

**Lexington-Fayette  
Urban County Government  
200 East Main Street, 3<sup>rd</sup> Floor  
Room 338  
Lexington, Kentucky 40507**

**Project Name**

Refurbished Mobile Data Computers  
Invitation to Bid # 165-2015

**Bid Opening Date**

November 17th, 2015

**Prepared By**

MobileTEK Consulting, LLC  
Howard Mandel  
President  
1775 Mentor Avenue, Suite 405  
Cincinnati, OH 45212  
Phone: 888-809-5474  
Fax: 855-593-7262

## TABLE OF CONTENTS

<b>SECTION I –</b>	<b>EXECUTIVE SUMMARY PROJECT ORGANIZATION CLIENT REFERENCES</b>
<b>SECTION II –</b>	<b>ITB SHEET AFFIDAVIT GREEN PROCUREMENT EQUAL OPPORTUNITY AGREEMENT GENERAL PROVISIONS OF BID CONTRACT</b>
<b>SECTION III –</b>	<b>PRICING</b>

**SECTION I**

## EXECUTIVE SUMMARY

MobileTEK Consulting, LLC (MobileTEK) welcomes this opportunity to bid on the Refurbished Mobile Data Computers Stations project for The Lexington-Fayette Urban County Government (LFUCG).

MobileTEK offers a carefully selected line of the highest quality hardware products available in the industry. By functioning as your single source for installation, service, support, training and consultation, MobileTEK is your partner in mobile data communications technology. We integrate hardware that meet your mobile data communications needs for today and tomorrow.

As described throughout this proposal, MobileTEK offers LFUCG several benefits, including:

- One-stop shopping **including project plan development, equipment configuration and installation, user training and support, and 24/7 service**. We are your single point of responsibility and ultimate continuity
- Team of specialty companies, **rather than “jack of all trades, master of none”**, ensures best-in-class performance of all project aspects

### MobileTEK Consulting Biography

#### Company History

In October 2002 following much research and discussions, MobileTEK Consulting, LLC was formed. Prior to this, the partners worked for over 25 combined years in the Information Technology Industry in such capacities as network engineer and director of network consulting practices. A list of the organizations in which the partners have been employed include International Paper, Procter and Gamble, Hill-Rom, Pomeroy Computer Resources and Infinet. The experience the partners received during their career was invaluable as they consulted with and did many successful mobile computing installations for various Police, Fire and EMS departments.

MobileTEK Consulting has many advantages over its competitors. They include:

MobileTEK has done a great deal of business in the past with LFUCG and has an existing relationship with them, therefore we are very aware of your goals, requirements and constraints.

Partners are very experienced in the Information Technology and Mobile Computing industries.

MobileTEK has partnered with several leading manufacturers and service companies in the computing industry including Panasonic, Getac, Havis, Sierra Wireless, and Brother.

Mobile Computing is the sole function of MobileTEK consulting.

MobileTEK Consulting offers its customers complete one stop shopping to meet all of its mobile computing needs. This includes hardware design, procurement, installation and training.

### **MobileTEK Consulting Team**

The MobileTEK Consulting Team offers LFUCG a turnkey solution for their Refurbished Mobile Data Computers project. The Team embodies all the experience needed to ensure that each facet of the project and any unanticipated challenges are responsively addressed with state-of-the-art solutions. MobileTEK will serve as the prime contractor and primary point of contact for LFUCG as it will procure, manage and integrate the services and equipment for this project. MobileTEK is well suited for this role with years of experience in configuring, installing and servicing mobile computing equipment and turnkey solutions.

Respectfully,



Howard Mandel  
President  
MobileTEK Consulting, LLC

## PROJECT ORGANIZATION

MobileTEK Consulting, LLC agrees to purchase, and if desired fully install, test and provide 24/7 support for all of the necessary hardware for this project. MobileTEK has over 25 years of experience in the Information Systems Industry and many years of experience working on mobile data hardware projects for public safety.

MobileTEK has partnered with The Panasonic Corporation, who offers the highest quality solution available in the notebook computer industry today. This project will be managed and performed from our Cincinnati, Ohio office. The primary point of contact for this project is:

**Howard Mandel**  
**MobileTEK Consulting, LLC**  
Project Manager/Account Executive  
office 888-809-5474  
mobile 513-310-5411  
Fax 855-593-7262  
[hmandel@mobile-tek.com](mailto:hmandel@mobile-tek.com)

MobileTEK Consulting offers 24/7 support to LFUCG. If a mobile computer malfunction should occur that causes an individual not to be able to perform his job, a MobileTEK representative will come on site within 4 hours of the call. If the malfunction does not prohibit the officer from performing his job, then a MobileTEK representative will come on site the next business day.

The only requirement for LFUCG to meet in this regard is to have an individual identified as the primary point of contact who will work with MobileTEK Consulting during the installation and testing of the proposed solution as well as to inform MobileTEK of problems or issues as they arise.

## CLIENT REFERENCES

### **Lexington Police**

Contact: Andrew Moore Phone #: 859-258-3531  
Address: 2269 Frankfort Court; Lexington, KY 40510  
Email Address: amoore@lexingtonpoliceky.gov

### **Lexington Fire**

Contact: Paul See Phone #: 859-231-5600  
Address: 219 East Third Street; Lexington, KY 40508  
Email Address: paul.see@lexingtonfireky.org

### **Warren County Sheriff**

Contact: Jessica Coles Phone #: 270-781-1984  
Address: 429 East 10<sup>th</sup> Street; Bowling Green, KY 42101  
Email Address: jcoles@wcsoky.net

### **Cincinnati/Covington Airport Police**

Contact: Mike Chumbley Phone #: 859-767-3123  
Address: 3222 Terminal Drive; Hebron, KY 41048  
Email Address: mchumbley@cvgairport.com

### **Cincinnati Fire**

Contact: LeShawn Braxton Phone #: 513-263-8054  
Address: 2000 Radcliff Avenue; Cincinnati, OH 45214  
Email Address: leshawn.braxton@cincinnati-oh.gov

### **Cabell County EMS**

Contact: Brenda Webb Phone #: 304-526-8487  
Address: 846 8<sup>th</sup> Avenue; Huntington, WV 25701  
Email Address: bwebb@ccems.org

### **Charleston Police**

Contact: Mark Fulks Phone #: 304-348-6873  
Address: 501 Virginia Street East; Charleston, WV 25301  
Email Address: mark.fulks@charlestonwvpolice.org

**SECTION II**





# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: November 3, 2015

## INVITATION TO BID #165-2015 Refurbished Mobile Data Computers November 17, 2015

**Bid Opening Date:** November 17, 2015

**Bid Opening Time:** 2:00 PM

**Address:** 200 East Main Street, 3<sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507

**Type of Bid:** Price Contract

**Pre Bid Meeting:** N/A

**Pre Bid Time:** N/A

**Address:** N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **11/17/2015**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

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

Bids are to include all shipping costs to the point of delivery located at: 2269 Frankfort Circle, Lexington, KY 40510

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

**Performance Bond Required:** \_\_\_ Yes  No

<input checked="" type="checkbox"/> Bid Specifications Met	<b>Check One:</b> ___ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	<b>Proposed Delivery:</b> <u>30</u> days after acceptance of bid.
<b>Procurement Card Usage</b> —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input checked="" type="checkbox"/> Yes ___ No		

Submitted by: MOBILETEK CONSULTING  
Firm Name

1775 MENTOR AVENUE, SUITE 405  
Address

CINCINNATI, OHIO 45212  
City, State & Zip

**Bid must be signed:** Howard Mandel, PRESIDENT  
(original signature) *Signature of Authorized Company Representative – Title*

HOWARD MANDEL  
Representative's Name (Typed or printed)

888-809-5474 x100      855-593-7262  
Area Code - Phone - Extension      Fax #

HMANDEL@MOBILE-TEK.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, HOWARD MANDEL, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is HOWARD MANDEL and he/she is the individual submitting the bid or is the authorized representative of MOBILETEK CONSULTING 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. Howard Mandel

STATE OF OHIO

COUNTY OF HAMILTON

The foregoing instrument was subscribed, sworn to and acknowledged before me by Brenda Holloway on this 11th of November, 2015.



Brenda Holloway  
Notary Public, State of Ohio  
My Commission Expires 03-19-2017

My Commission expires: 03-19-2017

Ohio  
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 ✓  No \_\_\_\_\_

## 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.*


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


## 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

  
Date

**SECTION III**  
**PRICING**

- AC Adapter

**CF-31 (Refurbished)**

- Minimum hard drive of 128GB HD
  - Minimum Intel Core i3-3110M 2.4GHz Processor
  - 13.1" XGA sunlight viewable Touch Screen LED
  - Minimum of 4GB RAM
  - Plastic emissive Backlit Keyboard
  - Intel Centrino Advanced-N 6235 802.11a/b/g/n
  - AC Adapter
- All Refurbished Mobile Data Computers purchased shall be compatible with the current LFUCG Division of Police docking stations (Gamber-Johnson, Ledco/Havis, or Jotto CF-29/CF-30/CF-31 docking stations).
  - Before award of bid and upon request, low bidder(s) shall be asked to provide a sample that meets specifications and shall be of the same quality and condition as those to be purchased.
  - Price per unit shall include shipping and handling to the above address.

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

For questions regarding these specifications or bid, please contact Conni Hayes, Buyer at [chayes@lexingtonky.gov](mailto:chayes@lexingtonky.gov) or 859-258-3320.

<b><u>Item Description</u></b>	<b><u>Price Per Unit</u></b>
Panasonic Toughbook CF-30 (Refurbished)	\$ 605.00
Panasonic Toughbook CF-31 (Refurbished)	\$ 1,095.00