



Lexington-Fayette Urban County Government

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #12-2013 Alert and Notification System for Emergency Management** 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 **May 29, 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 #12-2013 Alert and Notification System for Emergency Management

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Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.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

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:

Theresa Maynard
Buyer
Division of Central Purchasing
theresam@lexingtonky.gov

The deadline for questions shall be Friday, May 17th at 2:00 pm EST.

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. The deadline for questions shall be Friday, May 17th at 2:00 pm EST.

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											
Total:											

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 Disadvantaged Business Enterprises Subcontractors contact:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

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 MWBDE 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 MWBDE 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
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>)

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

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

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

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: RFP#12-2013 Alert & Notification System for Emergency Management

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 MWBDE 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 MWBDE 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

RFP #12-2013

**Lexington-Fayette County Urban County Government
Proposal Specification**

Fully Integrated Alert and Notification System

**Consisting of
First Responder and Citizen Urgent Notification across Multiple
Communication Devices**

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1.0 INTRODUCTION

The following specifications are for a comprehensive and fully integrated Alert and Notification System for the city of Lexington.

2.0 OBJECTIVES

The objectives of the system are to provide early alert and notification of emergency situations and to disseminate the information on different media to insure that the situation is properly identified in a timely manner and to give first responders effective and timely notification so they can properly respond to urgent and critical situations.

The proposed solution should assist in the management of all emergency information, protection measures, and communication resources. Depending on the type and severity of the incident, or event, emergency management personnel will be required to collaborate with multiple agencies and simultaneously communicate with a variety of personnel, task forces, and first responder teams.

The proposed solution must be a single, integrated solution, offering comprehensive security, built-in redundancy of operations based on the concept of a unified messaging and communication application. It shall provide for a single, common process to issue alerts, or other communication requests over multiple protocols and devices.

Moreover, the solution shall be fully integrated with Federal Commander Digital System, the primary command and control software utilized by the city of Lexington for public warning and notification via sirens, tone-alert radios, and indoor facilities (speaker/PA systems).

Each proposal shall include, at a minimum, all software, hardware, installation, training, on-site system optimization, complete documentation (including assembly drawings, operation manuals and wiring diagrams) in both hard copy and electronic format with enough detail to support the training of maintenance personnel as well as support troubleshooting and preventive and corrective maintenance.

3.0 QUALIFICATIONS

The vendor must demonstrate full knowledge and understanding of the specifications and requirements for designing and deploying the alert and notification system and meet all defined specifications.

The vendor must provide a minimum of five (5) references for systems of similar size and scope in which these various components are utilized, and at least two (2) references of integrated solutions which includes multiple components of this request. Vendors must demonstrate a minimum of five (5) years experience in similar systems.

The vendor shall have a proven track record of technical development and deployment for the primary components of outdoor warning sirens, interoperability and messaging and IP-Communications.

The vendor shall provide evidence of financial strength sufficient to support the management and deployment of the system.

Purchase of a complete turn-key system (equipment and services) from a single vendor is the intent of this RFP; therefore the vendor shall utilize manufacturer-trained personnel to perform system design, installation, testing, training, and maintenance.

The Vendor shall provide a written Quality Assurance (QA) Program describing the quality of both their product (hardware, software, and documentation) and services.

The Vendor shall have a written Software Configuration Control Plan for releasing and maintaining their system software. This plan shall be made available upon customer request for review.

The vendor shall provide a point-by-point compliance statement response to each point of this tender document.

The vendor shall specifically identify, within their proposal, the local support and maintenance personnel or organization certified and trained for each aspect of the system. All local works, including, but not limited to, installation, civil works, and electrical and data connections shall be performed by personnel who have previous experience with such systems. A summary of their experience shall be included in the proposal response.

4.0 SYSTEM DESCRIPTION

This specification contains the guidelines for the furnishing of a comprehensive and fully integrated Alert and Notification System including a Central Control System, a first responder Notification and Messaging platform, and all services for the city of Lexington. Responsibility for meeting these specifications remains with the seller's design and manufacturer of this equipment.

The system shall include complete redundant hosted servers located in a minimum of two geographically separated locations. The system shall provide for automatic system failover capabilities (for example, hardware failure in one location does not render the system unusable, but rather another location takes over the load automatically).

Both hosted locations shall include access to telephone dialing infrastructure. Messages initiated by any client in the system shall connect to one of the redundant servers and process the message. The server, regardless of geographic and network location, shall automatically distribute calls to leverage all available dialing infrastructure.

The system shall have the capability to provide interoperable communications across Lexington Fayette's complete public safety radio system regardless of model type in use or frequency, as well as capabilities to support VoIP for radio transmission over a secure internet connection and/or bridging to the PSTN (Public Switched Telephone Network) for the convergence of both PCs, radios, and phones.

The system shall be capable of delivering alerts to all types of phones (landline, cellular, satellite, and IP), two-way radios, text, pager, email, TTY/TDD, and fax.

The proposed system shall include a complete integration with the existing outdoor warning command and control system. The current system is provided by Federal Signal Corporation. The Federal Commander Digital System provides activation and status monitoring of the existing outdoor warning system.

The integration shall utilize industry standard protocols such as TCP/IP and XML. The outdoor warning software utilizes hotkeys for activation of groups, zones, and specific events. The system shall be configured so that activation of the outdoor warning system via pressing of a hotkey shall initiate a pre-defined scenario within the notification system.

The vendor shall present in detail the integration functionality that is included in their proposal. The buyer is interested in the ability to configure system alerts so that changes in status within the Federal Signal Commander system shall automatically be transmitted via the proposed notification system.

4.1.1 Your system must contain the following features:

- 1) Integration with existing Outdoor Warning Siren System Software (Federal Commander) for the ability to initiate messages to citizens from one interface.
- 2) The ability to automatically send an alert message to key personnel when any status change occurs with the existing Federal Commander system (siren fail, power outage, etc).
- 3) The ability to bridge phones, computers and two-way radios together into a talk group for interoperable communications and real-time collaboration.
- 4) Provide unlimited phone call-out minutes at one set fee regardless of number of calls made or minutes used during the call, SMS text messages, and emails.
- 5) The ability to send alerts to multiple groups, users, and devices, including two-way radios regardless of frequency.
- 6) Contact information for each person in the system shall include multiple devices, including landlines/cell phone numbers, SMS via cell phones, pagers, e-mail addresses, TTY/TDD, and fax numbers.
- 7) When used to notify internal personnel, the ability to escalate the message to another person or a group of people if the first person did not respond on any of their devices.

- 8) When used to notify personnel, the ability to query recipients of their availability and ETA using automated prompts. Must include the capability to create and customize queries.
- 9) The ability to view message responses in real time.
- 10) The ability to only send to secure devices, that is, devices that require user input prior to listening to and acknowledging a message, such as a pre-assigned PIN code.
- 11) The ability to attach files.
- 12) The ability to record live voice or send pre-recorded and/or uploaded voice files.
- 13) The ability to schedule alerts and have daily, weekly, or monthly reoccurring alerts.
- 14) The ability to send both text-to-speech and audio file attachments to a two-way radio device.
- 15) The ability to have voice, text, or video chat with other users in the system.
- 16) A user interface that can send pre-defined messages with three or less mouse clicks.
- 17) The ability to access the system and send out alerts via a secure internet connection from any computer or smart phone.
- 18) The ability for citizens to register into the system and manage their contact information.
- 19) The ability for citizens to subscribe to various alerts (school alerts, road closures, weather alerts, etc.)
- 20) Ability to notify citizens by selecting an area on a map (polygon, circle, or selection by zip code).
- 21) Multiple, geographically dispersed data centers for automatic fail-over and redundancy.
- 22) Ability to send alerts in multiple languages. Please list the languages you support.
- 23) IP-Based Communications platform utilizing existing communications infrastructure such as computers, network, cell phones, radios, etc.
- 24) Integration to the existing Federal Commander software system.
- 25) 24 x 7 x 365 technical support.
- 26) Software program capabilities to allow for GIS mapping of alert zones for alert notification using the following functions:
 - a. Circle with given radius
 - b. Predetermined geographic areas (zip code, evacuation zone, imported layer, etc)
 - c. User-defined polygon
 - d. Buffer from selected feature
 - e. Multi-ringed buffer from site (1, 2, 3 mile radius, etc)

4.1.2 The System Proposal shall consist of the following subsystems:

- 1) A First Responder Notification System for the timely distribution of information to 1,500 first responders over disparate communications devices (see sections 4.3.1, 4.4.1, and 4.7).
- 2) A Citizen Notification System for timely notification of approximately 296,000 citizens or 130,000 households over disparate communication devices (see sections 4.3.1, 4.4.1, and 4.7). Provide capabilities regarding speed (calls per minute based upon length of message).

- 3) Main control room server/workstations that periodically and automatically supervise the performance of the system components to ascertain their effectiveness, readiness, and speed of response.
- 4) Vendor hosted services including hardware, software, website, and dialing services which are compatible with Lexington's existing IP-based communications infrastructure and hardware.
- 5) Access for up to 40 users activating all types of alerts (including GIS mapping alerts), database maintenance, system maintenance, report queries, or whatever duties their assigned security level allows.
- 6) Hardware and software for transmitting notification messages to the radio system.
- 7) All necessary project management, installation, configuration, and training.
- 8) 24 x 7 x 365 technical support.
- 9) At least five full administrative seat licenses.
- 10) Three-year licensing, support and maintenance pricing.
- 11) The system shall provide integration capabilities with other existing county applications (specifically, the alert beacons) via API's (HTML, XML, CAP 1.X, SQL, LDAP, etc.) for easy integration and long-term viability of the solution.
- 12) The vendor shall have a Memorandum of Agreement (MOA) with the Federal Emergency Management Agency (FEMA) for the purpose of gaining access to the IPAWS-OPEN test environment with future/pending certification for the following functional categories:
 - a. Interop (COG-to-COG): Capability to exchange situation information between Collaborative Operating Groups (COGs) via CAP and/or EDXL-DE. **CAP 1.2 and EDXL-DE**
 - b. Post NWEM: Non-weather emergency message (NWEM) authoring interface for the National Weather Service HazCollect system. **CAP 1.2**
 - c. Post EAS: Emergency Alert System (EAS) authoring interface. **CAP 1.2**
 - d. Post CMAS: Commercial Mobile Alert System (CMAS) authoring interface. **CAP 1.2**
 - e. Retrieve/Disseminate: System polls IPAWS-OPEN to retrieve and/or disseminate alerts **CAP 1.2**

4.1 Technical Specifications

- 4.2.1. Vendor shall provide a hosted system.
- 4.2.2. Vendor should describe its system in full, identifying all locations of its servers/facilities, redundant systems in place, and its means for guaranteeing delivery of the services described in this RFP; means for loading contact information into its system (automated upload/download capability accomplished with a simple comma delimited file and direct entry into vendor's system); controlled access to its system by designated personnel.
- 4.2.3. Describe your system's security and redundancy where there is no single point of failure.
- 4.2.4. Vendor's proposed hosted system database must be initially populated with the existing list of emergency notification information (email addresses, phone numbers, alerting preferences, etc.).
- 4.2.5. Where are the components of your product hosted? Are they hosted in an industry standard data center?

- 4.2.6. What happens if vendor's main server fails? Describe redundant systems in place to ensure system availability. Server failover should happen without human intervention and without need for prior action upon impending system failure
- 4.2.7. The emergency notification system must be functional 24 hours per day, 7 days per week, and 365 days per year. Live technical support must be available and able to send messages under the direction of the buyer's designated administrator in the event that local administrators cannot directly activate a message for any reason.

4.2 Messaging Methods

- 4.3.1. The goal of this RFP is an emergency mass notification system and first responder notification system with the ability to send messages in the form of text messages to cellular telephones; voice messages to both cellular and non-cellular telephones; email messages; and messages to two-way radios. Vendor should fully describe its capabilities for delivering emergency notifications via each of these methods.
- 4.3.2. The vendor's system must be integrated into the existing Federal Commander software, be activated through an interface with 3 or less mouse clicks, be activated by a geographic mapping interface based upon ESRI software products, and be activated by any computer or mobile device with internet access.
- 4.3.3. Vendor should describe any other system notification capabilities included with the solution proposed, such as ability to deliver notification to tone alert radios, PA systems, personal computers, cable TV systems, digital displays, sirens, or other devices. Vendor should provide optional detailed pricing for any such capabilities not included in the base price.

4.3 Delivery Time and Throughput

- 4.4.1. Vendor should specify (separately for text and voice) how many messages it can deliver per minute and per hour independently listing all priority levels if time delivery varies
- 4.4.2. The buyer prefers a system with some level of real time monitoring of delivery results. Vendor should describe its system's ability to allow the buyer to monitor the delivery of messages in real time for both text and voice messages. That is, does the system provide real time reports on message delivery success/fail? Vendor should describe all real time reporting capabilities of its system for all message delivery methods.
- 4.4.3. How quickly are reports available following the initiation of a mass notification message?

4.4 Custom Responses

- 4.5.1. Vendor should describe its system's ability to receive custom responses back from recipients of email, text, and voice messages; that is, allowing the recipient to send a response or reply message. Vendor should include information on how responses are collected, aggregated (if appropriate), and presented to the administrative user.

4.5 Initiating a Mass Notification

- 4.6.1. Vendor should describe the process by which buyer would initiate a mass notification message. The solution must provide for multiple methods that include a world-wide web interface (computer and mobile device with internet access, GIS map interface, Siren Software interface, three mouse clicks or less interface, client software interface, and live customer service via telephone).
- 4.6.2. Can vendor's product initiate messages to specific contacts or groups of contacts given input from standard alarm systems?
- 4.6.3. Can vendor's product send alerts automatically, triggered by various events, without human intervention? For example, detection of a physical system failure, input from a standard alarm system, etc. Describe how this is accomplished.
- 4.6.4. Does vendor's product allow for the storage of messages to be initiated at a future scheduled date/time?
- 4.6.5. Does vendor's product allow for reoccurring messages daily, weekly, and monthly?
- 4.6.6. Does vendor's product allow for message expiration?
- 4.6.7. Does vendor's product allow for setting message priority of High, Medium, and Low?
- 4.6.8. Does vendor's product allow for sending attachments?
- 4.6.9. Does vendor's product have accurate and clear text-to-speech capabilities? If so, describe the solution.
- 4.6.10. Does vendor's product allow administrator to create ad hoc response needed messages that include questions and prompts for answering based upon pressing the appropriate numeric key? Give an example. Does product include real time viewing, cataloguing, and management of incoming responses? Does vendor's product include an after-event report giving the results of the survey by individual line items and/or results summary?
- 4.6.11. Does vendor's product allow recording of voice messages (via computer, call-in number or other)? If so, describe the solution. Specify whether messages can be pre-recorded and stored for future use.
- 4.6.12. Does vendor's product allow creation of templates to be stored for future use? If so, describe the solution.
- 4.6.13. Does vendor's product allow messages to be sent only to secure devices that use PIN codes to confirm a recipient's identity prior to message delivery?
- 4.6.14. Does vendor's product have the ability to create and manage an unlimited number of pre-defined communication scenarios which can be triggered remotely via a user or from an administrator? These scenarios shall include multiple messages, the ability to compile user responses to messages, and route this information to pre-defined users or groups, plus initiating a communications talk group.

4.7 Delivery of Messages

- 4.7.1. Vendor should describe its systems ability to execute multiple notification requests simultaneously (i.e. different messages delivered to different groups of contacts at the same time). Explain any impact execution of multiple notification requests may have on delivery times.
- 4.7.2. Vendor should describe its definition of a successfully delivered message for each notification method (text, voice, email, and RSS feeds).
- 4.7.3. What happens when voice mail is reached? Is it considered a successful delivery? Do documented results indicate that voice mail was reached rather than a live person?
- 4.7.4. Vendor should define “unsuccessful delivery” and the circumstances or causes for a message delivery to be unsuccessful, whether it is text, voice, and email.
- 4.7.5. Vendor should describe its ability to detect unsuccessful delivery of a mass notification message to any of the telephone numbers or email addresses in the notification list/group.
- 4.7.6. What capability does the vendor have for identifying contacts and contact phone numbers and email addresses that fail to receive text, voice, or email messages when a mass notification is sent?
- 4.7.7. Vendor should describe its ability to resend to those telephone numbers or email addresses that failed to receive in the initial attempt.
- 4.7.8. Buyer requires the ability to terminate a voice message notification in progress. Vendor must describe its ability to cancel or terminate the process in the middle of sending out a mass notification message. Describe this capability for text, voice, and email.

4.8 Contact Preferences

- 4.8.1. Each user should have the ability to self-subscribe to certain types of alerts, such as emergency utility outages, road closures, school alerts, etc.
- 4.8.2. Each user should have the ability to update their devices and address via a secure website, or secure client software.
- 4.8.3. Each user should have the ability to opt-out of the system.
- 4.8.4. Users within the buyer’s organization should be allowed to set rules to manage each of their devices such as only send to this device if user does not respond within X minutes, or only send on specific days and times.

4.9 Data Security and Management

- 4.9.1. Buyer will own all data it inputs into vendor’s system (names, phone numbers, email addresses, etc). Buyer requires that its data be used only for its own purposes. The data cannot be used for any other purpose.
- 4.9.2. Selected vendor shall treat all data that it receives from buyer with the highest degree of confidentiality and in compliance with all applicable federal and state laws. Vendor shall only use such data for the purpose of fulfilling its duties under any agreement that

results from this RFP and shall not further disclose such data to any third party without the prior written consent or as otherwise required by law. Use of data for anything other than its intended purpose may be considered grounds for immediate termination of the contract and may result in pursuit of any and all available legal remedies.

- 4.9.3. The contact information database shall have data import and export capabilities using industry standard formats and API's (e.g. Excel, comma delimited, MS SQL, Active Directory, etc.).

4.10 Reporting

- 4.10.1. Vendor should describe all of its system's reporting capabilities. Provide samples of standard reports.
- 4.10.2. System must provide verifiable confirmation that a contact has or has not been alerted, and confirmation as to the mode and time of contact acknowledgement.
- 4.10.3. Does vendor's product allow administrative users to filter contacts by different characteristics, such as classification, opt out status, and those with at least one phone number, email, SMS device registered, etc.?
- 4.10.4. The system shall provide real-time reporting reflecting:
- 1) Notification content;
 - 2) Recipient/Group list;
 - 3) Time of transmit by each device by each recipient;
 - 4) All attempts with specific results;
 - 5) Recipient responses;
 - 6) Summary of responses and time notification was closed.
- 4.10.5. The system shall allow historical reporting available for all the above information for at least one year for viewing or upload to other reporting databases.

4.11 Interoperability Capabilities

- 4.11.1. The system shall provide for interoperability of communications, allowing for the convergence of radios, phones, and computers to provide alert notification and two-way communication via VoIP.
- 4.11.2. The system shall allow for Windows Active Directory integration for import and maintenance of user information, as well as providing single network sign-on for user authentication.
- 4.11.3. The system shall have interfacing capabilities with at least four (4) two-way radio devices of different types/frequencies. (for example: VHF/UHF, 800MHz)
- 4.11.4. The system shall provide for secure transfer of data (i.e. authentication checking, network, and data encryption).
- 4.11.5. The system shall provide integration capabilities with other applications via API's (HTML, XML, CAP 1.X, SQL, LDAP, etc.) for easy integration and long-term viability of the solution.
- 4.11.6. Vendor shall provide a detailed description of the installation services to be included with the system.

5.0. INSTALLATION

- 5.1.1. Vendor shall provide a detailed description of the installation services to be included with the system.
- 5.1.2. Vendor shall oversee the installation and configuration of software to achieve operational goals of the Notification System.
- 5.1.3. Vendor shall deliver and support customer installation of all administrative software tools for designated administrator personnel.
- 5.1.4. Vendor shall provide a draft of the proposed System Acceptance Test Plan designed to confirm successful demonstration of the delivered solution. The final plan shall be mutually approved and will be signed upon successful completion.

6.0. DOCUMENTATION

- 6.1.1. The vendor shall provide documentation including a detailed system description, complete installation, operation, and maintenance manuals and data sheets.

7.0. TRAINING AND SUPPORT

- 7.1.1. The vendor shall provide training for Administrators, Operators, and Technicians at a customer specified location. Training sessions shall include both classroom and hands-on instruction. Training materials shall be provided for each participant and electronic copies of all materials shall be provided for future training purposes. The buyer shall have complete rights to copy and distribute training material as deemed necessary for continued operation of the system. The vendor shall supply examples of training materials and descriptions of the training sessions as part of their proposal response.
- 7.1.2. Vendor must offer round-the-clock live technical support for its system, 24 hours per day, 7 days per week, and 365 days per year.
- 7.1.3. Vendor's annual pricing proposal must include training on the setup, functionality, and operation of its system.
- 7.1.4. The vendor shall provide the capability of remotely accessing the system from the vendor's facility in order to troubleshoot system operation, assist in software system configuration, or for downloading upgraded software.

8.0. PROJECT MANAGEMENT, MILESTONES, & WORKPLAN

- 8.1.1. The vendor shall supply a description of the project management services which shall be provided as part of the project. A summary project schedule with primary milestones shall be submitted as part of the proposal.

9.0. INSURANCE PROVISIONS

RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION Bid #37-2013 Fully Integrated Alert and Notification System

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Vendor 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 Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") 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) Vendor 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 Vendor'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 Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor 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.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/VENDOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, 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

Vendor 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 provision of equipment or goods or the performance of the work or services hereunder by Vendor. 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
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 it is deemed not to apply by LFUCG.
- d. 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.
- e. 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 Vendor'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 Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor 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

Vendor 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

Vendor 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

Vendor 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 Vendor for any such insurance premiums purchased, or suspending or terminating the work.

10.0. PAYMENT

Payment Terms shall be as follows:

- 25% of software, upon contract signing, net 30 days.
- All hardware, upon shipment, Net 30 days.
- Up to 40% paid Net 30 days upon confirmation that the hosted server set-up is complete; applicable hardware has been shipped; software downloads have been sent to the administrator of the system; and software is installed and configured on any provided premise-based hardware.
- The remaining 35% will be paid, net 30 days, upon final acceptance of the system.

11.0. EXCEPTIONS

Vendors must note any exception to the specifications and indicate those specific exceptions to the proposal in a letter accompanying the proposal at the time of the opening.

12.0 RESERVATION OF RIGHTS

The issuer of this RFP reserves the right to reject any or all proposals and to waive any formalities or technicalities in any proposal received without explanation.

13.0 PROPOSAL WORKSHEET

Product	Fee Type (Recurring/ One-Time)	Quantity	Unit Price	Total Price
All User Licensing fees for Lexington Fayette Citizens, First Responders and Administrators			\$	\$
All Software Licensing Fees			\$	\$
Annual Usage Charge for Unlimited Phone Call-Outs, Texts, Emails, Etc			\$	\$
Web/Mobile Messaging Services			\$	\$
Any Needed Hardware/Software and Integration for Radio Interoperability/Transmitting Messages to First Responders across RF Platform			\$	\$
Multi-Lingual Module			\$	\$
Setup and Implementation			\$	\$
Server Hosting Fees			\$	\$
Any Additional Project Management, Installation, Configuration, and Training Fees			\$	\$
Additional Service Options Please Describe:			\$	\$
24x7x365 Support and Maintenance			\$	\$
Total Year One Fees:				\$
Subsequent Annual Fees:				\$