



APAX SOFTWARE

Custom Software and Consulting

Prepared for LFUCG

A Note to LFUCG:

APAX Software is grateful for the opportunity to be considered as a vendor for the Lexington-Fayette Urban County Government (LFUCG)

We strongly value our existing partnership and look forward to the opportunity to continue to provide quality services.

In our 10+ years in business, we have committed ourselves to encourage the growth of the Central Kentucky economy. In our multiple partnerships with local organizations, including the University of Kentucky, The City of Lexington, and Keeneland, we take a great deal of pride in providing our neighbors with quality work they can depend on for years to come.

It is a commitment to local excellence and quality of the product that makes APAX Software the right partner for LFUCG.

We have mastered a project lifecycle that takes defined software concepts and translates them into easy-to-use and reliable software. We do this by focusing on our clients. We request that you contact our previous customers to hear about their experiences. Learn how our customer-centric, custom approach leads to software that meets their needs and exceeds expectations.

Thank you again for this opportunity. We look forward to hearing from you with any questions.

We look forward to your reply,



A handwritten signature in black ink, appearing to read 'Brian'.

Brian Raney, CEO

BUILDING TRUSTED PARTNERSHIPS SINCE 2007



A team of expert software developers and designers – all highly motivated to grow your business.

Welcome

APAX Software is a custom software development company pursuing excellence in product development and customer relationships.

Our quality of work and responsiveness to our customers enabled us to make the Inc. 5000 list of the fastest-growing companies in America. We are eager to apply this focus and expertise to your projects.

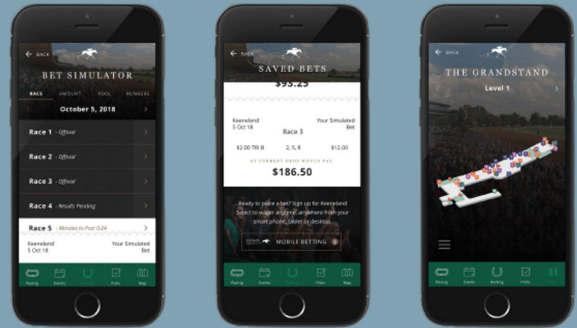
Our client list is diverse - including companies who are large and small, nonprofit and for-profit, startups, and long-established businesses. To each of these customers, we've delivered quality products that are reliable and well-received by their users. We look forward to providing the same for you.

A Glimpse of Our Work



Keeneland Race Day App

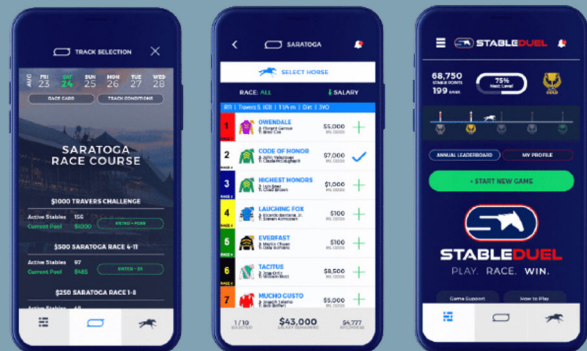
APAX joined forces with Keeneland and Cornett over the past several years to build and maintain the Keeneland Race Day mobile app. The Keeneland mobile app allows users to view Race day information including the odds, payouts, and results of each race. It assists users with navigating around the grounds 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.



StableDuel

The team at APAX developed a full-stack mobile application for the new StableDuel fantasy horse racing game. This includes a Django-based RESTful API backend which allows users to create virtual stables and compete against each other in live horse racing events across the country. APAX also delivered fully native iOS and Android apps giving users on either platform the ability to participate in these exciting events.

Throughout the entire project, APAX worked closely with the StableDuel team to execute the vision for the StableDuel fantasy horse racing experience.

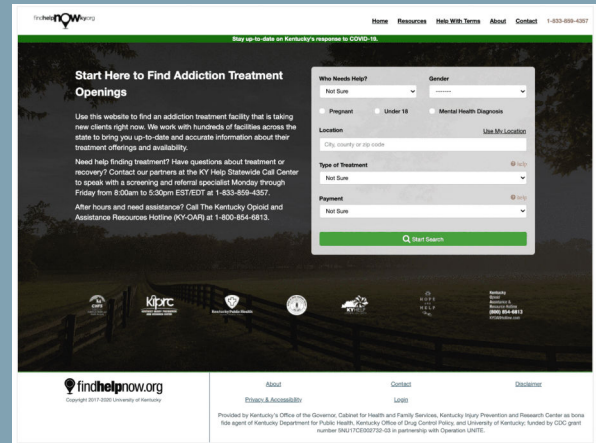


FindHelpNowKY.org

APAX partnered with the Kentucky Injury Prevention and Research Center (KIPRC) to build findhelpnowky.org, a highly responsive, mobile-friendly, easy-to-use, section 508 compliant website to facilitate access to substance abuse treatment centers.

Near real-time availability of SUD treatment openings drastically reduces the time spent by health care professionals, families, and individuals seeking treatment programs. Users can filter facilities based on location, payment type, gender identity, the type of treatment needed, and more.

Within one year, the FindHelpNow site reduced the time to find treatment options from up to 72 hours down to an average of 6 minutes and had 253,803 visitors. In addition, the FindHelpNow model is now being implemented by other states across the country.



LFUCG

APAX has an ongoing partnership with LFUCG to support and develop web and mobile applications. APAX provides ongoing hosting, infrastructure, and continuous integration support for the LFUCG website (lexingtonky.gov). APAX has developed a number of mobile apps for the city including LexCall 311.

Highlights

80%

Client-base from referrals

Inc. 5000 List

of fastest-growing companies in the United States

10 Years +


Longest client partnership

1.5 Million

Invested in local community development

20 +

Devs & branding professionals, all-local



If I could attribute one thing to the success of our company, it'd be APAX. They've gone above and beyond for us, and I couldn't have asked for a better team to work with.

– Chris Head, Cofounder, MobileServe

Our Services

APAX helps companies innovate and grow with custom software that's beautiful, reliable, and easy to use. We'll work with you to mitigate risk, make smart trade-offs and get the maximum value for your budget.

Since 2007, we've made custom apps for more than 300 companies. Empowering them to run smarter, offer more services, and outpace the competition.



Custom Web Apps

Websites are largely static, but web apps allow users to make accounts, submit and access data, run calculations, whatever you need. APAX develops reliable solutions that dramatically improve your internal processes.



Custom Mobile Development

APAX develops apps for mobile phones and tablets: Apple/iOS, Android, cross-platform or responsive web. We'll help you pick the right tech and launch a breakout mobile product or hard-working internal tool.



UX/UI Design

Starting from conceptualization, information architecture, visual identity, and UX design, our design-led engineering process ensures the delivery of impressive experiences for maximum user engagement.



Consulting and Product Strategy

We'll help you remove the risk before you even start. We conduct user research to validate your idea and assumptions, so you don't waste time and money building features your customers won't use.

Our Process

What to Expect

Having designed custom software solutions since 2007, including work on projects just like yours, our success in the digital space is due largely to our comprehensive approach to custom design and development. We effectively leverage the technical tools and strategies that enable companies to acquire, convert, and expand customer engagement in uniquely personal and cost-effective ways. As a result, we've become extremely competent at creating products that provide great user experiences built on technology that enables superior business intelligence and optimization.

We understand what it takes to create a solution that not only improves efficiency but also aligns with business priorities. It's an exciting process, but one that requires a great deal of skill and adaptability — all of which our multi-talented team of designers, developers, marketing, and branding professionals bring to the table. As a result, we're proud to earn more than 80 percent of our business through referrals from past customers.

One of the advantages of working with APAX to develop your application is our customer-centric approach to the entire process. Our proven process digs deep to discover how to best communicate with your customers, using that insight to inform all that we do.

To deliver this outcome, the APAX development process is generally divided into five phases:

Consulting & Discovery

This phase starts with a series of kick-off meetings. We'll help you remove the risk before you even start. We conduct user research to validate your idea and assumptions, so you don't waste time and money building features your customers won't use. APAX gathers the project's requirements to initiate the Discovery Stage. We dive deep into the software functionality required and based on this, settle on the platform(s) that are most appropriate for the build-out and provide additional ideas and recommendations on any missing links we think will be relevant for your business. The goal is to help you scale as intelligently and sustainably as possible while saving you money and time in the long run.

Design

APAX selects a design style based on current brand style guidelines, demographic and psychographic analysis of the target market, and proposes a high-level visual approach or theme. Based on client approval, APAX moves quickly to flesh out the designs in terms of finished mockups.

Development

The development phase involves a series of "sprints", or two-week iterations. We review progress with clients regularly during this sprint process. At the conclusion of development sprints, the beta site is demoed, and quality assurance (QA) testing efforts begin. Resolving found bugs and adding new requests culminates in a production-ready site.

Quality Assurance (QA)

This includes understanding software requirements and business objectives, writing detailed testing plans and executing those plans, performing feature-specific testing during the development cycle, performing full product testing prior to production releases, and working closely with developers to assist with quality goals.

Launch & Post-Launch

The product goes live! Upon client request, APAX provides ongoing optimization, testing, and application maintenance to ensure the site is performing properly and up-to-date at all times.

Throughout this process, we keep clients apprised of our developments through demonstrations, discussions, and collaboratively planning the next priorities. We want to be a partner to our clients to help them succeed.

Developer Onboarding/Deployment Process

APAX has a development and deployment process designed to quickly release new changes. LFUCG owns everything we create, and our goal is to minimize any roadblocks in getting up to speed on the system.

Local development (dev) environments will easily sync with the latest content on the production environment to ease development. Our processes are designed for content to flow backward (from production to dev/staging environments or local machines). We're always building against the latest content, and feature reviews are conducted against the content. This keeps stakeholders from guessing what the new features will look like.

Performance Assurances

An assigned project manager manages all engagements. The project manager works with the team to organize requests into tasks, define each Statement of Work, discuss the timeline, and deliver status updates. After each SOW, the project manager schedules a review meeting to demonstrate the work and discuss anything that can be improved in the future.

APAX Software uses an online task management system to help organize the work into tasks and facilitate the sprint process. The system provides a centralized location for tracking task assignments, each requested item's status, and various discussions.

With so many moving pieces, detailed task management is essential to the overall success of the engagement. We'll work to make sure that all requests are managed throughout the lifecycle so that nothing is dropped along the way.

Typical Lifecycle of a Request

- The customer submits a new request to apply a change to one of the systems.
- The project manager reviews the request to verify that all needed information is provided. The request is assigned a level of difficulty and priority, defining the expected timeline for completion.
- The request is organized into a sprint, worked by the development team, and deployed to a dev environment for testing.
- APAX Software completes internal testing to verify that the change is properly applied to the dev environment and is ready for review by the customer.
- The customer reviews the change and confirms that it's ready for production.
- APAX Software migrates the change from the dev environment to production and verifies that it works correctly.
- The project manager performs a final review, closes the request, and notifies all team members that it's complete.

Training

We provide multiple options, including but not limited to:

- Training
 - In-person
 - Via video conferencing
 - Recorded training videos
- Training based on user group
 - Administrators vs. company users vs. other users
- Documentation
 - General site usage documentation
 - User group based documentation
 - Other types of documentation as requested

Support Services


Support is generally available Monday through Friday, 8-6 pm, Eastern. However, if a critical issue arises over the weekend, please reach out to your designated Project Manager. In addition, Uptime will monitor your project 24/7 and notify our team if something is down; we'll address the issue as soon as possible. We have multiple developers "on-call," should you need us at a moment's notice. Charges for support are documented by the development team using "Teamwork," our time tracking system, and billed at our hourly rate.

Cost of Services

The standard hourly rate for all services offered by APAX Software is \$150 / hour. This includes our full range of services, including consulting, project management, design, and coding services.

Full ownership of all work material produced during this effort, including all iterations of the source code, compiled code, design files, and workflow diagrams, shall be the property of the client upon all invoices being paid in full.

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



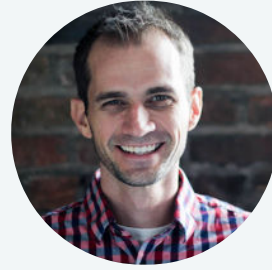
APAX helped guide us through the careful kind of decision-making process that needed to occur.

– Tyler Jennings, KIPRC

Lead Team

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, President

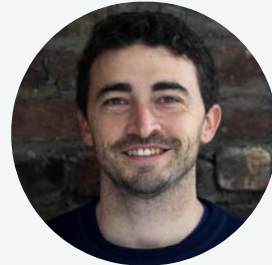
Keith started his career managing technology projects as an Assistant Project Coordinator in 2005. The company he worked for provided web solutions and web application development services. Within his first 2 years, Keith was promoted to a Project Manager and worked on a large range of projects including 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 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 experience with Filemaker and Oracle database solutions, as well as Python, C, ActionScript, CSS, VB Script, and ASP programming languages.



Matt Smith, Lead Data Systems Developer

Matt Smith built his first web application, a work order system, at the age of 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 frontend tech 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.

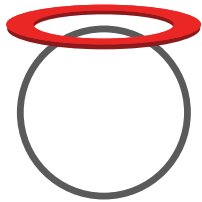


About APAX

Legal Name	APAX Software
Founded	2007
Website	apaxsoftware.com
Leadership	Brian Raney - CEO Keith Kurzendoerfer - President
Address	348 E. Main Street Lexington, KY 40507

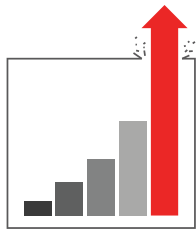
Core Values

Our company is driven by four core values that inform every decision we encounter. 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.



Be Good

Live with honesty and integrity, serve others.



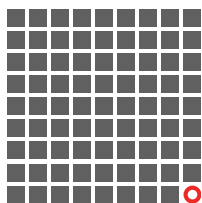
Be Excellent

Create winning habits and do what you say you're going to do.



Be a Friend

To yourself and to others.



Be You

We believe in being secure in our principles and mission.

Client References

LFUCG	Craig Bencz, Administrative Officer Sr. cbencz@lexingtonky.gov 859-258-3430
Kentucky Injury Prevention and Research Center (KIPRC)	Tyler Jennings, Data Management Specialist Sr. tyler.jennings@uky.edu 859-218-2241
Presbyterian Church (USA) Office of the General Assembly	Vicente Guna Serrano, Manager of Technologies vicente.guna@pcusa.org 502-569-5120
MobileServe	Chris Head, Founder, CEO chris@mobileserve.org 502-381-0070
University of Kentucky	Andy Shooner, University Web Manager University of Kentucky Public Relations & Marketing andrew.shooner@uky.edu 859-257-5370

Get in Touch

Phone: [\(859\) 449-8200](tel:8594498200) | Email: info@apaxsoftware.com | Website: apaxsoftware.com



Attachments

Attachment A

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

Technology	Experience	Comments
Microsoft Windows Server (2012, 2016) and the latest generally available release (currently Windows Server Version 2019)	8 years, 4 employees	
Microsoft Windows 8, 10 Desktop	8 years, 4 employees	
Microsoft 365, Architecture and Design	8 years, 4 employees	
Microsoft PowerShell	8 years, 4 employees	
Microsoft Active Directory	9 years, 4 employees	
Microsoft Exchange 2016, 2019	8 years, 4 employees	
AIX versions 5.x, 6.x, 7.x, 8.x, 9.x		
Linux – Various Distributions	10 years, 2 employees	
IBM i Operating System		
IBM i5/OS2 Operating System		
Internet Information Server (IIS)		
F5 BigIP		
VMware VirtualCenter		
VMware ESXi		
Microsoft Access	8 years, 4 employees	
Microsoft SQL Server (2012 – 2019)	8 years, 4 employees	
IBM DB/2 Database		
SharePoint Services (on premise and cloud)		
Microsoft .NET Framework 3+	8 years, 4 employees	
ESRI ArcGIS Enterprise (10.8.1 +)		
ESRI ArcGIS Desktop – ArcMap (10.8.1 +)		
ESRI ArcGIS Desktop – ArcGis Pro (2.6 +)		
ESRI ArcGIS Online		
ESRI ArcGIS API for Javascript	5 years, 4 employees	
ESRI ArcGIS API for Python	5 years, 4 employees	
Visual Studio	5 years, 14 employees	
VBA	5 years, 14 employees	
Python	5 years, 14 employees	
JavaScript	5 years, 14 employees	
HTML5	5 years, 14 employees	
C#	8 years, 4 employees	
C++	8 years, 4 employees	
Ruby	6 years, 14 employees	
Technology	Experience	Comments
Ruby on Rails	3 years, 3 employees	
Visual Basic 6.0	5 years, 14 employees	
ASP.NET	8 years, 4 employees	

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 RPG Freeform BCD Presto jQuery	\$150/hr	
Database Design	SQL Server SQL Server Express MySQL ESRI Enterprise Geodatabase Oracle	\$150/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 (9.2) PeopleSoft FSCM (9.2) ESRI ArcGIS Enterprise Portal Requirements and Design	\$150/hr	
Service		Rate	Notes
Server Application Implementation	Microsoft SharePoint Microsoft Project Server Microsoft SQL Server Microsoft Exchange Microsoft Windows VMware Virtual Center VMware ESX ESRI ArcGIS Enterprise Apache HTTP Web Server	\$150/hr	



HDI SPECIALTY INSURANCE COMPANY
AN ILLINOIS STOCK CORPORATION
161 NORTH CLARK STREET, 48th Floor
CHICAGO, IL 60601

COMMERCIAL CYBER INSURANCE POLICY

For: APAX Software Development, LLC

Policy Number: SCYRD2512790000

Underwriting Team:
Terrence O'Neil - Underwriter
Jim Clark - Chief Underwriting Officer

This section to be used to post any required state surplus lines disclosures such as the following:
THIS INSURANCE HAS BEEN PLACED WITH AN INSURER NOT LICENSED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF KENTUCKY BUT ELIGIBLE AS A SURPLUS LINES INSURER. THE INSURER IS NOT A MEMBER OF THE KENTUCKY INSURANCE GUARANTY ASSOCIATION. SHOULD THE INSURER BECOME INSOLVENT, THE PROTECTION AND BENEFITS OF THE KENTUCKY INSURANCE GUARANTY ASSOCIATION ARE NOT AVAILABLE. (KRS §304.10-090)

Loss Notification

To report a claim 24 hours a day, 7 days a week, please contact us as soon as practicable for further assistance:

Telephone: 1-855-247-4710
Email: KOHagan@ohaganmeyer.com

POLICY JACKET, DECLARATIONS, FORMS AND ENDORSEMENTS COMPLETE THIS POLICY

In Witness Whereof, we have caused this policy to be executed and attested, and if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Corporate Secretary
David Neumeister

CEO
Dr. Lothar Becker

President
James Clark

AFFIDAVIT

Comes the Affiant, APAX Software, LLC, 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, 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."

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AFFIDAVIT

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

1. His/her name is ^{Amanda}~~Murray~~ Amanda Murray and he/she is the individual submitting the proposal or is the authorized representative of APAX Software, 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.

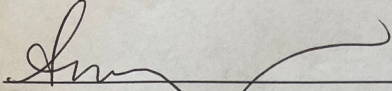
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

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.

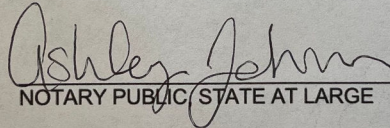


STATE OF Kentucky _____

COUNTY OF Madison _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by Amunds Murray on this the 29th day of March, 2021

My Commission expires: May 24th 2023



NOTARY PUBLIC STATE AT LARGE

Ashley Johnson
Notary ID :623300
Comm.Exp 5/24/2023



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.

Amanda Murray

 Signature

APAX Software, LLC

 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			1														1	
Professionals		7	2			2				1	1						10	3
Superintendents																		
Supervisors		2	2														2	2
Foremen																		
Technicians																		
Protective Service																		
Para-Professionals																		
Office/Clerical																		
Skilled Craft		1	1														1	1
Service/Maintenance																		
Total:		10	6			2				1	1						13	7

Prepared by: Amanda Murray, Account Director
(Name and Title)

Date: 03/06/2021

Revised 2015-Dec-15

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. 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.

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



Signature

03/18/2021

Date

Firm Submitting Proposal: APAX Software, LLC

Complete Address: 348 East Main Street Lexington, KY 40507
Street City Zip

Contact Name: Amanda Murray Title: Account Director

Telephone Number: 859-979-0456 Fax Number: _____

Email address: amanda@apaxsoftware.com

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # _____ #5

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.

_____ 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.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

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

_____ 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.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less

that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

- _____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

- _____ 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

- _____ 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.

- _____ 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.

- _____ 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.

- _____ 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

- _____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

X 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, LLC

Company

03/17/2021

Date

Amanda Murray

Company Representative

Account Director

Title



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # _____ #5 _____

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. Lex Design Co., LLC 859-396-6015 4617 Hickory Creek Dr. Lexington, KY 40515 jacbcreative@gmail.com	Design Services	TB D	
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, LLC

Amanda Murray

Company

Company Representative

03/17/2021

Account Director

Date

Title