



A Service Disabled Veteran Owned Small Business

Proposal #99036

In Response To:

BID #53-2017



Wiring Project for Police Roll Call

At

**Lexington-Fayette Urban County Government
Division of Central Purchasing
200 East Main Street, Room 338
Lexington KY 40507**

Attn: Conni Hayes

Via: Overnight Courier

April 11, 2017



Dear Ms. Hayes,

Echo 24, Inc., a **Service Disabled Veteran Owned Small Business**, is honored to propose our Structured Cabling services for this project. To follow is our proposal for the Wiring Project for Police Roll Call in accordance with BID #53-2017

If you have any questions, please do not hesitate to call me at 740-964-7082. I would welcome an opportunity to discuss our proposal and / or provide a capabilities briefing.

Sincerely,

Anthony Gunter, RCDD
President - Echo 24, Inc.

Proposed Services – Statement of Work Basis for Pricing

Structured Cabling: Echo 24 will provide a new category 6 cabling infrastructure at the new 2-story Police facility at 1020 Industry Road in Lexington KY in accordance with the following:

- Furnish and install a total of 458 plenum cables
 - o 128 category 6 cables shall be for voice and color gray
 - o 314 category 6 cables shall be for data and color blue
 - o 16 cables shall be RG6 Coax for TV / Video locations
 - o Echo 24 shall furnish and install all cable, jacks, faceplates, and surface mount boxes
 - o LFUCG shall furnish all relay racks, cable management, patch panels, and patch cords
- Furnish and install all pathway
 - o 2” high x 24” wide cable tray from the Telecommunications Rooms out to the main hallways – approx. 60’
 - o 2” high x 12” wide cable tray throughout the rest of the installation in accordance with the drawing furnished in addendum 1
 - o Furnish and install J hooks from cable tray to each telecommunications outlet location
 - Conduit stubs to be installed by electrical contractor.
- Echo 24 shall furnish and install Telecommunications Grounding Busbar in the MDF and provide all necessary grounding connections



Craftsmanship in Telecom

- Echo 24 shall certification test and label all cables in accordance with industry standards and the RFP

Pricing:

Labor:	\$37,076
<u>Materials:</u>	<u>\$26,066</u>
Total:	\$63,142

Summary of Past Performance:

Echo 24 is in its 17th year of business. As a start-up company with four employees, we have grown double digits every year we have been in business through the consistent commitment to customer service, quality control, safety leadership, and training.

Echo 24 was an Inc. 5000 honoree three years running from 2006-2008. This list is compiled by Inc. Magazine to recognize the fastest growing companies in America. We are very proud of the fact that over 70% of our business last year came from repeat customers.

This is a small sampling of our past performance which we felt relevant to this contract we are proposing. We have numerous other references and completed contracts in the federal and healthcare markets including additional VA (including North Chicago, North Little Rock, Indianapolis, Columbus, Dayton, Battle Creek, Fort Wayne, Marion IN and Cincinnati) work not mentioned.

Echo24 is pleased to propose our services for the Lexington-Fayette Urban County Government and would be honored to serve on this project. Thank you for your consideration.



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: March 29, 2017

INVITATION TO BID #53-2017 Wiring Project for Police Roll Call

Bid Opening Date: April 12, 2017

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Firm Bid

Pre Bid Meeting: April 5, 2017

Pre Bid Time: 11:00 am

Address: 1020 Industry Road, Lexington, KY

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **4/12/2017**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 1020 Industry Road, Lexington, KY

Bid Security and Performance Bond Required for all bids over \$50,000.

<input checked="" type="checkbox"/> Bid Specifications Met	Check One: <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: <u>60</u> days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Submitted by:

Echo 24, Inc.
Firm Name

167-A Cypress Street SW
Address

Reynoldsburg OH 43068
City, State & Zip

Bid must be signed:
(original signature)

Anthony J. Gunter - President
Signature of Authorized Company Representative - Title

Anthony J. Gunter
Representative's Name (Typed or printed)

740-964-7082 740-964-7083
Area Code - Phone - Extension Fax #

tgunter@echo24.com
E-Mail Address

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

AFFIDAVIT

Comes the Affiant, Anthony J. Gunter, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Anthony J. Gunter and he/she is the individual submitting the bid or is the authorized representative of Echo 24, Inc. the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. Anthony J. Gunter

STATE OF Ohio

COUNTY OF Licking

The foregoing instrument was subscribed, sworn to and acknowledged before me by Anthony J. Gunter on this the 10th day of April, 2017

My Commission expires: 10/27/19



DEBORAH S SPICER
NOTARY PUBLIC
STATE OF OHIO
to Section II.
My Commission Expires
October 27, 2019

Deborah S. Spicer
NOTARY PUBLIC, STATE AT LARGE

Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.

- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions above quoted to be included as special conditions in each

contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

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

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

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

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

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

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

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

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

SPECIAL INSTRUCTIONS TO THE BIDDER

(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)

Performance Security: The APPARENT LOW BIDDER shall furnish, before recommendation by the Division of Central Purchasing to the Urban County Council that the BIDDER'S bid be accepted, a Performance Bond, Certified Check or Cashier's Check, payable to the Lexington-Fayette Urban County Government, in the penal sum of 100% of the price of the materials and/or services proposed in the bid.

The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

The certified / cashier's check will be returned when the materials and/or services specified herein have been delivered.

In the event of bidder's failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified / cashier's check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages.

Contracts that are less than \$50,000 will not require a 5% bid security or a performance and payment bond.

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.



Signature

Echo 24, Inc.

Name of Business

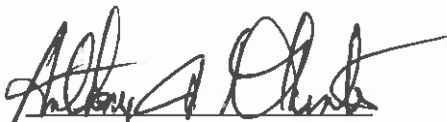
GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any

request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

April 10, 2017
Date



LFUCG MWDBE PARTICIPATION FORM
 Bid/RFP/Quote Reference # 53-2017

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1: Toni Levy & Assoc. 1608 W. Broadway Louisville, KY 40203	MBE WBE	Supplier of cable tray, supports, and electrical hardware	\$6,344.27	10%
2.				
3.				
4.				

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

Echo 24, Inc.
 Company
4/11/2017
 Date

Anthony J. R. [Signature]
 Company Representative
President
 Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 53-2017

The undersigned acknowledges that the minority and veteran-owned subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name <u>Echo 24, Inc.</u>	Contact Person <u>Anthony J. Gunter</u>
Address/Phone/Email <u>167-A Cypress Street SW Reynoldsburg OH 43068 760-964-7082 tgunter@echo24.com</u>	Bid Package / Bid Date <u>Wiring Project for Police Roll Call April 12, 2017</u>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
<u>Toni Lewis Assoc 1608 W. Broadway Louisville Ky 40203</u>	<u>Larry Holden</u>	<u>502-690-3059 lholden@kvyeps.com</u>	<u>4/5/2017</u>	<u>Cable tray and Electrical Splicing</u>	<u>Telephone and email</u>	<u>\$6,314.27</u>	<u>MBE and WBE</u>	
<u>Echo 24, Inc. 167-A Cypress St Reynoldsburg OH 43068</u>	<u>Anthony Gunter</u>	<u>760-964-7082 tgunter@echo24.com</u>	<u>Prime</u>	<u>Prime</u>	<u>Prime</u>	<u>\$63,142</u>		<u>SDVOSB</u>
			<u>Prime</u>	<u>Prime</u>	<u>Prime</u>			<u>yes</u>

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

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

Company

Company Representative

Date

Title



Toni Levy & Associates, Inc
 D.B.A Levy Electric & Plumbing Supply Co
 1608 W Broadway
 Louisville, KY 40203
 O: (502) 690-3039
 F: (502) 566-3039

Price Quotation

To: **ECHO 24**

Term:

Attention: **T. GUNTER**

Quote #: **LPFE14873**

Revision: **Rev 2**

Project: **Wiring Project for Police Roll Call**

Project #: **53-2017**

Bid Date: **04/12/2017**

QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL
6	EA	CAT2-24SL-120 - CAT TRAY 2"H X 24" X 10' L STR	\$60.1800	\$361.08
4	EA	CAT-USB-120 - CAT TRAY 10' LIGHT DUTY STRUT	\$23.6000	\$94.40
38	EA	CAT2-12SL-120 - CAT TRAY 2"H X 12"W X 10'L STR	\$41.3000	\$1,569.40
76	EA	CAT-2X8-HC - CAT TRAY 2" X 8" CANTER HANGER	\$11.0300	\$838.28
50	FT	PS146-3/8-10-EG - PS CONTINUOUS THREADED ROD EG	\$0.6600	\$33.00
100	EA	PS 83 - 3/8" HEX NUT	\$0.4532	\$45.32
100	EA	PS 209 - 3/8" FLAT WASHER	\$0.4025	\$40.25
2	EA	HARGER BUSBAR - GB114412JKT	\$161.2600	\$322.52
100	FT	#6 CU GROUND WIRE	\$0.5631	\$563.10
40	EA	CADCAT32 - 2" DIA "J" HOOK CABLE SUPPORT	\$1.9108	\$764.32
40	EA	1/2" MASTER BEAM CLAMP	\$0.7881	\$31.52

56.31 ~~56.31~~ ~~76.43~~ → \$1,796.15

Freight

Bid Total:

~~\$3,468.52~~ \$417.03

NOTE: **Total price does not include taxes and other expenses associated with the delivery of the original quantities to be supplied or quantities outside this price range.

\$6,314.27

Levy Electric & Plumbing Supply Co

Quoted By:

Authorize Signature

Larry Holden, Business Development

Print Name & Title

**Please review the above quote regarding price and materials. By Signing this quote, you agree/comply with the terms, price and conditions stated. Please call us at 1 (502) 566-3030 if you require further assistance.

ECHO 24

Authorize Signature

Print Name & Title



LEXINGTON

Lexington-Fayette Urban County Government Lexington Police Department Bid #53-2017 Wiring Project for Police Roll Call

The Lexington-Fayette Urban County Government is accepting bids on a project involving the installation of network, door access and video wiring at 1020 Industry Road Lexington, KY. The purpose of the wiring will be to support a local area network, electronic door access, and video deployment inside a newly renovated 2 story building (roughly 20,000 square feet), as per the following specifications:

SPECIAL NOTES TO BIDDERS:

The project involves installing in-ceiling cable trays, plenum rated Category 6 cable, and RG6 coaxial cable from a room designated by the floor plan to offices, conference rooms, classrooms and other locations inside the building. Drop locations are documented on floorplan drawings which will be provided upon request. Vertical conduit and empty wall boxes will be in place for cabling to be pulled through in the walls. Cables should be terminated on wall plates and keystones provided by the vendor and in rack mounted patch panels provided by LFUCG. Each cable should be labeled at the in-wall termination point to correlate with the patch panel termination point for future reference. Each cable should be tested for proper termination and throughput, and a report provided.

Contract may be awarded to various vendors based upon the vendor that submits the most responsive bid determined to be in the best interest of the Lexington-Fayette Urban County Government.

For questions regarding these specifications, please submit to <https://lexingtonky.ionwave.net>.

Requirements:

- The project requires Labor and Materials to install a Cat6 Communication Cabling Network per the floorplan drawings.
- All Cat6 and RG-6 Coax cables will distribute from Rooms 113 (MDF) and 220 (IDF). Cabling for each floor will originate from the room on that floor, and the two will be connected together with multi-mode fiber-optic cable. 2-inch conduit will connect the MDF and IDF together with pull sting installed.
- LFUCG will furnish all necessary equipment racks, patch panels, rack-mount horizontal wire managers, rack-mount vertical wire managers, etc. necessary for the MDF and IDF Communications Closets. The vendor will furnish and install cable raceway and supporting structures.

- Cat6 "voice" cables (color gray) and Cat6 "data" cables (color blue) will be terminated on separate patch panels.
- RG-6 cables will be terminated at the MDF and IDF ends with "F" type connectors on the cables and left coiled for connection to equipment by others.
- The project requires the installation of a "Flextray", B-Line/Eaton, cable runway system, routed, in accordance with the construction prints furnished. Cable tray is "sized" in accordance with EIA/TIA standards with a "fill" ratio of 40%.
- The project requires the installation of all necessary "J-Hooks" and all cable pathway devices.
- All necessary conduit(s) will be installed by the electrical contractor. Our design is based upon the electrical contractor furnishing at a minimum a 3/4" EMT conduit from the outlet location, stubbed into the ceiling. Outlet end will be at a minimum a single gang outlet box or a dbl. gang outlet box with a single gang adapter plate.
- The project requires an EIA/TIA approved grounding "Busbar" at the MDF. All necessary grounding connections of the equipment rack(s) and cable tray(s) shall be included in the proposal.
- All Cat6 cabling and RG-6 Cabling will be rated "CMP", plenum rated.
- All cables will be tested and results documented.

<u>Item Description</u>	<u>Price</u>
Materials (please include specifics in attachment)	\$ <u>26,066</u>
Labor (please include specifics in attachment)	\$ <u>37,076</u>

Total

\$63,142



Document A310™ – 2010

Bid Bond

Bond Number: 2346491

CONTRACTOR:

(Name, legal status and address)

Echo 24, Inc.
163 Cypress St SW Ste A
Reynoldsburg, OH 43068

OWNER:

(Name, legal status and address)

Lexington Fayette Urban County Government
200 E Main St
Lexington KY 40507-1310

BOND AMOUNT: \$ Ten Percent of the Amount Bid

PROJECT:

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

Bid# 53-2017 Wiring Project for Police Roll Call

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 furnished 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.

Init.

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User Notes: (3B9ADA17)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

Signed and sealed this 12 day of April, 2017



Deborah Spiced
(Witness)

Echo 24, Inc.
(Contractor as Principal)
Arthur D. Elmer - President
(Title) (Seal)

Brittany Walton
(Witness)

West Bend Mutual Insurance Company
(Surety)
Mark D Arnold
(Title) Mark D Arnold, Attorney-In-Fact (Seal)

Init.



2346491

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Mark D Arnold

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

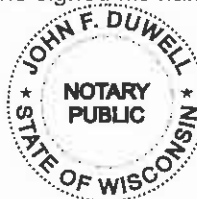
James J. Pauly
Secretary



Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 12 day of April, 2017



Dale J. Kent
Executive Vice President -
Chief Financial Officer

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 03/30/2017

Effective 04/02/2017

Expires 04/01/2018

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

WEST BEND MUTUAL INSURANCE COMPANY

of Wisconsin 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)

Aircraft	Ocean Marine
Allied Lines	Other Liability
Boiler & Machinery	Private Passenger Auto - Liability
Burglary & Theft	Private Passenger Auto - No Fault
Commercial Auto - Liability	Private Passenger Auto - Physical Damage
Commercial Auto - No Fault	Surety
Commercial Auto - Physical Damage	Workers Compensation
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	
Multiple Peril - Farmowners	
Multiple Peril - Homeowners	

WEST BEND MUTUAL INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2016 that it has admitted assets in the amount of \$2,520,932,588, liabilities in the amount of \$1,573,942,315, and surplus of at least \$946,990,273.

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

Mary Taylor, Lt. Governor/Director



West Bend Mutual Insurance Company
Statutory Statement of Operations
For the Years Ended December 31, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Gross Written Premium	\$1,119,134	\$1,063,206
Net Written Premium	1,016,058	960,536
Change in Unearned Premium	<u>(26,621)</u>	<u>(29,875)</u>
Net Premium Earned	989,437	930,660
Losses	528,878	435,285
Loss Adjustment Expenses	118,416	116,784
Underwriting Expenses	<u>315,004</u>	<u>310,373</u>
Total Losses and Expenses Incurred	962,298	862,442
Underwriting Profit (Loss)	27,139	68,218
Less Policyholder Dividends	<u>(21,381)</u>	<u>(18,950)</u>
Net Underwriting Profit (Loss) after Dividends	5,758	49,268
Net Investment Income	39,837	43,340
Net Realized Capital Gains (Loss)	7,856	(17,520)
Other Income	4,502	5,979
Net Profit (Loss) on International Assumed	<u>(219)</u>	<u>(14)</u>
Net Income Before Taxes	57,734	81,053
Federal Income Taxes	<u>(17,664)</u>	<u>(36,269)</u>
Net Income After Federal Tax	40,071	44,785
Unrealized Gain (Loss)	21,283	(2,499)
Other Surplus Changes	<u>7,407</u>	<u>12,821</u>
Gain to Surplus	<u>68,761</u>	<u>55,106</u>
Loss Ratio	65.5%	59.3%
Expense Ratio (Trade)	31.0%	32.3%
Dividend Ratio	<u>2.2%</u>	<u>2.0%</u>
Combined Ratio	98.6%	93.7%

(Dollars in Thousands)

West Bend Mutual Insurance Company
Comparative Balance Sheet

Assets	<u>Dec 31, 2016</u>	<u>Dec 31, 2015</u>
Investments		
Government Securities	\$254,926	\$254,011
Municipal Securities	473,757	454,458
Corporate Bonds	773,802	708,603
Preferred Stocks	24,131	23,314
Common Stocks	259,791	228,171
Real Estate	61,987	64,279
Cash and Short Term Investments	76,588	60,848
Total Investments	<u>1,924,982</u>	<u>1,793,684</u>
Premium Balances Receivable	333,482	323,076
Reinsurance Recoverable	8,566	8,085
Accrued Investment Income	13,181	12,495
Deferred Tax Asset	42,885	56,053
Other Assets	197,838	135,938
Total Assets	<u>\$ 2,520,933</u>	<u>\$ 2,329,331</u>
Liabilities		
Unpaid Losses	\$705,650	\$614,862
Unpaid Loss Adjustment Expenses	214,463	199,559
Unearned Premium Reserve	503,066	476,584
Other Liabilities	150,763	160,096
Total Liabilities	<u>1,573,942</u>	<u>1,451,101</u>
Policyholders' Surplus		
Guaranty Fund	1,000	1,000
Surplus Note	70,000	70,000
Unassigned	875,990	807,230
Total Policyholders' Surplus	<u>946,990</u>	<u>878,230</u>
Total Liabilities and Policyholders' Surplus	<u>\$ 2,520,933</u>	<u>\$ 2,329,331</u>

(Dollars in Thousands)



ADDENDUM #1

Bid Number: 53-2017

Date: April 5, 2017

Subject: Wiring Project for Police Roll Call

Please address inquiries to:

Conni Hayes, Buyer
(859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

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

- 1) Attached, please find the sign-in sheet from the pre-bid meeting held April 5, 2017 and plans for the desired location of wire tray above the drop ceiling.
- 2) When penetrating interior walls, wire tray should continue through wall wherever practical. On lower level, clearance between drop ceiling and roof deck / trusses is minimal – low profile wire tray will likely be needed.
- 3) Rooms 220 and 119 are the rack termination points, so some form of spill-out or drop out transition will be required from the wire tray / ladder rack to equipment racks.
- 4) The fiber jumper between the floors will be owner provided. This line is already reflected in our quote for equipment.

Todd Slatin, Director
Division of Central Purchasing

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: Echo 24, Inc.

ADDRESS: 167-A Cypress Street SW; Reynoldsburg OH 43068

SIGNATURE OF BIDDER:  - President

