## PART VI

## **CONTRACT AGREEMENT**

## **INDEX**

COP	NTRACT AGREEMENT	2
1.	SCOPE OF WORK	2
2.	TIME OF COMPLETION	2
E	XCUSABLE DELAYS:	2
3.	ISSUANCE OF WORK ORDERS	3
4.	THE CONTRACT SUM	3
5.	SYSTEM IMPLEMENTATION	3
6.	PROGRESS PAYMENTS	4
In	frastructure Hardware	4
7.	SUBCONTRACTING:	5
8.	CONTRACTOR'S INSURANCE:	5
9.	ACCEPTANCE AND FINAL PAYMENT	5
10.	CONFIDENTIALITY:	6
11.	COMPLIANCE:	6
12.	NOTICES:	7
13.	CONTRACT DOCUMENTS:	7
O]	RDER OF PRECEDENCE	7
14.	ENTIRE AGREEMENT:	8
15.	AMENDMENT:	8
16.	SEVERABILITY:	8
17.	WAIVER:	8
18.	EXTRA WORK:	8
19.	THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND	
DRA	AWINGS (CONTRACT DOCUMENTS):	9

### PART VI

### **CONTRACT AGREEMENT**

THIS AGREEMENT, made on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2016, by and between Lexington-Fayette Urban County Government, acting herein called "OWNER" and AMK Services LLC, doing business as a corporation located in the City of Johnstown, County of Licking, and State of Ohio, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of <u>Two Hundred Seventy-Nine Thousand Two Hundred Seventy Dollars and Fifty Cents (\$279,270.50)</u> quoted in the proposal by the CONTRACTOR, dated <u>May 20, 2016</u>, hereby agree to commence and complete the construction described as follows:

### 1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by Mission Critical Partners Inc for Radio Communication System for PSOC project.

### 2. TIME OF COMPLETION

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as sixty (60) calendar days. The completion date is based on delivery to OWNER facility all equipment and supplies required to complete the project in its entirety.

#### **EXCUSABLE DELAYS:**

- A. Contractor shall not be liable for delays in delivery or failure to perform due directly or indirectly to: (1) causes beyond Contractor's reasonable control, (2) Acts of God, acts (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), riots, revolutions, strikes or other labor disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics, (3) Contractor's inability to timely obtain necessary materials, items, components or services from suppliers who are affected by the foregoing circumstances, or (4) the failure of the Owner to perform its obligations hereunder in a timely manner. The foregoing shall apply even though any of such causes exists at the time of signature of the Agreement by Contractor or occurs after delays in Contractor's performance of its obligations due to other reasons.
- **B.** In the event of any delay or failure excused by this Section Excusable Delays, Contractor shall as soon as practical notify Owner and shall at the same time, or at the earliest practical date after such notice, specify the revised delivery and performance dates. In the event of such delay, the

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time of delivery or of performance shall be extended for a reasonable time period to compensate for the time lost by Contractor by reason of the delay.

## 3. **ISSUANCE OF WORK ORDERS**

Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined by the Engineer after consultation with the CONTRACTOR and the OWNER.

#### 4. THE CONTRACT SUM

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, as quoted in the proposal, subject to any additions and deductions, as provided therein.

## 5. SYSTEM IMPLEMENTATION

The following subsections apply to the Work to be performed under the Agreement.

- A. <u>Project Management and Implementation Plan</u>. Owner and Contractor each agree to perform their respective tasks and obligations pertaining to permits and licenses, Project Site surveys, general Project Site-related responsibilities, general Hardware-related responsibilities, and Project Site- specific responsibilities as set forth in the Statement of Work. The Owner's obligations set forth in the Statement of Work shall be performed by Owner in a timely and proper fashion in accordance with the Project Schedule, or as otherwise agreed upon by Owner and Contractor, to allow Contractor to timely perform its obligations under the Agreement.
- **B.** Access. Owner shall provide access, at no cost to Contractor, to all owned, leased, or licensed Project Sites at reasonable times, and with an escort (if required) at no charge, upon reasonable prior notification from Contractor. Owner shall ensure sufficient room, within reason, for construction vehicles used by Contractor. Owner shall issue temporary identification cards to Contractor's personnel and its authorized subcontractors, if required, for access to any of the Project Sites.
- C. Changes in Sites. Any sites where Contractor will operate and perform System installation under the terms of this Contract must be approved by Owner, which approval shall not be unreasonably withheld, delayed. Should Owner direct an addition to, removal from, or modification of the list of sites as detailed in this Agreement that affects Contractor's cost or schedule or System performance, the parties agree that such change shall entitle Contractor to a Change Order and each Party shall attempt, in good faith to fully negotiate and execute such change order prior to commencement of the Work at the changed site.
- D. Preparatory Work on Sites. Not withstanding anything to the contrary contained in this Agreement, the parties agree that some Project Sites may require tower replacement or modifications, as well as related permitting and licensing for Work and/or obtaining physical real estate space. As stated in the Responsibility Matrix, Owner shall be responsible for securing all necessary site zoning, site access, or other permits (including but not limited to easements, impact studies, planning commission approval, variances, etc.) necessary for the Work, whether required by federal, state, or local authorities, with Contractor assisting by providing information and any required civil engineering drawings. Owner shall also have the responsibility to secure by lease, purchase, and easement or otherwise all rights and access to selected sites or additional

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real estate as may be required. Owner also shall be responsible for paying all utility charges to the appropriate utility for providing utility services to the System installation areas. The Parties agree to mitigate the need for tower replacement or modification to the extent practical. If any unanticipated tower replacements become necessary, Contractor is entitled to an extension of time for any impacted activities and/or an equitable adjustment to the Contract Price to maintain the Project Schedule.

- E. <u>Frequency FCC Licensing</u>. The Owner will be responsible assisting the Contractor in all aspect of FCC Commissioning including filing and obtaining all necessary signatures from the licensing Committee.
- **F.** <u>Contractor Licenses</u>. Contractor will be responsible for obtaining all contractor licenses required for the performance of its duties and obligations.

### 6. PROGRESS PAYMENTS

A. The Total Agreement Price for the Hardware, the Software license and the Services shall be paid by the Owner to Contractor as follows:

#### Infrastructure Hardware:

- 1. Twenty percent (20%) of the Total Agreement Price shall be due within 30 days of signing of the Agreement by the Owner and Contractor.
- 2. Twenty percent (20%) of the Total Agreement Price shall be due at the time of the first System design review meeting.
- 3. Twenty percent (20%) of the Total Agreement Price shall be due at the time of Infrastructure Hardware shipment and delivery to Owner. The Owner shall have the right to inspect and confirm that the Infrastructure Hardware included in Seller's invoice has been delivered to the City.
- 4. Fifteen percent (15%) of the Total Agreement Price shall due upon completion of the Hardware installation.
- 5. Ten percent (10%) of the Total Agreement Price shall be due upon System Acceptance.
- 6. Ten percent (10%) of the Total Agreement Price shall be due upon Cutover.
- 7. Five percent (5%) of the Total Agreement Price plus any remaining unpaid portion of the Total Agreement Price for all Hardware, Software and Services to be provided under the terms of this Agreement upon completion of final documentation.

#### **B.** Payment Dates

The Payment(s) associated with the event(s) above shall be due thirty (30) days following the date of Contractor's invoice.

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### C. Other Amounts

Any other amounts due Contractor hereunder shall be due upon Owner's receipt of Contractor's invoice.

#### D. Late Payments

All amounts past due over thirty (30) days shall accrue interest from their due date at the rate of one and one-half percent (1-1/2%) per month (or such lesser rate as may be the maximum permissible rate under applicable law).

## 7. **SUBCONTRACTING:**

Contractor may subcontract any portion of Work (i.e. Tower Climbs and Electrical Wiring) to be performed by Contractor hereunder provided that Contractor shall be responsible for the performance and Work of any such subcontractors.

## 8. CONTRACTOR'S INSURANCE:

A. In order to protect itself and Owner, its officers, boards, commissions, agencies, employees and representatives under the indemnity and other provisions of this Agreement, Contractor shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the State of Tennessee and licensed by the Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. Owner shall be given ten (10) days advance notice of cancellation or nonrenewal. Within ten (10) days after execution of this Agreement, Contractor shall furnish Owner with a Certificate of Insurance listing Owner as an additional insured. If Contractor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement and the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, Contractor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. Contractor shall furnish Owner, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that Contractor shall furnish the Owner with a 30-day notice of cancellation or renewal. Contractor shall furnish evidence of adequate Worker's Compensation Insurance.

## 9. <u>ACCEPTANCE AND FINAL PAYMENT</u>

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the Work has been paid.

Contractor shall notify Owner that the System is ready for Acceptance Tests at least ten (10) days before commencement of the Acceptance Tests. Owner and Contractor shall jointly commence the Acceptance Tests on the date specified in Contractor's notice (or other mutually

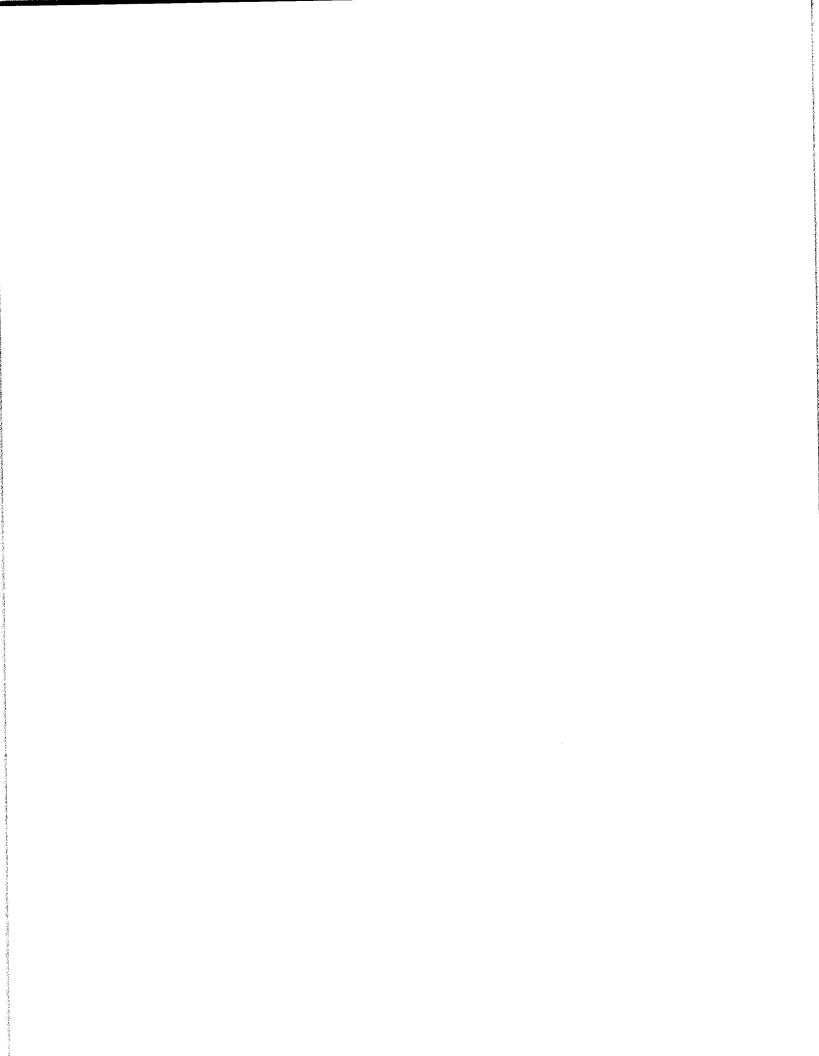
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agreeable date) and a representative of Contractor and a representative of Owner shall sign off on the form provided as part of the test procedure whether each item of the test was passed or failed. If the System does not fulfill the requirements of the Acceptance Tests, Contractor shall correct the defects at no additional cost to Owner. Upon correction of the defects the Acceptance Tests for the applicable part of the System shall be repeated in accordance with the procedures set forth in this Section. Successful completion of the Acceptance Test is the sole criterion for technical system acceptance and the initiation of the warranty period. Final system acceptance shall occur when the Hardware and Software for the System, Documentation Deliverables and Services have been furnished, delivered, installed and the Acceptance Tests have been passed and the Punch List is fully cleared.

### 10. CONFIDENTIALITY:

- A. During the term of this Agreement, it is anticipated that one party (hereafter the "Disclosing Party") may disclose to the other party (hereafter the "Receiving Party") information which the Disclosing Party considers proprietary and confidential. Accordingly, with respect to any specification, drawings, sketches, models, samples, tools, technical information, confidential business information or data, in written or other tangible form which: (1) has been designated in writing by the Disclosing Party as confidential or proprietary, or (2) is of the type that the Receiving Party customarily treats as confidential or proprietary, and which is furnished by the Disclosing Party to the Receiving party in contemplation of or under this Agreement (hereinafter "Information"), the Receiving Party shall treat such Information, for a period of five (5) years after the Effective Date of this Agreement, as confidential information with the same degree of care as the Receiving Party affords to confidential information of its own of a similar nature and shall not reproduce any such Information, in whole or in part, except as specifically authorized in writing by the Disclosing Party.
- B. The provisions of the preceding subsection shall not apply to any Information which:
  - 1. Is or shall become publicly available without breach of this Section Confidentiality, on the part of the Receiving Party;
  - 2. Is already known by the Receiving Party prior to receipt from the Disclosing Party;
  - 3. Is independently developed by the Receiving Party;
  - 4. Is rightfully obtained by the Receiving Party from third parties without restriction; or
  - 5. Is required to be disclosed by appropriate governmental or judicial order provided that Receiving Party gives Disclosing Party prior written notice of such order and assists Disclosing Party in taking reasonable actions to restrict such order.
- C. The provisions of this Section, Confidentiality, shall survive the expiration or termination of this Agreement.
- **D.** The confidentiality obligations of this Section, Confidentiality, shall not apply to Software, the confidentiality and other rights and obligations with respect to which are set forth in the Software License Agreement.

#### 11. COMPLIANCE:



Contractor agrees to comply with all federal, state and local laws, ordinances, codes, rules and regulations in effect as of the Effective Date of this Agreement that may in any way affect the Work by Contractor hereunder. Any Hardware or Software furnished by Contractor under this Agreement shall comply in all material respects with federal, state and local laws and regulations applicable to the manufacture, packing, sale and shipment of such Hardware or Software as of the Effective Date of this Agreement and shall comply with any amendments thereto which may have come into effect prior to the time such Hardware or Software are delivered provided that the price and, if necessary, delivery of such Hardware or Software shall be equitably adjusted to compensate Contractor for the effect of compliance with any such amendments.

### 12. NOTICES:

Notices and other communications between the parties shall be transmitted in writing by certified mail or nationally recognized overnight courier service to the parties at the addresses set forth below and shall be deemed effective upon receipt by the receiving party. Either party may change its address by giving notice in writing thereof to the other party.

IF TO OWNER:

Attn:

IF TO CONTRACTOR: AMK Services. LLC 9291 Crouse Willison Rd Johnstown, Ohio 43031 Attn: [Greg Graham]

WITH A COPY TO: AMK Services, LLC 4885 North State Road 9 Anderson, Indiana 46012

#### 13. CONTRACT DOCUMENTS:

The Advertisement for Bids, Information for Bidders, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, Technical Specifications, any and all Addenda, and Proposal, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

#### ORDER OF PRECEDENCE

The Statement of Work and the following Exhibits are expressly incorporated herein by reference and, together with this Agreement, constitute the Agreement Documents. In the event of a conflict among or between the Agreement Documents, the documents shall control in the order of precedence set forth below:

P. C. Poster		

- 1. This Agreement (not including the Exhibits and documents listed below).
- 2. Detailed Design Documents

## Exhibits to be tailored as applicable

- 3. Exhibit C Statement of Work (Also included in RFP Response)
- 4. System Proposal
- 5. RFP

### 14. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

#### 15. AMENDMENT:

The parties expressly agree that this Agreement shall not be amended in any fashion except in a writing(s) executed by authorized representatives of both parties.

#### 16. SEVERABILITY:

The invalidity, in whole or in part, of any Section or part of any Section of this Agreement shall not affect the validity of the remainder of such Section or the Agreement.

#### 17. <u>WAIVER:</u>

No term of this Agreement may be waived except in a writing signed by the party waiving enforcement. No term of this Agreement shall be deemed to be waived by reason of any failure to previously enforce such term. In no event shall the making of any payment required by this Agreement constitute or be construed as a waiver by Owner of any breach of the covenants of this Agreement or a waiver of any default of Contractor and the making of any such payment by Owner while any such default or breach shall exist shall in no way impair or prejudice the right of Owner with respect to recovery of damages or other remedy as a result of such breach or default.

#### 18. EXTRA WORK:

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with the General Conditions, which is a part of this Contract.

- A. <u>Hardware Changes</u>. In the event of any change in the Hardware as a result of the imposition after the Effective Date of this Agreement of any requirements by any federal, state, or local government, an equitable adjustment in the price shall be made to reflect any added cost and expense of such change and the Agreement shall be modified in writing accordingly.
- **B.** Owner Requested Changes. Owner may request changes in or additions to the Work or in the time or place of performance of the Work under this Agreement. If any such change causes an

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increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Agreement, Contractor shall be entitled to an equitable adjustment, by change order, in the Total Agreement Price, the Project Schedule, or both. Any such adjustment in the Total Agreement Price or Project Schedule shall be mutually satisfactory to Owner and Contractor. Price increases and/or extensions of time shall not be binding upon either Party unless and until evidenced by a change order signed by the parties hereto.

- C. <u>Concealed Conditions</u>. If, following Owner's acceptance of the Detailed Design Documents, Contractor encounters a concealed condition, of which it had no reason to be aware, at one or more Project Sites, then the Parties agree to work together to determine the best course of action and agree to negotiate in good faith a Change Order and an equitable adjustment to the Project Schedule and/or Total Agreement Price.
- D. <u>Product Discontinuance</u>. Subject to its obligation to fulfill its obligations set forth in the Agreement, Contractor reserves the right to change or to discontinue any product covered by the Agreement provided that Contractor agrees, with the Owners approval, to make available to the Owner a functionally equivalent replacement product equal to or better than the product discontinued at no additional cost to the Owner.
- 19. THE FOLLOWING IS AN ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):

### **SPECIFICATIONS**

SECTION NO.	TITLE		PAGES	S
I	Advertisement for Bids	AB	1 thru	5
II	Information for Bidders	IB	1 thru	10
III	Form of Proposal	P	1 thru	34
IV	General Conditions	GC	1 thru	51
V	Special Conditions	SC	1 thru	7
VI	Contract Agreement	CA	1 thru	5
VII	Performance and Payment Bonds	PB	1 thru	7
VIII	Addenda	AD	1 thru	1
IX	Technical Specifications			

ATTACHMENT A – System Sketch

ATTACHMENT B - Shelter Layout

ATTACHMENT C - Penthouse Antenna System

**ATTACHMENT D – Pricing Sheets** 

ATTACHMENT E - Rack Elevation

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IN WITNESSETH WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

(Seal)	Lexington-Fayette Urban County Government. <u>Lexington, Kentucky</u>
ATTEST:  Clerk of the Urban-County Council	BY: MAYOR
(Witness)	(Title)
(Seal)	AMK Dervices, LIC (Contractor)
Secretary)*	BY: April Graham
Greg Brahan (Witness)	CEO (Title)
	9291 Crouse Willison Rd Johnstown OH 43031 (Address and Zip Code)

IMPORTANT: \*Strike out any non-applicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person-executing Contract.

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# **CNA** SURETY

of business)

41st Floor

## Performance Bond

**CONTRACTOR:** 

(Name, legal status and address) AMK Services, LLC. 9291 Crouse Willison Road Johnstown, OH 43031

OWNER:

(Name, legal status and address)

Lexington-Favette Urban County Government 200 East Main Street, 3rd Fl, Rm 338 Lexington, KY 40507

**CONSTRUCTION CONTRACT** 

Date: 08/30/2016

Amount: \$279,270.50

Description: (Name and location)

Radio Communication System for PSOC

BOND

Date: 9/7/2016

(Not earlier than Construction Contract Date)

Amount: \$279,270.50

Modifications to this Bond:

None None

See Section 16

**CONTRACTOR AS PRINCIPAL** 

Company: AMK Services, LLC. (Corporate Seal)

SURETY Company:

Western Surety Company

(Corporate Seal)

Bond No. 58738077

modification.

This document has important legal

consequences. Consultation with

an attorney is encouraged with respect to its completion or

Any singular reference to

AIA Document A312-2010

combines two separate bonds, a Performance Bond and a

Performance and Payment Bond.

Payment Bond, into one form. This is not a single combined

Contractor, Surety, Owner or other party shall be considered plural where applicable.

SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place

333 S. Wabash Avenue

Chicago, IL 60604

Signature:

Name April

and Title: (E) (Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:** 

Arnold Insurance Agency, Inc.

1400 Haft Dr.

Reynoldsburg, OH 43068

Signature:

Name Mark Arnold

and Title: Attorney-In-Fact

**OWNER'S REPRESENTATIVE:** 

(Architect, Engineer or other party:)

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Division (Albania)

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
  - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
  - .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
  - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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§ 16 Modifications to this bond are as follows:

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# **CNA** SURETY

## Payment Bond

**CONTRACTOR:** 

(Name, legal status and address) AMK Services, LLC. 9291 Crouse Willison Road Johnstown, OH 43031

OWNER:

(Name, legal status and address)

Lexington-Fayette Urban County Government 200 East Main Street, 3rd Fl, Rm 338 Lexington, KY 40507

**CONSTRUCTION CONTRACT** 

Date: 8/30/2016

Amount: \$279,270.50

Description: (Name and location)

Radio Communication System for PSOC

**BOND** 

Date: 09/07/2016

(Not earlier than Construction Contract Date)

Amount: \$279,270.50

Modifications to this Bond:

None None

See Section 18

**CONTRACTOR AS PRINCIPAL** 

Company:

(Corporate Seal)

AMK Services, LLC.

Signature: \_\_

Name and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:** 

Arnold Insurance Agency, Inc. 1400 Haft Dr.

Reynoldsburg, OH 43068

Bond No. 58738077

SURETY: Western Surety Company: South Dakota Corporation (Name, legal status and principal place of business)

333 S. Wabash Avenue 41st Floor Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

(Ço<u>rpor</u>ate Seal)

SURETY

Company:

Western Surety Company

Signature:

Name Mark Arnold

and Title: Attorney-In-Fact

**OWNER'S REPRESENTATIVE:** 

(Architect, Engineer or other party:)

	And
	Company of the Compan

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
  - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
  - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

- § 16.1 Claim. A written statement by the Claimant including at a minimum:
  - .1 the name of the Claimant;
  - .2 the name of the person for whom the labor was done, or materials or equipment furnished;
  - .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
  - .4 a brief description of the labor, materials or equipment furnished;
  - .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
  - .7 the total amount of previous payments received by the Claimant; and
  - .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional CONTRACTOR AS PRINCIPAL	al signatures of adde	d parties, other than those app SURETY	pearing on the cover page.)
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

# Western Surety Company

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark Arnold, Rebecca Bryner, Daniell Dahl, Harry J Bound, Brittany Walton, Jason D Daniels, Individually

of Reynoldsburg, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of June, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

On this 3rd day of June, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021

J. MOHR
NOTARY PUBLIC SALE
BOUTH DAKOTA

J. Mohr, Notary Public

#### CERTIFICATE



WESTERN SURETY COMPANY

J. Nelson, Assistant Secretary

#### **Authorizing By-Law**

### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Office of Risk Assessment 50 West Town Street Third Floor - Suite 300 Columbus, Ohio 43215 (614)644-2658 Fax(614)644-3256 www.insurance.ohio.gov

#### **Ohio Department of Insurance**

John R. Kasich - Governor Mary Taylor - Lt. Governor/Director



## Certificate of Compliance

Issued 03/17/2016

Effective 04/02/2016

Expires 04/01/2017

I, Mary Taylor, hereby certify that I am the Lt.Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

#### WESTERN SURETY COMPANY

of South Dakota is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Fidelity Other Liability Surety

WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31,2015 that it has admitted assets in the amount of \$1,823,699,967, liabilities in the amount of \$500,361,661, and surplus of at least \$1,323,338,306.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Taylor, Lt. Governor/Director

Mary Taylor

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#### WESTERN SURETY COMPANY

# Sioux Falls, South Dakota Statement of Net Admitted Assets and Liabilities December 31, 2014

#### **ASSETS**

Bonds	\$	1,824,951,414
Stocks		23,975,582
Cash, cash equivalents, and short-term investments		51,536,164
Investment income due and accrued		22,267,675
Premiums and considerations		41,696,249
Amounts recoverable from reinsurers		(11,221,508)
Federal and foreign income taxes recoverable		7,401,709
Net deferred tax asset		20,261,713
Receivable from parent, subsidiaries, and affiliates		17,380,167
Other assets		3,799
Total Assets	S	1,998,252,964
LIABILITIES AND SURPLUS		
Losses	\$	302,997,505
Reinsurance payable on paid losses and loss adjustment expenses		(15,267,712)
Loss adjustment expense		64,134,995
Contingent and other commissions payable		6,099,306
Unearned premiums		259,011,845
Advance premiums		5,321,610
Payable to parent, subsidiaries and affiliates		107,843
Other liabilities		7,821,458
Total Liabilities	\$	630,226,850
Surplus Account:		
Capital paid up \$ 4,000,000		
Gross paid in and contributed surplus 280,071,837		
Unassigned funds <u>1.083.954,277</u>		
Surplus as regards policyholders	\$	1,368,026,114
Total Liabilities and Capital	\$	1,998,252,964

I, Peter Locy, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2014, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

Subscribed and sworn to me this 19th day of March, 2014.

My commission expires:

YOLANDA JIMENEZ
OFFICIAL SEAL
Notery Pub ic, State of Illinois
My Comm ssion Expires
September 24, 2017

Aksistant Vice President

Aksistant Vice President

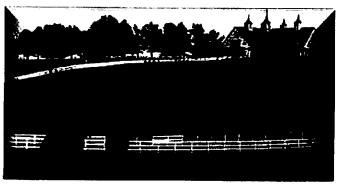
Notary Public

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# **Features and Benefits**

# **Local Experience and Provider**

AMK Services has been a service provider to local Kentucky agencies for many years. You can be assured that your local point of contact takes personal interest and accountability for the system. Additionally, the Communications system proposed meets the requirements and standards provided in the RFP.



In order to deliver on your functional and operational goals, AMK Services has proposed an advanced radio communications system that combines superior equipment and a project management plan that will ensure the success of your RFP. Our proposal provides a detailed description of requested equipment and pricing. We are confident that we meet all requirements required by LFUCG. Some of the benefits from your radio system are listed below:



# **Project Services**

AMK Services will be the single point of contact for the installation and integration of this system. The installation includes the integration of all of the proposed subsystems to provide an end-to-end network and RF solution. We have included a detailed schedule and implementation plan. Our acceptance test plans are customized to the equipment offered to LFUCG.



# **Warranties**

All warranties in are included in section 4 of this document. AMK stands by our work and our products. Warranty repairs on all furnished equipment and systems shall be made at no cost for parts for a minimum of one year from the date of final acceptance. AMK assumes responsibility for any shipping and handling costs incurred to send components to manufacturers for repair or replacement.



# Experience

AMK Services has team members with over 75 combined years of experience implementing large-scale communication systems throughout the world and understands the importance of establishing a cohesive project team. Our management team, engineering resources, and local service team will ensure a smooth implementation for your Project.



# Reliability

The proposed systems will support mission critical communications for the region's Chemical Stockpile Emergency Preparedness Program (CSEPP) and the Emergency Management Agency (EMA), as well as local law enforcement, fire, emergency medical services (EMS) agencies, and amateur radio services. All proposed equipment shall meet or exceed industry standards for quality and reliability.

AMK Services ensures our manufacturers and suppliers provide innovate and industry leading features designed to keep your communications available, secure and efficient.



# **Compliant and Competitive**

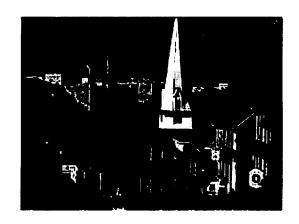
# Always Deliver More Than Expected

AMK Services believes that quality should not be commiserate with cost. We are confident that our pricing structure is competitive and comprehensive. Our pricing, found in Section Five of the RFP response, delineates the pricing structure in accordance with the RFP requirements.



# **Competitive Pricing**

All Manufacturer Warranties Included All Inclusive - No Hidden Fees Best Overall Cost of Ownership



AMK Services has provided a response that we feel is complete and fully meets the requirements of the LFUCG. Many of us at AMK are former Public Safety and/or Military personnel, so we understand the importance of reliable and future ready Public Safety Systems. Public safety demands excellence in their communications and the AMK team has presented a versatile, efficient and future ready radio system for LFUCG.





# Sound Partnership

# The Right Solution Needs the Right Partner

**Dedication** — AMK Services is dedicated to LFUCG's goals and to the project's overall success. AMK Services will provide employees who will engineer, install and support your communication system and provide a quick response time to support the project in the most efficient manner.

Innovation — We are more than a radio company, we are a communications company spreading across the Midwest and even further. We help develop cutting-edge solutions that have improved the world of emergency response. Our people and services will truly empower your team of dispatchers and first responders, providing them exactly the tools they need today and for the future.

Experience — AMK Services is a leader in Communications technology and standards-based solutions. Our reliability and expertise are the cornerstone of our success. AMK Services has built a reputation for delivering outstanding return on client investment.



Unwavering Support — AMK Services is committed to providing LFUCG with the expertise and knowledge to ensure the entire project is completed on time and on budget.

# Compliance to RFP

- Satisfy and Comply with all Aspects of RFP
- Detailed Statement of Work
- · Warranty Details
- Specification Sheets for all Major Components

AMK Services has provided a response that we feel is complete and fully meets the requirements of LFUCG. However, we understand that the need for detailed information and accuracy often makes it difficult to find the information in bid responses. The table below provides the evaluators of this RFP response the ability to quickly access data and information and compare our responses with the original RFP.

Description	Response Page
Mandatory Forms	Page 43, Section 6
Capability, Features and Functionality	Page 23, Section 2
Warranty, and Support	Page 38, Section 3
Organization Information	Page 6, Section 1
Price Proposal	Page 40, Section 5



## **Table of Contents**

1.	Qua	lifica	tions6	ý
1.	1	Orga	anization Information6	,
	1.1.	1	AMK Services - Mission and History	í
	1.1.	2	Organization6	í
	1.1.	3	Approach6	Ĵ
	1.1.	4	Services	1
	1.1.	5	AMK Services Organization Chart	,
1.3	2	Job 1	Descriptions9	)
	1.2.	1	Project Manager	)
	1.2.	2	Project System Engineer 10	)
	1.2.	3	Site Manager	
1.3	3	Rest	ımes12	)
	1.3.	1	Project Manager	)
	1.3.	2	System Engineer	ļ
	1.3.	3	Site Manager	;
1.4	4	Expe	erience	į
2.	Des	criptic	on of System23	į
2.	1	Scop	pe of Work23	j
	2.1.	1	Project Implementation Plan23	ļ
	2.1.2	2	Statement of Work	ļ
	2.1.3	3	Site Implementation Overview	,
2.2	2	ICO	M IC-710028	: }
2.3	3	Flex-	-6500 Amateur Transceiver30	)
2.4	4	Palst	ar HF-Auto Antenna Tuner31	
2.5	5	Rem	oterig RRC-1258MkII-S31	
2.6	6	IDA	24-66	
2.7	7	Enco	ore Pro 51033	,
2.8	8	Db S	Spectra	,
2.9	9	Com	mand Center Package34	+
2.1	10		o SG-300 Switch34	
3.	Proj		chedule	
			Information	
4.1			ranty	



4.	.2 Ex	sceptions	38
	4.2.1	Tower Maintenance and Climbs	38
	4.2.2	Non-Warranty Items	38
	4.2.3	Delays	38
	4.2.4	Licensing	39
	4.2.5	Equipment	39
5.	Pricing		40
6.	Require	ed Documentation	43



# 1. QUALIFICATIONS

# 1.1 ORGANIZATION INFORMATION

# 1.1.1 AMK Services - Mission and History

For years AMK Services has helped agencies improve operations by providing state of the art communications equipment, expert service and comprehensive maintenance. Since our company's founding in 2005. AMK Services has become a leading Harris dealer and service center. AMK Services currently employ 20+ people throughout our five offices nationwide. Our sales and technical employees average 20 years of experience and have completed large-scale projects for agencies such as: Idaho National Laboratories, Madison County KY EMA. Duke Energy, Chicago Dispatch, Aurora/Naperville IL, Dayton Power and Light, Cumberland County TN and many others. Our goal in working with any company is to define, implement and manage your telecommunications strategy, placing your business goals and objectives at the forefront.

## 1.1.2 Organization

AMK Services is a Limited Liability Company (LLC) established in 2005 in Johnstown, Ohio and was founded to provide communication design, installation and maintenance services to the Public Safety and Private Sector community. Today AMK Services have a combined 75+ years of technical expertise in the industry and continue to provide quality service for agencies throughout the Midwest and Southeastern United States.

#### Company Legal Name

AMK Services, LLC
Location of Incorporation
Ohio

#### Offices

- Johnstown, OH
- Anderson, IN
- Richmond, KY
- Naperville, IL
- Crossville, TN

#### **Employees**

AMK Services currently employs 20+ professionals throughout the country covering all aspects of our services.

#### **Our Officers**

- April Graham, Chief Executive Officer and Majority Owner
- · Greg Graham, Founder and President

# 1.1.3 Approach

Each new project is assigned to a principal in charge who will follow the project from inception through commissioning. AMK assigns staff according to the nature of the project and the work force necessary to meet the schedule. The principal in charge of that project determines if consultants are needed and coordinates all areas. After bidding, a principal of AMK coordinates visits to the job site regularly, all the way through the post-warranty inspection. AMK believes in the team approach when providing engineering design and consulting services. AMK Services starts with our client as the number one member on the team. The basis for your design is by listening to your needs and concerns.



The AMK Services design team provides a total system evaluation for cost-effective selection, installation, and ease of maintenance for both new systems and upgrades to existing systems. Design begins with our client. Our staff meets with our client to review their concerns, budgets and schedules. The AMK team reviews the entire picture, and ends with "A Total Design."

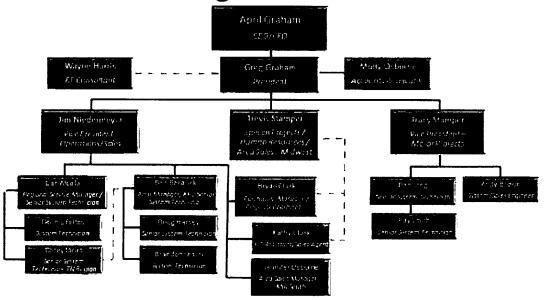
## 1.1.4 Services

•	System Design, Engineering and Installation	•	Microwave Design and Installation
•	DAS/BDA Design and Installation	•	Site Surveys
•	System Functional Testing	•	Baseline Testing and Documentation
•	Program/Project Management	•	System Upgrades
•	Console Integration	•	System Maintenance
•	Software Database Management Solutions	•	Broadband and LTE Data Solutions
•	End User Radio Installation	•	End User Training



# 1.1.5 AMK Services Organization Chart

# **AMK Organization Chart**



### 1.2 JOB DESCRIPTIONS

AMK Services has team members with over 75 years of combined experience implementing large-scale communication systems throughout the country and understands the importance of establishing a cohesive project team. The core AMK project team for your project will consist of a Project Manager. System Engineer. Site Manager, and Field Service Manager. Our management team, engineering resources, and local service team will ensure a smooth implementation for the LFUCG Communications System Project.

LFUCG will be required to assign a Project Manager (PM) to function as the single point-of-contact and official liaison between AMK Services and LFUCG. All communications concerning the project and its associated work scope will be directed to LFUCG's Project Manager (PM). AMK Services will assemble a team of experienced and dedicated individuals to implement the system. The responsibilities for the team members are defined below:

## 1.2.1 Project Manager

AMK Services has selected Tracy Stamper as its Project Manager (PM) for the LFUCG Communications Project. The Project Manager's primary responsibility is the successful implementation, integration, optimization, and acceptance of your project. The PM will manage all phases of this project from the beginning through acceptance. He is responsible for ensuring the progress and quality of work to be performed, managing overall project cost, and processing any contract changes. He will be the primary point of contact for LFUCG. All official communications regarding the project will be held between the AMK Services PM and the LFUCG's PM.

Once the contract is signed, the Project Manager and his team will work with the subcontractors and vendors to prepare for the upcoming installation. Through the support of AMK's procurement, manufacturing and order logistics functions, the PM will ensure that materials and equipment are ordered and shipped, and services are coordinated in support of the project schedule.

The PM's responsibilities are ongoing throughout the project and include but are not limited to the following:

- Managing all aspects of the project
- Conducting project activities according to contract and within scope, quality, time, and cost constraints
- Setting up and managing the project team
- Coordinating interfaces with subcontractors
- Working with internal/external functional units for such activities as permits, licenses, etc.
- Establishing procedures
- Defining, approving, and distributing all plan changes
- Approving, validating, and distributing design decisions
- Managing risks
- Maintaining quality control
- Communicating safety plans, scheduling safety meetings with team and subcontractors



- Selecting, hiring and managing required subcontractors
- Preparing purchase orders for goods, services, and supplies
- Preparing and distributing budgets and project cost reports
- Monitoring and controlling actual costs versus plans
- Holding team progress meetings
- Holding issue resolution meetings
- Submitting progress reports to the LFUCG
- Maintaining project records and files
- · Communicating with the LFUCG

## 1.2.2 Project System Engineer

AMK Services has selected Andrew Brown as the project System Engineer (SE) who will have full technical responsibility for the design and technical implementation of the proposed system design. The SE will be responsible for integrating vendor products (agreed to in the system purchase contract) into a complete operational system. The SE will also participate in all design review meetings and provide technical support to the AMK Services' PM.

The System Acceptance Test, defined by the contract as the Acceptance Test Plan (ATP), will be overseen by the SE. He will also direct the system optimization process and other tests to ensure that all system parameters are correct and fully meet the technical and contractual requirements. In addition, the SE will provide technical support to AMK Services Technical Publications department for provision of as-built drawings and other technical documentation deliverables.

The SE is responsible for creating documents for System Design Review such as:

- Antenna drawings
- Rack drawings
- Electrical power loads/BTUs
- Acceptance test plan
- System block diagrams
- Finalizing system design and reviews
- Configuring the system
- Providing implementation support
- Creating final system documentation



# 1.2.3 Site Manager

AMK Services has selected Dan Long as the project's Site Manager. The Site Manager (SM) will be responsible for assisting with planning and coordinating the installation, testing, and acceptance of the radio system. The SM will report directly to the Project Manager and will be the local day-to-day on-site contact to LFUCG. The SM will provide on-site supervision of installation teams and coordinate work among installers, subcontractors, and the LFUCG's organizations that are associated with the project. To ensure the system is installed according to the schedule and specifications, the Site Manager will initiate appropriate action, as required, and inform the Project Manager of any issues. The SM, working with LFUCG and the AMK Services Training Manager, will coordinate the training schedule.



## 1.3 RESUMES

## 1.3.1 Project Manager

	AMK Services		
Tracy L. Stamper		Employers	
909 Emerald Drive	Company	Dates	Position
Naperville, IL 60540 740-975-1896	AMK Services	2008-Present	Systems Engineer
Vice President of Major Projects <u>Tracy@amk-services.com</u>	Alltel Communications, Inc	1997-2007	Network Operations Manager
	Alltel Communications, Inc	1995-1997	Switch Technician

Ldacation Background and Training			
Degree	Year	University	Program
Navy	1984-1992	Navy "A" and "C" Schools, Millington, TN	Aviation Electronics Technician
	1990-1992	Cuyamaca Community College	Core studies in Electrical Engineering Technology
Training:			Harris OpenSky
			Harris Console Training
			Numerous Harris Web Courses

#### Qualifications and Experience

#### AMK Services - Chicago 911 Dispatch

Site Manager for the City of Chicago's 911 Dispatch center upgrade of over 120 Harris Maestro Dispatch Consoles, the largest dispatch center in the world. Liaised directly with City and County Managers as well as provided Harris Corporation daily feedback concerning job status and planning recommendations.

#### AMK Services - Ohio

Responsible for the coordination and installation of all major projects within AMK Services. Served as the Senior Site Manager for the Aurora/Naperville, IL OpenSky and 4.9 WiMAX project. Handpicked as the current the Senior Site Manager for the largest dispatch center in the world (Chicago OEMC 911 Dispatch Center) and the NIPSCO (Northern Indian Public Service Company) OpenSky Project.

#### Alltel Communications Inc - (1993-2007)

Supervised, trained and assisted with the installation, ATP and operation of wireless analog/CDMA systems. Served as the project manager for all projects involved with the construction and operation of over 10,000 square miles (120 RF sites) of an 800 MHz CDMA wireless system. Liaised directly with engineering in the design and installation procedures for new and existing CDMA BTS and switching platforms. Required to manage the network technician's and contractor's activities and schedules for the North Florida regional market.

#### United States Navy - (1984-1992)

Responsible to maintain the full operational readiness of Automated Test Equipment, avionics systems and communications equipment on US NAVY aircraft during Land & Carrier based operations. Flight qualified aircraft electronics technician, certified to fly with pilots to repair stranded / grounded aircraft. Performed repairs on US Navy aircraft communications, navigation, Identification, and radar systems. Performed supervisor duties in aircraft electronic maintenance shops at various duty stations. Honorable Discharge – January 1992.



#### AMR Services

Years of Relevant Experience: 30 Years

#### Accomplishments

- On-Call Engineer for the Aurora and Naperville OpenSKY radio system when Harris technicians are in need of assistance
- Senior Engineer for the on-going maintenance of the Harris Stratex 10GHz microwave system for Naperville II
- Liaison, present and Train Harris Sales Staff and provide engineering support for the Harris VIDA Bus throughout the continental United States and Canada
- On-Call Engineer for the Aurora and Naperville OpenSKY radio system when Harris technicians are in need of assistance
- Senior Site Manager for the Battelle Energy Alliance and Idaho National Laboratories P25 Radio System
- Senior Site Manager for the Aurora IL, Mobile Command Center upgrade and Cell on Wheels (COW).
- Liaison to Harris for the State of Pennsylvania OpenSKY re-banding Project
- Worked with corporate teams to ensure all regulatory requirements were in compliance for Cellular Tower Structures and Spill Containment Plans at the former Alltel MTSO – (Mobile Telephone Switching Office)...
- Lead Disaster Recovery teams to quickly restore voice & data communications to the cellular network. Coordinated repair efforts & logistics of local and remote resources i.e. Network Technicians, Electricians, Fuel vendors, Generator suppliers, Crane operators, Tower companies & Cleanup crews.
- Managed numerous large scale projects ranging from analog voice to digital voice & data conversions, Integration of (Motorola & Nortel) switch & cell site equipment, Integration of AC/DC power plants i.e. main service & remote distribution panels, 750kw / 150kw generators & transfer switches, UPS' & Batteries. Performed various management & administrative duties i.e.
- Managed daily installs and replacement of over 400 vehicle radios for Will County Re-banding
- Liaison to Harris for the Duke Energy OpenSKY project
- Project Manager for Cumberland County Harris P25 6 site system
- Project Manager for NIPSCO communications project
- Project Manager for Dept of Energy Nevada Harris P25 trunked simulcast 6 site system

Years of Public Sector Experience: 21 Years



## 1.3.2 System Engineer

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Andrew Brown 4885 N State Road 9 Anderson, IN 46012 (765) 642-2995

Company

**Employers Dates** 

**Position** 

**AMK Services** 

2011-Present

Systems Engineer

browna@amk-services.com

Education Background and Tr	
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ramm:	

Degree	Year	University	Program
HS	2004	Concordia Lutheran, Fort Wayne, IN	N/A
BS	2011	Purdue University, Fort Wayne, IN	Electrical & Computer Engineering Technology
Training:			Harris RAPTR
			Harris Falcon Training
			Numerous Harris Web Courses

### Qualifications and Experience

#### AMK Services - Anderson, IN (2011-Present)

Responsible for the installation, maintenance and repairs on Harris EDACS, P25 and OpenSky radio systems. Work with the engineering learn to develop new products as well as improve existing systems. Assist in the design and sales of new radio systems. Help to improve customer's existing radio systems. Work with customers in order to help them improve and fully utilize their products.

Years of Relevant Experience: 4 Years

#### Accomplishments

- Designed and built an in-house Harris P25 multisite demo system that utilized both MASTR V and MASTR III repeaters. Installed and configured a Network Switching Center and integrated a C3 Maestro Dispatch Console into the system.
- Worked with engineering learn in the design of a cell-on-wheels (COW) that integrated a stand-alone Harris OpenSky base station with a one hundred fool mobile lower. Contributed to the installation of the stand-alone site's equipment and camera system. Assisted the sales team to improve future COW projects.
- Directed the installation of over 500 mobile radios for the Dayton Power & Light OpenSky Project.
- Built a prototype fire paging device that is set off via an IP connection but also contains a redundancy through RF connection. Worked along with the engineering team to improve the hardware design along with the software's user interface.

Years of Public Sector Experience: 4 Years



# 1.3.3 Site Manager

AMK Services					
	Employers				
Daniel T. Long	Company	Dates	Position		
4885 N State Road 9 Anderson, IN 46012	AMK Services	2008-Present	Program/Site Manager		
(765) 642-2995 <u>longd@amk-services.com</u>	Alachua Co. Sheriff's Office	2005-2008	Detention Officer		
	Mobile Solutions	2005-2008	Owner/Technician		

#### Education Background and Training

ſ	Degree	Year	University	Program		
	Associates	2003	Santa Fe Community College, FL	Business Administration		
	Training:			Numerous Harris Web Courses		

#### Qualifications and Experience

#### AMK Services - (2008-Present)

Responsible for the maintenance and installation of 2-way radio systems and related equipment at various locations across the country. Performed installation and implementation of the first Harris P25 MASTR V IP-based simulcast system in Madison County, KY. Served as Quality Assurance Manager during the 800 MHz re-banding process for the NFTA in Buffalo, NY and the City of Irving in Irving, TX. Currently the Lead Technician for the DP&L OPENSKY Installation Project.

### Alachua County Sheriff's Office - (2005-2008)

Worked as a state-certified Correctional Officer, responsible for the care, custody and control of the inmate population.

Duties included: managing all daily activities of the assigned housing unit, assuring the security of the facility, and providing for the safety of all staff and visitors. Required a constant level of alertness, the ability to make critical decisions quickly, and an independent as well as a team-oriented work ethic.

#### Mobile Solutions – (2005-2008)

Responsible for the installation and repair of cellular phone and 12-volt equipment in vehicles, performed on-site at customers' locations. Duties included: all aspects of sole proprietor ownership, performing installation and repair work.

Business was started when ALLTEL Communications dropped their contract with Solectron Global Services, ALLTEL then referred all installation and repair work to my company.

#### Solectron Global Services - (2001-2005)

Responsible for installation and repair of cellular phone equipment in vehicles, done on-site at customers' locations.

Duties included: scheduling appointments, performing installation and repair work as needed, maintaining a supply inventory, maintaining a company vehicle, handling all paperwork and generating weekly and monthly summary reports.

#### Years of Relevant Experience: 14 Years

### Accomplishments

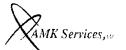
- Performed installation and implementation of the Harris P25 MASTR V IP-based simulcast system in Peoria County, IL and Monroe County NY.
- Performed installation and implementation of the first Harris P25 MASTR V IP-based simulcast system in Madison County,
   KY



## AMK Services

- Over 11 Years of experience in numerous communication platforms and networking technologies.
- Possess invaluable knowledge with respect to today's ever changing technology. Specifically adapted to environments
  where dedicated services are merging with wireless technology.

Years of Public Sector Experience: 14 Years



# 1.4 EXPERIENCE

AMK Services has been delivering successful and innovative solutions throughout the Country since 2005. Our history and commitment of providing our customers with the most cost effective solution that meets their current and future needs starts with our team's commitment of being devoted to your cause throughout the life of your system. A few examples of our system deployments are provided below:

AMK Services is the best choice in Public Safety LMR Communications, as shown by our recent P25 System Wins across North America:

- Cumberland County, Tennessee
- Madison County, Kentucky
- Idaho National Laboratory, ID
- Aurora, IL
- Lancaster Ohio



# Cumberland County, Tennessee UHF P25 Phase 2 Simulcast System

## Program Overview

Cumberland County, TN is a 6 site Harris P25 Phase 2 UHF Simulcast System that AMK Services was awarded in December 2014. AMK Services provided system engineering, design, installation services as well as microwave backhaul design and installation. AMK Services will also be installing 6 Symphony Dispatch Consoles at the dispatch center.

#### System Description

- 6 Simulcast sites
- Ring Designed Microwave Network
- 6 Dispatch Consoles
- Logging Recorders
- 700 users

#### Period of Performance

Contract Value at Award: \$2,200,000.00

Contract Date: December 2014 Acceptance Date: December 2015

#### Contact Point

Keith Garrison Cumberland County, TN 42 Southbend Drive Crossville, TN 38555 Phone: (931) 510-1999

Email: keith.garrison@cccema.org





# Madison County, Kentucky P25<sup>IP</sup> Simulcast Trunked System

#### Program Overview

Madison County is an eight site ten-channel 700/800 MHz P25IP Linear Simulcast System with an additional 9th multisite, and 11 C3IP Dispatch Consoles, including an 8 site Alcatel – Microwave system, supporting their simulcast system and a two site Exalt 4.9 microwave backhaul, that operates as a backup to their dispatch center. AMK Services installed the infrastructure, equipment, mobile radios, optimized the system and now maintains the Madison County as a subcontractor to Harris Corporation.

#### System Description

- 9 Sites (one of the sites being a multisite VDOC site)
- 10 Channels
- 2500 users

#### Period of Performance

Contract Value at Award: \$ 12,000,000.00

Installation Date: 2010

#### Contact Point

Michael Bryant Madison County Emergency Management Agency 560 South Keeneland Drive Richmond, Kentucky 40475

Phone: (859) 624-4787

Email: MBryant@madisoncountyema.net





# Idaho National Laboratory 800 MHz P25 System

#### Program Overview

AMK Services partnered with Harris Communications to provide the Idaho National Laboratory with a 3 site, 8 Channel 800MHz P25 public safety communications system. AMK Services was responsible for Site Management, Installation and Engineering services along with the commissioning of 12 Harris MAESTRO console systems.

#### System Description

- 3 Sites
- 8 Channels
- 12 Maestro Consoles
- 2000 users

## Period of Performance

Contract Value at Award: \$6,000,000.00:

Installation Date: 2012

#### Contact Point

Steve Williams Idaho National Laboratory 1955 N Fremont Ave Idaho Falls, ID 83415

Phone: (208) 520-1124

E-mail: mailto:jim.davis@pittgov.org Steve.Williams@inl.gov





# Aurora, Illinois Open Sky System

#### Program Overview

AMK Services partnered with Harris Corporation to provide first responders in the City of Aurora, Illinois with a 6 site OpenSky public safety communications system and an Alcatel-Lucent Microwave Backhaul. AMK Services provided Site Management, Installation and Engineering. This was a two year project involving numerous agencies including a new dispatch centers, back up dispatch centers and an Emergency Operations Centers.

## System Description

- 6 Sites
- 1000 users

#### Period of Performance

Contract Value at Award: \$ 9,000,000.00

Installation Date: 2010

#### Contact Point

Ted Beck Chief Technology Officer 44 E Downer Pl, Aurora, IL 60505 630.417.7494 TBeck@aurora-il.org





# Lancaster, Ohio UHF P25 System

#### Program Overview

AMK Services partnered with Codan Communications to provide first responders in the City of Lancaster Ohio with a 6 site UHF P25 public safety communications system. AMK Services provided Site Management, Installation and Engineering for both the County and Codan Communications.

#### System Description

- 6 Sites
- Channels
- 150 users

## Period of Performance

Contract Value at Award: \$350,000.00

Installation Date: 2013

#### Contact Point

Ed Campbell City of Lancaster, OH 104 E. Main Street Lancaster, Ohio 43130 Phone: 740-687-6645

Email: ecampbell@ci.lancaster.oh





# 2. DESCRIPTION OF SYSTEM

## 2.1 SCOPE OF WORK

# 2.1.1 Project Implementation Plan

AMK's proposal to LFUCG provides the system design and implementation services to deploy a fully operational System. Our team has highly skilled professionals experienced in designing and installing complex communications systems such as the one proposed for Fayette County.

The implementation plan includes many steps to get from contract signing to system acceptance. The following is a list of those key steps:

- Contract signing
- Customer design review
- System installation
- Acceptance testing
- Final acceptance
- · Warranty period

#### 2.1.2 Statement of Work

This Statement of Work (SOW) defines the activities and responsibilities of all parties for the implementation of Amateur Radio Equipment and the Re-location of Equipment. These activities include the system equipment installation work and the site development work to be performed.

#### 2.1.2.1 General Responsibilities

AMK Services will designate an individual to be the Program Manager (PM). The PM will direct the AMK Services team's efforts and serve as the point of contact to LFUCG. The PM will have the authority to run the project and make decisions. He will have access to AMK Services management for project reviews or problem resolution as required.

#### AMK Services PM will:

- Participate in project review meetings, submit status reports.
- Establish project communications protocol, maintain communications log as required
- Manage the AMK Services team
- Report project progress as compared to project schedule
- Update project schedule
- Manage and control the flow of products and equipment from the factory to meet the project schedule
- Review change orders with LFUCG complete the change request form, update change register



#### LFUCG will:

- Designate an individual to be LFUCG's Project Manager. This person will be the primary point of contact for the AMK Services PM, receiver and sender of official communications for the LFUCG
- Review all submitted material
- Provide written approval for major milestones (Installation and Final Acceptance)
- Participate in project update calls
- Participate in project review meetings
- Provide timely responses to issues and questions
- · Coordinate with other state and local government agencies, as required
- Review any change orders with AMK Services PM

## 2.1.2.2 Fixed Equipment Installation

AMK Services will be responsible for the installation work, detailed in the Description of Work. The work will be scheduled to coordinate with the delivery of equipment. All equipment will be installed in a neat and professional manner, employing a standard of workmanship consistent with professional installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA), and FCC standards and regulations.

For installation of the fixed equipment at the various sites, AMK will furnish all of the required cables for the system, which includes Connectors, Mounting equipment and other items associated with the installation. Each cable will be labeled and included in the final as-built documentation package. Each cable run will be secured with cable ties, with excess material folded back and neatly coiled.

All of the equipment provided will be properly grounded to the site's grounding system. All cabinets, racks, enclosures, and transmission line surge protectors will be connected to the single point ground system. Ground connections will be connected using approved irreversible compression connectors or irreversible lugs and splices. All painted surfaces where ground connections will be made will be scraped clean of paint and dissimilar metal connections will be treated with an anti-oxidant compound.



## 2.1.3 Site Implementation Overview

### 2.1.3.1 PSOC Main Distribution Frame (MDF) room

#### **AMK Services will:**

- Provide and install two (2) equipment racks, two (2) PDUs and necessary shelves
- Install three (3) existing Harris CS7000 800 MHz Control Stations and add IP interfaces
- Remove and install one (1) Madison County 800 MHz Control Station and add IP interface
- Install one (1) existing VHF TK-5720 Radio and add IP interface
- Install nine (9) existing Mutual Aid Control Stations and power supply
- Provide and install three (3) new combiners and RF jumpers to support VHF, UHF and 800 Mutual Aid Radios
- Provide and install power supply for TK-5720 Radio
- Provide and install Spectracom Command Center GPS Netclock
- Provide and install 24-port Ethernet/Fiber switch and all necessary jumpers from MDF Room to PSOC tower shelter
- Ground all equipment per the latest Harris/Motorola grounding specifications
- Label all cables per system engineer's documentation and interconnection
- Record all relevant serial numbers
- Provide As-built documentation for all work completed
- Cleanup site, remove all debris and un-wanted material

#### **LFUCG Will**

- Provide three (3) CS7000 800 MHz Control Stations
- Provide one (1) Madison County 800 MHz Control Station
- Provide one (1) VHF TK-5720 Radio
- Provide nine (9) Mutual Aid Control Stations, eight (8) shelves, power supply, LMR400 cable and connectors for jumpers
- Provide floor space for racks
- Assist in arranging for temporary parking to off load equipment
- Provide temporary IDs to AMK Services work crew as needed for access to LFUCG's facilities

#### 2.1.3.2 PSOC Penthouse

#### **AMK Services Will**

 Provide and install six (6) antennas with wall mounts to support VHF, UHF and 800 Mutual Aid Radio combiners



- Provide and install one (1) VHF Weather Radio antenna with wall mount
- Provide and install one (1) GPS antenna with wall mount
- Provide and install 7/8", ½" and LMR400 coaxial feed lines as specified in RFP from antennas to MDF Room
- Provide and Install Entry Port
- Provide and install (1) External Ground Bus bar at entry port
- Provide and install (1) Interior Ground Bus bar at entry port
- Ground all equipment to according to latest Harris/Motorola grounding specifications
- Perform intermodulation study on all antennas/receivers
- Cleanup site, remove all debris and un-wanted material
- Perform and document all required testing in accordance with the contract

#### **LFUCG Will**

- Assist in arranging for temporary parking to off load equipment
- Provide temporary IDs to AMK Services work crew as needed for access to LFUCG's facilities

#### 2.1.3.3 PSOC Tower/Shelter

#### **AMK Services Will**

- Provide and install one (1) HF inverted-V antenna on tower
- Provide and install wooden utility poles as needed to support HF antenna
- Provide and install two (2) dual band 2-meter/70cm antennas on tower
- Provide and install one (1) VHF antenna on tower
- Provide and install ½" and LMR400 coaxial feed lines as specified in RFP from antennas to tower shelter
- Provide and install SPDs on coaxial feed lines
- Provide and install 19" equipment rack, PDU and necessary shelves
- Provide and install one (1) Flex 6500 HF Radio, Palstar antenna tuner and power supply
- Provide and install two (2) ICOM 7100 dual band radios, power supplies and remote interfaces
- Install one (1) existing Civil Air Patrol EJ Johnson radio and add IP interface
- Provide and install 24-port Ethernet/Fiber switch and all necessary jumpers from PSOC tower shelter to MDF Room
- Ground all equipment to according to latest Harris/Motorola grounding specifications
- Label all cables per system engineer's documentation and interconnection



- Cleanup site, remove all debris and un-wanted material
- Record all relevant serial numbers
- · Provide As-built documentation for all work completed
- Provide operating manuals and warranty information for all new equipment installed
- Perform and document all required testing in accordance with the contract

#### **LFUCG Will**

- Provide MGB for the equipment that meets latest Harris/Motorola grounding specifications
- Assist in arranging for temporary parking to off load equipment
- Provide temporary IDs to AMK Services work crew as needed for access to LFUCG's facilities

#### 2.1.3.4 PSOC Building (various locations as specified)

#### **AMK Services will:**

- Provide and install Flex Maestro Control Head
- Provide and install two (2) dual-band remote radio control heads
- Provide and install six (6) desktop remotes with external speakers and headsets for radios with IP interfaces
- Provide and install three (3) VHF weather alert radios, splitter, distribution amplifier and connect to antenna on Penthouse
- Provide and install eighteen (18) GPS Netclock time displays
- Provide and install fiber jumpers in IDF Room to complete connection between tower shelter and MDF Room
- Label all cables per system engineer's documentation and interconnection
- Cleanup site, remove all debris and un-wanted material
- Record all relevant serial numbers
- Provide As-built documentation for all work completed
- Provide operating manuals and warranty information for all new equipment installed
- Perform and document all required testing in accordance with the contract

#### LFUCG will:

- Provide access to the site
- Provide MGB for the equipment that meets latest Harris/Motorola grounding specifications
- Assist in arranging for temporary parking to off load equipment
- Provide temporary IDs to AMK Services work crew as needed for access to LFUCG's facilities



## 2.2 ICOM IC-7100

Icom's solid experience in amateur radio technology spans decades and is reflected in its quality selection of HF, handheld and mobile models. Veteran DX contesters, EmComm volunteers and HAMs just starting out rely on Icom for high-performing and easy-to-use products. Icom continues its commitment to the amateur radio hobby with D-STAR, the all-digital mode that's attracting a new generation to ham radio.

#### Intuitive Touch Screen Interface

The innovative touch screen interface provides quick and smooth operation for setting and editing various functions and memories.

#### Straight Forward Operation

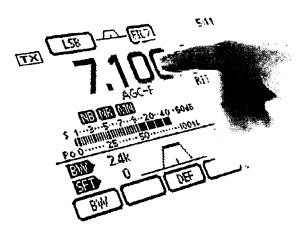
Just tap the mode, filter, function etc., you need to change. The touch screen responds naturally, hanging your settings.

#### Software Keypad

Entering frequency, call sign or editing memory channels has never been this easy. The software keypad on the touch screen allows you to input alphanumeric characters incredibly quickly.

#### One Touch Selection

For example, if you want to change the operating band, tap the frequency on the display. The band keys will be shown to select the operating band. Touching the multi-function meter indicator for 1 second will quickly change the transmit meter functions.



#### Resistive Touch Screen

The radio control head features a large, multi-function, "touch screen" dot-matrix LCD display that is positioned for easy view and operation. The controller is compact in size, making it ideal for limited vehicle or desktop space. For example, if you want to change the operating band, tap the frequency on the display. The band keys will be shown to select the operating band. Touching the multi-function meter indicator for I second will quickly change the transmit meter functions. The 48.6×75.9 mm; 1.91×2.99 in large resistive touch screen display can be operated while wearing gloves.

#### Controller Mounted Speaker and Jacks

The unique remote head design is perfect for providing loud, clear audio as well as jacks for an external speaker/headphones as well as a key and microphone.

#### HF/50/144/430/440MHz Multi-band, Multi-mode

The IC-7100 fully covers the HF, 50, 144, 430/440 MHz amateur bands in multiple modes, providing 100W on HF/50MHz bands, 50W on 144MHz band and 35W on 430/440MHz band.

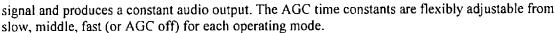


## Digital Features Controlled by the IF DSP

A high-performance 32-bit floating point IF DSP delivers rich digital signal processing features, including digital IF filter, digital twin PBT, noise reduction, CW auto tune, etc. Those digital features work on all bands from HF to V/UHF bands.

#### DSP Controlled AGC Function Loop

The digital signal processing is incorporated into the AGC function loop. The results of signal processing provide feedback to the AGC function. The AGC function works on the intended





The optional RS-BA1 software allows you to operate the IC-7100 from a remote PC over the Internet or local home network.

#### **Built-in RTTY Functions**

The built-in RTTY decoder allows you to instantly read an RTTY message on the display. No external TNC or PC required for reading. The eight RTTY memories can memorize and transmit often used RTTY sentences. The RTTY memory is 70 character per memory channel.

#### D-STAR DV Mode (Digital Voice + Data)

The IC-7100 provides D-STAR DV mode digital voice and low speed data communication.

- DR (D-STAR Repeater) Mode Operation The DR mode operation makes the D-STAR operation simple and straight forward, even if you are new to D-STAR operation.
- Near Repeater Function- With an external, 3rd party GPS\*, search the internal database based on your location. \* External GPS receiver or manual data input required.



#### Other Features

- CW full break-in,
- CW receive reverse, CW auto tuning
- Optional multi-function microphone, HM-151
- Band scope and SWR graphic display
- RF speech compressor controlled by the DSP



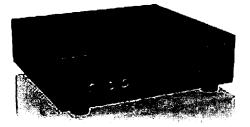
- Voice memory function
- Multi-function Meter
- 495 regular, 4 call, 6 scan edge and 900 DR mode repeater channels
- 4 channels TX voice memories
- ±0.5ppm frequency stability
- Auto reply function
- Digital call sign squelch and digital code squelch

## 2.3 FLEX-6500 AMATEUR TRANSCEIVER

The FLEX-6500<sup>TM</sup> is for the advanced operator who desires extended performance across four slice receivers. Offering four panadapter and waterfall displays, the FLEX-6500 lets you see the action on up to four bands at once. Contest grade preselectors, integrated antenna tuner and optional GPSDO makes the FLEX-6500 the perfect radio for the serious DXer or contesting.

### **Feature Highlights**

- Maximum Slice Receivers: Four (4)
- Maximum Panadapter Bandwidth: 14 MHz
- Antenna Connectors: SO-239x2; BNCx1; XVTR-BNCx1
- Wideband Frequency Coverage: 30 kHz 72 MHz
- Transmit Frequency Coverage: 160-6m amateur bands, 100W nominal output
- Transverter IF Frequency Coverage\*: 100 kHz 72 MHz
- Digital Audio Exchange (DAX) Channels: Four (4)
- DAX IQ Channels/Bandwidth per Channel (DAXIQ): Four (4) @ 24 kHz 192 kHz
- Preselectors: 160 2m (except 60m)
- Microphone Connectors: Unbalanced 8-pin Foster, Balanced XLR/TRS
- Antenna Tuner Unit (ATU): Integrated
- Full Continuous Coverage Transmit: MARS/CAP Capable





#### 2.4 PALSTAR HF-AUTO ANTENNA TUNER

The Palstar HF-AUTO 1800 watt automatic antenna tuner covers 160 to 6 Meters with a power rating of up to 1800 watts PEP. Hams have enjoyed the benefits of low power auto-tuners for years, but now Palstar takes it to the next level and offers auto-tuning with a power rating of 2 Watts to 1800 watts. Like all Palstar products the HF-AUTO was designed by Hams for Hams carrying on the Palstar tradition for high-quality products designed and made in the USA.



Auto-tuners have been around for years, but most of them use clacking relays and lumped components so that the match is always just a little bit off. Palstar reinvented the auto-tuner with continuously variable components for a perfect match every time, and capped it off with a power rating of 2 Watts to 1800 watts.

# 2.5 REMOTERIG RRC-1258MKII-S



The Remoterig RRC-1258MkII-S is developed specially for remote control of Amateur radio stations via the Internet, in and user friendly and cost-effective way.

The Remoterig units are used in pairs, one is connected to the radio and the other is connected to the control equipment.

The system is unique in the way that no PC is needed, both voice and data communication is handled by the two units. RRC-1258MkII-S can be configured to work together with most Amateur radio stations available on the market from ICOM, Kenwood. Yaesu and Elecraft

#### 2.6 IDA 24-66

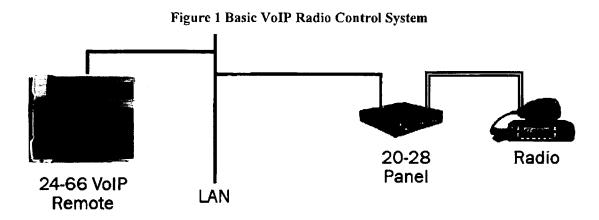
The basic function of the voice over IP (VoIP) radio control system is to allow a private mobile radio base station to be controlled from a remote location. The system consists of a base station radio, a panel and a remote. The panel connects to the radio and provides direct control of the radio based upon control signals from the remote. The panel also has access to the radio's receive and transmit audio which is passed to and from the remote. The panel and the remote are connected by means of an IP network.



This system will allow a user of the remote to change the current radio channel and select other radio functions in much the same way as can be done directly at the radio. The user of the remote can also carry on voice conversations with mobile radio users through the base station radio.

The basic VoIP radio control system is depicted in (Figure 1 Basic VoIP Radio Control System).





The remote and the panel are connected via an Ethernet LAN. If desired, the VoIP remote can also be connected to a computer which allows the computer access to the LAN without the need for a hub, thus eliminating the need for separate cabling.

An extended VoIP radio control system is depicted in (Figure 2). Here, multiple remotes connect to the panel across an internet. The internet might be composed of one or more Ethernet LANs, WANs or the Internet

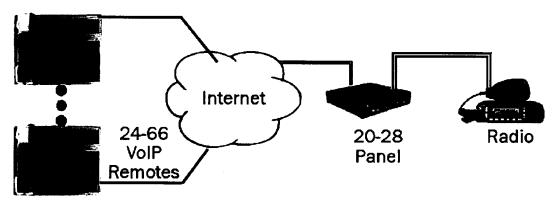


Figure 2 Extended VoIP Radio Control System

The 24-66 VoIP Remote Controller offers remote controlling of a base station radio using Ethernet / IP technology. This significantly saves cost & inconvenience of conventional fixed / wired lines to connectivity with the base radio / repeater system. Model 24-66 VoIP can also be connected to a computer, which allows the computer access to the LAN without the need for a hub and practically allows the base radio anywhere in the network. The internet might be composed of one or more Ethernet LANs, WANs, or the Cloud infrastructure.

#### **Options**

- One touch transmit
- Optional wall mount
- Headset and Footswitch
- Field programmable



- Intercom
- Mute
- Clock
- VU meter
- 110 volt operation
- US or European power supply

#### **2.7 ENCORE PRO 510**

The Plantronics EncorePro 500 Series is an all-new generation of headsets for customer service centers and offices, designed for the future, and built on experience. Three innovative models deliver greater comfort for all-day wearing, superior noise-canceling for clearer calls, and increased reliability so conversations can continue without worry. And they'll help you meet the OSHA / Noise at Work regulations.



#### 2.8 DB SPECTRA

The dbSpectra Control Station Combiner reduces the number of antennas needed. This combiner funtions as both a combiner and Multicoupler for either trunked or conventional mobile radio systems. Connect eight mobile radios with our 8-port model and reduce antenna requirements from eight to two. Your overall system port-to-port isolation can be increased using this combiner for applications where individual radio antennas do not provide enough spatial RF isolation, thus removing all the guesswork.

#### **Features**

- Separate transmit and receive antennas.
- Low profile building block modules.
- Transmit and receive on each radio port.
- Enables combining of control stations.
- 50 Watts input per channel (continuous).
- Enhances system port-to-port isolation.
- Amplifier for receive signals.
- Analog or digital radio compatible.





### 2.9 COMMAND CENTER PACKAGE

The NetClock GPS Command Center Package provides a complete solution for time synchronization. It includes all the necessary interfaces found in most PSAP applications to provide legally traceable time throughout a center.

#### **Included Equipment**

- NetClock Model 9483 with OCXO Oscillator
- NetClock 9400 Gigabit Ethernet Option Card
- TimeView® Display Clock Model TV400W with Power Supply
- GPS Outdoor Antenna Model 8230
- GPS Antenna Surge Protector Model 8226
- Outdoor GPS Antenna Cable, 100 ft.
- RS-485 Station Cable, 100 ft.
- (18) 4" 6 Digit IP PoE Digital Display Clock
- 24/7 Premium Support Package (1 yr renewable/ per unit)
  - o 24/7 Emergency technical support for down mission critical systems
  - o Express 24 hour loaner service (loaners sent out within 24 hours of a call)
  - o Free loaners (normally a \$250 Dollar/mo. Min charge)
  - o Priority repair service, first class rank for repair service (standard 10-14 days)
  - o Free domestic ground shipping of repairs (normally a one way charge)

### 2.10 CISCO SG-300 SWITCH

The Cisco 300 Series, part of the Cisco Small Business line of network solutions, is a portfolio of affordable managed switches that provides a reliable foundation for your business network. These switches deliver the features you need to improve the availability of your critical business applications, protect your sensitive information, and optimize your network bandwidth to deliver information and applications more effectively. Easy to set up and use, the Cisco 300 Series provides the ideal combination of affordability and capabilities for small businesses, and helps you create a more efficient, better-connected workforce.

The Cisco 300 Series is broad portfolio of fixed-configuration managed Ethernet switches. Models are available with 8 to 48 ports of Fast Ethernet and 10 to 52 ports of Gigabit Ethernet



connectivity, providing optimal flexibility to create exactly the right network foundation for your business. However, unlike other small business switching solutions that provide managed network capabilities only in the costliest models, all Cisco 300 Series Switches support the advanced security



management capabilities and network features you need to support business-class data, voice, security, and wireless technologies. At the same time, these switches are simple to deploy and configure, allowing you to take advantage of the managed network services your business needs.

#### Features and Benefits

Cisco 300 Series Switches provide security, performance, traffic management, and other capabilities – optimized and customized, and at the right price for small businesses. The Cisco 300 Series provides:

High performance and Reliability: Cisco 300 Series Switches have been rigorously tested to deliver the high availability and performance you expect from a Cisco switch. The solutions speed up file transfer times and improve slow, sluggish networks, while keeping your vital business applications available and preventing costly downtime. As a managed switching solution, the Cisco 300 Series also gives you the flexibility to manage and prioritize high-bandwidth traffic such as voice. That means you can empower your employees with state-of-the-art communication and productivity solutions, without draining the performance of your other business applications.

Fast, Easy Setup and Configuration: Cisco 300 Series Switches are designed to be easy to use and manage by small businesses and the partners who serve them. The included device manager software provides an intuitive, web-based interface to simplify setup, security, and quality of service (QoS) traffic prioritization, allowing even users without IT expertise to configure the switch in minutes. Cisco also provides a Cisco FindlT Network Discovery Utility. This utility that works through a simple toolbar on the user's web browser to discover Cisco devices in the network and display basic information, such as serial numbers and IP addresses, to aid in the configuration and deployment of Cisco Small Business products. For more information, and to download the utility, please visit http://www.cisco.com/go/findit. These switches use Cisco Discovery Protocol as well as Link Layer Discovery Protocol (LLDP-MED) to automatically detect all the devices connected to your network. and then automatically configure themselves for the appropriate connectivity and instructs the devices to use appropriate voice VLAN or QoS parameters. For more advanced capabilities and hands-on control, the switches support Smartport roles which configure the ports with specific levels of Security, QoS, and availability according to the type of connected device, based on Cisco best practices and pretested configurations. The Auto Smartports feature applies the intelligence delivered through the Smartport roles and applies it automatically to the port based on the devices discovered over CDP or LLDP-MED. This facilitates zero touch deployments. Although the Cisco 300 Series is designed to be deployed without using a command-line interface (CLI), Cisco Textview is available for those who prefer to use text-based configuration. Together, these features reduce the time your staff must devote to network deployment, management, and troubleshooting.

Strong security: The Cisco 300 Series Switches provide a high level of security and give you fine-grained control to safeguard your network from unauthorized users.

Power over Ethernet: Cisco 300 Series Switches are available with up to 48 PoE ports of Fast Ethernet or Gigabit Ethernet connectivity. This capability simplifies advanced technology deployments such as IP telephony, wireless, and IP surveillance by allowing you to connect and power network endpoints over a single Ethernet cable. With no need to install separate power supplies for IP phones or wireless access points, you can take advantage of advanced communications technologies more quickly, and at a lower cost. Some models support both IEEE 802.3af PoE and IEEE 802.3af PoE+ while others support IEEE 802.3af PoE only.



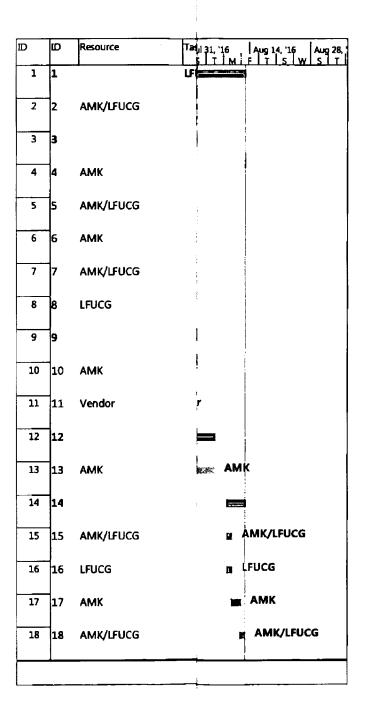
IP Telephony Support: Cisco 300 Series Switches include embedded QoS intelligence to prioritize delay-sensitive services such as voice and video, simplify unified communications deployments, and help ensure consistent network performance for all services. For example, automated voice VLAN capabilities let you plug any IP phone (including third-party phones) into your IP telephony network and receive an immediate dial tone. The switch automatically configures the device with the right VLAN and QoS parameters to prioritize voice traffic.

Network wide Automatic Voice Deployment: Using a combination of CDP, LLDP-MED, Auto Smartports, and VSDP (Voice Services Discovery Protocol – a unique patent-pending Cisco protocol), customers can deploy an end-to-end voice network dynamically. The switches in the network automatically converge around a single voice VLAN and QoS parameters and then propagate them out to the phones on the ports where they are discovered. For example, automated voice VLAN capabilities let you plug any IP phone (including third-party phones) into your IP telephony network and receive an immediate dial tone. The switch automatically configures the device with the right VLAN and QoS parameters to prioritize voice traffic.

Advanced network management capabilities: As managed switches, the Cisco 300 Series lets you use a variety of advanced features to control traffic over your network.



# 3. PROJECT SCHEDULE





# 4. WARRANTY INFORMATION

#### 4.1 WARRANTY

All equipment listed in this RFP shall be free from defects in material and workmanship, and to operate in accordance with the specifications for a period of not less than one year from date of final acceptance. Warranties are provided by the respective manufacturers herein and no other warranties are expressed or implied.

Following system acceptance. AMK is offering LFUCG a Warranty Program on the proposed system. The warranty program will begin after the final system acceptance date and run for 12 consecutive months on the infrastructure.

Warranty includes all necessary warranty parts, software, troubleshooting (during normal business hours) and replacement of parts and shipping to the customer and other items normally required and/or consumed during the one year warranty period. Warranty does not include cost for tower climbing services.

Warranty allows unlimited access to AMK Service's hot-line support during normal business hours. AMK Services will provide telephone and on-site support during normal business hours as required for both hardware and software related failures and defects as well as technical support beyond such failures to include system operation and configuration assistance.

#### 4.2 EXCEPTIONS

#### 4.2.1 Tower Maintenance and Climbs

This warranty does not cover the cost of mobilization of tower crews and any associated climbs. Because of the reliability of the equipment, AMK Services recommends that in order to reduce costs, tower climbs be provided as time and material during and after the warranty period. Should the County wish to include tower climbs in this final proposal, AMK Services will work with LFUCG Officials to determine the amount needed per year and the associated cost

# 4.2.2 Non-Warranty Items

AMK Services shall not be responsible for delays or failures in performance under this Agreement that are due to causes beyond its reasonable control including, but not limited to, acts of God, war, acts of terrorism, fires, severe weather, floods, strikes, blackouts, embargoes or work performed on AMK Services' equipment by third parties not authorized by AMK Services to perform such work. In the event such delays or failures interrupt AMK Services service to Customer, AMK Services shall promptly notify LFUCG Officials of the circumstances and the anticipated delay.

# 4.2.3 Delays

The schedule provided in Section 3 has been calculated for 56 Business Days (M-F, 8-5). AMK Services will accept penalties for delays due to its own negligence. AMK Services cannot be held responsible for any delay beyond the normal control of AMK, such as Acts of God, 3<sup>rd</sup> party delays etc. AMK Services will work with the LFUCG PM and Consultant in order to expedite shipping of required equipment. AMK Services will update LFUCG with all shipping dates and scheduling.



#### 4.2.4 Licensing

AMK Services has not included any fees associated with FCC applications or coordination. Customer assumes responsibility for coordination and any changes that may arise as a result of FCC instruction. AMK can provide coordination services to LFUCG for an additional fee.

### 4.2.5 Equipment

- The Hammond SR1501517 Equipment Rack specified in the RFP is a proprietary item and not available. AMK Services has included the Bud Industries SRP-8134 equipment cabinet as an alternative.
- Addendum #2 indicates an antenna (Telewave 135F2) for the Civil Air Patrol radio at 90'.
   AMK Services was unable to determine where the antenna and installation was to be included on the provided pricing matrix. We have added 2 additional lines at the end of the Matrix in order to provide pricing for the equipment and installation.



# 5. PRICING

Line#	Item	Qty.	Price Per Unit	Subtotal
32.2.A	Radio Installation, LFUCG 800 MHz Control Stations, (Labor)	3	\$302.50	\$907.50
3.2.2.A.1	Provide Remote Desksets	3	\$749.00	\$2,247.00
3.2.2.A.2	Provide IP-Gateway	3	\$1,412.60	\$4,237.80
3.2.2.A.2	Install and interface Remote Desksets & IP Gateways (Labor)	3	\$605.00	\$1,815.00
3.2.2.B.1	Amplified External Speaker with Headphone Jack	3	\$36.35	\$109.05
3.2.2.B.2	Headphone	3	\$80.85	\$242.55
3.2.3	Remove and re-install an existing Harris CS7000	3	\$201.50	\$604.50
3.2.3.C	Install Desktop & IP Gateway	1	\$605.00	\$605.00
3.2.3.C	Provide Remote Deskset w/Amplified Speaker	1	\$2,197.90	\$2,197.90
3.2.3.C.3	Provide Headphones	1	\$80.85	\$80.85
3.2.4.A	Provide Weather Alert Radio	3	\$54.00	\$162.00
3.2.4.A	Install Weather Alert Radios	3	\$201.50	\$604.50
3.2.4.A.2	Provide VHF Weather Radio Antenna System, coax cable, mounting Hardware, surge protection	1	\$906.70	\$906.70
3.2.4.A.4	Distribution Amplifier	1	\$144.50	\$144.50
3.2.4.A.4	Install Distribution Amplifier and Weather Radio Antenna System	1	\$2,117.50	\$2,117.50
3.2.5.A	Provide Entry Port	1	\$731.20	\$731.20
3.2.5.A	Install Entry port and Associated Hardware	1	\$3,967.50	\$3,967.50
3.2.5.A.2	Provide Internal & External Ground Buss and grounding hardware	3	\$405.50	\$1,216.50
3.2.5.A.2	Installation of Internal and External Ground Buss & Ground System	1	\$7,935.00	\$7,935.00
3.2.6.A	Installation of 5720 Kenwood radio in MDF Room	1	\$302.50	\$302.50
3.2.6.A.1	Provide IP Gateway & Desktop Remote	1	\$2,197.90	\$2,197.90
3.2.6.A.2	Install IP Gateway and Desktop	1	\$605.00	\$605.00
3.2.6.A.2	Provide Headphone	1	\$80.85	\$80.85
3.2.6.B	Install EF Johnson RS5300 In PSOC Shelter	1	\$302.50	\$302.50
3.2.6.B	Provide IP Gateway & Desktop Remote	1	\$2,197.90	\$2,197.90
3.2.6.B	Install IP Gateway & Desktop Remote	1	\$605.00	\$605.00
3.2.6.B.1	Provide Headphones	1	\$80.85	\$80.85
3.2.7.A	Provide Dual Band Amateur Radio	2	\$1,399.00	\$2,798.00
3.2.7.A.2	Provide equipment to extend Dual Band Amateur Radio over Fiber-IP Ethernet network	2	\$1,296.00	\$2,592.00
3.2.7 <i>.</i> A.3	Install and configure radio to IP Interface	2	\$302.50	\$605.00
3.2.7.A.3	Install Dual Band Amateur Radio chassis in Shelter & Control Head in ESF-2	2	\$605.00	\$1,210.00
3.2.8.A	Provide Dual Band Amateur Antenna, transmission lines, mounts, and grounding hardware.	2	\$802.00	\$1,604.00



3.2.8.A	Install Dual Band Antenna System on PSOC Tower	2	\$5,201.25	\$10,402.50
3.2.9A	Provide FLEX 6500 with Maestro Control Unit	1	\$8,549.65	\$8,549.65
3.2.9A.1	Install FLEX Chassis in shelter and Maestro Control Unity in ESF-2	ì	\$605.00	\$605.00
3.2.9.B	Provide Handset for each Amateur Radio	3	\$145.50	\$436.50
3.2.9.B.3	Provide Foot Pedal for PTT	1	\$113.00	\$113.00
3.2.10.A	Provide HF Inverted V Antenna	1	\$466.00	\$466.00
3.2.10.B	Installation of HF Antenna System	1	\$9,935.00	\$9,935.00
3.2.10.B	Provide Antenna mounting, cable hangers, supports & poles	1	\$924.00	\$924.00
3.2.11.A	Provide PALSTAR Antenna Tuner and all necessary hardware	1	\$2,234.00	\$2,234.00
3.2.11.A	Install PALSTAR Antenna Tuner	1	\$302.50	\$302.50
3.2.12.A	Provide Fiber to Ethernet System	1	\$2,599.00	\$2,599.00
3.2.12.A	Install Fiber to Ethernet/Fiber System	1	\$1,815.00	\$1,815.00
3.2.13.A	Provide Command Center Package -	1	\$28,987.00	\$28,987.00
3.2.13.A	Installation of Command Center Package	1	\$5,445.00	\$5,445.00
3.3.1	Perform Intermodulation Study	1	\$1,750.00	\$1,750.00
3.3.3.B	Provide all RF Jumpers, Fiber Jumpers and Cat-6 jumpers	1	\$2,739.00	\$2,739.00
3.3.3.B	Install RF and Fiber Jumpers to complete connectivity between Shelter Fiber and MDF Room	1	\$907.50	\$907.50
3.3.4	Reprogramming communications equipment ( Cost Per Unit)	1	\$35.00	\$35.00
3.3.4.C	Provide Programming Cables and Software for Amateur Equipment	3	\$68.50	\$205.50
3.3.5.C	Install and Ground Equipment Racks Shelter & MDF Room	1	\$2,722.50	\$2,722.50
3.3.5.A	Install (2) 20- Amp Electrical Runs from Shelter AC Panel to Rack.	1	\$1,000.00	\$1,000.00
3.4.1.B	Installation of (9) Mutual Aid bases in MDF Room Rack	1	\$2,722.50	\$2,722.50
3.4.2	Installation of Mutual Aid Antenna System on Penthouse	1	\$39,675.00	\$39,675.00
3.4.3	Provide VHF Antenna & All Mounting	2	\$924.00	\$1,848.00
3.4.3	Provide UHF Antenna & All Mounting	2	\$1,096.00	\$2,192.00
3.4.3	Provide 800 MHZ Antenna & All Mounting	2	\$1,435.00	\$2,870.00
3.4.4	Provide 7/8" RFS Transmission line	1	\$5,758.00	\$5,758.00
3.4.4	Provide 1/2" LDF4-50 Transmission Line	1	\$1,223.00	\$1,223.00
3.4.4.A	Provide Transmission Line Fasteners, waterproofing. RF Surge Protects, and Connectors	1	\$4,081.00	\$4,081.00
3.5.1	Installation of Combiner Systems	3	\$605.00	\$1,815.00
3.5.1	Provide VHF Combiner	ŀ	\$30,030.00	\$30,030.00
3.5.1	Provide UHF Combiner	ī	\$17,745.00	\$17,745.00
3.5.1	Provide 800 MHz Combiner	1	\$16,607.50	\$16,607.50
			<del></del>	•



3.5.1	Provide dB Spectra 50 Ohms for unused antenna ports.	1	\$573.00	\$573.00
3.5.3.A.2	Provide Hammond SR1501517 Equipment Rack	2	\$1,463.15	\$2,926.30
3.5.3.A.3	Provide CW0161V1A317 w/TPCORD-7 PDU for Equipment Racks	2	\$1,172.00	\$2,344.00
3.5.3.A.5	Provide RF Antenna Jumpers and Hardware	1	\$1,785.00	\$1,785.00
3.5.3.A.5	Install RF Antenna Jumper from Radios to Combiners	1	\$907.50	\$907.50
7.1	Administrative Training	1	\$1,750.00	\$1,750.00
7.2	End User Training	1	\$1,750.00	\$1,750.00
7.4	Training Materials	1	\$300.00	\$300.00
11	Final Testing and Acceptance (Labor)	1	\$3,500.00	\$3,500.00
	Civil Air Patrol Antenna and Cable	1	\$1,745.00	\$1,745.00
	Install Civil Air Patrol Antenna	1	\$6,935.00	\$6,935.00



#### 4. BID SCHEDULE - SCHEDULE OF VALUES

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following proposed lump sum and/or unit prices, if applicable, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved, within the time set forth herein. If unit prices are applicable, Bidder must make the extensions and additions showing the total amount of bid.

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item OR bid may be considered non-responsive. In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

If a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a lump sum based bid, the item total is the bid amount the Division uses for bid comparison.

For a unit price based bid, the sum of the item totals is the bid amount the Division uses for bid comparison.

The LFUCG's decision on the bid amount is final.

Item No.	Description w/Unit Bid Price Written in Words	Unit	Total Bid Amount
•	SEE ATTACHMENT D FOR PRICING SHEET	1	\$279,270.50

TOTAL OF ALL BID PRICES FOR <u>Radio Communication System for PSOC</u> Project (Attachment D – Line 3.2.2.A through 11) in words and figures. In case of discrepancy, the amount shown in words will govern.

Two Hundred Seventy Nine	Thousand Two Hundre	ed Seventy Dollars and Fifty	/ Cents
		(\$ 279,270. <b>50</b>	)

# **6. REQUIRED DOCUMENTATION**



#### PART III

#### Invitation to Bid No. 60-2016

### Radio Communication System for PSOC

#### 1. FORM OF PROPOSAL

			Place: _	Lexing	gton, Kentuc	<u>:ky</u>		
			Date: _	5-20-2	2016		_	
The follow	ing Form of Propo	sal shall be foll	owed exac	etly in submitt	ing a propo	sal for thi	is Work	•
This Propo	sal Submitted by	AMK Service	es, LLC			<del></del>		
		9291 Crouse (Name a		Road, Johnstons of Bidding		3031		
(Hereinafte Ohio		or"), organized siness as	AMK Se	rvices, LLC				of
То:	Lexington-Fa (Hereinafter of Office of the	yette Urban Cor called "OWNER Director of Purc n Street, 3rd Flo	unty Gove L") chasing		·			

#### Gentlemen:

The Bidder, in compliance with your Invitation for Bids for Radio Communication System for PSOC having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part. The OWNER will issue work orders for work to be performed under this Contract.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within the time provided in the

Purchase Order or Work Orders issued by the OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$\frac{\mathbf{\$\geq}200.00}{200.00}\$ for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. 1	Date 4/21/2016
Addendum No. 2	Date <u>5/13/2016</u>
Addendum No	Date
Addendum No.	Date

Insert above the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.

MAYOR JIM GRAY



TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

#### **ADDENDUM #1**

Bid Number: #60-2016

Subject: Radio Communication System for PSOC

Date: April 21, 2016

Address inquiries to: Sondra Stone

(859) 258-3320

#### TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced Bid:

1. Q: 3.2.2. This paragraph requests that the respondent provide remote desk tops with amplified speakers and IP gate way is there a specific model the user has in mind - can they be more specific on their requirements. Will a simple tone controlled single channel remote be sufficient?

3.2.3. Same question

3.2.6.-a-b. Same question

A: Add the following 6.4 DESKTOP REMOTES to bid specs:

#### 6.4 Desktop Remotes

6.4.1 Devices that require desktop remote control operation are as follows:

Radio System	Quantity
VHF desktop control stations	2
Madison County 800 MHz (CSEPP)	1
LFUCG CS7000 Control Stations	3

- 6.4.2 Desktop remotes (equivalent to GAI-TRONICS IPE2500A) shall be IP-capable directly or with an IP gateway, shall have the ability to control 15 frequencies or functions, and shall have a liquid crystal display (LCD).
  - A. Each desktop remote shall include an amplified external speaker and a headphone jack for local operation.



- B. Operator selection of headphone operation simultaneously or independently of remote speaker operation shall be available.
- 2. Q&A deadline has been extended to May 11, 2016, 2:00 pm.
- 3. Bid opening has been extended to May 20, 2016, 2:00 pm.
- 4. Request for additional walk-thru should be coordinated with Len Figler, 321.213.2264.
- 5. State prevailing wage rates are applicable to this job because the entire PSOC renovation is considered one project over \$250K. See attached wage rates.
- 6. The estimate for this job is \$150K-\$175K.
- 7. Pre-bid sign-in sheet is attached.

Todd Slatin, Director Division of Central Purchasing

John States

All other terms and conditions of the Quote and specifications are unchanged. This letter should be signed, attached to and become a part of your Quote.

COMPANY NAME: <u>AMK</u>	Services, LLC	
ADDRESS: 9291 Crouse	Willison Road, Johnstown, OH 43031	
SIGNATURE OF BIDDER:	april Shaham	



MAYOR JIM GRAY



TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

#### **ADDENDUM #2**

Bid Number: #60-2016 Date: May 13, 2016

Subject: Radio Communication System for PSOC Address inquiries to:

Sondra Stone (859) 258-3320

#### TO ALL PROSPECTIVE SUBMITTERS:

#### Please be advised of the following clarifications to the above referenced Bid:

Reference Part III, Page P-2 of RFP: "BIDDER hereby agrees to commence work under this
contract on or before a date to be specified in the Notice to Proceed and to fully complete
the project within the time provided in the Purchase Order or Work Orders issued by the
OWNER. BIDDER further agrees to pay liquidated damages, the sum of \$200.00 for each
consecutive calendar day thereafter."

Question 1: Pleaseelaborateonthe\$200perdayfinewithrespecttothestatemen t above.

- a. Will the contractor be held responsible for delays outside of its ability to control, such as; shipping delays and weather delays? A: Contractor would be allowed extra time for weather delays. Any other delays would be at the discretion of the LFUCG Project Manager.
- b. If the answer above is No, then what are the circumstances in which the contractor will be held accountable and which entity will track this? A: The Consultant would be responsible for tracking project days.

Question 2: What is the new completion timeline for the city. Since the RFP due date had been delayed, any ability to orders parts and schedule work had been delayed as well. Could you provide a new desired completion date for our scheduling? A: You will have 60 calendar days from the Notice to Proceed.



- Is there a blueprint of the building and tower compound available? A: There is drawing of
  the building and tower compound. The drawing has been submitted by another vendor.
  Vendor permission must be acquired prior to distributing it. If permission is received, the
  drawing will be released.
- 3. Are there Cat6 jacks available at all 18 desired clock display locations? A: CAT6 cables will be provided to each of the 18 locations by the general contractor.
- 4. There are some inconsistencies with the antenna matrix and rack ups that were included in the RFP. We request clarification within the drawings. A: Not all information found within the text of the RFP is captured within the antenna matrix. The only known discrepancy with the rack elevation drawings is that the elevation drawings show (3) ICOM IC-7100s. One of the IC-7100s should be shown as a Johnson 5300.
- 5. There are 9 Mutual Aid Radios but only 7 provided shelves. Is this correct? **A:** Two Mutual Aid Radios and support equipment can occupy a common shelf. Therefore, 7 shelves will be capable of supporting the 9 Mutual Aid Radios.
- 6. Can the provided 1000' of LMR400 (from the 9 Mutual Aid radios) for the HF antenna and GPS antenna be utilized? A: The provided LMR400 non-plenum cable is to be used to support the Mutual Aid Radios and their antenna system only. It is not intended to be used for any other purpose.
- 7. Are any connectors for the LMR400 being provided? A: LMR400 cable connectors were in the list of LFUCG provided items.
- 8. The Spec'd cable part number for 7/8" and ½" cable is the same (RFS 810921-7F1). Please provide the preferred cable size. What cable size is preferred for the on Penthouse lines?
  A: The cable manufactures and manufacture cable numbers are provided as a reference.
  The exact cable is not required, it is vendor's responsibility to provide an equal and similar cable. To clarify cable types and current part numbers are listed below:
  - a. 1/2" Non-Plenum Cable 4DF4-50A
  - b. 1/2" Plenum Cable HL4RPV-50A
  - c. 7/8" Non-Plenum Cable LCF78-50
  - d. 7/8" Plenum Cable HCA78-50 JPL
- 9. The Rack drawing shows 3 ICOM radios in tower shelter, 1 of those should be the EF Johnson Civil Air Patrol based on other parts of RFP, is that correct? A: The tower shelter rack drawing shows 3-lcom Radios. One of the ICOM 7100s depicted in the rack elevation drawing should have been labeled as a Johnson RS-5300—Civil Air Patrol radio.



- 10. Do you want to purchase more power supplies for the rack mounted control stations so that there is not such a great single point of failure? A: A single power supply is being supplied by LFUCG for the MDF located equipment rack. The vendor is encouraged to provide additional power supplies to support the electrical load and decrease the possibility of a single point of failure.
- 11. Are you requiring Plenum rated jumpers in MDF room? A: Plenum rated cables are not required in the MDF or IDF room. Plenum rated cables are required if they are routed under floors, above ceilings, or duct works that are used by HVAC and or air handling systems.
- 12. The 1000' of provided LMR-400 is not usually plenum rated. Where are we supposed use it? A: LFUCG provided LMR-400 is not plenum rated. This cable can be used by the vendor, if its use is restricted to the penthouse and the Mutual Aid Antenna systems, in areas not requiring plenum rated cable.
- 13. What size coax do you prefer between the combiners and multicoupler? A: Cable connecting the combiners and multicoupler should be low-loss double shielded.
- 14. Are you requiring Plenum OR Fire retardant coax? A: Cable used above the ceiling, under the floor or in duct work should be plenum rated.
- 15. Why is the spec calling for 3 external ground bars? We have only one on the penthouse. A:

  Reviewing the specification no reference to using 3-external ground bars was found. All grounding must meet Harris' Grounding Standards and or Motorola R-56 grounding specifications. The more stringent of the two grounding specifications will be require.
- 16. Are fiber cables to be single mode or multimode? A: As Stated in the RFP, 4-Strands/2-Pair of multimode fiber will be provided by LFUCG from the shelter to the MDF room and from the MDF room to the IDF room. Fiber jumper cables interfacing directly to the supplied fiber will need to be multi-mode jumpers. Should the vendor, for whatever reason, provide equipment converting multi-mode fiber to single mode fiber, then a combination of multi-mode and single mode fiber jumpers would be required.



17. See attached coax information.

Todd Slatin, Director Division of Central Purchasing

Told Stim

All other terms and conditions of the Bid and specifications are unchanged. This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: AMK Services, LLC
ADDRESS: 9291 Crouse Willison Road, Johnstown, OH 43031
SIGNATURE OF BIDDER: Cipil Wusham



90'         VHF         Telewave 135F2         1/2"         LDF4-50A         side arm           80'         VHF/UHF         Diamond X200A         1/2"         LDF4-50A         side arm           110'         VHF/UHF         Diamond X200A         1/2"         LDF4-50A         side arm           40'         HF         OCF Buckmaster Dipole         3/8"         LMR-400         stand-off, 10'           n/a         800         COMMISCOPE DB810KE-XT         7/8"         RFS 810921-7F1         wall mount           n/a         VHF         Commander Tech 220-3AN         1/2"         RFS 16225830         wall mount           n/a         VHF         Commander Tech 220-3AN         1/2"         RFS 810921-7F1         wall mount           n/a         VHF         Commander Tech 455-6N         7/8"         RFS 810921-7F1         wall mount           n/a         VHF         Commander Tech 455-6N         7/8"         RFS 810921-7F1         wall mount           n/a         VHF         PCTEL MB\$550         1/2"         RFS 810921-7F1         wall mount           n/a         VHF         PCTEL MB\$550         1/2"         RFS 810921-7F1         wall mount           n/a         VHF         PCTEL MB\$550         1/2"	Location	Height	Band	Ant Model	Coax Size	Coax Type	Mounting	Destination
80'         VHF/UHF         Diamond X200A         1/2"         LDF4-50A         side arm           110'         VHF/UHF         Diamond X200A         1/2"         LDF4-50A         side arm           40'         HF         OCF Buckmaster Dipole         3/8"         LMR-400         stand-off, 10'           II         n/a         800         COMMSCOPE DB810KE-XT         7/8"         RF5 810921-7F1         wall mount           II         n/a         VHF         Commander Tech 220-3AN         1/2"         RF3 1525830         wall mount           II         n/a         VHF         Commander Tech 455-6N         7/8"         RF5 810921-7F1         wall mount           II         n/a         VHF         Commander Tech 455-6N         7/8"         RF5 810921-7F1         wall mount           II         n/a         VHF         Commander Tech 455-6N         7/8"         RF5 810921-7F1         wall mount           II         n/a         VHF         Commander Tech 455-6N         7/8"         RF5 810921-7F1         wall mount           II         n/a         VHF         RFCTEL MBS150         ARS 15225830         wall mount           II         n/a         KPF         RFS 15225830         Wall mount <tr< td=""><td>SE Tower Leg</td><td>,06</td><td>VHF</td><td>Telewave 135F2</td><td>1/2"</td><td>LDF4-50A</td><td>side arm</td><td>EF Johnson CAP Radio</td></tr<>	SE Tower Leg	,06	VHF	Telewave 135F2	1/2"	LDF4-50A	side arm	EF Johnson CAP Radio
110'         VHF/UHF         Diamond X200A         1/2"         LDF4-50A         side arm           40'         HF         OCF Buckmaster Dipole         3/8"         LMR-400         stand-off, 10'           II         n/a         800         COMMSCOPE DB810KE-XT         7/8"         RFS 810921-7F1         wall mount           II         n/a         VHF         Commander Tech 220-3AN         1/2"         RFS 1522830         wall mount           II         n/a         VHF         Commander Tech 455-6N         7/8"         RFS 810921-7F1         wall mount           II         n/a         UHF         Commander Tech 455-6N         7/8"         RFS 810921-7F1         wall mount           II         n/a         UHF         Commander Tech 455-6N         7/8"         RFS 810921-7F1         wall mount           II         n/a         VHF         PCTEL MB5150         1/2"         RFS 810921-7F1         wall mount           II         n/a         VHF         PCTEL MB5150         1/2"         RFS 810921-7F1         wall mount	N Tower Leg	80,	VHF/UHF	Diamond X200A	1/2"	LDF4-50A	side arm	ICOM 7100 Amateur Radio
40'         HF         OCF Buckmaster Dipole         3/8"         LMR-400         stand-off, 10"           II         n/a         800         COMMSCOPE DB810KE-XT         7/8"         RFS 810921-7F1         wall mount           II         n/a         VHF         Commander Tech 220-3AN         1/2"         RFS 1525830         wall mount           II         n/a         VHF         Commander Tech 455-6N         7/8"         RFS 810921-7F1         wall mount           II         n/a         UHF         Commander Tech 455-6N         7/8"         RFS 810921-7F1         wall mount           II         n/a         UHF         Commander Tech 455-6N         7/8"         RFS 810921-7F1         wall mount           II         n/a         VHF         PCTEL MBS150         1/2"         RFS 810921-7F1         wall mount           II         n/a         VHF         PCTEL MBS150         1/2"         RFS 810921-7F1         wall mount           II         n/a         VHF         PCTEL MBS150         1/2"         RFS 810921-7F1         wall mount	N Tower Leg	110'	VHF/UHF	Diamond X200A	1/2"	LDF4-50A	side arm	ICOM 7100 Amateur Radio
40'         HF         OCF Buckmaster Dipole         3/8"         LMR-400         stand-off, 10'           II         n/a         800         COMMSCOPE DB810KE-XT         7/8"         RFS 810921-7F1         wall mount           II         n/a         VHF         Commander Tech 220-3AN         1/2"         RFS 810921-7F1         wall mount           II         n/a         VHF         Commander Tech 220-3AN         1/2"         RFS 1522830         wall mount           II         n/a         UHF         Commander Tech 455-6N         7/8"         RFS 810921-7F1         wall mount           II         n/a         UHF         Commander Tech 455-6N         7/8"         RFS 810921-7F1         wall mount           II         n/a         VHF         PCTEL MBS150         1/2"         RFS 810921-7F1         wall mount           II         n/a         VHF         PCTEL MBS150         1/2"         RFS 810921-7F1         wall mount							non-conductive	
n/a 800   COMMSCOPE DB810KE-XT   7/8"   RFS 810921-7F1   wall mount     n/a 800   COMMSCOPE DB810KE-XT   7/8"   RFS 810921-7F1   wall mount     n/a VHF   Commander Tech 220-3AN   1/2"   RFS 1525830   wall mount     n/a VHF   Commander Tech 455-6N   7/8"   RFS 810921-7F1   wall mount     n/a VHF   Commander Tech 455-6N   7/8"   RFS 810921-7F1   wall mount     n/a VHF   Commander Tech 455-6N   7/8"   RFS 810921-7F1   wall mount     n/a VHF   PCTEL MBS150   1/2"   RFS 1525830   wall mount     n/a GPS   Spectracom 8230   3/8"   LMR-400   wall mount	SW Tower Leg	40,		OCF Buckmaster Dipole	3/8"	LMR-400	stand-off, 10'	Flex 6500 Amateur Radio
n/a         800         COMMSCOPE DB810KE-XT         7/8"         RFS 810921-7F1         wall mount           n/a         VHF         Commander Tech 220-3AN         1/2"         RFS 1525830         wall mount           n/a         VHF         Commander Tech 220-3AN         1/2"         RFS 1525830         wall mount           n/a         VHF         Commander Tech 455-6N         7/8"         RFS 810921-7F1         wall mount           n/a         VHF         Commander Tech 455-6N         7/8"         RFS 810921-7F1         wall mount           n/a         VHF         PCTEL MBS150         1/2"         RFS 810921-7F1         wall mount           n/a         VHF         PCTEL MBS150         1/2"         RFS 810921-7F1         wall mount           n/a         VHF         PCTEL MBS150         1/2"         RFS 810921-7F1         wall mount								
n/a         800         COMMSCOPE DB810KE-XT         7/8"         RFS 810921-7F1         wall mount           1         n/a         VHF         Commander Tech 220-3AN         1/2"         RFS 1525830         wall mount           1         n/a         VHF         Commander Tech 220-3AN         1/2"         RFS 810921-7F1         wall mount           1         n/a         UHF         Commander Tech 455-6N         7/8"         RFS 810921-7F1         wall mount           1         n/a         VHF         PCTEL MBS150         1/2"         RFS 15225830         wall mount           1         n/a         GPS         Spectracom 8230         3/8"         LMR-400         wall mount	Penthouse Wall	n/a		COMMISCOPE DB810KE-XT	8/2	RFS 810921-7F1	wall mount	800 Combiner
n/a         VHF         Commander Tech 220-3AN         1/2"         RFS 15225830         wall mount           n/a         VHF         Commander Tech 455-6N         7/8"         RFS 810921-7F1         wall mount           n/a         UHF         Commander Tech 455-6N         7/8"         RFS 810921-7F1         wall mount           n/a         VHF         Commander Tech 455-6N         7/8"         RFS 810921-7F1         wall mount           n/a         VHF         PCTEL M85150         1/2"         RFS 15225830         wall mount           n/a         GPS         Spectracom 8230         3/8"         LMR-400         wall mount	Penthouse Wall	n/a	800	COMMSCOPE DB810KE-XT	1/8"	RFS 810921-7F1	wall mount	800 Combiner
n/a         VHF         Commander Tech 220-3AN         1/2"         RFS 15225830         wall mount           n/a         UHF         Commander Tech 455-6N         7/8"         RFS 810921-7F1         wall mount           n/a         UHF         Commander Tech 455-6N         7/8"         RFS 810921-7F1         wall mount           n/a         VHF         PCTEL M85150         1/2"         RFS 15226830         wall mount           n/a         GPS         Spectracom 8230         3/8"         LMR-400         wall mount	Penthouse Wall	n/a	VHF	Commander Tech 220-3AN	1/2"	RFS 15225830	wall mount	VHF Combiner
n/a UHF   Commander Tech 455-6N   7/8"   RFS 810921-7F1   wall mount   n/a UHF   Commander Tech 455-6N   7/8"   RFS 810921-7F1   wall mount   n/a VHF   PCTEL MBS150   1/2"   RFS 15225830   wall mount   n/a GPS   Spectracom 8230   3/8"   LMR-400   wall mount	Penthouse Wall	n/a	VHF	Commander Tech 220-3AN	1/2"	RFS 15225830	wall mount	VHF Combiner
In/a         UHF         Commander Tech 455-6N         7/8"         RFS 810921-7F1         wall mount           In/a         VHF         PCTEL M85150         1/2"         RFS 15225830         wall mount           In/a         GPS         Spectracom 8230         3/8"         LMR-400         wall mount	Penthouse Wall	n/a	UHF	Commander Tech 455-6N	1/8"	RFS 810921-7F1	wall mount	UHF Combiner
n/a         VHF         PCTEL MB5150         1/2"         RFS 1525830         wall mount           n/a         GPS         Spectracom 8230         3/8"         LMR-400         wall mount	Penthouse Wall	n/a	UHF	Commander Tech 455-6N	1/8"	RFS 810921-7F1	wall mount	UHF Combiner
n/a GPS   Spectracom 8230 3/8" LMR-400   wall mount	Penthouse Wall	e/u		PCTEL MBS150	1/2"	RFS 15225830	wall mount	Weather Radio
	Penthouse Wall	e/u		Spectracom 8230	3/8"	LMR-400	wall mount	NetClock Time Server

# 2. <u>LEGAL STATUS OF BIDDER</u>

1.	A corporation duly organized and doing business under the laws of the State of Ohio , for whom April Graham , bearing the official title of CEO , whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.
2. —	A Partnership, all of the members of which, with addresses are: (Designate general partners as such)
•	An individual, whose signature is affixed to this Bid/Proposal (please print name)

# 3. <u>BIDDERS AFFIDAVIT</u>

	es the Affiant, April Graham, and after being first duly sworn, states repenalty of perjury as follows:					
1.	His/her name is April Graham and he/she is the individual submitting the bid or is the authorized representative of AMK Services, LLC , 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 the "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.					
	April Graham (Affiant)  (Affiant)					
STATE OF	<u> </u>					
COUNTY (	DF LICKING					
The foregoin	ng instrument was subscribed, sworn to and acknowledged before me by					
	MVII Graham on this the 2 day of May , 20 16					
My Commis	Megan Ulmer Notary Public. State of Ohio					
	NOTARY PUBLIC, STATE AT LARGE					

### 4. <u>BID SCHEDULE - SCHEDULE OF VALUES</u>

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following proposed lump sum and/or unit prices, if applicable, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved, within the time set forth herein. If unit prices are applicable, Bidder must make the extensions and additions showing the total amount of bid.

Form of proposal must include unit bid prices written in words, unit price written in numbers and total amount bid (unit price x quantity) per line item OR bid may be considered non-responsive. In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.

If a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a lump sum based bid, the item total is the bid amount the Division uses for bid comparison.

For a unit price based bid, the sum of the item totals is the bid amount the Division uses for bid comparison.

The LFUCG's decision on the bid amount is final.

Item No.	Description w/Unit Bid Price Written in Words	Unit	Total Bid Amount
•	SEE ATTACHMENT D FOR PRICING SHEET	1	\$279,270.50

TOTAL OF ALL BID PRICES FOR <u>Radio Communication System for PSOC</u> Project (Attachment D – Line 3.2.2.A through 11) in words and figures. In case of discrepancy, the amount shown in words will govern.

Two Hundred Seventy Nine Thousand Two Hundred Seventy Dollars and Fifty Cents	
(n. 270 270 FO	
( <u>§</u> 279,270.50	_)

Submitted by:	AMK Services, LLC Firm	
	9291 Crouse Willison Road  Address	
	Johnstown, OH 43031 City, State & Zip	
Bid must be signed: (original signature)	Omit Blaham Signature of Authorized Compan	CEO ny Representative – Title
	April Graham Representative/s Name (Typed or Printed)	
	740-966-3178	765-642-4875
	Area Code – Phone – Extension	Fax#
	april@amk-services.com  E-Mail Address	
OFFICIAL ADDRESS:		
AMK Services, LLC		
9291 Crouse Willison Road		
Johnstown, OH 43031		
	(Seal if Bid is by Corporation	n)

By signing this form you agree to ALL terms, conditions, and associated forms in this bid package

### 5. STATEMENT OF BIDDER'S QUALIFICATIONS

6.

7.

The following statement of the Bidder's qualifications is required to be filled in, executed, and submitted with the Proposal: 1. Name of Bidder: AMK Services, LLC 2. Permanent Place of Business: 9291 Crouse Willison Road, Johnstown, OH 43031 3. When Organized: 2005 4. Where Incorporated: Ohio Construction Plant and Equipment Available for this Project: 5. N/A (Attach Separate Sheet If Necessary) Financial Condition: If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by: Western Snrety Company Signed: (Representative of Surety)

8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

<u>NAME</u>	LOCATION	CONTRACT SUM
Madison Co EMA CSEPP	560 S Keeneland Dr Richmond, KY 40475	8 49,175.00
Garrard County CSEPP_	15 Public Square, Suite 3 Lancaster, KY 40444	\$ 167,403.00
The Bidder has now under	contract and bonded the following p	projects:
<u>NAME</u>	<u>LOCATION</u> 6400 Stage Rd.	CONTRACT SUM
City of Bartlett, TN		\$ 4,289,347.00 10% complete
City of Troy, MI	Troy, MI 48084	\$ 38,240.00 10% complet
	who will work on this Project	
List Key Bidder Personnel	who will work on and I roject.	
List Key Bidder Personnel  NAME	POSITION DESCRIPTION	NO. OF YEARS WITH BIDDER
<u>NAME</u>		
·	POSITION DESCRIPTION	WITH BIDDER

9.

10.

SUBCONTRACTORS (LIST)	PROJECT (SPECIFIC TYPE)	DBE	% of WORK
None			
			·
		<del></del>	

#### (USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we may be required to submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER).

# 6. <u>LIST OF PROPOSED SUBCONTRACTORS</u>

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of bid.

BRANCH OF WORK - LIST EACH MAJOR ITEM Such as: Grading, bituminous paving, concrete, seeding and protection, construction staking, etc.	SUBCONTRACTOR	DBE Yes/No	% of Work
1. Tower Work	Name: Tower Systems South, Inc 3075 North Forsyth Road Address: Winter Park, FL 32792	No	26%
2	Name:		
	Address:		
3	Name:		
	Address:		
4	Name:		
	Address:		
5	Name:		
	Address:		
6	Name:		
	Address:		
7	Name:		
	Address:		

(Attach additional sheet(s) if necessary.)



# LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference # 60-2016

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. AMK Services is subcontracting lower services only. No known DBE Tower Service Companies have been made svallable. At this point no other subcontractors are necessary to complete this project.

MWDBE Company,	Work to be	Total Dollar Value of	% Value of Total
Name, Address, Phone, Email	Performed	the Work	Contract
1. NONE	· · · · · · · · · · · · · · · · · · ·		
2.			<del></del>
_			
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.

AMK Services, LLC	April Graham and Whaham
Company	Company Representative
5/2/14	CEO/ 51% Majority Owner
Date	Title



# MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 60-2016

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

AMK Services is subcontracting tower services only No known DBE Tower Service Companies have been made available. At this point to other subcontractors are necessary to complete this project.

AMK Services will fully participate in DBE requirements if additional subcontractors become necessary. Additionally AMK Services is a woman owned business and meets this specification as the contractor.

Company Name

AMK Services II C

AMK Services, LLC				Granam				
Address/Phone/Email 929 Crouse Willison Road				kage / Bid Da		C #(0.201(		
Johnstown, OH 43031				Radio Communication System for PSOC #60-2016				
740-966-3178	april@amk-s	services.com	May 20	0, 2016		·		
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,								
MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (cmail, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	
NONE								
: 								
(MBE designation Native American)  The undersigned ackand/or be subject to	enowledges th	hat all information	is accurate.	Any misrep	resentation may r ments and claims	esult in termination	of the contract	
AMK Services, LLC					Graham (	Jul 12/16	Moun	
Company 5   2   1 U				-	D/51% Majorit			
Date					Title			

# LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote #\_60-2016

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 MWBDE 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 MWBDE 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.
	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.
AMK Services will fully perticipate in DBI	vices only. No known DRE Tower Service Companies have been made available. At this point no other autocontractors are necessary to complete this project. E requirements if additional autocontractors become necessary. Additionally AME Services is a woman owned business and meets this specification as the contractor
The undersioned ackn	powledges 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 c	
AMK Services, LLC	April Graham Obell Whaham
Company	Company Representative
5/3/16	CEO/51% Majority Owner
Date	Title

# 8. <u>AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST</u>

I hereby swear (or affirm) under the penalty for false swearing:

- 1. That I am the Bidder (if the Bidder is an individual), a partner of the Bidder (if the Bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
- 2. That the attached bid has been arrived at by the Bidder independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action, with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
- 3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished, with the bid or bids, and will not be communicated to any such person, prior to the official opening of the bid or bids;
- 4. That the Bidder is legally entitled to enter into the contracts with the Lexington-Fayette Urban County Government, and is not in violation of any prohibited conflict of interest;
- 5. (Applicable to corporation only) That as a foreign corporation, we are registered with the Secretary of State, Commonwealth of Kentucky, and authorized to do business in the State \_\_\_\_\_ or, that as a domestic corporation, we are in good standing with the Secretary of State, Commonwealth of Kentucky \_\_X\_\_. Check the statement applicable.
- 6. This offer is for 60 calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that, upon proper acceptance by the Lexington-Fayette Urban County Government of any or all items bid above, a contract shall thereby be created with respect to the items accepted.
- 7. That I have fully informed myself regarding the accuracy of the statements made in this statement.
- 8. That I certify that Subcontractors have not and will not be awarded to any firm(s) that have been debarred from noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended or any other Federal Law.

# 9. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: Madison County EMA Howard Logue
POSITION/TITLE: EMA Director
STATEMENT OF EXPERIENCE: Madison County is an eight site ten-channel 700/800 MHz
P25IP Linear Simulcast System with an additional 9th multisite, and 11 C3IP Dispatch Consoles,
including an 8 site Alcatel Microwave system, supporting their simulcast system and a two site
Evalt 4.9 microwave backhaul, that operates as a backup to their dispatch center. AMK Services
installed the infrastructure, equipment, mobile radios, optimized the system and now maintains
the Madison County as a subcontractor to Harris Corporation.
NAME OF INDIVIDUAL: Estill County Ronnie Riddell
CCCDD Dlanner
POSITION/TITLE: CSEPP Planner
STATEMENT OF EXPERIENCE: AMK Services provided first responders in Estill County
Kentucky with a 8-site Exalt public safety Microwave Backhaul. AMK Services provided
Site Management, Installation and Engineering. This was project was in conjunction with
CSEPP and Madison County and involved numerous agencies within the county
Cumberland Co TN Keith Garrison
NAME OF INDIVIDUAL: Cumberland Co TN Keith Garrison
POSITION/TITLE: EMA Director
POSITION/TITLE.
STATEMENT OF EXPERIENCE: Cumberland County, TN is a 6 site Harris P25 UHF
Simulcast System that AMK Services was awarded in December 2014. AMK Services provided
system engineering, design, installation services as well as microwave backhaul design and
installation. AMK Services will also be installing 6 Symphony Dispatch Consoles at the dispatch center

NAME OF INDIVIDUAL: City of Naperville, IL Police Dept Kalah Considine

POSITION/TITLE: Communications Manager

STATEMENT OF EXPERIENCE: AMK Services partnered with Harris Corporation to provide first responders in the city of Naperville, Illinois with a 6 site OpenSky public safety communications system and an Alcatel-Lucent Microwave Backhaul. AMK Services provided Site Management, Installation and Engineering. This was a two year project involving numerous agencies including a new dispatch centers, back up dispatch centers and an Emergency Operations Centers.

NAME OF INDIVIDUAL: City of Lancaster, OH Ed Campbell

POSITION/TITLE: Chief Information Officer

STATEMENT OF EXPERIENCE: AMK Services partnered with Codan Communications

to provide first responders in the City of Lancaster Ohio with a 6 site UHF P25 public safety communications system. AMK Services provided Site Management, Installation and Engineering for both the County and Codan Communications.

NAME OF INDIVIDUAL: Aurora, IL Ted Beck

POSITION/TITLE: Chief Technology Officer

STATEMENT OF EXPERIENCE: AMK Services partnered with Harris Corporation to provide first responders in the city of Aurora, Illinois with a 6 site OpenSky public safety communications system and an Alcatel-Lucent Microwave Backhaul. AMK Services provided Site Management, Installation and Engineering. This was a two year project involving numerous agencies including a new dispatch centers, back up dispatch centers and an Emergency Operations Centers.

<sup>\*</sup> Include all officers, office management's, Affirmative Action officials, and field management personnel. (Attach separate sheets if necessary.)

# 10. 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 subcontractor 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 contractor 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.

AMK Services, LLC
Signature

Name of Business

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 subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, 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 contract 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 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 quoted above to be included as <u>special conditions</u> 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.

# 11. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of <u>AMK Services, LLC</u>

to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

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	White	Σ		6	<u> </u>		0	7	0		0	0	Ō	ħ
Name of Organization: AMK Services, LLC	Total		2	3		8	O	1	0	6	,	0	Q	81
Name of Organizatio	Categories		Administrators	Professionals	Privat Superintendents-Privaters	Supervisors ORIUS	Foremen	Technicians	Protective Service	Para Professionals Solus	Office/Clerical	Skilled Craft	Service/Maintenance	Total:

Prepared By: April Graham

# 13. EVIDENCE OF INSURABILITY

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT (Use separate form for each Agency or Brokerage agreeing to provide coverage)

	ad, Johnstown, OH 43031	Address: 9291 Crouse Willison Road, Johnstown, OH 43031	Names Insured: AMK Services, LLC	Fitting Loves ID.
--	-------------------------	---	----------------------------------	-------------------

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions.

Sedim						
Items	Coverage	Policy Reminements	Limits Provided	Name of	A	
SC 2 Sec. 20			I O MISMICH	insurer	Code	Rating
3C-5, Section 2, Part 4.1 – see provisions	7 <u>5</u> 5	\$1,000,000 per occ. And	\$ \$1,000,000 Per Occ/ \$2,000,000 Aormoste			
		and a series of the contract o		Cincernate specially UW	013843	ŧ
SC-3, Section 2, Part 4.1 – see provisions	AUTO	\$2,000,000/per occ.	\$ \$1,000,000 per occ/			
			Brightin Con'mo' to and	Cincinnati Specially UW	013843	¥
SC-3, Section 2, Part 4.1 – see provisions	WC	Statutory w /endorsement as	\$ 1,000,000			
		noted		AIG: National Union Fire Ins Co	002351	◂
				20.000		_

Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Held M Plavecsky Name of Authorized Descentions	Licensed Customer Service Represonative	Leid: M. Plavecsky Authorized Signature April 20, 2018	Date
The Insurance Circle Agency Inc. Agancy or Brokerage	44 South High Street Street Address	Canal Warchester, Ohio 43110  City State Zip	Telephone Number

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.

IMPORTANT: Contract may not be awarded if a completed and signed copy of this form for all coverage's listed above is not provided with the bid.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED PRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

. ORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Heidi Plavecsky	
The Insurance Circle	PHONE (A/C, No, Ext): (614) 837-5558 FAX (A/C, No): (614) 8	37-04BB
44 S. High Street	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
Canal Winchester OH 43110	INSURER A Cincinnati Specialty Underwriting	i
INSURED	INSURER B.Cincinnati Insurance Companies	10677
AMK SERVICES, LLC	INSURER C Ryan Turner Specialty	<u> </u>
9291 Crouse Willison Rd	INSURER D:	
	INSURER E :	
Johnstown OH 43031	INSURER F:	

**COVERAGES** 

**CERTIFICATE NUMBER:2015-2016** 

**REVISION NUMBER:** 

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL !	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	X	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
•		OBANONOL A OBON	x	CSU0031300	10/10/2015	10/10/2016	MED EXP (Any one person)	5	1,000
							PERSONAL & ADV INJURY	5	1,000,000
	GE	N'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE	5	2,000,000
		POLICY PRO- X LOC					PRODUCTS - COMP/OP AGG	5	2,000,000
		OTHER						Ş	
	AU1	TOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Es accident)	\$	1,000,000
	_	ANY AUTO					BODILY INJURY (Per person)	\$	
ь		ALL OWNED X SCHEDULED AUTOS	x	EPP0145182	5/14/2015	5/14/2018	BODILY INJURY (Per accident)	5	
	x	HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
							Medical payments	\$	5,000
		UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	<b>5,0</b> 00,000
A		EXCESS LIAB CLAIMS-MADE	į .				AGGREGATE	\$	<b>5,0</b> 00,000
		DED RETENTION \$		CSU0038327	6/5/2015	6/5/2016		\$	
		RKERS COMPENSATION EMPLOYERS' LIABILITY	i				PER OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A				E L EACH ACCIDENT	\$_	1,000,000
C	(Mar	CER/MEMBER EXCLUDED?		WC 019396006	8/13/2015	8/13/2016	E L DISEASE - EA EMPLOYEE	\$	1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below					E L DISEASE - POLICY LIMIT	\$	1,000,000
					1	_			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

LFUCG IS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AND AUTO. COVERAGE SHALL BE ON A PRIMARY

BASIS. CINCINNATI SPECIALTY INSURANCE COMPANY WILL PROVIDE 30 DAY NOTICE OF CANCELLATION TO LFUCG.

CERTIFICATE HOLDER	CANCELLATION
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF RISK MANAGEMENT 200 EAST MAIN ST	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
LEXINGTON, KY 40507	AUTHORIZED REPRESENTATIVE
	Deedi W Michael
	Heidi Plavecsky HM/HM

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# 14. DEBARRED FIRMS

PROJECT NAME:	Radio Communication System for PSOC
BID NUMBER:	60-2016
LEXINGTON-FAYI LEXINGTON, KY	ETTE URBAN COUNTY GOVERNMENT
firms that has been de	shall certify that Subcontractors have not and will not be awarded to any barred for noncompliance with the Federal Labor Standards, Title VI of the 264 As Amended, Executive Order 11246 As Amended or any other
Owner with the bid pr	plete the attached certification in duplicate and submit both copies to the roposal. The Owner (grantee) shall transmit one copy to the Lexington- or Government, Division of Community Development, within fourteen (14)
not and will not award this bid, to any firm th	by certifies that the firm of <u>AMK Services, LLC</u> has d a subcontract, in connection with any contract award to it as the result of nat has been debarred for noncompliance with the Federal labor Standards, ights Act of 1964, Executive Order 11246 as amended or any Federal Law.
AMK Services, LLC Name of Firm Submit	ting Pid
Provide Wha	ang bia
Signature of Authoriz	ed Official
April Graham, CEO Title	
5/a/LU	
Date	

# 14. DEBARRED FIRMS

PROJECT NAME:	Radio Communication System for PSOC
BID NUMBER:	60-2016
LEXINGTON-FAYI LEXINGTON, KY	ETTE URBAN COUNTY GOVERNMENT
firms that has been de	s shall certify that Subcontractors have not and will not be awarded to any abarred for noncompliance with the Federal Labor Standards, Title VI of the 964 As Amended, Executive Order 11246 As Amended or any other
Owner with the bid pr	plete the attached certification in duplicate and submit both copies to the roposal. The Owner (grantee) shall transmit one copy to the Lexington-y Government, Division of Community Development, within fourteen (14) g.
not and will not award this bid, to any firm th	by certifies that the firm of <u>AMK Services, LLC</u> has d a subcontract, in connection with any contract award to it as the result of nat has been debarred for noncompliance with the Federal labor Standards, ights Act of 1964, Executive Order 11246 as amended or any Federal Law
AMK Services, LLC Name of Firm Submit	tting Bid
Signature of Authoriz	Idham ed Official
April Graham, CEO	
5/2/10 Date	

# 15. DEBARMENT CERTIFICATION

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
  - a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
  - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name:	AMK Services, LLC		
Project:	Radio Communication System for PSOC	60-2016	
Printed Name	and Title of Authorized Representative:	April Graham, CEO	
Signature:	apul Graham		
Date:	5/2/10		

**END OF SECTION** 

# 15. DEBARMENT CERTIFICATION

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
  - a) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
  - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name:	Tower Systems South, Inc.	
Project:	Radio Communication System for PSOC 6	50-2016
Printed Name	and Title of Authorized Representative:	Lesley Liarikos, General Manager
Signature:	Hery Thos	
Date:	5/18/16	

END OF SECTION

# $\blacksquare AIA^{\circ}$ Document A310 $^{\text{TM}}$ – 2010

# **Bid Bond**

# CONTRACTOR:

(Name, legal status and address)

AMK Services, LLC. 9291 Crouse Willison Rd. Johnstown, OH 43031

### OWNER:

(Name, legal status and address)
LFUCG Divison of Central Purchasing
200 East Main St., 3rd Fl., Rm 338
Lexington, KY 40507

BOND AMOUNT:

\$324,856.00

### SURETY:

(Name, legal status and principal place of business)

Western Surety Company 333 S. Wabash Avenue Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

## PROJECT:

(Name, location or address, and Project monber, if any)

Radio Communications System for PSOC Lexington-Fayette Urban County Government - Division of Purchasing Lexington, KY 40507

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material firmished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and scaled this 20th

day of May, 2016

1 (V) 0 (I) 1 (1) 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	AMK Services, LLC.	
Molly Obbone AMK Services, ELC.	(Seal)	
(Witness) Upul Shaham CE	O	
(Tulk)		
Western Surety Company (Surety)		
	(Seal)	
	i, Attorney-In Fact	
(Tinte)		

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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# Western Surety Company

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation baving its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark Arnold, Harry J Bound, Brittany Walton, Daniell Dahl, Rebecca Bryner, Jason D Daniels, Individually

of Reynoldsburg, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

# - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of October, 2015.

WESTERN SURETY COMPANY

State of South Dakota County of Minnehaha

On this 14th day of October, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument, that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires S. EICH February 12, 2021 CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hefeaf is still in force. In testimony whereof I have hereunto subscribed day of my name and affixed the seal of the said corporation this



WESTERN SURETY COMPANY

Office of Risk Assessment 50 West Town Street Third Floor - Suite 300 Columbus, Ohio 43215 (614)644-2658 Fax(614)644-3256 www.insurance.ohio.gov

# Ohio Department of Insurance

John R. Kasich - Governor

Mary Taylor - Lt. Governor/Director

# Certificate of Compliance



Issued 03/17/2016 Effective 04/02/2016 Expires 04/01/2017

I, Mary Taylor, hereby certify that I am the Lt.Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

# WESTERN SURETY COMPANY

of South Dakota is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A) Fidelity Other Liability Surety

WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31,2015 that it has admitted assets in the amount of \$1,823,699,967, liabilities in the amount of \$500,361,661, and surplus of at least \$1,323,338,306.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Jaylor Mary Taylor, Lt. Governor/Director



# WESTERN SURETY COMPANY Sioux Falls, South Dakota Statement of Net Admitted Assets and Liabilities December 31, 2014

# **ASSETS**

Bonds	<u>\$</u> 1,824,951,41-	
Stocks	23,975,58	
Cash, cash equivalents, and short-term investments	51,536,16	
Investment income due and accrued	22,267,67	5
Premiums and considerations	41,696,24	9
Amounts recoverable from reinsurers	(11,221,508	3)
Federal and foreign income taxes recoverable	7,401,70	19
Net deferred tax asset	20,261,71	3
Receivable from parent, subsidiaries, and affiliates	17,380,16	i7
Other assets	3, <b>7</b> 9	19
Total Assets	<b>s</b> 1,998,252,96	i4
LIABILITIES AND SUR	PLUS	
Losses	\$ 302,997,50	15
Reinsurance payable on paid losses and loss adjustment expenses	(15,267,712	2)
Loss adjustment expense	64,134,99	)5
Contingent and other commissions payable	6,099,30	16
Uncarned premiums	259,011,84	15
Advance premiums	5,321,61	0
Payable to parent, subsidiaries and affiliates	107,84	13
Other liabilities	7,821,45	8
Total Liabilities	\$ 630,226,85	iŌ
Surplus Account:		
Capital paid up \$ 4,000,000		
Gross paid in and contributed surplus 280,071,837		
Unassigned funds 1.083.954.277		
Surplus as regards policyholders	<u>\$ 1,368,026,114</u>	
• • • • • • • • • • • • • • • • • • •		

I. Peter Locy, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2014, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

1,998,252,964

Subscribed and sworn to me this 19th day of March, 2014.

My commission expires:

Total Liabilities and Capital

YOLANDA JIMENEZ
OFFICIAL SEAL
NOTORY PUB IC, State of Illinois
My Comm ssion Expires
September 24, 2017

Assistant Vice resident

Planta Imane
Notice Public