



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: November 25, 2019

INVITATION TO BID #131-2019 Emergency Lighting & Equipment

Bid Opening Date: December 9, 2019

Bid Opening Time: 2:00 PM

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

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

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 **12/09/2019**. 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, handling and associated fees to the point of delivery located at: Lexington, KY

| | | |
|--|--|--|
| <input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i> | | Proposed Delivery: <u>25</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: Radio Communications Systems Inc
Firm Name
4445 Robards Ln
Address
Louisville, KY 40218
City, State & Zip

Bid must be signed: 
(original signature) **Signature of Authorized Company Representative – Title** *Vice President*

David Kunzman
Representative's Name (Typed or printed)
502-587-7385 502-587-7387
Area Code - Phone – Extension *Fax #*
dkunzman@rcs.info
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, David R. Kunzman, and after being first duly sworn under penalty of perjury as follows:

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

Further, Affiant sayeth naught. _____

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by David R. Kunzman on this the 5th day of December, 2019.



My Commission expires: April 19, 2023

Joseph O. Baker, III
NOTARY PUBLIC, STATE AT LARGE #620050

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes X 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.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #131-2019 Emergency Lighting & Equipment"

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

The Lexington-Fayette Urban County Government assumes no responsibility for 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.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the*

contractor complies in full with the requirements of KRS 45.560 to 45.640.

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

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

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal,

to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 1 year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
 - () 1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental 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

Radio Communications Systems 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. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, 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. **Price Discrepancy:** When applicable, 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.
19. 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.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. 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

12/05/2019

Date

WORKFORCE ANALYSIS FORM

Name of Organization: Radio Communications Systems, Inc.

| Categories | Total | White (Not Hispanic or Latino) | | Hispanic or Latino | | Black or African-American (Not Hispanic or Latino) | | Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino) | | Asian (Not Hispanic or Latino) | | American Indian or Alaskan Native (not Hispanic or Latino) | | Two or more races (Not Hispanic or Latino) | | Total | |
|--------------------|-----------|-----------------------------------|----|--------------------|---|---|---|--|---|-----------------------------------|---|---|---|---|---|-----------|-----------|
| | | M | F | M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| Administrators | 2 | 2 | | | | | | | | | | | | | | 2 | |
| Professionals | 6 | 3 | 3 | | | | | | | | | | | | | 3 | 3 |
| Superintendents | | | | | | | | | | | | | | | | 7 | 2 |
| Supervisors | 9 | 6 | 2 | 1 | | | | | | | | | | | | | |
| Foremen | | | | | | | | | | | | | | | | | |
| Technicians | 14 | 11 | | 1 | | 2 | | | | | | | | | | 14 | |
| Protective Service | | | | | | | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | | | | | | | |
| Office/Clerical | 15 | 2 | 11 | | 1 | 1 | | | | | | | | | | 3 | 12 |
| Skilled Craft | | | | | | | | | | | | | | | | | |
| Service/Maintenanc | 11 | 10 | | | | 1 | | | | | | | | | | 11 | |
| Total: | 57 | | | | | | | | | | | | | | | 40 | 17 |

Prepared by: Michael Starkey Operations Manager

Date: 12 / 04 / 2019

(Name and Title)

Revised 2015-Dec-15

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

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

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

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

C. DEFINITIONS

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

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. 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 and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities**
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.**
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).**
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.**
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.**
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.**
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.**
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses 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 and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce**
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses 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.**
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses 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.**
- n. 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.**
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding**

to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other—any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: 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 which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

| Business | Contact | Email Address | Phone |
|---|--|--|--------------|
| LFUCG | Sherita Miller | smiller@lexingtonky.gov | 859-258-3323 |
| Commerce Lexington – Minority Business Development | Tyrone Tyra | ttyra@commercelexington.com | 859-226-1625 |
| Tri-State Minority Supplier Diversity Council | Susan Marston | smarston@tsmsdc.com | 502-365-9762 |
| Small Business Development Council | Shawn Rogers UK SBDC | shawn.rogers@uky.edu | 859-257-7666 |
| Community Ventures Corporation | Phyllis Alcorn | palcorn@cvky.org | 859-231-0054 |
| KY Transportation Cabinet (KYTC) | Melvin Bynes | Melvin.bynes2@ky.gov | 502-564-3601 |
| KYTC Pre-Qualification | Sheila Eagle | Sheila.Eagle@ky.gov | 502-782-4815 |
| Ohio River Valley Women’s Business Council (WBENC) | Sheila Mixon | smixon@orvwbc.org | 513-487-6537 |
| Kentucky MWBE Certification Program | Yvette Smith, Kentucky Finance Cabinet | Yvette.Smith@ky.gov | 502-564-8099 |
| National Women Business Owner’s Council (NWBOC) | Janet Harris-Lange | janet@nwboe.org | 800-675-5066 |
| Small Business Administration | Robert Coffey | robertcoffey@sba.gov | 502-582-5971 |
| LaVoz de Kentucky | Andres Cruz | lavozdeky@yahoo.com | 859-621-2106 |
| The Key News Journal | Patrice Muhammad | production@keynewsjournal.com | 859-685-8488 |



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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. | | | | |
| 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.

Company

Company Representative

Date

Title



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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. | | | | |
| 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.

Company

Company Representative

Date

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority and/or veteran 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 | Contact Person |
| Address/Phone/Email | Bid Package / Bid Date |

| 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 |
|-----------------------|----------------|---|----------------|--------------------------|---|--|---|---------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

(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



LEXINGTON

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____
Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned 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 and Veteran-Owned businesses 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 and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

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

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses 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 than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

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

_____ Provided the interested MWDBE firm and/or Veteran-Owned business 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 and/or Veteran-Owned businesses 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 and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses 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 and Veteran-Owned businesses 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 and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses 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 MWBE firms and Veteran-Owned businesses 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 and Veteran participation.

NOTE: 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 which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

Company

Company Representative

Date

Title

SPECIFICATIONS FOR A WHELEN EMERGENCY LIGHTING & EQUIPMENT – NO SUBSTITUTIONS

The Lexington-Fayette Urban County Government is accepting bids to establish a price contract for Emergency Lighting and Equipment for the Division of Police Technical Services Unit, 2269 Frankfort Court, Lexington, KY 40510. Any brand or model other than what is specified will not be accepted. The successful bidder must be the Manufacturer or authorized stocking distributor for Whelen Engineering Company.

**Whelen Emergency Lighting & Equipment
Equipment List**

| Part Number | Description |
|--------------------|--|
| | Motorcycle |
| PAR28D* | 3.5" EXTEND LED DRIVE/WARNING ADVISE LED COLOR |
| PAR32HD1 | ADAPTER KIT FOR PAR28D* |
| RBKTHD9 | H-D REAR CRASH BAR MT FOR LINZ |
| SA350MH | SA-350MH SIREN SPEAKER |
| SA350MB1 | SA350M MOUNTING KIT |
| MCRNSC* | SURFACE MT MICRON CHROME ADVISE LED COLOR |
| LINZ6* | LINZ6 LED HORIZ SYNC ADVISE LED COLOR |
| RBKTHD7 | LINZ6 90 DEG UNDER TURN SIGNAL MT |
| M4B6R | MOTORCYCLE BOX 6-M4 RIGHT OPEN |
| M1BATT | MOTORCYCLE GEL BATTERY |
| MBADPT14 | MB4/6 ADAPTER PLATE 14 HARLEY |
| M4B6CHRG | M4B6 BATTERY CHARGER RIGHT |
| M4BSEP | M4B OPTIONAL SEPARATION PLATE |
| M08T | "T" ION WINDSHIELD ARRAY BRBRB. Electra Glide |
| WPA112 | Replacement siren amplifier for WS-321 |
| WPA112B | WPA112 siren amplifier bracket |

Chevrolet Tahoe Marked & Unmarked

| | |
|-----------|---|
| IONBKT7 | Tahoe Grill Mount for (4) ION series Lights |
| WIONB | Blue Wide angle ION series LED light |
| WIONR | Red Wide angle ION series LED light |
| TLIR | Red "T" ION series LED light |
| TLIB | Blue "T" ION series LED light |
| TLMIC | White Mini "T" ION series LED light |
| TIONMFC | Chrome flange for TLMIC light |
| SSFOSI6 | Headlight/Taillight flasher for Tahoe |
| IONPEDB | Black pedestal housing for ION series LED light |
| LXTAHMARK | Marked Tahoe Package to include: |

1--GB2SP3J, 1--CANWCT3, 1--CC5K2, 1--CANCTL2,
1--SA315P, 1--SAK63D, & 1--MKEZ*.

LEXTAHUNMARK Unmarked Tahoe Package to include:
1--ISFW45Z, 1--ITRAYW8, 1--SA315P, 1--SAK*
1--CANWCT3, 1--CANCTL2, & 1--CC5K2
6--ISDD, 6--ISDE, 4--ISDK, & 4 ISDM

Misc. Lighting

IONGROM Whelen Grommet Mount
WIONC Whelen ION Series Universal Mount Super-LED Lightheads Clear
WIONJ Whelen ION Series Universal Mount Super-LED Lightheads Red/Blue
LINZ6* Whelen LINZ6 Series Linear Super-LED Lightheads advise LED color
IW34UFX /
IW38UFX Whelen Inner Edge XLP WeCan DUO+ for Interceptor Utility/Sedan
CANWCT3 Whelen Control Siren System w/CC5K* cable & CANCTL2 Push Button Control Head
GB2SP3J Whelen Legacy Lightbar 54" Lexington Spec with mount brackets
GB8SP3J Whelen Legacy Lightbar 48" Lexington Spec with mount brackets
VTX609* Whelen Vertex Hide Away LED advise LED color
SA315P SAK58 Whelen SA315P Siren Speaker w/SAK58 Bracket
SA315P SAK51 Whelen SA315P Siren speaker w/ SAK51 Bracket
SA315P SAK63D Whelen SA315P Speaker w/SAK63 Bracket (Chevy Tahoe)
HHS-4200 Whelen Hand Held Siren System
ISFW*Z w/ 6--
ISSD & 6--ISDE Whelen Front Inner Edge DUO. Advise vehicle make, model, & year
ITRAYW8 w/ 4--
ISDK & 4--ISDM Whelen Rear Inner Edge DUO. Advise vehicle make, model, & year
MCRNT* Whelen Micron Lighthouse Surface/Stud Mount Black/Chrome Solid/Split Color
Red/Blue/Clear.

Ford Transit Equipment

M4J M4 LED FLASHER BLUE/RED
M4FC M4 SERIES FLANGE CHROME
MCRNSCJ SURFACE MT MICRON R/B CHROME
PELCC PERIMETER ENHANCEMENT LT CHRM
SPT5D BUMPER MT SPEAKER DRVR TRANSIT

PAR28D*-- 3.5" EXTENDED LED DRIVE/WARNING ADVISE LED COLOR

3-1/2" Round extended lens lighthouse with two LINZ6 type reflectors. Interleaved lighthouses offer two colors in a single lighthouse with white Super-LED® driving light and warning mode offered in single warning color. 31 Scan-Lock™ flash patterns and steady-burn. 3.75" dia x 1.25 depth.

PAR32HD1-- ADAPTER KIT FOR PAR28D*

Harley Davidson® Road King® and Electra Glide® Anti-Rotation Ring Kit, Converts PAR32 to PAR36 for H-D Pursuit Lamp Housing, Lighthouses Purchased Separately

RBKTHD9—HARLEY DAVIDSON REAR CRASH BAR MOUNT FOR LINZ6 LIGHT.

2014-2019 Harley-Davidson® Rear (Saddle Bag) Crash Bar Mounting Kit, for use with 2—LINZ6* lighthouses, Stainless Steel, Includes RFLANG2C.

SA350MH—SIREN SPEAKER

Motorcycle Siren Speaker, 100 Watts

SA350MH1—SIREN SPEAKER BRACKET

2014—2019 Harley Davidson siren speaker bracket specific for SA350MH speaker.

MCRNSC*-- SURFACE MT MICRON CHROME ADVISE LED COLOR

25 Scan-Lock™ flash patterns, including steady-burn, directional light pattern, hard-coated lenses minimize environmental damage from sand, sun, salt, & road chemicals. Includes chrome flange. Size: 7/8" (23mm) H x 13/16" (21mm) D x 4-1/16" (103mm) L

LINZ6*--SURFACE MOUNT HORIZONTAL LIGHTHEAD. ADVISE LED COLOR

25 Scan-Lock™ flash patterns, including steady-burn, directional light pattern, hard-coated lenses minimize environmental damage from sand, sun, salt, & road chemicals. Includes black flange. Size: 9/16" (40mm) H x 1-5/8" (42mm) D x 3-7/8" (98mm) L

RBKTHD7—HARLEY DAVIDSON LINZ6 90 DEG UNDER TURN SIGNAL MOUNT

2014-2019 Harley-Davidson® Electra-Glide® Passing/Fog 90° Mount Kit for use with 1 LINZ6™. Stainless steel.

M4B6R—MOTORCYCLE BOX WITH 6—M4 SERIES LIGHTS. ADVISE LED COLOR

Whelen's Molded Touring Box is designed for maximum functionality, featuring a terminal block with fuses, 12 VDC receptacles, and a Strip-Lite™ brake/tail with amber turn lighthouse. Six M4 Series Linear Super-LED® lighthoods mounted on the back and sides. Curb side opening.

M1BATT—MOTORCYCLE GEL BATTERY

Motorcycle battery requires appropriate separation plate purchased separately.

MBADAPT14—M4B6R adapter plate 2014—2019 Harley Davidson

Adapter Plate for the molded touring box. 2014-2019 Road King® or Electra Glide®

M4B6CHGR—M4B6 BATTERY CHARGER

Battery Charger includes 115 VAC Receptacle, for M4B6R System Only, Factory Installed ONLY.

M4BSEP—M4B6R SEPARATION PLATE

Substitute Separation Plate with Battery Hole for Standard Solid Plate, Includes Battery Hold Downs, for M4B6 Series

M08T—“T” ION SERIES WINDSHIELD LIGHT ARRAY. BRBRB LED COLOR

Windshield Light Array for 2014-2019 Harley-Davidson® Electra-Glide®. Requires Five SOLO™ MTLI* Lighthoods.

WPA112—100W SIREN AMPLIFIER FOR HARLEY DAVIDSON

Waterproof 100--Watt Siren Amplifier. Replaces WS321 series.

WPA112B—WPA112 SIREN AMPLIFIER BRACKET

WPA112 Siren Amplifier Mounting Plate Only, Black for 2014-2019 Harley Davidson® Road King® and Electra-Glide®.

IONBKT7—TAHOE GRILL MOUNT FOR (4) ION SERIES LIGHTS

Optional Grille Mount Brackets (pair) for 2015-2019 Chevy Tahoe, Requires Four ION™ Series Lighthoods Purchased Separately.

WION*—WIDE ANGLE ION SERIES LED LIGHT. ADVISE LED COLOR

The directional head assembly shall be supplied with a universal clip and universal gripper bracket as standard. The unit must be completely sealed for weather resistance and long life and durability. The unit must be designed to mount using either the included universal clip or gripper bracket, or optional ball mount bracket. The lighthouse assembly shall measure a maximum 4 inches long x 1-5/16 inch protrusion, x 1 inches high with a black die cast housing. Larger units are not acceptable due to the size constraint of the mounting area. The directional head assembly shall have an ION Super-LED panel which contains a maximum of six (6) individual Super-LEDs in a straight row that have a life expectancy of at least 100,000 hours each. The unit shall draw no more than .40 amps. There must be four (4) wires exiting each unit, one for each of the following: Power, Ground, ScanLock and Synchronize. The ScanLock wire will allow a choice of flash patterns including steady burn. There shall be twenty-five (25) patterns in the single color and sixty-nine (69) patterns in the split color version to choose from. Seven (7) patterns shall have a Phase 1 and Phase 2. When using multiple lighthouses, the synchronized wires are attached to alternate Phase 1 and Phase 2 patterns in each of these seven patterns. The unit will have a non-volatile memory and stay in the pattern selected. The lens must be made of clear polycarbonate and must have a smooth outer lens with built-in optics to insure maximum light output.

TLI*--"T" SERIES ION LED LIGHT. ADVISE LED COLOR

SAE Class 1 Certified. Available with SOLO™ technology and new Linear Super-LED optics. Available in Amber, Blue, Red, and/or White. SOLO models are available in single or split colors & have 25 ScanLock™ flash patterns, split color models have 69. Hard-coated lenses minimize environmental damage from sand, sun, salt, and road chemicals. Easily surface mounts with two screws. Includes Black flange and a 4 wire 6 inch pigtail. Size: 1" (25mm) H x .38" (9mm) D x 4.19" (122mm) L

TLMIC—WHITE MINI "T" ION SERIES LED LIGHT

SAE Class 1 Certified. Available with SOLO™ technology and new Linear Super-LED optics. Available in Amber, Blue, Red, and/or White. SOLO models are available in single or split colors & have 25 ScanLock™ flash patterns. Hard-coated lenses minimize environmental damage from sand, sun, salt, and road chemicals. Easily surface mounts with two screws. Includes Black flange and a 4 wire 6 inch pigtail. Size: 1.50" (3.81cm) H x .50" (1.27cm) D x 3.34" (8.48cm) L

TIONMFC—CHROME FLANGE KIT FOR MINI "T" ION SERIES LED LIGHT

Surface Mount Chrome Flange.

SSFPOS16—HEADLIGHT/TAILLIGHT FLASHER FOR TAHOE.

100% Solid-State, Headlight and Taillight Flasher, 2 Outlet, 160 Watts Per Outlet, 7 Flash Patterns, for 2007-2019 Chevy Tahoe Police Package Vehicles, Includes Mating Plug, For Positive Switching Headlights.

IONPEDB—BLACK PEDESTAL HOUSING FOR ION SERIES LED LIGHTS.

Black Pedestal Mount Kit.

LEXTAHMARK—MARKED TAHOE LIGHT/SIREN SYSTEM PACKAGE

Must include the following components: 1--GB2SP3J, 1--CANWCT3, 1--CC5K2, 1--CANCTL2, 1--SA315P, 1--SAK63D, & 1--MKEZ*.

CANWCT3 siren system. The control head shall be supplied completely assembled with three programmable push button switches for progressive functions. The control head shall also have (18) push button switches that directly interface with the control head electronics and operates external equipment such as lightbars, headlight flashers. Ability to program all the lighting traffic arrows and siren functions in the vehicle. All outputs shall have both short circuit and over-current protection. WeCan lightbar plugs directly into the amplifier/control module and is programmed by the COMMAND software. Three analog inputs which can be programmed for a temperature sensor, photocell. Integrated battery voltage monitor, which can be programmed to shut off certain outputs when voltage drops to protect the battery and charging system. Support for one or two 100 watt speakers. Ability to program Hands-Free operation. 161 synchronizable, variable-phase, programmable flash patterns. Over 45 programmable siren tones. Radio repeat and public address functions. Built-in On/Off time that allows for a wide delay range from milliseconds to minutes. Diagnostic LEDs for quick trouble shooting. Pre-configured programs may be modified and stored for ease of service. Easily extract a custom program and transfer to multiple vehicles. USB ports in the amplifier/control module allows easy access for programming. Power and input/output cabling with connectors come standard. System must include CC5K* OBD integration cable.

GB2SP3J lightbar. The main structure of the lightbar must be one-piece extruded aluminum bottom and two piece extruded aluminum top held on by 4 screws per side. Lightbars with plastic/polycarbonate tops are not acceptable. The lightbar shall house all electronic components. The lightbar shall measure a maximum of 1 5/8 inches high x 11 5/16 inches wide x 55 inches long excluding mounting brackets. The lightbar must have Hi/Low power control of any or all LED warning modules and must allow for individual control and switching of the LED Lighthoods to accomplish the progress intensity lighting required of the department. The lightbar shall contain one (1) internal control module I/O board which shall contain all the electronics required to operate all internal lighthoods. The lightbar shall have a combination of: four (4) Multi Angled corner Linear18 LED lamps [2 Blue/White / 2 Red/White]; twelve (12) Long DUO+ Modules [3 R/W, 3 B/W, 3 A/R, 3 A/B]; four (4) Short DUO+ Modules [1 R/W, 1 B/W, 1 A/R, 1 A/B]; two (2) Super-LED Flashing Alley Lights. The lightbar shall use true DUO technology, each module in the lightbar is a DUO module whether it is one color or two. Using advanced thermo design each segment can be operated independently or at the same time. Lightbars that do not allow for both segments to be flashed at the same time are unacceptable. The I/O module shall be 100% solid state with built-in reverse-polarity protection and output-short protection. They shall operate from 10-16 VDC with no degradation in flash rate, and shall operate through a temperature range of -30 degrees Celsius to 60 degrees Celsius. The lightbar shall be designed to have up to ten (10) lamps to the front, ten (10) lamps to the rear, and one (1) on each end. The lenses shall be constructed of polycarbonate with built-in spreader optics and a horizontal non-fluted strip across the center of each lens for maximum light output at the "zero" H-V point. The LED panel must be mounted within the lightbar. Systems in which the LED panel/lens assembly makes up the outside configuration of the lightbar are not acceptable. There shall be two (2) cables exiting the lightbar on the passenger side. Each cable shall be heavy duty water resistant, (1) each power and ground cable and a 2 conductor 20 gauge serial cable.

The external cable shall be a minimum of 17 feet and exit the passenger side of the lightbar. The serial cable shall plug into an electronic control module which must communicate all lightbar operating functions to the lightbar. The lightbar shall have a photocell as standard feature. The photocell will automatically put the lightbar into low power mode during nighttime operation. Operating under low power during nighttime conditions enhances officer safety by not obscuring motorist vision with bright light, but instead providing them with better visibility of the vehicle and its surroundings. The standard mounting kit shall include a combination permanent mount and gutter mount. All hardware shall be stainless steel. Gutter straps must be designed for most late model vehicles.

SA315P & SAK*

The electronic speaker must utilize a multi-port reentrant design, which produces higher sound levels as well as clear sound. The siren speaker must meet or exceed SAE and California Title XIII requirements for a "Class A" speaker when used with a standard Whelen siren amplifier. The speaker must produce a minimum sound level of 120 to 122 dB at 10 feet. The speaker shall be made of a black composite material to resist fading and be of compact size, measuring no larger than 6-1/2 inches H x 6-1/2 inches W x 2-7/8 inches D with rounded corners. Larger speakers are not acceptable. The speaker shall utilize a high efficiency 100 watt driver. This will allow for a maximum sound output and clarity. Speaker driver must be easily replaceable. A speaker mounting bracket shall be supplied for most late-model vehicles.

LEXTAHUNMARK—UNMARKED TAHOE LIGHT/SIREN SYSTEM PACKAGE

Must include the following components: 1—ISFW*Z, 1—ITRAYW8, 1—CANWCT3, 1—CC5K2, 1—CANCTL2, 1—SA315P, & 1—SAK63D.

CANWCT3 siren system. The control head shall be supplied completely assembled with three programmable push button switches for progressive functions. The control head shall also have (18) push button switches that directly interface with the control head electronics and operates external equipment such as lightbars, headlight flashers. Ability to program all the lighting traffic arrows and siren functions in the vehicle. All outputs shall have both short circuit and over-current protection. WeCan lightbar plugs directly into the amplifier/control module and is programmed by the COMMAND software. Three analog inputs which can be programmed for a temperature sensor, photocell. Integrated battery voltage monitor, which can be programmed to shut off certain outputs when voltage drops to protect the battery and charging system. Support for one or two 100 watt speakers. Ability to program Hands-Free operation. 161 synchronizable, variable-phase, programmable flash patterns. Over 45 programmable siren tones. Radio repeat and public address functions. Built-in On/Off time that allows for a wide delay range from milliseconds to minutes. Diagnostic LEDs for quick trouble shooting. Pre-configured programs may be modified and stored for ease of service. Easily extract a custom program and transfer to multiple vehicles. USB ports in the amplifier/control module allows easy access for programming. Power and input/output cabling with connectors come standard. System must include CC5K* OBD Integration cable.

SA315P & SAK*

The electronic speaker must utilize a multi-port reentrant design, which produces higher sound levels as well as clear sound. The siren speaker must meet or exceed SAE and California Title XIII requirements for a "Class A" speaker when used with a standard Whelen siren amplifier. The speaker must produce a minimum sound level of 120 to 122 dB at 10 feet. The speaker shall be made of a black composite

material to resist fading and be of compact size, measuring no larger than 6-1/2 inches H x 6-1/2 Inches W x 2-7/8 inches D with rounded corners. Larger speakers are not acceptable. The speaker shall utilize a high efficiency 100 watt driver. This will allow for a maximum sound output and clarity. Speaker driver must be easily replaceable. A speaker mounting bracket shall be supplied for most late-model vehicles.

ISFW*Z

The newly designed, low-profile Inner Edge FST series better utilizes vehicle contours, providing higher visibility and a custom fit. Whelen's all-new, patent pending Proclera® Silicone Optics increase clarity and have the power to punch through tints. The Inner Edge FST Series now features BroadBand Blue™ Available in Red, Amber, White, and NEW BroadBand Blue. WeCan® models are fully programmable, providing individual control of each color, and shall be DUO interleaved light modules. NEW Proclera Optic Technology features 100% silicone internal optics. Vehicle specific housing minimizes flashback to vehicle passengers. Mounts to visor anchor points. 38 Scan-Lock™ flash patterns. 17' cable included.

ITRAYW8

The newly designed, low-profile Inner Edge RST Series better utilizes vehicle contours, providing higher visibility and a custom fit. Whelen's all-new, Proclera® Silicone Optics increase clarity and have the power to punch through tints. Mounts on the rear deck of sedans and to the rear headliner of SUVs and pickup trucks. Drop-in lighthouse tray is universal, allowing for easy serviceability. Lighthouse tray can be repurposed to a different vehicle by obtaining an alternate housing and mounting kit. 70 Scan-Lock™ flash patterns. Available in Red, Amber, White, and BroadBand Blue. WeCan® models are fully programmable, providing individual control of each color, and shall be DUO interleaved light modules. Proclera™ Optic Technology features 100% silicone internal optics. Vehicle specific housing minimizes flashback to vehicle passengers. 17' cable included.

IONGROM—ION SERIES GROMMET MOUNT

Grommet mount kit for Whelen ION series Super-LED lights.

WIONC—ION SERIES WHITE

The directional head assembly shall be supplied with a universal clip and universal gripper bracket as standard. The unit must be completely sealed for weather resistance and long life and durability. The unit must be designed to mount using either the included universal clip or gripper bracket, or optional ball mount bracket. The lighthouse assembly shall measure a maximum 4 inches long x 1-5/16 inch protrusion, x 1 inches high with a black die cast housing. Larger units are not acceptable due to the size constraint of the mounting area. The directional head assembly shall have an ION Super-LED panel which contains a maximum of six (6) individual White Super-LEDs in a straight row that have a life expectancy of at least 100,000 hours each. The unit shall draw no more than .40 amps. There must be four (4) wires exiting each unit, one for each of the following: Power, Ground, ScanLock and Synchronize. The ScanLock wire will allow a choice of flash patterns including steady burn. There shall be twenty-five (25) patterns in the single color and sixty-nine (69) patterns in the split color version to choose from. Seven (7) patterns shall have a Phase 1 and Phase 2. When using multiple lighthouses, the synchronized wires are attached to alternate Phase 1 and Phase 2 patterns in each of these seven patterns. The unit will have a non-volatile memory and stay in the pattern selected. The lens must be

made of clear polycarbonate and must have a smooth outer lens with built-in optics to insure maximum light output.

WIONJ—ION SERIES RED/BLUE SPLIT

The directional head assembly shall be supplied with a universal clip and universal gripper bracket as standard. The unit must be completely sealed for weather resistance and long life and durability. The unit must be designed to mount using either the included universal clip or gripper bracket, or optional ball mount bracket. The lighthouse assembly shall measure a maximum 4 inches long x 1-5/16 inch protrusion, x 1 inches high with a black die cast housing. Larger units are not acceptable due to the size constraint of the mounting area. The directional head assembly shall have an ION Super-LED panel which contains a maximum of six (6) combination red & blue Super-LEDs in a straight row that have a life expectancy of at least 100,000 hours each. The unit shall draw no more than .40 amps. There must be four (4) wires exiting each unit, one for each of the following: Power, Ground, ScanLock and Synchronize. The ScanLock wire will allow a choice of flash patterns including steady burn. There shall be twenty-five (25) patterns in the single color and sixty-nine (69) patterns in the split color version to choose from. Seven (7) patterns shall have a Phase 1 and Phase 2. When using multiple lighthouses, the synchronized wires are attached to alternate Phase 1 and Phase 2 patterns in each of these seven patterns. The unit will have a non-volatile memory and stay in the pattern selected. The lens must be made of clear polycarbonate and must have a smooth outer lens with built-in optics to insure maximum light output.

LINZ6*--SUPER LED HORIZONTAL LED LIGHT. ADVISE LED COLOR.

25 Scan-Lock™ flash patterns, including steady-burn, directional light pattern, hard-coated lenses minimize environmental damage from sand, sun, salt, & road chemicals. Includes black flange. Size: 1-9/16" (40mm) H x 1-5/8" (42mm) D x 3-7/8" (98mm) L

ITRAYW8—INNER EDGE RST DUO SERIES. ADVISE VEHICLE MAKE, MODEL, & YEAR.

The newly designed, low-profile Inner Edge RST Series better utilizes vehicle contours, providing higher visibility and a custom fit. Whelen's all-new, Proclera® Silicone Optics increase clarity and have the power to punch through tints. Mounts on the rear deck of sedans and to the rear headliner of SUVs and pickup trucks. Drop-in lighthouse tray is universal, allowing for easy serviceability. Lighthouse tray can be repurposed to a different vehicle by obtaining an alternate housing and mounting kit. 70 Scan-Lock™ flash patterns. Available in Red, Amber, White, and BroadBand Blue. WeCan® models are fully programmable, providing individual control of each color, and shall be DUO interleaved light modules. Proclera™ Optic Technology features 100% silicone internal optics. Vehicle specific housing minimizes flashback to vehicle passengers. 17' cable included.

IW*UFX—INNER EDGE XLP DUO SERIES. ADVISE VEHICLE MAKE, MODEL, & YEAR.

The device shall be housed in two individual heavy duty aluminum housing with a clear outer lens for stealth look. Both units shall appear to be void of color until the Super-LED's are turned on. Each unit must be supplied with mounting brackets for ease of mounting in most late model law enforcement vehicles, one on the driver side, the other on the passenger side of the vehicle, and will be designed to fit snugly to the windshield to prevent flash back into the passenger compartment. Each housing shall contain six (6) Super-LED panels. Each LED must be a high intensity Generation 3.5 Super-LED's (Light Emitting Diodes). Each housing must have six (6) lamps facing straight out of the housing. Each unit must use DUO technology with interleaved super LEDs. This will provide for a white override will allow the entire unit to be used as a forward-facing flood light, providing maximum visibility for officer safety. Each housing shall be made out of aluminum to provide maximum heat transfer from the LEDs. Keeping the LED's cooler allows them to run at a higher output providing a brighter light. The housing also shall be of an extra low-profile design, taking up as little windshield space as possible so as to not obstruct the drivers view.

CANWCT3—CANTROL SIREN SYSTEM TO INCLUDE CC5K* & CANCTL2

The control head shall be supplied completely assembled with three programmable push button switches for progressive functions. The control head shall also have (18) push button switches that directly interface with the control head electronics and operates external equipment such as lightbars, headlight flashers. Ability to program all the lighting traffic arrows and siren functions in the vehicle. All outputs shall have both short circuit and over-current protection. WeCan lightbar plugs directly into the amplifier/control module and is programmed by the COMMAND software. Three analog inputs which can be programmed for a temperature sensor, photocell. Integrated battery voltage monitor, which can be programmed to shut off certain outputs when voltage drops to protect the battery and charging system. Support for one or two 100 watt speakers. Ability to program Hands-Free operation. 161 synchronizable, variable-phase, programmable flash patterns. Over 45 programmable siren tones. Radio repeat and public address functions. Built-in On/Off time that allows for a wide delay range from milliseconds to minutes. Diagnostic LEDs for quick trouble shooting. Pre-configured programs may be modified and stored for ease of service. Easily extract a custom program and transfer to multiple vehicles. USB ports in the amplifier/control module allows easy access for programming. Power and input/output cabling with connectors come standard. System must include CC5K* OBD integration cable.

GB2SP3J—LEGACY SERIES LED LIGHTBAR. LEXINGTON SPECIFICATION.

GB2SP3J lightbar. The main structure of the lightbar must be one-piece extruded aluminum bottom and two piece extruded aluminum top held on by 4 screws per side. Lightbars with plastic/polycarbonate tops are not acceptable. The lightbar shall house all electronic components. The lightbar shall measure a maximum of 1 5/8 inches high x 11 5/16 inches wide x 55 inches long excluding mounting brackets. The lightbar must have Hi/Low power control of any or all LED warning modules and must allow for individual control and switching of the LED Lighthoods to accomplish the progress intensity lighting required of the department. The lightbar shall contain one (1) internal control module I/O board which shall contain all the electronics required to operate all internal lighthoods. The lightbar shall have a combination of: four (4) Multi Angled corner Linear18 LED lamps [2 Blue/White / 2 Red/White]; twelve (12) Long DUO+ Modules [3 R/W, 3 B/W, 3 A/R, 3 A/B]; four (4) Short DUO+ Modules [1 R/W, 1 B/W, 1 A/R, 1 A/B]; two (2) Super-LED Flashing Alley Lights. The lightbar shall use true DUO technology, each module in the lightbar is a DUO module whether it is one color or two. Using advanced thermo design

each segment can be operated independently or at the same time. Lightbars that do not allow for both segments to be flashed at the same time are unacceptable. The I/O module shall be 100% solid state with built-in reverse-polarity protection and output-short protection. They shall operate from 10-16 VDC with no degradation in flash rate, and shall operate through a temperature range of -30 degrees Celsius to 60 degrees Celsius. The lightbar shall be designed to have up to ten (10) lamps to the front, ten (10) lamps to the rear, and one (1) on each end. The lenses shall be constructed of polycarbonate with built-in spreader optics and a horizontal non-fluted strip across the center of each lens for maximum light output at the "zero" H-V point. The LED panel must be mounted within the lightbar. Systems in which the LED panel/lens assembly makes up the outside configuration of the lightbar are not acceptable. There shall be two (2) cables exiting the lightbar on the passenger side. Each cable shall be heavy duty water resistant, (1) each power and ground cable and a 2 conductor 20 gauge serial cable. The external cable shall be a minimum of 17 feet and exit the passenger side of the lightbar. The serial cable shall plug into an electronic control module which must communicate all lightbar operating functions to the lightbar. The lightbar shall have a photocell as standard feature. The photocell will automatically put the lightbar into low power mode during nighttime operation. Operating under low power during nighttime conditions enhances officer safety by not obscuring motorist vision with bright light, but instead providing them with better visibility of the vehicle and its surroundings. The standard mounting kit shall include a combination permanent mount and gutter mount. All hardware shall be stainless steel. Gutter straps must be designed for most late model vehicles.

GB8SP3J—LEGACY SERIES LED LIGHTBAR. LEXINGTON SPECIFICATION

GB8SP3J lightbar. The main structure of the lightbar must be one-piece extruded aluminum bottom and two piece extruded aluminum top held on by 4 screws per side. Lightbars with plastic/polycarbonate tops are not acceptable. The lightbar shall house all electronic components. The lightbar shall measure a maximum of 1 5/8 inches high x 11 5/16 inches wide x 48 inches long excluding mounting brackets. The lightbar must have Hi/Low power control of any or all LED warning modules and must allow for individual control and switching of the LED Lighthoods to accomplish the progress intensity lighting required of the department. The lightbar shall contain one (1) internal control module I/O board which shall contain all the electronics required to operate all internal lighthoods. The lightbar shall have a combination of: four (4) Multi Angled corner Linear18 LED lamps [2 Blue/White / 2 Red/White]; twelve (12) Long DUO+ Modules [3 R/W, 3 B/W, 3 A/R, 3 A/B]; four (4) Short DUO+ Modules [1 R/W, 1 B/W, 1 A/R, 1 A/B]; two (2) Super-LED Flashing Alley Lights. The lightbar shall use true DUO technology, each module in the lightbar is a DUO module whether it is one color or two. Using advanced thermo design each segment can be operated independently or at the same time. Lightbars that do not allow for both segments to be flashed at the same time are unacceptable. The I/O module shall be 100% solid state with built-in reverse-polarity protection and output-short protection. They shall operate from 10-16 VDC with no degradation in flash rate, and shall operate through a temperature range of -30 degrees Celsius to 60 degrees Celsius. The lightbar shall be designed to have up to ten (10) lamps to the front, ten (10) lamps to the rear, and one (1) on each end. The lenses shall be constructed of polycarbonate with built-in spreader optics and a horizontal non-fluted strip across the center of each lens for maximum light output at the "zero" H-V point. The LED panel must be mounted within the lightbar. Systems in which the LED panel/lens assembly makes up the outside configuration of the lightbar are not acceptable. There shall be two (2) cables exiting the lightbar on the passenger side. Each cable shall be heavy duty water resistant, (1) each power and ground cable and a 2 conductor 20 gauge serial cable. The external cable shall be a minimum of 17 feet and exit the passenger side of the lightbar. The serial cable shall plug into an electronic control module which must communicate all lightbar operating

functions to the lightbar. The lightbar shall have a photocell as standard feature. The photocell will automatically put the lightbar into low power mode during nighttime operation. Operating under low power during nighttime conditions enhances officer safety by not obscuring motorist vision with bright light, but instead providing them with better visibility of the vehicle and its surroundings. The standard mounting kit shall include a combination permanent mount and gutter mount. All hardware shall be stainless steel. Gutter straps must be designed for most late model vehicles.

VTX609*--VERTEX LED LIGHT. ADVISE LED COLOR

The lighthouse must be designed with a minimum of six (6) Super-LEDs mounted to a flat board. This LED board must be mounted to an aluminum base designed for thermal heat management for long life and durability. The unit must be designed to mount into a 1" hole in a composite type headlight and taillight and, in turn, allow for easy upgrading of existing strobe Hide-A-Ways to LED. The base must be sealed to a hemispheric lens to provide weather resistance. The lens must be frosted for enhanced light output and spread. The unit must be no greater than 7/8" high by 1-1/2" diameter including the mounting flange. Units that are larger than these dimensions are not acceptable because they cover and block too much of the OEM reflector. The lamp must be available in Amber, Blue, White or Red. The unit must be supplied with a minimum of a four conductor, 22 gauge neoprene cable that is a minimum of 9' in length. This cable shall include an inline lamp driver that is completely encapsulated for moisture and vibration resistance. The four wires must allow for power, ground, Scan-Lock flash pattern, and synchronization features. There must be a minimum of 25 Scan-Lock flash patterns to choose from, including patterns that allow multiple lights to operate as a system by alternating or simultaneously flashing multiple lighthouses in a sequence.

SA315P W/SAK*--SIREN SPEAKER WITH BRACKET

The electronic speaker must utilize a multi-port reentrant design, which produces higher sound levels as well as clear sound. The siren speaker must meet or exceed SAE and California Title XIII requirements for a "Class A" speaker when used with a standard Whelen siren amplifier. The speaker must produce a minimum sound level of 120 to 122 dB at 10 feet. The speaker shall be made of a black composite material to resist fading and be of compact size, measuring no larger than 6-1/2 inches H x 6-1/2 inches W x 2-7/8 inches D with rounded corners. Larger speakers are not acceptable. The speaker shall utilize a high efficiency 100 watt driver. This will allow for a maximum sound output and clarity. Speaker driver must be easily replaceable. A speaker mounting bracket shall be supplied for most late-model vehicles. Advise make, model, & year of vehicle.

HHS4200—HAND-HELD SIREN SYSTEM

Meets Class A requirements of SAE, AMECA, KKK1822, and California Title XIII when paired with one Whelen 100 watt speaker. Windows based programming software for full customization and configuration. Three control heads available. Amplifier module is Durable Black molded housing. Wail, Yelp, Piercer, Manual Siren, and Airhorn tones are preset standard. 37 total tones, including mechanical tones. Includes 20' interconnect cable. Eight 10 amp relay outputs and one 15 amp relay output. Includes WeCan® port that supports the Inner Edge® FST™ and RST™ Series, WeCan lightbars, or WeCan external amplifier. Operates one or two 100 watt speakers. Size: 7.46" (18.95cm) H, 8.49" (21.56cm) W, 2.35" (5.97cm) D

ISFW*Z—FRONT INNER EDGE DUO. ADVISE MAKE, MODEL, & YEAR OF VEHICLE.

The newly designed, low-profile Inner Edge FST series better utilizes vehicle contours, providing higher visibility and a custom fit. Whelen's all-new, patent pending Proclera® Silicone Optics increase clarity and have the power to punch through tints. The Inner Edge FST Series now features BroadBand Blue™ Available in Red, Amber, White, and NEW BroadBand Blue. WeCan® models are fully programmable, providing individual control of each color, and shall be DUO interleaved light modules. NEW Proclera Optic Technology features 100% silicone internal optics. Vehicle specific housing minimizes flashback to vehicle passengers. Mounts to visor anchor points. 38 Scan-Lock™ flash patterns. 17' cable included.

MCRNT*--MICRON SURFACE/STUD MOUNT SOLID/SPLIT COLOR. ADVISE LED COLOR.

25 Scan-Lock™ flash patterns, including steady-burn, directional light pattern, hard-coated lenses minimize environmental damage from sand, sun, salt, & road chemicals. Size: 7/8" (23mm) H x 13/16" (21mm) D x 4-1/16" (103mm) L

M4J—M4 SERIES RED/BLUE SPLIT LED

Hard-coated lenses minimize environmental damage from sand, sun, salt, and road chemicals. Surface mounts via two screws for easy installation. A variety of mounting brackets and optional Chrome or Black flanges are available. 64 Scan-Lock flash patterns. Size with flange: 3-3/8" (89mm) H x 1-3/8" (36mm) D x 5-1/2" (139mm) L.

M4FC—M4 SERIES CHROME FLANGE

Chrome flange kit for M4J.

PELCC—PERIMETER ENHANCEMENT LED LIGHT

White light is projected downward at a 40° angle to illuminate a large area. Hard-coated lenses minimize environmental damage from sand, salt, sun, and road chemicals. Fully encapsulated for moisture, vibration, and corrosion resistance. 6" pigtail connector. Size: 2-1/4" (56mm) H x 7-7/8" (201mm) W x 1-5/8" (42mm) D.

SPT5D—DRIVER SIDE BUMPER MOUNT SPEAKER

Bumper Mount Speaker for 2015-2019 Ford Transit, Driver Side.

PRICE LIST

| Part Number | Description | |
|-------------|--|--------------------|
| | Motorcycle | |
| PAR28D* | 3.5" EXTEND LED DRIVE/WARNING ADVISE LED COLOR | \$ <u>139.78</u> |
| PAR32HD1 | ADAPTER KIT FOR PAR28D* | \$ <u>2.32</u> |
| RBKTHD9 | H-D REAR CRASH BAR MT FOR LINZ | \$ <u>23.20</u> |
| SA350MH | SA-350MH SIREN SPEAKER | \$ <u>403.10</u> |
| | | \$ <u>57.42</u> |
| SA350MB1 | SA350M MOUNTING KIT | \$ <u>85.26</u> |
| MCRNSC* | SURFACE MT MICRON CHROME ADVISE LED COLOR | |
| LINZ6* | LINZ6 LED HORIZ SYNC ADVISE LED COLOR | \$ <u>98.02</u> |
| RBKTHD7 | LINZ6 90 DEG UNDER TURN SIGNAL MT | \$ <u>16.82</u> |
| M4B6R | MOTORCYCLE BOX 6-M4 RIGHT OPEN | \$ <u>2,019.56</u> |
| M1BATT | MOTORCYCLE GEL BATTERY | \$ <u>213.44</u> |
| MBADPT14 | MB4/6 ADAPTER PLATE 14 HARLEY | \$ <u>64.38</u> |
| M4B6CHRG | M4B6 BATTERY CHARGER RIGHT | \$ <u>231.42</u> |
| M4BSEP | M4B OPTIONAL SEPARATION PLATE | \$ <u>84.10</u> |
| M08T | "T" ION WINDSHIELD ARRAY BRBRB. Electra Glide | \$ <u>444.86</u> |
| WPA112 | Replacement siren amplifier for WS-321 | \$ <u>265.06</u> |
| WPA112B | WPA112 siren amplifier bracket | \$ <u>33.64</u> |

Chevrolet Tahoe Marked & Unmarked

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| IONBKT7 | Tahoe Grill Mount for (4) ION series Lights | \$ <u>10.44</u> |
| WIONB | Blue Wide angle ION series LED light | \$ <u>75.00</u> |
| WIONR | Red Wide angle ION series LED light | \$ <u>75.00</u> |
| TLIR | Red "T" ION series LED light | \$ <u>78.30</u> |
| TLIB | Blue "T" ION series LED light | \$ <u>78.30</u> |
| TLMIC | White Mini "T" ION series LED light | \$ <u>72.50</u> |

WARRANTY

STANDARD / 2 YEAR WARRANTY--Whelen siren speakers, when used with a Whelen siren amplifier, are covered by a 2 year warranty from the date of manufacture.

SIRENS, LED PRODUCT, CONTROL HEADS AND SWITCH BOXES.

CanTrol® , LED Lightheads, I/O Boards, and Flashers: Electronic circuit boards are covered by a 5 year warranty.

HHS4200 Electronic circuit boards & PA Microphones are covered by a 2 year warranty. Warranty starts from date of manufacture.

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| TIONMFC | Chrome flange for TLMIC light | \$ 10.44 |
| SSFOSI6 | Headlight/Taillight flasher for Tahoe | \$ 62.06 |
| IONPEDB | Black pedestal housing for ION series LED light | \$ 40.60 |
| LEXTAHMARK | Marked Tahoe Package to include: 1--GB2SP3J, 1--CANWCT3, 1--CC5K2, 1--CANCTL2, 1--SA315P, 1--SAK63D, & 1--MKEZ*. | \$ 2,869.50 |
| LEXTAHUNMARK | Unmarked Tahoe Package to Include: 1--ISFW45Z, 1--ITRAYW8, 1--SA315P, 1--SAK* 1--CANWCT3, 1--CANCTL2, & 1--CC5K2 6--ISDD, 6--ISDE, 4--ISDK, & 4 ISDM | \$ 2,943.25 |
| Misc. Lighting | | |
| IONGROM | Whelen Grommet Mount | \$ 4.64 |
| WIONC | Whelen ION Series Universal Mount Super-LED Lightheads Clear | \$ 81.20 |
| WIONJ | Whelen ION Series Universal Mount Super-LED Lightheads Red/Blue | \$ 81.20 |
| LINZ6* | Whelen LINZ6 Series Linear Super-LED Lightheads advise LED color | \$ 98.02 |
| IW34UFX / IW38UFX | Whelen Inner Edge XLP WeCan DUO+ for Interceptor Utility/Sedan | \$ 1,046.32 |
| CANWCT3 | Whelen Control Siren System w/CC5K* cable & CANCTL2 Push Button Control Head | \$ 891.00 |
| GB2SP3J | Whelen Legacy Lightbar 54" Lexington Spec with mount brackets | \$ 1,835.00 |
| GB8SP3J | Whelen Legacy Lightbar 48" Lexington Spec with mount brackets | \$ 1,638.00 |
| VTX609* | Whelen Vertex Hide Away LED advise LED color | \$ 60.00 |
| SA315P SAK58 | Whelen SA315P Siren Speaker w/SAK58 Bracket | \$ 190.24 |
| SA315P SAK51 | Whelen SA315P Siren speaker w/ SAK51 Bracket | \$ 190.24 |
| SA315P SAK63D | Whelen SA315P Speaker w/SAK63 Bracket (Chevy Tahoe) | \$ 190.24 |
| HHS-4200 | Whelen Hand Held Siren System | \$ 324.50 |
| ISFW*Z w/ 6--ISSD & 6--ISDE | Whelen Front Inner Edge DUO. Advise vehicle make, model, & year | \$ 992.96 |
| ITRAYW8 w/ 4-- ISDK & 4--ISDM | Whelen Rear Inner Edge DUO. Advise vehicle make, model, & year | \$ 871.74 |

RCS

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| MCRNT* | Whelen Micron Lighthouse Surface/Stud Mount Black/Chrome Solid/Split Color Red/Blue/Clear. | \$ <u>75.00</u> |
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Ford Transit Equipment

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| M4J | M4 LED FLASHER BLUE/RED | \$ <u>135.72</u> |
| M4FC | M4 SERIES FLANGE CHROME | \$ <u>10.44</u> |
| MCRNSCJ | SURFACE MT MICRON R/B CHROME | \$ <u>88.74</u> |
| PELCC | PERIMETER ENHANCEMENT LT CHRM | \$ <u>121.80</u> |
| SPT5D | BUMPER MT SPEAKER DRVR TRANSIT | \$ <u>236.06</u> |