



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: November 22, 2017

**INVITATION TO BID #183-2017
Emergency Lighting and Equipment**

Bid Opening Date: December 6, 2017

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 **12/06/2017**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

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

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

<input checked="" type="checkbox"/> Bid Specifications Met Check One: _____ Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>		Proposed Delivery: <u>15-30</u> 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 Communication Systems Inc

Firm Name

4445 Robards Lane

Address

Louisville KY, 40218

City, State & Zip

Bid must be signed:
(original signature)


Signature of Authorized Company Representative – Title

Perry Bond
Representative's Name (Typed or printed)

502-584-7385 ext 3119 502-584-7385
Area Code - Phone – Extension Fax #

ppbond@bellsouth.net
E-Mail Address

AFFIDAVIT

Comes the Affiant, Perry P. Bond, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Perry P. Bond and he/she is the individual submitting the bid or is the authorized representative of RADIC COMMUNICATIONS SYSTEMS, INC 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. _____

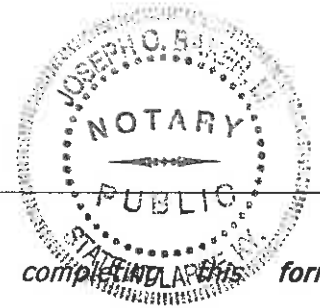
STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Perry P. Bond on this the 1st day of December, 2017

My Commission expires: April 19, 2019

Joseph O. Beckwith
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  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 #183-2017 Emergency Lighting and 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. See bid specifications.
- 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.
- E. 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.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- 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.*

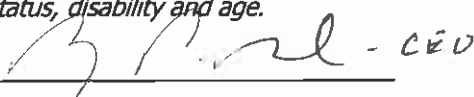
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of 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, veteran status, disability and age.

Signature

 - CEO

Radio Communication System Inc.
Name of Business

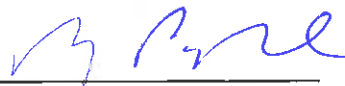
GENERAL PROVISIONS OF BID CONTRACT

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. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, 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. **Price Discrepancy:** In case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. 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.
20. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature



Date

WORKFORCE ANALYSIS FORM

Name of Organization: Radio Communication System Inc

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals		7	6														
Superintendents																	
Supervisors		6	4	1													
Foremen																	
Technicians		14				2											
Protective Service																	
Para-Professionals																	
Office/Clerical		6	11				3										
Skilled Craft																	
Service/Maintenanc																	
Total:	60	33	21	1	0	2	3	0	0	0	0	0	0	0	0	36	24

Prepared by: Micheal Starkey Operations Manager Date: 12 / 1 / 17
 (Name and Title)

Revised 2015-Dec-15

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

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

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

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

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

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



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

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

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Radio Communication System Inc
Company

Company Representative

Date

Title



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Radio Communication System Inc
Company

Company Representative

Date

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Failure to submit this form may cause rejection of the bid.**

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

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

Radio Communication System Inc
Company

Company Representative

Date

Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

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

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

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

Radio Communication System Inc
Company

Company Representative

Date

Title



LEXINGTON

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Radio Communication System Inc

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Radio Communication System Inc
Company

Company Representative

Date

Title



LEXINGTON

Lexington-Fayette Urban County Government Division of Police

Bid #183-2017 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 Technical Services Unit, 2269 Frankfort Circle, Lexington, Kentucky, 40510, as per the following specifications.

Bid Specifications - Emergency Equipment

Equipment list

SPECIFICATIONS	WHELEN EQUIPMENT NO SUBSTITUTES	PART NUMBER
A	Whelen Ion Pedestal Mount Black	IONPEDB
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 Red	WIONR
A	Whelen ION Series Universal Mount Super-LED Lightheads Red/Blue	WIONJ
B	Whelen Inner Edge RTX DUO+ Series Super-LED Light Bar	IE38LR8 IWDTRAY8 / IE34UR8 IWDTRAY8
B	Whelen Inner Edge XLP WeCan DUO+ for Interceptor Utility/Sedan	IW34UFX / IW38UFX
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	VTX609C
H	Whelen SA315P Siren Speaker w/SAK58 Bracket	SA315P SAK58
H	Whelen SA315P SPEAKER w/ SAK51 BRACKET (2016 UTILITY)	SA315P SAK51
I	Whelen Control Hand Held Siren	HHS-2200
J	Whelen Micron Lighthouse Surface/Stud Mount Black/Chrome Solid/Split Color Red/Blue/Clear.	MCRN***

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.

2.04 ION™ MOUNTING BRACKET

Whelen mounting bracket Model # IONPEDB shall be provided. The IONPEDB shall have the ability to be installed as a universal pedestal mounting bracket for the ION™ series lights. The bracket will have the ability install a single ION series light. The IONPEDB will consist of a pedestal mount bracket and pedestal mount base. The universal pedestal mounting bracket and base shall be made of a durable polycarbonate with a black finish to protect from extreme environmental conditions. The IONPEDB shall include a mounting kit with mounting hardware. The ION light shall be purchased separately.

Dimensions: H=2.80", W=4.35", D=1.45"

Quality Reference: Whelen WIONB Black.
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, IE38UFX/IWDTRAY8 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 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 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 lighthouse, 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 lighthouse, 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 lighthoods.
- 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 lighthood 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 lighthoods, 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 2011-2018 Chevrolet Caprice, and 2011-2018 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.

072814

Specification G

SPECIFICATIONS FOR A SUPER-LED® HIDEAWAY™

The following specification is for a self-contained Super-LED Hideway 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.

Specification I

SPECIFICATIONS FOR A WHELEN HAND-HELD SIREN

The emergency vehicle lightbar and siren system must be a Whelen Model HHS2200 Siren/Switch Control 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. Items that are assembled or that contain major components manufactured outside of the United States are not acceptable.

1.00 SIREN AMPLIFIER:

- 1.01 The programmable remote siren system shall consist of a hand-held control head with three (3) progressive push button switch and nine (9) non-progressive push button switches, and a combined electronic siren amplifier and relays in (1) module. It utilizes a

small single phone-style connector that plugs into the amplifier/relay module as described as follows.

2.00 CONTROL HEAD:

- 2.01 The hand-held control head shall be supplied with all necessary mounting hardware. The unit shall be no larger than 1.12 inches deep (including slide switch) x 5.3 inches high x 2.25 inches wide (excluding mounting hardware).
- 2.02 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 switch will also produce a “click” sound when pushed On/Off as 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. The hand-held control head must include a microphone with a push-to-talk switch located on the left side of the unit.
- 2.03 Each tactile switch must be backlit in Green, must change color to Red when activated and must provide enough light to allow it to be seen in bright daylight without washing out. Units that are not backlit or which do not change color when activated 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 must be more than (225) legends to choose from. A Windows-based program must allow full custom set-up configuration of each of the twelve buttons to control all lights and siren functions, including the ability to enable or disable functions. Siren/Switch systems that are not completely programmable are not acceptable.

The default setting must be as follows:

The control head shall have three (3) On/Off progressive switches
across the *FIRST* row:

Button 1 activates Outlet 1

Button 2 activates Outlets 1 and 2

Button 3 will activate Outlets 1, 2 and 3, with the option of operating the siren via a dip switch located on the amplifier module

The *SECOND* row shall contain three (3) siren switches:

Button 4 activates the siren’s Hands-Free mode. In this mode, the “wail” tone is activated by the horn ring, or Push Button 5. This will also activate Outlet #9.

Button 5: While Button #4 is active, Button #5 (or the horn ring) will cycle from “wail” to “yelp”. If Button #4 is inactive, Button #5 will generate a tone that ramps up and sustains a specific pitch until the button is released.

Button #6 will activate an airhorn until released.

The siren contains a *THIRD* row of three switches:

Button #7 shall produce a “wail” tone. Pressing *Button #5* will change the tone to “yelp”.
Button #8 will activate radio rebroadcast.
Button #9 will cycle through Outlet 4, 5, 4+5 and deactivates 4+5.

The *FOURTH* row of 3 push buttons operates as follows:

Button 10 activates Output 6
Button 11 activates Output 7, and
Button 12 activates Output 8.

To deactivate all functions, press and hold any button for more than two (2) seconds.

3.00 AMPLIFIER/RELAY MODULE (ARM):

- 3.01 The aluminum housing of the ARM shall have built-in 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 8.082 inches wide x 7.275 inches deep x 2.56 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 16V and shall be reverse-polarity protected to ensure that the unit will not be damaged if polarity is reversed.
- 3.03 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 (via fuse) to avoid damage to the circuitry until the short circuit is removed.
- 3.04 In the *Hands-Free* mode, the siren shall be in a “Stand By” state (*Button #4* activated), awaiting electronic commands. The siren will progressively change from *Wail* to *Yelp* by simply tapping the horn ring only once, each time. This eliminates the need for one-hand driving while fumbling for the siren controls (both hands stay on the wheel, and eyes are on the road at all times).
- 3.05 The ARM shall consist of (2) parts: a Top and a Bottom aluminum housing which fits together in a clamshell design. 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 The unit must be supplied complete with a hand-held control head with a noise-canceling microphone. A 3 ft. coiled cord and a 20 ft. 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.

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. The siren amplifier 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 \$90.00, which includes shipping/handling fee for each unit returned (excluding new or necessary hardware such as lenses, flash tubes, etc.).
- 4.03 The successful bidder must be the manufacturer or an authorized stocking distributor for Whelen Engineering Company, located in the State of West Virginia and stock sufficient quantities of service parts to maintain the needs of the department within forty-eight (48) hours after call. Bids from non-Whelen distributors or from distributors located outside of the State of Kentucky will not be accepted.

Specification J

Whelen Micron series lighthouse

WARNING LIGHT—Surface mount Micron w/ clear lens

Whelen Micron™ Series Super-LED® model # MCRN#R shall be provided. The low profile warning light shall incorporate six Super-LEDs with a clear optic hard coated polycarbonate lens and utilize a TIR reflector for maximum output. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The conformal coated PC board and sealed lens/reflector assembly shall provide additional protection against environmental elements. The solid state warning lights shall be vibration resistant. The self-contained flashing light shall have 25 Scan-Lock™ flash patterns including synchronize feature and steady burn. The MCRNS# will contain a 6" unterminated pigtail. The MCRNS# is compliant with NFPA ASTM/KKK lower red, SAE J845, and SAE J595 requirements. The MCRNS# will meet California Title XIII specifications. The warning light is covered by a five year factory warranty. The horizontal surface mount MCRNS# includes a black mounting flange and hardware. The "#" denotes color combination and will be determined by Lexington, KY Division of Police.

Voltage: +12v

Size: H=0.89", W=4.04", D=0.83"

Amp Draw: 0.6 Amps

Lens Color: Clear

WARNING LIGHT—Surface Mount Micron w/ smoked lens.

Whelen Micron™Series Super-LED® model # **MCRNS#X** shall be provided. The low profile warning light shall incorporate six red Super-LEDs with a smoked optic hard coated polycarbonate lens and utilize a TIR reflector for maximum output. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The conformal coated PC board and sealed lens/reflector assembly shall provide additional protection against environmental elements. The solid state warning lights shall be vibration resistant. The self-contained flashing light shall have 25 Scan-Lock™ flash patterns including synchronize feature and steady burn. The **MCRNS#X** will contain a 6" unterminated pigtail. The warning light is covered by a five year factory warranty. The horizontal surface mount **MCRNS#X** includes a black mounting flange and hardware. The "#" denotes color combination and will be determined by Lexington, KY Division of Police.

Voltage: +12v

Size: H=0.89", W=4.04", D=0.83"

Amp Draw: 0.6 Amps

Lens Color: Smoked

WARNING LIGHT—Stud Mount Micron w/ clear lens

Whelen Micron™Series Super-LED® model # **MCRNT#** shall be provided. The low profile stud mount warning light shall incorporate six Super-LEDs with a clear optic hard coated polycarbonate lens and utilize a TIR reflector for maximum output. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The conformal coated PC board and sealed lens/reflector assembly shall provide additional protection against environmental elements. The solid state warning lights shall be vibration resistant. The self-contained flashing light shall have 25 Scan-Lock™ flash patterns including synchronize feature and steady burn. The **MCRNT#** will contain a 6" unterminated pigtail. The **MCRNTR** is compliant with SAE J845 and SAE J595 requirements. The **MCRNT#** will meet California Title XIII specifications. The warning light is covered by a five year factory warranty. The stud mount **MCRNT#** includes installation hardware. The "#" denotes color combination and will be determined by Lexington, KY Division of Police.

Voltage: +12v

Size: H=0.69", W=3.24", D=0.82"

Amp Draw: 0.6 Amps

Lens Color: Clear

WARNING LIGHT—Stud Mount Micron w/ smoked lens

Whelen Micron™Series Super-LED® model # **MCRNT#X** shall be provided. The low profile stud mount warning light shall incorporate six red Super-LEDs with a smoked optic hard coated polycarbonate lens and utilize a TIR reflector for maximum output. The hard coated lens shall provide extended life/luster protection against UV and chemical stresses. The conformal coated PC board and sealed lens/reflector assembly shall provide additional protection against environmental elements. The solid state warning lights shall be vibration resistant. The self-contained flashing light shall have 25 Scan-Lock™ flash patterns including synchronize feature and steady burn. The **MCRNT#X** will contain a 6" unterminated pigtail. The warning light is covered by a five year factory warranty. The stud mount **MCRNT#X** includes installation

hardware. The “#” denotes color combination and will be determined by Lexington, KY Division of Police.

Voltage: +12v

Size: H=0.69”, W=3.24”, D=0.82”

Amp Draw: 0.6 Amps

Lens Color: Smoked

Pricing

ITEM	WHELEN EQUIPMENT NO SUBSTITUTES	PRICE
1	Whelen Grommel Mount	\$ 3.72
2	Whelen Ion Pedestal Mount	\$ 35.88
3	Whelen ION Series Universal Mount Super-LED Lightheads BLUE	\$ 75.00
4	Whelen ION Series Universal Mount Super-LED Lightheads CLEAR	\$ 75.00
5	Whelen ION Series Universal Mount Super-LED Lightheads Mounling Bracket (1 Pr)	\$ 38.48
6	Whelen ION Series Universal Mount Super-LED Lightheads RED	\$ 75.00
7	Whelen ION Series Universal Mount Super-LED Lightheads Red/Blue Split	\$ 7.00
8	Whelen Inner Edge RTX DUO+ Series Super-LED Light Bar IE30LR8 IWDTRAY8	\$ 781.56
9	Whelen Inner Edge RTX DUO+ Series Super-LED Light Bar IE34UR8 IWDTRAY8	\$ 781.56
10	Whelen Inner Edge XLP WeCan DUO+ Series Super-LED Light Bar IW34UFX	\$ 890.24
11	Whelen Inner Edge XLP WeCan DUO+ Series Super-LED Light Bar IW38UFX	\$ 890.24
12	Whelen Control Hand Held Siren HHS-2200	\$ 260.00
13	Whelen Control Siren System w/ CTL2 Push Button Control Head	\$ 790.77
14	Whelen Legacy Lightbar 54"	\$ 1,758.68
15	Whelen Legacy Lightbar 48"	\$ 1,758.68
16	Whelen Side Kick for Police Interceptor sold in pairs	\$ 262.08
17	Whelen Vertex Hide Away LED Clear	\$ 56.00
18	Whelen Vertex Hide Away LED Red	\$ 56.00
19	Whelen Vertex Hide Away LED Blue	\$ 56.00
20	Whelen SA315P Siren Speaker w/SAK58 Bracket	\$ 129.50
21	Whelen SA315P SPEAKER w/ SAK51 BRACKET (2016 UTILITY)	\$ 129.50
22	Whelen Microns Surface Mount Red Black Flange. MCRNSR	\$ 64.00
23	Whelen Microns Surface Mount Blue Black Flange. MCRNSB	\$ 64.00
24	Whelen Microns Surface Mount Split Color Clear Lens Red/Blue Black Flange. MCRNSJ	\$ 64.00
25	Whelen Microns Surface Mount Split Color Red/Blue Black Flange Smoke Lens. MCRNSJX	\$ 69.00
26	Whelen Microns Stud Mount Red. MCRNTR	\$ 64.00
27	Whelen Microns Stud Mount Blue. MCRNTB	\$ 64.00
28	Whelen Microns Stud Mount Split Color Red Blue. MCRNTJ	\$ 64.00
29	Whelen Microns Stud Mount Red with Smoke Lens. MCRNTRX	\$ 69.00
30	Whelen Microns Stud Mount Blue with Smoke Lens. MCRNTBX	\$ 69.00
31	Whelen Microns Stud Mount Split Color Red/Blue Black Flange Smoke Lens. MCRNTJX	\$ 69.00
32	Whelen Microns Surface Mount Red Chrome Flange. MCRNSCR	\$ 92.04
33	Whelen Microns Surface Mount Blue Chrome Flange. MCRNSCB	\$ 92.04
34	Whelen Microns Surface Mount Split Color Red/Blue Chrome Flange. MCRNSCJ	\$ 94.64

GB8SP3J-PACKAGE

Consist of 48" Whelen DUO Legacy Light Bar, CANWC1 Whelen ConTrol Siren Controller with CANCTL2 Push Button Control Head, SA315P Whelen Siren Speaker, and Siren Speaker Bracket \$2,700.00

GB2SP3J-PACKAGE

Consist of 54" Whelen DUO Legacy Light Bar, CANWC1 Whelen ConTrol Siren Controller with CANCTL2 Push Button Control Head, SA315P Whelen Siren Speaker, and Siren Speaker Bracket \$2,700.00



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 cursive script that reads "Scott Mangan".

Scott Mangan, Corporate Trainer



2017 Distributor Agreement for Whelen
CanTrolSM Siren/Controller Systems

Whelen CanTrol Systems are sold exclusively to only selected local Authorized CanTrol distributors who agree to certain conditions as set forth below

The authorized distributors who sell the CanTrol systems are responsible for the sale, installation, and service of the systems. The authorized distributor must provide installation and/or warranty of their installation that said distributor may offer. The authorized distributor must provide training for the distributor's employees on the installation and programming of such equipment be accomplished by the distributor or by Whelen factory personnel on this system(s). Due to the highly technical nature of these systems, the distributor agrees to the request in writing that they will not subcontract, re-distribute, sell or install these systems through a third party. The distributor's trainees must complete a CanTrol seminar provided by a Whelen factory employee. Trainee(s) must be a regular full-time employee of said distributor who can easily receive additional training on product advances that will routinely enhance their knowledge of new upgrades to Whelen's CanTrol systems. This additional training may be via email, video conference, or other means. The distributor must have sufficient stock to fulfill the warranty of service and replacement parts for any CanTrol issues that may arise.

Certification to distribute and service the Whelen CanTrol systems is a non-transferable, single individual certification. The distributor must successfully completed the Whelen CanTrol training program. If the distributor is unable to complete the program, the distributor's certification certificate becomes null and void at that time. At this point, if the distributor has no other person qualified certified on Whelen CanTrol systems, they must have another employee trained as stated above in order to continue the support of previous sales of the Whelen CanTrol systems and to sell new systems. Under no circumstances will a distributor be authorized to train any end user. The authorized CanTrol distributor must train other employees within their company, however, the employees will not be recognized as a CanTrol distributor.

This Policy places the responsibility for the first call of service inquiry with the authorized Whelen distributor. The distributor must provide prompt service and mandate. If said distributor requires additional assistance, they are to contact the Authorized Whelen Sales Representative. Whelen does not accept responsibility for improper installation or other related problems caused by anyone (including third party sellers or installers) which are in violation of this Policy statement. Whelen does not honor field labor allowances or warranty program. The sale of Whelen CanTrol Siren/Controller systems is subject to the standard Whelen Warranty Terms and Conditions as outlined in Whelen's Warranty Statement in our current price list and amendments thereto. By offering to sell Whelen CanTrol systems, the authorized distributor agrees to become the primary source for prompt service on this system.

I understand my Area Of Coverage (AOC) for selling the CanTrol system is limited to the territory coverage of the Whelen Authorized Distributor. Pricing quotation, product or service outside of their AOC, including advertising, is not permitted. The AOC must be within the territory coverage of their Whelen Authorized Manager, Sales Representative, or Order Entry. Any bids or orders outside of the distributor's AOC, as described above, will be rejected. The authorized Whelen CanTrol distributor agrees to abide by and accept all of the above Policy requirements. Failure to abide by and/or accept any of these Whelen requirements will necessitate the immediate termination of the Whelen distributor's Authorized CanTrol Distributor status.

This agreement is renewable on January 1st of each year upon mutual consent by both Whelen Management and the distributor. COMMUNICATION SYSTEMS INC (the Authorized distributor) may terminate this Agreement with or without cause by providing a 30-day written notice of termination to the other party. Purchase of CanTrol products is required during the term of this agreement. Otherwise, you will be required to attend a refresher training course in order to continue as a CanTrol distributor.

I understand and accept the agreement stated above

Whelen Installing Distributor

Whelen Authorized Manager Sales Representative

Type Name (Title if available)

(NAME)

— 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 faxes 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 comorder@whelen.com or fax to 1-800-245-6925. 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 #28. Email and a toll free order fax-line is provided to assure accuracy of order entry, see item #12.
- (14) An order acknowledgement 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 and Blanket Order Pricing 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, NCNR (special order), green LED products, GTT 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 and Canada (excludes AK & HI). The choice of freight carrier will be at the sole discretion of the Whelen Engineering Company. For UPS Premium Shipments, full 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 oversize package surcharges.
- (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 and Canada 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 11/16/17, REPLACES ALL PREVIOUSLY PUBLISHED DISTRIBUTOR/OEM POLICIES —