

RESOLUTION NO. 11 - 2014

A RESOLUTION ACCEPTING THE BID OF SOUTHEAST AEROSPACE, INC., IN THE AMOUNT OF \$44,000.00, FOR RADIO FOR POLICE HELICOPTER FOR THE DIVISION OF POLICE.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the bid of Southeast Aerospace, Inc., in the amount of \$44,000.00, for Radio for Police Helicopter for the Division of Police, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid, which is attached hereto and incorporated herein by reference.

Section 2 - That an amount, not to exceed the sum of \$44,000.00, be and hereby is approved for payment to Southeast Aerospace, Inc., from account #2603-505501-95601, pursuant to the terms of the bid.

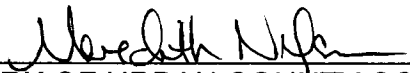
Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: January 30, 2014

MAYOR



ATTEST:


CLERK OF URBAN COUNTY COUNCIL

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**Lexington-Fayette Urban County
Government
Master**

200 E. Main St
Lexington, KY 40507

File Number: 0003-14

File ID: 0003-14	Type: Resolution	Status: Second Reading
Version: 1	Contract #:	In Control: Urban County Council
Division: Central Purchasing	Cost:	File Created: 12/20/2013
File Name: Recommendation for Bid #151-2013 Radio for Police Helicopter		Final Action:

Title: A Resolution accepting the bid of Southeast Aerospace, Inc., in the amount of \$44,000, for Radio for Police Helicopter for the Div. of Police. (4 Bids, Low) [Bastin]

Notes:

Code Sections:	Agenda Date: 01/30/2014
Indexes:	Agenda Number: 2.
Sponsors:	Enactment Date:
Attachments: Southeast Aerospace, 00422120.DOC	Enactment Number:
Deed #:	Hearing Date:
Drafter: Conni Hayes	Effective Date:

Approval History

Version	Date	Approver	Action
1	12/20/2013	Todd Slatin	Approve
1	01/06/2014	Elizabeth McGee	Approve
1	01/07/2014	Sally Hamilton	Approve
1	01/07/2014	Dave Barberie	Approve

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council	01/16/2014					
1	Urban County Council	01/16/2014	Received First Reading	Urban County Council	01/30/2014		
Action Text: Received First Reading to the Urban County Council due back on 1/30/2014							

Text of Legislative File 0003-14

Title

A Resolution accepting the bid of Southeast Aerospace, Inc., in the amount of \$44,000, for Radio for Police Helicopter for the Div. of Police. (4 Bids, Low) [Bastin]

..Summary

[Enter Summary Here]

Lexington Fayette Urban County Government

Bid Recommendation

Division of Central Purchasing

Bid Title: Radio for Police Helicopter

Bid Number: 151-2013 **Buyer:** Conni Hayes

Advertising Date: 11/27/2013 **Opening Date:** 12/11/2013

Number of Bid Submitted: 4 **Recommended Bid Amount:** \$ 44,000

Fixed Bid **Price Contract** **XXX Unit Price Bid** **Contract Included**

Division Requesting/Recommending: Police

Recommended Vendor(s)	Location	Amount
1. Southeast Aerospace Inc.	Melbourne, FL	44,000

XXX Low Responsive Bid *Bidder submitted lowest bid responsive to specifications*

Recommended Bid Amount: \$44,000

Budget/Accounting Information:

Fund	Dept	Sect	Acct	Project	Bud Ref	Amount	Avail
2603505501	5511	95601	POLICE_EQP_2014	2014	\$44,000	\$156,592.61	

Bid Information-Vendors:

Low: Southeast Aerospace Inc. \$ 44,000

Second Low: Precision Aviation Services \$ 44,700

Third Low: Wysong Enterprises \$ 44,753

INVITATION TO BID

Bid Invitation Number: **151-2013**

Date of Issue: **11/27/2013**

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 **12/11/2013**. 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, Rm 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 have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

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

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

Commodity/Service
Radio for Police Helicopter
See specifications.

<p style="text-align: center;"><u>Check One:</u></p> <p><input type="checkbox"/> Bid Specifications Met</p> <p><input checked="" type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p style="text-align: center;"><u>Proposed Delivery:</u></p> <p><u>60</u> days after acceptance of bid.</p>
<p style="text-align: center;"><u>Procurement Card Usage</u></p> <p><input type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?</p> <p><input type="checkbox"/> No</p>	

Submitted by: SOUTHEAST AEROSPACE, INC.

Firm 1399 GENERAL AVIATION DRIVE

Address MELBOURNE, FL 32935

City, State & Zip J. Hicks DIRECTOR OF CONTRACTS

Bid must be signed: JASON HICKS
(original signature) Signature of Authorized Company Representative – Title

Representative's Name (Typed or printed) JASON HICKS

Area Code - Phone - Extension 321-255-9877 x242 Fax # 321-255-9608

E-Mail Address JASON.HICKS@SEAEROSPACE.COM

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

AFFIDAVIT

Comes the Affiant, Jason Hicks, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Jason Hicks and he/she is the individual submitting the bid or is the authorized representative of SOUTHEAST AEROSPACE, 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.

[Signature]

STATE OF Florida

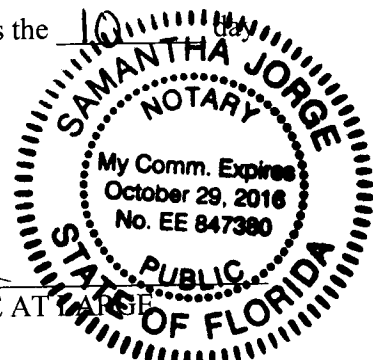
COUNTY OF Brevard

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

by Jason Hicks on this the 10 day of December, 2013.

My Commission expires: 10/09/2016

[Signature]
NOTARY PUBLIC, STATE AT LARGE



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 #151-2013 Radio for Police Helicopter”

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 / cashier's 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 / cashier's 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.

SPECIAL INSTRUCTIONS TO THE BIDDER

(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)

Performance Security: The APPARENT LOW BIDDER shall furnish, before recommendation by the Division of Central Purchasing to the Urban County Council that the BIDDER'S bid be accepted, a Performance Bond, Certified Check or Cashier's Check, payable to the Lexington-Fayette Urban County Government, in the penal sum of 5% of the price of the materials and/or services proposed in the bid.

The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

The certified / cashier's check will be returned when the materials and/or services specified herein have been delivered.

In the event of bidder's failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified / cashier's check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages.

Contracts that are less than \$50,000 will not require a 5% bid security or a performance and payment bond.

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

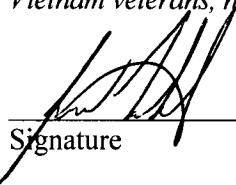
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature

SOUTHEAST AEROSPACE, 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.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or

clarification of the document if allowable by the LFUCG.

11. **Agreement to Bid Terms:** In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. **Cancellation:** LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the

event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature

12-10-13

Date



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

Bid Number: **151-2013**

Date: December 5, 2013

Subject: **Radio for Police Helicopter**

Please address inquiries to:
Conni Hayes @
chayes@lexingtonky.gov

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced:

- 1) The new delivery address is as follows:

Division of Police
Technical Services Unit
2269 Frankfort Court
Lexington, KY 40510-9673

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged. This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: SOUTHEAST AEROSPACE, INC.

ADDRESS: 1399 GENERAL AVIATION DRIVE, MELBOURNE, FL 32935

SIGNATURE OF BIDDER:

Lexington-Fayette Urban County Government
Division of Police
Bid #151-2013 Radio for Police Helicopter

The Lexington-Fayette Urban County Government is accepting bids for the purpose of buying a Radio for the Police Helicopter for the Division of Police, 150 East Main Street, Lexington, Kentucky, 40507, as per the following specifications on the next page of this document.

NOTES TO BIDDERS:

- The LFUCG reserves the right to award this bid by line item, section, or as a whole, and in the best interests of LFUCG.
- The LFUCG/Division of Central Purchasing will not accept multiple bids from one vendor. If a vendor submits multiple bids on items, that vendor will be non-compliant and not be considered.
- All prices must include any shipping and handling charges.
- Please contact Conni Hayes, Division of Central Purchasing (859) 258-3320 or at chayes@lexingtonky.gov or Officer Clifton Grimm at cgrimm@lexingtonky.gov with questions.

Bid #151-2013 Radio for Police Helicopter Specifications

1) Technisonic model TDFM-9000NV w/ (4) Type A Modules and the following options:
(TiL Part No. 101263-2-90-A1D-A44-P90027)

-VHF Radio Module: H97TGD9PW1AN

Options

QA00570 Primary Band VHF (136 to 174 MHz)
QA00573 Secondary band 7/800 MHz
Q806 CAI for P25
H35 Conventional Software

-UHF Radio Module: H97TGD9PW1AN

Options

QA00571 Primary Band UHF Lo (380 to 470 MHz)
QA00576 Secondary band UHF Hi (450 to 520 MHz)
QA00579 Enable Dual Band Operation
Q806 CAI for P25
H35 Conventional Software

-700/800 MHz Radio Module: H97TGD9PW1AN

Options

QA00569 Primary Band 700/800 (764-870 MHz)
QA00574 Secondary band VHF
Q806 CAI for P25
H35 Conventional Software

-700/800 MHz Radio Module: H97TGD9PW1AN

Options

QA00569 Primary Band 700/800 (764-870 MHz)
QA00574 Secondary band VHF
QA00580 TDMA Operation
Q806 CAI for P25
H38 SMARTZONE Trunking
Q381 Astro P25 Trunking
QA01749 Advanced System Key
Q15 AES Encryption with DES, DES-XL and DES-OFB

-NVG (-2) Option

Antennae:

2) Required 800mhz antennae

Software / encryption devices:

- 3) Motorola APX-7000 CPS programming software
 - 4) Any required cables for software programming
 - 5) Key Value Loader (Key fill device) for encryption programming
 - 6) Any required cables for KVL programming
-

Pricing:

ITEM	QUANTITY	UNIT PRICE EACH	TOTAL PRICE
1) Radio with all specified options	1	\$ 39,600. ⁰⁰	\$ 39,600. ⁰⁰
2) Required 800 mhz antennae	1	\$ 2,290. ⁰⁰	\$ 2,290. ⁰⁰
3) Motorola APX-7000 CPS programming software	1	\$ SEE ATTACHMENT "A"	\$ SEE ATTACHMENT "A"
4) Any required cables for software programming	1	\$ 300. ⁰⁰	\$ 300. ⁰⁰
5) Key Value Loader (Key fill device) for encryption programming	1	\$ 330. ⁰⁰	\$ 330. ⁰⁰
6) Any required cables for KVL programming	N/A	\$ N/A	\$ N/A
7) Additional items not specified	IN9000 AV926 C1285	140. ⁰⁰ \$ 570. ⁰⁰ 770. ⁰⁰	140. ⁰⁰ \$ 570. ⁰⁰ 770. ⁰⁰
Total Equipment	1		\$ 44,000. ⁰⁰

SEA *Southeast Aerospace*

December 10, 2013

Conni Hayes
Lexington-Fayette Urban County Government
Division of Police
Technical Services Unit
2269 Frankfort Court
Lexington, KY 40510-9673

ATTACHMENT "A"

Dear Ms. Hayes,

I contacted Motorola about the APX-7000 CPS programming software. Motorola indicated that this is something that must be purchased by the end user directly. Re-sellers/vendors are not authorized to buy and sell this software. Motorola has software registration and intellectual property regulations that prevent this action. You can buy this software through the business solutions portal of Motorola.

Thank you.

Best Regards,



Jason Hicks
Director of Contracts

Southeast Aerospace, Inc.

1399 General Aviation Drive
 Melbourne Intl. Airport
 Melbourne, FL 32935 U.S.A.
 Phone: (321)255-9877 Fax:(321)255-9608 Email: sales@seaerospace.com

Quotation	
Quote #: 326988	# of Items: 7
Page: 1	Quoted By: Jason Hicks

FAA CRS# S66R266N / EASA.145.5352

To: Lexington-Fayette Urban County Government Division of Police Technical Services Unit 2269 Frankfort Court Lexington, KY 40510-9673, USA ATTN: Conni Hayes	Ship To: ATTN: Conni Hayes Lexington-Fayette Urban County Government Division of Police Technical Services Unit 2269 Frankfort Court Lexington, KY 40510-9673, USA
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Quote Date: 12/10/2013	Phone #:	Terms: TBD
Ref #: Bid #151-2013	Fax #:	F.O.B.: Destination

The following is in response to your Request For Quote

Item	Part Number/Model/Description	ECCN	MFR	CD	Qty	Unit Price EA.	Line Amt
1	TDFM9000-P90027NV Transceiver, Airborne, Multi-Band Delivery: 60 Days		Technisonic	NE	1	\$39,600.00	\$39,600.00
2	IN9000 Install Kit, TDFM9000 Delivery: 60 Days		Technisonic	NE	1	\$140.00	\$140.00
3	PC9000 PC Cable Delivery: 60 Days		Technisonic	NE	1	\$300.00	\$300.00
4	KVL9000 Keyloader Delivery: 60 Days		Technisonic	NE	1	\$330.00	\$330.00
5	AV925 Antenna, Tri-band, Comm Delivery: 60 Days		RA Miller	NE	1	\$2,290.00	\$2,290.00
6	AV926 Triplexer Delivery: 60 Days		RA Miller	NE	1	\$570.00	\$570.00
7	CI285 UHF Blade Antenna 400-960 MHZ Delivery: 60 Days		Comant	NE	1	\$770.00	\$770.00

With OEM C of C and FAA Form 8130-3
 1 Year Factory Warranty for Technisonic items.
 3 Year Factory Warranty for RA Miller items.
 3 Year Factory Warranty for Comant Items.

Fed. ID No: 65-0400309
 DUNS Number: 159820190
 Cage Code: 1G9Y1

Standard Conditions

All quotations valid while supplies last. Subject to prior sale.

Unless otherwise noted, quoted equipment does not include installation material such as mounting trays, connectors, or manuals.

\$50 Minimum Order

Please do not pay from this quotation. If you intend to purchase from this quotation, please advise the salesperson and an SEA proforma invoice will be issued.

Sub Total:	\$44,000.00
Misc Charge:	\$.00
Freight:	\$.00
Total:	\$44,000.00

Thank you for your request!

www.seaerospace.com



Lexington-Fayette Urban County
Division of Police
MEMORANDUM
Lexington, Kentucky

DATE OF ISSUE
December 19, 2013

EFFECTIVE DATE

NUMBER
COP:
13-0466

To: Todd Slatin, Director Division of Central Purchasing	SUBJECT: Radio for Police Helicopter Bid # 151-2013
From: Ronnie Bastin Chief of Police	

The bid has been reviewed and we are recommending that Southeast Aerospace, Inc., be awarded the Radio for Police Helicopter bid – Bid #151-2013. Southeast Aerospace, Inc. was the lowest bid.

Thank you for your assistance in this matter.

Ronnie Bastin
Chief of Police

RB/rmh

cc: Clay Mason, Commissioner
Lorie Gambill - FYI

