lexingtonky.gov)

<b>Client:</b>	Lexington-Fayette Urban County Government (LFUCG)
<b>Project:</b>	Lexingtonky.gov Website Development & Maintenance
<b>Scope:</b>	Design, development, and ongoing maintenance of the official LFUCG government website using Drupal CMS, including content architecture, workflow configuration, accessibility compliance, and large-scale content management.
<b>Technologies:</b>	Drupal, PHP, JavaScript, HTML5/CSS3, SQL
<b>Relevance:</b>	Direct prior work with LFUCG. APAX team members have contributed directly to <a href="http://lexingtonky.gov">lexingtonky.gov</a> and hold institutional knowledge of LFUCG's digital infrastructure, compliance standards, and stakeholder expectations.

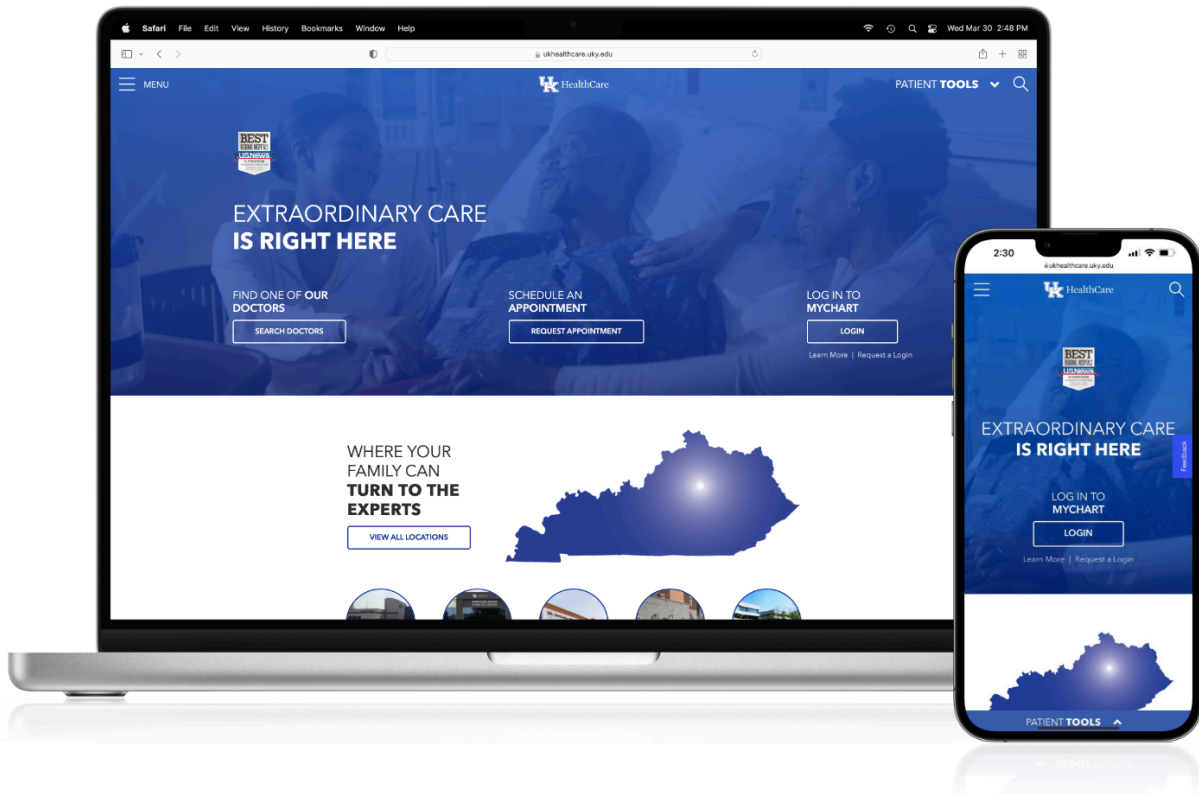
This direct engagement with LFUCG demonstrates that APAX can be trusted to handle government-grade systems, sensitive public information, and the high availability and accessibility standards required by a major metropolitan government.

### UK HealthCare — Award-Winning Website Redesign

<b>Client:</b>	University of Kentucky HealthCare
<b>Project:</b>	Full website redesign and CMS implementation
<b>Scope:</b>	End-to-end redesign of <a href="http://ukhealthcare.uky.edu">ukhealthcare.uky.edu</a> including UX research, design, Drupal development, content migration, and multi-layered navigation architecture serving thousands of patients and providers.
<b>Technologies:</b>	Drupal, React, PHP, SQL Server, AWS
<b>Relevance:</b>	Demonstrates APAX's capacity to deliver mission-critical, large-scale applications for high-stakes public-facing environments with strict compliance and uptime requirements.

# Case Study: UK HealthCare Website Redesign

Client: University of Kentucky HealthCare



## Overview

For UK HealthCare - a \$4B, 10k+ employee academic medical center - connecting the millions of patients and visitors they care for annually to the information they need, when they need it, in a clear and intuitive way was the number one goal. The second was conveying “The Power of Advanced Medicine” as more than just a tagline. To accomplish this, an extensive empathy-building discovery phase was conducted in order to understand visitors’ and patients’ needs, values, fears, and goals.

Armed with this knowledge, the designers and developers worked to create an award-winning website that displays multiple layers of navigation in an intuitive way, provides an interactive search tool that organizes many categories and taxonomies of results easily, and provides a flexible and easy-to-use content management system for the multiple content managers across the site.

## **Services Provided**

- User Research & Testing
- Design
- Development
- Ongoing Maintenance, Improvement, & Support

## **Awards**

- Digital Health Awards Winner - 2021
- W3 Awards Winner - 2022
- EHealthcare Awards Winner - 2022

## **Process – Research & Design**

Designing a new experience and user flow accommodating various service lines, hospitals, clinics, departments, and diverse content taxonomies was a complex challenge. From the start, we prioritized a foundation of user research and a deep understanding of content creation and management needs.

At APAX, our user-centric approach begins with a discovery phase to understand the needs, values, fears, and goals of users, stakeholders, and content managers. For this project, we utilized methods such as:

- Data analytics
- Behavioral tracking
- Competitive analysis
- Online surveys
- User interviews
- Passive Observation sessions
- Think-aloud sessions
- System Usability Scale scoring
- Card sorting
- Affinity diagramming

These insights enabled us to create user personas and map journeys from initial engagement to brand advocacy. Our research emphasized the importance of clear information architecture and navigation, with some pages requiring up to four distinct navigation types to meet user needs effectively.

## Development & QA

Involving our engineers early in the discovery phase allowed the APAX team to work efficiently, tackling high-priority tasks in parallel while refining less-defined features and implementation details. This approach laid a strong foundation for the new experience.

After finalizing the schema for core site functionality, we developed custom data migrations to continuously transfer and transform content from the live legacy site to the new development environment. Clients had real-time access to this environment, ensuring transparency and collaboration throughout the process.

As site modules and features were completed, our QA specialists rigorously tested them to meet our high standards. We prioritized both the end-user experience and the content curators' tools, creating an intuitive and user-friendly interface for seamless content management.

## Final Product

Following one of the smoothest launches in APAX's history, the site was immediately praised by the community, healthcare providers, and stakeholders for its clean, modern design, intuitive navigation, and enhanced search functionality. It has since earned recognition from multiple web awards organizations.

## American Legal Publishing — Large-Scale Government Content Platform

<b>Client:</b>	American Legal Publishing
<b>Project:</b>	Web-based legal code library and search platform
<b>Scope:</b>	Architecture and ongoing maintenance of a feature-rich code library platform containing 3 million searchable documents, serving municipal and county governments across the country.
<b>Technologies:</b>	ASP.NET, SQL Server, JavaScript, REST APIs, cloud infrastructure
<b>Relevance:</b>	Government-sector data platform at significant scale; demonstrates database architecture, search infrastructure, .NET application development, and system reliability capabilities.

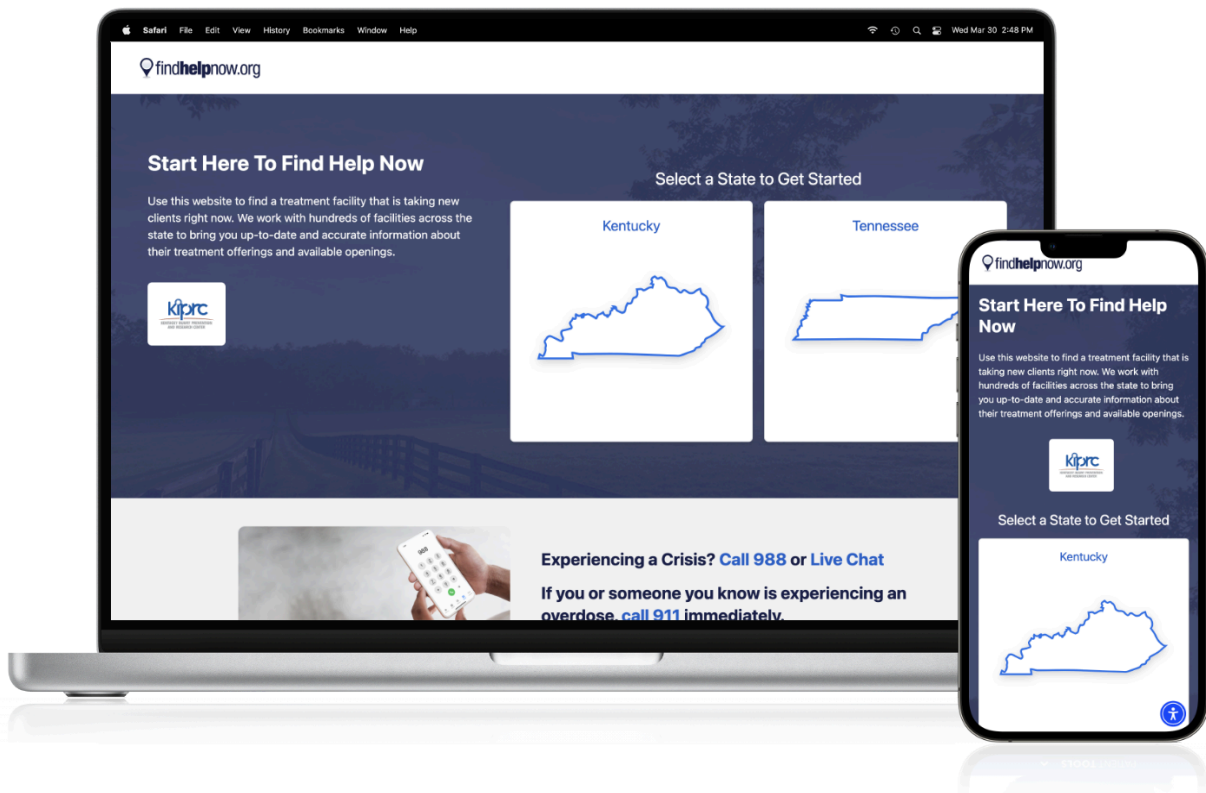
## Find Help Now (CDC-Funded) — Public Health Web Application

<b>Client:</b>	Find Help Now / Kentucky Injury Prevention & Research Center (CDC-Funded)
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- Project:** Real-time treatment facility finder web application
- Scope:** Design and development of a mobile-first, accessible web application that reduced the time to find a treatment program from 72 hours to 6 minutes. Includes real-time data integration, responsive design, and ADA compliance.
- Technologies:** React, Node.js, REST APIs, AWS

## Case Study: Find Help Now

*Client: Kentucky Injury Prevention and Research Center (KIPRC), funded by the CDC*



### Overview

Spearheaded by The Kentucky Injury Prevention & Research Center (KIPRC) and funded by the Centers for Disease Control and Prevention (CDC), Find Help Now ([findhelpnow.org](https://findhelpnow.org)) creates a faster and more personalized way for individuals, families, and healthcare providers to access treatment for substance use disorders (SUD). Populations struggling

with SUD are often concentrated in more economically disadvantaged zip codes, indicated by higher rates of poverty and unemployment as well as lower education and median household income. This site helps solve one of the fundamental challenges of serving people struggling with addiction, which is understanding real-time treatment availability so people can find help immediately.

After an exhaustive search for the right partner, the KIPRC and Find Help Now team chose APAX to design and develop a new responsive website that modernizes and expedites the search for treatment options with real-time information on available openings.

### **Services Provided**

- User Research & Testing
- Design
- Development
- Ongoing Maintenance, Improvement, & Support

### **Process**

The decision to get help isn't easy, and sometimes, that decision can be fleeting, so we committed to designing an experience that reduces as much friction as possible in the process of finding help.

With that principle in mind, we turned our attention to providing smooth product experiences for people managing specific treatment facilities since showing real-time availability was one of the project's keys to success. We spoke with facility providers and learned about their work environments and their motivations to empower people struggling with addiction.

After balancing the needs of people searching for help and facilities providing help, we gathered everything we needed to know to support the Find Help Now team and their needs. One of the critical pieces here was data and site usage reporting. We collaborated with the clients to specify exactly what data they needed to report on to fulfill the requirements from the CDC, the funding organization for the project.

## Value Provided

- Strategy and Branding
- UI/UX Design
- Responsive Web Development
- Software Application Architecture
- Quality Assurance
- Analytics & Optimization
- Data Reporting
- Training Materials

## Final Product

APAX delivered a highly responsive, mobile-friendly, and easy-to-use Section 508-compliant website to facilitate access to substance use treatment centers.

It allows searches according to gender identity, treatment facility type, need for co-occurring treatment (e.g., mental health care), and 70 other search filters. All searches are location-based; an individual can search for a facility in the town of their choosing and then use over 60 search filters to narrow the search results to the facilities that most closely fit their needs for a method of payment, hours of operation, wrap-around services, etc., and contains hundreds of one-page educational resources.

Near real-time availability of substance use treatment openings enhances workflow and drastically reduces the time spent by healthcare professionals, public safety partners, families, and individuals seeking treatment programs. The time it takes to find a treatment program has been reduced from 72 hours to 6 minutes.

The time it takes to find a treatment program has been reduced from

72 hours  
**6 MINUTES**

## Client References

APAX provides the following professional references. All contacts can speak directly to APAX's technical capabilities, collaborative working approach, and experience with government and public-sector technology engagements.

### **Nick Brock**

*Digital Content Administrator | Lexington-Fayette Urban County Government*

200 E. Main St., Lexington, KY 40507

(859) 258-3000 | nbrock@lexingtonky.gov

**Work Performed:** Ongoing Drupal support and development for LexingtonKY.gov, including accessibility improvements, performance optimization, and site architecture enhancements.

### **Anna Chamberlain**

*Program Coordinator | Kentucky Department for Public Health*

275 E Main St, Frankfort, KY 40601

(502) 564-3970 | anna.chamberlain@ky.gov

**Work Performed:** CMS-driven website for a public health initiative; ongoing development and content management support.

### **Catherine Hines**

*Research Project Manager | FindHelpNow / Kentucky Injury Prevention & Research Center*

2365 Harrodsburg Road, Lexington, KY 40504

(859) 257-5809 | catherine.hines@uky.edu

**Work Performed:** Real-time marketplace connecting treatment providers with caregivers and individuals with substance use disorder. CDC-funded platform now used in multiple states.

### **Vicente Guna**

*Director of Digital Strategy and Information Systems | Presbyterian Church (U.S.A.)*

100 Witherspoon St., Louisville, KY 40202

(502) 569-5000 | vicente.guna@pcusa.org

**Work Performed:** Long-term development and support of a modern, accessible CMS platform serving a national membership base; also developed PC-Biz, the denomination's legislative and policy platform.

## Chris Head

CEO | MobileServe

508 Baxter Ave. Suite #4, Louisville, KY 40204

(502) 381-0070 | chris@mobileserve.com

**Work Performed:** Long-term technical strategy, architecture, and full-stack development for a mobile-first volunteer tracking platform with national user base and government contracts.

## Section 6: Team Qualifications & Capacity

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APAX has the personnel and organizational capacity to fulfill engagements across our core service areas. The following individuals represent the primary team available to support LFUCG:



**Chris Allen** — Principal Software Engineer / Cloud & Infrastructure Architect

With more than a decade of experience, Chris is APAX's lead cloud and infrastructure architect. He designed and maintains the architecture for the American Legal Publishing platform serving 3 million searchable documents, and led the development of the UK HealthCare website infrastructure. Chris specializes in AWS Cloud Development Kit (CDK), Docker, CI/CD automation, and scalable cloud-native application architecture, and is APAX's primary resource for Azure and AWS infrastructure engagements.



**Josh Stewart** — Lead Software Engineer

With seven years of specialized software development experience, Josh is Drupal team lead at APAX and holds Acquia certification. His project portfolio spans national organizations, government agencies, and regional businesses. Josh has expertise in Drupal architecture, custom module development, modern JavaScript frameworks, and complex CMS integrations, and is a strong resource for web application and CMS-related engagements.



**Taylor Akin** — Software Engineer

Taylor brings six years of software engineering experience with a specialization in large-scale content management systems for government and healthcare organizations. Taylor is a Drupal-certified developer who has contributed directly to [lexingtonky.gov](http://lexingtonky.gov) and [ukhealthcare.uky.edu](http://ukhealthcare.uky.edu), giving Taylor institutional knowledge of LFUCG's systems, content architecture, and compliance requirements. Taylor's expertise includes Drupal integrations, search functionality, and content moderation workflows.



**Matt Smith** — Co-Founder & Director of Delivery

Matt Smith is an owner and senior technical leader at APAX Software, contributing expertise in software architecture, back-end application development, and technical strategy. Matt has been with APAX since its early years and brings deep experience in web application development, enterprise back-end engineering, and client-facing technical consulting across government, healthcare, and publishing clients.



**Amanda Murray** — Senior Account Director

With over a decade of experience in marketing and business development, Amanda serves as APAX's primary client relationship manager and business development lead. She has deep expertise in government procurement processes, stakeholder communication, contract management, and project coordination, and has supported engagements with local government, healthcare, and nonprofit clients.

## **Attachment A: Technology Capabilities Assessment**

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Attachment A responds to LFUCG's requested technology capabilities in the areas APAX directly supports within its primary service lanes. APAX is a specialist software and consulting partner focused on application development, cloud and DevOps engineering, databases, and secure application delivery. Where LFUCG's environment includes technologies outside APAX's primary service lanes, APAX has intentionally not represented

those as direct service offerings unless support would be limited to application integration, cloud integration, or a clearly defined partner-led engagement.

CORE INFRASTRUCTURE			
Technology	Avg. Experience	# Employees	Notes
Microsoft Windows Server (2019, 2022)	5 yrs	3	Application hosting, configuration, and support in cloud and on-premises environments
Microsoft Active Directory / Azure AD / Entra ID	5 yrs	3	Identity integration in application development; SSO and MFA implementation
Linux (RHEL, Ubuntu, SUSE)	8 yrs	4	Primary server OS for cloud-hosted applications and DevOps pipelines
Internet Information Services (IIS)	5 yrs	3	ASP.NET Core application hosting and configuration

CLOUD AND DEVOPS			
Technology	Avg. Experience	# Employees	Notes
Microsoft Azure Architecture and Design	6 yrs	3	Cloud architecture design for government and enterprise applications
Microsoft Azure IaaS / PaaS Services	6 yrs	3	App Service, Azure Functions, Storage, VNet, Key Vault, Azure Monitor
Microsoft Azure VMs / Key Vault	5 yrs	3	VM provisioning and secrets management in production application environments
Microsoft Azure DevOps (CI/CD, Pipelines)	5 yrs	3	CI/CD pipeline design, automated builds, release management
Amazon Web Services (AWS) Architecture and DevOps	7 yrs	3	EC2, S3, RDS, Lambda, CDK, EKS; primary cloud lead is Chris Allen
Infrastructure as Code (IaC)	5 yrs	2	Terraform and AWS CDK for automated cloud environment provisioning
Configuration Management (Ansible)	4 yrs	2	Ansible playbooks for server and application environment configuration
Containerization and Orchestration (Docker, Kubernetes)	5 yrs	3	Docker-based deployment pipelines; AKS and EKS production experience
Node.js	7 yrs	4	Server-side JavaScript for APIs and web applications

CI/CD Tools (GitHub Actions, GitLab CI)	7 yrs	4	Standard tooling across all APAX development projects
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## DATABASE AND DATA PLATFORMS

Technology	Avg. Experience	# Employees	Notes
Microsoft SQL Server (2019, latest GA)	8 yrs	4	Schema design, query optimization, stored procedures, reporting, indexing
Azure SQL Database / AWS RDS	5 yrs	3	Cloud-hosted relational deployments with managed scaling and high availability
MySQL / PostgreSQL	7 yrs	3	Open-source relational database design, administration, and migration
NoSQL: MongoDB, Cosmos DB	4 yrs	2	Document store implementations for flexible schema requirements

## APPLICATION DEVELOPMENT

Technology	Avg. Experience	# Employees	Notes
Microsoft .NET 6+ / .NET Core	6 yrs	3	Primary framework for enterprise C# application development
ASP.NET Core (Web Applications and APIs)	6 yrs	3	MVC and API development for government and enterprise applications
Visual Studio / Visual Studio Code	8 yrs	5	Standard development environment across the team
C#	7 yrs	3	Primary back-end language for .NET projects
Python	6 yrs	4	Data processing, scripting, APIs (Django, FastAPI, Flask)
JavaScript / TypeScript	8 yrs	5	Full-stack development; TypeScript preferred for maintainability
HTML5 / CSS3	8 yrs	5	Accessibility-first, responsive UI development (WCAG 2.1 AA)
React, Angular, Vue.js	7 yrs	4	React primary framework; Angular and Vue on client-specific projects
jQuery (legacy support)	8 yrs	5	Legacy system maintenance and integration work
APIs and Web Services: REST, GraphQL	7 yrs	4	API design, documentation, and integration across all projects

PHP / Drupal (CMS)	7 yrs	3	Acquia-certified Drupal development; legacy CMS maintenance and migration
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## GIS AND SPATIAL TECHNOLOGIES

Technology	Avg. Experience	# Employees	Notes
ESRI ArcGIS Online	Ltd.	1	Limited web embed and data integration experience; map component integration only
ESRI ArcGIS API for JavaScript and Python	2 yrs	1	Limited API-level integration for web application map components

## SECURITY AND IDENTITY SERVICES

Technology	Avg. Experience	# Employees	Notes
Identity and Access Management: MFA, Conditional Access, Zero Trust	4 yrs	2	Application-layer IAM design and identity integration; Azure AD / Entra ID
SIEM Integration: Microsoft Sentinel, Splunk	2 yrs	2	Application-event log integration and alerting configuration; not standalone SIEM deployment or operations
Web Application Security (OWASP, Azure WAF, Cloudflare, Azure Front Door)	5 yrs	3	OWASP-compliant development; Azure WAF, Cloudflare, and Azure Front Door configuration in cloud deployments
Application-Layer Vulnerability Management	4 yrs	3	Application-layer scanning and dependency remediation support; not enterprise vulnerability management platforms
Endpoint Security: Microsoft Defender for Endpoint	Ltd.	1	Limited configuration support in cloud-hosted and application-adjacent contexts; not enterprise endpoint fleet management

## Attachment B: Services Offered and Fee Schedule

The following table identifies the services APAX is proposing to provide under this contract within our primary service lanes. APAX's pricing reflects direct delivery in software development, cloud and DevOps, database services, implementation-focused consulting, Microsoft platform work tied to applications and collaboration environments, and secure application delivery. Services outside those lanes are not included unless specifically identified as limited integration support or partner-led services.

SOFTWARE DEVELOPMENT			
Service	Avg. Experience	# Employees	Rate
ASP.NET Core (C#) Development	8 yrs	3	\$175/hr
JavaScript / TypeScript Development	11 yrs	10	\$175/hr
Python Development (Django, FastAPI, Flask)	8 yrs	10	\$175/hr
HTML5 / CSS3 Front-End Development	11 yrs	13	\$175/hr
React / Angular / Vue.js Development	11 yrs	10	\$175/hr
RESTful and GraphQL API Development	8 yrs	10	\$175/hr
Drupal and CMS Development / Maintenance	8 yrs	11	\$175/hr

DATABASE DESIGN AND DATA SERVICES			
Service	Avg. Experience	# Employees	Rate
Microsoft SQL Server Design and Administration	8 yrs	4	\$175/hr
Azure SQL Database	6 yrs	3	\$175/hr
MySQL / PostgreSQL	7 yrs	3	\$175/hr
NoSQL (MongoDB, Cosmos DB)	4 yrs	2	\$175/hr

CONSULTING SERVICES			
Service	Avg. Experience	# Employees	Rate
IT Strategic Planning and Technology Roadmaps	6 yrs	4	\$175/hr
Enterprise Architecture and Cloud Strategy (applications, integrations, data, and cloud modernization)	7 yrs	12	\$175/hr

IT Governance and Compliance (software delivery, documentation, and public-sector accountability)	5 yrs	8	\$175/hr
Disaster Recovery and Business Continuity Planning (systems and cloud environments within APAX scope)	5 yrs	8	\$175/hr
Technical Requirements Gathering and Analysis	7 yrs	4	\$175/hr
Project Management (Agile / PMI)	7 yrs	2	\$175/hr

## SERVER AND APPLICATION IMPLEMENTATION

Service	Avg. Experience	# Employees	Rate
Microsoft SQL Server Implementation	8 yrs	4	\$175/hr
Microsoft Windows Server Implementation and Application Hosting Support	5 yrs	3	\$175/hr
Application Hosting and Delivery Infrastructure Support	6 yrs	8	\$175/hr

## INFORMATION SECURITY SERVICES

Service	Avg. Experience	# Employees	Rate
Policy Development and Review	5 yrs	2	\$175/hr
Security Planning and Risk Analysis	5 yrs	2	\$175/hr
Application-Layer Vulnerability Remediation Support	4 yrs	3	\$175/hr
End-User Security Training	4 yrs	2	\$175/hr

## ENTERPRISE DEVOPS AND CLOUD SERVICES

Service	Avg. Experience	# Employees	Rate
Cloud Architecture and Design (Azure, AWS)	6 yrs	10	\$175/hr
Code Deployment and CI/CD Pipelines	7 yrs	10	\$175/hr
Enterprise System Administration for Application / Cloud Environments	5 yrs	3	\$175/hr
Version Control and Repository Management	8 yrs	5	\$175/hr
Platform as a Service (PaaS) Support	6 yrs	8	\$175/hr
Software as a Service (SaaS) Integration / Configuration Support	5 yrs	8	\$175/hr
Infrastructure as a Service (IaaS) Support	5 yrs	3	\$175/hr
Containerization and Orchestration	5 yrs	3	\$175/hr

Automation and Configuration Management	5 yrs	8	\$175/hr
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<b>TRAINING SERVICES</b>			
<b>Service</b>	<b>Avg. Experience</b>	<b># Employees</b>	<b>Rate</b>
Microsoft SQL Server Training	5 yrs	2	\$175/hr
Visual Studio / Visual Studio Code Training	6 yrs	4	\$175/hr
Azure Fundamentals and Advanced Services Training	5 yrs	2	\$175/hr
Custom Developer / Admin Training for APAX-Supported Technologies	6 yrs	4	\$175/hr

APAX uses one fully loaded hourly rate of \$175 per hour for all proposed services. This rate covers labor, overhead, and applicable fees. There are no standard additional charges. Any third-party or pass-through costs require prior written approval.

## **Section 7: Public Sector Considerations and Acknowledgments**

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APAX acknowledges and affirms the following requirements applicable to public-sector engagements with LFUCG:

### **Public Records Obligations**

APAX understands that records, data, materials, and reports produced under any contract with LFUCG may be subject to Kentucky Open Records Act requirements. APAX will maintain project documentation in a manner that facilitates compliance with public records obligations and will cooperate fully with any records requests as directed by LFUCG.

### **Auditability**

All work products, time records, invoices, and project documentation will be maintained in a clear, auditable format. LFUCG shall retain the right to review, audit, and inspect records related to any engagement under this contract. APAX will provide reasonable access to project documentation upon request.

## Operational Resiliency

APAX recognizes the mission-critical nature of government technology systems. For any system or application under APAX's care, we will implement appropriate operational resiliency measures including documented backup procedures, disaster recovery considerations, and incident response protocols aligned with LFUCG standards.

## Ownership of Work Product

APAX acknowledges that all materials developed, data collected, or reports prepared under any project agreement with LFUCG become the property of LFUCG. APAX further acknowledges LFUCG's non-exclusive rights to copy, publish, disseminate, and use all materials developed under any agreement, in print or electronically.

## Contract Term

APAX acknowledges and accepts the proposed contract term of three (3) years with the option to renew for two (2) additional one-year terms.

## Independent Contractor Status

APAX acknowledges that its employees, agents, and subcontractors are not employees of LFUCG for any purpose, and that APAX operates as an independent contractor in all engagements.

## Section 8: Required Forms

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The following forms are required to be submitted with this proposal. Forms requiring signatures should be completed, signed, and notarized where applicable prior to submission through IonWave:

Form / Document	Status	Notes
Affidavit (signed and notarized)	To be completed	Requires notary public
Equal Opportunity Agreement	To be completed	Signature required
Workforce Analysis Form	To be completed	Insert current workforce data
MWDBE Participation Form	To be completed	List any MWDBE subcontractors

MWDBE Substitution Form	N/A at submission	Complete only if substitution occurs
Attachment A: Outreach Plan (MWDBE)	To be completed	Good faith efforts documentation
General Provisions (signature)	To be completed	Signature of authorized officer
Risk Management / Insurance provisions	Acknowledged	Certificates to be provided prior to award
Attachment A: Technology Capabilities	Included in this proposal	See Attachment A above
Attachment B: Fee Schedule	Included in this proposal	See Attachment B above

## Closing Statement

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APAX Software is proud to be a Lexington-based technology firm with a demonstrated record of serving government and public-sector clients, including the Lexington-Fayette Urban County Government directly. We understand the standards of quality, accountability, and responsiveness that LFUCG demands from its technology partners, and we are committed to meeting and exceeding those standards in every engagement.

APAX brings focused, genuine expertise in custom software development, cloud and DevOps engineering, IT consulting, database design, and application-layer security. We are not a firm that claims every technology on a list — we are a firm that delivers outstanding results in the domains where we specialize. We believe that depth, honesty, and local accountability are the foundation of a long-term partnership, and that is exactly what APAX offers LFUCG.

We are confident that APAX's specialist capabilities, direct LFUCG experience, 100% local workforce, and 19-year track record make us a valuable partner for LFUCG's pre-qualified IT services roster. We welcome the opportunity to discuss our qualifications further and are available for oral presentations or clarification interviews at LFUCG's request.

Thank you for the opportunity to respond to RFP #12-2026.



348 E. Main Street, Lexington, Kentucky 40507  
(859) 472-4219 | [nick@apaxsoftware.com](mailto:nick@apaxsoftware.com) | [apaxsoftware.com](http://apaxsoftware.com)

## AFFIDAVIT

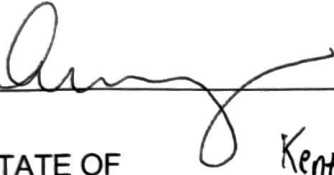
Comes the Affiant, APAX Software / Amanda Murray, and after being first duly sworn, states under penalty of perjury as follows:

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

**Continued on next page**

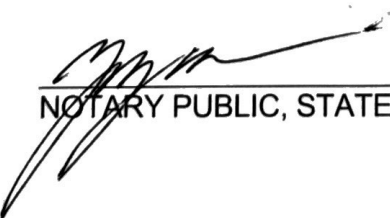
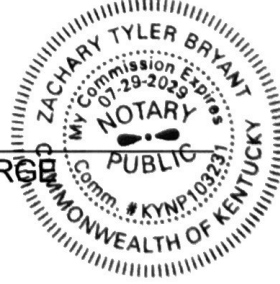
8. Bidder will comply with all registration requirements as a contractor where required by Section 5-85 of the Code of Ordinances of the Lexington-Fayette Urban County Government. Bidder will utilize as subcontractors on the contract only contractors who are registered as required by Section 5-85 of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

Further, Affiant sayeth naught.

  
STATE OF Kentucky  
COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Amanda L Murray on this the 20<sup>th</sup> day  
of April, 2026.

My Commission expires: 7-29-2029

  
NOTARY PUBLIC, STATE AT LARGE  


## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

\*\*\*\*\*

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

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

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

**Bidders**

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

Amanda May  
Signature

APAX Software  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: APAX Software, 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	4	4															4	
Professionals	15	9	4			1				1							11	4
Superintendents																		
Supervisors																		
Foremen																		
Technicians																		
Protective Service																		
Para-Professionals																		
Office/Clerical																		
Skilled Craft																		
Service/Maintenance																		
<b>Total:</b>	<b>19</b>																	

Prepared by: Amanda Murray, Sr. Acct. Director Date: 4/16/20  
 (Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: APAX Software, LLC

Complete Address: 348 E main st. Lexington 40507  
Street City Zip

Contact Name: Nick Sucha Title: President

Telephone Number: 859-472-4219 Fax Number: \_\_\_\_\_

Email address: NICK @ APAXSOFTWARE.COM



# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 12-2020

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

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

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

APAX Software  
Company

4/16/24  
Date

Nick Svob  
Company Representative

President  
Title

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

Proposer Name: APAX Software Date: 4/17/20  
Project Name: RFP# 12-2020 Project Number: 12-2020  
Contact Name: Nick Such Telephone: 859-472-4219  
Email: info@apaxsoftware.com

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

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

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

Is the Bidder/ Proposer a certified firm? Yes  No

If yes, indicate all certification type(s):

DBE  MBE  WBE  SBE  VOSB/SDVOSB

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

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

Click or tap here to enter text.

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

Yes  No

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

mostly done in-house.

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

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

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

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

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

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

Click or tap here to enter text.

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

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

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

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

APAX Software  
Company  
4/19/26  
Date

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

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

A. Termination for Cause

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

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

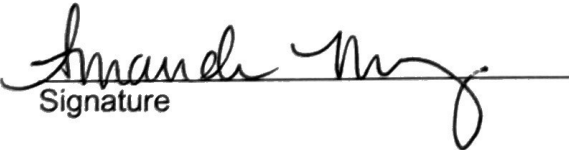
#### B. At Will Termination

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

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

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

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

  
Signature

4/17/20  
Date