



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: October 26, 2015

INVITATION TO BID #156-2015 Emergency Lighting & Equipment November 9, 2015

Bid Opening Date: November 9, 2015

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **11/09/2015**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

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

Bids are to include all shipping costs to the point of delivery located at: 150 E. Main Street, Lexington, KY 40507

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

Performance Bond Required: ___ Yes No

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

Submitted by: Radio Communications Systems, Inc. d/b/a RCS Communications

Firm Name

4445 Robards Lane

Address

Louisville, KY 40218

City, State & Zip

Bid must be signed:
(original signature)


Signature of Authorized Company Representative – Title

David R. Kunzman - Vice President

Representative's Name (Typed or printed)

502-587-7384

502-584-6999

Area Code - Phone – Extension

Fax #

dkunzman@rcs.info

E-Mail Address

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

AFFIDAVIT

Comes the Affiant, David R. Kunzman, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is David R. Kunzman and he/she is the individual submitting the bid or is the authorized representative of Radio Communications Systems, Inc. d/b/a RCS Communications the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. David R. Kunzman

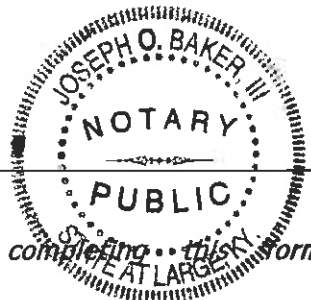
STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by David R. Kunzman on this the 5th day of November, 2015.

My Commission expires: April 19, 2019

Joseph O. Bennett
NOTARY PUBLIC, STATE AT LARGE
#529957



Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes X No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #156-2015 Emergency Lighting & Equipment"

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.

- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

KRS 45.610. Hiring minorities - Information required

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

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

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

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

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

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

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

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

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

III. Procurement Contract Bid Conditions

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

LFUCG Non-Appropriation Clause

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

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

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

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

Radio Communications Systems, Inc. d/b/a RCS Communications


Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature

11-5-2015

Date

Lexington-Fayette Urban County Government
 Division of Police
 Bid #156-2015 Emergency Lighting and Equipment

The Lexington-Fayette Urban County Government is accepting bids to establish a price contract for Emergency Lighting and Equipment for the Division of Police, 150 E. Main Street, Lexington, KY 40507, as per the following specifications.

Bid Specifications - Emergency Equipment

Equipment list

SPECIFICATIONS	WHELEN EQUIPMENT NO SUBSTITUTES	PART NUMBER
A	Whelen Grommet Mount	IONGROM
A	Whelen ION Series Universal Mount Super-LED Lightheads BLUE	WIONB
A	Whelen ION Series Universal Mount Super-LED Lightheads CLEAR	WIONC
A	Whelen ION Series Universal Mount Super-LED Lightheads Mounting Bracket (1 Pr)	IONBKT2
A	Whelen ION Series Universal Mount Super-LED Lightheads RED	WIONR
B	Whelen Rear Facing Inner Edge XLP Light Bar w/ 12 Head Module Rear Inner Edge XLP Light is is to be configured with Blue Driver/Red Passenger. (Sedan)	IW38UFX
B	Whelen Front Facing Inner Edge XLP Light Bar w/ 12 Head Module (No TD) Front Inner Edge XLP Light is is to be configured with Red Driver/Blue Passenger. (Sedan)	IW38UFX
B	Whelen FRONT Facing Inner Edge XLP Light Bar w/ 12 Head Module (No TD). Front Inner Edge XLP Light is is to be configured with Red Driver/Blue Passenger. (SUV)	IW34UFX
C	Whelen Control Siren System w/ CTL2 Push Button Control Head	CANWC1 CANCTL2
D	Whelen Legacy Lightbar 54"	GB2SP3J
E	Whelen Legacy Lightbar 48"	GB8SP3J
F	Whelen Side Kick for Police Interceptor sold in pairs	SK01WRB SK01WBR SK01W**
G	Whelen Vertex Hide Away LED Clear	VTX809C
H	Whelen SA315P Siren Speaker w/SAK39 Bracket	SA315P SAK39
H	Whelen SA315P SPEAKER w/ SAK51 BRACKET (2016 UTILITY)	SA315P SAK51

Specification A

SPECIFICATIONS FOR A WHELEN ION SUPER-LED LIGHTHEAD

While it is not the intention of this Competitive Sealed Bid to eliminate Bidders that can offer emergency equipment that is similar or equal in purpose, function and performance of the brand and models specified, any brand or model other than as specified will not be accepted, as the Department has standardized on the referenced systems for various reasons, including part and model compatibility. All major components must be designed and manufactured in the United States of America, including, LED panels, lenses, etc. Bids that contain major components (subassemblies) manufactured outside of the United States or by multiple sources are not acceptable.

1.00 ION SUPER-LED™

- 1.01 The directional head assembly shall be supplied with a universal clip and universal gripper bracket as standard. The unit must be completely sealed for weather resistance and long life and durability. The unit must be designed to mount using either the included universal clip or gripper bracket, or optional bail mount bracket.
- 1.02 The lighthouse assembly shall be Amber in color and measure a maximum 4 inches long x 1-5/16 inch protrusion, x 1 inches high with a white or black die cast housing. Larger units are not acceptable due to the size constraint of the mounting area.
- 1.03 The directional head assembly shall have an ION Super-LED panel which contains a maximum of six (6) individual Super-LEDs (Generation 3.5) in a straight row that have a life expectancy of at least 100,000 hours each. The unit shall draw no more than .40 amps. The unit shall conform to J595 Class 1 SAE and Title XIII lighting requirements. A copy of the AMECA certificate must accompany the bid.
- 1.04 There must be four (4) wires exiting each unit, one for each of the following: Power, Ground, ScanLock and Synchronize. The ScanLock wire will allow a choice of flash patterns including steady burn. There shall be twenty-five (25) patterns in the single color and sixty-nine (69) patterns in the split color version to choose from. Seven (7) patterns shall have a Phase 1 and Phase 2. When using multiple lighthouses, the synchronized wires are attached to alternate Phase 1 and Phase 2 patterns in each of these seven patterns. The unit will have a non-volatile memory and stay in the pattern selected.
- 1.05 The lens must be made of clear polycarbonate and must have a smooth outer lens with built-in optics to insure maximum light output.

2.00 WARRANTY

- 2.01 LED modules shall be warranted for a period of five (5) years (no warranty is offered on optical plastic parts). Written proof of this warranty by the manufacturer must be furnished by the bidder and attached to the bid.
- 2.02 The manufacturer shall provide a twenty-four (24) month warranty on both parts and factory labor. This shall include 48 hour factory turnaround repair service. Out-of-warranty product shall receive the same quality service and be repaired at a flat service rate of \$110.00, which includes shipping/handling fee for each unit returned (excluding new or necessary hardware).
- 2.03 All successful bidders must be an authorized distributor for Whelen Engineering Company and stock sufficient quantities of service parts to maintain the needs of the department within forty-eight (48) hours after call.

Quality Reference:

Whelen WION* advise color AS SPECIFIED.
IONGROM, IONBKT2.
NO SUBSTITUTES.

Specification B

SPECIFICATIONS FOR A SUPER-LED INTERIOR LIGHTBAR

The following specification is for the Whelen Super-LED XLP Inner Edge, or prior approved equal. The unit must be completely designed and manufactured in the United States of America. No major subassemblies manufactured offshore shall be utilized. This includes, but is not limited to, housings, LED PC boards, lenses, etc.

1.00 BASIC STRUCTURAL DESIGN

1.01 The device shall be housed in two individual heavy duty aluminum housing with a clear outer lens for stealth look. Both units shall appear to be void of color until the Super-LED's are turned on. Each unit must be supplied with mounting brackets for ease of mounting in most late model law enforcement vehicles, one on the driver side, the other on the passenger side of the vehicle, and will be designed to fit snugly to the windshield to prevent flash back into the passenger compartment.

2.00 WARNING LAMP MODULES

2.01 Each housing shall contain six (6) Super-LED panels. Each LED must be a high intensity *Generation 3.5* Super-LED's (Light Emitting Diodes). Each housing must have six (6) lamps facing straight out of the housing. These LEDs shall have a life expectancy of at least 100,000 hours. Each LED segment shall utilize a maximum of six (6) Interleaved Super-LED's.

2.02 Each lighthouse lens shall cover a maximum of six (6) interleaved individual Super-LED's (Generation 3.5) that are mounted in a straight row and have a life expectancy of at least 100,000 hours. Each unit shall have a linear lens for maximum light output

2.03 The maximum amperage draw in any mode shall be no more than 4 amps at 12.8 volts DC. The amp draw is critical because the unit is designed to be used in a parked vehicle with its ignition off for long periods of time.

2.04 Each unit must use DUO technology with interleaved super LEDs. This will provide for a white override will allow the entire unit to be used as a forward facing flood light, providing maximum visibility for officer safety.

- 2.05 The two-piece Inner Edge shall be connected by an interconnect cable connecting the driver side unit to the passenger side unit. The P.S. unit shall have a 6 conductor, 18 gauge, 20 foot cable that include: power, ground(s), and communication cable. This cable is designed to connect with a WECAN control point capable of being programmed thru a software program. Units that do not provide all of these features are unacceptable.
- 2.06 Each housing shall be made out of aluminum to provide maximum heat transfer from the LEDs. Keeping the LED's cooler allows them to run at a higher output providing a brighter light. The housing also shall be of an extra low profile design, taking up as little windshield space as possible so as to not obstruct the drivers view.

3.00 WARRANTY

- 3.01 The system specified shall be warranted by the manufacturer to the user directly to be free of defects of material or workmanship for a period of two (2) years from the date of manufacture. LEDs are warranted for a period of five (5) years. Written proof of this warranty shall be provided with bid. All hardware, such as lenses, etc., is understandably excluded from this warranty.
- 3.02 The manufacturer shall provide a twenty-four (24) month warranty of both parts and factory labor. This shall include twenty-four (24) hour factory turn-around repair service. Out-of-warranty products shall receive the same quality service and be repaired at a flat service rate of \$110.00, which shall include shipping/handling charges for each unit returned (this excludes any new or necessary hardware), and a new twelve (12) month extended warranty for date of repair.
- 3.03 All successful bidders must be an authorized distributor for Whelen Engineering Company and stock sufficient quantities of service parts to maintain the needs of the department within forty-eight (48) hours after call.

Quality Reference: Whelen WECAN Model Inner Edge XLP DUO.
IW34UFX or IW38UFX No Substitutes.

Specification C

SPECIFICATIONS FOR A WHELEN CONTROL SYSTEM

The emergency vehicle siren system must be a Whelen Model CANWC1 system as specified below. For various reasons, the department has standardized on the referenced systems, therefore, no substitutes will be accepted. All major components must be designed and manufactured in the United States of America, including populated PC boards, etc. Bids that contain major components manufactured outside of the United States are not acceptable.

1.0 SYSTEM

- 1.01 The remote siren system shall consist of a choice of control head. The control head shall use a CAT5 Ethernet cable to connect the control head to the AMP/Relay Module as described in the following specification.

2.00 CONTROL HEAD CANCTL2

- 2.01 The control head shall be supplied with a two-position bail bracket and all necessary mounting hardware. The unit shall be no larger than 2.15 inches deep (including slide switch) x 3-5/8 inches high x 6-13/16 inches wide (excluding mounting hardware). As an option, there must be a semi-flush trim ring for mounting the control head into a dash/panel.
- 2.02 The control head connector shall be built into the back of the unit. The wire harness shall follow a built-in channel (inlet) on the back of the control head and will exit the bottom or side of the unit. This will act as a strain relief and allow the control head to be easily mounted where space is of key consideration. If the harness is to exit straight out of the back of the control head, the unit must have an area designated for a tie-wrap to secure the harness to the control head (to act as a strain relief).
- 2.03 The control head must incorporate a single circuit board design equipped with a solid silicon rubber overlay for maximum moisture resistance from water or beverage spills. Each push button switch must have both tactile and audible (“beep”) feedback to the user. Each switch will also produce a “click” sound when pushed On/Off as another positive feedback method that the switch has been changed. Control heads that do not have this feature are not acceptable since the driver would have to take his eyes off the road to determine if the switch is operating. Control heads with multi-board designs are unacceptable; since the internal interconnect cable can become disconnected unknowingly, with service not user friendly.
- 2.04 Each tactile switch must be fully programmable and must allow the placement of any siren or light function in any push button switch position for complete programmability by the end user via a Window-based program that must be included. Each tactile switch must be backlit in green and each switch must include a separate Red LED “On” indicator above the switch face that provides enough light to allow it to be seen even in bright day light without washing out. Both the switch backlight and the LED “On” indicator must have a low intensity feature for ease of night time visibility. Units that are not backlit or which do not have a separate LED “On” indicator visible in bright day light are not acceptable. Each of the push button switches shall have its own back-lit legend tab. This will help in identifying the functions that are in use. There shall be a total of (136) legends to choose from.
- 2.05 The control head shall be supplied completely assembled with a choice of either 4-position (positive detent) slide switch that is programmable, three programmable push

button switches for progressive functions, or single programmable push button switch for progressive functions. The control head shall also have (18) push button switches that directly interface with the control head electronics and operates external equipment such as lightbars, headlight flashers, Traffic Advisors, etc.

3.00 AMPLIFIER/RELAY MODULE (ARM)

- 3.01 The aluminum housing of the ARM shall have built-in ventilator ports to assist in keeping all internal components cool for long life and reliability. It shall be supplied with (2) mounting feet that must be built into the design of the assembly for superior strength, and includes all necessary mounting hardware. The amplifier shall measure approximately 9.5 inches wide x 7 inches deep x 3.0 inches high.
- 3.02 The ARM operates on a 12 volt negative ground automotive electrical system. The amplifier shall be designed to operate from 10V to 15V and shall be reverse-polarity protected to ensure that the unit will not be damaged if polarity is reversed.
- 3.03 To ensure ease of service, the ARM shall have all power and control connectors on two sides of the module, and all fuses shall be accessible from the outside of the unit without disassembling the unit to access fuses accessible located on top of the module or next to the connectors. There shall be (4) heavy duty Anderson style power connectors for main power to the amplifier and for power distribution to other warning accessories. Units that require that the module be opened to change fuses or make any power or control connections are not acceptable.
- 3.04 The siren shall be capable of operating (1) or (2) 100 watt speakers and must meet Class "A" requirements with most 100 watt speakers. If the siren speaker(s) or any speaker wires are shorted, the siren amplifier will shut down to avoid damage to the circuitry until the short circuit is removed.
- 3.05 The ARM shall consist of (2) parts: a Top and a Bottom aluminum housing which fits together in a clamshell design. The bottom of the housing shall contain the amplifier and logic boards for the system; the top of the design shall contain the relay outputs and optional Traffic Advisor modules (if required). This design will assure ease of service to all internal components in a non-stacking PC board design. Designs that require stacking of PC boards are unacceptable, since it is very difficult to easily service the unit.
- 3.06 System programming must be completely secure at the user level. The system must utilize a PC or laptop to program all control head functions through a USB interface on the ARM. The program can be extracted from one system and inserted into an unlimited number of systems with ease. Systems that allow changes through control head switches or through internal DIP switches are not secure and are not acceptable.
- 3.07 The unit must be supplied complete with a noise-canceling microphone with a 3 ft. coiled cord, and a 20 ft. microphone extension cable shall be provided. The PTT ("Push To

Talk”) switch on the microphone will override all siren functions. The microphone and radio rebroadcast circuits shall have an “adjustable Preset” volume control that is recessed in the side of the amplifier for ease of adjustment without the need to open the ARM.

- 3.08 The unit shall have the following connections and indicators, 32 (thirty-two) 2-1/2 amp outputs, 3 (three) low current (1/4 amp) outputs, a 9 wire traffic advisor module, 8 (eight) programmable 10 amp (positive or negative) outputs, 3 (three) Diagnostix indicators, one for the lightbar, control head and the amplifier/relay module.
- 3.09 The following siren tones shall be included with the software: 392 AVF, 800 HZ, Airhorn, Airhorn Hi/Low, Alarm, Alternate Yelp, Composite Hi/Low 1800 1400 List, Composite Hi/Low 2800 2000 List, Composite Piercer, Composite Wail, Composite Tritone, DIN Hi/Low, FRA AF, Hi/Low, Hi/Low 466p, Hi/Low 500-660, Hi/Low, 510-1150, Hi/Low 610-760, Hi/Low GEN, Hi/Low POL, Hi/Low SPO, Hi/Low UMH, K9 Alarm, Manual Coast, Manual Stop, Martin Hi/Low, Mechanical Manual Coast, Mechanical Manual Stop, Mechanical Wail, No Tone, PA, Piercer, Pulsed Airhorn, Pulsed Piercer, Radio, Tritone, Wail, Wail 378p3, Wail 851-1700 4s, Wail 851-1700 5.25s, Wail Yelp, Wail Yelp Piercer, Warble, Warning Chirp, Woop, Yelp, Yelp 225, Yelp 249. Having a wide variety of siren tones to choose from allows the product to fit the need of many departments. Siren tones can be changed at the installer level using the programming software included.
- 3.10 The system shall have the following specialized features:
- Ability to program all the lighting traffic arrows and siren functions in the vehicle
 - All outputs shall have both short circuit and over-current protection
 - WeCan lightbar plugs directly into the amplifier/control module and is programmed by the Control software, eliminating the need for the WeCan control point and software.
 - Three analog inputs which can be programmed for a temperature sensor, photocell, etc.
 - Integrated battery voltage monitor, which can be programmed to shut off certain outputs when voltage drops to protect the battery and charging system.
 - Support for one or two 100 watt speakers.
 - Ability to program Hands-Free operation.
 - 161 synchronizable, variable-phase, programmable flash patterns.
 - Over 45 programmable siren tones.
 - Radio repeat and public address functions.
 - Built-in On/Off time that allows for a wide delay range from milliseconds to minutes.
 - Diagnostic LEDs for quick trouble shooting.
 - Pre-configured programs may be modified and stored for ease of service. Easily extract a custom program and transfer to multiple vehicles.
 - A USB port in the amplifier/control module allows easy access for programming.
 - Power and input/output cabling with connectors come standard.
 - Five-year HDP Heavy-Duty Professional Warranty

4.00 WARRANTY

- 4.01 The siren system shall be warranted by the manufacturer to the user directly to be free from defects of material or workmanship for a period of 24 months from date of purchase. Siren amplifiers shall be warranted for a period of five years. Written proof of this warranty by the manufacturer must be furnished by the bidder and attached to the bid.
- 4.02 The manufacturer shall provide a 24 month warranty on both parts and factory labor. This shall include 48 hour factory turnaround repair service. Out-of-warranty product shall receive the same quality service and be repaired at a flat service rate of \$125.00, which includes shipping/handling fee for each unit returned (excluding new or necessary hardware such as lenses, flash tubes, etc.).
- 4.03 All successful bidders must be an authorized distributor for Whelen Engineering Company and stock sufficient quantities of service parts to maintain the needs of the department within forty-eight (48) hours after call.

Quality Reference: Whelen Control System. No Substitutes.

Specification D

SPECIFICATIONS FOR A WHELEN LEGACY LIGHTBAR

The emergency vehicle lightbar must be a Whelen Model GB2SP3J as specified below. While it is not the intention of this Competitive Sealed Bid to eliminate Bidders that can offer emergency equipment that is similar or equal in purpose, function and performance of the brand and models specified, any brand or model other than as specified will not be accepted, as the Department has standardized on the referenced systems for various reasons, including part and model compatibility. All major components must be designed and manufactured in the United States of America, including, LED panels, I/O cards, etc. Bids that contain major components (subassemblies) manufactured outside of the United States or by multiple sources are not acceptable. The product being bid must meet all current "S.A.E." requirements for this type and use of warning device, and be certified by an AMECA-accredited testing lab to meeting these requirements in the appropriate specified safety colors.

1.0 SUPER LED LIGHTBAR

- 1.01 The main structure of the lightbar must be one-piece extruded aluminum bottom and two piece extruded aluminum top held on by 4 screws per side. Lightbars with

plastic/polycarbonate tops are not acceptable. The lightbar shall house all electronic components. The lightbar shall measure a maximum of 1 5/8 inches high x 11 5/16 inches wide x 55 inches long excluding mounting brackets. The lightbar must have Hi/Low power control of any or all LED warning modules and must allow for individual control and switching of the LED Lightheads to accomplish the progress intensity lighting required of the department. Lightbars that do not offer this feature are not acceptable.

- 1.02 The lightbar shall contain one (1) internal control module I/O board which shall contain all the electronics required to operate all internal lightheads. This single module is required for ease of servicing the lightbar. Lightbars with multiple boards are unacceptable.
- 1.03 The lightbar shall have a combination of: four (4) Multi Angled corner Linear18 LED lamps [2 Blue/White / 2 Red/White]; twelve (12) Long DUO+ Modules [3 R/W, 3 B/W, 3 A/R, 3 A/B]; four (4) Short DUO+ Modules [1 R/W, 1 B/W, 1 A/R, 1 A/B]; two (2) Super-LED Flashing Alley Lights.
- 1.04 Each I/O card shall produce a minimum flash rate of 75 Comet® flashes per minute. There must be multiple flash patterns to choose from in a choice of four phases, plus multiple bar patterns and five Traffic Advisor patterns. LED lamps must be capable of activating independently of each other in any pattern and any phase. Lightbars without this feature are unacceptable.
- 1.05 The lightbar shall use true DUO technology, each module in the lightbar is a DUO module whether it is one color or two. Using advanced thermo design each segment can be operated independently or at the same time. Lightbars that do not allow for both segments to be flashed at the same time are unacceptable.
- 1.06 The lightbar's primary warning shall have a maximum of four (4) multi angled linear Super LED modules [1 in each corner] with only the four multi angled corner modules to meet SAE Class 1 360 degree requirements. Lightbars that utilize more than four modules to meet SAE J845 Class I requirements are not acceptable. A copy of the Testing Lab or AMECA Certificate confirming that the lightbar conforms to SAE Class 1 requirements is required with this bid. Failure to submit this document will disqualify the bidder. The Super LED alley light must produce a 20° spotlight, and the light output must not be blocked by a screw boss, screw, web in the lens, etc. With a measurement no greater than 3 inches wide x 1 inches high, each alley light must contain three (3) Super-LEDs mounted in a row with a precision optic lens for maximum light output and must have a 15 degree horizontal adjustment. Lightbars that do not use Linear LED's as primary warning are not acceptable. The lightbar shall have Linear- LED® modules in the four corners. Each Linear18 multi angled corner module shall consist of a minimum of eighteen (18) Super-LED's permanently mounted within a single "removable" highly mirrored parabolic reflector for maximum light output. Corner light modules that utilize multiple reflectors or mirrors are not acceptable since they do not provide a true even light spread. The eighteen (18) LED's shall be mounted in a straight line and have a single diffuser panel mounted in

front of them for maximum light output. All inboard Linear-LED panels shall be the same design as the Linear18 described above, but shall contain a minimum of six (6) Super LEDs. All lightheads must be Super-LED. There shall be no lens dividers or obstructions between light modules, this gives the visual effect of one simultaneous row of LEDs. The use of halogen or incandescent lamps is unacceptable and will cause the bid to be considered non-responsive.

- 1.07 The I/O module shall be 100% solid state with built-in reverse-polarity protection and output-short protection. They shall operate from 10-16 VDC with no degradation in flash rate, and shall operate through a temperature range of -30 degrees Celsius to 60 degrees Celsius. The lightbar shall be designed to have up to ten (10) lamps to the front, ten (10) lamps to the rear, and one (1) on each end. The lenses shall be constructed of polycarbonate with built-in spreader optics and a horizontal non-fluted strip across the center of each lens for maximum light output at the "zero" H-V point. The LED panel must be mounted within the lightbar. Systems in which the LED panel/lens assembly makes up the outside configuration of the lightbar are not acceptable.
- 1.08 The lightbar shall have:
two (2) Linear18 corner's;
six (6) Duo Long Linear12 LED's
two (2) Duo Short Linear6 LED's to the front;
two (2) Linear18 corner's, (6) six Duo Long Linear12 LED's and (2) two Duo Short Linear6 LED's to the rear which must operate as a Traffic Advisor with programmable patterns as well as a warning light; and
two (2) Super-LED alley lights, one on each end of the lightbar.
- 1.09 The lightbar must utilize single piece polycarbonate domes that slide into the extrusion and are held in place by an aluminum top that secures to the lightbar via four screws. The one piece dome shall have a single sealing point that wraps around all the internal components to protect the lightbar from weather elements. Lightbars that utilize domes held in place by clips are unacceptable as the domes will allow sunlight to wash out the warning light, and clips can fail over time. The outer lens color shall be clear. The domes should be sprayed with a hard coat to protect them from weather elements.
- 1.10 There shall be two (2) cables exiting the lightbar on the passenger side. Each cable shall be heavy duty water resistant, (1) each power and ground cable and a 2 conductor 20 gauge serial cable. The external cable shall be a minimum of 17 feet and exit the passenger side of the lightbar. The serial cable shall plug into an electronic control module which must communicate all lightbar operating functions to the lightbar. There must be a minimum of eighteen (18) function wires on the ECM that are programmed via WECAN software to allow for simple programming of each individual lighthead, including On/Off operation, choice of four phases and multiple flash patterns, cruise light intensity, Hi/Low control, and Traffic Advisor™ patterns.
- 1.11 The lightbar shall have a photo cell as standard feature. The photocell will automatically put the lightbar into low power mode during nighttime operation. Operating under low

power during nighttime conditions enhances officer safety by not obscuring motorist vision with bright light, but instead providing them with better visibility of the vehicle and its surroundings.

- 1.12 The standard mounting kit shall include a combination permanent mount and gutter mount. All hardware shall be stainless steel. Gutter straps must be designed for most late model vehicles.

2.00 WARRANTY

- 2.01 The system shall be warranted by the manufacturer to the user directly to be free from defects of material or workmanship for a period of 24 months from date of purchase (no warranty is offered on optical plastic parts). LED's shall be warranted for a period of five years. Written proof of this warranty by the manufacturer must be furnished by the bidder and attached to the bid.
- 2.02 The manufacturer shall provide a 24 month warranty on both parts and factory labor. This shall include 48 hour factory turnaround repair service. Out-of-warranty product shall receive the same quality service and be repaired at a flat service rate of \$90.00, which includes shipping/handling fee for each unit returned (excluding new or necessary hardware such as lenses, flash tubes, etc.).
- 2.03 All successful bidders must be an authorized distributor for Whelen Engineering Company and stock sufficient quantities of service parts to maintain the needs of the department within forty-eight (48) hours after call.

Quality Reference: Whelen (1) GB2SP3J No Substitutes.

Specification E

SPECIFICATIONS FOR A WHELEN LEGACY LIGHTBAR

The emergency vehicle lightbar must be a Whelen Model GB8SP3J as specified below. While it is not the intention of this Competitive Sealed Bid to eliminate Bidders that can offer emergency equipment that is similar or equal in purpose, function and performance of the brand and models specified, any brand or model other than as specified will not be accepted, as the Department has standardized on the referenced systems for various reasons, including part and model compatibility. All major components must be designed and manufactured in the United States of America, including, LED panels, I/O cards, etc. Bids that contain major components (subassemblies) manufactured outside of the United States or by multiple sources are not acceptable. The product being bid must meet all current "S.A.E." requirements for this type and use of warning device, and be certified by an AMECA-accredited testing lab to meeting these requirements in the appropriate specified safety colors.

1.0 SUPER LED LIGHTBAR

- 1.01 The main structure of the lightbar must be one-piece extruded aluminum bottom and two piece extruded aluminum top held on by 4 screws per side. Lightbars with plastic/polycarbonate tops are not acceptable. The lightbar shall house all electronic components. The lightbar shall measure a maximum of 1 5/8 inches high x 11 5/16 inches wide x 48 inches long excluding mounting brackets. The lightbar must have Hi/Low power control of any or all LED warning modules and must allow for individual control and switching of the LED Lighthoods to accomplish the progress intensity lighting required of the department. Lightbars that do not offer this feature are not acceptable.
- 1.02 The lightbar shall contain one (1) internal control module I/O board which shall contain all the electronics required to operate all internal lighthoods. This single module is required for ease of servicing the lightbar. Lightbars with multiple boards are unacceptable.
- 1.03 The lightbar shall have a combination of: four (4) Multi Angled corner Linear18 LED lamps [2 Blue/White / 2 Red/White]; twelve (12) Long DUO+ Modules [3 R/W, 3 B/W, 3 A/R, 3 A/B]; four (4) Short DUO+ Modules [1 R/W, 1 B/W, 1 A/R, 1 A/B]; two (2) Super-LED Flashing Alley Lights.
- 1.04 Each I/O card shall produce a minimum flash rate of 75 Comet® flashes per minute. There must be multiple flash patterns to choose from in a choice of four phases, plus multiple bar patterns and five Traffic Advisor patterns. LED lamps must be capable of activating independently of each other in any pattern and any phase. Lightbars without this feature are unacceptable.
- 1.05 The lightbar shall use true DUO technology, each module in the lightbar is a DUO module whether it is one color or two. Using advanced thermo design each segment can be operated independently or at the same time. Lightbars that do not allow for both segments to be flashed at the same time are unacceptable.
- 1.06 The lightbar's primary warning shall have a maximum of four (4) multi angled linear Super LED modules [1 in each corner] with only the four multi angled corner modules to meet SAE Class 1 360 degree requirements. Lightbars that utilize more than four modules to meet SAE J845 Class I requirements are not acceptable. A copy of the Testing Lab or AMECA Certificate confirming that the lightbar conforms to SAE Class 1 requirements is required with this bid. Failure to submit this document will disqualify the bidder. The Super LED alley light must produce a 20° spotlight, and the light output must not be blocked by a screw boss, screw, web in the lens, etc. With a measurement no greater than 3 inches wide x 1 inches high, each alley light must contain three (3) Super-LEDs mounted in a row with a precision optic lens for maximum light output and must have a 15 degree horizontal adjustment. Lightbars that do not use Linear LED's as primary warning are not acceptable. The lightbar shall have Linear- LED® modules in the four corners. Each Linear18 multi angled corner module shall consist of a minimum of eighteen (18)

Super-LED's permanently mounted within a single "removable" highly mirrored parabolic reflector for maximum light output. Corner light modules that utilize multiple reflectors or mirrors are not acceptable since they do not provide a true even light spread. The eighteen (18) LED's shall be mounted in a straight line and have a single diffuser panel mounted in front of them for maximum light output. All inboard Linear-LED panels shall be the same design as the Linear18 described above, but shall contain a minimum of six (6) Super LEDs. All lightheads must be Super-LED. There shall be no lens dividers or obstructions between light modules, this gives the visual effect of one simultaneous row of LEDs. The use of halogen or incandescent lamps is unacceptable and will cause the bid to be considered non-responsive.

- 1.07 The I/O module shall be 100% solid state with built-in reverse-polarity protection and output-short protection. They shall operate from 10-16 VDC with no degradation in flash rate, and shall operate through a temperature range of -30 degrees Celsius to 60 degrees Celsius. The lightbar shall be designed to have up to ten (10) lamps to the front, ten (10) lamps to the rear, and one (1) on each end. The lenses shall be constructed of polycarbonate with built-in spreader optics and a horizontal non-fluted strip across the center of each lens for maximum light output at the "zero" H-V point. The LED panel must be mounted within the lightbar. Systems in which the LED panel/lens assembly makes up the outside configuration of the lightbar are not acceptable.
- 1.08 The lightbar shall have:
 - two (2) Linear18 corner's;
 - six (6) Duo Long Linear12 LED's
 - two (2) Duo Short Linear6 LED's to the front;
 - two (2) Linear18 corner's, (6) six Duo Long Linear12 LED's and (2) two Duo Short Linear6 LED's to the rear which must operate as a Traffic Advisor with Left/Right and Center/Out patterns as well as a warning light; and
 - two (2) Super-LED alley lights, one on each end of the lightbar.
- 1.09 The lightbar must utilize single piece polycarbonate domes that slide into the extrusion and are held in place by an aluminum top that secures to the lightbar via four screws. The one piece dome shall have a single sealing point that wraps around all the internal components to protect the lightbar from weather elements. Lightbars that utilize domes held in place by clips are unacceptable as the domes will allow sunlight to wash out the warning light, and clips can fail over time. The outer lens color shall be clear. The domes should be sprayed with a hard coat to protect them from weather elements.
- 1.10 There shall be two (2) cables exiting the lightbar on the passenger side. Each cable shall be heavy duty water resistant, (1) each power and ground cable and a 2 conductor 20 gauge serial cable. The external cable shall be a minimum of 17 feet and exit the passenger side of the lightbar. The serial cable shall plug into an electronic control module which must communicate all lightbar operating functions to the lightbar. There must be a minimum of eighteen (18) function wires on the ECM that are programmed via WECAN software to allow for simple programming of each individual lighthead,

including On/Off operation, choice of four phases and multiple flash patterns, cruise light intensity, Hi/Low control, and Traffic Advisor™ patterns.

- 1.11 The lightbar shall have a photo cell as standard feature. The photocell will automatically put the lightbar into low power mode during nighttime operation. Operating under low power during nighttime conditions enhances officer safety by not obscuring motorists vision with bright light, but instead providing them with better visibility of the vehicle and its surroundings.
- 1.12 The standard mounting kit shall include a combination permanent mount and gutter mount. All hardware shall be stainless steel. Gutter straps must be designed for most late model vehicles.

2.00 WARRANTY

- 2.01 The system shall be warranted by the manufacturer to the user directly to be free from defects of material or workmanship for a period of 24 months from date of purchase (no warranty is offered on optical plastic parts). LED's shall be warranted for a period of five years. Written proof of this warranty by the manufacturer must be furnished by the bidder and attached to the bid.
- 2.02 The manufacturer shall provide a 24 month warranty on both parts and factory labor. This shall include 48 hour factory turnaround repair service. Out-of-warranty product shall receive the same quality service and be repaired at a flat service rate of \$90.00, which includes shipping/handling fee for each unit returned (excluding new or necessary hardware such as lenses, flash tubes, etc.).
- 2.03 All successful bidders must be an authorized distributor for Whelen Engineering Company and stock sufficient quantities of service parts to maintain the needs of the department within forty-eight (48) hours after call.

Quality Reference: Whelen (1) GB8SP3J No Substitutes.

Specification F

SPECIFICATIONS FOR A WHELEN ION SUPER-LED SIDE-KICK LIGHT SYSTEM

While it is not the intention of this Competitive Sealed Bid to eliminate Bidders that can offer emergency equipment that is similar or equal in purpose, function and performance of the brand and models specified, any brand or model other than as specified will not be accepted, as the Department has standardized on the referenced systems for various reasons, including part and model compatibility. All major components must be designed and manufactured in the United

States of America, including, LED panels, lenses, etc. Bids that contain major components (subassemblies) manufactured outside of the United States or by multiple sources are not acceptable.

1.00 ION SUPER-LED™

- 1.01 The system shall be supplied with two (2) of the ION series lighthead.
- 1.02 The directional head assembly shall be supplied with a custom fender mount housing. The unit must be completely sealed for weather resistance and long life and durability.
- 1.03 The lighthead assembly shall measure a maximum 5.91 inches long x 1.1 inch protrusion, x 1.69 inches high black die cast housing. Larger units are not acceptable due to the size constraint of the mounting area.
- 1.04 The directional head assembly shall have an ION Super-LED panel which contains a maximum of six (6) individual Super-LEDs (Generation 3.5) in a straight row that have a life expectancy of at least 100,000 hours each. The unit shall draw no more than .40 amps. The unit shall conform to J595 Class 1 SAE and Title XIII lighting requirements. A copy of the AMECA certificate must accompany the bid.
- 1.05 There must be four (4) wires exiting each unit, one for each of the following: Power, Ground, ScanLock and Synchronize. The ScanLock wire will allow a choice of flash patterns including steady burn. There shall be twenty-five (25) patterns in the single color and sixty-nine (69) patterns in the split color version to choose from. Seven (7) patterns shall have a Phase 1 and Phase 2. When using multiple lighthead, the synchronized wires are attached to alternate Phase 1 and Phase 2 patterns in each of these seven patterns. The unit will have a non-volatile memory and stay in the pattern selected.
- 1.06 The lens must be made of clear polycarbonate and must have a smooth outer lens with built-in optics to insure maximum light output.

2.00 SIDE-KICK FLANGE

- 2.01 The system shall be supplied with two (2) custom mounting flanges designed to mount into the stock fender vent locations on the 2011-2016 Chevrolet Caprice, and 2011-2016 Ford Taurus / Police Interceptor Sedan. Mounting the ION lights in these locations will provide crucial intersection warning.

3.00 WARRANTY

- 3.01 LED modules shall be warranted for a period of five (5) years (no warranty is offered on optical plastic parts). Written proof of this warranty by the manufacturer must be furnished by the bidder and attached to the bid.
- 3.02 The manufacturer shall provide a twenty-four (24) month warranty on both parts and factory labor. This shall include 48 hour factory turnaround repair service. Out-of-warranty product shall receive the same quality service and be repaired at a flat service rate of \$110.00, which includes shipping/handling fee for each unit returned (excluding new or necessary hardware).
- 3.03 All successful bidders must be an authorized distributor for Whelen Engineering Company and stock sufficient quantities of service parts to maintain the needs of the department within forty-eight (48) hours after call.

Quality Reference: Whelen SK01**, SK02** AS SPECIFIED,
NO SUBSTITUTES.

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Specification G

SPECIFICATIONS FOR A SUPER-LED® HIDEAWAY™

The following specification is for a self-contained Super-LED Hideaway head assembly. The lighthead shall be supplied complete with all standard mounting hardware and accessories. While it is not the intention of this Competitive Sealed Bid to eliminate Bidders that can offer emergency equipment that is similar or equal in purpose, function and performance of the brand and models specified, any brand or model other than as specified will not be accepted, as the Department has standardized on the referenced systems for various reasons, including part and model compatibility. All major components such as lamps drivers and LED P/C boards must be designed and manufactured in the United States of America. Any systems that use products manufactured outside the United States are not acceptable. The successful bidder must be either the manufacturer, or an authorized distributor for the manufacturer with a facility in the State of Kentucky, with sufficient inventory in stock.

1.00 LIGHTHEAD

- 1.01 The lighthead must be designed with a minimum of six (6) Super-LEDs mounted to a flat board. This LED board must be mounted to an aluminum base designed for thermal heat management for long life and durability. The unit must be designed to mount into a 1" hole in a composite type headlight and taillight and, in turn, allow for easy upgrading of existing strobe Hide-A-Ways to LED. The base must be sealed to a hemispheric lens to provide weather resistance. The lens must be frosted for enhanced light output and

spread. The unit must be no greater than 7/8" high by 1-1/2" diameter including the mounting flange. Units that are larger than these dimensions are not acceptable because they cover and block too much of the OEM reflector. The lamp must be available in Amber, Blue, White or Red.

- 1.02 The unit must be supplied with a minimum of a four conductor, 22 gauge neoprene cable that is a minimum of 9' in length. This cable shall include an inline lamp driver that is completely encapsulated for moisture and vibration resistance. Units that require a remote lamp drive, ballast or flasher unit are not acceptable because of the increase in the number of failure points and installation time. The four wires must allow for power, ground, Scan-Lock flash pattern, and synchronization features. There must be a minimum of 25 Scan-Lock flash patterns to choose from, including patterns that allow multiple light to operate as a system by alternating or simultaneously flashing multiple lightheads in a sequence.
- 1.03 An optional black or chrome surface mount flange shall be available if the user chooses to mount the lighthead in another location rather than in a composite headlight or taillight assembly. Lightheads that do not offer this option are unacceptable.
- 1.04 The unit must be extremely quiet and must meet SAE J1113-41 Class 5 for RFI/EMI noise emitted.

2.00 WARRANTY

- 2.01 The LED lamp shall have a five (5) year warranty. Written proof of this warranty by the manufacturer must be furnished by the bidder and attached to the bid.
- 2.02 The manufacturer shall provide a twenty-four (24) month warranty on both parts and factory labor. This shall include 48-hour factory turnaround repair service.
- 2.03 All successful bidders must be an authorized distributor for Whelen Engineering Company and stock sufficient quantities of service parts to maintain the needs of the department within forty-eight (48) hours after call.

Quality Reference: WHELEN MODEL VTX609*. No substitutes.

Specification H

SPECIFICATIONS FOR A WHELEN SIREN SPEAKER

The emergency vehicle siren speaker must be a Whelen Model SA315P Speaker, as specified below. All component parts of the systems must be of a single manufacturer. While it is not the intention of this Competitive Sealed Bid to eliminate Bidders that can offer emergency equipment that is similar or equal in purpose, function and performance of the brand and models specified, any brand or model other than as specified will not be accepted, as the Department has standardized on the referenced systems for various reasons, including part and model compatibility. The speaker must be designed and manufactured in the United States of America.

1.00 SPEAKER

- 1.01 The electronic speaker must utilize a multi-port reentrant design, which produces higher sound levels as well as clear sound. Single or dual reentrant speakers are unacceptable.
- 1.02 The siren speaker must meet or exceed SAE and California Title XIII requirements for a "Class A" speaker when used with a standard Whelen siren amplifier. The speaker must produce a minimum sound level of 120 to 122 dB at 10 feet.
- 1.03 The speaker shall be made of a black composite material to resist fading and be of compact size, measuring no larger than 6-1/2 inches H x 6-1/2 inches W x 2-7/8 inches D with rounded corners. Larger speakers are not acceptable.
- 1.04 The siren speaker shall have only two main parts: the housing that contains the Projector, resonant chamber and reentrant parts; and the speaker driver.
- 1.05 The speaker shall utilize a high efficiency 100 watt driver. This will allow for a maximum sound output and clarity. Speaker driver must be easily replaceable.
- 1.06 The 100 watt driver shall be compressed style and shall bolt on to the Projector. The driver shall not be of threaded throat style, since this type may either untwist over the course of time and cause speaker failure, or seize together due to oxidation, thereby becoming impossible to repair or replace.
- 1.07 A speaker mounting bracket shall be supplied for most late-model vehicles.

2.00 WARRANTY

- 2.01 The system shall be warranted by the manufacturer to the user directly to be free from defects of material or workmanship for a period of twenty-four (24) months from date of purchase. Written proof of this warranty by the manufacturer must be furnished by the bidder and attached to the bid.
- 2.02 The manufacturer shall provide a twenty-four (24) month warranty on both parts and factory labor. This shall include forty-eight (48) hour factory turnaround repair service. Out-of-warranty product shall receive the same quality service and be repaired at a flat

service rate of \$90.00, which includes shipping/handling fee for each unit returned (excluding new or necessary hardware such as lenses, flash tubes, etc.).

- 2.03 All successful bidders must be an authorized distributor for Whelen Engineering Company and stock sufficient quantities of service parts to maintain the needs of the department within forty-eight (48) hours after call.

Quality Reference: Whelen SA315P with SAK* mounting bracket. Advise make, model of vehicle. No Substitutes.

Pricing

ITEM	WHELEN EQUIPMENT NO SUBSTITUTES	PRICE
1	Whelen Grommet Mount	\$ 4.16
2	Whelen ION Series Universal Mount Super-LED Lightheads BLUE	\$ 82.50
3	Whelen ION Series Universal Mount Super-LED Lightheads CLEAR	\$ 82.50
4	Whelen ION Series Universal Mount Super-LED Lightheads Mounting Bracket (1 Pr)	\$ 42.77
5	Whelen ION Series Universal Mount Super-LED Lightheads RED	\$ 82.50
6	Whelen Rear Facing Inner Edge XLP Light Bar w/ 12 Head Module Rear Inner Edge XLP Light is to be configured with Blue Driver/Red Passenger (Sedan)	\$ 1,029.40
7	Whelen Front Facing Inner Edge XLP Light Bar w/ 12 Head Module (No TD) Front Inner Edge XLP Light is to be configured with Red Driver/Blue Passenger. (Sedan)	\$ 1,029.40
8	Whelen FRONT Facing Inner Edge XLP Light Bar w/ 12 Head Module (No TD). Front Inner Edge XLP Light is to be configured with Red Driver/Blue Passenger. (SUV)	\$ 1,029.40
9	Whelen Control Siren System w/ CTL2 Push Button Control Head	\$ 963.50
10	Whelen Legacy Lightbar 54"	\$ 1,835.99
11	Whelen Legacy Lightbar 48"	\$ 1,835.99
12	Whelen Side Kick for Police Interceptor sold in pairs	\$ 293.50
13	Whelen Vertex Hide Away LED Clear	\$ 61.60
14	Whelen SA315P Siren Speaker w/SAK39 Bracket	\$ 145.00
15	Whelen SA315P SPEAKER w/ SAK51 BRACKET (2016 UTILITY)	\$ 145.00

Lightbar Package for Utility consisting of:

GB2SPJ Whelen Legacy 54" Lightbar, Mounting Straps, CANWC1 w/ CANCTL2 ConTrol Siren System, SA315P Siren Speaker, & SAK51 Speaker Mount: **\$2,680.00**

Lightbar Package for Sedam consisting of:

GB8SPJ Whelen Legacy 48" Lightbar, Mounting Straps, CANWC1 w/ CANCTL2 ConTrol Siren System, SA315P Siren Speaker, & SAK39 Speaker Mount: **\$2,680.00**

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION
Bid #156-2015 Emergency Lighting and Equipment**

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.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

FINANCIAL RESPONSIBILITY

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 performance of the work or provision of goods 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. 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.
- d. The General Liability Policy shall include a Products Liability endorsement unless deemed not to apply by LFUCG.
- 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.

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WHELEN[®]

Certificate of Authorization for Sales & Service of CANTROL™ Systems

RECEIVED UPON COMPLETION OF THE WHELEN FACTORY TRAINING
CURRICULUM, PROVIDED NOVEMBER 8-9, 2011 - CHESTER, CT

April Hall

OF RCS Communications

IS AWARDED THIS CERTIFICATE

CERTIFICATE VALID ONLY WHILE EMPLOYED BY RCS COMMUNICATIONS

Scott Mangan

Scott Mangan, Training Manager



Certificate of Attendance New Product & Technical Training

Arvel Hall

RCS Communications

RECEIVED UPON COMPLETION OF THE WHELEN FACTORY TRAINING CURRICULUM PROVIDED,

August 26, 2015

Dublin, Ohio

A handwritten signature in blue ink that reads "Scott Mangan". The signature is written in a cursive style.

Scott Mangan, Corporate Trainer



— GENERAL POLICY INFORMATION —

- (1) These policies may be amended or changed without notice. All Whelen Engineering customers acknowledge receipt of these policies and accept their terms and conditions by purchasing products covered by the current Whelen Authorized Catalog and/or Price Lists.
- (2) Prices are subject to change without prior notice. Price in effect at time of shipment will prevail on scheduled orders. Every effort will be made to avoid price revisions prior to word date noted on the Official Price List. Should material cost escalate beyond our control, Whelen Engineering reserves the right to make adjustments deemed necessary.
- (3) Whelen Engineering Company reserves the right to add surcharges to invoices for special taxes that are imposed on Whelen in advance of the start of such surcharges.
- (4) Any product may be discontinued, or upgraded with design improvements, without notice.
- (5) By the purchase of products from Whelen, customer agrees to abide by and be bound to the terms and conditions stated herein, unless a Whelen corporate order has otherwise agreed in writing. These terms and conditions are exclusive and shall apply in lieu of all other terms and conditions appearing on the customer's purchase order or other customer documentation. Customer agrees that Whelen's acceptance of customer's order or quotation is limited to and governed exclusively by these terms and conditions. Neither Whelen's commitment of performance nor shipment of products shall be deemed to constitute acceptance of any additional or different terms and conditions proposed by customer. Whelen's agreement to object to conditions of Customer, which are hereby rejected by Whelen. Customer also agrees to and accept unsolicited taxes and/or emails from Whelen on promotional, literature, etc.
- (6) Whelen In-house quality assurance program is used in all manufactured products. Customer imposed or requested programs will only be used at Whelen Plants when agreed to by an authorized corporate officer and any quotation will reflect the cost of such a program in the pricing and accepted by the customer.
- (7) Catalog, price list or policy statement does not constitute the right to purchase directly from Whelen Engineering Company, Inc. Contact the factory for official account status, customer classification and current discount for all product categories.
- (8) To order, configuration and program certain Whelen Products, the customer may be required, at their cost, to update their computer's hardware and/or operating system to the latest version. Whelen Trademarks are the property of Whelen Engineering Company, Inc. and may be used only as set forth in the Guidelines for use of Whelen Trademarks available at www.whelen.com.
- (9) Whelen Engineering Company reserves the right to terminate or change status of any current customer at any time without notice. Such accounts may be reinstated at the discretion of the Whelen Authorized Managing Sales Representative for the territory provided that: A) placement of the required stocking order and all other criteria are met, and B) distributor for the given area is still available.
- (10) Whelen Engineering Company reserves the right to terminate any customer that imports for sale, offers for sale or sells non-Whelen Products that (A) are either copies of, or replacement parts for, genuine Whelen Products; (B) infringe any of the intellectual property rights of Whelen in its products, including without limitation any Whelen patent, trade secret, copyright, trademark or trade dress or (C) cause confusion or could reasonably lead the marketplace to believe that the source or origin of such products is Whelen or that Whelen has approved or endorsed such products as replacements for genuine Whelen products.
- (11) Whelen Engineering Company reserves the right to terminate any customer that imports for sale, offers for sale or sells non-Whelen Products that (A) are either copies of, or replacement parts for, genuine Whelen Products; (B) infringe any of the intellectual property rights of Whelen in its products, including without limitation any Whelen patent, trade secret, copyright, trademark or trade dress or (C) cause confusion or could reasonably lead the marketplace to believe that the source or origin of such products is Whelen or that Whelen has approved or endorsed such products as replacements for genuine Whelen products.
- (12) Customers are urged to email or fax orders. Distributors should use either email to sales@whelen.com or fax to 1-800-637-8762. OEM customers should either email to order@whelen.com or fax to 1-800-245-6925. Whelen accepts no responsibility for errors concerning verbal orders.
- (13) Duplicating written orders not marked "contract" or discrepancies on continuing purchase orders (including original telephone orders) is not the responsibility of Whelen Engineering Company, Inc. Returns due to discrepancies or duplication are subject to a restocking charge, as noted in item #26. Email and a toll free order fax-line is provided to assure accuracy of order entry, see item #2.
- (14) An order acknowledgment is based on enabled for each order. It is customer's responsibility to carefully check each order for accuracy and notify Whelen immediately of any discrepancies. No response to a discrepancy from the customer, and customer will accept the order as entered. This includes, but is not limited to, product, pricing and schedule dates.
- (15) Minimum billing is \$50 Net. Orders of less than \$50 Net will be billed at \$50 Net.
- (16) All prepaid orders (except credit card payments) will receive a 3% cash discount. Correct amount of payment must be received prior to entry and processing of order.
- (17) 3% prompt payment terms are offered and based on written agreement only, contact the factory for details. No other terms offered.
- (18) All discounts apply to one location at a time, covered by one purchase order number.
- (19) Net terms continue to be 30 days. Accounts over 30 days may be charged a late charge (late collection fees) on the unpaid balance. Accounts due 45 days will be placed on hold and accounts that reach 60 days will automatically become a cash-in-advance or credit card account. At any time after 60 days, the collection process may begin.
- (20) Orders from accounts with no prior approved line of credit will require cash in advance or an authorized MC/VISA credit card number, see item #22.
- (21) Returned or uncollectible checks will be subject to a \$50 handling fee. Any further occurrence will necessitate forfeiture of open account terms.
- (22) MasterCard and Visa payments are encouraged (No C.O.D. offered). The following information is required at the time a credit card order is placed: 1. Exact full name as shown on credit card 2. Complete account number 3. Expiration date (month and year) 4. Bank number on card 5. Security code 6. Your telephone number and billing address of credit card. Note: We reserve the right to not drop ship credit card orders.
- (23) Whelen is not responsible for the selection of appropriate equipment or product type required for a particular application or service. Whelen will not be liable for any direct indirect consequential or incidental loss or damage arising out of the installation, use or inability to use the product selected.
- (24) Consignment of orders cannot be accepted. Whelen will ship and invoice products as they become available on each order from the factory at which the products are manufactured, either the New Hampshire or the Connecticut facility.
- (25) Whelen offers a bid specification program for Distributors only, contact your Authorized Managing Sales Representative for details.
- (26) Material Return, Exchanges and Cancellations Policies
- (27) Order cancellation must be emailed or faxed, see item #12, with all pertinent information given. Verbal cancellations are not acceptable. An acknowledgement of the cancellation will be emailed or faxed back. Otherwise standard restocking fee will apply. Restocking charges will apply for items which have already been packaged for delivery.
- (28) Custom design, special orders, green LED products, 51T OPTICOM™ Emitters, 24 volt models or model/series marked with 4 + 4 notation in the Official Price List are non-cancelable and non-returnable.
- (29) Material returned for credit or exchange inspection must be new, unused and in its original packaging and have prior written approval. Contact factory for a return authorization form. Such materials will be subject to acceptance inspection upon return, and to a minimum 25% restocking charge (\$50 minimum fee required). Product must be in current production and less than six months old from date of invoice.
- (29) All claims must be filed by the customer within 10 days of receipt of shipment. File claims for damage with the carrier, and claims for shortage with Whelen when applicable.
- (30) Freight is FOB origin freight prepaid from Chester, Connecticut or Charleston, Connecticut for Whelen Engineering Company. For UPS Premium Shipments, (a) charges will be added to invoice. All other premium shipping methods will be forwarded. Freight soe discretion of the Whelen Engineering Company. Whelen reserves the right to pass along any and all freight surcharges, including but not limited to, fuel surcharge, delivery (remote/extended), area surcharges, residential delivery surcharge, etc.
- (31) Returns and add requests for premium truck or air freight routing will include a small additional administrative and handling charge in the freight invoice.
- (32) Shipments out of the United States from customers will accrue a minimum of a \$500 processing fee. Customers are urged to contact the factory for a quote prior to entering any orders.
- (33) A factory direct warranty is offered with all products manufactured by Whelen Engineering Company. Inc. A copy of this warranty policy is available at www.whelen.com/warranty. These official Whelen warranties are in lieu of all other warranties, expressed or implied. Under no circumstances shall Whelen be liable for any consequential, damages, special damages, incidental damages, punitive damages or lost profits of any kind, whether incurred directly or indirectly by another party.

FREIGHT POLICIES

MATERIAL RETURN, EXCHANGES AND CANCELLATIONS POLICIES

WARRANTY

— EFFECTIVE 3/1/14, REPLACES ALL PREVIOUSLY PUBLISHED DISTRIBUTOR/OEM POLICIES —



WHELEN®

Certificate of Authorization for Sales & Service of CANITROL™ Systems

RECEIVED UPON COMPLETION OF THE WHELEN FACTORY TRAINING
CURRICULUM, PROVIDED NOVEMBER 8-9, 2011 - CHESTER, CT

Avril Hall

OF RCS Communications

IS AWARDED THIS CERTIFICATE

CERTIFICATE VALID ONLY WHILE EMPLOYED BY RCS COMMUNICATIONS

Scott Mangan

Scott Mangan, Training Manager





Certificate of Attendance **New Product & Technical Training**

Arvell Hall
RCS Communications

RECEIVED UPON COMPLETION OF THE WHELEEN FACTORY TRAINING CURRICULUM PROVIDED,

August 26, 2015

Dublin, Ohio

Scott Mangan, Corporate Trainer



81 WINTHROP ROAD, CHESTER, CT 06412-0684
(860) 526-8504 • FAX: (840) 526-4078 • www.whelen.com

Distributor/OEM Policies
DP14.1W
March 1, 2014 (Revised 02/17/14)

— GENERAL POLICY INFORMATION —

- (1) These policies may be amended or changed without notice. All Whelen Engineering customers acknowledge receipt of these policies and accept their terms and conditions by purchasing products covered in the current Whelen Automotive Catalog and/or Price Lists.
- (2) Prices are subject to change without prior notice. Price in effect at time of shipment will prevail on scheduled orders. Every effort will be made to avoid price revisions prior to void date noted on the Official Price List. Should material cost escalate beyond our control, Whelen Engineering reserves the right to make adjustments deemed necessary.
- (3) Whelen Engineering Company reserves the right to add surcharges to invoices for special taxes that are imposed on Whelen by state governments or other legal entities for our doing business in their jurisdiction. Every effort will be made to provide appropriate notice in advance of the start of such surcharges.
- (4) Any product may be discontinued, or upgraded with design improvements, without notice.
- (5) By the purchase of products from Whelen, customer agrees to abide by and be bound to the terms and conditions stated herein, unless a Whelen corporate officer has otherwise agreed in writing. These terms and conditions are exclusive and shall apply in lieu of all other terms and conditions appearing on the customer's purchase order or other customer documentation. Customer agrees that Whelen's acceptance of customer's order or quotation is limited to and governed exclusively by these terms and conditions. Neither Whelen's commencement of performance nor shipment of products shall be deemed to constitute acceptance of any additional or different terms and conditions proposed by customer. Whelen's failure to object to provisions contained in any order or other document of customer shall not be construed as a waiver by Whelen of Whelen's terms and conditions or an acceptance of any terms and conditions of Customer, which are hereby rejected by Whelen. Customer also agrees to and accepts unsolicited taxes and/or emails from Whelen on promotions, literature, etc.
- (6) Whelen in-house quality assurance program is used in all manufactured products. Customer imposed or requested programs will only be used at Whelen Plants when agreed to by an authorized corporate officer and any quotation will reflect the cost of such a program in the pricing and accepted by the customer.
- (7) Catalog, price list or policy statement possession does not constitute the right to purchase directly from Whelen Engineering Company, Inc. Contact the factory for official account status, customer classification and current discount for all product categories.
- (8) To order, configure and program certain Whelen Products, the customer may be required, at their cost, to update their computer's hardware and/or operating system to the latest version.
- (9) Whelen Trademarks are the property of Whelen Engineering Company, Inc. and may be used only as set forth in the Guidelines for use of Whelen Trademarks available at www.whelen.com.
- (10) Whelen Engineering Company reserves the right to terminate or change status of any current customer at any time without notice. Such accounts may be reinstated at the discretion of the Whelen Authorized Managing Sales Representative for the territory provided that A) placement of the required stocking order and all other criteria are met, and B) distributorship for the given area is still available.
- (11) Whelen Engineering Company reserves the right to terminate any customer that imports for sale, offers for sale or sells non-Whelen Products that: (A) are either copies of, or replacement parts for, genuine Whelen products, (B) infringe any of the intellectual property rights of Whelen in its products, including without limitation any Whelen patent, trade secret, copyright, trademark or trade dress or, (C) cause confusion or could reasonably lead the marketplace to believe that the source or origin of such products is Whelen or that Whelen has approved, endorsed or authorized such products as replacements for genuine Whelen products.

ORDERING AND PAYMENT POLICIES

- (12) Customers are urged to email or fax orders. Distributors should use either email to autoorder@whelen.com or fax to 1-800-637-8762. OEM customers should either email to ocmorder@whelen.com or fax to 1-800-245-6825. Whelen accepts no responsibility for errors concerning verbal orders.
- (13) Duplicating written orders not marked "confirmation" or discrepancies on confirming purchase orders following original telephone orders is not the responsibility of Whelen Engineering Company, Inc. Returns due to discrepancies or duplication are subject to a restocking charge, as noted in Item #26. Email and a toll free order fax-line is provided to assure accuracy of order entry, see Item #12.
- (14) An order acknowledgment is faxed or emailed for each order. It is customer's responsibility to carefully check each order for accuracy and notify Whelen immediately of any discrepancies. If no response is received from the customers, said customers will accept the order as entered. This includes, but is not limited to, product, pricing and schedule dates.
- (15) Minimum billing is \$50 Net. Orders of less than \$50 Net will be billed at \$50 Net.
- (16) All prepaid orders (except credit card payments) will receive a 3% cash discount. Correct amount of payment must be received prior to entry and processing of order.
- (17) 3% prompt payment terms are offered and based on written agreement only contact the factory for details. No other terms offered.
- (18) All discounts apply to orders shipped to one location at a time, covered by one purchase order number.
- (19) Net terms continue to be 30 days. Accounts over 30 days may be charged a finance charge (plus collection fees) on the unpaid balance. Accounts due 45 days will be placed on hold and accounts that reach 60 days will automatically become a cash-in-advance or credit card account. At any time after 60 days, the collection process may begin.
- (20) Orders from accounts with no prior approved line of credit will require cash in advance or an authorized MC/VISA credit card number, see Item #22.
- (21) Returned or uncollectible checks will be subject to a \$50 handling fee. Any further occurrence will necessitate forfeiture of open account terms.
- (22) Mastercard™ and Visa™ payments are encouraged (No C.O.D. offered). The following information is required at the time a credit card order is placed: 1. Exact full name as shown on credit card 2. Complete account number 3. Expiration date (month and year) 4. Bank number on card 5. Security code 6. Your telephone number and billing address of credit card. Note: We reserve the right to not drop ship credit card orders.
- (23) Whelen is not responsible for the selection of appropriate equipment or product type required for a particular application or service. Whelen will not be liable for any direct, indirect, consequential or incidental loss or damage arising out of the installation, use or inability to use the product selected.
- (24) Consolidation of orders cannot be accepted. Whelen will ship and invoice products as they become available on each order from the factory at which the products are manufactured, either the New Hampshire or the Connecticut facility.
- (25) Whelen offers a bid specification program for Distributors only, contact your Authorized Managing Sales Representative for details.

MATERIAL RETURN, EXCHANGES AND CANCELLATIONS POLICIES

- (26) Order cancellation must be emailed or faxed, see Item #12, with all pertinent information given. Verbal cancellations are not acceptable. An acknowledgement of the cancellation will be emailed or faxed back. Otherwise standard restocking fee will apply. Restocking charges will apply for items which have already been packaged for delivery.
- (27) Custom designs, special orders, green LED products, GIT OPTICOM™ Emitters, 24 volt models or model series marked with †† notation in the Official Price List are non-cancelable and non-returnable.
- (28) Material returned for credit or exchange must be new, unused and in its original packaging and have prior written approval. Contact factory for a return authorization form. Such material will be subject to acceptance inspection upon return and to a minimum 25% restocking charge (\$30 minimum fee required). Product must be in current production and less than six months old from date of invoice.
- (29) All claims must be filed by the customer within 10 days of receipt of shipment. File claims for damage with the carrier, and claims for shortage with Whelen when applicable.

FREIGHT POLICIES

- (30) Freight is FOB origin freight prepaid from Chester, Connecticut or Charlestown, New Hampshire in the 48 Contiguous States (excludes AK & HI). The choice of freight carrier will be at the sole discretion of the Whelen Engineering Company. For UPS Premium Shipments, fuel charges will be added to invoice. All other premium shipping methods will be forwarded "freight collect", including drop shipments. Whelen reserves the right to pass along any and all freight surcharges, including, but not limited to, fuel surcharge, delivery (remote-extended), area surcharges, residential delivery surcharge, etc.
- (31) "Prepay and Add" requests for premium truck or air freight routing will include a small additional administrative and handling charge in the freight invoice.
- (32) Shipments out of the United States from customers will accrue a minimum of a \$50.00 processing fee. Customers are urged to contact the factory for a quote prior to entering any orders.

WARRANTY

- (33) A factory direct warranty is offered with all products manufactured by Whelen Engineering Company, Inc. A copy of this warranty policy is available at www.whelen.com/warranty. These official Whelen warranties are in lieu of all other warranties, expressed or implied. Under no circumstances shall Whelen be liable for any consequential damages, special damages, incidental damages, punitive damages or lost profits of any kind, whether incurred directly or indirectly by another party.

— EFFECTIVE 3/1/14, REPLACES ALL PREVIOUSLY PUBLISHED DISTRIBUTOR/OEM POLICIES —