

Firm Submitting Proposal: Special Electronics, Inc.

Complete Address: 363 TV Tower Road, Mitchell, IN 47446
Street City Zip

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PROPOSAL FOR LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Submitted By:

Special Electronics, Inc.

19 March 2024

Submitted To:

Reference: RFP #15-2024

Restriction on Disclosure and Use of Data

This proposal includes data that shall not be disclosed outside of Lexington-Fayette Urban County Government (recipient) and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror or quoter as a result of – or in connection with – the submission of this data, the recipient shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the recipient's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets 4 through 19 and all attachments and enclosures.

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Offeror:**Address for all correspondence:**

Special Electronics, Inc.
363 TV Tower Rd.
Mitchell, IN 47446

CAGE Code: 3ZEG6

DUNs Number: 007069656

Solicitation POC:

Travis Andreas
Executive Vice President
(812) 849-2723 (Office)
(812) 675-2806 (Mobile)
ta@specialelectronicsinc.com

Terms and Conditions:

SEI agrees to the terms and conditions of this solicitation (which consists of the entire RFQ, including all documents, exhibits, and other attachments that are incorporated therein by reference and made a part thereof) and any solicitation amendments received prior to the submission of this solicitation response.

US Government Certifications

Representations and Certifications: SEI Representation and Certifications (Reps & Certs) are available at the Online Representatives and Certifications Application (ORCA): <https://orca.gov/>

NAICS:**North American Industry Classification System**

334418	Printed Circuit Assembly (Electronic Assembly) Manufacturing
335999	All Other Miscellaneous Electrical Equipment and Component Mft.
541330	Engineering Services
541490	Other Specialized Design Services
541690	Other Scientific and Technical Consulting Services
541990	All Other Professional, Scientific, and Technical Services
611699	All Other Miscellaneous Schools and Instruction

Small Business Concern: SEI is an SBA Small Business Concern in all the above NAICS areas. Additionally, SEI is an SBA Emerging Small Business in its primary NAICS – 541330, Engineering Services.

Attachments/Enclosures:

LFUCG Good Faith Efforts Attachment
MWDBE Quote Summary Form
LFUCG MWDBE Participation Form
Equal Opportunity Agreement
Workforce Analysis Form
American Rescue Act Form
General Provisions Form
Signed Affidavit
LFUCG LPD Electronic IED Disablement Training

SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE

Performance/Management Approach:

Special Electronics, Inc (SEI) plans to utilize the combined experience of its employees to provide relevant, realistic training, training aids, and equipment to facilitate the customer to meet their command objectives and mission requirements. SEI will develop custom training plans, design training aids, and/or supply the equipment necessary to meet the requirements for the requested courses of instruction. In meeting the requirements of requested courses, SEI may instruct operators on SEI proprietary Tactics, Techniques, and Procedures (TTPs) based on relevant threat data as it pertains to Explosive Ordnance Disposal (EOD) operations and personnel. Currently, the FBI uses these SEI proprietary TTPs for all advanced levels of bomb tech training. SEI developed the course curriculum and continues to be the sole contractor for the certification phase of the FBI's Tactical Special Agent Bomb Technician (TSABT) Program. SEI also developed the FBI's Tactical Bomb Tech (TBT) curriculum and is the contractor responsible for the electronics instruction and device building for the program.

Training Courses of Instruction (COI):

Following is a representative, but not limited to, list of topics that SEI employs Subject Matter Experts (SME) for instruction. This list is based on past courses and is organized by topic and not COI because many of the topics may be included in more than one COI.

- General IED Characteristics
 - Identification
 - Threat Assessment
 - Render Safe Procedures
 - Proper Handling and Disposal
- Basic Electronics/Basic Electricity COI
 - Basic theory of electricity
 - Ohm's Law with Practical Examples
 - Simple Circuit Design
 - Circuit Design with respect to IED's and EOD operations
- EOD Specific Tool Usage, Circuit Effects, and Limitations
 - Digital Multimeter
 - Wire Attack Special Purpose Probe
 - Scorpion Resistive Substitution Device
 - 90 Mega-Ohm Resistor for safe voltage measurements
- Detonator Diagnostics
 - Identification of detonators in a live IED circuit
 - TTPs to safely prosecute/disarm detonators in a live IED circuit
 - Practical exercises to emphasize the TTPs
 - Practical Tests to evaluate each student's abilities
- Switch/Two-Wire Diagnostics
 - TTPs for safely diagnosing and, if applicable, prosecuting two-wire systems.
- Trigger Wire Diagnostics Including Residential/Commercial Alarm Systems
 - Sensor/trigger review including identification and functional aspects

- TTPs for safely diagnosing and, if applicable, prosecuting trigger systems utilizing more than two wires. This includes, but is not limited to, powered sensors and car alarm systems.
- Bench-top practical trainer practice
 - These practical trainer boxes can be configured in multiple ways to introduce new concepts and reinforce TTPs through practice.
 - The trainer boxes can be used for open circuits, closed circuits, and resistive circuits all with or without attachment to powered sensors for added versatility.
- IED Electronics and Circuit Building
 - Component Theory and Instruction
 - Circuit Theory
 - Circuit Construction
 - Safety Features for IED Circuits
- Advanced Manual Techniques for Hand Entry
 - Material Specific Instructions in Exploiting Weaknesses
 - Construction Specific Instructions in Exploiting Vulnerabilities
- Tactical Bomb Technician Training
 - Rigging/Advanced Rigging
 - Assault Force Specific Guidance for Bomb Technicians Regarding
 - Perimeter Distance
 - Covering Capability
 - Best Locations for Safe Cover
- Explosives Theory for Bomb Technicians
- Net-Centric Systems and Technologies
 - Features and Identifying
 - Operation and Possible Limitations
- Transmitter/Receiver Circuits
 - Features and Identifying
 - Operation and Possible Limitations
 - DTMF Design and Proper Operations
 - Encoding Schemes
- Programmable Integrated Circuits Design
 - Hardware Design for Microcontrollers, Including Arduino
 - Software/Firmware Programming for Associated Microcontrollers
 - Programming in C
 - C++
 - Scratch
 - RISC / Assembly

Training Aid Fabrication:

SEI provides realistic and threat relevant training aids for use during specific COIs or for use as practice outside of training cycle COIs. Each training aid fabricated will have a detailed set of instructions. The instructions will contain detailed photos, a list of triggers, specific operational notes for each trigger (if applicable), arming instructions, disarming instructions, a reset procedure (if applicable), and a POC for questions/follow-up. Following is a partial list of

types/styles of training aids prepared for past events. This list is not all inclusive, and new types/styles of training aids may be requested and/or utilized for training based on relevant and/or forecasted threat data.

- Basic Individual Devices
 - Small Cooler with one or more triggers
 - Wood Box with one or more triggers
 - Cardboard with one or more triggers
- Advanced Electronics COI Devices
 - Individual Devices
 - Specifics will be task order based.
 - Package: Small Cooler (hard or soft side), briefcase, backpack, or similar
 - Electronics are not likely to include more than 2 triggers (PIR and anti-open/anti-lift switch or similar) but will be named or specified on the task order.
 - Two-Man Device
 - Specifics will be task order based.
 - Package: Access difficulty dependent cases such as wood boxes, plastic shipping boxes, personal document safes, or similar.
 - Electronics are not likely to include more than 3 triggers. The triggers may or may not be specified by the task order, but difficulty will be. Most likely, the scenario for these training aids will be to push towards requiring trigger bypass to reinforce TTPs.

EOD-Specific Gear and Equipment:

SEI supplies a wide range of gear and equipment to EOD operators around the world. Much of the equipment SEI supplies is manufactured solely by SEI.

The following is a list of EOD-specific gear solely manufactured by SEI.

- Wire Attack Special Purpose Probes (WASPP Kits)
- Scorpion Substitution Device
- 90 Mega-Ohm Resistor Plug
- 100 kilo-Ohm Resistor Plug
- Cap and Switch Wire Trainer (CSWT)
- Advanced Diagnostic Trainer
- Trigger Wire Trainer

SEI will quote lead-time for gear and equipment when requested. Actual lead-time may vary depending on timing of the order. Lead-time will be given at the time of the order.

General Pricing/Cost Information:

SEI has more than 20 years of experience training EOD and Bomb Technicians, including building training aids based on specific requirements and current/past threat scenarios. SEI draws upon the experience and past projects to estimate hours and costs associated with courses of instruction and building training aids. The quoting process for SEI generally follows this path:

1. Two or more people will analyze the Training Request (TR) and discuss the requirements.
2. The individuals will then start looking at what is needed to meet the TR expectations. The items needed may include, but are not limited to, classroom material, benchtop practical devices, and training aids.
3. Once the necessary items are decided upon, a rough design for each item is developed.
4. Based upon the rough designs for the items needed, one individual will put together a rough draft customized quote based on the designs and requirements.
5. Once the rough draft is complete, then one or more other SEI individuals will analyze the quote. This is done to ensure that the quote covers each of the requirements of the specific TR and appear reasonable in terms of cost and delivery.

The size and scope of the TR are factors in how many people look over the quote before it is sent out. At a minimum, two people will have been used to prepare/analyze the quote. Larger TR's, generally over \$25k, will be examined by an officer of SEI with an electrical engineering degree.

SEI manufactured equipment will be quoted at current retail rates as per requests received.

Corporate Experience:

SEI has been providing training, training aids, and specialized gear for EOD and Bomb Technician personnel for more than 20 years to a multitude of customers. All training is for government personnel, whether it be federal, state, or local governments from around the world (US allies only). Our customers do include FVEY countries.

The SEI office/shop in Mitchell, Indiana is a US DoD Top Secret cleared facility.

IED Electronic Disablement Training Course of Instruction

SEI Requires at Least 45 Days Notice for this Event Scheduling

SEI will develop the full course curriculum for the 40 hours of instruction for this class. The course will cover all instruction points required in the RFP using SEI proprietary TTPs (same as taught to and used by differing levels of the Federal Bureau of Investigation). The tentative agenda that will be used to cover all points of instruction is:

Monday:

- AM: IED Electronic Theory
IED Circuit Theory: Series and Parallel
IED Device Design Component Basics
- PM: Basic Soldering Skills, including soldering parts to use for breadboard tasks
Begin Breadboard Circuits with a focus on component types in IED circuits

Tuesday:

- AM: IED Circuit Construction and Soldering
- PM: Students will be given a set of IED design criteria. They will then design, build, and test a breadboard circuit meeting all required design criteria
The students are then to transfer the design to a solderable
Use the circuit that was soldered together to build a device. SEI will bring some extra materials and containers. 4-5 teams will have different objectives/categories (Cat A, Booby Trap Area protection (CON-EX box with drugs), Booby-Trap a field.

Wednesday:

- AM: IED Device Logic and Theory
- PM: Tools and Equipment for Electronics IED Detonator Diagnostics and Defeat

Thursday:

- AM: IED Detonator Diagnostics and Defeat using SEI Cap and Switch Wire Trainer (CSWT)
- PM: IED Detonator Diagnostics and Defeat with the SEI CSWT

Friday:

- AM: Hand Entry Practice with SEI Provided Devices
Student Device Build Trade-Off, Teams will trade devices and brief scenarios for each team to work.
IED Switch Diagnostics and Defeat Introduction
- PM: Continue with switch diagnostics utilizing the SEI CSWT.

This schedule is flexible so that it may proceed at the rate of the individual students in class.

Student Equipment

SEI will provide each student with a student kit. The kit will come in a backpack or tool pouch. The kit will include, at a minimum: Solderless Breadboard, Solderable Breadboard, Soldering Iron with Accessories, Wire Cutters, Screwdrivers, Pliers, Resistor Kit, discrete electronic component kit, and a Basic Digital Multimeter. These kits will be the student's property at the conclusion of the class. SEI will also provide each student with an empty device container to build into a device.

Expendable Material

SEI will provide at least 300 SEI Proprietary Cap and Switch Wire Trainer Headers with electric matches to be used in conjunction with the SEI manufactured Cap and Switch Wire Trainer System.

Class Use (Contractor Keeps)

SEI Cap and Switch Wire Trainers

Device Logic and Theory Props

Intermediate Electronic IED Disablement Training

Location: Lexington

2024

20 Students

Cost Each

Qty

Subtotal

Labor

SME Labor On-Site	\$ 189.00	40	\$ 7,560.00
Sr. Tech Labor, On-Site	\$ 117.57	40	\$ 4,702.80
Labor, Prep, Engineering	\$ 132.16	32	\$ 4,229.12
Labor, Prep, Sr. Tech	\$ 117.57	12	\$ 1,410.84
Labor, Prep, Jr Tech	\$ 75.19	8	\$ 601.52
Labor, Admin/Tech Writer	\$ 62.38	16	\$ 998.08

\$ -

\$ -

CSWT Leads	\$ 21.00	300	\$ 6,300.00
Student Kit	\$ 100.00	20	\$ 2,000.00
Student Device Containers	\$ 40.00	20	\$ 800.00
Cat A Devices (2 sets of 10, 1 open and 1 closed switch in each)			
Cooler and a backpack	\$ 300.00	20	\$ 6,000.00

Subtotal

\$ 34,602.36

P&M (13%)

\$ 4,498.31

Subtotal

\$ 39,100.67

\$ -

\$ -

Travel

Hotel	\$ 116.00	12	\$ 1,392.00
Hotel Tax	\$ 18.64	12	\$ 223.69
Per Diem	\$ 64.00	14	\$ 896.00
Mileage	\$ 0.66	380	\$ 248.90
Labor	\$ 113.61	18	\$ 2,044.98
			\$ 4,805.57

TOTAL \$ 43,906.24

Advanced IED Disablement Training Course of Instruction

SEI Requires at Least 45 Days Notice for this Event Scheduling

SEI will develop the full course curriculum for the 24 hours of instruction for this class. The course will cover all instruction points required in the RFP using SEI proprietary TTPs (same as taught to and used by differing levels of the Federal Bureau of Investigation). The tentative agenda that will be used to cover all points of instruction is:

Day 1:

- AM: IED Detonator Diagnostics and Defeat Review
 - Tool Usage (WASPP, DMM)
 - Procedures utilizing SEI Proprietary TTPs
 - IED Detonator Diagnostics and Defeat Practical Exercises with SEI CSWT
- PM: IED Switch Diagnostics and Defeat Instruction
 - IED Switch Diagnostics and Defeat Exercises with the SEI CSWT

Day 2:

- AM: IED Switch Diagnostics and Defeat Exercises with the SEI CSWT
 - Advanced IED Trigger Theory
- PM: IED Switch Replacement and Substitution with SEI Scorpion Device
 - IED Switch Replacement Practical Exercises with SEI Advanced Diagnostic Trainer System

Day 3:

- AM: Substitution Practice Runs, Scenario Runs – at least one with substitution
- PM: Culmination Event, Hotwash

Contractor will bring, at a minimum, the following expendable equipment

Minimum Device Counts

Cat A – 16 (No Resistive Substitution)

Cat A – 8 (Resistive Substitution Required)

Booby Traps – 8

Impedance/AMT Devices – 8

CSWT Headers – 96

ADT Headers – 64

Class Use (Contractor Keeps)

CSWT Trainers

ADT Trainers

Trigger Trainer Boxes

WASPP Kits

Scorpion Devices

Advanced IED Disablement Training

Location: Lexington

2024

16 Student Maximum

Cost Each

Qty

Subtotal

Labor

SME Labor On-Site	\$ 189.00	24	\$ 4,536.00
Sr. Tech Labor, On-Site	\$ 117.57	24	\$ 2,821.68
Labor, Prep, Engineering	\$ 132.16	36	\$ 4,757.76
Labor, Prep, Sr. Tech	\$ 117.57	32	\$ 3,762.24
Labor, Prep, Jr Tech	\$ 75.19	8	\$ 601.52
Labor, Admin/Tech Writer	\$ 62.38	16	\$ 998.08

\$ -

\$ -

CSWT Leads	\$ 21.00	96	\$ 2,016.00
ADT Leads	\$ 24.00	64	\$ 1,536.00
Cat A-No Substitutions	\$ 300.00	16	\$ 4,800.00
Cat A-Substitution	\$ 400.00	8	\$ 3,200.00
Booby Traps	\$ 125.00	16	\$ 2,000.00
Impedance/AMT Devices	\$ 250.00	8	\$ 2,000.00
Trigger Box Cables	\$ 2.00	32	\$ 64.00

Subtotal \$ 33,093.28

P&M (13%) \$ 4,302.13

Subtotal \$ 37,395.41

\$ - \$ -

Travel			
Hotel	\$ 116.00	8	\$ 928.00
Hotel Taxes	\$ 18.64	8	\$ 149.13
Per Diem	\$ 64.00	10	\$ 640.00
Mileage	\$ 0.66	380	\$ 248.90
Labor	\$ 113.61	18	\$ 2,044.98
			\$ 4,011.01

TOTAL \$ 41,406.42

PAST PERFORMANCE RECORD AND COST CONTROL

SEI has performed many events like the ones requested in this RFP. The customers have been differing levels of law enforcement and military branches from around the United States and the world (U.S. allies only). SEI only performs events as requested in the RFP on Firm Fixed Price contracts. This forces SEI to implement cost control measures that meet the estimates given ahead of time and reduces the customer's risk because it is a fixed price for them.

Phoenix Police Department Bomb Squad

- POC: Jason Jahnke Jason.Jahnke@phoenix.gov
- Public Service Bomb Technician Training (PO4400959183)
 - Basic Electronics Theory
 - Cap and Switch Defeat
 - Rigging (Impedance/VBIED/etc)
 - Booby Trap Lanes (Both indoor and outdoor)
 - Culmination Exercise

US Air Force – Pope AFB

- POC: Chris Eccard eccardcs@socom.mil
- EOD Course of Instruction with Advanced Skill Training (H9245523P3158)
 - Basic Electricity Review/Advanced Electricity Review
 - Cap and Switch Defeat
 - Advanced Manual Techniques/CAT-A Techniques
 - Culmination Exercise

Federal Bureau of Investigation

- POC: William Sorokin wjsorokin@fbi.gov
- Classified Multi-year Contract Including but not limited to
 - Basic Electronics/Advanced Electronics
 - Full Mission Profile Training
 - Tactical Special Agent Bomb Technician (TSABT) Sustainment
 - Tactical Bomb Technician (TBT) Training

LOCAL EMPLOYMENT

SEI contacted MWDBE businesses from the list received from the LFUCG Minority Business Enterprise Liaison for sub-contract work. The list included business from the LFUCG area. The results of the contacts made are in the LFUCG Statement of Good Faith Efforts.

SEI does not plan on directly employing any person or firm local to the Lexington area during the training weeks when scheduled. Each event listed in the RFP is a very short duration and lasts only 3 or 5 days. The subject matter being taught in the events is strictly limited to law enforcement personnel. Due to the subject matter of the events, no non-essential personnel will be utilized during the events. SEI will be sending Subject Matter Experts to the Lexington area to complete the events.

SEI will be sending two instructors for each event, SEI will be directly supporting local businesses in the hotel and food service industries for the duration of the events.

STATEMENT OF GOOD FAITH EFFORTS

SEI was unsuccessful in fulfilling the MWDBE and Veteran-Owned business goals. We took the following actions to subcontract a large portion of our bid to MWDBE firms and Veteran-Owned businesses.

- Requested dates for an LFUCG Procurement Economic Inclusion Outreach event prior to the submission date for the RFP. None were on the schedule.
- Requested dates for pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities prior to the submission date for the RFP. None were on the schedule.
- Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG. SEI filtered the results to relevant vendors within Ohio, Indiana, Illinois, and Kentucky. Fourteen suppliers were filtered and contacted via email with a subject line of "MWDBE and Veteran-Owned Small Business Subcontractor Opportunity". Within the email SEI provided the MWDBE firms and/or Veteran-Owned businesses with adequate and timely information about the plans, specifications, and requirements of the contract. SEI also offered to supply all necessary materials to complete the project at no expense to the contractor in an effort to increase the likelihood of meeting the contract goals. A copy of contents of this email were included in the email request sent to Sharita Miller. Delivery/Read receipts were attached to each and is available to be forwarded to the LFUCG if requested. The results were as follows:
 - Cornerstone Engineering, Inc. - chella@cei-engineering.com
 - Delivered
 - No Read Receipt
 - No Reply
 - Cosmos Technologies, Inc. - info@cosmostechnologiesinc.com
 - Delivered
 - Deleted without being read
 - Critical Environmental Solutions - Bob@CES.Works
 - Delivered
 - No Read Receipt
 - No Reply
 - Crown Services INC - b.donaldson@crownservices.com
 - No Delivery Confirmation Received
 - No Reply
 - Eckman Freeman & Associates, Inc. - tlcain@eckmanfreeman.com
 - Delivered
 - Auto-reply stating all emails will be returned on March 11.
 - No Reply Received
 - FSS Corp dba Flexible Staffing - mjackson@fssstaff.com
 - Undelivered Mail Returned to Sender
 - "The email account that you tried to reach is inactive."
 - Human Development Company - belindacrawford@humandev.com
 - No Delivery Confirmation Received
 - No Reply
 - Millennium Learning Concepts - drmlc2005@gmail.com

- Delivered
 - No Read Receipt
 - No Reply
- Organized Energy Coaching and Consulting - MWBE@OrganizedEnergy.co
 - Delivered
 - No Read Receipt
 - No Reply
- Salt River Engineering - connie@saltrivereng.com
 - Delivered
 - No Read Receipt
 - No Reply
- Skips Defense Solutions - skipmccall@me.com
 - Delivered
 - No Read Receipt
 - No Reply
- TKT & Associates, Inc. - dorothy@tktandassociates.com
 - Delivered
 - Read
 - No Reply
- Crown Services, Inc - l.stinnett@crownservices.com
 - No Delivery Confirmation Received
 - No Reply
- Team Fishel - avdattilo@teamfishel.com
 - Undelivered Mail Returned to Sender
 - "The email account that you tried to reach is inactive."
- SEI made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries by posting an open invitation on LinkedIn with the exact same description and details as the emails sent directly to the certified LFUCG vendors. SEI has found LinkedIn to be successful in providing qualified leads in previous employment opportunities. SEI will leave this posting open through the end of March to give LFUCG personnel an opportunity to view.
 - <https://www.linkedin.com/jobs/view/3844888331>
 - SEI received six views.
 - SEI received zero applications.

AFFIRMATIVE ACTION PLAN

Although Special Electronics, Inc. does not employ the minimum number of personnel to require an Affirmative Action Plan by Executive Order 11246 and Section 503 of the Rehabilitation Act of 1973 standards, we pride ourselves in both our past and current determination to provide equal opportunity in employment for all qualified persons. We prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment. This stance of equal employment opportunity applies to every aspect of our employment policies and practices.

INSURANCE

SEI Currently holds the following insurance policies:

General Liability Coverage:	\$1M per occurrence \$2M aggregate
Auto Liability	\$1M per occurrence
Worker's Compensation – Indiana Policy covers for short term travel to other states	
Employer's Liability	\$100k
Professional E&O Liability	Not Available for SEI

Due to the nature of SEI's work and the type of instruction and training requested in the RFP, an E&O Policy cannot be obtained. As can be imagined, instructing bomb technicians how to perform render safe operations on Improvised Explosive Devices in high threat situations is not something insurance companies want to jump at the chance to cover. IEDs have no UL Certification or Building Codes that must be followed when an unknown individual builds them. All IEDs have hazardous materials associated with them and they are all different. For these reasons, SEI teaches the most safe way known to perform render safe procedures. After SEI delivers a COI, SEI has no control over municipalities and individual bomb technicians to require constant training and sustainment of capabilities. When all these factors are considered, insurance companies are not willing to provide coverage for an E&O policy.

Umbrella Liability Coverage:	\$5M per occurrence
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SEI EXCEPTIONS TO RFP 15-2024

SEI is submitting a response to RFP 15-2024 with one exception. Due to the nature of the training requested, SEI is unable to procure E&O insurance as described above in the INSURANCE Section.

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # RFP-15-2024

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

 Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

 Included documentation of advertising in the above publications with the bidders good faith efforts package

N/A Attended LFUCG Procurement Economic Inclusion Outreach event

N/A Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

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

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

✓ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

✓ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

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

✓ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

✓ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

N/A Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

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

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

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

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

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

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

Special Electronics, Inc.

Company

03/16/2024

Date



Company Representative

Executive VP

Title



MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # RFP-15-2024

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name Special Electronics, Inc.	Contact Person Callie Hatfield
Address/Phone/Email 363 TV Tower Road, Mitchell, IN 47446 812-849-2723 callie@specialelectronicsinc.com	Bid Package / Bid Date RFP-15-2024 March 18, 2024

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
None Received								

(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.

Special Electronics, Inc.
Company

03/18/2024
Date

Callie Hatfield
Company Representative

Executive VP
Title



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # RFP-15-2024

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. None				
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.

Special Electronics, Inc.
Company

03/16/2024
Date


Company Representative

Executive Vice President
Title

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

Special Electronics, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Special Electronics, Inc.

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

Prepared by: Travis M. Andreas - Executive VP Date: 03 / 16 / 2024

(Name and Title)

Revised 2015-Dec-15

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

6. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.*

8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.*

11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

12. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*

13. *The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

03/16/2024

Date

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 and IonWave Q&A, 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.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.


Signature


Date

AFFIDAVIT

Comes the Affiant, Travis M. Andreas, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Travis M. Andreas and he/she is the individual submitting the proposal or is the authorized representative of Special Electronics, Inc., 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 Procurement 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.

Travis M. Andreas 3/19/2024

STATE OF Indiana

COUNTY OF Lawrence

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

by Travis M. Andreas on this the 19 day
of March, 2024

My Commission expires: October 26, 2025

Callie L. Hatfield
NOTARY PUBLIC, STATE AT LARGE



Lexington-Fayette Urban County Government

Lexington Police Department

Electronic IED Disablement Training

The Lexington-Fayette Urban County Government is accepting bids for the delivery of Intermediate and Advanced Electronic IED Disablement Training and related equipment for the Lexington Police Department and other Kentucky Public Safety Bomb Squads as per the attached specifications. Funding for this project is provided by the State Homeland Security Grant administered by the Kentucky Office of Homeland Security.

Intermediate Electronic IED Disablement Training

Course Objectives:

- Improve the functional capability of State and Local Bomb Technicians responding to IED incidents by enhancing knowledge of electronically initiated devices and detonator diagnostics per current FBI operational guidelines.
- Number of courses delivered shall be (1);
- Maximum class size shall be 20 students.
- Minimum number of instructors shall be 2.
- Course run time shall be 40 hours of instruction;
- Course shall be provided at locations in Lexington Kentucky;
- Assuming students are FBI-Certified Hazardous Device Technicians or trainees with functional knowledge of IED electronics and basic detonator diagnostics, the course content shall include the following topics:
 - IED Electronic Theory
 - IED Circuit Construction and Soldering
 - IED Detonator Diagnostics and Defeat
 - Intro to IED Switch Diagnostics and Defeat
- Course will include classroom instruction, practical lab sessions, and practical exercises.
- Vendor will provide a mix of open and closed training devices.
- All training devices will include audible penalties.
- Vendor will provide Cap and Switch Wire Trainers (CSWT) and a minimum of 300 CSWT heads, including electric matches, for use during the course.
- A circuit building training kit will be provided to each student for use during the course. These will remain behind for sustainment training. Each training kit will include at least the following items:
 - Solderless and solderable breadboard
 - Soldering iron with accessories
 - Basic electronics tool kit – Wire cutters, screwdrivers, pliers
 - Basic digital multimeter
 - Tool bag
- **Techniques and procedures taught during the course will follow current operational protocols and methodology for electronic IED defeat being instructed by the FBI.**

Advanced IED Disablement Training

Course Objectives:

- Improve the functional capability of State and Local Bomb Technicians responding to an IED incident by enhancing detonator diagnostics, and switch defeat and substitution capabilities per current FBI operational guidelines.
- Number of courses delivered shall be one (1).
- Maximum class size shall be 16 students.
- Minimum number of instructors shall be 2.
- Course run time shall be 24 hours of instruction;
- Course shall be provided at locations in Lexington Kentucky;
- Assuming students are FBI-Certified Hazardous Device Technicians with functional knowledge of IED electronics and basic detonator diagnostics, the course content shall include the following topics:
 - Detonator Diagnostics refresher using the WASSP leads and DMM
 - Advanced IED trigger theory.
 - IED Switch Diagnostics and defeat
 - IED Switch Replacement using Scorpion device
- Course will include classroom instruction, practical lab sessions, and practical exercises.
- Vendor will provide a minimum of 40 training devices with a mix of open and closed devices, booby traps, and impedance/AMT devices.
- All training devices will include audible penalties.
- Vendor will provide Trigger Trainer Boxes, Cap and Switch Wire Trainers (CSWT) and Advanced Diagnostic Trainers (ADT) including a minimum of 96 CSWT heads and 64 ADT heads for use during the course, including electric matches.
- Vendor will provide spare WASPP and Scorpion devices for use during the course.
- **Techniques and procedures taught during the course will follow current operational protocols and methodology for electronic IED defeat being instructed by the FBI.**

Cap and Switch Wire Training Device

- Cap and Switch Wire Trainer as manufactured by Special Electronics, Inc. **No substitutions.**
- 6 Input Pairs
- Two Modes of Operation: Matches Mode and Buzzer-Only Mode
- On Board Bi-Color LED that indicates Power On and Mode
- 9V Battery Power Source

Advanced Diagnostics Training Device

- Advanced Diagnostics Trainer as manufactured by Special Electronics, Inc. **No substitutions.**
- 3 Piece Construction
- Multiple modes of simulation: Powered Sensors, Resistive Trigger, Open Trigger, Closed Trigger
- Built in audible penalty and configured for the addition of electric match penalty.

Scorpion Resistive Substitution Device

- Scorpion Resistive Substitution Device Model 3 as manufactured by Special Electronics Inc. **No substitutions.**
- Two Methods of Substitution: Immediate and Delayed Substitution
- Plastic shroud that prevents accidental pressing of SUB Button.
- Power Switch protrudes up from the case.
- Plastic shroud that protects the Power Switch from accidental activation.
- Light gray case.
- Resistance Range: 1 ohm to 110.2kohms ($\pm 10\%$)
- Polarity Independent. The device operates in either polarity.
- Male-Female banana plugs on each of the three wires.
- Size: 2.1×1.4×0.6 inches (53.3×35.6×15.2 mm) with 8 inch (203.2 mm) leads
- Uses CR2032 Lithium Batteries.
- Voltage Rating: $\pm 16V$
- Current Rating: 300mA

100 k Ω Resistor Plug

- 100 k Ω Resistor Plug as manufactured by Special Electronics Inc. **No substitutions.**
- Red in color
- 1% Resistance accuracy (99.0 – 101.0 k Ω)
- Male and Female banana plug ends

90 M Ω Resistor Plug

- 90 M Ω Resistor Plug as manufactured by Special Electronics Inc. **No substitutions.**
- Grey in color
- 1% Resistance accuracy (89.0 – 91 M Ω)
- Male and Female banana plug ends

REQUIREMENTS

1. Bid shall inclusive of all costs associated with delivery of the listed courses. A detailed cost breakdown shall include instructor costs including all travel costs, student materials, training aids, and administrative costs.
2. Vendor shall submit sample student guides with bid.
3. Vendor shall provide proof of past performance in providing similar courses to Federal, State and Local Bomb Squads.

SELECTION CRITERIA

1. 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 30 pts
2. Capacity of the person, firm or team to perform the work, including any specialized services, within the time limitations 30 pts
3. 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

4. Degree of local employment to be provided by the person, firm or team in the performance of the contract 10 points
5. The total estimated cost of services. 20 points

NOTES TO BIDDER

1. Failure of a product to meet or exceed any portion of the listed specifications shall be cause for rejection of the entire bid.
2. Any protest based on the selection and performance criteria of this specification will be disregarded.
3. Quantities intended for purchase of the training courses is one each.
4. Quantities intended for purchase of remaining trainers and accessories are anticipated at ten units or less of each. LFUCG makes no guarantee as to quantities purchased.
5. For questions concerning these specifications or bid process, contact Division of Central Purchasing, at 859-258-3320.

PRICING	
Description	Total Cost
<u>Intermediate IED Defeat Training Course as specified</u>	\$ 43,906.24

PRICING	
Description	Total Cost
<u>Advanced IED Defeat Training Course as specified</u>	\$ 41,406.42

PRICING	
Description	Total Cost
<u>Cap and Switch Wire Trainer (Each)</u>	\$ 295.00 each

PRICING	
Description	Total Cost
<u>Advanced Diagnostic Trainer (Each)</u>	\$ 575.00 each

PRICING	
Description	Total Cost
<u>Scorpion Resistive Substitution Device (Each)</u>	\$ 524.00 each

PRICING	
Description	Total Cost
<u>100 kΩ Resistor Plug (Each)</u>	\$ 98.00 each

PRICING	
Description	Total Cost
<u>90 MΩ Resistor Plug (Each)</u>	\$ 98.00 each