

**FIRST AMENDMENT TO THE**  
**MAINTENANCE SERVICE AGREEMENT**

This FIRST AMENDMENT TO THE MAINTENANCE SERVICE AGREEMENT ("Amendment") is made and entered into this 14<sup>th</sup> day of ~~May~~ <sup>June</sup>, 2015, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, for and on behalf of its Division of Enhanced 911, Room 313, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as "LFUCG") and **KRAUS ASSOCIATES, INC. d/b/a AK ASSOCIATES**, a Florida corporation with offices Located at 7 Independence Avenue, Derry, New Hampshire 03038 (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, LFUCG operates an enhanced 911 emergency telephone system (hereinafter referred to as the "911 System"); and

**WHEREAS**, LFUCG issued a Request for Proposals, #65-2014, attached hereto and incorporated herein as Exhibit A and hereinafter referred to as the "RFP", seeking proposals from bidders interested in providing recording equipment installation and services for LFUCG's 911 System; and

**WHEREAS**, LFUCG has determined that Contractor submitted the best overall value response to the RFP in the Contractor's Formal Proposal, attached hereto and incorporated herein as Exhibit B and hereinafter referred to as the "Proposal"; and

**WHEREAS**, Contractor agrees to provide the installation and maintenance services for the LFUCG as further provided in the Proposal to the RFP; and

**WHEREAS**, the parties have previous entered into a Maintenance Service Agreement dated June 5, 2013, in which the Contractor agrees to provides on-site and remote maintenance, as well as manufacturer's extended warranty/maintenance and second-tier support services for LFUCG's 911 System (hereinafter referred to as the "Agreement"); and

**WHEREAS**, in accordance with Section 8.8 of the Agreement, LFUCG and the Contractor desire to amend the Agreement to provide for on-site and remote maintenance, as well as manufacturer's extended warranty/maintenance and second-tier support services for the Exacom G-2 Logging Recorder and Recording System.

**NOW THEREFORE**, for and in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LFUCG and the Contractor hereto agree as follows:

1. That the above recitals are incorporated herein by reference as if fully stated.
2. This Amendment shall include the following additional documents, which are attached hereto as Exhibits and incorporated herein by reference as if fully stated:
  - A. Exhibit A – RFP #65-2014, consisting of 49 pages;
  - B. Exhibit B – AK Associates Proposal to RFP #65-2014, consisting of 52 pages;
  - C. Exhibit C – RFP #11-2013
3. The Contractor agrees to provide the maintenance services for the Exacom G-2 Logging Recorder and Recording System under the existing Agreement for on-site maintenance of the LFUCG's 911 system as specified in RFP #11-2013 at no-additional cost for AK 1<sup>st</sup> level support.
4. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, this Amendment shall control. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect as stated in the Agreement.



Lexington-Fayette Urban County Government  
DEPARTMENT OF PUBLIC SAFETY

Jim Gray  
Mayor

Ronnie Bastin  
Commissioner

**MEMORANDUM**

TO: Mayor Jim Gray  
Sally Hamilton, CAO  
Councilmembers

FROM: Robert Stack, Director  
Lexington Enhanced 911

*Robert Stack*

DATE: May 14, 2015

RE: First Amendment to Maintenance Service Agreement – AK Associates

Authorization is requested to amend the existing Maintenance Service Agreement with Kraus Associates, Inc. d/b/a AK Associates, for the 911 system awarded in RFP #11-2013 and approved by Resolution 321-2013 dated June 5, 2013. The amendment expands the 1<sup>st</sup> level support services that AK Associates currently provides for the E911 phone system to now include maintenance services for the Exacom Logging Recorder and recording system for on-site and remote maintenance at no additional cost.

xc: Ronnie Bastin, Commissioner  
Scott Osborne, PSAP Manager  
Jonelle Patton, PSAP Manager  
Debra Robinson, PSAP Manager



# **Lexington-Fayette Urban County Government**

## **Request For Proposal**

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The Lexington-Fayette Urban County Government hereby requests proposals for **#65-2014 Logging Recorder for Police and Fire** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **January 26, 2015**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

### **RFP #65-2014 Logging Recorder for Police and Fire**

If mailed, the envelope must be addressed to:

Purchasing Director  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

***A pre-proposal meeting will be held January 12, 2015, 11:00 am, 200 E Main St, 3<sup>rd</sup> Floor Purchasing Conference Room, Lexington, KY. All interested consultants are highly encouraged to attend.***

**The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.**

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

***Please do not contact any City staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.***

#### **Laws and Regulations**

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

#### **Equal Employment Opportunity**

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 subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

## **Kentucky Equal Employment Opportunity Act**

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 provision of the nondiscrimination 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 timetables.
- (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 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 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 workforce 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.

### **LFUCG Non-Appropriation Clause**

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

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

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

### **Contention Process**

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP 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 RFP 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 RFP 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 RFP processes. If, based on this review, a RFP 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 RFP recommendation must be filed within 3 business days of the RFP 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.



**SELECTION CRITERIA:**

1. Estimated Cost of Services. 15 pts
2. Specialized experience and technical competence of the persons or firm(s) (including a joint venture or association (e.g. team)) with the type of service requested. Provide information on specialized certifications and/or licenses and how they will apply to the work associated. 20 pts
3. Capacity of the person or firm. 15 pts
4. Character, integrity, reputation, and efficiency of the person or firm. 15 pts
5. Past record and performance. 10 pts
6. Familiarity with the details of the project. 20 pts
7. Degree of local employment to be provided by the person, firm or team in the performance of the contract. 5 pts

**See additional information about selection criteria in specifications.**

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

**Questions shall be submitted via Economic Engine at:**  
**<https://lfucg.economicengine.com>**

**Or submitted to:**

Sondra Stone  
Division of Central Purchasing  
[sstone@lexingtonky.gov](mailto:sstone@lexingtonky.gov)

## Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor  
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859) 258-3320.

## AFFIDAVIT

Comes the Affiant, \_\_\_\_\_, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the proposal or is the authorized representative of \_\_\_\_\_, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal 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. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer 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. Proposer 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 Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

7. Proposer 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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

## 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

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

**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
		Administrators									
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
<b>Total:</b>											

Prepared by: \_\_\_\_\_

*Name & Title*

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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

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

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street – Room 338  
Lexington, Kentucky 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
Street City Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_



**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier

form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even

when the prime contractor may otherwise perform these work items with its own workforce.

- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

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

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

*“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”*

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Marilyn Clark	<a href="mailto:mclark@lexingtonky.gov">mclark@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:tyra@commercelexington.com">tyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Sonya Brown	<a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>	502-625-0137
<b>Small Business Development Council</b>	Dee Dee Harbut UK SBDC	<a href="mailto:dharbut@uky.edu">dharbut@uky.edu</a>	
	Shiree Mack	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	
<b>Community Ventures Corporation</b>	James Coles	<a href="mailto:jcoles@cycky.org">jcoles@cycky.org</a>	859-231-0054
<b>KY Department of Transportation</b>	Melvin Bynes	<a href="mailto:Melvin.bynes@ky.gov">Melvin.bynes@ky.gov</a>	502-564-3601
	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-564-3601
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Rea Waldon	<a href="mailto:rwaldon@gcul.org">rwaldon@gcul.org</a>	513-487-6534
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428



**LFUCG MWDBE PARTICIPATION FORM**  
 Bid/RFP/Quote Reference # \_\_\_\_\_

The MWDBE 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.

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

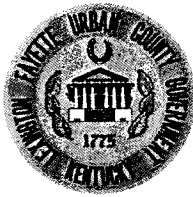
The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # \_\_\_\_\_

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title





**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## 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 MWDBE 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 #** \_\_\_\_\_  
**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b>	<b>Address:</b>
<b>Federal Tax ID:</b>	<b>Contact Person:</b>

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

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # \_\_\_\_\_

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

- \_\_\_\_\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- \_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package
- \_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- \_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- \_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- \_\_\_\_\_ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- \_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- \_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- \_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

\_\_\_\_\_ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

\_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

\_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

\_\_\_\_\_ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

\_\_\_\_\_ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, 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 a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent 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 proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, 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 proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent 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 Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, 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 this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent 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 Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, 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 contractor shall not assign or subcontract any portion of the Contract 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 Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.



15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This 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 Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent 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 Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this 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

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. Consultant acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Consultant in any manner.

**FINANCIAL RESPONSIBILITY**

Consultant understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

## INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

### Required Insurance Coverage

Consultant shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by Consultant. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability aggregate	\$1 million per occurrence, \$5 million
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products Liability endorsement unless deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The General Liability Policy shall have and endorsement for excess coverage or an umbrella liability insurance coverage policy shall be obtained in a minimum amount of \$5 million on an occurrence basis, and shall be kept in force for a minimum of three years beyond the completion date of the contract, to the extent commercially available, unless it is

deemed not to apply by LFUCG.

- f. The General Liability Policy shall have a Professional Liability endorsement for medical malpractice in the amount of \$5 million for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- g. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- h. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- i. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

#### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Consultant's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Consultant satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Consultant agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.

- f. Self-Insured Associations will be considered.

Verification of Coverage

Consultant agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Consultant understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

**DEFAULT**

Consultant understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Consultant for any such insurance premiums purchased, or suspending or terminating the work.

00464915

# Lexington-Fayette Urban County Government Logging Recorder for Police and Fire

## General System Overview

Lexington-Fayette County Urban Government (LFUCG) is looking to replace the recorder used currently by the Divisions of Police & Fire.

As this new system will be a shared LFUCG resource, interoperability with other agencies identified in these requirements must also be supported by the Cassidian<sup>1</sup> COR P25 radio system.

Any requirements or specifications in this RFP that refer to or describe proprietary equipment, processes and/or technologies are incidental and not intentional.

All project components and equipment shall be designed and installed to appropriate seismic standards.

The successful vendor will be expected to install, train dispatch employees, perform periodic software upgrades, remote performance monitoring, and long-term maintenance support for the System. The requirements of this RFP presume a complete turnkey Digital Voice Logging Recorder reflective of current industry standards.

## WebEx Demonstration

Each proposer will be requested to provide demonstration of their product via a web conference service such as Webex. The Vendor will provide the link to the web conference. The allotted time for each Proposer will be one (1) hour. The product demonstration can take up to 45 minutes. The remainder of the time will be allocated for follow up questions from the LFUCG selection committee and end users.

## Cassidian COR<sup>P25</sup> System

LFUCG currently operates a 4-site, 9 channel, 800 MHz P25 Phase 1 trunked system and accesses and supports a Multicast, 4-channel, single site, 800 MHz P25 Phase 1 for the Blue Grass Airport (BGA). The FCC Call Sign for the P25 system is WQRM468.

The P25 system communicates with fireground and university networks operating on 800 MHz EDACS trunked system.

The main switch for the COR<sup>P25</sup> is located at one of the simulcast sites (WLEX, 1065 RUSSELL CAVE ROAD, Lexington, KY). The backup switch is located at the Police headquarters (150 E Main Street, Lexington, KY 40507).

LFUCG is also considering adding the Airport Site into the simulcast system resulting into a single 13 channel wide-area simulcast system. For the purpose of simultaneous recording of the radio system, the vendor shall incorporate the worst case scenario.

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<sup>1</sup> Cassidian Communications changed its name to Airbus DS Communications.

## LFUGGE-911 Centers

The Lexington Fayette Urban County Government Division of Enhanced 911 operates two E-911 centers, one for the Lexington Police Department (150 E Main Street, Lexington, KY 40507) and the other for the Lexington Fire Department (219 E. Third St., Lexington, KY 40508). All 911 calls are routed first to a calltaker at the Division of Police PSAP who then determines if the matter should be handled by the police, the fire department, or both working together. If the call is a police matter, the calltaker passes the information to a police dispatcher who sends the appropriate units. If the call is a fire, hazardous materials call, rescue or medical emergency, the calltaker passes the call to the fire department dispatch center where the call is handled. Units are dispatched as per pre-established protocols and if necessary the dispatcher will provide medical assistance to the caller until the response units arrive.

The information on the two dispatch centers is summarized in the table below:

Description	Police E-911 Center	Fire Dispatch center
Is this location a Primary PSAP or Secondary PSAP	Primary	Secondary
Radio Positions	10	7
911 Workstations	17	7
T1 Digital Trunk Lines	39	19
Ring-Down Lines	2	2
Admin Phone Sets	27	7

LFUCG Police E911 Center radio consoles are provided by Avtec. Fire and the Airport Dispatch Center (Which is not going to be part of this logging recorder RFP, but is on the same radio system) are in process of upgrading to Avtec consoles. For the purposes of this RFP, the Proposer can assume that the new logging recorder(s) will be interfaced to the Avtec consoles.

The radio consoles also have access and control to a number of conventional resources that require recording:

- A VHF Tornado Siren (One VHF channel using 17 sites)
- EDACS System (5)
- 800 MHz Mutual Aid Channels (6)
- Other bands Fixed stations

## **LFUGG Future Plans for the E-911 Centers**

The current plan is to consolidate the Police and Fire into one center. The new location is at 115 Cisco Rd, Lexington, KY and the current schedule calls for 14 months finish from the interior demolition which is already completed. Phase 1 of the project is for the administrative offices and an Emergency Operation Center (EOC) and Phase 2 will be for the consolidated E-911 center. Phase 2 has not yet been funded.

The vendor's work for the any modification or relocation of the logging recorder to support the transition to the new consolidated center will be an optional service. The RFP is requesting a preliminary quote for the work and outline of a preliminary cutover plans and issues that may be involved. The new 911 Center at 115 Cisco Road will replace the Fire PSAP. The Police PSAP will be designated as the back-up 911 center.

The new center will also be monitoring a number of cameras and the vendor describe the capability of the provided logging recorder for video recording and any additional modifications and cost that may be needed to upgrade the logging recorder.

## **Design Concepts**

The system must be developed in concert with the following:

- System capacity and modular expandability requirements
- Robust system reliability to help maintain system operation during a wide range of adverse conditions which may include but not be limited to tornadoes, industrial accidents, terrorist events, and day-to-day operations
- Maintainability
- Long term useful lifetime
- Short and long-term cost effectiveness, and
- Compliance with FCC rules and regulatory actions that impact a system of this nature.

LFUCG is seeking a full-turnkey solution from qualified firms having substantial experience in the deployment of logging recorder systems.

- Turnkey means that the system is designed, supplied, installed and ready to operate.

At a minimum, the Proposer must provide three references. At least one of these references must be from an end user where they have interfaced with a P25. At least one of the systems installed in the United States or Canada. System cost is a significant concern to LFUCG. After reviewing RFPs, LFUCG may elect to take on certain aspects of the project on its own to reduce costs. A final decision about LFUCG taking on some aspects of the project on its own will not be made until an analysis of the RFPs and proposed costs has been completed.

The contractor shall provide a new computer-based, networked digital logging recorder system with a full geo-redundant backup to be installed at the Police and Fire dispatch locations. The new logging recorder system shall provide the ability to log all radio and telephone traffic in real-time. Both trunking and conventional radio traffic shall be logged by the new recorder. All dispatch console select audio and backup control stations shall also be logged by the new recorder. All call-taker 911 and administrative



telephone traffic shall be logged by the new recorder. The new recorder shall be capable of recording video images from cameras which input is displayed at the dispatch locations. The proposed logging recorder system shall be equipped to archive radio, video and telephony audio traffic to various storage media: internal, redundant hard drive(s), CD-R/W, and/or DVD-R/W devices. The proposed logging recorder system shall store the real-time audio in a variable bit rate, industry-standard, digital format (i.e., WAV, AAC, MP3, AIFF, WMP, etc.) that can easily be transferred over an Ethernet-based computer network for easy playback.

### **Logging Recorder Capacity**

The dispatch console subsystem shall provide logging recorder audio outputs for monitoring and logging dispatcher/radio traffic on a conventional radio channel basis, trunked user group basis, and individual call basis and on an individual operator position basis. All recorder audio modes shall consist of transmit and receive audio for a particular radio channel/user group regardless of selected channel status of operator console. Dispatch console position audio shall consist of the operator's transmit audio and selected receive audio. The recorded audio outputs shall be free of any control and functional tone signals.

A minimum recording capacity of any combination of 300 simultaneous sources of audio (i.e., dispatch console, trunking resources, individual calls, conventional resources, 911 telephone, administrative telephone, ringdowns, etc.) shall be provided. RAID Level 5 (or greater) hard drive storage methodology shall be utilized to provide fault-tolerant audio/data storage. The logging recorder system shall be sized to provide online and immediately accessible storage of at least 15,000 channel-hours before external storage/archival required. This storage threshold must be expandable to higher storage capacities and the supplier shall define storage options and upgrade strategies to enable greater future capacity.

### **Logging Recorder Network Redundancy and Backup**

The new logging recorder shall be equipped with built in redundancy so that no piece of information recorded is lost due to a hardware or software failure, proposers must describe in detail how the redundancy is accomplished. In addition, the system will be equipped with a backup Master Control site, this site shall be a mirror of the primary Master control site including the centralized logging recorder. All information recorded at the primary location shall be recorded at the secondary location simultaneously. The Proposer must explain in detail how this will be accomplished.

The information logged at the primary and backup facilities shall be accessible from any of the management terminals at the different LFUCG PSAPs.

### **Logging Recorder Network**

The new logging recorder system shall be of a client/server architecture that facilitates the access, playback, and transfer of digital audio files across a TCP/IP-over-Ethernet computer network. All of the new lookup/playback workstations shall be networked. LFUCG strongly encourages a design in which the logging recorder subsystem applications co-exist and reside on the same client workstations as the Network Management Subsystem (NMS) (when applicable) workstations to minimize the total number of client workstations. The logging recorder subsystem shall also be designed to facilitate a number of intranet client workstations to access the archived audio through a properly provisioned firewall or security appliance.

The LFUCG requires seven (3) fully-functional logging recorder client lookup/playback workstation(s) and/or software. The three (3) will be provided at the (location(s)) and located at the 911 Director's discretion. At minimum, the fixed logging recorder client playback workstations shall be equipped with 21" flat-screen LCD monitor.

The client workstation requires the comprehensive ability to lookup, playback, and write to transferable media. The LFUCG also requires the ability for up to (10) additional simultaneous LFUCG -intranet users (existing LFUCG computers) to have remote access/lookup/playback functionality through a secure logging recorder gateway. The vendor will provide access at each dispatcher/calltaker location at both PSAP's as well for instant recall functionality. The vendor shall clearly delineate the time period that dispatcher/calltaker locations can instantly replay recent transmissions/calls.

All spare equipment shall be uniquely noted and itemized by line item unit independent of the primary system/pricing matrices. The submitter shall propose optional incremental expansion of recorder audio outputs and simultaneous recording capacity in the design proposal. The supplier will provide a detailed explanation of the incremental expansion proposed. The cost of the incremental expansion shall be for a turnkey installation. The supplier shall be responsible for fully testing and configuring all spare equipment for any of the proposed subsystems.

The new logging recorder will be a component of the existing Cassidian COR P25 radio network. The logging recorder shall be fully integrated with the existing Solarwinds SNMP Manager web-based application.

### **Logging Recorder Features and Performance Requirements**

The following list represents the minimum functionality, performance, and quality requirements that shall be included in the logging recorder system. The list is not necessarily totally inclusive of all requirements since the supplier may offer additional functionality in its standard logging recorder offering. The following section briefly defines the required functionality, performance, and quality of the specific requirements in this list:

- High quality, reliability, and availability to meet 24/7/365 continuous duty public safety dispatch standards (e.g. redundant power supplies, redundant processors, etc.)
- Meets or exceeds all FCC, EIA/TIA, IEEE, NFPA and APCO standards
- Conform to local PSTN requirements as necessary
- State-of-the-art design with distributed processing and multi-tasking capability
- Redundant and fault-tolerant configuration/network server(s) with mirrored databases
- Capability for any combination of client workstations to access the logging recorder simultaneously for real-time monitoring or historical playback
- Access workstations capable of running Microsoft Windows-based operating system and archiving to CD-R/W or DVD-R/W
- Multiple search and playback techniques: console position, subscriber/console unit ID and/or alias, emergency call, talkgroup, multigroup/announcement group, individual call, telephone interconnect call, encrypted call (as required), time/date, call length, channel resource, site resource, ANI/ALI data, annotations, etc.
- Capability to package a group of independent, specific calls into a consolidated call sequence for documenting/describing a situation or event
- Capability to activate data compression to maximize data storage

- Redundant internal/mirrored hard drives or suitable automatic backup scheme to prevent loss of data
- System notification to user and network administrator that storage threshold close to being exceeded to prompt permanent archiving
- FIFO overwrite when storage threshold exceeded
- VOX-activation and/or ability to set audio level threshold for recorder activation to tailor recording style per channel/track
- Redundant 120 VAC/60 Hz power supplies for all common and core equipment
- Synchronized to master system clock
- Capable of logging any combination of system talkgroups and conventional resources per the ultimate system fleetmap
- Capability to annotate specific calls and/or call sequences using free text
- Capability to lookup call annotations for specific calls and/or call sequences
- Capability to add audible time/date stamping using a pre-recorded voice watermark
- User-friendly, field-reconfigurable independent GUI interface(s) for each lookup/playback position
- Password-protectable lookup/playback positions with comprehensive event log to note specific authorized user time/date usage
- Full interoperability between IP-based, digital trunked and conventional subsystems.
- **Vendor to describe capability to encrypt all or certain calls, such as medical calls, particularly when data is at rest.**

### **Logging Recorder Interfaces**

The proposed logging recorder system shall provide the necessary radio and telephone interfaces to concatenate comprehensive call processing data (both radio and telephone) with the specific audio calls. Time synchronization of the logging recorder system with the master system clock and the telephone system is required so that all call sequences can reliably and accurately be reconstructed. The logging recorder system shall be equipped to receive real-time call processing data from the radio communications system and the 911 telephone system for advanced call lookup/playback functionality based on lookup criteria such as: talkgroup, channel, time, date, call length, radio/console unit ID, radio/console alias, specific call type, assigned network resources, annotations, ANI/ALI information, etc.

Logging recorder audio demarcations from the radio and telephone networks shall be made at the PSAP equipment rooms via wall-mounted or rack-mounted punchblocks. The supplier shall provide all necessary logging recorder cabling and connectors to/from the demarcation punchblocks. The supplier shall provide all necessary radio communications system cabling and connectors to/from the demarcation punchblocks. LFUCG will provide all necessary telephone cabling to/from the demarcation punchblocks. The supplier shall provide all surge suppression, grounding leads, and connectors/lugs of sufficient gauge to properly bond all logging recorder equipment to the single point grounding system.

### **Logging Recorder Management/User Partitioning**

The logging recorder subsystem shall support multiple levels of access that are protected in a manner allowing users to control, monitor and use software applications that have been partitioned and provisioned for specific use by the end-user. The supplier shall provide a detailed description of this capability by defining the levels of partitioning and security, total number of end-users, the total number of simultaneous users with independent views, and the method used to achieve this requirement.

End-users shall be located at different locations such as dispatch centers, offices, maintenance facilities, and other remote sites. Therefore, this user partitioning feature must be provided to remote locations in order to allow restricted access to the overall radio network. User functionality and passwords must be configurable through a network administrator/superuser (root level) login. Superuser (root level) login and password must be re-configurable in the event of a network security breach. The logging recorder subsystem shall provide the administrative functionality to disable in real-time specific client workstation(s) and user login(s) as necessary in the event of malicious or unwanted activity.

### **Time Synchronization**

The proposed logging recorder subsystem shall be time synchronized using a common timing reference scheme for the entire network (i.e., GPS, NTP, WWVB, etc.). All call transactions and network alarm events shall be time/date stamped with the master system clock for accurate logging recorder call archiving. Any logging recorder internal status/error logging capability shall be synchronized to the same master system clock for accurate diagnostic and troubleshooting and correlation to NMS alarm data information. In the event of master clock failure, the logging recorder subsystem shall provide a free-running clock which is originally disciplined from the master system clocking reference. The supplier shall define the time synchronization methodology for the proposed logging recorder subsystem.

### **Equipment Housing**

The logging recorder common equipment, for both sites, shall be permanently housed in an EIA/TIA standard 19"-wide steel relay rack or 19"-wide stationary steel cabinet at the Fire PSAP and Police PSAPS. All logging recorder equipment shall provide a grounding lug or connection that facilitates a single point grounding methodology within each PSAP. The logging recorder equipment shall provide front and rear access for cabling and service purposes. Power, audio, and data cabling interfaces to/from the logging recorder shall be supported from above using either overhead/aerial cable tray or from underneath via computer flooring.

### **Logging Recorder Outputs**

Proposer shall provide a fully operational and functional recording capability as part of this contract.

The Avtec Dispatch Consoles shall be provided with logging recorder audio outputs for monitoring and logging telecommunications officer/radio traffic on a conventional radio channel basis, trunked user group basis, and private call basis and on an operator position basis. All recorder audio modes shall consist of transmit and receive audio for a particular radio channel/user group regardless of selected channel status of operator console. Operator position audio shall consist of the operator's transmit audio and selected receive audio. The recorded audio outputs shall be free of any control and function tone signals. A minimum of 600 trunked talkgroup audio outputs, 60 conventional channel audio outputs, and 100 phone line interface audio outputs shall be provided.

Proposer shall propose optional incremental expansion of recorder audio outputs in their design proposal.

## **Installation/Implementation**

Proposer shall provide an implementation schedule to LFUCG to include full integration with the existing Cassidian COR P25, legacy radio, Plant/CML 9-1-1, and LFUCG administrative telephone systems. When the Division of Enhanced 911 moves to its new dispatch center at 115 Cisco Road, in approximately 14 months, the customer premise equipment will change from Plant/CML 9-1-1 Sentinel to Solacom Guardian. Vendors shall indicate if their product offering is compatible with Solacom and whether migration from Plant/CML to Solacom impacts cost.

## **Logging Recorder Design Information and Documentation**

The Proposer shall provide the following logging recorder subsystem design information and documentation details based upon LFUCG requirements and specifications:

- System Functional Block Diagrams
- Network Topology with Proposed Connectivity (LAN/WAN)
- Network Traffic Baseline/Utilization Baseline
- System License Matrix/Structure
- Equipment Layouts and Physical Dimensions
- Equipment Electrical and HVAC Requirements.

## **Logging Recorder Optional Features**

The Proposer shall provide a detailed list and explanation of optional features for the logging recorder subsystem that can be supplied for review and understanding.

## **Detailed Cutover Plan**

A detailed transition and cutover plan is required thirty days after the start of the contract.

### **Proposer's Responsibilities:**

- Proposer will present a cutover plan for the LFUCG's approval.
- Plan shall cover proposed cutover timeline.
- Plan shall include LFUCG's requirement for accessing their existing logging recorder for at least 90 days. Both existing and the proposed new logging recorder(s) will be operating in parallel during this window.
- Plan shall cover procedures, Dispatch center/workstation migration, and fall back plan.

### **LFUCG Responsibilities:**

- Attend cutover meeting and approve the cutover plan.

### **Completion Criteria:**

- Finalize the agreed cutover plan with LFUCG.

### **Dispatch Console and Logging Recorder Operator's Instruction Tutorial**

A customized logging recorder operator's instruction tutorial with associated embedded video demonstrations shall be clearly written and illustrated to instruct dispatch personnel in the proper use of all provisioned features available for the logging recorder and their consoles. LFUCG-specific drawings and/or photographs shall show the location of all operator controls and tools. This manual shall be provided in addition to all other installation and training manuals furnished.

A quantity of two (2) logging recorder operator's instruction tutorials shall be furnished. These instruction books shall be provided in both original file format (e.g., MS-Word, PowerPoint, Visio, Macromedia, etc.) and in \*.PDF (Portable Document Format) format to be readable with the Adobe Acrobat Reader software. Eight (8) DVD-ROM copies and eight (8) paper hard copies shall be supplied at least one month prior to individual dispatcher training. There shall be no copy restrictions or licensing requirements for information provided as a system reference or used for training purposes.

### **Installation and Maintenance Manuals**

The installation and maintenance manuals shall be clearly written and illustrated to instruct a radio technician skilled in the trade to unpack, assemble, and interconnect the various system components to prepare the system for operation. All base station site/console interconnect wiring, console and auxiliary function wiring shall be customized and included as part of this manual and its attachments.

The maintenance manual shall be written and illustrated such that a radio technician skilled in the trade can service any portion of the system to the component level, if desired. The manual shall include the theory of design for each unit, a schematic diagram of each assembly, assembly drawings of each circuit board, detailed part numbers where applicable, the description of each component used and the name and part number of the original component manufacturer to facilitate locating parts locally. The manual and its attachments shall include complete system configuration data, programming data, and customized as-built drawings. Where applicable, such information also shall be supplied for any items furnished as part of the system but not manufactured by the Proposer. A quantity of three (3) installation/maintenance manuals shall be furnished in complete, bound paper format and three (3) in CD-ROM electronic format. These instruction books shall be available in a \*.PDF (Portable Document Format) format to be read with the Adobe Acrobat Reader software. There shall be no restrictions or licensing requirements for information provided as reference or used for training purposes.

The logging recorder manufacturer (if other than the Proposer) shall maintain a complete set of original, customized LFUCG reference documentation for the system, to be supplied upon request as individual replacement sheets or complete replacement manuals. The manufacturer shall certify that this support will be available.

Prior to system acceptance and subject to field review, the Proposer shall provide customized "As-Built" drawings for the logging recorder subsystem equipment supplied in response to this specification. Three (3) sets of documents with reproducible drawings shall be supplied. There (3) CD-ROM copies shall be supplied with all as-built files provided in both original file format (e.g., MS-

Word, Excel, Visio, AutoCAD, etc.) and in \*.PDF format (Portable Document Format). There shall be no restrictions or licensing requirements for information provided as reference or used for training.

### **Operational, Technical and User Training**

The Proposer shall fully describe all proposed and available training courses. This shall include, at a minimum, classroom style instruction, operational style classes, a detailed training plan, description of available training material, resume of potential course instructors and a customer reference list of trained personnel (to include: names, telephone numbers, company, and system description).

The Proposer shall train LFUCG employees, LFUCG contractors, and LFUCG designees. The training shall include Logging recorder configuration and management. The Proposer shall permit videotaping of training sessions for use within the LFUCG for re-fresher training. All written and presentation training materials shall become property of LFUCG.

### **Field Acceptance Testing**

At the time that all equipment and subsystems are functioning as designed in the field, LFUCG shall inspect and witness the testing of the equipment as it is field-installed, cabled, tested, and burned-in per the agreed-upon field acceptance ATP. If the field ATP fails to meet LFUCG's expectations, another date for re-testing and customer witness shall be set to repeat the event solely at the Proposer's expense which includes all logistical costs to reproduce the field ATP. The LFUCG's team and system Proposer's representatives shall conduct these acceptance tests and inspections as defined.

The results of the tests and the associated punch list of outstanding items to be completed or re-tested shall be signed by both parties and forwarded to the LFUCG for review and acceptance. The outstanding items shall be resolved within seven (7) business days and these items shall be re-tested at no additional expense to the LFUCG. If the outstanding items have an effect on other previously performed tests, then re-testing of those tests also shall be included. Final acceptance of each individual subsystem shall include, but not be limited to, the list of tests and inspections contained in the following sections.

The acceptance testing for all systems shall consist of a series of tests, inspections, and verifications that demonstrate the functionality of the system provided and as specified in this document. The ATP shall cover all field testing procedures and those inspections that shall be made in order to show Proposer compliance to the solicitation specifications as well as define each and every required subsystem interface.

All system equipment that comprises the proposed network shall be configured and installed in a manner conducive of testing hardware and software prior to beginning the field ATP. All optimization procedures shall be executed prior to conducting the field ATP and the final as-built documentation shall be complete and ready for LFUCG review.

### **Warranty Maintenance and System Support**

The Proposer guarantees that all equipment supplied pursuant to this solicitation will be new and of first quality throughout. The Proposer shall warrant that the System shall be free of Errors and

Bugs. The system warranty shall commence on the day that the LFUCG grants final system acceptance. The Vendor shall provide the Services specified in Maintenance.

All items (material and labor) shall be warranted for a minimum of one (1) year after the date of final system acceptance, unless otherwise specified in the specification. This warranty shall include repair or advanced replacement of any defective equipment, system, subsystem, hardware and/or software which becomes defective through normal wear and usage or is deemed as such between the LFUCG and the Proposer.

When parts under warranty are replaced, the LFUCG requires that the replacement part also be new and not factory-refurbished. The Proposer shall fully integrate and test all spare parts prior to final system acceptance. No replacement parts shall be integrated that provide less functionality or diminished capacity than the original equipment to be replaced. A new twelve-month warranty period should begin when a new part is installed as a replacement to a defective part under warranty. All warranty and maintenance issues shall be tracked by the Proposer and its service organization using an electronic database that the LFUCG can query at any time.

Proposer support is defined as the ability of the Proposer to remedy to LFUCG satisfaction any hardware and/or software problem with any equipment and services provided as part of this offering. Proposer support shall take the form of a 24x7x365 technical support hotline, two-hour on-site response time, advanced board replacement, product engineering, field service technicians, and field engineering. Proposer support also requires the Proposer to be able to provide new and/or equivalent spare/replacement hardware and software equipment for the proposed offering for not less than four (4) years from the date of final system acceptance. Equivalent spare/replacement hardware and software provided during the entire support timeframe shall not necessitate any platform upgrade or subsystem reconfiguration.

### **System Software and Hardware Warranty**

The equipment supplied pursuant to this solicitation and any subsequent agreement is warranted by the Proposer to be free from defects in materials, workmanship and otherwise for one year from final acceptance of the proposed system unless otherwise provided in this solicitation and any subsequent agreement.

The Proposer shall warrant that the system and each component of the system shall perform in strict accordance with the requirements of this solicitation and any subsequent agreement and shall be completely free of system defects, including latent defects for at least one year after the date of final system acceptance. Unless otherwise provided herein, all equipment shall be warranted for a period of one year after the date of final system acceptance. The warranty period for non-Proposer manufactured equipment is as specified by its manufacturer, but not less than one year after the date of final system acceptance. The Proposer maintains sole responsibility for settling and coordinating all warranty issues with OEM Proposers on behalf of LFUCG throughout the entire warranty and maintenance period.

The proposed system release/platform being offered shall not be the last of its type or version with regard to future software and hardware compatibility. The next software release compatible with the system shall not require new hardware to support the existing functions of the system. In the event that parallel system software development has been undertaken by the Proposer, and the software release in LFUCG's system is abandoned (no further development or support) or obsoleted, the Proposer shall completely upgrade LFUCG's system to the surviving software release at no expense to LFUCG.



At no additional cost to LFUCG, the Proposer shall provide and completely integrate all hardware, firmware, software releases or patches that are required to correct any latent functionality or software defect that may exist in the proposed system (including system failures resulting from software problems, functionality fixes, and software upgrades to LFUCG's system), for a four (4) year period from the date of final system acceptance. This responsibility is to include any upgrades to fixed network equipment, and system management systems. For the life of the contract and the contract maintenance period, the Proposer shall provide, at a minimum, the opportunity to refresh software for all system equipment on a semi-annual basis to take advantage of enhancements and defect resolutions.

In the event a defect is found in another customer or field system that utilizes the same or similar release as LFUCG's system, the Proposer shall notify and advise LFUCG of the defect and when a new hardware, firmware, software release or patch will be available to correct the problem. At such time, LFUCG shall decide whether it will require an upgrade prior to observing the defect. Notification should occur regardless of whether LFUCG is currently affected by this defect. The Proposer shall be responsible for providing monthly product quality bulletins for all Proposer and OEM equipment and software contained in the proposed network in electronic fashion to LFUCG Project Manager and System Manager during the course of system implementation and the entirety of the warranty and contract maintenance phases.

The software release in LFUCG's system at the time of final system acceptance shall be the latest version available at the time of shipment from the Proposer's development and manufacturing facility. The Proposer assumes responsibility for all equipment and services to implement the latest system equipment software versions prior to final system acceptance. Under all warranties provided, all parts shall be replaced free of charge including labor. The Proposer may replace equipment, software or components rather than repair them, at the Proposer's option.

Whenever defective work (and damage resulting from such a remedy) has been corrected, removed, or replaced under warranty, the warranty period with respect to such defective work shall be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

### **Equipment Support**

The Proposer shall warrant support in the form of replacement parts for all system hardware and software equipment for four (4) years from the last date of manufacture of the product. The Proposer shall use commercially-reasonable efforts to identify and to obtain replacement parts to meet or exceed LFUCG's specific maintainability requirements. The Proposer shall electronically issue all product cancellation notices to LFUCG Project Manager and System Manager throughout the entire system implementation and maintenance periods. The Proposer shall provide product cancellation notices within two weeks of the official announcement. These cancellation notices serve the basis for the four (4) year support guarantee. The Proposer is responsible throughout the project implementation and contract maintenance period for remedying and re-designing, at no cost to LFUCG, any system design affected by the cancellation of equipment or software which reduces the four (4) year product support guarantee. Prior to final system acceptance, no equipment or software shall be included with the system offering that has been identified or announced for cancellation.

### **Spare Parts Inventory**

The cost for replacement parts shall be quoted as part of the Proposer's proposal. Parts pricing shall be in the form of a standard discount off of the OEM or Proposer's list price equivalent to those provided to dealers or Proposer-authorized service shops. This discount level shall be part of the attached pricing sheets. The Proposer also shall provide a comprehensive pricing matrix or book defining the OEM and Proposer list prices for all relevant hardware and software for the proposed system platform. This comprehensive pricing matrix shall serve as the definitive ordering guide for all future system equipment purchases. The parts pricing level shall remain intact for a period not less than four years following final system acceptance.

Spare parts required for this system shall include sufficient parts, modules and components to restore the system to full redundancy during a system or subsystem failure. The Proposer shall fully integrate and test all spare parts prior to final system acceptance. When not specifically addressed in this specification, the Proposer shall recommend and price accordingly the spares necessary to maintain the required availability levels for the various subsystems.

### **Warranty Maintenance Performance Levels**

The Proposer shall provide all labor, parts, tools, and test equipment required for the maintenance of the system through the warranty period and any extensions thereof covered by a contracted maintenance agreement. The Proposer shall provide a recommended system management plan (personnel and location) to ensure operational efficiency, monitoring, and control. The Proposer also shall provide information regarding key personnel; training/specialization; number of personnel; equipment required for analysis and troubleshooting; optimization; and schedules for preventive maintenance.

The Proposer shall propose a yearly maintenance program for 3 years and to commence after the conclusion of the system warranty period. This maintenance plan shall include parts and labor; 24/7/365 infrastructure support; 2-hour on site response for severity one issues; 4 hour response for severity two issues; depot-level board repair; analysis, and annual preventive maintenance.

<b>Severity Level</b>	<b>Problem Types</b>
Severity 1	Response is provided continuously <ul style="list-style-type: none"><li>- Major System failure</li><li>- Issues and problems that jeopardize or degrade any part of the System.</li><li>- This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.</li></ul>

Severity 2	Response during Standard Business Day <ul style="list-style-type: none"> <li>- Significant System Impairment not to exceed 33% of system down</li> <li>- System problems presently being monitored</li> <li>- This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective</li> </ul>
Severity 3	Response during Standard Business Day <ul style="list-style-type: none"> <li>- Intermittent system issues</li> <li>- Information questions</li> <li>- Upgrades/Preventative maintenance</li> <li>- This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</li> </ul>

Proposals shall provide a complete description of the intended preventive maintenance methodology and shall specify the frequency of preventive maintenance required for all proposed equipment and systems. Preventive maintenance shall be performed according to a schedule that is mutually acceptable to LFUCG and the Proposer. The Proposer shall include in its proposal an example of an actual, completed preventive maintenance regimen representative of what will be provided with the proposed system and corresponding maintenance phases. The schedule shall be consistent with the operation requirements of LFUCG and shall be based upon the specific needs of the equipment being maintained.

The Proposer shall include in its proposal a description of any remote administration and maintenance service arrangements that will be provided with the proposed system. The qualifications and individual resumes (noting years of experience, training, schooling/degree, customer references, etc.) of all proposed maintenance service provider staff shall be provided in the Proposer's proposal response. All service providers may be required to submit to routine background investigations conducted by LFUCG to ensure system integrity in concert with security policies and initiatives. In the pricing response, the Proposer shall quote the annual costs for comprehensive, turnkey system maintenance for all proposed equipment for a period of three (3) years following final system acceptance noting all available discounts, incentives, and economies of scale. The Proposer also shall include a standard contractual service agreement and associated comprehensive, detailed statement of work with the maintenance quotation.

**Maintenance Documentation**

The Proposer shall furnish to LFUCG a sufficient number of equipment and maintenance manuals and customized system drawings of commercial standard with sufficient information included therein so that an average technician or engineer with basic electronic knowledge and experience, but unfamiliar with the system, will be able to define its operations and perform corrective and

preventive maintenance. The manuals shall note in detail any special circuitry, special wiring, special interfacing, special tools/instruments and custom or non-standard procedures required to operate, maintain, and install any of the equipment furnished under this solicitation and any resulting agreement. All documentation shall be specifically applicable and customized to the system, except documentation for standard issue equipment which may be standard issue documentation. The Proposer shall warrant that any inability of County or subcontracted technicians or engineers to perform corrective and preventive maintenance on the scheme caused in whole or in part by the Proposer's failure to provide accurate or sufficient information in provided manuals will cause the Proposer to be liable for damage if such failure results in damage to or interruption of the system.

### **Maintenance Cost Savings**

Vendor shall propose optional cost savings, where applicable, including inclusion of first level of maintenance by LFUCC's trained technical personnel. The Proposer shall fully describe the proposed option and resulting cost savings as applicable.

### **Selection Criteria**

1. Estimated Cost of Services. 15 points
2. Specialized experienced and technical competence of the person or firm (including a joint venture or association) with the type of service required. 20 points
3. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 15 points
4. Character, integrity, reputation, judgment, experience and efficiency of the person or firm. 15 points
5. Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. 10 points
6. Familiarity with the details of the project. 20 points
7. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 5 points



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## EXHIBIT B

### Table of Contents:

<b>Tab 1:</b>	<b>General Provisions</b>
<b>Tab 2:</b>	<b>Proposal</b> AK Associates Executive Summary Exacom G2 Hindsight Proposal Point by Point Response
<b>Tab 3:</b>	<b>Pricing</b> Project Pricing Replacement Part Matrix
<b>Tab 4:</b>	<b>Additional Documents</b> References Addendums Resumes

## Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor  
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859) 258-3320

*Kraus Associates, Inc. d/b/a AK Associates, is certified as a woman owned business enterprise in its state of incorporation, Florida. AK Associates is a small business with less than 50 employees. It does not currently have an affirmative action procedure in place, but is an Equal Opportunity Employer. In addition, AK Associates will not be using any subcontractors in the installation and on-going maintenance of the proposed system, therefore 100 percent of the contract will be completed by a WBE. Please find the attached WBE Certification.*

*Handwritten signature*

*Handwritten text: Women & Florida Governor*

**Kraus Associates, Inc.**

*Handwritten text: 10000...*

01/08/2014

01/08/2016

*Craig Nichols*  
Director of Procurement  
Kraus Associates, Inc.



**AFFIDAVIT**

Comes the Affiant, Julie Chase, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Julie Chase and he/she is the individual submitting the proposal or is the authorized representative of Kraus Associates, Inc. d/b/a AK Associates, the entity submitting the proposal (hereinafter referred to as "Proposer").
  
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal 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. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
  
4. Proposer 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. Proposer 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 Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
  
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**



7. Proposer 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.

Julie Chase

STATE OF New Hampshire

COUNTY OF Rockingham

The foregoing instrument was subscribed, sworn to and acknowledged before me by Barbara A. Coocannon on this the 23 day of January, ~~2014~~ 2015

My Commission expires: 3/7/17

New Hampshire  
NOTARY PUBLIC, STATE AT LARGE

## 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.*

Julie Chase  
Signature

Kreus Associates Inc d/b/a AK Associates  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Kraus Associates, Inc. d/b/a AK Associates

Date: 01 / 23 / 15

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	6	3	3							3	3
Professionals	0										
Superintendents	2	1						1		1	1
Supervisors	9	9									
Foremen	0										
Technicians	28	24	3					1		24	4
Protective Service	0										
Para-Professionals	0										
Office/Clerical	4	2	2							2	2
Skilled Craft	0										
Service/Maintenance	0										
<b>Total:</b>	<b>49</b>	<b>39</b>	<b>8</b>					<b>2</b>		<b>39</b>	<b>10</b>

Prepared by: Julie Chase, VP Sales & Marketing  
Name & Title

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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

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

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street – Room 338  
Lexington, Kentucky 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)

Firm Submitting Proposal: Kraws Associates, Inc. d/b/a AK Associates

Complete Address: 326 Porta Rosa Cir, St. Augustine, FL 32092  
Street City Zip

Contact Name: Julie Chase Title: VP Sales & Marketing

Telephone Number: (603) 432-5755 Fax Number: (603) 432-0900

Email address: jchase@akassociates911.com



**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 65-2014

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Kraus Associates, Inc. d/b/a AK Associates (Prime Contractor)	Purchase, install, & maintain logging recorder	\$341,780.40	100%
2.			
3.			
4.			

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

Kraus Associates

Company

1/23/15

Date

Julie Chase

Company Representative

VP Sales & Marketing

Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 65-2014

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

Company Name	<u>Kraus Associates, Inc</u>	Contact Person	<u>Julie Chase</u>
Address/Phone/Email	<u>326 Ponia Rosa Circle, St. Augustine, FL 32042</u> <u>(850) 860-8473, jchase@kkausassociates911.com</u>	Bid Package / Bid Date	<u>Due 1/26/15</u>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
<u>Kraus Associates, Inc</u>	<u>Julie Chase</u>	<u>603-432-5755</u>	<u>RFP Release</u>	<u>Purchase &amp; installation &amp; Maintenance of Logging Recorder</u>	<u>N/A</u>	<u>\$341,780.40</u>	<u>Female</u>

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

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

Kraus Associates, Inc  
Company

Julie Chase  
Company Representative

1/23/15  
Date

VP Sales & Marketing  
Title



## 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 MWDBE 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 #** 65-2014

**Total Contract Amount Awarded to Prime Contractor for this Project** \$341,780.40

<b>Project Name/ Contract #</b> <u>Logging Recorder</u>	<b>Work Period/ From:</b> <u>Unknown</u> <b>To:</b>
<b>Company Name:</b> <u>Kraus Associates, Inc.</u>	<b>Address:</b> <u>346 Porta Rosa Cir, St Augustine, FL</u>
<b>Federal Tax ID:</b> <u>02-0529836</u>	<b>Contact Person:</b> <u>Julie Chase</u>

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
Prime WBE Contractor Kraus Associates	Install & maintain Logging Recorder	100% of contract to Prime WBE	100%	N/A	N/A	TBP	T.B.D

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.

Kraus Associates, Inc  
Company

1/23/15  
Date

Julie Chase  
Company Representative

VP Sales & Marketing  
Title



**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFP/Quote # 65-2014

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

- \_\_\_\_\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- \_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package
- \_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- \_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- \_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- \_\_\_\_\_ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- \_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- \_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- \_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

\_\_\_\_\_ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

\_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

\_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

\_\_\_\_\_ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

X Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Kraus Associates, Inc.  
Company

Julie Chase  
Company Representative

1/23/15  
Date

VP Sales & Marketing  
Title

## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, 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 a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent 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 proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, 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 proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent 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 Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, 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 this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent 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 Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, 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 contractor shall not assign or subcontract any portion of the Contract 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 Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This 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 Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent 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 Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this 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.

Julie Chase  
Signature

1/23/15  
Date



*Where Technology, Creativity and Quality Service Meet*

### **Insurance Variations/Clarifications**

- For Commercial Automobile Liability, the policy has form AA101 rather than CA 0001. The forms on this policy are NH forms.
- Professional Liability coverage is 2 million per claim/aggregate
- AK Associates does have a Professional Liability Policy, however it is separate from the General Liability Policy
- Insurance Policies are renewed in annual increments
- AK Associates does not have a medical malpractice policy, however it does not operate in any medical field, therefore is N/A.
- AK Associates GL policy can adhere to the 30 day notice requirement.

**\*\*\*If LFUCG would like to see insurance documentation prior to Bid Award it will be furnished upon request.**





*Where Technology, Creativity and Quality Service Meet*

## **Executive Summary**

Kraus Associates, Inc. d/b/a AK Associates is a full 9-1-1 service provider. Our company provides its customers with various services including: installation, maintenance, project management and other professional services. At AK Associates 9-1-1 is our focus. We take pride in creating customized solutions to fit the unique needs of our customers. While our solutions are state of the art, our customer service is of the highest quality.

AK Associates already has a long standing contract with LFUCG and currently maintains the current 911 system. Under this contract, AK Associates is willing to pick up the tier 1 maintenance/support of the proposed Exacom recording system at no additional cost.

AK Associates has a great presence in the State of Kentucky and has the expertise in all facets of 9-1-1, maintaining everything from CPE to logging recorders. Our local technicians ensure that our customers receive prompt and quality service. AK Associates is proposing an Exacom Hindsight-G2 Geo-Redundant P-25-NG911 logging recorder. We have performed numerous installations of Exacom systems all over the United States. AK Associates' expertise, experience, and desire to provide the highest quality service, will provide LFUCG with not only a top notch solution, but the best ongoing support moving forward.



# Lexington-Fayette Urban County Government Request For Proposal

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## Lexington-Fayette Urban County Government Logging Recorder for Police and Fire

### **General System Overview**

Lexington-Fayette County Urban Government (LFUCG) is looking to replace the recorder used currently by the Divisions of Police & Fire.

*Response: Understood*

As this new system will be a shared LFUCG resource, interoperability with other agencies identified in these requirements must also be supported by the Cassidian<sup>1</sup> COR P25 radio system.

*Response: Understood*

Any requirements or specifications in this RFP that refer to or describe proprietary equipment, processes and/or technologies are incidental and not intentional.

*Response: Understood*

All project components and equipment shall be designed and installed to appropriate seismic standards.

*Response: Understood*

The successful vendor will be expected to install, train dispatch employees, perform periodic software upgrades, remote performance monitoring, and long-term maintenance support for the System. The requirements of this RFP presume a complete turnkey Digital Voice Logging Recorder reflective of current industry standards.

*Response: Understood*

### **WebEx Demonstration**

Each proposer will be requested to provide demonstration of their product via a web conference service such as Webex. The Vendor will provide the link to the web conference. The allotted time for each Proposer will be one (1) hour. The product demonstration can take up to 45 minutes. The remainder of the time will be allocated for follow up questions from the LFUCG selection committee and end users.

*Response: Understood*

## **Cassidian COR<sup>P25</sup> System**

LFUCG currently operates a 4-site, 9 channel, 800 MHz P25 Phase 1 trunked system and accesses and supports a Multicast, 4-channel, single site, 800 MHz P25 Phase 1 for the Blue Grass Airport (BGA). The FCC Call Sign for the P25 system is WQRM468.

*Response: Understood*

The P25 system communicates with fireground and university networks operating on 800 MHz EDACS trunked system.

*Response: Understood*

The main switch for the COR<sup>P25</sup> is located at one of the simulcast sites (WLEX, 1065 RUSSELL CAVE ROAD, Lexington, KY). The backup switch is located at the Police headquarters (150 E Main Street, Lexington, KY 40507).

*Response: Understood*

LFUCG is also considering adding the Airport Site into the simulcast system resulting into a single 13 channel wide-area simulcast system. For the purpose of simultaneous recording of the radio system, the vendor shall incorporate the worst case scenario.

*Response: Understood*

*Hindsight-G2 supports Airbus certified IP level integration with the Airbus-Vesta P25 Trunked Radio System, for Phase-1 (IMBE) and Phase-2 (+AMBE+2), and both AES/DES Encryption with support for KFD, KMF and OTAR.*

<sup>1</sup> Cassidian Communications changed its name to Airbus DS Communications.

## LFUCGE-911 Centers

The Lexington Fayette Urban County Government Division of Enhanced 911 operates two E-911 centers, one for the Lexington Police Department (150 E Main Street, Lexington, KY 40507) and the other for the Lexington Fire Department (219 E. Third St., Lexington, KY 40508). All 911 calls are routed first to a calltaker at the Division of Police PSAP who then determines if the matter should be handled by the police, the fire department, or both working together. If the call is a police matter, the calltaker passes the information to a police dispatcher who sends the appropriate units. If the call is a fire, hazardous materials call, rescue or medical emergency, the calltaker passes the call to the fire department dispatch center where the call is handled. Units are dispatched as per pre-established protocols and if necessary the dispatcher will provide medical assistance to the caller until the response units arrive.

*Response: Understood*

The information on the two dispatch centers is summarized in the table below:

Description	Police E-911 Center	Fire Dispatch center
Is this location a Primary PSAP or Secondary PSAP	Primary	Secondary
Radio Positions	10	7
911 Workstations	17	7
T1 Digital Trunk Lines	39	19
Ring-Down Lines	2	2
Admin Phone Sets	27	7

LFUCG Police E911 Center radio consoles are provided by Avtec. Fire and the Airport Dispatch Center

(Which is not going to be part of this logging recorder RFP, but is on the same radio system) are in process of upgrading to Avtec consoles. For the purposes of this RFP, the Proposer can assume that the new logging recorder(s) will be interfaced to the Avtec consoles. *Response: Understood*

The radio consoles also have access and control to a number of conventional resources that require recording:

- A VHF Tornado Siren (One VHF channel using 17 sites)
- EDACS System (5)
- 800 MHz Mutual Aid Channels (6)
- Other bands Fixed stations

*Response: Understood*

## **LFUCG Future Plans for the E-911 Centers**

The current plan is to consolidate the Police and Fire into one center. The new location is at 115 Cisco Rd, Lexington, KY and the current schedule calls for 14 months finish from the interior demolition which is already completed. Phase 1 of the project is for the administrative offices and an Emergency Operation Center (EOC) and Phase 2 will be for the consolidated E-911 center. Phase 2 has not yet been funded.

*Response: Understood*

The vendor's work for the any modification or relocation of the logging recorder to support the transition to the new consolidated center will be an optional service. The RFP is requesting a preliminary quote for the work and outline of a preliminary cutover plans and issues that may be involved. The new 911 Center at 115 Cisco Road will replace the Fire PSAP. The Police PSAP will be designated as the back-up 911 center.

*Response: Understood*

The new center will also be monitoring a number of cameras and the vendor describe the capability of the provided logging recorder for video recording and any additional modifications and cost that may be needed to upgrade the logging recorder.

*Response: Understood, Comply*

*The Hindsight-G2 Recording System supports Audio, Video and Data recording in one system.*

*A price quotation for video recording will be submitted pending availability of detailed requirements/specifications; number of cameras, type of cameras (IP-H264 etc...), video storage requirements, and access requirements, etc...*

## **Design Concepts**

The system must be developed in concert with the following:

- System capacity and modular expandability requirements
- Robust system reliability to help maintain system operation during a wide range of adverse conditions which may include but not be limited to tornadoes, industrial accidents, terrorist events, and day-to-day operations
- Maintainability
- Long term useful lifetime
- Short and long-term cost effectiveness, and
- Compliance with FCC rules and regulatory actions that impact a system of this nature.

LFUCG is seeking a full-turnkey solution from qualified firms having substantial experience in the deployment of logging recorder systems.

- Turnkey means that the system is designed, supplied, installed and ready to operate.

*Response: Understood, Comply*

At a minimum, the Proposer must provide three references. At least one of these references must be from an end user where they have interfaced with a P25. At least one of the systems installed in the United States or Canada. System cost is a significant concern to LFUCG. After reviewing RFPs, LFUCG may elect to take on certain aspects of the project on its own to reduce costs. A final decision about LFUCG taking on some aspects of the project on its own will not be made until an analysis of the RFPs and proposed costs has been completed.

*Response: Understood, Comply  
Please see attached references sheet*

The contractor shall provide a new computer-based, networked digital logging recorder system with a full geo-redundant backup to be installed at the Police and Fire dispatch locations. The new logging recorder system shall provide the ability to log all radio and telephone traffic in real-time. Both trunking and conventional radio traffic shall be logged by the new recorder. All dispatch console select audio and backup control stations shall also be logged by the new recorder. All call-taker 911 and administrative

telephone traffic shall be logged by the new recorder. The new recorder shall be capable of recording video images from cameras which input is displayed at the dispatch locations. The proposed logging recorder system shall be equipped to archive radio, video and telephony audio traffic to various storage media: internal, redundant hard drive(s), CD-R/W, and/or DVD-R/W devices. The proposed logging recorder system shall store the real-time audio in a variable bit rate, industry-standard, digital format (i.e., WAV, AAC, MP3, AIFF, WMP, etc.) that can easily be transferred over an Ethernet-based computer network for easy playback.

*Response: Understood, Comply*

### **Logging Recorder Capacity**

The dispatch console subsystem shall provide logging recorder audio outputs for monitoring and logging dispatcher/radio traffic on a conventional radio channel basis, trunked user group basis, and individual call basis and on an individual operator position basis. All recorder audio modes shall consist of transmit and receive audio for a particular radio channel/user group regardless of selected channel status of operator console. Dispatch console position audio shall consist of the operator's transmit audio and selected receive audio. The recorded audio outputs shall be free of any control and functional tone signals.

*Response: Understood, Comply*

A minimum recording capacity of any combination of 300 simultaneous sources of audio (i.e., dispatch console, trunking resources, individual calls, conventional resources, 911 telephone, administrative telephone, ringdowns, etc.) shall be provided. RAID Level 5 (or greater) hard drive storage methodology shall be utilized to provide fault-tolerant audio/data storage. The logging recorder system shall be sized to provide online and immediately accessible storage of at least 15,000 channel-hours before external storage/archival required. This storage threshold must be expandable to higher storage capacities and the supplier shall define storage options and upgrade strategies to enable greater future capacity.

*Response: Understood, Comply and exceed  
Hindsight-G2 Geo-Diverse Redundant P25/NG911 supports up to 360 channels per recorder and comes standard with 420,000 channel-hours of on-board Raid-5 storage, plus geo-diverse NAS for archival storage*

### **Logging Recorder Network Redundancy and Backup**

The new logging recorder shall be equipped with built in redundancy so that no piece of information recorded is lost due to a hardware or software failure, proposers must describe in detail how the redundancy is accomplished. In addition, the system will be equipped with a backup Master Control site, this site shall be a mirror of the primary Master control site including the centralized logging recorder. All information recorded at the primary location shall be recorded at the secondary location simultaneously. The Proposer must explain in detail how this will be accomplished.

The information logged at the primary and backup facilities shall be accessible from any of the management terminals at the different LFUCG PSAPs.

*Response: Understood, Comply*

*Hindsight-G2 being proposed with full redundancy per location with no single point of failure, and geo-diverse storage redundancy via bilateral NAS at each location; PD NAS located at FD, and vice-verse FD NAS located at PD*

### **Logging Recorder Network**

The new logging recorder system shall be of a client/server architecture that facilitates the access, playback, and transfer of digital audio files across a TCP/IP-over-Ethernet computer network. All of the new lookup/playback workstations shall be networked. LFUCG strongly encourages a design in which the logging recorder subsystem applications co-exist and reside on the same client workstations as the Network Management Subsystem (NMS) (when applicable) workstations to minimize the total number of client workstations. The logging recorder subsystem shall also be designed to facilitate a number of intranet client workstations to access the archived audio through a properly provisioned firewall or security appliance.

*Response: Understood, Comply*

The LFUCG requires seven (3) fully-functional logging recorder client lookup/playback workstation(s) and/or software. The three (3) will be provided at the (location(s)) and located at the 911 Director's discretion. At minimum, the fixed logging recorder client playback workstations shall be equipped with 21" flat-screen LCD monitor.

*Response: Understood, Comply via 3-Workstations e/w "TimeGate" Client software and additional "TimeGate Client licenses for intranet access as required.*

The client workstation requires the comprehensive ability to lookup, playback, and write to transferable media. The LFUCG also requires the ability for up to (10) additional simultaneous LFUCG -intranet users (existing LFUCG computers) to have remote access/lookup/playback functionality through a secure logging recorder gateway. The vendor will provide access at each dispatcher/calltaker location at both PSAP's as well for instant recall functionality. The vendor shall clearly delineate the time period that dispatcher/calltaker locations can instantly replay recent transmissions/calls.

*Response: Understood, Comply via "TimeGate-IR" client licenses for Calltakers and Dispatchers*

All spare equipment shall be uniquely noted and itemized by line item unit independent of the primary system/pricing matrices. The submitter shall propose optional incremental expansion of recorder audio outputs and simultaneous recording capacity in the design proposal. The supplier will provide a detailed explanation of the incremental expansion proposed. The cost of the incremental expansion shall be for a turnkey installation. The supplier shall be responsible for fully testing and configuring all spare equipment for any of the proposed subsystems.

*Response: Understood, Comply*

The new logging recorder will be a component of the existing Cassidian COR P25 radio network. The logging recorder shall be fully integrated with the existing Solarwinds SNMP Manager web-based application.

*Response: Understood, Comply*

### **Logging Recorder Features and Performance Requirements**

The following list represents the minimum functionality, performance, and quality requirements that shall be included in the logging recorder system. The list is not necessarily totally inclusive of all requirements since the supplier may offer additional functionality in its standard logging recorder offering. The following section briefly defines the required functionality, performance, and quality of the specific requirements in this list: *Response: Understood, Comply*

- High quality, reliability, and availability to meet 24/7/365 continuous duty public safety dispatch standards (e.g. redundant power supplies, redundant processors, etc.)
- Meets or exceeds all FCC, EIA/TIA, IEEE, NFPA and APCO standards
- Conform to local PSTN requirements as necessary
- State-of-the-art design with distributed processing and multi-tasking capability
- Redundant and fault-tolerant configuration/network server(s) with mirrored databases
- Capability for any combination of client workstations to access the logging recorder simultaneously for real-time monitoring or historical playback
- Access workstations capable of running Microsoft Windows-based operating system and archiving to CD-R/W or DVD-R/W
- Multiple search and playback techniques: console position, subscriber/console unit ID and/or alias, emergency call, talkgroup, multigroup/announcement group, individual call, telephone interconnect call, encrypted call (as required), time/date, call length, channel resource, site resource, ANI/ALI data, annotations, etc.
- Capability to package a group of independent, specific calls into a consolidated call sequence for documenting/describing a situation or event
- Capability to activate data compression to maximize data storage
- Redundant internal/mirrored hard drives or suitable automatic backup scheme to prevent loss of data
- System notification to user and network administrator that storage threshold close to being exceeded to prompt permanent archiving
- FIFO overwrite when storage threshold exceeded
- VOX-activation and/or ability to set audio level threshold for recorder activation to tailor recording style per channel/track
- Redundant 120 VAC/60 Hz power supplies for all common and core equipment
- Synchronized to master system clock
- Capable of logging any combination of system talkgroups and conventional resources per the ultimate system fleetmap
- Capability to annotate specific calls and/or call sequences using free text
- Capability to lookup call annotations for specific calls and/or call sequences
- Capability to add audible time/date stamping using a pre-recorded voice watermark
- User-friendly, field-reconfigurable independent GUI interface(s) for each lookup/playback position
- Password-protectable lookup/playback positions with comprehensive event log to note specific authorized user time/date usage
- Full interoperability between IP-based, digital trunked and conventional subsystems.
- **Vendor to describe capability to encrypt all or certain calls, such as medical calls, particularly when data is at rest.**

*Response: Understood, Comply to all*



### **Logging Recorder Interfaces**

The proposed logging recorder system shall provide the necessary radio and telephone interfaces to concatenate comprehensive call processing data (both radio and telephone) with the specific audio calls. Time synchronization of the logging recorder system with the master system clock and the telephone system is required so that all call sequences can reliably and accurately be reconstructed. The logging recorder system shall be equipped to receive real-time call processing data from the radio communications system and the 911 telephone system for advanced call lookup/playback functionality based on lookup criteria such as: talkgroup, channel, time, date, call length, radio/console unit ID, radio/console alias, specific call type, assigned network resources, annotations, ANI/ALI information, etc.

*Response: Understood, Comply*

Logging recorder audio demarcations from the radio and telephone networks shall be made at the PSAP equipment rooms via wall-mounted or rack-mounted punchblocks. The supplier shall provide all necessary logging recorder cabling and connectors to/from the demarcation punchblocks. The supplier shall provide all necessary radio communications system cabling and connectors to/from the demarcation punchblocks. LFUCG will provide all necessary telephone cabling to/from the demarcation punchblocks. The supplier shall provide all surge suppression, grounding leads, and connectors/lugs of sufficient gauge to properly bond all logging recorder equipment to the single point grounding system.

*Response: Understood, Comply*

### **Logging Recorder Management/User Partitioning**

The logging recorder subsystem shall support multiple levels of access that are protected in a manner allowing users to control, monitor and use software applications that have been partitioned and provisioned for specific use by the end-user. The supplier shall provide a detailed description of this capability by defining the levels of partitioning and security, total number of end-users, the total number of simultaneous users with independent views, and the method used to achieve this requirement.

*Response: Understood, Comply*

End-users shall be located at different locations such as dispatch centers, offices, maintenance facilities, and other remote sites. Therefore, this user partitioning feature must be provided to remote locations in order to allow restricted access to the overall radio network. User functionality and passwords must be configurable through a network administrator/superuser (root level) login. Superuser (root level) login and password must be re-configurable in the event of a network security breach. The logging recorder subsystem shall provide the administrative functionality to disable in real-time specific client workstation(s) and user login(s) as necessary in the event of malicious or unwanted activity.

*Response: Understood, Comply*

### **Time Synchronization**

The proposed logging recorder subsystem shall be time synchronized using a common timing reference scheme for the entire network (i.e., GPS, NTP, WWVB, etc.). All call transactions and network alarm events shall be time/date stamped with the master system clock for accurate logging recorder call archiving. Any logging recorder internal status/error logging capability shall be synchronized to the same master system clock for accurate diagnostic and troubleshooting and correlation to NMS alarm data information. In the event of master clock failure, the logging recorder subsystem shall provide a free-running clock which is originally disciplined from the master system clocking reference. The supplier shall define the time synchronization methodology for the proposed logging recorder subsystem.

*Response: Understood, Comply*

## **Equipment Housing**

The logging recorder common equipment, for both sites, shall be permanently housed in an EIA/TIA standard 19"-wide steel relay rack or 19"-wide stationary steel cabinet at the Fire PSAP and Police PSAPS. All logging recorder equipment shall provide a grounding lug or connection that facilitates a single point grounding methodology within each PSAP. The logging recorder equipment shall provide front and rear access for cabling and service purposes. Power, audio, and data cabling interfaces to/from the logging recorder shall be supported from above using either overhead/aerial cable tray or from underneath via computer flooring.

*Response: Understood, Comply, Server Cabinets include in proposal for each location*

*AK Associates installation team has a long and very successful history of installing server based equipment in a controlled environment.*

## **Logging Recorder Outputs**

Proposer shall provide a fully operational and functional recording capability as part of this contract.

The Avtec Dispatch Consoles shall be provided with logging recorder audio outputs for monitoring and logging telecommunications officer/radio traffic on a conventional radio channel basis, trunked user group basis, and private call basis and on an operator position basis. All recorder audio modes shall consist of transmit and receive audio for a particular radio channel/user group regardless of selected channel status of operator console. Operator position audio shall consist of the operator's transmit audio and selected receive audio. The recorded audio outputs shall be free of any control and function tone signals. A minimum of 600 trunked talkgroup audio outputs, 60 conventional channel audio outputs, and 100 phone line interface audio outputs shall be provided.

Proposer shall propose optional incremental expansion of recorder audio outputs in their design proposal.

*Response: Understood, Comply*

*Hindsight-G2 supports bilateral certified IP level integration with the Avtec-Scout RoIP Radio Dispatch System*

## **Installation/Implementation**

Proposer shall provide an implementation schedule to LFUCG to include full integration with the existing Cassidian COR P25, legacy radio, Plant/CML 9-1-1, and LFUCG administrative telephone systems. When the Division of Enhanced 911 moves to its new dispatch center at 115 Cisco Road, in approximately 14 months, the customer premise equipment will change from Plant/CML 9-1-1 Sentinel to Solacom Guardian. Vendors shall indicate if their product offering is compatible with Solacom and whether migration from Plant/CML to Solacom impacts cost.

*Response: Understood, Comply*

*Hindsight-G2 supports bilateral certified IP level integration with the Solacom-Guardian NG911 System. The upgrade to add the Hindsight-G2/Solacom-Guardian Integration software is shown as an option in the pricing section of the response.*

*AK Associates will project manage the entire solution. Our team has installed and integrated the Exacom G2 recorder and the Solacom Guardian products. We have implemented the VoIP interface over SIP trunking, which is the mechanism used to accomplish the above requirement.*

### **Logging Recorder Design Information and Documentation**

The Proposer shall provide the following logging recorder subsystem design information and documentation details based upon LFUCG requirements and specifications:

- System Functional Block Diagrams
- Network Topology with Proposed Connectivity (LAN/WAN)
- Network Traffic Baseline/Utilization Baseline
- System License Matrix/Structure
- Equipment Layouts and Physical Dimensions
- Equipment Electrical and HVAC Requirements.

*Response: Understood, Comply, and will provide final pending award and technical site survey, and development Statement of Work*

### **Logging Recorder Optional Features**

The Proposer shall provide a detailed list and explanation of optional features for the logging recorder subsystem that can be supplied for review and understanding.

*Response: Understood, Comply, provided in proposal narrative*

### **Detailed Cutover Plan**

A detailed transition and cutover plan is required thirty days after the start of the contract.

*Response: Understood, Comply, and will provide final pending award and technical site survey, and development Statement of Work*

*AK Associates will also provide a detailed cutover plan, weekly meetings will commence to track all milestones to ensure a successful implementation.*

#### **Proposer's Responsibilities:**

- Proposer will present a cutover plan for the LFUCG's approval.
- Plan shall cover proposed cutover timeline.
- Plan shall include LFUCG's requirement for accessing their existing logging recorder for at least 90 days. Both existing and the proposed new logging recorder(s) will be operating in parallel during this window.
- Plan shall cover procedures, Dispatch center/workstation migration, and fall back plan.

*Response: Understood, Comply, and will provide final pending award and technical site survey, and development Statement of Work*

#### **LFUCG Responsibilities:**

- Attend cutover meeting and approve the cutover plan.

*Response: Understood, Comply*

#### **Completion Criteria:**

- Finalize the agreed cutover plan with LFUCG.

*Response: Understood, Comply*

### **Dispatch Console and Logging Recorder Operator's Instruction Tutorial**

A customized logging recorder operator's instruction tutorial with associated embedded video demonstrations shall be clearly written and illustrated to instruct dispatch personnel in the proper use of all provisioned features available for the logging recorder and their consoles. LFUCG-specific drawings and/or photographs shall show the location of all operator controls and tools. This manual shall be provided in addition to all other installation and training manuals furnished.

*Response: Understood, Comply*

A quantity of two (2) logging recorder operator's instruction tutorials shall be furnished. These instruction books shall be provided in both original file format (e.g., MS-Word, PowerPoint, Visio, Macromedia, etc.) and in \*.PDF (Portable Document Format) format to be readable with the Adobe Acrobat Reader software. Eight (8) DVD-ROM copies and eight (8) paper hard copies shall be supplied at least one month prior to individual dispatcher training. There shall be no copy restrictions or licensing requirements for information provided as a system reference or used for training purposes.

*Response: Understood, Comply*

#### **Installation and Maintenance Manuals**

The installation and maintenance manuals shall be clearly written and illustrated to instruct a radio technician skilled in the trade to unpack, assemble, and interconnect the various system components to prepare the system for operation. All base station site/console interconnect wiring, console and auxiliary function wiring shall be customized and included as part of this manual and its attachments.

*Response: Understood, Comply*

The maintenance manual shall be written and illustrated such that a radio technician skilled in the trade can service any portion of the system to the component level, if desired. The manual shall include the theory of design for each unit, a schematic diagram of each assembly, assembly drawings of each circuit board, detailed part numbers where applicable, the description of each component used and the name and part number of the original component manufacturer to facilitate locating parts locally. The manual and its attachments shall include complete system configuration data, programming data, and customized as-built drawings. Where applicable, such information also shall be supplied for any items furnished as part of the system but not manufactured by the Proposer. A quantity of three (3) installation/maintenance manuals shall be furnished in complete, bound paper format and three (3) in CD-ROM electronic format. These instruction books shall be available in a \*.PDF (Portable Document Format) format to be read with the Adobe Acrobat Reader software. There shall be no restrictions or licensing requirements for information provided as reference or used for training purposes.

*Response: Understood, Comply*

The logging recorder manufacturer (if other than the Proposer) shall maintain a complete set of original, customized LFUCG reference documentation for the system, to be supplied upon request as individual replacement sheets or complete replacement manuals. The manufacturer shall certify that this support will be available.

*Response: Understood, Comply*

Prior to system acceptance and subject to field review, the Proposer shall provide customized "As-Built" drawings for the logging recorder subsystem equipment supplied in response to this specification. Three (3) sets of documents with reproducible drawings shall be supplied. There (3) CD-ROM copies shall be supplied with all as-built files provided in both original file format (e.g., MS-

Word, Excel, Visio, AutoCAD, etc.) and in \*.PDF format (Portable Document Format). There shall be no restrictions or licensing requirements for information provided as reference or used for training.

*Response: Understood, Comply*

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### **Operational, Technical and User Training**

The Proposer shall fully describe all proposed and available training courses. This shall include, at a minimum, classroom style instruction, operational style classes, a detailed training plan, description of available training material, resume of potential course instructors and a customer reference list of trained personnel (to include: names, telephone numbers, company, and system description).

*Response: Understood, Comply*

The Proposer shall train LFUCG employees, LFUCG contractors, and LFUCG designees. The training shall include Logging recorder configuration and management. The Proposer shall permit videotaping of training sessions for use within the LFUCG for re-fresher training. All written and presentation training materials shall become property of LFUCG.

*Response: Understood, Comply*

### **Field Acceptance Testing**

At the time that all equipment and subsystems are functioning as designed in the field, LFUCG shall inspect and witness the testing of the equipment as it is field-installed, cabled, tested, and burned-in per the agreed-upon field acceptance ATP. If the field ATP fails to meet LFUCG's expectations, another date for re-testing and customer witness shall be set to repeat the event solely at the Proposer's expense which includes all logistical costs to reproduce the field ATP. The LFUCG's team and system Proposer's representatives shall conduct these acceptance tests and inspections as defined.

*Response: Understood, Comply*

The results of the tests and the associated punch list of outstanding items to be completed or re-tested shall be signed by both parties and forwarded to the LFUCG for review and acceptance. The outstanding items shall be resolved within seven (7) business days and these items shall be re-tested at no additional expense to the LFUCG. If the outstanding items have an effect on other previously performed tests, then re-testing of those tests also shall be included. Final acceptance of each individual subsystem shall include, but not be limited to, the list of tests and inspections contained in the following sections.

*Response: Understood, Comply*

The acceptance testing for all systems shall consist of a series of tests, inspections, and verifications that demonstrate the functionality of the system provided and as specified in this document. The ATP shall cover all field testing procedures and those inspections that shall be made in order to show Proposer compliance to the solicitation specifications as well as define each and every required subsystem interface.

*Response: Understood, Comply*

All system equipment that comprises the proposed network shall be configured and installed in a manner conducive of testing hardware and software prior to beginning the field ATP. All optimization procedures shall be executed prior to conducting the field ATP and the final as-built documentation shall be complete and ready for LFUCG review.

*Response: Understood, Comply*

### **Warranty Maintenance and System Support**

The Proposer guarantees that all equipment supplied pursuant to this solicitation will be new and of first quality throughout. The Proposer shall warrant that the System shall be free of Errors and

Bugs. The system warranty shall commence on the day that the LFUCG grants final system acceptance. The Vendor shall provide the Services specified in Maintenance.

*Response: Understood, Comply*

*Kraus Associates, Inc. d/b/a AK Associates is LFUCG's current maintenance provider for its Airbus and Solacom 911 equipment. AK Associates' First Tier support (labor) for this recording project is included free of charge under the current 911 maintenance contract.*

All items (material and labor) shall be warranted for a minimum of one (1) year after the date of final system acceptance, unless otherwise specified in the specification. This warranty shall include repair or advanced replacement of any defective equipment, system, subsystem, hardware and/or software which becomes defective through normal wear and usage or is deemed as such between the LFUCG and the Proposer.

*Response: Understood, Comply*

When parts under warranty are replaced, the LFUCG requires that the replacement part also be new and not factory-refurbished. The Proposer shall fully integrate and test all spare parts prior to final system acceptance. No replacement parts shall be integrated that provide less functionality or diminished capacity than the original equipment to be replaced. A new twelve-month warranty period should begin when a new part is installed as a replacement to a defective part under warranty. All warranty and maintenance issues shall be tracked by the Proposer and its service organization using an electronic database that the LFUCG can query at any time.

*Response: Understood, Comply*

Proposer support is defined as the ability of the Proposer to remedy to LFUCG satisfaction any hardware and/or software problem with any equipment and services provided as part of this offering. Proposer support shall take the form of a 24x7x365 technical support hotline, two-hour on-site response time, advanced board replacement, product engineering, field service technicians, and field engineering. Proposer support also requires the Proposer to be able to provide new and/or equivalent spare/replacement hardware and software equipment for the proposed offering for not less than four (4) years from the date of final system acceptance. Equivalent spare/replacement hardware and software provided during the entire support timeframe shall not necessitate any platform upgrade or subsystem reconfiguration.

*Response: Understood, Comply*

#### **System Software and Hardware Warranty**

The equipment supplied pursuant to this solicitation and any subsequent agreement is warranted by the Proposer to be free from defects in materials, workmanship and otherwise for one year from final acceptance of the proposed system unless otherwise provided in this solicitation and any subsequent agreement.

*Response: Understood, Comply*

The Proposer shall warrant that the system and each component of the system shall perform in strict accordance with the requirements of this solicitation and any subsequent agreement and shall be completely free of system defects, including latent defects for at least one year after the date of final system acceptance. Unless otherwise provided herein, all equipment shall be warranted for a period of one year after the date of final system acceptance. The warranty period for non-Proposer manufactured equipment is as specified by its manufacturer, but not less than one year after the date of final system acceptance. The Proposer maintains sole responsibility for settling and coordinating all warranty issues with OEM Proposers on behalf of LFUCG throughout the entire warranty and maintenance period.

*Response: Understood, Comply*

The proposed system release/platform being offered shall not be the last of its type or version with regard to future software and hardware compatibility. The next software release compatible with the system shall not require new hardware to support the existing functions of the system. In the event that parallel system software development has been undertaken by the Proposer, and the software release in LFUCG's system is abandoned (no further development or support) or obsoleted, the Proposer shall completely upgrade LFUCG's system to the surviving software release at no expense to LFUCG.

*Response: Understood, Comply*

At no additional cost to LFUCG, the Proposer shall provide and completely integrate all hardware, firmware, software releases or patches that are required to correct any latent functionality or software defect that may exist in the proposed system (including system failures resulting from software problems, functionality fixes, and software upgrades to LFUCG's system), for a four (4) year period from the date of final system acceptance. This responsibility is to include any upgrades to fixed network equipment, and system management systems. For the life of the contract and the contract maintenance period, the Proposer shall provide, at a minimum, the opportunity to refresh software for all system equipment on a semi-annual basis to take advantage of enhancements and defect resolutions.

*Response: Understood, Comply*

In the event a defect is found in another customer or field system that utilizes the same or similar release as LFUCG's system, the Proposer shall notify and advise LFUCG of the defect and when a new hardware, firmware, software release or patch will be available to correct the problem. At such time, LFUCG shall decide whether it will require an upgrade prior to observing the defect. Notification should occur regardless of whether LFUCG is currently affected by this defect. The Proposer shall be responsible for providing monthly product quality bulletins for all Proposer and OEM equipment and software contained in the proposed network in electronic fashion to LFUCG Project Manager and System Manager during the course of system implementation and the entirety of the warranty and contract maintenance phases.

*Response: Understood, Comply*

The software release in LFUCG's system at the time of final system acceptance shall be the latest version available at the time of shipment from the Proposer's development and manufacturing facility. The Proposer assumes responsibility for all equipment and services to implement the latest system equipment software versions prior to final system acceptance. Under all warranties provided, all parts shall be replaced free of charge including labor. The Proposer may replace equipment, software or components rather than repair them, at the Proposer's option.

Whenever defective work (and damage resulting from such a remedy) has been corrected, removed, or replaced under warranty, the warranty period with respect to such defective work shall be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

*Response: Understood, Comply*

### **Equipment Support**

The Proposer shall warrant support in the form of replacement parts for all system hardware and software equipment for four (4) years from the last date of manufacture of the product. The Proposer shall use commercially-reasonable efforts to identify and to obtain replacement parts to meet or exceed LFUCG's specific maintainability requirements. The Proposer shall electronically issue all product cancellation notices to LFUCG Project Manager and System Manager throughout the entire system implementation and maintenance periods. The Proposer shall provide product cancellation notices within two weeks of the official announcement. These cancellation notices serve the basis for the four (4) year support guarantee. The Proposer is responsible throughout the project implementation and contract maintenance period for remedying and re-designing, at no cost to LFUCG, any system design affected by the cancellation of equipment or software which

reduces the four (4) year product support guarantee. Prior to final system acceptance, no equipment or software shall be included with the system offering that has been identified or announced for cancellation.

*Response: Understood, Comply*

#### **Spare Parts Inventory**

The cost for replacement parts shall be quoted as part of the Proposer's proposal. Parts pricing shall be in the form of a standard discount off of the OEM or Proposer's list price equivalent to those provided to dealers or Proposer-authorized service shops. This discount level shall be part of the attached pricing sheets. The Proposer also shall provide a comprehensive pricing matrix or book defining the OEM and Proposer list prices for all relevant hardware and software for the proposed system platform. This comprehensive pricing matrix shall serve as the definitive ordering guide for all future system equipment purchases. The parts pricing level shall remain intact for a period not less than four years following final system acceptance.

*Response: Understood, Comply*

*The cost for replacement parts are included in the optional section of the pricing proposal. In addition, a replacement parts matrix is included in the pricing proposal section of the response.*

Spare parts required for this system shall include sufficient parts, modules and components to restore the system to full redundancy during a system or subsystem failure. The Proposer shall fully integrate and test all spare parts prior to final system acceptance. When not specifically addressed in this specification, the Proposer shall recommend and price accordingly the spares necessary to maintain the required availability levels for the various subsystems.

*Response: Understood, Comply*

#### **Warranty Maintenance Performance Levels**

The Proposer shall provide all labor, parts, tools, and test equipment required for the maintenance of the system through the warranty period and any extensions thereof covered by a contracted maintenance agreement. The Proposer shall provide a recommended system management plan (personnel and location) to ensure operational efficiency, monitoring, and control. The Proposer also shall provide information regarding key personnel; training/specialization; number of personnel; equipment required for analysis and troubleshooting; optimization; and schedules for preventive maintenance.

*Response: Understood, Comply*

The Proposer shall propose a yearly maintenance program for 3 years and to commence after the conclusion of the system warranty period. This maintenance plan shall include parts and labor; 24/7/365 infrastructure support; 2-hour on site response for severity one issues; 4 hour response for severity two issues; depot-level board repair; analysis, and annual preventive maintenance.

*Response: Understood, Comply*

Proposals shall provide a complete description of the intended preventive maintenance methodology and shall specify the frequency of preventive maintenance required for all proposed equipment and systems. Preventive maintenance shall be performed according to a schedule that is mutually acceptable to LFUCG and the Proposer. The Proposer shall include in its proposal an example of an actual, completed preventive maintenance regimen representative of what will be provided with the proposed system and corresponding maintenance phases. The schedule shall be consistent with the operation requirements of LFUCG and shall be based upon the specific needs of the equipment being maintained.

*Response: Understood, Comply*

The Proposer shall include in its proposal a description of any remote administration and maintenance service arrangements that will be provided with the proposed system. The qualifications and individual resumes (noting years of experience, training, schooling/degree, customer references, etc.) of all proposed maintenance service provider staff shall be provided in the Proposer's proposal response. All service providers may be required to submit to routine background investigations conducted by LFUCG to ensure system integrity in concert with security policies and initiatives. In the pricing response, the Proposer shall quote the annual costs for comprehensive, turnkey system maintenance for all proposed equipment for a period of three (3)



years following final system acceptance noting all available discounts, incentives, and economies of scale. The Proposer also shall include a standard contractual service agreement and associated comprehensive, detailed statement of work with the maintenance quotation.

*Response: Understood, Comply*

*If awarded to AK Associates, this equipment would be maintained under its existing contract with LFUCG for its 911 System (Airbus and Solacom).*

#### **Maintenance Documentation**

The Proposer shall furnish to LFUCG a sufficient number of equipment and maintenance manuals and customized system drawings of commercial standard with sufficient information included therein so that an average technician or engineer with basic electronic knowledge and experience, but unfamiliar with the system, will be able to define its operations and perform corrective and preventive maintenance. The manuals shall note in detail any special circuitry, special wiring, special interfacing, special tools/instruments and custom or non-standard procedures required to operate, maintain, and install any of the equipment furnished under this solicitation and any resulting agreement. All documentation shall be specifically applicable and customized to the system, except documentation for standard issue equipment which may be standard issue documentation. The Proposer shall warrant that any inability of County or subcontracted technicians or engineers to perform corrective and preventive maintenance on the scheme caused in whole or in part by the Proposer's failure to provide accurate or sufficient information in provided manuals will cause the Proposer to be liable for damage if such failure results in damage to or interruption of the system.

*Response: Understood, Comply*

#### **Maintenance Cost Savings**

Vendor shall propose optional cost savings, where applicable, including inclusion of first level of maintenance by LFUCG's trained technical personnel. The Proposer shall fully describe the proposed option and resulting cost savings as applicable.

*Response: Understood, Comply*

#### **Selection Criteria**

1. Estimated Cost of Services. 15 points
2. Specialized experienced and technical competence of the person or firm (including a joint venture or association) with the type of service required. 20 points
3. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 15 points
4. Character, integrity, reputation, judgment, experience and efficiency of the person or firm. 15 points
5. Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. 10 points
6. Familiarity with the details of the project. 20 points
7. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 5 points

*Response: Understood*



Quote Number: AK012115-301a

Site (name/#): LFUCG

Reference: P2015012001-HK

Date Issued: January 23, 2015

Scope of Work: Exacom G2 Logging Recorder

<b>Quote Summary</b>		
<b>Police Logging Recorder</b>	<b>\$193,160.80</b>	<b>56.5%</b>
<b>Fire Logging Recorder</b>	<b>\$128,819.60</b>	<b>37.7%</b>
<b>Professional Services</b>	<b>\$19,800.00</b>	<b>5.8%</b>
<b>Optional Equipment/Services</b>	<b>Optional</b>	<b>-</b>
<b>GRAND TOTAL</b>	<b>\$341,780.40</b>	<b>100%</b>

Disclaimers: This quote is provided for the contact listed above and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version. Quote is valid for 120 days.



Quote Number: AK012115-301a

Site (name/#): LFUCG

Reference: P2015012001-HK

Date Issued: January 23, 2015

Scope of Work: Exacom G2 Logging Recorder- Police Recorder

**Redundant Recorder-A: "Hindsight-G2" 152-Ch P25/NG911 Multi-Media Logging Recorder**

Qty.	Part No.	Description	Unit Price	Total
1	HS-2020/G2/T620/152Ch	Hindsight-G2/Dell-T620, 152-Mixed Channel Multi-Media Logging Recorder	\$61,034.40	\$61,034.40
1	HS-2020/G2/RAID5-3TB	Hindsight-G2/RAID5-3TB e/w 4-1TB Hot-Swap Drives, 420,000 Ch-Hrs		
1	HS-2020/LD1609EH	Hindsight/LD1609EH 16-channel Passive Tap Analog Line Card		
1	HS-2020/LD2409EH	Hindsight/LD2409EH 24-channel Passive Tap Analog Line Card		
2	HS-2020/NGX1600EH	Hindsight/NGX1600EH 16-channel Passive Tap Digital TDM Line Card		
1	HS-2020/DP6409EH	Hindsight/DP6409EH 48-Channel Passive Tap Dual T1 Span Line Card		
1	HS-2020/G2/VESTA-SENTINEL	Hindsight-G2/Airbus-Vesta Sentinel E911 Integration w/24-Ch 1U Sense Module	\$1,397.20	\$1,397.20
1	HS-2020/G2/VESTA-P25-PH1	Hindsight-G2/Airbus-Vesta P25 Trunked Radio Integration, Phase-1, IMBE	\$13,997.20	\$13,997.20
1	HS-2020/G2/VESTA-P25-AES	Hindsight-G2/Airbus-Vesta P25-AES Encryption, supports KFD/KMF/OTAR	\$11,197.20	\$11,197.20
1	HS-2020/G2/ANI/ALI	Hindsight-G2/ANI/ALI Serial Interface	\$1,397.20	\$1,397.20
1	HS-2020/G2/SNMP-HSG2MIB	Hindsight-G2/SNMP w/HS-G2 MIB	\$1,117.20	\$1,117.20
10	HS-2020/G2/TG-P25	Hindsight-G2/TimeGate-P25 Manager/User Client License (For: Intranet Search/Playback)	\$1,397.20	\$13,972.00
27	HS-2020/G2/TG-P25-IR	Hindsight-G2/TimeGate-P25 Instant Recall Client License (For: Calltaker & Dispatch Positions)	\$557.20	\$15,044.40
<b>Subtotal</b>				<b>\$119,156.80</b>

**Redundant Recorder-B: "Hindsight-G2" 152-Ch P25/NG911 Multi-Media Logging Recorder**

Qty.	Part No.	Description	Unit Price	Total
1	HS-2020/G2/T620/152Ch	Hindsight-G2/Dell-T620, 152-Mixed Channel Multi-Media Logging Recorder	\$61,034.40	\$61,034.40
1	HS-2020/G2/RAID5-3TB	Hindsight-G2/RAID5-3TB e/w 4-1TB Hot-Swap Drives, 420,000 Ch-Hrs		
1	HS-2020/LD1609EH	Hindsight/LD1609EH 16-channel Passive Tap Analog Line Card		
1	HS-2020/LD2409EH	Hindsight/LD2409EH 24-channel Passive Tap Analog Line Card		
2	HS-2020/NGX1600EH	Hindsight/NGX1600EH 16-channel Passive Tap Digital TDM Line Card		
1	HS-2020/DP6409EH	Hindsight/DP6409EH 48-Channel Passive Tap Dual T1 Span Line Card		
1	HS-2020/G2/VESTA-SENTINEL	Hindsight-G2/Airbus-Vesta Sentinel E911 Integration w/24-Ch 1U Sense Module	\$1,397.20	No Charge
1	HS-2020/G2/VESTA-P25-PH1	Hindsight-G2/Airbus-Vesta P25 Trunked Radio Integration, Phase-1, IMBE	\$13,997.20	No Charge

1	HS-2020/G2/VESTA-P25-AES	Hindsight-G2/Airbus-Vesta P25-AES Encryption, supports KFD/KMF/OTAR	\$11,197.20	No Charge
1	HS-2020/G2/ANI/ALI	Hindsight-G2/ANI/ALI Serial Interface	\$1,397.20	No Charge
1	HS-2020/G2/SNMP-HSG2MIB	Hindsight-G2/SNMP w/HS-G2 MIB	\$1,117.20	No Charge
10	HS-2020/G2/TG-P25	Hindsight-G2/TimeGate-P25 Manager/User Client License (For: Intranet Search/Playback)	\$1,397.20	No Charge
27	HS-2020/G2/TG-P25-IR	Hindsight-G2/TimeGate-P25 Instant Recall Client License (For: Calltaker & Dispatch Positions)	\$557.20	No Charge
<b>Subtotal</b>				<b>\$61,034.40</b>

**Miscellaneous Equipment:**

<b>Qty.</b>	<b>Part No.</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
2	HS-2020/AWS/TG-P25/DVD	Hindsight-G2/Admin WorkStation w/TimeGate-P25 & DVD-R/W (Search/Playback/Save>Media)	\$2,797.20	\$5,594.40
1	HS-2020/CAB-42U	Hindsight/Cabinet, 42U	\$2,237.20	\$2,237.20
1	HS-2020/G2/NAS-6TB	Hindsight-G2/NAS-6TB, 1U, RAID-5 Storage e/w 4-2TB HS HDs (For: Central Archival Storage) Note: PD NAS to be located at FD for Geo-Diverse Archival Storage, and Vice-Versa, FD NAS to be located at PD	\$2,797.20	\$2,797.20
1	HS-2020/KVM8-1U	Hindsight/KVM-8 w/17"LCD/KB/TP, 1U Rack Unit	\$1,957.20	\$1,957.20
1	HS-2020/G2/SPKR-2U	Hindsight-G2/Speaker Assy, 2U (supports 2-recorders)	\$383.60	\$383.60
<b>Subtotal</b>				<b>\$12,969.60</b>

<b>Summary Equipment Police</b>	<b>Amount</b>	<b>Percent of Total</b>
Redundant Recorder-A: "Hindsight-G2" 152-Ch P25/NG911 Multi-Media Logging Recorder	\$119,156.80	62%
Redundant Recorder-B: "Hindsight-G2" 152-Ch P25/NG911 Multi-Media Logging Recorder	\$61,034.40	32%
Miscellaneous Equipment:	\$12,969.60	7%
<b>TOTAL POLICE PROPOSAL</b>	<b>\$193,160.80</b>	<b>100%</b>

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**EXACOM REPLACEMENT PARTS PRICING (Future Ordering Guide)**

Reference Proposal: P2015012101-HK

For: LFUCG RFP-65-2014, Logging Recorder for Police and Fire Project

Date: 1/23/2015

**"Hindsight-G2" Geo-Redundant P25/NG911 Multi-Media Logging Recording System**

Including: Certified IP Integration with Airbus-Vesta P25 Trunked Radio System

Note: Airbus-Vesta P25 was formerly Cassidian COR-P25

Qty	Model	Description	List Price	LFUCG Price
<b>Replacement Parts Pricing:</b>				
1	HS-2020/G2/T620-SERVER	Hindsight-G2/Dell-T620, 5U Server w/MS-Server 2008 OS and MS-SQL Server 2008 DB	\$ 19,995.00	\$ 11,197.20
1	HS-2020/G2/RAID5-3TB	Hindsight-G2/RAID5-3TB e/w 4-1TB Hot-Swap Drives, 420,000 Ch-Hrs	\$ 3,995.00	\$ 2,237.20
1	HS-2020/LD1609EH	Hindsight/LD1609EH 16-channel Passive Tap Analog Line Card	\$ 10,000.00	\$ 5,600.00
1	HS-2020/LD2409EH	Hindsight/LD2409EH 24-channel Passive Tap Analog Line Card	\$ 15,000.00	\$ 8,400.00
1	HS-2020/NGX800EH	Hindsight/NGX800EH 8-channel Passive Tap Digital TDM Line Card	\$ 5,000.00	\$ 2,800.00
1	HS-2020/NGX1600EH	Hindsight/NGX1600EH 16-channel Passive Tap Digital TDM Line Card	\$ 10,000.00	\$ 5,600.00
1	HS-2020/DP3209EH	Hindsight/DP3209EH 24-Channel Passive Tap Single T1 Span Line Card	\$ 15,000.00	\$ 8,400.00
1	HS-2020/DP6409EH	Hindsight/DP6409EH 48-Channel Passive Tap Dual T1 Span Line Card	\$ 30,000.00	\$ 16,800.00
1	HS-2020/G2/VESTA-SENTINEL	Hindsight-G2/Airbus-Vesta Sentinel E911 Integration w/24-Ch 1U Sense Module	\$ 2,495.00	\$ 1,397.20
1	HS-2020/G2/Solacom-NG911	Hindsight-G2/Solacom-Guardian NG911 IP Integration (Per Location)	\$ 9,995.00	\$ 5,597.20
1	HS-2020/G2/VESTA-P25-PH1	Hindsight-G2/Airbus-Vesta P25 Trunked Radio Integration, Phase-1, IMBE	\$ 24,995.00	\$ 13,997.20
1	HS-2020/G2/VESTA-P25-AES	Hindsight-G2/Airbus-Vesta P25-AES Encryption, supports KFD/KMF/OTAR	\$ 19,995.00	\$ 11,197.20
1	HS-2020/G2/ANI/ALI	Hindsight-G2/ANI/ALI Serial Interface	\$ 2,495.00	\$ 1,397.20
1	HS-2020/G2/SNMP-HSG2MIB	Hindsight-G2/SNMP w/HS-G2 MIB	\$ 1,995.00	\$ 1,117.20
1	HS-2020/G2/TG-P25	Hindsight-G2/TimeGate-P25 Manager/User Client License (For: Intranet Search/Playback)	\$ 2,495.00	\$ 1,397.20
1	HS-2020/G2/TG-P25-IR	Hindsight-G2/TimeGate-P25 Instant Recall Client License (For: Calltaker & Dispatch Positions)	\$ 995.00	\$ 557.20
1	HS-2020/AWS/TG-P25/DVD	Hindsight-G2/Admin WorkStation w/TimeGate-P25 & DVD-R/W (Search/Playback/Save>Media)	\$ 4,995.00	\$ 2,797.20
1	HS-2020/CAB-42U	Hindsight/Cabinet, 42U	\$ 3,995.00	\$ 2,237.20
1	HS-2020/G2/NAS-6TB	Hindsight-G2/NAS-6TB, 1U, RAID-5 Storage e/w 4-2TB HS HDs (For: Central Archival Storage)	\$ 4,995.00	\$ 2,797.20
1	HS-2020/KVM8-1U	Hindsight/KVM-8 w/17"LCD/KB/TP, 1U Rack Unit	\$ 3,495.00	\$ 1,957.20
1	HS-2020/G2/SPKR-2U	Hindsight-G2/Speaker Assy, 2U (supports 2-recorders)	\$ 685.00	\$ 383.60
1	HS-2020/G2/T620/Spares-2	Hindsight-G2/Spare Kit (Dell-T620, HS-G2 SW, 24Ch An Cd, 16Ch Dig Cd, 48Ch T1 Cd)	\$ 24,995.00	\$ 13,997.20
1	HS-2020/T620/VRS	Hindsight/T620/Video Recording Server w/3TB RAID-5 storage (Basic Storage, Call Factory...)	\$ 19,995.00	\$ 11,197.20
1	HS-2020/VCC-H264	Hindsight/Video Camera Capture, H264, per video source/camera (Call Factory...)	\$ 1,495.00	\$ 837.20
1	HS-2020/VCC-OTHER	Hindsight/Video Camera Capture, Special, per video source/camera (Call Factory...)	\$ 1,995.00	\$ 1,117.20
1	HS-2020/VSC	Hindsight/Video Screen Capture, per screen (Call Factory...)	\$ 1,495.00	\$ 837.20



*Where Technology, Creativity and Quality Service Meet*

### **Executive Summary**

Kraus Associates, Inc. d/b/a AK Associates is a full 9-1-1 service provider. Our company provides its customers with various services including: installation, maintenance, project management and other professional services. At AK Associates 9-1-1 is our focus. We take pride in creating customized solutions to fit the unique needs of our customers. While our solutions are state of the art, our customer service is of the highest quality.

AK Associates already has a long standing contract with LFUCG and currently maintains the current 911 system. Under this contract, AK Associates is willing to pick up the tier 1 maintenance/support of the proposed Exacom recording system at no additional cost.

AK Associates has a great presence in the State of Kentucky and has the expertise in all facets of 9-1-1, maintaining everything from CPE to logging recorders. Our local technicians ensure that our customers receive prompt and quality service. AK Associates is proposing an Exacom Hindsight-G2 Geo-Redundant P-25-NG911 logging recorder. We have performed numerous installations of Exacom systems all over the United States. AK Associates' expertise, experience, and desire to provide the highest quality service, will provide LFUCG with not only a top notch solution, but the best ongoing support moving forward.

**EXACOM REPLACEMENT PARTS PRICING (Future Ordering Guide)**

Reference Proposal: P2015012101-HK

For: LFUCG RFP-65-2014, Logging Recorder for Police and Fire Project

Date: 1/23/2015

**"Hindsight-G2" Geo-Redundant P25/NG911 Multi-Media Logging Recording System**

Including: Certified IP Integration with Airbus-Vesta P25 Trunked Radio System

Note: Airbus-Vesta P25 was formerly Cassidian COR-P25

Qty	Model	Description	List Price	LFUCG Price
<b>Replacement Parts Pricing:</b>				
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1	HS-2020/LD1609EH	Hindsight/LD1609EH 16-channel Passive Tap Analog Line Card	\$ 10,000.00	\$ 5,600.00
1	HS-2020/LD2409EH	Hindsight/LD2409EH 24-channel Passive Tap Analog Line Card	\$ 15,000.00	\$ 8,400.00
1	HS-2020/NGX800EH	Hindsight/NGX800EH 8-channel Passive Tap Digital TDM Line Card	\$ 5,000.00	\$ 2,800.00
1	HS-2020/NGX1600EH	Hindsight/NGX1600EH 16-channel Passive Tap Digital TDM Line Card	\$ 10,000.00	\$ 5,600.00
1	HS-2020/DP3209EH	Hindsight/DP3209EH 24-Channel Passive Tap Single T1 Span Line Card	\$ 15,000.00	\$ 8,400.00
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1	HS-2020/G2/Solacom-NG911	Hindsight-G2/Solacom-Guardian NG911 IP Integration (Per Location)	\$ 9,995.00	\$ 5,597.20
1	HS-2020/G2/VESTA-P25-PH1	Hindsight-G2/Airbus-Vesta P25 Trunked Radio Integration, Phase-1, IMBE	\$ 24,995.00	\$ 13,997.20
1	HS-2020/G2/VESTA-P25-AES	Hindsight-G2/Airbus-Vesta P25-AES Encryption, supports KFD/KMF/OTAR	\$ 19,995.00	\$ 11,197.20
1	HS-2020/G2/AN/ALI	Hindsight-G2/AN/ALI Serial Interface	\$ 2,495.00	\$ 1,397.20
1	HS-2020/G2/SNMP-HSG2MIB	Hindsight-G2/SNMP w/HS-G2 MIB	\$ 1,995.00	\$ 1,117.20
1	HS-2020/G2/TG-P25	Hindsight-G2/TimeGate-P25 Manager/User Client License (For: Intranet Search/Playback)	\$ 2,495.00	\$ 1,397.20
1	HS-2020/G2/TG-P25-IR	Hindsight-G2/TimeGate-P25 Instant Recall Client License (For: Calltaker & Dispatch Positions)	\$ 995.00	\$ 557.20
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1	HS-2020/G2/SPKR-2U	Hindsight-G2/Speaker Assy, 2U (supports 2-recorders)	\$ 685.00	\$ 383.60
1	HS-2020/G2/T620/Spares-2	Hindsight-G2/Spare Kit (Dell-T620, HS-G2 SW, 24Ch An Cd, 16Ch Dig Cd, 48Ch T1 Cd)	\$ 24,995.00	\$ 13,997.20
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1	HS-2020/VCC-H264	Hindsight/Video Camera Capture, H264, per video source/camera (Call Factory...)	\$ 1,495.00	\$ 837.20
1	HS-2020/VCC-OTHER	Hindsight/Video Camera Capture, Special, per video source/camera (Call Factory...)	\$ 1,995.00	\$ 1,117.20
1	HS-2020/VSC	Hindsight/Video Screen Capture, per screen (Call Factory...)	\$ 1,495.00	\$ 837.20



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### **References:**

Leon County, FL\*\*  
Contact: Edith Taylor  
Email: [edith@leoncountyfl.gov](mailto:edith@leoncountyfl.gov)  
Telephone: (850) 488-5921

St. Johns County, FL\*\*  
Contact: Sgt. Dale Mitchell  
Email: [dmmitchell@sjso.org](mailto:dmmitchell@sjso.org)  
Telephone: 904-209-1478

City of Rochester/County of Monroe, NY\*\*  
Contact: John M Merklinger  
Email: [JMerklinger@monroecounty.gov](mailto:JMerklinger@monroecounty.gov)  
Telephone: 585-528-2207

Hardin County, KY  
Contact: Bob Hammonds  
Email: [bhammonds.hc911@hcky.org](mailto:bhammonds.hc911@hcky.org)  
Telephone: (270) 737-0540 Office

\*\*Please note the references denoted with \*\* are using a P25 interface. All are within the United States. More references can be furnished upon request.





Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

Bid Number: **#RFP 65-2014**

Date: January 15, 2015

Address inquiries to:  
Sondra Stone  
(859) 258-3320

Subject: Logging Recorder for Police and Fire

**TO ALL PROSPECTIVE SUBMITTERS:**

1. A minimum recording capacity of any combination of 300 simultaneous sources of audio shall be provided.
2. The information being logged is currently located at two primary PSAP facilities, Police PSAP at 150 E Main St and Fire PSAP at 229 E Third St. The Vesta P25 radio system has geo-redundant controllers as well, one of which is located at the Police PSAP and the other is at the WLEX facility located at 1065 Russell Cave Rd.
3. The new Public Safety radio system is Vesta by Air Bus, formerly Cassidian.
4. The logging recorder system shall be an active-active geo-diverse configuration.
5. Pre-proposal sign-in sheet is attached.

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: Kraus Associates, Inc. d/b/a AK Associates

ADDRESS: 326 Porta Rosa Cir, St Augustine, FL 32092

SIGNATURE OF BIDDER: Judith Chase



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #2**

Bid Number: **#RFP 65-2014**

Date: January 16, 2015

Address inquiries to:  
Sondra Stone  
(859) 258-3320

Subject: Logging Recorder for Police and Fire

**TO ALL PROSPECTIVE SUBMITTERS:**

Please be advised of the following clarification to the above referenced RFP:

A minimum recording capacity of any combination of 100 simultaneous sources of audio shall be provided. Pricing options for adding additional channels, beyond 100, should be included in bid responses. Responses should include how this expansion, if necessary, would occur and if it requires additional equipment or just additional licensing.

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: Kraus Associates, Inc. d/b/a PK Associates

ADDRESS: 326 Porta Rosa Cir., St. Augustine, FL 32092

SIGNATURE OF BIDDER: Julio Chase



*Where Technology, Creativity and Quality Service Meet*

### **Resumes:**

On the following page you will find the resume for the Regional Manager of KY. He will be the primary point of contact throughout the duration of the contract. Additional resumes of other key personnel will be furnished upon your request.

# Criss R. Chancellor

## Experience

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April 2004 - Present

AK Associates

Lexington, KY

### 911 Senior Engineer

- Design, Procure, Install, Maintain E9-1-1 Telephony Systems, ALI Database Servers and Applications, CAD and Mapping Applications, Statistical Applications, Remote Monitoring and related Peripherals. Consult, Design, and Implement enhancements/modifications/changes to customer premise equipment. Provide daily/weekly/monthly "On-Site" Preventative Maintenance and Monitoring to customer site premise equipment. Respond to reports of system trouble or outages and coordinate repair activities with responsible agencies. Coordinate work and activities between various ILEC's CLEC's, and Cellular Providers.
- Area Manager for Kentucky. Oversee all operations for customer base within the state of Kentucky. Supervise two local employees, ensuring compliance with all applicable policy and procedures. Prepare daily/weekly/monthly work assignments. Perform on-site supervision, focusing on industry standards, compliance, and Customer Service. Provide follow-up and feedback reports from work assignments.
- Project Manager for Bluegrass Regional E911 Network™. Install and configure LFUCG Selective Routers and supporting peripheral equipment. Install equipment at participating county 911 Centers. Coordinate activities and work assignments between LFUCG, AK Associates, SolaCom and Windstream. Implement and utilize Windstream's "KPEN" IP network as a secure and protected path for the delivery of E911 voice and data traffic between the S/R's and surrounding participating counties. Project results in a "cost savings" to the participating counties by eliminating costs associated with 911 call delivery and handling and replacing legacy 911 CAMA Trunks with an ILEC statewide IP network.

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Feb 1993 – April 2004

LFUCG Division of Police

Lexington, KY

### Police Sergeant

- Communications Assistant. Oversee all operational aspects within the LFUCG Div. of Police Communications Unit. Developed and ensured unit compliance with Division of Police General Orders, Special Orders, and Unit Policy & Procedures. Developed training material and methods for procedural events and utilized software applications. Performed Quality Assurance on 911 call handling methods and practices providing both written and audio review of employee actions. Performed 1<sup>st</sup> Tier Maintenance on unit computer hardware and software applications.
- Project Manager for Communications Renovation Project. Coordinated activities and work assignments between Div. of Police Personnel and Wagner Construction Company. Reviewed and selected material, furnishings, and equipment for the project. Installed and configured all workstation PC Hardware and Software applications. Maintained control over 1.2 Million Dollar Project Budget, to include preparing, submitting, and closing all Purchase Orders. Prepared weekly and monthly project expenditure reports for Div. of Police Staff.
- Field Training Officer/Police Officer. Provided on-the-job training and instruction to Police Recruits, applying previously learned material within the Academy to real world, real life scenarios. Prepare and submit daily/weekly/monthly evaluation reports covering the Recruit's

## Criss R. Chancellor

Progression through training. Expose and evaluate the Recruit to various situations, ranging from non-life threatening/non-criminal to life threatening/criminal activity. Perform vehicular and foot patrols within assigned areas of responsibility. Observe for and correct criminal violations of local and state laws. Monitor and correct vehicular traffic violations of local and state laws.

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Mar 1981 – Sept 1992

US Air Force

Washington, D.C.

### Law Enforcement Supervisor

- Flight Chief. Supervise the daily Law Enforcement Operations and Activities of 10 to 15 personnel during an 8 hour shift. Prepare and provide an Operational/Duty Assignment/Safety Report to all personnel at the beginning of each shift. Conduct weapons safety inspections on all assigned personnel and weapons.
- Desk Sergeant. Receive and handle complaints from base personnel concerning criminal/non-criminal activities. Dispatch personnel to investigate and handle reported complaints. Monitor facility intrusion alarm systems and dispatch personnel to investigate alarm activations. Prepare written chronological report of the shift activities.
- Patrolman. Conduct vehicular and foot patrol within assigned areas of responsibility. Ensure compliance with all military rules and regulations. Promptly report and correct any violations. Conduct Base Entry Control whereby ensuring all personnel requesting access are so authorized.

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### Education

Aug 1977 – May 1980

F.L. Schlagle High School

Kansas City, KS

#### High School Diploma

General Education with Computer Programming

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1983 – 1990

Community College of the Air Force

Washington, D.C.

General Education, Foreign Language, Computer Science/Programming

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1997 – 2003

Lexington Community College

Lexington, KY

General Education, Computer Science/Systems & Design

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### Certifications

- OSHA 10 Hour Construction Industry
  - SolaCom IQgateway Selective Router Maintenance & Installation Course
  - TCI Synapse Installation & Maintenance Course
  - CML ECS-1000/RescueSTAR Installation and Maintenance Course
  - Department of Criminal Justice Training, Basic Police Science
-

## **Criss R. Chancellor**

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- LFUCG Division of Police, Police Officer Training Academy
- LFUCG Division of Police, Field Training Officer
- LFUCG Division of Police, Sergeant Academy
- Department of Criminal Justice Training, Telecommunications (Basic)
- NENA, Managing the 911 Center

## **Awards**

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- AK Associates, Solacom Partner of the Year
- AK Associates, CML Outstanding Support
- LFUCG Division of Police, Professional Esteem Award (Two)
- LFUCG Division of Police, Professional Service Award (Two)
- US Air Force Commendation Award with Device
- US Air Force Outstanding Unit Award with two Devices
- US Air Force Good Conduct Medal with two Devices



# Lexington-Fayette Urban County Government

## Request For Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #11-2013 911 System Maintenance** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **April 26th, 2013**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

**RFP #11-2013 911 System Maintenance**

If mailed, the envelope must be addressed to:

Purchasing Director  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

**The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and four (4) duplicates (hardcopies) of their proposal for evaluation purposes.**

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

***Please do not contact any City staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.***

### **Laws and Regulations**

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

### **Equal Employment Opportunity**

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 subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

### **Kentucky Equal Employment Opportunity Act**

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 provision of the nondiscrimination 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 timetables.
- (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 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 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 workforce 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.

## **Contention Process**

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP 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 RFP 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 RFP 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 RFP processes. If, based on this review, a RFP 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 RFP recommendation must be filed within 3 business days of the RFP 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.

**SELECTION CRITERIA:**

1. Specialized experienced and technical competence of the person or firm (including a joint venture or association) with the type of service required.
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations.
3. Character, integrity, reputation, judgment, experience and efficiency of the person or firm.
4. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling.
5. Familiarity with the details of the project.
6. Degree of local employment to be provided by the person or firm.
7. Estimated Cost of Services

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

**Questions shall be addressed to:**

Todd Slatin  
Director  
Division of Central Purchasing  
[tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov)

## Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor  
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

## AFFIDAVIT

Comes the Affiant, \_\_\_\_\_, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the proposal or is the authorized representative of \_\_\_\_\_, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal 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. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer 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. Proposer 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 Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

7. Proposer 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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

## 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

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



**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
<b>Total:</b>											

Prepared by: \_\_\_\_\_  
*Name & Title*

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

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

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

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

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street – Room 338  
Lexington, Kentucky 40507

**Lexington-Fayette Urban County Government  
MBE/WBE Participation Goals**

**PART 1 - GENERAL**

- 1.1 The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises as subcontractors or suppliers in their proposals.
- 1.2 Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned and Woman-Owned Businesses on this contract.
- 1.3 **It is therefore a request of each Submitter to include in its proposal, the same goal (10%) or for MBE/WBE participation and other requirements as outlined in this section.**

**PART 2 - PROCEDURES**

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

**PART 3 - DEFINITIONS**

- 3.1 A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

- 3.2 A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.

#### PART 4 - OBLIGATION OF PROPOSER

- 4.1 **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MBE/WBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 4.2 Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 4.3 The Form of Proposal includes a section entitled "MBE/WBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4.4 **Failure to submit this information as requested may be cause for rejection of the proposal.**

#### PART 5 - DOCUMENTATION REQUIRED

- 5.1 Proposers reaching the Goal are required to submit only the "MBE/WBE Participation Form." The form must be fully completed including names and telephone number of participating MBE/WBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Proposal Price. The form must be signed and dated, and is to be submitted with the proposal.
- 5.2 Proposers not reaching the Goal must submit the "MBE/WBE Participation Form", the "MBE Quote Summary Form" and a written statement documenting their Good Faith Effort to do so (If proposal includes no MBE/WBE participation, proposer shall enter "None" on the subcontractor / supplier form). In addition, the proposer may submit the following as proof of Good Faith Efforts to meet the Participation Goal:
- A. Advertisement by the proposer of MBE/WBE Contracting opportunities associated with this proposal in at least two (2) of the following:
    - 1. A periodical in general circulation throughout the region
    - 2. A Minority-Focused periodical in general circulation throughout the region
    - 3. A Trade periodical aimed at the MBE/WBE community in general circulation throughout the region
    - 4. Proposer shall include copies of dated advertisement with his submittal
  - B. Evidence of written notice of contracting opportunities to at least five (5) MBE/WBE firms serving the construction industry at least seven (7) days prior to the proposal opening date.
  - C. Copies of quotations submitted by MBE/WBE firms which were not used due to uncompetitive pricing or other factors and/or copies of responses from

firms that were contacted indicating that they would not be submitting a proposal.

- D. Documentation of Proposer's utilization of the agencies identified to help locate potential MBE/WBE firms for inclusion on the contract including responses from agencies.
- E. Failure to submit any of the documentation requested in this section may be cause for rejection of the proposal. Proposers may include any other documentation deemed relevant to this requirement. "Record of MBE/WBE Solicitation" and other required documentation of Good Faith Efforts are to be submitted with the proposal, if participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

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

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

*“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”*

A Disadvantaged Business Enterprise is defined as a business at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female

We are very happy that you have decided to bid for a contract, request for proposal, submitted a quote or are interested in learning more about how to do business with Lexington-Fayette Urban County Government. We have compiled the list below to help you locate certified minority vendors.

**LFUCG—Economic Engine Listings**

Marilyn Clark  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

**Commerce Lexington—**

Tyrone Tyra, Minority Business Development  
[ttyra@commercelexington.com](mailto:ttyra@commercelexington.com)  
859-226-1625

**Tri-State Minority Supplier Diversity Council**

Sonya Brown  
[sbrown@tsmsdc.com](mailto:sbrown@tsmsdc.com)  
502-625-0137

**Small Business Development Council**

Dee Dee Harbut /UK SBDC  
[ddharbut@uky.edu](mailto:ddharbut@uky.edu)

Shawn Rogers, UK SBDC  
[Shawn.rogers@uky.edu](mailto:Shawn.rogers@uky.edu)

Shiree Mack  
[smack@uky.edu](mailto:smack@uky.edu)

**Community Ventures Corporation**

James Coles  
[jcoles@cvcky.org](mailto:jcoles@cvcky.org)  
859-231-0054

**Kentucky Department of Transportation**

Shella Jarvis  
[Shella.Jarvis@ky.gov](mailto:Shella.Jarvis@ky.gov)  
502-564-3601

**KPAP**

Debbie McKnight  
[Debbie.McKnight@ky.gov](mailto:Debbie.McKnight@ky.gov)  
800-838-3266 or 502-564-4252

Bobbie Carlton  
[Bobbie.Carlton@ky.gov](mailto:Bobbie.Carlton@ky.gov)

**Ohio River Valley Women's Business Council**

Rea Waldon  
[rwaldon@gcul.org](mailto:rwaldon@gcul.org)  
513-487-6534

**Kentucky Small Business Connect**

Tom Back  
800-626-2250 or 502-564-2064  
<https://secure.kentucky.gov//sbc>

**National Minority Supplier Development Council, Inc.  
(NMSDC)**

[www.nmsdc.org](http://www.nmsdc.org)

**LFUCG MBE/WBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** \_\_\_\_\_

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.

<b>MBE/WBE Company, Name, Address, Phone, Email</b>	<b>Work to be Performed</b>	<b>Total Dollar Value of the Work</b>	<b>% Value of Total Contract</b>
1.			
2.			
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.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**By**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**LFUCG MBE/WBE SUBSTITUTION FORM**

**Bid/RFP/Quote Reference #** \_\_\_\_\_

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.					
4.					

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Title**



**MBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

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	RFP Package / RFP 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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## 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 #** \_\_\_\_\_  
**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b>	<b>Address:</b>
<b>Federal Tax ID:</b>	<b>Contact Person:</b>

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

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

<b>Company</b>	<b>Company Representative</b>
<b>Date</b>	<b>Title</b>

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote #** \_\_\_\_\_

By the signature below of an authorized company representative, we certify that we have utilized the following 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 proposal 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.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



## GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, 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 a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent 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 proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, 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 proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent 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 Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, 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 this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent 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 Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, 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 contractor shall not assign or subcontract any portion of the Contract 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 Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.



15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This 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 Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent 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 Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this 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.

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Signature

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Date

## **Section A: Overview of Need**

The Lexington-Fayette Urban County Government (LFUCG) is seeking a bid for basic maintenance and support services related to the daily operation of the LFUCG 9-1-1 telephone switching and call processing hardware and software at the call centers operated by the LFUCG including the operation of the Central Kentucky 911 Network hosted by LFUCG and database management of an in-house ANI/ALI.

The current primary call center is located at 150 East Main Street, Lexington KY and is referred to as the "primary PSAP". The current secondary call center is located at 229 East Third Street, Lexington KY and is referred to as the "secondary PSAP."

Maintenance services will be provided by a dedicated on-site 9-1-1 service technician stationed at the primary or secondary PSAP, or a mutually agreed upon neighboring government facility and by a remote technician (see minimum required qualifications of bidder's technicians within Section F). Specific services are outlined in Section E-1.

Database management services will be provided by a dedicated on-site 9-1-1 Data Analysts stationed at the primary or secondary PSAP, or a mutually agreed upon neighboring government facility. This individual's time would be entirely dedicated to the DBMS/ALI roles and responsibilities outlined in Section E-2 and also providing ongoing on-site support of GIS Data Management, dispatch mapping system and LFUCG's selected Emergency Notification System (ENS).

## **Section B: Definitions**

- a) "ALI" means Automatic Location Identification, the capability to identify automatically the geographical location of the device being used to initiate an emergency 9-1-1 request.
- b) "Bidder" means the person, firm or corporation which submits a bid to perform the services and maintenance described in this solicitation and which may or may not be successful in being awarded a contract for services and maintenance.
- c) "CAD" means Computer Aided Dispatch
- d) "CKY Network" means the Central Kentucky 9-1-1 IP network provided by Windstream KPEN services that transport voice and data between the selective router to all designated partners.
- e) "CPE" means Customer Premise Equipment, the equipment in a call center that receives and processes emergency calls, including 9-1-1 calls.
- f) "Contractor" means the person, firm or corporation chosen to perform the work described in this RFP.
- g) "CPU" means Computer Processing Unit
- h) "First-tier support" means to provide the initial response to all maintenance activity.

- i) "GIS" means Geographic Information System
- j) "LEC" means Local Exchange Carrier
- k) "NRF" means No Record Found
- l) "LFUCG" means Lexington-Fayette Urban County Government
- m) "on-site" means a physical presence at one a sites described in Section A.
- n) "Primary PSAP" means the principal Public Safety Answering Point (or "call center") at which 9-1-1 calls are received.
- o) "PSAP" means the public safety answering point at which emergency calls are taken or to which they are transferred.
- p) "Bid" means a firm quotation for the required PSAP maintenance and support services as outlined in this RFP.
- q) "RFP" means a solicitation of a formal proposal for maintenance and support services described in this document.
- r) "Secondary PSAP" means a Public Safety Answering Point at which 9-1-1 calls are received as a backup to the Primary PSAP or as a simultaneously running Primary PSAP.

### **Section C: General System Overview**

The Primary and Secondary PSAPs include back office redundant hardware, software and network configurations each capable of fully supporting both or either PSAP locations and other 9-1-1 systems used by non-LFUCG entities via secure IP networks.

Wireline and wireless 9-1-1 calls are connected to a Solacom IQ Gateway selective router at each PSAP and routed to an appropriate PSAP. Calls routed to a LFUCG PSAP are answered using a CML ECS-1000 switch. The ECS-1000 switch and Sentinel workstations provide features such as automatic call distribution with recordings, 9-1-1 conference bridging, one button transfer, muting, joint call, speed dialing and others.

The Primary and Secondary PSAPs have a mapped ALI system capable of handling landline and/or wireless 9-1-1 calls. It operates on a suite of software maintained and services by Intrado, including QuickPoint and support peripherals developed by ContactOne, Inc.

LFUCG maintains an in-house ANI/ALI database using DataMaster dbms services to manage Fayette County's approx 156,000 records. The total database count exceeds 300,000 records as the database management services support all partners of the Central Kentucky 9-1-1 Network, aka CKY911 Network.

The CKY911 Network currently includes eleven (11) additional counties throughout Kentucky that proportionally share cost responsibilities for database management services, selective router hardware and software maintenance and related peripheral equipment and services support cost. Primary responsibility for

maintaining and operating the 9-1-1 infrastructure for the CKY911 Network is required by the bidder.

#### **Section D: Equipment Listing**

See Attachment A for listing of Lexington's 911 System, Sites and Equipment which are supported by LFUCG's selected bidder.

See Attachment B for information related to Central Kentucky 911 Network, including equipment list (and location) which are supported by LFUCG's selected bidder.

See Attachment C for listing of landline and wireless service providers connected to LFUCG equipment and/or CKY911 Network.

#### **Section E: Required PSAP Maintenance Services**

A bidder shall submit a bid that substantially includes all of the components of required PSAP maintenance services that are outlined in this Section. Any components not included shall be specifically noted.

A bidder shall bid the components of this section for a projected performance period of one (1) year commencing July 1, 2013 and concluding June 30, 2014. The initial term of this Agreement shall be a period of one (1) year, will commence as outlined in the final contract agreement and shall expired as outlined in Section I. The bid shall be for all of the components listed below as though all of them would be performed during this period.

##### Section E-1

These services would be performed by a minimum of one (1) dedicated onsite 9-1-1 service technician and by a minimum of one (1) remote technician (see minimum qualifications of bidder's technicians in Section F). Specific services sought are described as follows:

- a) Provide first tier labor support for the two (2) CML ECS-1000 switches, Solacom hybrid seletiver router and 911 ANI/ALI controller.
- b) Maintain the functionality of the Sentinel workstations at the Primary and Secondary PSAPs.
- c) Provide onsite training of LFUCG PSAP Telecommunicator series staff, training and operational personnel, and designated administrative & management personnel on the use of Sentinel workstation software, as needed.

- d) Install annual scheduled upgrades of the operating software for CML ECS-1000 switches that are owned, leased or otherwise used by LFUCG.
- e) Install and maintain Sentinel workstation software and upgrades to LFUCG workstations at the Primary and Secondary PSAP.
- f) Configure and maintain CML call distribution program as directed by LFUCG.
- g) Install and test CML ECS-1000 and Sentinel workstations as acquired or upgraded.
- h) Reinstall, upgrade and/or migrate the existing CML ECS-1000 switch(s), and related Sentinel workstations, upon the relocation of the Primary and/or Secondary PSAP to a new location.
- i) Monitor, troubleshoot, analysis and adjust PSAP CPE, selective router and associated software/hardware systems, including the network.
- j) Design of PSAP, Call Routing and trunking configurations, including i3 NENA technology for Text Messaging, etc.
- k) Periodically test elements of the 9-1-1 network – on a schedule to be mutually agreed upon by the successful bidder and LFUCG, but no less frequent than weekly – including all connectivity of the CML ESC-1000 and/or selective router to all participating service providers and from CML switch to the Sentinel workstations, CAD, Mapping system, WALI Router and related peripherals.
- l) Refer any identified problems to appropriate vendor and/or service provider for resolution while monitor progress until resolution. The bidder will insure the network is fully operational by identifying all network concerns and problems.
- m) Maintain and manage an ALI discrepancy process. The bidder shall provide backup support and ‘fill in’ help for the LFUCG Address Coordinator as needed, as directed by the Director of E911.
- n) Provide first tier support for 9-1-1 integrated mapping software. First tier support shall include assisting the mapping software vendor support team in system troubleshooting, installing system modification and upgrades (both hardware and software), and monitoring the mapping system used in the PSAP.
- o) Install new and/or upgraded mapping software required in the PSAP to insure proper handling of 9-1-1 calls onto CPUs within the PSAP and other required systems required for proper operation.
- p) Identify, test and refer 9-1-1 trouble to the proper service provider(s) and/or other vendors associated with the 9-1-1 service and/or support service.
- q) Monitor all referred problems to insure the problems proper and timely resolution.
- r) Escalate all problems not resolved in a timely manner (no greater than 12 hours) to the LFUCG Director of E911 or their designee.
- s) Maintain an automated NRF procedure. The process shall automatically capture and track every NRF by service provider.
- t) Coordinate with network provider(s) to monitor network capacity and propose proactive solutions to insure capacity thresholds are not surpassed.

- u) Assist Local Exchange Carriers and other service providers connected to the system in troubleshooting, modifications, monitoring and hardware/software and network installations.
- v) Configure and maintain wireless carrier profiles to insure proper integration and use of Intrado, TCS and/or other databases required for proper wireless 9-1-1 handling.
- w) Serve as liaison between LFUCG and wireless, VoIP and NG911 service providers, including third party provider integrators and/or support teams.
- x) Maintain wireless routing for LFUCG's primary and secondary PSAPs to support LFUCG's and the CKY911 Network requirements.
- y) Coordinate scheduling and testing with wireless, landline, VoIP and other 9-1-1 service providers and LFUCG technical and Call Center staff.
- z) Assist CAD vendor(s) in system trouble shooting, software installation and upgrades as related to integration with 9-1-1 CPE, mapping and related 9-1-1 infrastructure and software packages.
- aa) Provide first-tier on-site software support for CPUs and servers at the Primary and Secondary PSAP sites.
- bb) Install, maintain and trouble shoot Microsoft on CPUs and servers at PSAPs as directed by the Director of Enhanced 911.
- cc) Install and maintain CPUs and monitors at all Sentinel workstations and install, transfer or reinstall all software and data from CPUs that are replaced.
- dd) Provide software, hardware and integration support for ECaTS data collection and reporting system.
- ee) Provide software, hardware and integration support for RAVE Smart911 and related peripherals to insure proper operation with liscensed PSAPs.
- ff) Provide project management and consulting services for all new projects associated with PSAP's technology management, design and implementation.
- gg) Technical support for system implementation for all new technologies including i3, VoIP, CAD and Mapping API integration. Includes no additional labor cost related to expansion, relocation or upgrades of 911 systems.

LFUCG will provide office space, including internal network and telephone connections, for the individual fulfilling the role of this position.

Section E-2

Database management services will be provided by a dedicated on-site 9-1-1 Data Analysts stationed at the primary or secondary PSAP, or a mutually agreed upon neighboring government facility. This individual's time would be entirely dedicated to the DBMS/ALI roles and responsibilities as described below:

- a) Provide support and assistance, as required, for the completion of task and responsibilities outlined in Section E-1.
- b) Provide daily and weekly upload of GIS data to each PSAP to insure availability of GIS databases required for 9-1-1 functionality including

- address points, street centerline ranges, cell tower, ESN, aerial images and other database as identified by LFUCG and bidder.
- c) Provide onsite training of LFUCG PSAP Telecommunicator series staff, training and operational personnel, and designated administrative & management personnel on the use of LFUCG mapping system and database error reporting.
  - d) Provide ongoing on-site support of GIS Data Management, the dispatch mapping system and LFUCG's selected Emergency Notification System (ENS).
  - e) Maintain and manage an ALI discrepancy process. The bidder shall provide backup support and 'fill in' help for the LFUCG Address Coordinator as needed, as directed by the Director of E911.
  - f) Manage data delivery from 9-1-1 Data Providers (telcos) in the contracted governmental entities serving area to 911 Data services, which will include initial load and daily update files.
  - g) Follow NENA Data Standards and timeliness as outlined in NENA 02-011 or latest version of original standard guidelines accepted by NENA.
  - h) Create and deliver selective routing files, as required.
  - i) Act as communication point for LFUCG and data providers.
  - j) Create and maintain all required tables.
  - k) Import all existing MSAGs, LoST files and related databases to meet 9-1-1 DBMS requirements and continue with daily processing.
  - l) Perform initial dbms load and daily error resolution.
  - m) Provide correction to "owner of record(s)" once a valid address is determined.
  - n) Ensure daily service order changes are processed by all Data Providers.
  - o) Perform ANI/ALI and NRF resolution as well as root cause analysis as to why the condition occurred, propose resolutions.
  - p) Create reports for county and daily providers, as needed.
  - q) Create and deliver requested MSAG, dbms and Customer audit files/reports.
  - r) Create redundancy with regards to 9-1-1 database activities.
  - s) Provide training, guidance and project management to CKY 911 Network partners on ANI/ALI dbms local responsibilities and updating requirements for their specific records.
  - t) Act as communication point for CKY911 Network partners and LFUCG as related to dbms updates, changes, reports, training and initial data load.

LFUCG will provide office space, including internal network and telephone connections, for the individual fulfilling the role of this position.

### **Section F: Minimum Qualifications of Bidder's Technicians**

To perform the relevant respective functions outlined in Section D above, the bidder must have a directly employed principal technician (sub-contractor is not allowed) who is certified by CML, Solacom and ECATs to perform installation, upgrades and modifications to hardware and software operated by LFUCG.

Certification from each manufacture must be provided in writing, including any limitations, exclusions and any required minimum required maintenance levels as warranted.

The principal technician must have four (4) years experience in PSAP telecommunications and has provided first tier maintenance support for CME ECS-1000, Sentinel workstations, Solacom selective router along with ECaTS and Smart911 software applications. Experience must include the installation and maintenance of CML PSAP CPE, installation of LEC provided 9-1-1 circuits, and wireless and VoIP 9-1-1 routing. The on-site principal technician must also have previously installed a Solacom selective router, CML ECS-1000 and Sentinel workstations. Additionally, a minimum of one (1) year experience in maintaining the complete suite of mapping software that is used within the LFUCG PSAPs.

The on-site principal technician must be on-site at the LFUCG location (to be determined day to day), Monday through Friday, except for LFUCG employee holidays. Work hours will be 0830 – 1600 unless otherwise agreed upon in writing between the Director of Enhanced 911 and the successful bidder.

In addition, the bidder will provide 24-hour remote technical service by a trained, directly employed technician for all “out of hour” service problems. This second technician must be certified to work on CML ECS-100 switch, Sentinel workstations and Solacom selective router. This technician does not have to be on-site but shall become part of the escalation list. Response shall be within a maximum two hour time frame. If awarded a contract, the bidder must have a this remote technician employed and available to LFUCG within six (6) months of contract award.

Bidder shall provide LFUCG with a problem-solving hierarchy (escalation list), and keep such a list current, thus providing 24/7/366 system support.

### **Section G: Other Bidder Requirements**

Bidders must provide the following documentation:

- Three (3) references from PSAPs where the bidder has provided technical assistance in the engineering, installation and maintenance of PSAPs capable of handling landline, wireless Phase I and Phase II, and VoIP emergency calls.
- Written proof that the initial on-site technician is certified by CML and has successfully installed and maintained a CML ECS-1000 switch and Sentinel workstations.
- Written proof that the initial on-site technician is certified by Solacom and has successfully installed and maintained a Selective router and manufacture’s PSAP CPE.



- Written proof of experience using the CML ECS-1000 switch and Sentinel workstations to successfully answer and route both Phase I and Phase II calls directly from wireless carriers, bypassing the 9-1-1 telephone service provider.
- Written proof of experience using the CML ECS-1000 switch and Sentinel workstations to successfully answer and route landline 9-1-1 calls.
- Written proof that the on-site technician has a minimum of four years experience in PSAP telecommunications.
- Written proof of experience in implementing a fully automated ALI and ALI discrepancy tracking system at a PSAP.
- Written proof of experience in implementing and maintaining a wireless Phase I and Phase II network, bypassing the local 9-1-1 telephone system provider 9-1-1 network by providing direct network connection between the wireless carriers and the switch.
- Written proof of experience in implementing and maintaining wireless Phase 1 and Phase II ALI data circuits, bypassing the 9-1-1 telephone system provider using connectivity directly to Intrado/TCS.
- Written proof of experience using Solacom IQ Gateway and Guardian CPE solution in a host/remote configuration.

## **Section H: Evaluation of Proposals**

Bids found to be technically or substantially non-responsive will be rejected and not considered further.

## **Section I: Method of Award**

Bidders must have met all specifications and all mandatory requirements to be considered. LFUCG may, at its sole option, elect to require presentation(s) by qualified bidders. LFUCG reserves the right to accept a proposal, or to reject any and all proposals based on what is judged to be in LFUCG's best interests. If presentations are required, all qualified bidders will be invited to participate.

LFUCG will endeavor to negotiate a contract with the selected bidder. If a mutually agreeable contract can not be negotiated with the selected bidder, LFUCG will then award contracts or contract with the first paragraph of this section, and so on, until a mutually agreeable contract can be successfully negotiated.

## **Section J: Performance**

A contract for services will be negotiated with the successful bidder. The prospective contract term upon which bids shall be based will be July 1, 2013 through June 30, 2014, renewable for three (3) additional terms of two (2) years. If

the bid is not awarded by July 1, 2013 or if, for good reason, performance by the successful bidder is unable to commence on July 1, 2013, then the amount of the contract will be reduced on a pro-rata daily basis for the period from the date that performance actually commences until June 30, 2014. The LFUCG shall have the right to terminate the contract early for (i) unavailability of funds or (ii) cause. LFUCG's termination of services would include a ninety (90) days written notice to the contractor.