

INVITATION TO BID

Bid Invitation Number: 166-2013

Date of Issue: 12/23/13

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 **1/6/2014**. 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 have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

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

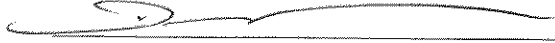
Bid Security Required: ___ Yes X No Performance Bond Required: ___ Yes X No
Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

PCT	Commodity/Service
	Emergency Vehicle Lighting & Siren System
	See specifications

<p style="text-align: center;"><u>Check One:</u></p> <p><u>X</u> Bid Specifications Met ____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p style="text-align: center;"><u>Proposed Delivery:</u></p> <p><u>15</u> days after acceptance of bid.</p>
<p style="text-align: center;"><u>Procurement Card Usage</u></p> <p><u>X</u> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? ____ No</p>	

Submitted by: Radio Communications Systems Inc. dba RCS Communications
Firm
1012 South 6 Steet
Address
Louisville, KY 40203
City, State & Zip

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



Signature of Authorized Company Representative – Title
David Kunzman Vice President of Service Operations
Representative's Name (Typed or printed)
P. 502-587-7385 F. 502-584-6999
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 Kunzman, and after being first duly sworn under penalty of perjury as follows:

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

Radio Communications Systems Inc. dba RCS Communicaitons Inc.,

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

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

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

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

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF Kentucky

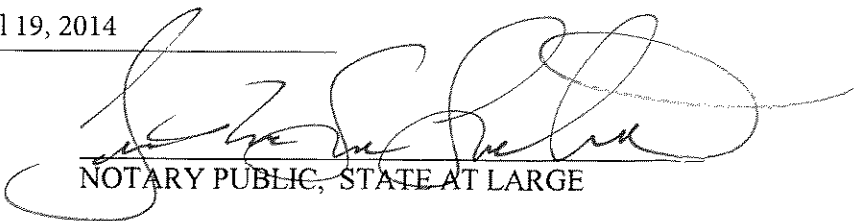
COUNTY OF Jefferson

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

by Trisha Sian Shulthise on this the 2 day

of January, 2014.

My Commission expires: April 19, 2014


NOTARY PUBLIC, STATE AT LARGE



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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for 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 #166-2013 Emergency Vehicle Lighting & Siren System"

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 / Cashier's 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 / cashier's check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful

bidders will be returned when the bid has been awarded.

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*

- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

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

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

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 1 year renewal upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.

- B. Price Changes (**Space Checked Applies**)
 - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After the first 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.

 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.

 - () 3. Procurement Level Contract

- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.

- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.

- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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


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

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

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

Bidders

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



Signature

Radio Communications Systems Inc dba RCS Communications

Name of Business

GENERAL PROVISIONS OF BID CONTRACT

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

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it

understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not

employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.

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


Signature

1/3/2014
Date

SPECIFICATIONS FOR A WHELEN LIBERTY LIGHTBAR

The emergency vehicle lightbar must be a Whelen Model SW8RRBB as specified below. While it is not the intention of this Competitive Sealed Bid to eliminate Bidders that can offer emergency equipment that is similar or equal in purpose, function and performance of the brand and models specified, any brand or model other than as specified will not be accepted, as the Department has standardized on the referenced systems for various reasons, including part and model compatibility. All major components must be designed and manufactured in the United States of America, including, LED panels, I/O cards, etc. Bids that contain major components (subassemblies) manufactured outside of the United States or by multiple sources are not acceptable. The product being bid must meet all current "S.A.E." requirements for this type and use of warning device, and be certified by an AMECA-accredited testing lab to meeting these requirements in the appropriate specified safety colors.

1.00 LED LIGHTBAR:

- 1.01 The main structure of the lightbar must be two-piece extruded aluminum top and bottom. Lightbars with plastic/polycarbonate tops are not acceptable. The lightbar shall house all electronic components. The lightbar shall measure a maximum of 2.55 inches high x 12 inches wide x 48-1/2 inches long excluding mounting brackets. The lightbar must have Hi/Low power control of any or all inboard LED warning modules and must allow for individual control and switching of the LED Lightheads to accomplish the progress intensity lighting required of the department. Lightbars that do not offer this feature are not acceptable.
- 1.02 The lightbar shall contain one (1) internal control module I/O board which shall contain all the electronics required to operate all internal lightheads. This single module is required for ease of servicing the lightbar. Lightbars with multiple boards are unacceptable.
- 1.03 The lightbar shall have a combination of:
 - four (4) extended corner Linear12 LED lamps (2 Red / 2 Blue);
 - ten (10) Directional Linear6 [4 Blue / 4 Red / 2 Amber];
 - two (2) LR11 Super-LED Flashing Alley Lights; and,
 - two (2) Flashing Super-LED Take-Down Lights
- 1.04 Each I/O card shall produce a minimum flash rate of 75 Comet® flashes per minute. There must be twenty-eight (28) Scan Lock flash patterns to choose from in a choice of four phases, plus six bar patterns and five Traffic Advisor patterns. LED lamps must be capable of activating independently of each other in any pattern and any phase. Lightbars without this feature are unacceptable.

- 1.05 The lightbar's primary warning shall have a maximum of four (4) linear LED modules [1 in each corner] with only the four corner modules to meet SAE Class 1 360 degree requirements. Lightbars that utilize more than four modules to meet SAE J845 Class I requirements are not acceptable. A copy of the Testing Lab or AMECA Certificate confirming that the lightbar conforms to SAE Class 1 requirements is required with this bid. Failure to submit this document will disqualify the bidder. The LR11 alley light must produce a 20° spotlight, and the light output must not be blocked by a screw boss, screw, web in the lens, etc. With a measurement no greater than 1-3/4 inches wide x 1-1/2 inches high, each LR11 alley light must contain three (3) Super-LEDs mounted in a triangle with a precision optic lens for maximum light output and must have a 15 degree horizontal adjustment. Lightbars that do not use Linear LED's as primary warning are not acceptable. The lightbar shall have Linear-LED® modules in the four corners. Each Linear12 corner module shall consist of a minimum of twelve (12) Super-LED's permanently mounted within a single "removable" highly mirrored parabolic reflector for maximum light output. Corner light modules that utilize multiple reflectors or mirrors are not acceptable since they do not provide a true even light spread. The twelve (12) LED's shall be mounted in a straight line and have a single diffuser panel mounted in front of them for maximum light output. All inboard Linear-LED panels shall be the same design as the Linear12 described above, but shall contain a minimum of six (6) Super LEDs. The bar must be equipped with two LED take-downs. . The LR11 alley light must produce a 20° spotlight, and the light output must not be blocked by a screw boss, screw, web in the lens, etc. With a measurement no greater than 1-3/4 inches wide x 1-1/2 inches high, each LR11 alley light must contain three (3) Super-LEDs mounted in a triangle with a precision optic lens for maximum light output. All lightheads must be Super-LED. The use of halogen or incandescent lamps is unacceptable and will cause the bid to be considered non-responsive.
- 1.06 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 eight (8) lamps to the front, eight (8) lamps to the rear, and one (1) on each end. Each lamp module position shall have a choice of five (5) single-layer colored lens sections, independent of the others. 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.

- 1.07 The lightbar shall have:
two (2) Linear12's;
two (2) LR11 flashing take down lights;
four (4) Linear6 LED's to the front;
two (2) Linear12's and 6 (six) Linear6 LED's to the rear which must operate as a two-wire Traffic Advisor with Left/Right and Center/Out patterns as well as a warning light; and

two (2) LR11 Super-LED alley lights, one on each end of the lightbar.
- 1.08 The lightbar must utilize lenses that slide into a track and are held in place by two end caps that secure to the lightbar via four screws each. Lightbars that utilize domes held in place by clips are unacceptable as the domes will allow sunlight to wash out the warning light, and clips can fail over time. The outer lens color shall be the same color as the internal Super-LED module. The use of clear outer domes with colored filter is not acceptable.
- 1.09 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 (Super-LED and halogen) to the lightbar. There must be a minimum of eighteen (18) function wires on the ECM that are programmed via software to allow for simple programming of each individual lighthouse, including On/Off operation, choice of four phases and multiple flash patterns, cruise light intensity, Hi/Low control, and Traffic Advisor™ patterns.
- 1.10 The standard adjustable-type 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.

2.00 WARRANTY

- 2.01 The system shall be warranted by the manufacturer to the user directly to be free from defects of material or workmanship for a period of 24 months from date of purchase (no warranty is offered on optical plastic parts). LED's shall be warranted for a period of five years. Written proof of this warranty by the manufacturer must be furnished by the bidder and attached to the bid.
- 2.02 The manufacturer shall provide a 24 month warranty on both parts and factory labor. This shall include 48 hour factory turnaround repair service. Out-of-

warranty product shall receive the same quality service and be repaired at a flat service rate of \$75.00, which includes shipping/handling fee for each unit returned (excluding new or necessary hardware such as lenses, flash tubes, etc.).

- 2.03 The successful bidder must be the manufacturer or an authorized stocking distributor for Whelen Engineering Company, located in the State of Kentucky, and stock sufficient quantities of service parts to maintain the needs of the department within forty-eight (48) hours after call. Bids from non-Whelen distributors or from distributors located outside of the State of Kentucky will not be accepted.

Quality Reference: Whelen SW8RRBB, 4-SLDRB, 1—SLDAA, SXTLS1, SPALF1, MKEZ# Liberty Bar. No Substitutes.

Unit Price \$ 1,449.00

Spec848
041409/dlp

SPECIFICATIONS FOR A WHELEN CONTROL SYSTEM

The emergency vehicle siren system must be a Whelen Model CAN1 system as specified below. For various reasons, the department has standardized on the referenced systems, therefore, no substitutes will be accepted. All major components must be designed and manufactured in the United States of America, including populated PC boards, etc. Bids that contain major components manufactured outside of the United States are not acceptable.

1.00 SYSTEM:

- 1.01 The remote siren system shall consist of a choice of control head. The control head shall use a CAT5 Ethernet cable to connect the control head to the AMP/Relay Module as described in the following specification.

2.00 CONTROL HEAD CANCTL(1)(2)(3):

- 2.01 The control head shall be supplied with a two-position bail bracket and all necessary mounting hardware. The unit shall be no larger than 2.15 inches deep (including slide switch) x 3-5/8 inches high x 6-13/16 inches wide (excluding mounting hardware). As an option, there must be a semi-flush trim ring for mounting the control head into a dash/panel.
- 2.02 The control head connector shall be built into the back of the unit. The wire harness shall follow a built-in channel (inlet) on the back of the control head and will exit the bottom or side of the unit. This will act as a strain relief and allow the control head to be easily mounted where space is of key consideration. If the harness is to exit straight out of the back of the control head, the unit must have an area designated for a tie-wrap to secure the harness to the control head (to act as a strain relief).
- 2.03 The control head must incorporate a single circuit board design equipped with a solid silicon rubber overlay for maximum moisture resistance from water or beverage spills. Each push button switch must have both tactile and audible ("beep") feedback to the user. Each switch will also produce a "click" sound when pushed On/Off as another positive feedback method that the switch has been changed. Control heads that do not have this feature are not acceptable since the driver would have to take his eyes off the road to determine if the switch is operating. Control heads with multi-board designs are unacceptable; since the internal interconnect cable can become disconnected unknowingly, with service not user friendly.

- 2.04 Each tactile switch must be fully programmable and must allow the placement of any siren or light function in any push button switch position for complete programmability by the end user via a Window-based program that must be included. Each tactile switch must be backlit in green and each switch must include a separate Red LED "On" indicator above the switch face that provides enough light to allow it to be seen even in bright day light without washing out. Both the switch backlight and the LED "On" indicator must have a low intensity feature for ease of night time visibility. Units that are not backlit or which do not have a separate LED "On" indicator visible in bright day light are not acceptable. Each of the push button switches shall have its own back-lit legend tab. This will help in identifying the functions that are in use. There shall be a total of (136) legends to choose from.
- 2.05 The control head shall be supplied completely assembled with a choice of either 4-position (positive detent) slide switch that is programmable, three programmable push button switches for progressive functions, or single programmable push button switch 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, Traffic Advisors, etc.
- 2.00 CONTROL HEAD CANCTL(5)**
- 2.01 The hand-held control head shall be supplied with all necessary mounting hardware. The unit shall be no larger than 1.12 inches deep (including slide switch) x 5.3 inches high x 2.25 inches wide (excluding mounting hardware).
- 2.02 The control head must incorporate a single circuit board design equipped with a solid silicon rubber overlay for maximum moisture resistance from water or beverage spills. Each switch will also produce a "click" sound when pushed On/Off as positive feedback method that the switch has been changed. Control heads that do not have this feature are not acceptable since the driver would have to take his eyes off the road to determine if the switch is operating. The hand-held control head must include a microphone with a push-to-talk switch located on the left side of the unit.
- 2.03 Each tactile switch must be backlit in Green, must change color to Red when activated and must provide enough light to allow it to be seen in bright daylight without washing out. Units that are not backlit or which do not change color when activated are not acceptable. Each of the push button switches shall have its own back-lit legend tab. This will help in identifying the functions that are in use. There must be more than (225) legends to choose from. A Windows-based program must allow full custom set-up configuration of each of the twelve buttons to control all lights and siren functions, including the ability to enable or disable functions. Siren/Switch systems that are not completely programmable are not acceptable.

3.00 AMPLIFIER/RELAY MODULE (ARM):

- 3.01 The aluminum housing of the ARM shall have built-in ventilator ports to assist in keeping all internal components cool for long life and reliability. It shall be supplied with (2) mounting feet that must be built into the design of the assembly for superior strength, and includes all necessary mounting hardware. The amplifier shall measure approximately 9.5 inches wide x 7 inches deep x 3.0 inches high.
- 3.02 The ARM operates on a 12 volt negative ground automotive electrical system. The amplifier shall be designed to operate from 10V to 15V and shall be reverse-polarity protected to ensure that the unit will not be damaged if polarity is reversed.
- 3.03 To ensure ease of service, the ARM shall have all power and control connectors on two sides of the module, and all fuses shall be accessible from the outside of the unit without disassembling the unit to access fuses accessible located on top of the module or next to the connectors. There shall be (4) heavy duty Anderson style power connectors for main power to the amplifier and for power distribution to other warning accessories. Units that require that the module be opened to change fuses or make any power or control connections are not acceptable.
- 3.04 The siren shall be capable of operating (1) or (2) 100 watt speakers and must meet Class "A" requirements with most 100 watt speakers. If the siren speaker(s) or any speaker wires are shorted, the siren amplifier will shut down to avoid damage to the circuitry until the short circuit is removed.
- 3.05 The ARM shall consist of (2) parts: a Top and a Bottom aluminum housing which fits together in a clamshell design. The bottom of the housing shall contain the amplifier and logic boards for the system; the top of the design shall contain the relay outputs and optional Traffic Advisor modules (if required). This design will assure ease of service to all internal components in a non-stacking PC board design. Designs that require stacking of PC boards are unacceptable, since it is very difficult to easily service the unit.
- 3.06 System programming must be completely secure at the user level. The system must utilize a PC or laptop to program all control head functions through a USB interface on the ARM. The program can be extracted from one system and inserted into an unlimited number of systems with ease. Systems that allow changes through control head switches or through internal DIP switches are not secure and are not acceptable.

- 3.07 The unit must be supplied complete with a noise-canceling microphone with a 3 ft. coiled cord, and a 20 ft. microphone extension cable shall be provided. The PTT ("Push To Talk") switch on the microphone will override all siren functions. The microphone and radio rebroadcast circuits shall have an "adjustable Preset" volume control that is recessed in the side of the amplifier for ease of adjustment without the need to open the ARM.
- 3.08 The unit shall have the following connections and indicators, 32 (thirty-two) 2-1/2 amp outputs, 3 (three) low current (1/4 amp) outputs, a 9 wire traffic advisor module, 8 (eight) programmable 10 amp (positive or negative) outputs, 3 (three) Diagnostix indicators, one for the lightbar, control head and the amplifier/relay module.
- 3.09 The following siren tones shall be included with the software: 392 AVF, 800 HZ, Airhorn, Airhorn Hi/Low, Alarm, Alternate Yelp, Composite Hi/Low 1800 1400 List, Composite Hi/Low 2800 2000 List, Composite Piercer, Composite Wail, Composite Tritone, DIN Hi/Low, FRA AF, Hi/Low, Hi/Low 466p, Hi/Low 500-660, Hi/Low, 510-1150, Hi/Low 610-760, Hi/Low GEN, Hi/Low POL, Hi/Low SPO, Hi/Low UMH, K9 Alarm, Manual Coast, Manual Stop, Martin Hi/Low, Mechanical Manual Coast, Mechanical Manual Stop, Mechanical Wail, No Tone, PA, Piercer, Pulsed Airhorn, Pulsed Piercer, Radio, Tritone, Wail, Wail 378p3, Wail 851-1700 4s, Wail 851-1700 5.25s, Wail Yelp, Wail Yelp Piercer, Warble, Warning Chirp, Woop, Yelp, Yelp 225, Yelp 249. Having a wide variety of siren tones to choose from allows the product to fit the need of many departments. Siren tones can be changed at the installer level using the programming software included.
- 3.10 The system shall have the following specialized features:
- 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 Control software, eliminating the need for the WeCan control point and software.
 - Three analog inputs which can be programmed for a temperature sensor, photocell, etc.
 - 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.

- A USB port in the amplifier/control module allows easy access for programming.
- Power and input/output cabling with connectors come standard.
- Five-year HDP Heavy-Duty Professional Warranty

4.00 WARRANTY

- 4.01 The siren system shall be warranted by the manufacturer to the user directly to be free from defects of material or workmanship for a period of 24 months from date of purchase. Siren amplifiers shall be warranted for a period of five years. Written proof of this warranty by the manufacturer must be furnished by the bidder and attached to the bid.
- 4.02 The manufacturer shall provide a 24 month warranty on both parts and factory labor. This shall include 48 hour factory turnaround repair service. Out-of-warranty product shall receive the same quality service and be repaired at a flat service rate of \$88.00, which includes shipping/handling fee for each unit returned (excluding new or necessary hardware such as lenses, flash tubes, etc.).
- 4.03 The successful bidder must be the manufacturer or an authorized stocking distributor for Whelen Engineering Company, located in the State of Kentucky, and stock sufficient quantities of service parts to maintain the needs of the department within forty-eight (48) hours after call. Bids from non-Whelen distributors or from distributors located outside of the State of Kentucky will not be accepted.

Quality Reference: Whelen Control System. No Substitutes.

Unit Price \$ 1,109.40



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: **166-2013**
Subject: **Emergency Vehicle Lighting & Siren System**

Date: December 23, 2013
Please address inquiries to:
Debra Bright @
dbright4@lexingtonky.gov

TO ALL PROSPECTIVE BIDDERS:

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

- 1) Bid due date has been revised on the economic engine website to correspond with the correct date of the bid opening. The original deadline date on the website was 12/17/2013 the correct deadline date is 12/6/2013. The website now reflects the correct date.

Todd Slatin, Director
Division of Central Purchasing

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

COMPANY NAME: Radio Communications Systems Inc. dba RCS Communications Inc.

ADDRESS: 1012 South 6th Street, Louisville, KY 40203

SIGNATURE OF BIDDER: _____



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

Bid Number: **166-2013**
Subject: **Emergency Vehicle Lighting & Siren System**

Date: December 23, 2013
Please address inquiries to:
Debra Bright @
dbright4@lexingtonky.gov

TO ALL PROSPECTIVE BIDDERS:

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

- 1) Please disregard addendum #1. Correct information is below.
- 2) Bid due date has been revised on the economic engine website to correspond with the correct date of the bid opening. The original deadline date on the website was 01/17/2014 the correct deadline date is 01/06/2014. The website now reflects the correct date.

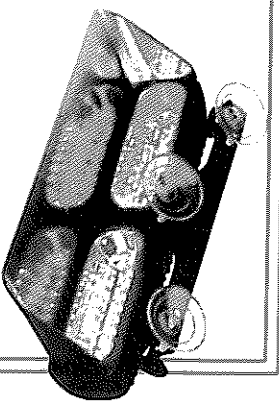
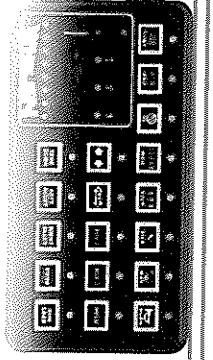
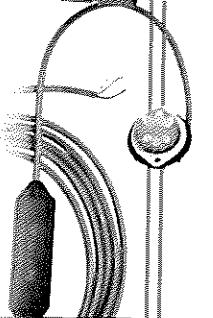
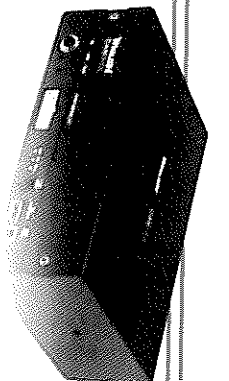
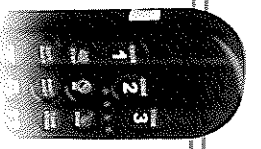
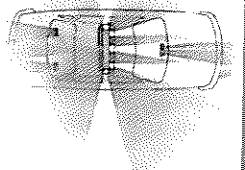
Todd Slatin, Director
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All other terms and conditions of the Bid and specifications are unchanged. This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Radio Communications Systems Inc. dba RCS Communications Inc.

ADDRESS: 1012 South 6th Street, Louisville, KY 40203

SIGNATURE OF BIDDER: _____



WHELEN[®]

Certificate of Authorization for Sales & Service of **CANTROL[™] Systems**

RECEIVED UPON COMPLETION OF THE WHELEN FACTORY TRAINING
CURRICULUM, PROVIDED NOVEMBER 8-9, 2011 - CHESTER, CT

Amil Hall

OF RCS Communications

IS AWARDED THIS CERTIFICATE

CERTIFICATE VALID ONLY WHILE EMPLOYED BY RCS COMMUNICATIONS

Scott Mangan

Scott Mangan, Training Manager

