

**INVITATION TO BID**

Bid Invitation Number: **45-2013**

Date of Issue: **04/10/2013**

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 **04/24/2013**. 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: Lexington, KY 40507

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

Quantity	Commodity/Service
<b>Price Contract</b>	<b>Installation of Public Safety Mobile Radios</b>

<p style="text-align: center;"><b><u>Check One:</u></b></p> <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>	<p style="text-align: center;"><b><u>Proposed Delivery:</u></b></p> <p style="font-size: 2em; text-align: center;">14</p> <p style="text-align: center;">days after acceptance of bid.</p>
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<b><u>Procurement Card Usage</u></b>	
<input checked="" type="checkbox"/> Yes	The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?
<input type="checkbox"/> No	

Submitted by: HQ → OWENS COMMUNICATIONS INC LOCAL

*Firm*

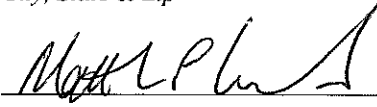
1815 21<sup>ST</sup> STREET 2331 FORTUNE DR

*Address* SUITE #210

COLUMBUS, IN 47201 LEXINGTON, KY

*City, State & Zip* 40509

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

 -REGIONAL MANAGER

**Signature of Authorized Company Representative – Title**

MATTHEW P. McCORD

*Representative's Name (Typed or printed)*

(859) 293-1675 (859) 299-8130

*Area Code - Phone - Extension      Fax #*

MATT.McCord@OWENSCommunications.com

*E-Mail Address*

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

**AFFIDAVIT**

Comes the Affiant, MATTHEW P. McCORD, and after being first duly sworn under penalty of perjury as follows:

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

OWENS COMMUNICATIONS 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.

Matthew McCord

STATE OF Kentucky

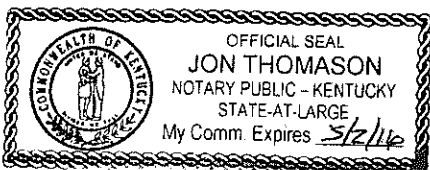
COUNTY OF FAYETTE

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

by Matthew McCord on this the 23 day

of April, 2013.

My Commission expires: 5/02/2016 - #465530



Jon Thomason  
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](http://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](http://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 #45-2013 Installation of Public Safety Mobile Radios"**

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 N/A percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in

accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

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

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the

contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

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

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

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

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

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

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

### III. Procurement Contract Bid Conditions

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



## 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.

          Matt P McCall            
Signature

          4/22/13            
Date

**EQUAL OPPORTUNITY AGREEMENT**

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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.*

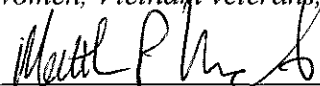
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed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

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

Bidders

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

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: OWEN'S COMMUNICATIONS INC Date: 4 120 1 13

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	6	5	1								
Professionals	13	8	5								
Superintendents											
Supervisors	1	1									
Foremen											
Technicians	7	6		1							
Protective Service											
Para-Professionals											
Office/Clerical	3		3								
Skilled Craft	7	7									
Service/Maintenance											
<b>Total:</b>	<b>37</b>	<b>27</b>	<b>9</b>	<b>1</b>							

Prepared by: MATT HEN P. MCGEE - REGIONAL MANAGER

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFP/Quote # 45-2013

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

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

Other  
 Please list any other methods utilized that aren't covered above.  
NO SUB-CONTRACTORS WILL BE UTILIZED IN THIS PROJECT. ONLY TRAINED COMPANY EMPLOYEES WILL PROVIDE INSTALLATION SERVICES TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.

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

OWENS COMMUNICATIONS  
Company

  
Company Representative

4/20/2013  
Date

MATTHEW P. MCCORA



Following Documents Are "NA" As  
 No Subcontractors will Be Used on  
 This Project Per our Response on  
 Page 26 of our Bid Response

**LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT**

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

Bid/RFP/Quote # 45-2013  
 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
	NA						

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.

JOC \_\_\_\_\_ [Signature] \_\_\_\_\_  
 Company Company Representative  
4-24-13 \_\_\_\_\_ Gen MUGR \_\_\_\_\_  
 Date Title



**MBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 45-2013

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

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

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

(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.

OCI  
 Company  
4-24-13  
 Date

[Signature]  
 Company Representative  
Gen MGR  
 Title



**LFUCG MBE/WBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 45-2013

The MBE/WBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

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

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

OCI  
 Company 4-24-13  
 Date

[Signature]  
 By Ger MUGA  
 Title

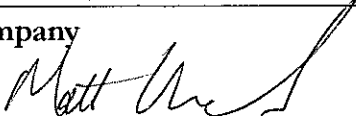
**LFUCG MBE/WBE SUBSTITUTION FORM**


Bid/RFP/Quote Reference # 45-2013

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

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

OCI  
 Company  
  
 Company Representative

4-24-13  
 Date  
  
 Title

## PRICING:

OCI RADIO INSTALLATION PRICE SHEET					
ITEM	INSTALLATION TYPE	NUMBER OF VEHICLES			
		1-10	11-25	26-50	51 +
1	SINGLE PIECE, NO REMOVAL	\$130.00	\$115.00	\$95.00	\$75.00
2	SINGLE PIECE, REMOVAL OF OLD RADIO	\$150.00	\$135.00	\$115.00	\$95.00
3	TWO PIECE, DASH AND TRUNK, NO REMOVAL	\$160.00	\$145.00	\$125.00	\$105.00
4	TWO PIECE, DASH AND TRUNK, REMOVAL	\$180.00	\$165.00	\$145.00	\$125.00

VENDORS NAME: OWENS COMMUNICATIONS INC, 2331 FORTUNE DRIVE, SUITE 210, LEXINGTON, KY. POINTS OF CONTACT: MATT MCCORD, REGIONAL MANAGER; FRANK BOYKIN, SALES; MARY VANBRACKEL, INSIDE SUPPORT

HOURS REQUIRED TO INSTALL A COMPLETE SYSTEM (ASSUMING AVAILABILITY OF RADIOS AND VEHICLES): ONE DASH MOUNT PER HOUR, ONE REMOTE MOUNT EVERY 1.5 HOURS, ONE REMOVAL EVERY 30 MINUTES. NUMBER OF VEHICLES WE CAN COMPLETE PER DAY WOULD VARY BASED ON THE TOTAL NUMBER ASSIGNED. ASSUMING THE QUANTITY OF RADIOS AWARDED WAS 51+, WE WOULD ASSIGN FOUR INSTALLERS TO THE PROJECT DAILY. ONCE THE PROJECT WAS IN FULL SWING AND TAKING INTO ACCOUNT TRAVEL TIME AND BREAKS, WE WOULD DO DAILY APPROXIMATELY:

22 DASH MOUNTS, NO REMOVAL  
 18 DASH MOUNTS, REMOVAL  
 15 REMOTE MOUNTS, NO REMOVAL  
 12 REMOTE MOUNT, REMOVAL

**If awarded the project (or a portion of it), OCI will adjust the number of installers on this project based on the number of units we are assigned to install. The four mentioned above doesn't not represent the number of installers we could put on this project (would be based on volume, number of days needed to finish etc).**

Warranty for OCI labor will be covered for six months after installation is complete. Repairs required due to poor installation will be covered by OCI.

Letters of reference or specific contact information for the above listed customers available upon request.

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

**“INSTALLATION OF PUBLIC SAFETY MOBILE  
RADIOS, BID #45-2013”**

**APRIL 24, 2013**

**OWENS COMMUNICATION INC**

**GENERAL COMPANY INFORMATION SHEET AND  
RESPONSES TO BID**



#### About Owens Communications, Inc.

Owens Communications Inc. (OCI) was founded in 1995 and is a premier wireless communications provider specializing in design, sales, comprehensive service, and installation of the most state-of-the-art telecommunication products.

OCI has recently added our fourth location with our acquisition of Commonwealth Communications in Lexington. With their existing location and staff we are confident in our ability to meet the requirements of this bid. We have been selected by Cassidian to partner with them to provide future maintenance support for the Lexington-Fayette Urban County Government P25 system.

The following is a brief description of our company which will be followed by specific points from the bid specification.

OCI is proud of our extensive partnership with Motorola, we have been appointed to the following distribution designations with Motorola:

---

**Motorola Authorized Dealer**

This relationship provides OCI with the full line of Motorola's products for Business, Industry, Government, and Public Safety.



---

**Manufacturer's Representative (MR) and Agent**

This designation allows us to provide products and services under the State of Kentucky and the State of Indiana QPA, Including all of the mission critical radios for use on Project Hoosier SAFE-T.



In addition to our relationships with Motorola, we have teamed up with many other vendors of public safety related products and are able to provide, and repair the following products, as well as many not listed:



---

Owens Communications Inc has been providing mission critical service to area public safety agencies for over 18 years. We have a combined total of over 130 years of public safety experience in the law enforcement, Fire and Emergency services fields on our staff.

**OCI provides service on almost any brand of communication, emergency warning equipment, and adjunct equipment.**

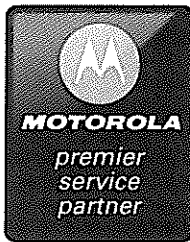
Owens Communications has four locations in Indiana and Kentucky as follow:

- 1815 21<sup>st</sup> Street, Columbus, IN 47201 – Headquarters
- 2331 Fortune Drive, suite 210, Lexington, KY 40509 -- Branch
- 1365 W. Bloomfield Road, Suite B, Bloomington, IN 47403 – Branch Location
- 1621 W. Main Street, Louisville, KY 40203 – Branch Location

## Service Capabilities

### *Motorola Premier Service Partner*

As to the question about our qualifications as it pertains to the technical and installation standards set forth in this bid specification, OCI was previously an MSS (Motorola Service Station) for Motorola. Over the years Motorola recognized that not all of its MSS's had the same capabilities, and a more specific categorization was required. In 2007 Motorola re-classified their service partners, based on their employees, equipment, and training.



Owens Communications Inc. achieved the highest possible status as a **Motorola Premier Service Partner** in 2007. The **Motorola Premier Service Partner** is the highest level of Motorola/Service agreement and interdependence. It provides us with the ability to service and maintain anything Motorola either in the warranty period, or outside of the warranty period. Motorola Service partners who attain this level have demonstrated consistent capabilities in performance, personnel and commitment to Motorola products and services. Requirements of the **Motorola Premier Service Partner**:

- Achieve and maintain Certified Service Center accreditation (CSC)
- Register/document and keep current all test equipment calibration required for support of Motorola Maintenance Contracts, and all service customers.
- Achieve and maintain Quality Goals and continuous Quality Improvement programs (Customer Satisfaction/Contract Compliance/Case Resolution)
- Verification of OCI's status as a Motorola Premier Service Partner can be obtained by contacting Robert Rummel of Motorola at (440) 610-9421.

### *Certified Service Center (CSC)*



OCI achieved Certified Service Center Status in 2007. The Certified Service Center program is designed as a tool to help consumers find quality service centers, to help electronics manufacturer's select service centers for in-warranty repairs, and to provide a standard for professional service firms that desire to offer outstanding customer service. This designation is not specific to a particular industry, it encompasses servicers of many types, and authorized servicers for many brands.



Becoming a Certified Service Center demonstrates to our customers that customer service and satisfaction are paramount to our service center. It guarantees high quality.

To attain Certified Service Center status, a service center must comply with specified requirements determined by representative of all facets of the service industry.

Certification Requirement:

- Facility Service Capability
- Technician Certifications
- Code of Conduct
- Appropriate Test Equipment and Tools
- Customer Service and Warranty Policy
- Management Skills
- Professional Appearance
- Licensing and Insurance

Additional information and verification can be found at: [www.c-csc.org](http://www.c-csc.org). We are confident that we can meet your qualifications for quality installation practices if awarded this bid.

## Personnel

Owens Communications maintains a staff of highly trained and proficient personnel. Our staff receives continual and on-going training. We take full advantage of the training and support offered by all our vendors.

### ***Service Staff:***

Owens Communications Inc is staffed with highly trained, experienced technicians equipped to address everything from the most complex state of the art systems, to the most conventional. OCI's service personnel are equipped with the latest diagnostic equipment and backed by all factory support teams providing the highest quality service and repair for today's sophisticated wireless systems, and other products.

Our experienced technical staff and installation personnel are well trained, and equipped for all service and repair needs. All installations are customized for your vehicle or location, and your needs, the result is in a professional appearance, optimal performance and total customer satisfaction.

Our people are OCI, and their dedication, competence, and superior qualifications, and experience have made our company the leader in Indiana and Kentucky. We have over 300 years of combined experience in this industry...here to help you.

**Key Staff:**

<b>Employee</b>	<b>Position</b>	<b>Years</b>	<b>FCC</b>	<b>ETA</b>	<b>Motorola</b>
Tony Owens	President / Sales	22			✓
Brad Latimer	Regional Manager	7			✓
Travis Edwards	Service Manager	14		✓	✓
David Harris	Senior Technician	31	✓	✓	✓
Tim Morrison	Senior Technician	31	✓	✓	✓
Dan Parker	Technician	26	✓		✓
Don VanTimmeren	Technician	29			✓
Nick Durig	Installer	1			
Shawn Shafer	Installation Mgr / Tech	16			✓
Mary VanBrackel	Inside Sales	15			
Bob Jwina	Technician	25		✓	✓
Barry Scanlan	Technician	30	✓	✓	✓
Tony Martinez	Technician	3			✓
Jake Bogle	Technician / Installations	5			
Jessie Hyers	Technician / Installations	10			
Derek Fisher	Technician / Installations	4			
John Riley	Technician / Installations	1			
Sam Carpenter	Sales Specialist	24	✓		✓
Shane Hanna	Systems Engineer	14	✓	✓	✓
Bob Jarrard	Sales Specialist	5			✓
Troy Barnes	Sales Specialist	5			✓
Frank Boykin	Sales Specialist	7			✓
Matt McCord	Regional Manager	4			✓
Micah Reed	Sales Specialist	2			✓
Roy Sutherland	Technician/Installations	1		✓	
Steve McManus	Sales Specialist	25			✓
Amy Kilby	Sales / Administrative	10			✓
Lori Sweet	Sales / Administrative	10			
Pam Cunningham	Sales / Administrative	20			✓
Mike Clark	Sales Specialist	1			
Michelle Owens	Human Resources	5			✓
Shari Niemoeller	AP / AR	10			
Jessica Clampitt	Purchasing / Inventory	4			✓
Steve Dhondt	Sales Specialist	5			✓
Andrea Thornton	Sales Specialist	2			✓
Scott Wyke	Business Manager	3			
Nancy VanTilburg	Manager	20			

Years = Years of Experience in the Wireless Telecommunications Field  
 FCC = Federal Communications Commission License - GROL  
 ETA = Electronics Technicians Association International – Certification (Various)

Motorola = Motorola training, and certifications achieved (Various types of training).

OCI's service department has roughly 200 years of combined experience in the service and installation of land mobile radio products.

## **Bid Clarifications and/or Exceptions.**

We have read and will comply to the provisions as described in set forth in section II "Bid Conditions". We are submitting only one bid with no stated exceptions. If awarded the bid, we will comply with all future requests for information as deemed necessary by the Lexington-Fayette Urban County Government officials.

OCI will comply with any and all stated federal, state and local laws and ordinances as described within the bid document. Any installer or technician providing services on this project will be actual OCI employees, not sub-contractors. The coordination of this project will be ran through our Lexington office, with support from our other three locations.

OCI will comply with all installation recommendations and/or requirements as set forth by the customer (LFUCG) and/or Tait Communications (the supplier of record of the mobile radios).

OCI will comply with the installation requirements as detailed on pages 27 and 28 of the bid document. OCI will supply for approval by the customer the following prior to the beginning of this project (if awarded): an installation of a one piece radio system, an installation of a two piece radio system, the uninstallation of an existing radio system from a customer vehicle.

OCI would expect the customer to provide a complete radio system for installation other than minor wiring, grounding parts or non-manufacturer supplied connectors. Any and all other parts will be supplied by the customer, to include any custom brackets and/or face plates for installation in consoles.

## REFERENCES:

OCI is very accustomed to large fleet radio installation projects for public safety, governmental entities and customers requiring quick and efficient installs for vehicles that cannot be out of service for prolonged periods of time. The following represents a small sampling of current Customers and References

- Floyd County Indiana Sheriff Dept.- Installation of new 911 center, June 2012 and installation of remote mount radios in approximately 188 police vehicles for five different departments
  - Scott Evans – Major, Uniform Division
  - Keith Whitlow – Major, New Albany Police Department
- West Clark Community Schools – Installation of Motorola digital radios into 100 buses, installation of 15 base stations and multiple portables.
  - Jim Scroggins- Transportation Director
- Louisville Metro Sewer District- Installation of 126 mobile radios and over 100 vehicle mounted radio chargers in a variety of vehicles (less than one month to complete)
  - Brian Stear – Fleet Administrator
- City of Louisville (Metro Safe) – provided installation of customer dispatch center and 12 site trunked radio system. Have provided 24/7 ongoing support since inception of Metro Safe project.
  - Gary Vance – Communication Supervisor
- TARC (Transportation Authority of River City) – Have provided installation, troubleshooting and repair of in-bus communication systems (RF, wi/fi, and cellular) for over 250 vehicles.
  - Dwight Maddox Jr – Manager of IT Systems
- Riverton Trucking – Installation of over 130 mobile radios in various vehicles, work performed while accommodating customer's requirements for keeping trucks on schedule
  - Victor Oberhausen – General Manager

- LG&E, KU – Have provided sales, service and installation for various locations throughout Kentucky to include full radio systems, mobile radio installations, base units etc.
  - John Pulliam – Telecom Engineer

**PRICING:**

OCI RADIO INSTALLATION PRICE SHEET					
ITEM	INSTALLATION TYPE	NUMBER OF VEHICLES			
		1-10	11-25	26-50	51 +
1	SINGLE PIECE, NO REMOVAL	\$130.00	\$115.00	\$95.00	\$75.00
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VENDORS NAME: OWENS COMMUNICATIONS INC, 2331 FORTUNE DRIVE, SUITE 210, LEXINGTON, KY. POINTS OF CONTACT: MATT MCCORD, REGIONAL MANAGER; FRANK BOYKIN, SALES; MARY VANBRACKEL, INSIDE SUPPORT

HOURS REQUIRED TO INSTALL A COMPLETE SYSTEM (ASSUMING AVAILABILITY OF RADIOS AND VEHICLES): ONE DASH MOUNT PER HOUR, ONE REMOTE MOUNT EVERY 1.5 HOURS, ONE REMOVAL EVERY 30 MINUTES. NUMBER OF VEHICLES WE CAN COMPLETE PER DAY WOULD VARY BASED ON THE TOTAL NUMBER ASSIGNED. ASSUMING THE QUANTITY OF RADIOS AWARDED WAS 51+, WE WOULD ASSIGN FOUR INSTALLERS TO THE PROJECT DAILY. ONCE THE PROJECT WAS IN FULL SWING AND TAKING INTO ACCOUNT TRAVEL TIME AND BREAKS, WE WOULD DO DAILY APPROXIMATELY:

- 22 DASH MOUNTS, NO REMOVAL
- 18 DASH MOUNTS, REMOVAL
- 15 REMOTE MOUNTS, NO REMOVAL
- 12 REMOTE MOUNT, REMOVAL

Warranty for OCI labor will be covered for six months after installation is complete. Repairs required due to poor installation will be covered by OCI.

Letters of reference or specific contact information for the above listed customers available upon request.



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

Jane C. Driskell  
Commissioner

**ADDENDUM #1**

Bid Number: **#45-2013**

Date: April 15, 2013

Subject: Installation of Public Safety Mobile Radios

Address inquiries to:  
Todd Slatin  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

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

1. Posting of required risk management provisions. See attached files "**Bid #45-2013 Required Risk Management Provisions.DOC**".

Todd Slatin, Acting Director  
Division of Central Purchasing

All other terms and conditions of the RFP/RFI and specifications are unchanged.

This letter should be signed, attached to and become a part of your proposal.

PROPOSAL OF:

OWENS COMMUNICATIONS INC

ADDRESS:

2331 FORTUNE DRIVE #210 LEXINGTON, KY 40509

SIGNATURE OF SUBMITTER:

MATTHEW P. MCCORD





## **Matt McCord**

---

**From:** Maddox Jr., Dwight <DMaddoxJr@ridetarc.org>  
**Sent:** Monday, October 15, 2012 4:11 PM  
**To:** june.embers@louisvillemsd.org  
**Cc:** matt@owenscommunication.com  
**Subject:** Owens Communications

Ms. Embers,

My name is Dwight Maddox and I am the Manager of IT Systems and operations here at TARC.

We currently utilize the Metrosafe Radio system infrastructure as part of our overall communications infrastructure. Since the beginning we have partnered with Owens communications for the install, troubleshooting and repair of our radio communications system and components. Our systems is very complex and Owens has been engaged in the process since the beginning and we have been more than satisfied with their performance. If there are any specific items that you would like me to discuss, feel free to contact me directly, but TARC is very happy with the relationship that we have with Owens Communications.

Regards,

M. Dwight Maddox Jr.  
Manager of IT Systems and Operations  
Transit Authority of River City  
1000 West Broadway  
Louisville, Kentucky 40203  
Email [DmaddoxJr@RideTARC.org](mailto:DmaddoxJr@RideTARC.org)  
Office (502) 561-5130  
Fax (502) 561-5154



March 15, 2012

Tony Owens  
Owens Communications, Inc.  
1815 21<sup>st</sup> Street  
Columbus, IN 47201

Dear Tony:

On behalf of Motorola Solutions, I would like to take this opportunity to express my sincere thanks to you and your organization for all of your involvement with the Louisville MetroSafe radio communications network.

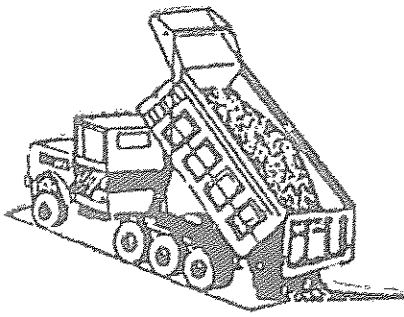
Your experienced technical and installation personnel were instrumental during the entire installation and optimization process. Today, OCI continues to be the Premier Service Partner teaming with Motorola Solutions to provide on-going maintenance and support to this critical network.

It has been my pleasure to work with your Jeffersonville, IN team. Matt McCord and Tim Morrison have been professional and accommodating during the entire process. I look forward to continuing our service partnership with Owens Communications and MetroSafe.

Sincerely,

A handwritten signature in cursive script that reads 'Ron Moe'.

Ron Moe  
Manager  
Indiana/Kentucky Life Cycle Service  
Motorola Solutions, Inc.



**Riverton Truckers Inc.**  
**6211 Gheens Mill Rd.**  
**Jeffersonville Indiana**  
**Phone (812) 284-1515**  
**Fax (812) 284-6690**  
[www.rivertontruckers.com](http://www.rivertontruckers.com)

To Whom It May Concern,

The intention of this correspondence is to express my appreciation for the thoroughness and dedication put forth by Owens Communications as it pertains to the installation of the two-way radios in our fleet of vehicles.

While our construction vehicles were working basically six days a week and many nights, I know it was no easy task to have technicians available when the vehicles were available, however it seemed to go flawlessly, with no major delays.

I commend Owens Communications, their technicians, and especially Steve McManus for pulling it all together. I would recommend them for any type of fleet installations.

Sincerely,

Victor L. Oberhausen  
General Manager

# Floyd County Sheriff

*"The Sheriff shall keep and preserve the peace of his county"*

SHERIFF

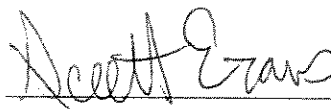
**Darrell Mills**

*To whom it may concern:*

It is my pleasure to recommend Owens Communications Inc. to you. During the past five years, I have worked directly with Tony Owens and Matt McCord on numerous projects including a state of the art communication center completed June of 2012. They have always provided top quality products and premiere customer service. Owens Communications Inc. has always been dependable, straightforward and honest about their products and services they provide. Representatives from Owen Communications Inc., because of their high integrity business practices, have advised me on strategies to correct a problem that sometimes does not benefit the company but was the best solution for the Floyd County Sheriff's Department, thereby saving taxpayer's money.

Please consider Owens Communications Inc. for any or all of your radio communication needs. I recommend them and look forward to working with them on future projects.

Date: 10/16/2012



Major Scott Evans

## **Matt McCord**

---

**From:** Keith Whitlow <kwhitlow@napdin.net>  
**Sent:** Tuesday, October 16, 2012 4:04 PM  
**To:** Matt McCord  
**Cc:** Keith Whitlow  
**Subject:** Reference Letter

October 16, 2012

Mr. Matt McCord  
Owens Communications, Inc.  
1621 W. Main Street  
Louisville, KY 40203

Matt:

As the installation of the new Motorola radios in our police vehicles nears completion, Chief Sherri Knight and I would like to thank you for the great service and cooperation you and your installers have displayed during the project. It has been a pleasure to work with Owens Communication during the last few months and we are looking forward to continuing our relationship with the company.

The installations have been performed with professionalism and you have been very helpful in assisting us in scheduling the 17 new cars that required a full-install of emergency equipment and radios, and the nearly 60 other vehicles in our fleet that required new radio installations.

Again, Chief Knight and I want to thank you and Owens Communications for making the transition to our new radio system much less difficult undertaking that it appeared at the outset. I would recommend Owens Communications to any organization facing a major communications project.

Major Keith Whitlow  
New Albany Police Department  
Patrol Division Commander

October 12, 2012

To whom it may concern;

I have been employed in the school transportation industry for 29 years. Communication is a vital link in maintaining safe and efficient operations in any school district particularly within bus fleets. I have utilized Owens Communications as my two-way radio provider in three different school districts. They have provided outstanding service and products to me for over 15 years. Their professionalism is second to none.

We recently updated our two –way radio system to the narrow band, digital product. The features are user friendly and the coverage is outstanding. We are currently using Owens to service video surveillance cameras on our buses as well. They have given us prompt and courteous service in that area also.

I would recommend Owens Communications without reservation for any project that they would undertake. Their products are first class and their service is exceptional. You may consider me an extremely satisfied customer of many years.

Sincerely,

Jim Scroggin  
Transportation Director  
West Clark Community Schools

Clark County Highway Department

Room 404 Clark County Government Building  
Jeffersonville Indiana 47130  
Fax: 812-285-6366 E-Mail [mjenkins@colclark.in](mailto:mjenkins@colclark.in)

James Ross  
Highway Supt./Subd. Compliance Officer  
(812-246-9571) (Fax: 812-246-5953)

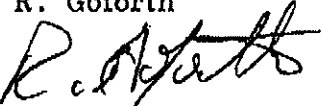
Robert Goforth  
Asst. Supt.  
(812-246-9571)

Margie Jenkins  
Highway Clerk/Bookkeeper  
(812-285-6276)

Oct. 16, 2012

To Whom It May Concern,

Recently we worked with Owens Communications to install all new radios in our truck fleet, as well as a large portion of our equipment. They were very accomidating as to the time line we had to work with, and was found to be very efficient in their work. After all the radios were installed, they went out of their way to see that everything worked properly. I would highly recommend them.

R. Goforth  
  
Asst. Superintendent  
Clark Co. Hwy. Dept.