

Lexington Fayette Urban County Government

Division of Central Purchasing



Lexington Kentucky

Horse Capital of the World

INVITATION TO BID #151-2012

Public Safety Radio System Subscriber Units

NOTICE TO BIDDERS

Sealed Specification Opening Date:	Friday, November 2, 2012
Sealed Specification Opening Time:	2:00 PM
Address:	200 East Main Street, 3rd Floor, Room 338 Lexington, KY 40507
Online Pricing Event Date:	Monday, November 12, 2012
Online Pricing Event Time:	2:00 PM

INVITATION TO BID

Bid Invitation Number: **151-2012**

Date of Issue: **10/23/2012**

This is an Electronic Bid Event. The Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky will be accepting bids for this commodity online. **Sealed specification responses, excluding pricing, must be received by LFUCG no later than** Friday, November 2, 2012 **at 2:00 PM EDT.**

Registered suppliers will receive a formal invitation to bid in the specified event via email and may receive other invitations to bid in future events as those opportunities arise.

Suppliers who accept their formal invitation to bid will be contacted by Buy Rite Technologies LLC with login information and instructions.

LEGAL ANNOUNCEMENT OF REVERSE AUCTION BID

Lexington-Fayette Urban County Government has contracted with Buy Rite Technologies LLC, to conduct an Online Bid Event at <http://www.lfucgsourcing.com>

Buy Rite Technologies LLC will work directly with the successful bidder regarding collection of all Reverse Auction Fees.

Buy Rite Technologies LLC shall bill for only those goods or services accepted by the County and correctly billed for by the awarded bidder. Depending on the bid, Buy Rite Technologies may request that the successful bidder send “shadow invoices” to Buy Rite Technologies so Buy Rite is aware of all invoices being sent to Lexington-Fayette Urban County Government related to this bid.

The fee is collectable from the awarded bidder within 30 days after receipt of payment by LFUCG.

Volume of Award	% Cost per Auction Event	Dollar Amount Not To Exceed
\$0.00 to \$2,000,000.00	2.00%	\$2,000,000.00
\$2,000,000.01 to \$5,000,000.00	1.50%	\$5,000,000.00
\$5,000,000.01 and up	1.00%	N/A

These fees should be sent to:

Buy Rite Technologies LLC
18 Cattano Avenue
Morristown, NJ 07960
ATTN: Accounting Department

Milestones:

Milestone	Date/Time
Bid Package Released to Potential Suppliers	By: Tuesday, October 23, 2012
Sealed Specification Responses	Received By: Friday, November 2, 2012 by 2:00 PM EDT
Electronic Bidding Event	On: Monday, November 12, 2012 beginning at 2:00 PM EDT
Bids Verified & Contract Awarded (If Awarded)	4th Quarter 2012
Anticipated Delivery	1st Quarter 2012

MILESTONE EXPLANATIONS:

BID PACKAGE DISTRIBUTED TO POTENTIAL SUPPLIERS:

This is the release date of the item to be bid.

SEALED SPECIFICATION RESPONSE:

This refers to the date and time that all information **other than pricing** must be returned to the buyer. Traditionally this would be the same information submitted to the buyer in a normal paper bid, again without pricing. This allows the buyer to pre-approve those suppliers who participate in the actual live bid.

ELECTRONIC BIDDING EVENT:

The day, date and time of the start of the actual live bidding event.

Sealed Specification responses will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until 2:00 PM EST on Friday, November 2, 2012. All Specification Proposals must be attached to this proposal. Specification submittals must indicate any and all exceptions to the specifications, as well as any option packages or prepayment discounts. DO NOT SUBMIT BID PRICING WITH YOUR SPECIFICATIONS PACKAGE.

Sealed Specification Responses should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for Sealed Specification Responses that are not addressed and delivered as indicated above. Sealed Specification Responses that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: See Specifications.

Bid Security Required: Yes No Performance Bond Required: Yes No
Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

Quantity	Commodity/Service
PCT	Public Safety Radio System Subscriber Units
	See specifications.

<p style="text-align: center;"><u>Check One:</u></p> <p><input type="checkbox"/> Bid Specifications Met</p> <p><input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p style="text-align: center;"><u>Proposed Delivery:</u></p> <p><input type="checkbox"/> days after acceptance of bid.</p>
<p><u>Procurement Card Usage</u></p> <p><input type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?</p> <p><input type="checkbox"/> No</p>	

Submitted by: _____
Firm

_____ *Address*

_____ *City, State & Zip*

***Bid must be signed:
(original signature)***

_____ *Signature of Authorized Company Representative – Title*

_____ *Representative's Name (Typed or printed)*

_____ *Area Code - Phone – Extension* _____ *Fax #*

_____ *E-Mail Address*

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the bid or is the authorized representative of

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

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

7. Bidder 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 _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me

by _____ on this the _____ day

of _____, 2011.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy

Reduced energy costs without compromising quality or performance

Reduced air pollution because fewer fossil fuels are burned

Significant return on investment

Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes _____ No _____

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for the live bid event.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered. **Pricing is to be submitted online ONLY.**
- I. Sealed Specifications must be submitted prior to the date and time indicated for opening. Sealed Specifications submitted after this time will not be considered.
- J. All Sealed Specification Responses mailed must be marked on the face of the envelope:

“Bid on #151-2012 Public Safety Radio System Subscriber Units”

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for Sealed Specification Responses that are not addressed and delivered as indicated above. Sealed Specification Responses that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.

- L. A certified check or Bid Bond in the amount of N/A percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year from the date of acceptance of this contract by the Lexington-Fayette Urban County Government.
- B. Price Changes (**Space Checked Applies**)
 - 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

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 handicap.

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____ / ____ / ____

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by: _____

Name & Title

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT
PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507

**Lexington-Fayette Urban County Government
MBE/WBE Participation Goals**

PART 1 - GENERAL

- 1.1 The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises as subcontractors or suppliers in their bids.
- 1.2 Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned and Woman-Owned Businesses on this contract.
- 1.3 **It is therefore a request of each Bidder to include in its bid, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.**

PART 2 - PROCEDURES

- 2.1 The successful bidder will be required to report to the LFUCG, the dollar amounts of all purchase orders submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2.2 Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MBE/WBE Firm; this is subject to approval by the LFUCG. (See LFUCG MBE/WBE Substitution Form)
- 2.3 For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - A. The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 2.4 The LFUCG will make every effort to notify interested MBE/WBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

PART 3 - DEFINITIONS

- 3.1 A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 3.2 A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

PART 4 - OBLIGATION OF BIDDER

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled “MBE/WBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4.4 **Failure to submit this information as requested may be cause for rejection of bid.**

PART 5 - DOCUMENTATION REQUIRED

- 5.1 Bidders reaching the Goal are required to submit only the “MBE/WBE Participation Form.” The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 5.2 Bidders not reaching the Goal must submit the “MBE/WBE Participation Form”, the “MBE Quote Summary Form” and a written statement documenting their Good Faith Effort to do so (If bid includes no MBE/WBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
 - A. Advertisement by the bidder of MBE/WBE Contracting opportunities associated with this bid in at least two (2) of the following:
 - 1. A periodical in general circulation throughout the region
 - 2. A Minority-Focused periodical in general circulation throughout the region
 - 3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
 - 4. Bidder shall include copies of dated advertisement with his submittal

- B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the bid opening date.
- C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from firms that were contacted indicating that they would not be submitting a bid.
- D. Documentation of Bidder's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
- E. 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. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the bid, if participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women 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 the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

LFUCG—Economic Engine Listings

Marilyn Clark

mclark@lexingtonky.gov

859-258-3323

Commerce Lexington—

Tyrone Tyra, Minority Business Development

tyra@commercelexington.com

859-226-1625

Tri-State Minority Supplier Diversity Council

Sonya Brown

sbrown@tsmsdc.com

502-625-0137

Small Business Development Council

Dee Dee Harbut /UK SBDC

ddharbut@uky.edu

Shawn Rogers, UK SBDC

Shawn.rogers@uky.edu

Shiree Mack

smack@uky.edu

Community Ventures Corporation

James Coles

jcoles@cvcky.org

859-231-0054

Kentucky Department of Transportation

Shella Jarvis

Shella.Jarvis@ky.gov

502-564-3601

KPAP

Debbie McKnight

Debbie.McKnight@ky.gov

800-838-3266 or 502-564-4252

Bobbie Carlton

Bobbie.Carlton@ky.gov

Ohio River Valley Women's Business Council

Rea Waldon

rwaldon@gcul.org

513-487-6534

Kentucky Small Business Connect

Tom Back

800-626-2250 or 502-564-2064

<https://secure.kentucky.gov//sbc>

**National Minority Supplier Development Council, Inc.
(NMSDC)**

www.nmsdc.org

LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MBE/WBE 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.

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

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

Company

By

Date

Title

LFUCG MBE/WBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MBE/WBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

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

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

Company

Date

Company Representative

Title



MBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- _____ Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- _____ Sponsored Economic Inclusion event to provide networking opportunities
- _____ Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- _____ Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- _____ Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the bid opening date
- _____ Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- _____ Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- _____ Other
Please list any other methods utilized that aren't covered above.

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

Company

Company Representative

Date

Title

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/VENDOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Vendor shall procure and maintain for the duration of this contract the following or

equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Vendor. The cost of such insurance shall be included in any bid:

Coverage

Limits

General Liability (Insurance Services Office Form CG 00 01)	\$3 million per occurrence, \$5 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Products Liability	\$1 million per occurrence, \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products Liability endorsement unless it is deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject

to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the work.

00348003

Required Subscriber Radio Unit Specifications

1.1 Technical Specifications

1.1.1 Overview

LFUCG's Division of Police shall be purchasing radio user equipment that will require different features depending on the user departments and their operational needs. By "radio user equipment", the solicitation refers to mobile and portable radios. After thorough testing and evaluation during the RFI process the LFUCG Division of Police has selected 3 full featured models, 3 high end models and 3 mobile models meeting these outlined specifications that are eligible to participate in the bidding phase of this procurement.

Equipment Categories:

- a. Mobile units meeting all requirements as defined for public safety grade units as described below
- b. Full featured public safety grade radios as described below; these radios will be the most common model used by all first responders in the new LFUCG system
- c. High end user radios, for Commander/Management level: top performance models meeting all requirements as defined for public safety grade units with all additionally available features including multi-band operation.

Public Safety grade radio features:

- a. APCO P25 Phase I trunked radio
- b. Upgradeable to APCO P25 Phase II
- c. Minimum 32 conventional channels
- d. Minimum 256 system/talkgroups
- e. Programmable time-out-timer
- f. Digital and analog talk-around
- g. Individual call
- h. Emergency operation
- i. Group scan
- j. Software programmable via PC
- k. Alphanumeric display
- l. Back lighting of display with dimmer control

- m. Encryption capable, AES, minimum 15 keys
- n. On/off volume knob
- o. 16 position rotary knob with stops
- p. Dynamic regrouping capable
- q. Mil Specs 810C, D, E and F
- r. Accessories
 - i. Black leather swivel case with radio retention capability & belt loop
 - ii. Black nylon swivel case with radio retention capability & belt loop
 - iii. Rapid rate desk charger (1 hour full recharge)
 - iv. Choice of antenna types
 - v. Spring-loaded belt clip
 - vi. Choice of battery types
 - vii. Multi unit charger (standard charge)
 - viii. Public Safety remote speaker-mic (no antenna)
 - ix. Public Safety grade throat mic with adaptor and PTT switch
 - x. Covert surveillance earpiece to work with lapel mic
 - xi. Noise cancelling mic
 - xii. Complete programming set – software, licenses, cables and connectors
 - xiii. Complete encryption management kit – software, licenses, cables and connectors
- s. Options:
 - xiv. GPS
 - xv. UL intrinsically safe portable model

1.1.2 Mobile Radio, 700/800 MHz

All mobile radios shall be frequency synthesized and furnished to operate on all channels in the 700/800 MHz land mobile bands analog and digital capable fully compatible with the P25 standards. Specific channel assignment will be made by the trunking control system. In the event the mobile radio unit begins operating on a site or subsystem which is in a failed mode, a unique tone will be heard on the unit's speaker and indicated on the displaying if applicable. Submitters shall describe the capabilities of the proposed mobile radios to provide an indication to the user that the trunked system is operating in a mode that is not normal. It is preferred that users have the ability to silence the failure indication tone.

All mobile radios shall be programmable for a minimum variable output power between 5-35 watts at a minimum. Mobile speaker audio output shall be 10 watts , at a minimum.

Mobile stations shall have an engraved or stamped multi-digit unique serial number applied to each unit. These shall be of such type, and located in such a position that their removal or alteration is as difficult to do and as obvious to spot as economically feasible. It is not the intent of LFUCG in requiring this identification to raise the cost of the units by any significant percentage. Submitters must be aware of this intent when proposing a suitable method of identification.

Additionally, the Contractor must provide LFUCG with a paper copy and an electronic copy (inventory) of a complete listing of all unique serial numbers by department used for identification, and must also maintain a copy in its records to facilitate system support and future purchases.

The mobile station exterior housing shall be made of plated or painted steel or aluminum of sufficient gauge to provide for adequate protection and theft deterrence. Plastic, nylon or other suitable synthetic material may be used for the radio enclosure/housing if its usage is adequately justified and it can meet the required performance specifications.

The interconnecting cable, including + and - DC power, shall be of such construction that frequent exposure to hydraulic fluids and petroleum based oils will cause minimal damage such as cracking or softening of the cable jacket.

All mobile units and operation radios shall be supplied with control unit, speaker, microphone and all accessories required for installation. Submitters shall include the price of one (1) control unit for each trunk-mounted radio, unless otherwise noted in the pricing section.

The successful vendors shall be required to demonstrate that the microprocessor-based equipment is totally functional in the vehicular environment, in which LFUCG intends it to be used. This test shall include, but not be limited to, RF immunity, DC input voltage fluctuations, noise introduced in the DC line and typical usage impact. Any degradation of functional parameters of the equipment supplied due to normal or emergency operation of the vehicle in which it is installed shall be corrected by the Contractor. The mobile units shall be capable of withstanding the harsh environment associated with use in emergency vehicles.

Open air mobile units and all external headsets, microphones and speakers must be weatherproofed and suitable for outdoor mounting. All installation and operating cabling, brackets, etc. must be part of this procurement.

Control head mounting locations shall be subject to the approval of the particular department being supplied. Mobile antennas and cabling to trunk or dash mounted units must be supplied as part of this procurement, replacing any existing cabling and antennas.

The housing shall be devoid of any louvers or other openings thereby protecting the radio set from dirt, dust, and moisture and splashing water.

The mobile radio shall be capable of operation from a nominal 12-volt dc primary power source, with positive action reverse polarity protection to avoid damage if the radio were to be incorrectly installed. In that event, the only damage allowed shall be blown fuses if the radio were turned "ON". The radio set shall operate from a negative ground primary source.

All power should be derived directly from the vehicle battery, without using active components such as transistors in an oscillator circuit, step-up transformers, or rectifiers. Primary power input shall be adequately fused to assure fast and positive action.

Some mobile radios will require priority-scanning capability. These units shall be capable of scanning a minimum of ten (10) fleets/sub fleets. The operator shall be readily able to select the fleets/sub fleets to be scanned, to designate and change the priority channel, and to enable or disable the scanning mode.

Additional equipment specifications are listed below.

System Compatibility - Mobile radios shall be equipped and compatible with software related features of the trunking system:

- ◆ Dynamic talkgroup reconfiguration
- ◆ System access priority
- ◆ Trunking controller failure operating mode
- ◆ Signaling error correction (To correct erroneous talkgroup assignments, software shall provide for the mobile to revert to the signaling channel in the event that a unit is assigned to an incorrect talkgroup)
- ◆ Wide area operation capability
- ◆ Selective inhibit and uninhibit
- ◆ AES Non Proprietary Multikey Encryption (Selected Public Safety radios)
- ◆ Over-The-Air-Rekeying (OTAR) (Selected Public Safety radios) (optional)
- ◆ Software driven tuning and alignment capabilities
- ◆ Batch cloning capability
- ◆ Over-The-Air-Programming (OTAP) (optional)

Emergency Alarm Switch/Button - Mobile radio control heads shall be equipped with an emergency switch or button which will encode a unit identification and emergency status message when depressed. The emergency signaling shall be placed onto the system immediately to be decoded and displayed at the user's dispatch center.

Status Tones - Audible programmable indication shall be provided for the following operational conditions:

- ◆ System busy
- ◆ Callback when channel is available
- ◆ Trunking controller failure
- ◆ Failsoft
- ◆ Time out timer operation
- ◆ Access to system denied
- ◆ Out of range of trunked system

Control Head

- ◆ Mounting - Shall provide for mounting on vertical or horizontal plane mounting surface
- ◆ Displays - Shall be clearly labeled and shall be backlit for nighttime visibility
- ◆ Microphone - Palm type, with push to talk switch
- ◆ Selector Switches - Rotary selectors and volume controls are required on Public Safety radios; however, rocker buttons are acceptable.
- ◆ Multiple control heads - Some vehicles require a front and rear control heads

- ◆ An "on-off" switch shall control primary power to the radio set.
- ◆ A volume control shall regulate the audio level of the speaker.
- ◆ Indicator lamps (either LED or LCD devices) shall be provided which indicate "radio set on" and "transmitter carrier on" functions.
- ◆ A talkgroup selector switch or switches, if applicable.

Service Facilities - A central metering jack shall be provided for connecting test apparatus to the radio for measuring transmitter and receiver circuitry alignment.

Selective Signaling and Alert Decoder

- ◆ Shall allow for selective signaling of mobile units
- ◆ Shall provide a visual or audible indication on the control head of a call waiting

Talk-around and Conventional Operation - Shall provide for direct, simplex, mobile-to-mobile communication in analog or digital mode

1.1.3 Portable Radio, 700/800 MHz

The portable radio shall meet MIL 810 C, D, E and F standards for shock, vibration, salt, fog, dust and rain, and shall consist of weather resistant, FM transmitter, receiver battery power supply and operating controls, all housed in a durable, attractive, weather resistant enclosure. The case of the unit shall fit comfortably in, and permit, one hand operation. All portable radios shall be programmable for a variable output power between 1-3 watts at a minimum, portable speaker audio output shall be 500 milliwatts, at a minimum.

All portable radios supplied under this procurement shall be frequency synthesized and furnished to operate on all channels in the 700/800 MHz land mobile bands analog and digital capable fully compatible with the P25 standards. Specific channel assignment will be made by the trunking control system. In the event the portable radio unit begins operating on a site or subsystem which is in a failed mode, a unique tone will be heard on the unit's speaker and indicated on the display if applicable. Submitters shall describe the capabilities of the proposed portable radios to provide an indication to the user that the trunked system is operating in a mode that is not normal. It is preferred that users have the ability to silence the failure indication tone.

The radio set shall be small, lightweight and rugged. The radio set shall be capable of withstanding severe operating conditions. The portable housing shall be constructed of high impact resistant material. It shall be sealed and gasketed to protect internally mounted circuitry against dust, foreign particles, moisture and splashing water. Opening the battery compartment shall not break the seal to the radio circuitry. "Ruggedized" portable radios are preferred. If available, ruggedized portable radios shall be offered and thoroughly described.

The radio shall be single battery operated to insure uniform battery depletion. Submitters shall propose a rechargeable battery, which shall be quickly and easily removed. Battery life, based on a 10% transmit, 10% receive, 80% stand-by duty cycle, measured in accordance with EIA RS-316, shall be at least twelve (12) hours. Batteries must be capable of full recharge in one (1) hour or less. Batteries provided must be capable of withstanding a 3' drop test to concrete without damaging battery performance or visibly cracking the battery housing.

The volume and mode selection controls on the portable radios shall be mounted on the top of the unit for easy access. A rotary control knob shall be provided to select talkgroups as desired,

simultaneously selecting the correct transmitter and receiver digital code. The switch shall not rotate through more than 355 degrees. Other controls shall include a volume control/on-off switch. A sealed transmitter "push-to-talk" (PTT) switch shall be provided on the side of the unit, and an emergency switch shall be provided for user defined quantities of radios.

The audio output level of the tone shall be independent of the volume control.

All portables shall be available with a variety of devices such as belt clips, leather cases, etc. Public safety speaker/microphone assemblies shall be available and thoroughly described in the bid. Further, it must be possible for an operator to remove the public safety speaker/microphone assembly from a portable radio without the use of tools, and then operate the radio in normal fashion. Speaker/microphones shall not have antennas on the microphone. All speaker/microphones shall use coiled cords to connect the speaker microphone to the radio, and shall be available in at least three (3) different lengths. Speaker microphones shall be noise canceling.

Additional equipment specifications are listed below.

Unit Identification - Shall transmit a digital unit identification when the PTT switch is depressed

System Compatibility - Radios shall be equipped and compatible with the following trunked system software or firmware related functions:

- ◆ Dynamic talkgroup reconfiguration
- ◆ System access priority
- ◆ Trunking controller failure operating mode
- ◆ Signaling error correction (To correct erroneous talkgroup assignments, software shall provide for the mobile to revert to the signaling channel in the event that a unit is assigned to an incorrect talkgroup)
- ◆ Wide area operation capability
- ◆ Selective inhibit and uninhibit
- ◆ Multikey Encryption (selected Public Safety radios)
- ◆ Over-The-Air-Rekeying (OTAR) (selected Public Safety radios)(optional)
- ◆ Software driven tuning and alignment capabilities
- ◆ Batch cloning capability
- ◆ Over-The-Air-Programming (OTAP) (optional)

Emergency Alarm Switch- An emergency button/switch shall be provided, which, when activated, permits immediate access to a control channel and alerts the dispatcher of an emergency transmission. When the emergency button is activated, the transmitter operates in its highest priority mode, and the PTT switch can be used to key the transmitter in that mode. No receive audio shall be present unless the PTT switch is first activated.

Submitters shall describe in their bid how they intend to comply with this emergency call requirement for hand-held radio sets.

Status Tones - Shall provide audible programmable indication of the following conditions:

- ◆ System busy
- ◆ Call back when channel available
- ◆ Trunking controller failure
- ◆ Time out timer activation
- ◆ Access to system denied
- ◆ Out of trunked radio system range
- ◆ Master Network Controller failure
- ◆ Other reduced capability indicator

Selector Switches - Rotary selectors and volume controls are strongly preferred instead of rocker buttons. Rotary selectors are required on Public Safety models.

Battery Chargers

Battery charging units operating from 110V AC, 60 Hz primary power shall be provided. Multi-unit chargers shall be capable of fully charging batteries in two (2) hours or less. All chargers shall automatically switch to trickle charge when the battery is 70% (or more) charged. Miniature meters (scaleless) or lighted indicators shall be provided which will indicate when a battery is charging and also when it is fully charged.

- ◆ Desktop charger capable of holding a single radio unit or battery.
- ◆ Multi-unit charger suitable for wall mounting or desktop placement.
- ◆ Multi-unit battery charger/conditioner capable of diagnosing/ restoring battery performance.
- ◆ Rapid rate vehicle mountable radio charger.

Each charger provided shall be capable of recharging batteries with the lithium-ion or nickel metal hydride battery either connected to, or removed from, the radio set. The charger shall be equipped with automatic full discharge option to first fully discharge the battery to a minimum of 1 volt per cell and then recharge the battery, or else the bidder shall certify that this feature is not needed, because the batteries being supplied are not susceptible to developing "battery memories".

1.2 Training

1.2.1 Required Training

The contractor will provide a comprehensive training package for 3 LFUCG technicians, the technicians will be trained on the functionality, programming, installation and maintenance of both portable and mobile radios. The training will be conducted in-house at a location specified by the LFUCG. Training materials will be provided in advance, and shall remain the property of the LFUCG in order to train additional personal. As part of the Training, the successful contractor will provide support to the LFUCG in developing the programming templates for the participating agencies and assist in programming 30 portable and 30 mobile radios.

Figure 7.1.4A**Mobile, Portable, Control Station Specifications
(Public Safety Tiers)**

SPECIFICATIONS	MOBILE	PORTABLE
Power Requirements	11-16 Vdc, negative ground	Min choice of Ni-MH or Lithium-Ion, (re- chargeable)
Temperature	-30° to +60° C (Full Performance)	-30° to +60° C (Full Performance)
Humidity	95% @ 50° C	95% @ 50° C
Duty Cycle	20% Tx 100% Rx	10% Tx 10% Rx 80% Stby (12 hours minimum battery life)
Shock & Vibration	MIL 810 C/D/E/F/G	MIL 810 C/D/E/F/G
Tx RF Output Power	15-30 watts	3 watts
Tx RF Output Impedance	50 Ω	--
Tx Frequency Stability	±0.00015% -30°/+60° C	±0.00015% -30°/+60° C
Tx Local Audio Sensitivity		
FCC Emission Designator	11K0F3E 20K0F3D	11K0F3E 20K0F3D
Tx Audio Response	+1, -3 dB, 6 dB pre-emphasis	+1, -3 dB, 6 dB pre-emphasis
Tx Audio Distortion	≤3% @ 1 kHz	<5% @ 1 kHz
Tx Spurious & Harmonic	≥-75 dB	≥-75 dB
Tx FM Noise	≥-40 dB @ 3.3 kHz deviation & 1.0 kHz modulation	≥-40 dB @ 3.3 kHz deviation & 1.0 kHz modulation
Rx Frequency Stability	±0.00015% -30°/+60° C	±0.00015% -30°/+60° C
Rx Sensitivity (EIA SINAD)	0.35μV/12dB SINAD	0.35μV/12dB SINAD
Rx Selectivity (12.5kHz Channel)	≥-63 dB	≥-63 dB
Rx Intermod Rejection	≥-70 dB	≥-70 dB
SPECIFICATIONS	MOBILE	PORTABLE
Rx Spurious & Image Rejection	≥-75 dB	≥-75 dB
Rx Audio Response	+1, -3 dB, 6dB/octave de- emph	Describe
Rx Audio Output	5 or 10 watts, ≤3% distortion @ max. rated output	0.5 watts, ≤5% distortion @ max. rated output

SELECTED VENDORS WILL SUBMIT PRICING ONLINE DURING THE ONLINE PRICING EVENT ON MONDAY, NOVEMBER 12TH, 2012. DO NOT SUBMIT PRICING WITH YOUR SEALED SPECIFICATIONS.

BID SCHEDULE

The Bidder agrees to supply the materials described in the Contract Documents and Specifications for the following unit prices which shall include the furnishing of all materials, supplies, shipping costs, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved.

Extended Warranty Items

	Portables	Grade – Full Featured				
	Approved Manufacturer	Approved Model Number	Warranty	Estimated Initial Quantity	Unit	Unit Price
Item #1	Kenwood	TK-5410K2 with KMC-41M lapel mic	10 Year	400	EA	Do not include pricing with sealed specifications
Item #2	Motorola	APX6000Li 1.5 with PMNN4062A lapel mic	10 Year	400	EA	Do not include pricing with sealed specifications
Item #3	Tait	TP9155 with TPA-AA-203 lapel mic	10 Year	400	EA	Do not include pricing with sealed specifications

	Portables	Grade – High End				
	Approved Manufacturer	Approved Model Number	Warranty	Estimated Initial Quantity	Unit	Unit Price
Item #4	Kenwood	TK-5410K3 with KMC-41M lapel mic	10 Year	150	EA	Do not include pricing with sealed specifications
Item #5	Motorola	APX6000 3.5 with PMNN4062A lapel mic	10 Year	150	EA	Do not include pricing with sealed specifications
Item #6	Tait	TP9160 with TPA-AA-203 lapel mic	10 Year	150	EA	Do not include pricing with sealed specifications

	Manufacturer	Item	Unit Pricing(Discount %)
Item #7	All Manufacturers	Percentage Discount off of list price for all catalog portable accessories	Do not include pricing with sealed specifications

	Manufacturer	Item	Unit	Unit Price
Item #8	All Manufacturers	Keyloader for AES Encryption	EA	Do not include pricing with sealed specifications

	Manufacturer	Item	Unit	Unit Price
Item #9	All Manufacturers	Set of programming/maintenance software & cables	EA	Do not include pricing with sealed specifications

Portable Unit Pricing must be provided with the standard warranty and a 10 year hardware and software warranty.

Warranty period for portable units will begin at time of beneficial use by the LFUCG.

Portable Unit Pricing must include an initial battery plus a replacement battery every 2 years for the duration of the 10 year warranty period. Replacement batteries will be shipped to the LFUCG, FOB Lexington, KY at no additional cost.

Portable Unit Pricing must include a desktop charger, antenna, belt clip, lapel mic and leather case with D ring for each unit.

All portable units must include non-proprietary AES encryption.

All portable units must be P25 phase 2 capable, upgradeable to phase 2 or manufacturer must be willing to provide a P 25 phase 2 capable unit at no cost to the LFUCG during the 10 year warranty period. All training as outlined in section 1.2.1 of the technical specifications must be included in unit pricing.

A Compliance Acceptance Program(CAP) certificate must be provided proving that the radios have been certified to work with a P25 Cassidian system and must be provided for all approved models.

Provide proof of successful completion of the Cassidian Interoperability Test or provide schedule/timeline to complete the Cassidian Interoperability Test.

	Mobiles					
	Approved Manufacturer	Approved Model Number	Warranty	Estimated Initial Quantity	Unit	Unit Price
Item #10	Kenwood	TK-5910 with KCH-15M control head	10 Year	250	EA	Do not include pricing with sealed specifications
Item #11	Motorola	APX6500Li with O5 standard control head	10 Year	250	EA	Do not include pricing with sealed specifications
Item #12	Harris	M7300 Scan	10 Year	250	EA	Do not include pricing with sealed specifications
Item #13	Tait	TM9155	10 Year	250	EA	Do not include pricing with sealed specifications

	Manufacturer	Item	Unit Pricing(Discount %)
Item #14	All Manufacturers	Percentage Discount off of list price for all catalog mobile accessories	Do not include pricing with sealed specifications

Mobile Unit Pricing must be provided with the standard warranty and a 10 year hardware and software warranty.

Mobile Unit Pricing must include remote mount cabling(minimum of 20ft) including remote mount kit and control head, external speaker and all required mounting

hardware for each unit. All training as outlined in section 1.2.1 of the technical specifications must be included in unit pricing.

A Compliance Acceptance Program(CAP) certificate must be provided proving that the radios have been certified to work with a P25 Cassidian system and must be provided for all approved models.

Provide proof of successful completion of the Cassidian Interoperability Test or provide schedule/timeline to complete the Cassidian Interoperability Test.

Standard Warranty Items

	Portables	Grade – Full Featured				
	Approved Manufacturer	Approved Model Number	Warranty	Estimated Initial Quantity	Unit	Unit Price
Item #15	Kenwood	TK-5410K2 with KMC-41M lapel mic	Standard	400	EA	Do not include pricing with sealed specifications
Item #16	Motorola	APX6000Li 1.5 with PMNN4062A lapel mic	Standard	400	EA	Do not include pricing with sealed specifications
Item #17	Tait	TP9155 with TPA-AA-203 lapel mic	Standard	400	EA	Do not include pricing with sealed specifications

	Portables	Grade – High End				
	Approved Manufacturer	Approved Model Number	Warranty	Estimated Initial Quantity	Unit	Unit Price
Item #18	Kenwood	TK-5410K3 with KMC-41M lapel mic	Standard	150	EA	Do not include pricing with sealed specifications
Item #19	Motorola	APX6000 3.5 with PMNN4062A lapel mic	Standard	150	EA	Do not include pricing with sealed specifications
Item #20	Tait	TP9160 with TPA-AA-203 lapel mic	Standard	150	EA	Do not include pricing with sealed specifications

Portable Unit Pricing must include a standard hardware and software warranty. Warranty period for portable units will begin at time of beneficial use by the LFUCG.

Portable Unit Pricing must include a desktop charger, antenna, belt clip, lapel mic and leather case with D ring for each unit.

All portable units must include non-proprietary AES encryption.

All training as outlined in section 1.2.1 of the technical specifications must be included in unit pricing.

A Compliance Acceptance Program(CAP) certificate must be provided proving that the radios have been certified to work with a P25 Cassidian system and must be provided for all approved models.

Provide proof of successful completion of the Cassidian Interoperability Test or provide schedule/timeline to complete the Cassidian Interoperability Test.

Standard Warranty Items

	Mobiles					
	Approved Manufacturer	Approved Model Number	Warranty	Estimated Initial Quantity	Unit	Unit Price
Item #21	Kenwood	TK-5910 with KCH-15M control head	Standard	250	EA	Do not include pricing with sealed specifications
Item #22	Motorola	APX6500Li with O5 standard control head	Standard	250	EA	Do not include pricing with sealed specifications
Item #23	Harris	M7300 Scan	Standard	250	EA	Do not include pricing with sealed specifications
Item #24	Tait	TM9155	Standard	250	EA	Do not include pricing with sealed specifications

Mobile Unit Pricing must include a standard hardware and software warranty. Mobile Unit Pricing must include remote mount cabling(minimum of 20ft) including remote mount kit and control head, external speaker and all required mounting hardware for each unit. All training as outlined in section 1.2.1 of the technical specifications must be included in unit pricing.

A Compliance Acceptance Program(CAP) certificate must be provided proving that the radios have been certified to work with a P25 Cassidian system and must be provided for all approved models.

Provide proof of successful completion of the Cassidian Interoperability Test or provide schedule/timeline to complete the Cassidian Interoperability Test.

Submittal Form

The LFUCG is interested in financing all or part of the purchase through the first quarter of Fiscal Year 2014 (i.e., July – September 2014). Financing will be considered in this purchase. All proposals must include financing terms at least through the first quarter of FY14. All submitters must provide information describing the various finance and/or leasing options available for the purchase of the equipment listed on the bid schedule.

Items to include in your sealed specifications due Friday, November 2, 2012:

1. Bid Cover page signed by authorized company representative – page 4 of this document.
2. Affidavit page signed by authorized company representative – page 5 of this document.
3. Equal Opportunity agreement signed by authorized company representative – page 12 of this document.
4. Workforce analysis form – page 13 of this document.
5. Information detailing the terms and conditions of your proposed 10 year and standard warranty for all units.
6. Finance and/or leasing information for the equipment requested on the bid schedule.
7. Compliance Acceptance Program(CAP) certificate proving that all your radio models listed in the bid schedule have been certified to work with a Cassidian P25 system.
8. Proof of successful completion of the Cassidian Interoperability Test or the schedule/timeline to complete the Cassidian Interoperability Test.
9. Submittal Form signed by authorized company representative – page 40 of this document.

NOTE: The LFUCG reserves the right to award a contract to one or multiple bidders. The LFUCG reserves the right to select units providing a standard warranty and/or a 10 year warranty.

Estimated Initial Quantities are not guaranteed and final quantities will be dependent upon budgetary constraints.

All submitted pricing must be honored for 1 year after online auction event.

Respectfully Submitted,

BY: _____

(NAME OF FIRM)

DATE: _____

BY: _____

TITLE: _____

OFFICIAL ADDRESS, PHONE AND E-MAIL:

_____(Seal if Bid is by Corporation)

by signing this form you agree to all of the terms and associated forms.