



Nelson Systems

I N C O R P O R A T E D



NexLog

COMMUNICATIONS RECORDING SOLUTIONS



Prepared For:

Lexington-Fayette Urban County Government

RFP #28-2024 Logging Recorder for E911

Submitted by: Jacob Jiles

The screenshot displays the NexLog software interface. At the top, there are menu options: File, Edit, Tools, Playback, View, Help. Below the menu is a search bar and a 'Filters (1)' button. The main area is a table of call records. The table has columns for Source Name, Channel Name, Start Time, Calltype, Duration, Radio Id, Radio Alias, Caller Id, Location, Cad Incident Id, Cad Incident T..., Note, Protected, Has Note, and Flag. A 'Geo-Display' window is open, showing a map of an area with a red pin. Below the table, there are audio waveforms for 'CO PD Phone 1', 'CO PD Phone 2', 'TG_PD1', and 'TG_PD2'. The interface also includes a calendar for 'APR 2020' and a 'Resources' list on the left side.

Source Name	Channel Name	Start Time	Calltype	Duration	Radio Id	Radio Alias	Caller Id	Location	Cad Incident Id	Cad Incident T...	Note	Protected	Has Note	Flag
NexLog	IU_HU1	2020-04-09 07:03:05-04:00		00:08	3433	B_Favre	6479281753	(39.882324-104.859875)	JOMTV	DOMESTIC	Injuries Reported	Yes	Yes	
NexLog	TG_PD2	2020-04-09 07:03:10-04:00		00:05	3433	B_Favre						No	No	
NexLog	TG_PD2	2020-04-09 07:03:22-04:00		00:01	5678	H_Carson						No	No	
NexLog	TG_PD2	2020-04-09 07:03:39-04:00		00:01	3433	B_Favre						No	No	
NexLog	TG_PD1	2020-04-09 07:03:45-04:00		00:05	3433	B_Favre						No	No	
NexLog	TG_PD1	2020-04-09 07:03:52-04:00		00:09	5968	P_Simms						No	No	
NexLog	TG_PD2	2020-04-09 07:04:05-04:00		00:10	4321	P_Manning						No	No	
NexLog	TG_PD1	2020-04-09 07:04:15-04:00		00:04	5678	H_Carson						No	No	
NexLog	TG_PD1	2020-04-09 07:04:30-04:00		00:08	5554	B_Starr						No	No	
NexLog	TG_PD1	2020-04-09 07:04:55-04:00		00:10	3877	D_Marino						No	No	
NexLog	TG_PD2	2020-04-09 07:04:58-04:00		00:03	9864	B_Elision						No	No	
NexLog	TG_PD1	2020-04-09 07:05:03-04:00		00:05	3435	J_Namath						No	No	
NexLog	TG_PD1	2020-04-09 07:05:10-04:00		00:05	3877	D_Marino						No	No	
NexLog	TG_PD2	2020-04-09 07:05:16-04:00		00:10	5554	B_Starr						No	No	
NexLog	TG_PD2	2020-04-09 07:05:46-04:00		00:13	3433	B_Favre						No	No	
NexLog	TG_PD2	2020-04-09 07:05:47-04:00		00:05	3877	D_Marino						No	No	
NexLog	TG_PD1	2020-04-09 07:05:59-04:00		00:08	3877	D_Marino						No	No	
NexLog	CO PD Phone 2	2020-04-09 07:06:03-04:00		01:14			4165426690	(39.882324-104.955875)	COXTH	CONFIDENTIAL		Yes	No	
NexLog	TG_PD1	2020-04-09 07:06:06-04:00		00:10	9864	B_Elision						No	No	
NexLog	TG_PD1	2020-04-09 07:06:17-04:00		00:10	9864	B_Elision						No	No	
NexLog	TG_PD1	2020-04-09 07:06:38-04:00		00:10	9864	B_Elision						No	No	

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Company Introduction

Eventide was founded in 1971 and headquartered in Little Ferry, NJ, Eventide developed the first digital logging recorder in 1989. Eventide's NexLog Communications Recorders and software are designed to meet the specialized needs of public safety and other mission critical communication users. Thousands of Eventide systems for Public Safety & Security Recording have been installed in over 50 countries for Police Agencies, Fire Departments, Ambulance Services, 9-1-1 Communication Centers, Hospitals, Transportation Networks, Airlines, Air Traffic Control Centers, Utilities, Oil & Gas Facilities, Mining Facilities, Government Agencies, and National Defense. We fully meet our customers' needs for Safety & Security Recording through outstanding system reliability, extensive compatibility with communication systems, and continuous product innovation.

- **30 Years of experience building and supporting Communication Loggers**
- **7,000+ systems deployed around the world**
- **Focused on Mission Critical telephone and radio communication recording**
- **2,600 PSAPs, ATC for 60 countries, US Department of Defense, Manufacturing, Healthcare, Airlines, Airports, Transit, Higher Education, and Research Centers**
- **Designed and manufactured in Little Ferry, NJ**
- **No overseas developers or support personnel.**
- **Member of NENA Next Generation 911 Committee**

Nelson Systems, Inc. (NSI) has been in business since 1989 and is Eventide's largest support partner in the US. Based in Springfield, IL, we have sold and supported hundreds of Eventide deployments throughout the US. We specialize in mission critical voice and data applications. Centralized call tracking, Remote monitoring, guaranteed response times, and 24-hour support have been standards at NSI since 1989. We owe our success over the last 30 years to the mutually rewarding partnerships formed with our customers, suppliers, and employees. We are proud to say that as of 2024, Nelson Systems is the Recording vendor of choice for over 550 emergency call-taking facilities throughout the Central United States. Our staff has extensive knowledge and experience working on P25 deployments and various other installations that require complex third-party integrations.

Company name and address.

- Nelson Systems Incorporated
- 536 Bruns Lane - Unit 3, Springfield IL 62702

Company location.

- We are Headquartered in Springfield Illinois with service technicians located strategically throughout our covered geographical area.

Company web page.

- www.nelsonsystems.com

Company sales representative name, phone, and email.

- Jacob Jiles, (309)307-7105, jjiles@nelsonsystems.com

Is Nelson Systems a public or private company?

- Nelson Systems is a Privately owned company.

How many years has the company been in business?

- Nelson Systems has been operating since 1989.

Has Nelson Systems ever been terminated from a project prior to its completion, or been involved in legal proceedings because of services rendered?

- No

What sets Nelson Systems apart from other service providers in our ability to provide a long-term, stable solution?

- Nelson Systems, Inc. has been in business since 1989 and specializes in mission critical recorders. Unlike many other solution providers, recording is all we do, and we take our obligation to provide an easy to use extremely stable solution seriously.
- Eventide Inc has certified Nelson Systems, as a fully authorized and supported Eventide Factory trained sales and service center. We are the only company in the Midwest to earn this certification. We have also earned the Eventide Top Dealer certification, which is the highest awarded by Eventide.

- Nelson Systems has a direct line of communication with Eventide. We receive access to new products, features, and training months before it is released to end users / noncertified Eventide dealers/ service providers.
- Nelson Systems, Inc. is the only Manufacturer backed Eventide dealer and support provider actively working in the region where these proposed solutions are to be installed.
- Nelson Systems, Inc. has decades of experience and training with Eventide. Our Factory trained personnel can quickly identify and solve problems without any guesswork. We offer a level of service that cannot be matched by any other dealer operating within the region.

How many implementations does Nelson Systems have?

- We have over 500 systems in active production across the Midwest, with several new installs taking place every week.

What Sets Eventide apart as a superior Logging Manufacturer and developer?

- Eventide was founded in 1971 and invented the first digital logging recorder on the market in 1989. With many generations of recorders under their belt and entire government agencies standardized on them, they are regarded as the premier manufacturer for mission critical recording systems.
- Eventide leads the United States market with over 50% of all 9-1-1 PSAP's in America operating their equipment.

What Sets the Eventide DX-Series product line apart from other logging solutions on the marker?

- The NexLog DX-Series of IP-based communications recording solutions are specifically designed for Mission Critical 24/7 operation in dispatch, emergency call-taking, air traffic management, and other important communications environments.
- Eventide provides more 3rd party Integrations than any other logging manufacturer.
- Eventide is the only manufacturer utilizing Linux as their OS for mission-critical applications.

END OF SECTION



Executive Summary

Nelson Systems and AMK Services are pleased to propose to LFUCG a new redundant full-featured geo-diverse NG911 recording solution. This proposal reflects the experienced technical team of Nelson Systems and AMK Services. With decades of combined experience, our two organizations are highly optimized to meet the growing demands of a fully configured next generation enabled 9-1-1 center.

AMK Services has come on board with Nelson Systems in an effort to supply additional after-sales service and support to the local users of this proposed system. AMK Services is a well-known and trusted dealer and support provider of L3Hariss and TAIT Communications products. With a local office in Lexington Kentucky operating as a service center, AMK Services is uniquely positioned to offer an exceptional level of after sales service and support for your new Eventide recording systems.

The proposed NexLog740 DX-Series solution in this response meets and exceeds the minimum requirements stated in the Sealed Bid request. Nelson Systems and AMK Services are proposing a redundant 2 logger geo-diverse recording solution.

The proposed NexLog740 DX-Series solution is a flagship product from Eventide. The NexLog DX-Series family of products is built on a Debian 11 Linux kernel that has been stripped down to use only the portions of the kernel needed for the capture, storage, and replay of audio and related metadata. Eventide customers are not asked to purchase new versions of the operating system every X number of years nor to continually patch the system. Additionally, all Eventide products are completely “next gen” compliant, adhering to all present NENA i3 standards.

END OF SECTION



Nelson Systems Personnel

Tad Johnson - NSI	
Job Title:	Project Manager / Service Manager
# of years in current position:	23
Certifications & Licenses:	Microsoft Certified Professional, A+, Eventide Certified
Training & Memberships	Extensive project management, customer service, and technical training
Key Work Experience	Dates
20+ years' experience working with customers as small as a single individual to international companies with tens of thousands of employees. Two decades of experience installing, supporting, and managing recording systems in mission critical environments, many of which utilized P25 integrated systems.	1999-Current

Brian Brammeier - NSI	
Job Title:	Trainer / Field Technician
# of years in current position:	16
Certifications & Licenses:	Microsoft Certified Professional, A+, Eventide certified
Training & Memberships	Extensive project management, customer service, and technical training
Key Work Experience	Dates
15+ years' experience working with customers as small as a single individual to international companies with tens of thousands of employees. More than a decade of experience installing, supporting, training, and managing recording systems in mission-critical environments.	2006-Current

J. Luis Rawe - NSI	
Job Title:	Field Technician
# of years in current position:	15
Certifications & Licenses:	Eventide Certified
Training & Memberships	Extensive project management, customer service, and technical training
Key Work Experience	Dates
10+ years' experience working with customers as small as a single individual to international companies with tens of thousands of employees. More than a decade of experience installing, supporting, training, and managing recording systems in mission critical environments.	2007-Current

Jacob Jiles - NSI	
Job Title:	Account Manager
# of years in current position:	3.5
Certifications & Licenses:	Eventide certified
Training & Memberships	Information Systems degree with formal training in project management and public speaking
Key Work Experience	Dates
3 years' experience working as a Cisco VoIP Analyst for a fortune 500 company.	2016-2018
Secured and expanded a Statewide contract for Illinois Law enforcement interview recording	2018- current

AMK Services Personnel



ROBERT SWANIGAN

REGIONAL SERVICE MANAGER

EMPLOYER

AMK SERVICES
2020 - present

GEORGETOWN, KY POLICE DEPT
1990 - 2020

SKILLS

Radio System Management
IT Infrastructure Management
IT Systems Administration
Law Enforcement
Staff Management

CONTACT

 2464 Palumbo Dr
Lexington, KY 40509

 swaniganr@amk-services.com

EDUCATION

Graduate of the 251st session of
the FBI National Academy - 2012
ACE - (Access Data Certified
Examiner) 2010 - 2015

WORK EXPERIENCE

Regional Service Manager | AMK Services

Responsible for handling service solutions and monitoring the staff's performance in providing the highest quality services for customers within their designated areas.

Assistant Chief of Police and Captain | Georgetown, KY Police Dept

Responsible for all aspects of the patrol function including the response of officers to over 34,000 calls for service per year. This position included the supervision of 3 Lieutenants, 7 Sergeants, and 33 Officers. Responsible for all internal investigations for the Georgetown Police Department. Review all Use of Force Reports and citizen complaints against police officers. Conduct administrative investigations of police conduct. Accountable for all aspects of initial response and investigation to all crimes and traffic activities within our jurisdiction. Responsible for patrol section and the following specialized units: Traffic Unit, Bike Patrol, Canine, Special Response Team, Alcohol Compliance/Education Section, School Resource Officer, Crisis Intervention Team, Code Enforcement, Drug Court, Honor Guard, Citizens Police Academy and Community Services Section. Responsible for staffing patrol personnel, all special events, parades, festivals, and community events.

Captain | Georgetown, KY Police Dept

Same essential duties and responsibilities as Assistant Chief position above.

Lieutenant | Georgetown, KY Police Dept

Responsible for two patrol squads and all patrol functions. Supervised 2 Sergeants and 12 Officers. Responsible for all Information Technology in the police department which included over 100 mobile data terminals and over 30 workstations.

Sergeant | Georgetown, KY Police Dept

Responsible for all first line supervision for a patrol squad of officers. Evaluated reports and coordinated with officers to gather all information on cases. Conducted interviews with all eyewitnesses and suspects to efficiently resolve cases.



JOHN COOKSEY

SYSTEM/LEAD TECHNICIAN

EMPLOYER

AMK SERVICES
2021 - present


ABCO SECURITY
2019 - 2021

MADISON COUNTY SCHOOLS
2018 - 2019

SKILLS

Network Auditing
Network & Computer Hardening
Low Voltage Systems
Network Traffic Analysis
TCP/IP and OSI
PLCs & Constructing Programs
Operating Systems
LAN
Network Support & Firewalls

CONTACT

 2464 Palumbo Dr
Lexington, KY 40509

 cookseyj@amk-services.com

EDUCATION

Eastern Kentucky University
BA Network Security & Electronics
Class of 2019

WORK EXPERIENCE

AMK Services Project Experience

Madison County Youth Center, IN - Designed and installed large camera system.

DOE Paducah, KY - Programmed and installed radios, Installed new L3Harris radio site.

Large Energy Company - Performed pre-scale mobile installs.

Northern Kentucky University - Dispatch console move, installed new combiner and antennas.

East Kentucky Power Cooperative - Programmed and installed radios, Troubleshooting system wide interference issues.

Louisville Gas & Electric/KU, KY - Programmed and installed radios.

Other Energy Company and Public Safety Projects - L3Harris and Tait radio programming, Setup, programming, and installation of a Tait DMR radio site, Programming of L3Harris Master V equipment, Radio site Grounding, Interop radio setup, Antenna installs, BDA Installs, DAQ testing, Installation of network and RF cabling.

Abco Security | Install Technician

- Install and program access control systems in commercial settings
- using services and hardware from RBH and Infinias
- Install wireless mesh networks in hospitals for mobile cameras
- Install IP cameras in commercial settings with several different network architectures
- Improve systems by extending the network wirelessly to remote locations using Ubiquiti products
- Install hardware using knowledge of low voltage electronics and network architecture to improve functionality
- Install cabling in commercial settings
- Trained in fiber splicing

Madison County Schools | Technology Intern

- Supported thousands of PCs, phones, projectors, printers, and other related hardware across 22 schools
- Installed access points, UPSs, and managed network related issues
- Improved organization of computer hardware/software
- deployment via Active Directory
- Tested and programmed network switches within schools

References

Nelson Systems has customers all throughout the Midwest ranging from PSAP's servicing populations of 1 million + all the way down to small secondary PSAP's servicing populations of less than 10,000.

(A full customer list can be provided upon request).

1. Henderson County 911 – Kentucky

- a. Install: 2022
- b. Configuration Notes:
 - i. Motorola P25
 - ii. NG911 bundle
 - iii. RapidSOS
 - iv. Enhanced Reporting Software
 - v. Quality Assurance
- c. Contact: Jordan Webb
 - i. Jawebb@cityofhendersonky.org

2. Illinois Tollway Authority – Illinois

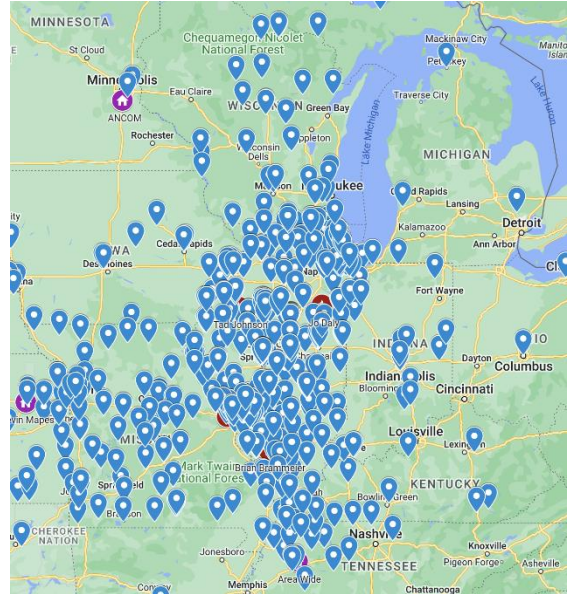
- a. Install: 2023
- b. Configuration Notes:
 - i. Geo-Redundant
 - ii. Motorola P25
 - iii. NG911 Bundle
- c. Contact: Craig Lundt
 - i. CLundt@getipass.com

3. Ballard County 911 / Ballard County Detention Center - Kentucky

- a. Install: 2015
- b. Configuration Notes:
 - i. VHF Analog radio
- c. Contact: Captain Quimby
 - i. BallardCD@ky.gov

4. Fort Knox- Kentucky

- a. Install: 2018
- b. Configuration Notes:
 - i. VHF Analog recorder
- c. Contact: N/A



Nelson Systems is the largest Eventide service provider in the Midwest Pictured above is an overview of our current 9-1-1 recording customers.

5. Livingston County 911 – Kentucky

- a. Install: 2020
- b. Configuration Notes:
 - i. VESTA NG911
- c. Contact: Amy Padon
 - i. apadon@livingstonco.ky.gov

6. Calloway Count- Kentucky

- a. Install:2023
- b. Configuration Notes:
 - i. VHF Analog radio
 - ii. Eventide Pack&Go Export tool
- c. Contact: Nathan Baird
 - i. n.baird@callkyso.com

7. DuPage County – Illinois

- a. Install: 2023
- b. Configuration Notes:
 - i. Geo-Redundant
 - ii. Motorola P25
 - iii. Dedicated Screen Recording Recorders
 - iv. NG911 Bundle
 - v. CAD Integration
- c. Contact: Matthew Theusch
 - i. matthew.theusch@dupageco.org

8. McHenry County – Illinois

- a. Install: 2023
- b. Configuration Notes:
 - i. Motorola P25
 - ii. Speech-to-text transcription
 - iii. NG911 bundle
 - iv. RapidSOS
 - v. Enhanced Reporting Software
 - vi. Screen Recording
- c. Contact: Don Burr (SEECOM) / Tiki Schulte (ETSB)
 - i. Dburr@seecom911.org
 - ii. tkcarloso@mchenrycountyil.gov

AMK Project References

Madison County, KY — Designed, Engineered, and Installed an 8-Site P25 Phase II Simulcast MASTR V, 8-Channel 800 MHz System, with a 2-Site 4-Channel Multisite 800 MHz System, HA NSC, 12 Symphony consoles, Eventide NexLog logging recorder and Nokia 9500 MPR Microwave Ring backhaul.

- **Contact Information will be provided upon request**

East Kentucky Power Cooperative — Designed, Engineered, and Installed a 28-Site DMR Tier 3, 3-Channel UHF System, with 13 Avtec Scout Dispatch Consoles supporting approximately 500 users. Radios consist of Tait TP9500 portables and TM9300 mobiles.

- **Contact Information will be provided upon request**

DOE, Mercury, Nevada — Engineered and Installed a 9-Site P25 Phase II Simulcast MASTR V, 10-Channel UHF System with Geo located NSC and Symphony Consoles.

- **Contact Information will be provided upon request**

Franklin County, OH Dept. of Homeland Security — Provided L3Harris XL-200P Portables for use on the Ohio MARCS Radio Network.

- **Contact Information will be provided upon request**

Georgetown/Scott County, KY — Designed, Engineered, and Installed a 6-Site P25 Phase II Simulcast MASTR V, 10-Channel 800 MHz System, HA NSC with Symphony Nokia Ring Microwave backhaul consoles.

- **Contact Information will be provided upon request**

Vanderburgh County, IN — Designed, Engineered, and Installed a 3-Site P25 Phase II Simulcast MASTR V, 10-Channel 800 MHz System, HA NSC with Symphony Consoles.

- **Contact Information will be provided upon request**

END OF SECTION

Response to Specification

The following list represents the minimum functionality, performance, and quality requirements that shall be included in the logging recorder system. The list is not necessarily totally inclusive of all requirements since the supplier may offer additional functionality in its standard logging recorder offering. The following section briefly defines the required functionality, performance, and quality of the specific requirements in this list:

- High quality, reliability, and availability to meet 24/7/365 continuous duty public safety dispatch standards (e.g. redundant power supplies, redundant processors, etc.)
 - COMPLY
- Meets or exceeds all FCC, EIA/TIA, IEEE, NFPA and APCO standards
 - COMPLY
- Conform to local PSTN requirements as necessary
 - COMPLY
- Redundant and fault-tolerant configuration/network server(s) with mirrored databases
 - COMPLY
- Capability for any combination of client workstations to access the logging recorder simultaneously for real-time monitoring or historical playback
 - COMPLY
- Access workstations capable of running Microsoft Windows-based operating system and archiving to CD-R/W or DVD-R/W
 - COMPLY
- Multiple search and playback techniques: console position, subscriber/console unit ID and/or alias, emergency call, Talkgroup, multigroup/announcement group, individual call, telephone interconnect call, encrypted call (as required), time/date, call length, channel resource, site resource, ANI/ALI data, annotations, etc.
 - COMPLY
- Capability to package a group of independent, specific calls into a consolidated call sequence for documenting/describing a situation or event
 - COMPLY
- Capability to activate data compression to maximize data storage
 - COMPLY
- System notification to user and network administrator that storage threshold close to being exceeded to prompt permanent archiving
 - COMPLY

- FIFO overwrite when storage threshold exceeded
 - COMPLY
- VOX-activation and/or ability to set audio level threshold for recorder activation to tailor recording style per channel/track
 - COMPLY
- Redundant 120 VAC/60 Hz power supplies for all common and core equipment
 - COMPLY
- Synchronized to master system clock
 - COMPLY
- Capable of logging any combination of system talkgroups and conventional resources
 - COMPLY
- Capability to annotate specific calls and/or call sequences using free text
 - COMPLY
- Capability to search based on call annotations for specific calls and/or call sequences
 - COMPLY
- Capability to add audible time/date stamping using a pre-recorded voice watermark
 - COMPLY
- User-friendly, field-reconfigurable independent GUI interface(s) for each lookup/playback position
 - COMPLY
- Password-protectable lookup/playback positions with comprehensive event log to note specific authorized user time/date usage
 - COMPLY
- Full interoperability between IP-based, digital trunked and conventional subsystems.
 - COMPLY
- Ability to encrypt/decrypt audio packets utilizing AES encryption
 - COMPLY
- Ability to search logged audio based on SUID/Talkgroup/Position
 - COMPLY
- Ability to stream audio (on a delay if desired) to an external source (i.e. web)
 - COMPLY
- Full audit log of user interactions with logger
 - COMPLY

- Instant Recall Recorder capability at all logged dispatch positions
 - **COMPLY**
- Capability to redact data necessary to respond to FOIA requests
 - **COMPLY**
- Ability to save any combination of logged data to evidence.com
 - **COMPLY**
- Single Sign On via SAML, ADFS, or equivalent claims-based provider
 - **COMPLY**
- Ability to download real-time event playback captured from multiple sources into a single playback stream
 - **COMPLY**

Logging Recorder Optional Features

The Proposer shall provide a detailed list and explanation of optional features for the logging recorder subsystem that can be supplied for review and understanding.

- **COMPLY**

Detailed Cutover Plan

A detailed transition and cutover plan is required thirty days after the start of the contract.

Proposer's Responsibilities:

-Proposer will present a cutover plan for the LFUCG's approval.

-Plan shall cover proposed cutover timeline.

-Plan shall include LFUCG's requirement for accessing their existing logging recorder for at least 90 days. Both existing and the proposed new logging recorder(s) will be operating in parallel during this window.

-Plan shall cover procedures, Dispatch center/workstation migration, and fall-back plan.

- **COMPLY** – Read and Understood

LFUCG Responsibilities:

-Attend cutover meeting and approve the cutover plan.

- **COMPLY** – Read and Understood

Installation and Maintenance Manuals

The installation and maintenance manuals shall be clearly written and illustrated to instruct a radio technician skilled in the trade to unpack, assemble, and interconnect the various system components to prepare the system for operation. All base station site/console interconnect wiring, console and auxiliary function wiring shall be customized and included as part of this manual and its attachments.

The maintenance manual shall be written and illustrated such that a radio technician skilled in the trade can service any portion of the system to the component level, if desired. The manual shall include the theory of design for each unit, a schematic diagram of each assembly, assembly drawings of each circuit board, detailed part numbers where applicable, the description of each component used and the name and part number of the original component manufacturer to facilitate locating parts locally. The manual and its attachments shall include complete system configuration data, programming data, and customized as-built drawings. Where applicable, such information also shall be supplied for any items furnished as part of the system but not manufactured by the Proposer. A quantity of three (3) installation/maintenance manuals shall be furnished in complete, bound paper format and three (3) in CD-ROM electronic format. These instruction books shall be available in a *.PDF (Portable Document Format) format to be read with the Adobe Acrobat Reader software. There shall be no restrictions or licensing requirements for information provided as reference or used for training purposes.

The logging recorder manufacturer (if other than the Proposer) shall maintain a complete set of original, customized LFUCG reference documentation for the system, to be supplied upon request as individual replacement sheets or complete replacement manuals. The manufacturer shall certify that this support will be available.

Prior to system acceptance and subject to field review, the Proposer shall provide customized "As-Built" drawings for the logging recorder subsystem equipment supplied in response to this specification. Three (3) sets of documents with reproducible drawings shall be supplied. There (3) CD-ROM copies shall be supplied with all as-built files provided in both original file format (e.g., MS-Word, Excel, Visio, AutoCAD, etc.) and in *.PDF format (Portable Document Format). There shall be no restrictions or licensing requirements for information provided as reference or used for training.

- **COMPLY**– Read and Understood

Operational, Technical and User Training

The Proposer shall fully describe all proposed and available training courses. This shall include, at a minimum, classroom style instruction, operational style classes, a detailed training plan, description of available training material, resume of potential course instructors and a customer reference list of trained personnel (to include: names, telephone numbers, company, and system description).

The Proposer shall train LFUCG employees, LFUCG contractors, and LFUCG designees. The training shall include Logging recorder configuration and management. The Proposer shall permit videotaping of training sessions for use within the LFUCG for re-fresher training. All written and

Nelson Systems Inc. Response to Proposal #28-2024 Logging Recorder for E911
presentation training materials shall become property of LFUCG.

- COMPLY

Field Acceptance Testing

At the time that all equipment and subsystems are functioning as designed in the field, LFUCG shall inspect and witness the testing of the equipment as it is field-installed, cabled, tested, and burned-in per the agreed-upon field acceptance ATP. If the field ATP fails to meet LFUCG's expectations, another date for re-testing and customer witness shall be set to repeat the event solely at the Proposer's expense which includes all logistical costs to reproduce the field ATP. The LFUCG's team and system Proposer's representatives shall conduct these acceptance tests and inspections as defined.

The results of the tests and the associated punch list of outstanding items to be completed or re-tested shall be signed by both parties and forwarded to the LFUCG for review and acceptance. The outstanding items shall be resolved within seven (7) business days and these items shall be re-tested at no additional expense to the LFUCG. If the outstanding items influence other previously performed tests, then re-testing of those tests also shall be included. Final acceptance of each individual subsystem shall include, but not be limited to, the list of tests and inspections contained in the following sections.

The acceptance testing for all systems shall consist of a series of tests, inspections, and verifications that demonstrate the functionality of the system provided and as specified in this document. The ATP shall cover all field testing procedures and those inspections that shall be made in order to show Proposer compliance to the solicitation specifications as well as define each and every required subsystem interface.

All system equipment that comprises the proposed network shall be configured and installed in a manner conducive of testing hardware and software prior to beginning the field ATP. All optimization procedures shall be executed prior to conducting the field ATP and the final as-built documentation shall be complete and ready for LFUCG review.

- COMPLY

Warranty Maintenance and System Support

The Proposer guarantees that all equipment supplied pursuant to this solicitation will be new and of first quality throughout. The Proposer shall warrant that the System shall be free of Errors and Bugs. The system warranty shall commence on the day that the LFUCG grants final system acceptance. The Vendor shall provide the Services specified in Maintenance.

All items (material and labor) shall be warranted for a minimum of one (1) year after the date of final system acceptance, unless otherwise specified in the specification. This warranty shall include repair or advanced replacement of any defective equipment, system, subsystem, hardware and/or software which becomes defective through normal wear and usage or is deemed as such between the LFUCG and the Proposer.

When parts under warranty are replaced, the LFUCG requires that the replacement part also be

new and not factory refurbished. The Proposer shall fully integrate and test all spare parts prior to final system acceptance. No replacement parts shall be integrated that provide less functionality or diminished capacity than the original equipment to be replaced. A new twelve-month warranty period should begin when a new part is installed as a replacement to a defective part under warranty. All warranty and maintenance issues shall be tracked by the Proposer and its service organization using an electronic database that the LFUCG can query at any time.

Proposer support is defined as the ability of the Proposer to remedy to LFUCG satisfaction any hardware and/or software problem with any equipment and services provided as part of this offering. Proposer support shall take the form of a 24x7x365 technical support hotline, two-hour on-site response time, advanced board replacement, product engineering, field service technicians, and field engineering.

Proposer support also requires the Proposer to be able to provide new and/or equivalent spare/replacement hardware and software equipment for the proposed offering for not less than four(4)years from the date of final system acceptance. Equivalent spare/replacement hardware and software provided during the entire support timeframe shall not necessitate any platform upgrade or subsystem reconfiguration.

- **COMPLY**

System Software and Hardware Warranty

The equipment supplied pursuant to this solicitation and any subsequent agreement is warranted by the Proposer to be free from defects in materials, workmanship and otherwise for one year from final acceptance of the proposed system unless otherwise provided in this solicitation and any subsequent agreement.

The Proposer shall warrant that the system and each component of the system shall perform in strict accordance with the requirements of this solicitation and any subsequent agreement and shall be completely free of system defects, including latent defects for at least one year after the date of final system acceptance. Unless otherwise provided herein, all equipment shall be warranted for a period of one year after the date of final system acceptance. The warranty period for non-Proposer manufactured equipment is as specified by its manufacturer, but not less than one year after the date of final system acceptance. The Proposer maintains sole responsibility for settling and coordinating all warranty issues with OEM Proposers on behalf of LFUCG throughout the entire warranty and maintenance period.

The proposed system release/platform being offered shall not be the last of its type or version regarding future software and hardware compatibility. The next software release compatible with the system shall not require new hardware to support the existing functions of the system. If parallel system software development has been undertaken by the Proposer, and the software release in LFUCG's system is abandoned (no further development or support) or obsoleted, the Proposer shall completely upgrade LFUCG's system to the surviving software release at no expense to LFUCG.

At no additional cost to LFUCG, the Proposer shall provide and completely integrate all hardware, firmware, software releases or patches that are required to correct any latent functionality or software defect that may exist in the proposed system (including system failures resulting from software problems, functionality fixes, and software upgrades to LFUCG's system), for a four (4) year period from the date of final system acceptance. This responsibility is to include any upgrades to fixed network

equipment, and system management systems. For the life of the contract and the contract maintenance period, the Proposer shall provide, at a minimum, the opportunity to refresh software for all system equipment on a semi-annual basis to take advantage of enhancements and defect resolutions.

In the event a defect is found in another customer or field system that utilizes the same or similar release as LFUCG's system, the Proposer shall notify and advise LFUCG of the defect and when a new hardware, firmware, software release or patch will be available to correct the problem. At such time, LFUCG shall decide whether it will require an upgrade prior to observing the defect. Notification should occur regardless of whether LFUCG is currently affected by this defect. The Proposer shall be responsible for providing monthly product quality bulletins for all Proposer and OEM equipment and software contained in the proposed network in electronic fashion to LFUCG Project Manager and System Manager during the course of system implementation and the entirety of the warranty and contract maintenance phases.

The software release in LFUCG's system at the time of final system acceptance shall be the latest version available at the time of shipment from the Proposer's development and manufacturing facility. The Proposer assumes responsibility for all equipment and services to implement the latest system equipment software versions prior to final system acceptance. Under all warranties provided, all parts shall be replaced free of charge including labor. The Proposer may replace equipment, software, or components rather than repair them, at the Proposer's option.

Whenever defective work (and damage resulting from such a remedy) has been corrected, removed, or replaced under warranty, the warranty period with respect to such defective work shall be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

- **COMPLY**

Equipment Support

The Proposer shall warrant support in the form of replacement parts for all system hardware and software equipment for four (4) years from the last date of manufacture of the product. The Proposer shall use commercially reasonable efforts to identify and to obtain replacement parts to meet or exceed LFUCG's specific maintainability requirements. The Proposer shall electronically issue all product cancellation notices to LFUCG Project Manager and System Manager throughout the entire system implementation and maintenance periods. The Proposer shall provide product cancellation notices within two weeks of the official announcement. These cancellation notices serve the basis for the four

(4) year support guarantee. The Proposer is responsible throughout the project implementation and contract maintenance period for remedying and re-designing, at no cost to LFUCG, any system design affected by the cancellation of equipment or software which reduces the four (4) year product support guarantee. Prior to final system acceptance, no equipment or software shall be included with the system offering that has been identified or announced for cancellation.

- **COMPLY**

Spare Parts Inventory

The cost of replacement parts shall be quoted as part of the Proposer's proposal. Parts pricing shall be in the form of a standard discount from the OEM or Proposer's list price equivalent to those provided to

dealers or Proposer-authorized service shops. This discount level shall be part of the attached pricing sheets. The Proposer also shall provide a comprehensive pricing matrix or book defining the OEM and Proposer list prices for all relevant hardware and software for the proposed system platform. This comprehensive pricing matrix shall serve as the definitive ordering guide for all future system equipment purchases. The parts pricing level shall remain intact for a period not less than four years following final system acceptance.

Spare parts required for this system shall include sufficient parts, modules and components to restore the system to full redundancy during a system or subsystem failure. The Proposer shall fully integrate and test all spare parts prior to final system acceptance. When not specifically addressed in this specification, the Proposer shall recommend and price accordingly the spares necessary to maintain the required availability levels for the various subsystems.

- **COMPLY**

Warranty Maintenance Performance Levels

The Proposer shall provide all labor, parts, tools, and test equipment required for the maintenance of the system through the warranty period and any extensions thereof covered by a contracted maintenance agreement. The Proposer shall provide a recommended system management plan (personnel and location) to ensure operational efficiency, monitoring, and control. The Proposer also shall provide information regarding key personnel; training/specialization; number of personnel; equipment required for analysis and troubleshooting; optimization; and schedules for preventive maintenance.

The Proposer shall propose a yearly maintenance program for 3 years and to commence after the conclusion of the system warranty period. This maintenance plan shall include parts and labor; 24/7/365 infrastructure support; 2-hour response for Critical issues; 24-hour response for High Priority issues.

- **COMPLY**

Severity Level, Problem Types

Critical - Response is provided continuously - Major System failure - Issues and problems that jeopardize or degrade any part of the System. - This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.

High Priority – Initial response during same standard business day - Significant System Impairment not to exceed 33% of system down - System problems presently being monitored - This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective

Non-critical - Intermittent system issues - Information questions - Upgrades/Preventative maintenance - This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue,

including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Proposals shall provide a complete description of the intended preventive maintenance methodology and shall specify the frequency of preventive maintenance required for all proposed equipment and systems. Preventive maintenance shall be performed according to a schedule that is mutually acceptable to LFUCG and the Proposer. The Proposer shall include in its proposal an example of an actual, completed preventive maintenance regimen representative of what will be provided with the proposed system and corresponding maintenance phases. The schedule shall be consistent with the operation requirements of LFUCG and shall be based upon the specific needs of the equipment being maintained.

The Proposer shall include in its proposal a description of any remote administration and maintenance service arrangements that will be provided with the proposed system. The qualifications and individual resumes (noting years of experience, training, schooling/degree, customer references, etc.) of all proposed maintenance service provider staff shall be provided in the Proposer's proposal response. All service providers may be required to submit to routine background investigations conducted by LFUCG to ensure system integrity in concert with security policies and initiatives. In the pricing response, the Proposer shall quote the annual costs for comprehensive, turnkey system maintenance for all proposed equipment for a period of three (3) years following final system acceptance noting all available discounts, incentives, and economies of scale. The Proposer also shall include a standard contractual service agreement and associate comprehensive, detailed statement of work with the maintenance quotation.

- **COMPLY**– Read and Understood

Maintenance Documentation

The Proposer shall furnish to LFUCG enough equipment and maintenance manuals and customized system drawings of commercial standard with sufficient information included therein so that an average technician or engineer with basic electronic knowledge and experience, but unfamiliar with the system, will be able to define its operations and perform corrective and preventive maintenance. The manuals shall note in detail any special circuitry, special wiring, special interfacing, special tools/instruments and custom or non-standard procedures required to operate, maintain, and install any of the equipment furnished under this solicitation and any resulting agreement. All documentation shall be specifically applicable and customized to the system, except documentation for standard issue equipment which may be standard issue documentation. The Proposer shall warrant that any inability of County or subcontracted technicians or engineers to perform corrective and preventive maintenance on the scheme caused in whole or in part by the Proposer's failure to provide accurate or sufficient information in provided manuals will cause the Proposer to be liable for damage if such failure results in damage to or interruption of the system.

- **COMPLY**

Scoring Criteria

- 1.Specialized experienced and technical competence of the person or firm with the type of service required. 25 Points
- 2.Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 20 Points
- 3.Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling. 10 Points
- 4.Familiarity with the details of the project. 25 Points
- 5.Degree of local employment to be provided by the person or firm. 5 Points
- 6.Estimated Cost of Services. 15 Points

- **COMPLY**

END OF SECTION

Training Plan Overview

In this Section I will describe our approach and capacity to train new clients to use and support our proposed solution. I will explain the skills and background necessary for functional staff and system administrators to maintain and support the system. I will Explain what training Nelson Systems would provide to the functional staff and system administrators. Lastly, I will explain our recommended training approach for end user training.

- At Nelson systems we provide onsite or virtual training via Cisco WebEx. We take pride in being able to offer one on one training to our customers. After a Nelson Systems Technician completes the equipment installation, a Nelson Systems Training specialist will begin arranging training for all functional and administrative staff. We will tailor the training to each individual use case. Our goal is to have each member of your staff Proficient with the software, better enabling them to do their job. We can train just one person at a time or a group. We limit group sessions to 7 people to ensure everyone has a chance to answer questions. Training can be recorded for future review.
- Every month, we host online web training sessions. If you are feeling rusty, you can sign up and get a refresher on anything you need help with. This presents our customers with the unique opportunity to ask questions and get one on one tailored responses. If you hire new staff, this is also a great way to bring any new member of your team up to speed.
- Very few skills and background knowledge are necessary to maintain our system. The ability to use and operate a computer and its peripherals is all that will be required. We provide remote alarm monitoring for all our systems. We will have the Eventide Recording system configured to automatically alert your admin staff should an issue occur. That same error message will be automatically sent to our office alerting our technical staff. This monitoring system ensures that when a problem does occur, all relevant individuals are notified, allowing for a timely resolution of the problem.

Configuration Manager Training Overview: System administrators & IT staff.

System

1. System Info
2. Date and Time
3. License Keys
4. Storage Devices
5. System Diagnostics
6. Power Off

Basic Reports

1. Recorder Reports

Networking

1. System Identification
2. Network Interfaces
3. VNC Settings
4. VPN Settings
5. SNMP Settings

Recording

1. Boards and Channels
2. Retention Settings
3. Resource Groups
4. Call Suppression
5. NG911
6. Encryption at Rest

Archiving

1. Archives
2. Archive Configuration
3. Network Archive Storage Configuration (NAS)

Alerts and logs

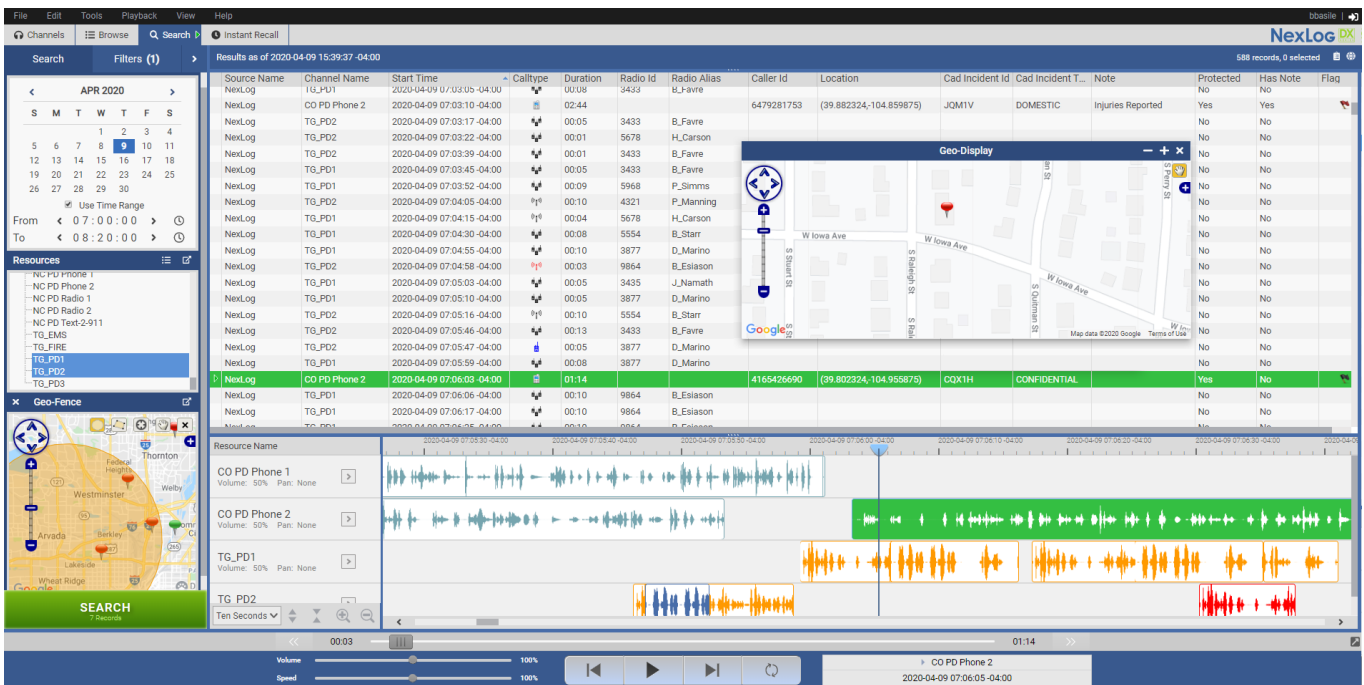
1. Active Alarms
2. Alert History
3. Alert Codes
4. Internal Logging
5. Email
6. Audit History
7. Client Activity

Users and Security

1. Users
2. System Security
3. SSL
4. User Groups
5. Permissions

Utilities

1. Packet Capture
2. Network Utilities



MediaWorks Plus Training Overview: For supervisors and operators.

Locating and Organizing Recordings

1. Browsing for Recordings
2. Searching for Recordings
3. Using Additional Filters
4. Saved Search Filters
5. Tab Search

Viewing and Playing Recordings

1. Viewing Recordings
2. The Record View
3. Record View Menu Options
4. The Timeline View
5. Playing Audio Recordings
6. The Playback Console
7. Playback Modes

Creating an Incident

1. Adding and Removing Recordings from an Incident
2. Saving an Incident Remotely
3. Saving an Incident Locally
4. Incident Renaming
5. Incident Properties
6. Incident Properties and Notes - Description
7. Incident Properties and Notes- Notes

8. Incident Properties - Permissions
9. Redacting Recordings in an Incident
10. Incident Clip Management
11. Exporting an Incident

Updating Recordings

1. Call Properties Screen
2. Editing Call Notes in the Call Grid
3. Annotating Calls

Exporting Recording Data from an Incident

1. The Export Dialog Box
2. Eventide Auto Unpacker
3. Export Presets and Defaults
4. Email Export
5. Export Single Recording
6. MP3 Export

Monitoring a Recorder

1. Channels Tab
2. Instant Recall Tab

More about MediaWorks Plus

1. Columns
2. Call type

The Menu Bar

1. File Menu
2. Edit Menu
3. Tools Menu
4. Playback Menu

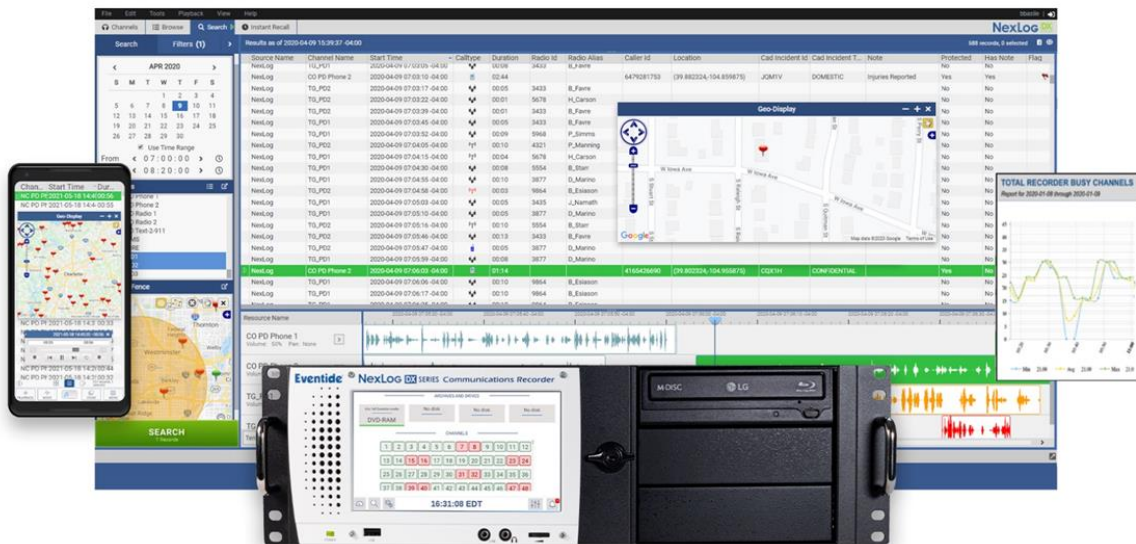
END OF SECTION

Warranty Overview

Eventide and Nelson Systems will provide a full 1-year warranty following the successful completion of the proposed solutions acceptance testing

- While under warranty, LFUCG will be provided
 - o Remote & on-site technical support and preparation, Remote Alarm Monitoring, Remote diagnostics and Preventative Maintenance Cleanings and software Upgrades
 - o Hardware / Software replacement
 - o Available Training Webinars (Every Weds. of each month)
- Nelson Systems offers various post warranty maintenance services.
 - o Remote Maintenance Agreements
 - o 8am-5pm Business hours Agreements
 - o 24h Maintenance agreements
- All applicable maintenance agreements are 100% comprehensive from a hardware/software/ and labors perspective.

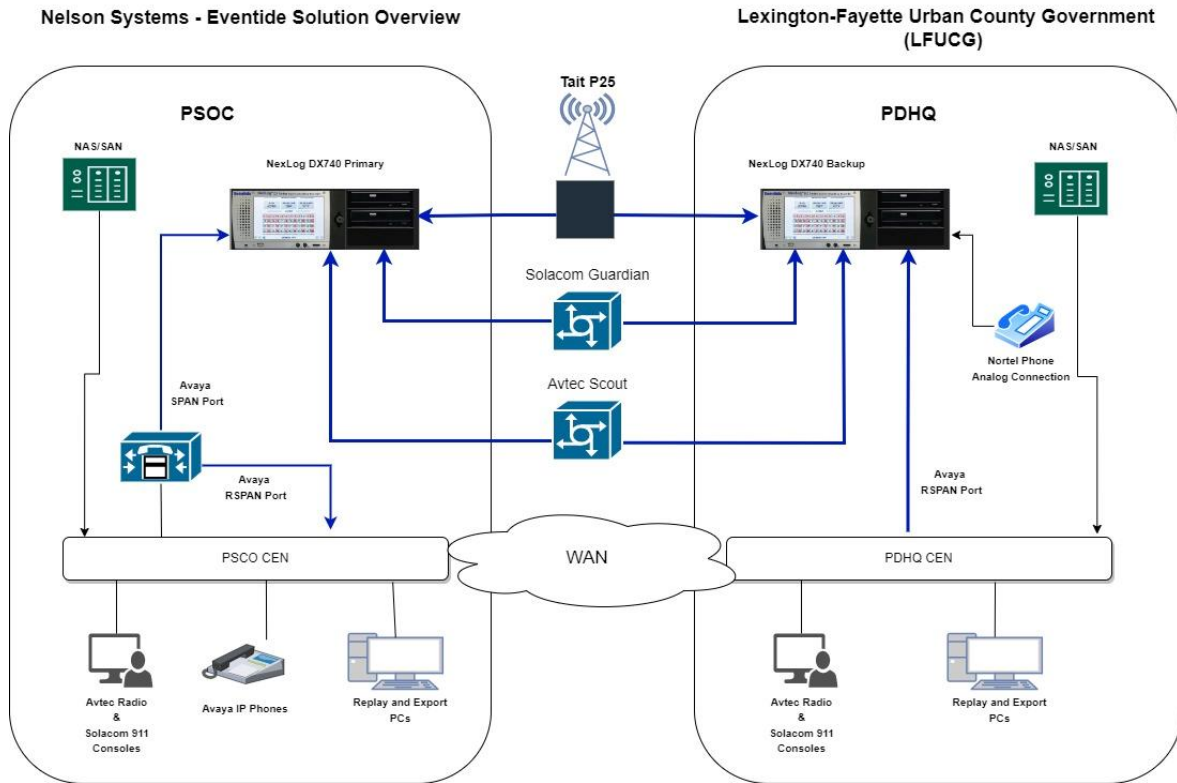
Eventide® NexLOG DX SERIES



END OF SECTION

Voice Recorder Design

The following diagram is a logical depiction of how Nelson Systems - Eventide proposes the design of the recording system. The connection lines do not necessarily indicate physical connections between the components, rather a logical flow. The physical connections will be determined by the overall IP.-



Each NexLog740DX will be deployed in a redundant fashion, with a primary and secondary. Eventide assumes the primary and secondary NexLog740DX will be in geographically diverse locations for added resilience and disaster risk mitigation.

The solution involves 4 different sources of VoIP inputs to each location.

- Tait P25
- Solacom Guardian 911 i3 SIP Trunk
- Avaya IP (PSOC with SPAN and PDHQ with RSPAN using compatible network switches)
- Avtec Scout Radio console select audio
 - This connection is not required; however, we included this in our design as yet another additional layer of redundancy. Should the TAIT recording connection fail in any capacity we will still maintain radio recording through Avtec.

Voice Recorder Design Cont.

The Eventide DX-Series has available integrations to all Tait Radio systems, Comtech Solacom Guardian i3 911, Avaya IP (G.711 G.722 and G729) and Avtec Scout Console recording feature.

The Eventide DX-Series is a Debian Linux-based software appliance design. The Operating System, Application, and Database are fully integrated into a single solution configured and managed via any modern web browser. The Eventide DX-Series logger is field upgradeable from 8 to 96 digital channels, 8 to 96 analog channels, 8 to 560 VoIP channels, 8 - 560 NG9-1-1 "SIP-Invite" or SIPrec channels, 24 - 192 T1/PRI channels, or 30 - 240 E1 channels.

Eventide DX-Series communications loggers offer multiple levels of resilience, including redundant SSD Raid 1 4TB Hot Swap with Hot Spare drive (650,000 hours @ 13kbps), redundant network capability (via NIC bonding), multiple choices for archive redundancy and network-based archive storage, and dual hot-swap load-sharing 120/240 VAC power supplies.

Geo-redundancy for recording is accomplished utilizing the LFUCG wide area network. Tait, Solacom, and Avtec offer the ability to send to 2 call recorders simultaneously. Avaya IP recording can be sent to the PSOC through a SPAN/Mirror port and to the PDHQ recorder through an RSPAN port mirror. RSPAN is dependent on the PSOC and PDHQ switches with available RSPAN capabilities.

At this design stage, the exact channel count is not significant to the design. The final solution can be scaled smaller or larger by adjusting the amount of channel licenses deployed.

Interface	Recording Method	Primary Channels	Secondary Channels
Tait Radio	Concurrent	40	40
Solacom	Concurrent	24	24
Avaya	Static	83	83
Avtec	Static	24	24
Total IP		171	171
Nortel	Static-Analog	0	22

END OF SECTION



Eventide Base Quote

Primary Playback Recorder - Public Safety Operations Center (PSOC)					
NexLog740DX	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web-based configuration manager, audio controls & amplified speaker on front panel		\$9,600.00	1	\$9,600.00
DX742	Upgrade NexLog740 DX-Series (at time of order) to 32GB DRAM		\$400.00	1	\$400.00
DX702	Front Panel without display (use external peripherals)		Standard	1	\$0.00
108233-000	Dual hot-swap power supplies, 120/240 VAC		Standard	1	\$0.00
DX730	Standard NexLog 740 DX-Series Archive: 1 Blu-ray Drive (also supports single-side DVD-RAM media)		Standard	1	\$0.00
DX709-1SSD	SSD Option - Upgrade 2x4TB HotSwap MegaRAID1 +HotSpare 4TB=4TB storage		\$7,645.00	1	\$7,645.00
DX754	Dual Port 100/1000 PCIe Network Card		\$660.00	2	\$1,320.00
Archiving					
271014	Central Archive License		\$1,830.00	1	\$1,830.00
Rack Mount Kits					
324430-DX	Rack Mount Slides - 4 Post, 3U (for NexLog 740)		\$360.00	1	\$360.00
VOIP Recording Licenses (176)					
271052	Internal IP Recorder w/ 8 G.711 Ch. Licenses		\$4,200.00	1	\$4,200.00
DX939	Add-on License Pack (Internal IP Recording Engine) with 8 Channel Licenses for G.711 RTP/RoIP/NG911		\$1,920.00	21	\$40,320.00
PSAP NG911 Call Recording, Metadata and SMS Bundles					
DX913	Comtech (Solacom Guardian) NG911 Call Recording Bundle (Voice, Metadata and SMS)		\$8,700.00	1	\$8,700.00
Metadata Integrations					
209157	Metadata Integration license for Avtec		\$4,200.00	1	\$4,200.00
MediaWorks DX - Web Access Playback Licenses					
271083	MediaWorks DX (Web) Concurrent Access for 8 Users		\$1,090.00	5	\$5,450.00
271113	NexLog Access Bridge License		\$3,840.00	1	\$3,840.00
271158	Enhanced Active Directory Integration		\$3,990.00	1	\$3,990.00
Decorder Units for P25					
324720-DX	DVSI 2-Port USB Decorder Unit for DMR, TRBO and NXDN (Max-8)		\$3,000.00	2	\$6,000.00
TAIT P25 Licensing					
115015	Initial license processing, handling and management per end user for P25 or TETRA; (Manadory - Non-Discountable)		\$3,500.00	1	\$3,500.00
209214	Integration to Tait P25 trunked system via ISSI		\$9,800.00	1	\$9,800.00
209215	OTAR Integration to Tait KMF		\$20,000.00	1	\$20,000.00

Backup Site Recorder - Lexington Police Headquarters (PDHQ)					
NexLog740DX	NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web-based configuration manager, audio controls & amplified speaker on front panel		\$9,600.00	1	\$9,600.00
DX742	Upgrade NexLog740 DX-Series (at time of order) to 32GB DRAM		\$400.00	1	\$400.00
DX702	Front Panel without display (use external peripherals)	Standard		1	\$0.00
108233-000	Dual hot-swap power supplies, 120/240 VAC	Standard		1	\$0.00
DX730	Standard NexLog 740 DX-Series Archive: 1 Blu-ray Drive (also supports single-side DVD-RAM media)	Standard		1	\$0.00
DX709-1SSD	SSD Option - Upgrade 2x4TB HotSwap MegaRAID1 +HotSpare 4TB=4TB storage		\$7,645.00	1	\$7,645.00
DX754	Dual Port 100/1000 PCIe Network Card		\$660.00	2	\$1,320.00
Archiving					
271014	Central Archive License		\$1,830.00	1	\$1,830.00
Rack Mount Kits					
324430-DX	Rack Mount Slides - 4 Post, 3U (for NexLog 740)		\$360.00	1	\$360.00
Install Kits					
109033-007	Quick Install Kit (Includes #264242-007 23FT Connector Cable & Punch down Block) STD Telco Pin-Out		\$300.00	1	\$300.00
Analog Telephone/2-way Radio Channel Record Cards					
DXANA24	AnalogTelephone/2-way Radio Channel Record Card - 24 Channels Each		\$7,250.00	1	\$7,250.00
VOIP Recording Licenses (176)					
271052	Internal IP Recorder w/ 8 G.711 Ch. Licenses		\$4,200.00	1	\$4,200.00
DX939	Add-on License Pack (Internal IP Recording Engine) with 8 Channel Licenses for G.711 RTP/RoIP/NG911		\$1,920.00	21	\$40,320.00
PSAP NG911 Call Recording, Metadata and SMS Bundles					
DX913	Comtech (Solacom Guardian) NG911 Call Recording Bundle (Voice, Metadata and SMS)		\$8,700.00	1	\$8,700.00
Metadata Integrations					
209157	Metadata Integration license for Avtec		\$4,200.00	1	\$4,200.00
MediaWorks DX - Web Access Playback Licenses					
271083	MediaWorks DX (Web) Concurrent Access for 8 Users		\$1,090.00	5	\$5,450.00
Decorder Units for P25					
324720-DX	DVSI 2-Port USB Decorder Unit for DMR, TRBO and NXDN (Max-8)		\$3,000.00	2	\$6,000.00
TAIT P25 Licensing					
115015	Initial license processing, handling and management per end user for P25 or TETRA; (Manadory - Non-Discountable)		\$3,500.00	1	\$3,500.00
209214	Integration to Tait P25 trunked system via ISSI		\$9,800.00	1	\$9,800.00
209215	OTAR Integration to Tait KMF		\$20,000.00	1	\$20,000.00
System Price (Total of Hardware and Software)					\$262,030.00

Services					
Services	Description	Rate	Qty	Total Price	
	Installation & Integration Configuration			\$23,500.00	
	Staff Training (Admins + End Users)			\$2,500.00	
Services Price				\$26,000.00	

Summary					
Solution Components					Price
System Price					\$262,030.00
Services Price					\$26,000.00
Discount			28.00%		-\$71,408.40
1 YEAR WARRANTY ON NEW HARDWARE AND SOFTWARE, 90 DAY WARRANTY FOR ADD ONS					
Freight and/or sales tax -- to be added if applicable.					\$0.00
Total Investment					\$216,621.60

* line items may be subject to 3rd party licensing and hardware. Please contact any applicable vendors for requirements and costs.
 Price for presentation purposes only, subject to change based on final configuration. Price quotation does not include freight or sales tax -- to be added to invoiced amount

Customer Acceptance				Date	
Nelson Systems, Inc. Representative		Sales Rep #		Date	
<i>This document becomes a confirmed sales order upon signature of customer and Nelson Systems, Inc. representative</i>					
<i>Pricing valid for 60 days.</i>					
Possession of Equipment					
I have verified that our facility has received all equipment purchased from Nelson Systems, Inc., including CD's, manuals, etc.					
Authorized Signature				Date	

Initial Hardware/Software/Install/ Training Cost: \$216,621.60

One Year Warranty Included: Hardware/Software Replacement, 8am-5pm Remote & on-site Support, Remote Alarm Monitoring, Remote diagnostics and Preventative Maintenance Cleanings and software Upgrades. Hardware and Licenses are covered. Continual training Included. Minimum 2-hour response times in the event of a major system failure.

Solution Overview

Primary Playback Logger (PSOC): 176 Channels (ALL IP)

- **NexLog740 DX Recording Server – Linux Based – i3 Compliant- Rack Mounted**
 - Upgraded 32GB RAM
 - (2) Dual Port 100/1000 PCIe Network Card
 - Upgraded 4 TB RAID 10 + Hot Spare SSD Storage configuration
 - No System down time in the event of a hard drive failure. Drives can be added/removed without affecting system performance. Hot Spare is on standby in the event of a drive failure.
- **176 channel – IP Licenses**
 - TAIT P25 – 40 concurrent
 - Solacom – 24 concurrent
 - Avaya IP Phones – 83 Static
 - Avtec IP audio – 24 Static
 - Spare Licenses – 5
- **Solacom NG911 Recording Bundle**
 - The Eventide recording solution interfaces to the Solacom call handling system via a SIP trunk that is configured specifically to deliver voice calls and i3-compliant event metadata to the NexLog recorder. When the Solacom Guardian 9-1-1 solution is configured and licensed appropriately, the NexLog recorder will also record Text-to-911 (SMS).
 - Meta Data Captured includes:
 - ANI/Ali location data, DNIS, Agent Name, Agent Role, Agent ID, Agency, Call Identifier, Incident ID, SMS Texts, Agent login/logout, on hold/off hold, mute/unmute, transfer, texts sent/received.
- **Avtec Scout Recording interface**
 - Record select and/ or unselect audio from scout consoles
 - Record talk groups that interface with scout system
 - Record conventional channels that interface with the scout system
 - Record calls on telephony circuits that are interfaced with the scout system
- **TAIT P25 Interface**
 - Allows Eventide access to record TAIT encrypted P25
 - licensing is subject to change following the confirmation of OTAR or NON-OTAR encryption key logging.
- **Eventide Network Access Bridge License**
 - Allows users to view one or more NexLog's as one recording solution. This option is typically used by customers with a primary and a backup site.
- **Eventide Central Archive License**
 - Allows multiple NexLog's to duplicate their archives with one another.
- **Active Directory Integration**
 - Allows for single sign on
- **40 Simultaneous connections to the recorder for replay using MediaWorks PLUS**
- **Remote technical support and preparation On-Site Support, Remote Alarm Monitoring, Remote diagnostics and Preventative Maintenance Cleanings and software Upgrades, Webinars (Every Weds. of each month)**

Backup Recorder (PDHQ): 200 Channels (176 IP + 24 Analog)

- **NexLog740 DX Recording Server – Linux Based – i3 Compliant- Rack Mounted**
 - Upgraded 32GB RAM
 - (2) Dual Port 100/1000 PCIe Network Card
 - Upgraded 4 TB RAID 10 + Hot Spare SSD Storage configuration
 - No System down time in the event of a hard drive failure. Drives can be added/removed without affecting system performance. Hot Spare is on standby in the event of a drive failure.
- **176 channel – IP Licenses**
 - TAIT P25 – 40 concurrent
 - Solacom – 24 concurrent
 - Avaya IP Phones – 83 Static
 - Avtec IP audio – 24 Static
 - Spare Licenses – 5
- **24 channel – Analog Recording Board**
 - Nortel phones – 22 Static
 - Spare Analog Channels - 2
 - Quick Install Kit for Analog Recording included
- **Solacom NG911 Recording Bundle**
 - The Eventide recording solution interfaces to the Solacom call handling system via a SIP trunk that is configured specifically to deliver voice calls and i3-compliant event metadata to the NexLog recorder. When the Solacom Guardian 9-1-1 solution is configured and licensed appropriately, the NexLog recorder will also record Text-to-911 (SMS).
 - Meta Data Captured includes:
 - ANI/Ali location data, DNIS, Agent Name, Agent Role, Agent ID, Agency, Call Identifier, Incident ID, SMS Texts, Agent login/logout, on hold/off hold, mute/unmute, transfer, texts sent/received.
- **Avtec Scout Recording interface**
 - Record select and/ or unselect audio from scout consoles
 - Record talk groups that interface with scout system
 - Record conventional channels that interface with the scout system
 - Record calls on telephony circuits that are interfaced with the scout system
- **TAIT P25 Interface**
 - Allows Eventide access to record TAIT encrypted P25
 - licensing is subject to change following the confirmation of OTAR or NON-OTAR encryption key logging.
- **Eventide Central Archive License**
 - Allows multiple NexLog's to duplicate their archives with one another.
- **40 Simultaneous connections to the recorder for replay using MediaWorks PLUS**
- **Remote technical support and preparation On-Site Support, Remote Alarm Monitoring, Remote diagnostics and Preventative Maintenance Cleanings and software Upgrades, Webinars (Every Weds. of each month)**



Nelson Systems Maintenance Agreement Options

Maintenance Agreement Coverage Summary: Full Hardware/Software Replacement, Remote & on-site Support, software upgrades, Remote Alarm Monitoring, Remote diagnostics, and annual Preventative Maintenance Cleanings. All Hardware and Licenses are covered. Continual training Included. Minimum 2-hour response times in the event of a major system failure guaranteed 24-hour response for High priority issues.

Nelson Systems will be the primary service provider with AMK services only being utilized for emergency response when a local Nelson Systems technician is unavailable to meet the contractual response time.

****The Nelson Systems Service team closed 90% of all opened service tickets within 2 hours of initial contact during the 2023 calendar year****

2 Year 24h GMA (1 year Warranty + 1 year 24h GMA): \$20,898.61

- **Total Project Cost with 2y 24h Prepaid GMA included: \$237,520.21**
-

3 Year 24h GMA (1year Warranty + 2 year 24h GMA): \$41,797.21

- **Total Project Cost with 3y 24h Prepaid GMA included: \$258,418.81**
-

4 Year 24h GMA (1year Warranty + 3 year 24h GMA): \$62,401.80

- **Total Project Cost with 3y 24h Prepaid GMA included: \$279,023.4**
-

5 Year 24h GMA (1year Warranty + 4 year 24h GMA): \$83,006.41

- **Total Project Cost with 3y 24h Prepaid GMA included: \$299,628.01**
-

Please Note: Quoted multi-year agreements are at a fixed rate with additional discounts already applied.

- 24 Hour: **10% Discount + fixed rate**

Optional Features

1. Rapid SOS Integration – (Both Primary & Backup)

271176	RapidSOS Integration for wireless 9-1-1 caller location display (1 license required for each NexLog Recorder that will connect to RapidSOS); Also requires ANI/ALI CAD Spill Integration (p/n 209029) and Geo Search/View option (p/n 271098). *see note below	\$5,500.00	2	\$11,000.00
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- Our Rapid SOS Integration allows users to view both the NENA ANI/ALI CAD Spill location data and the more accurate Rapid SOS location with a dotted line connecting them for wireless calls to 9-1-1 on Eventide’s Geo-Fencing tool. The users will also be able to view the “breadcrumbs” of where the caller moved while talking to the call taker. Breadcrumbs can only be viewed after the call is over. This is a great forensic tool to use when recreating an incident. NENA ANI/ALI CAD Spill capture and Geo-Search options are required for this to work.

2. Enhanced Reporting Engine (Primary)

115021	NexLog Reporting Engine (Enhanced Reporting)	\$1,640.00	1	\$1,640.00
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- The NexLog Reporting Engine allows users to build a report, have it automatically run at a specified interval, and be automatically delivered to whoever needs to see the report in HTML, .pdf, or Excel. LMR, Console, 9-1-1 Call Taking, Administrative Telephony, and CAD data can be rolled into one report to show total center activity, with drill down to individual performance (based on available infrastructure in the center). The reports are also helpful in justifying budgets by rolling up LMR, 9-1-1, and Admin telephony activities into one comprehensive report that County Commissioners or 9-1-1 Boards can understand.

3. Nexlog Quality Assurance (Primary)

271082	Quality Assurance DX Software (Quality Factor): 20 Agent ADD-ON license pack	\$2,360.00	1	\$2,360.00
271165	Quality Assurance DX Software (Quality Factor): Advanced Evaluation Scheduling Option (for QA recording selection based on available ANI/ALI or CAD metadata in the recorder's database)	\$1,750.00	1	\$1,750.00

- NexLog Quality Assurance allows directors to quantify individual performance by randomly sampling recordings and scoring the performance of employees. The options come standard with APCO/NENA forms pre-built, an intelligent randomizer, and the ability to look at employee performance over time. Coupled with our Reporting Engine users can drill down to do root cause analysis, find trends, and opportunities for additional training.
- Total Agent Count subject to change pending site confirmation

4. Word Factor Prime (Primary)

DX929	Word Factor Prime - User selected on demand Speech to Text Transcription - Up to 1,000 voice activity hours Per 12 months		\$6,000.00	1	\$6,000.00
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- Eventide’s Word Factor Prime will convert recorded audio in near real-time (or on demand) to written words and, in turn, allow for near real-time word spotting for key words, e.g., active shooter, suicide, fire, to alert supervisors of critical incidents. It can also be used to mine audio for key words for investigative purposes, e.g., how many calls mentioned a “red van” or for Quality Assurance purposes on which calls to evaluate.

5. Geo-Search/View (Primary)

271098	Geo Search/View (requires Lat/Lon, MW PLUS, Google Maps)		\$1,090.00	1	\$1,090.00
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- Allows users to view wireless caller’s location data from the NENA ANI/ALI CAD Spill location data on Google, Bing maps or any ESRI based mapping tool. ANI/ALI CAD latitude/longitude location data can be viewed with Rapid SOS location as an addon. This tool is a great way to see where wireless calls are being placed from live or in incident recreation.
- Required with RapidSOS Integration

6. Broadcastify Integration (Primary)

271179	Broadcastify integration "per stream" license. One license is required for each source (such as a talk group or a conventional LMR channel) that will be streamed from the recorder to Broadcastify.		\$1,190.00	1	\$1,190.00
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- Allows PSAP to select specific talk groups to be decrypted and sent out to the public at a managed delay. Allows the PSAP to take control of what the general public / media can listen to and when.
- Nelson Systems was responsible for establishing this setup for the City of Chicago following the civil unrest within the city.
- Pricing would fluctuate based on the number of talk groups selected for broadcast.

7. Tyler Technologies CAD Integration (Primary and Backup)

271178	Tyler Technologies New World CAD Intergration		\$5,500.00	2	\$11,000.00
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- This integration allows for tagging of 9-1-1 call recordings with data from associated CAD incidents/Call for Service on the CAD system. The additional data enables a richer user experience by providing more context to 9-1-1 call recordings. It also enables the ability to search for recordings based on CAD Incident Number or any other CAD data tagged to the recordings.

8. TAIT P25 Encryption Key Management Option (NON- OTAR)

209270	P25 Encryption Key Management Option (non-OTAR)		\$2,190.00	1	\$2,190.00
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- The RFP did not specify whether TAIT was utilizing OTAR or NON-OTAR encryption key management.
- The pricing as proposed was done with the assumption that OTAR is being utilized and therefore the \$20,000 license for this integration was quoted across both the primary and backup logger.
 - **If Over the Air Rekeying (OTAR) is not being used, the license listed above for NON-OTAR would need to be quoted in its place for both the primary and backup loggers, reducing the project cost.**

END OF SECTION

Spare Parts for NexLog 740 DX-Series Recorders	Part No.	List Price (USD)	
Spare NexLog 740 DX-Series (SN < 2000) Q170 Motherboard with i5 CPU, Cooler and 16GB DIMM	DX740	\$2,230.00	
Spare NexLog 740 DX-Series (SN >= 2000) Q370 Motherboard with i5 CPU, Cooler and 16GB DIMM	DX741	\$3,100.00	
Spare NexLog 740 DX-Series Power Supply Module, 120/240 VAC	DX771	\$ 640.00	
Spare NexLog 740 DX-Series Power Supply Assembly with 2 Modules, 120/240 VAC	DX772	\$ 1,380.00	
Spare 16GB DIMM Memory for NexLog 740 DX-Series	DX773	\$ 150.00	
Spare i5 7500 CPU for NexLog 740 DX-Series (with SN < 2000)	427357	\$660.00	
Spare i5 8500 CPU for NexLog 740 DX-Series (with SN >= 2000)	202975	\$990.00	
Spare CPU Fan for NexLog 740 DX-Series	DX775	\$ 24.00	
Spare Chassis Fan for NexLog 740 DX-Series	DX776	\$ 48.00	
Spare 1TB HDD for NexLog DX-Series RAID Array	427339	\$ 1,290.00	
Spare 2TB HDD for NexLog DX-Series RAID Array	427338	\$ 1,580.00	
Spare 4TB HDD for NexLog DX-Series RAID Array	427337	\$ 2,010.00	
Spare 6TB HDD for NexLog DX-Series RAID Array	DX910	\$ 2,030.00	
Spare 4-port MegaRaid PCIe (PCI Express) Card + Cache Vault + Cache Protection Module	108275	\$ 3,230.00	
Spare 4-port MegaRaid PCIe (PCI Express) Hardware RAID Controller (no Cache Vault)	324759	\$ 2,260.00	
Spare Cache Vault + Cache Protection Module (ONLY) for MegaRaid PCIe (PCI Express) Card	324758	\$ 880.00	
Spare Cache Protection Module (ONLY) for MegaRaid PCIe (PCI Express RAID Card w/ Cache Vault)	324888	\$ 420.00	
Spare 8-port MegaRaid 9560-8i PCIe (PCI Express) Controller Card Only (Spare cache vault sold seperately)	324968	\$3,500.00	
Spare Cache Vault for MegaRaid 9560-8i PCIe (PCI Express)	324969	\$ 400.00	
Spare Blu-ray Drive (no Media)	427315	\$ 290.00	
Spare RDX Bay (no Media Cartridge)	427340	\$ 600.00	
Spare 500GB RDX Media Cartridge (for use in RDX Archive Drive)	427341	\$ 550.00	
Spare 1TB RDX Media Cartridge (for use in RDX Archive Drive)	427343	\$ 880.00	
Spare 2TB RDX Media Cartridge (for use in RDX Archive Drive)	427342	\$ 1,100.00	
Spare 1TB Hard Drive (3.5") for Removable Archive	427283	\$ 1,180.00	
24 port GPIO PCI Card/Cable Kit, non-isolated (for NexLog 740 DX-Series recorder only!)	DX750	\$ 1,500.00	
48 port GPIO PCIe (PCI Express) Card/Cable/Block Kit, non-isolated (for NexLog 840 DX-Series and NexLog 740 DX-Series recorders)	DX950	\$ 2,650.00	
PCIe (PCI express) IRIG-B Time Synchronization Card	DX756	\$ 6,300.00	
Single-port PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder or NexLog 840 DX-Series recorder)	DX951	\$ 340.00	
Dual Port 100MB/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only!)	DX754	\$ 660.00	
Quad Port 100/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only!)	DX755	\$ 1,440.00	
Spare DVSI 4-Port Networked Decoder Unit (for P25, DMR, MOTOTRBO, NXDN)	1173-000	\$ 10,000.00	
DVSI 2-Port Decoder for NexLogDX (for P25, DMR, MOTOTRBO, NXDN) - Max 8	324720-DX	\$ 3,000.00	



Nelson Systems

I N C O R P O R A T E D

5/2/2024

Sherita Miller,
Minority Business Enterprise Liason
Lexington-Fayette Urban County Government Division of Procurement
200 East Main Street
Lexington, KY 40507

Dear Sherita,

We regret to inform you that despite our best efforts, Nelson Systems was unable to meet the Minority-Owned, Woman-Owned, and Disadvantaged Business Enterprises (MWDBE) participation goals as outlined in the bid requirements for RFP #28-2024.

Nelson Systems specializes in providing highly technical and specialized services essential for the successful execution of the install and maintenance of next generation 9-1-1 enabled audio logging equipment. Our unique expertise and experience in mission critical recording allows us to deliver exceptional results that meet the rigorous standards of our clients. Unlike most providers, Nelson Systems is certified by the manufacturer as a premier sales and service provider. An Eventide certification only held by 5 companies in the United States.

Throughout the bidding process, we sought to engage MWDBE subcontractors and suppliers who could complement our capabilities and contribute to the successful completion of RFP #28-2024. However, despite our best efforts, we encountered significant challenges in finding vendors who possess the specialized skills, resources, and certifications required to perform the duties essential for this project. As previously stated, there are only 5 companies in the United States with the experience and certifications required to reasonably administer, install, and maintenance this complex recording proposal.

The nature of our service demands a level of expertise and proficiency that is not readily available locally or nationwide. While we fully support the objectives of promoting diversity and inclusion in contracting opportunities, our primary obligation remains to deliver the highest quality of service to our clients while adhering to project specifications and deadlines.

We appreciate your understanding of our unique circumstances and remain committed to exploring opportunities to collaborate with MWDBE firms on future projects where their capabilities align with our project requirements.

Respectfully Submitted,

Jacob Jiles

Senior Territory Manager

Nelson Systems, Inc.

(Direct) 309-307-7105

jjiles@nelsonsystems.com



Eventide Top Tier Dealer

To Whom it May Concern

Subject: Eventide Fully Certified Factory Trained Sales & Service Center

Eventide Inc has certified Nelson Systems Inc., as a fully authorized and supported Eventide factory trained sales and service center for Illinois, Indiana, Missouri, Wisconsin, Tennessee, and Kentucky. As such superior sales support and after sales service support can be guaranteed.

Nelson Systems is the only company in the Midwest to receive this certification from Eventide. Nelson Systems has also earned the Eventide Top Tier Dealer certification and that is the highest awarded by Eventide.

A handwritten signature in blue ink that reads "Gordon Moore".

Gordon Moore
General Manager
Eventide Inc.

Copy:
Jacob Jiles
Account Manager
Nelson Systems, Inc
Springfield, IL

January 30, 2024



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #28-2024 Logging Recorder for E911** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **May 7, 2024**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment 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.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

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

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

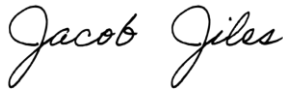
16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

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

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

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

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



Signature

5/01/2024

Date

SELECTION CRITERIA:

1. Specialized experienced and technical competence of the person or firm with the type of service required. 25 Points
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 20 Points
3. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling. 10 Points
4. Familiarity with the details of the project. 25 Points
5. Degree of local employment to be provided by the person or firm. 5 Points
6. Estimated Cost of Services. 15 Points

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

AFFIDAVIT

Comes the Affiant, Jacob Jiles, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Jacob Jiles and he/she is the individual submitting the proposal or is the authorized representative of Nelson Systems, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Jacob M Jiles

STATE OF IL

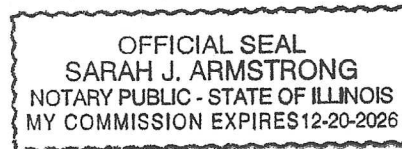
COUNTY OF McLean

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

by Jacob M Jiles on this the 2nd day

of May 2nd, 2024

My Commission expires: 12-20-2026



Sarah J. Armstrong
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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

Jacob Giles

Signature

Nelson Systems, Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Nelson Systems, 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	4	0	4														
Professionals	3	3															
Superintendents																	
Supervisors																	
Foremen																	
Technicians	6	5	1														
Protective																	
Para-																	
Office/Clerical	1		1														
Skilled Craft																	
Service/Maintenance																	
Total:	14	8	6														

Prepared by: Jacob Jiles / Sr. Territory Manager Date: 5 / 01 / 2024

(Name and Title)

Revised 2015-Dec-15

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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has 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 Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: Nelson Systems, Inc.

Complete Address: 536 Bruns Ln, Suite 3 Springfield, IL 62702
Street City Zip

Contact Name: Jacob Jiles Title: Sr. Territory Manager

Telephone Number: 309-307-7105 Fax Number: _____

Email address: jjiles@nelsonsystems.com

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 Procurement (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 Procurement 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.
- d. 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.
- e. 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.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Procurement
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 Procurement):

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 defined 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	ttyra@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@orwbc.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 # RFP #28-2024 Logging Recorder for E911__

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. NONE				
2.				
3.				
4.				

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

Nelson Systems Inc.
 Company
5/1/2025
 Date

Jiles Jacob
 Company Representative
Sr. Territory Manager
 Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # RFP #28-2024 Logging Recorder for E911__

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 Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.NONE					
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.

Nelson Systems Inc.
 Company
5/1/2024
 Date

Jacob Jiles
 Company Representative
Sr. Territory Manager
 Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # RFP #28-2024 Logging Recorder for E911__

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: NONE	Contact Person: NONE
Address/Phone/Email NONE	Bid Package / Bid Date NONE

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

(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.

Nelson Systems Inc.

Company

5/1/2024

Date

Jacob Jiles

Company Representative

Sr. Territory Manager

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. 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 Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # RFP #28-2024 Logging Recorder for E911_____

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
NONE							

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.

Nelson Systems Inc.
 Company
5/1/2024
 Date

Jacob Jiles
 Company Representative
Sr. Territory Manager
 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # RFP #28-2024 Logging Recorder for E911_____

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 Procurement 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 MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

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

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

J 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.

___ 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.

Nelson Systems, Inc.

Company
5/01/2024

Date

Jacob Jiles

Company Representative
Sr. Territory Manager

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Jacob Giles

Signature

5/01/2024

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100K
Professional (E&O) Liability	\$1 million per claim

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

Public Safety Logging Recorder

Introduction

Lexington 911, in partnership with other Lexington-Fayette Urban County Government (LFUCG) Divisions, is seeking bids for a logging recorder solution. All responses submitted should be for a solution that is compatible with the current NexGen 911 (NG9-1-1) goals and objectives defined by the National Emergency Number Agency (NENA) in NENA-STA-010.3e-2021, NENA i3 Standard for Next Generation 9-1-1.

In addition to NG9-1-1 roadmap compliance all proposed solutions should be able to demonstrate existing interoperability with the technology utilized by LFUCG through references from other agencies where this solution is deployed. Current LFUCG technology that a logging recorder must integrate with includes; Solacom Guardian (9-1-1 Call Handling), Tait P25 Radio Core and an Avaya IP administrative phone system. Additional details regarding these solutions can be found below.

Project Description

Our agency is seeking a qualified and experienced contractor or contractors to provide a Next Generation 9-1-1 (NG9-1-1) System to handle logging of all calls placed to 9-1-1 regardless of the network of origin (PSTN, VoIP, or other IP based originating sources) or type of call (IP, Analog, Text, Multimedia Data, etc.).

The agency recognizes that a robust NG9-1-1 system capable of logging all inbound and outbound requests for assistance in an efficient and accurate manner is critical to the safety of both the public and field responders. The agency desires to purchase an NG-1-1 capable system that will meet both its current and future needs. Reduced overall system cost is certainly a goal. However, interoperability, innovation, cybersecurity, enhanced capability, diagnostics, and a system architecture designed to accept future types of calls are some of the most important objectives of this project.

The intent of this RFP is to replace the existing logging recorder system(s) with a truly capable NG9-1-1 solution. This RFP focuses on supporting a complete turnkey installation that meets all operational requirements and includes specifications for not only interconnected systems but truly interoperable Systems. Lexington 911 seeks a solution that provides us the ability to log requests for emergency assistance and all related data such as location information and callback numbers from the public, then process and share the information obtained in those requests both during and after a call for service (CFS) has ended for quality control, liability, and investigative purposes.

General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral presentations.

Each point-by-point response from the bidder must be answered with one of the following responses:

Comply – The proposed solution will fully meet the requirement(s), functionality is currently supported in the current product software release.

Exception – The proposed solution complies partially with this requirement; with exceptions explained in detail. If a vendor takes exception but an alternative to the requirement is recommended, the alternative must be explained, and any cost identified. Exceptions will be evaluated and considered but are not necessarily acceptable solutions to the requirement as expressed nor are they automatic disqualifications.

Does not Comply – The proposed solution does not fully comply with this requirement.

Vendor Response / Explanation – All responses require a detailed explanation of the vendor's answer.

Respondents must complete and return the entire RFP packet. Once all packets have been received, opened, and recorded, a team representing Lexington's stakeholder divisions will evaluate the information provided and make a recommendation to the purchasing authority. Lexington shall be the sole judge in determining how the evaluation process shall be conducted and what vendors shall be considered. Lexington may conduct such investigations, as it considers necessary, to assist in the evaluation of vendor-provided information to establish the responsibility, qualifications, and financial ability of any potential vendor. Vendors are expected to put forth their "best and final" pricing as a component of this bid. While price will not be the only factor considered in selecting a vendor, cost to the organization is a critical factor. Lexington reserves the right to reject any and all Proposals, in part or in whole, and to award to the most responsive and responsible firms as deemed in the best interests of the Agency; further, the right is reserved to waive any formalities or informalities contained in said proposals. All proposals and copies thereof are to be prepared and submitted at the submitter's expense. Also note, upon submittal to Lexington, the proposals may become a public record and are subject to the Agency's FOIA guidelines. The respondent may request certain sections of the response that contain proprietary business intelligence or system technical details be redacted if such redaction is allowed under agency policy and governing law.

Operational Details

Current Technology in use:

Tait Core P25 Radio System	Evidence.com
Avtec Dispatch Consoles	Tyler Technologies – Enterprise CAD
Solacom Guardian 911 Call Handling	Avaya IP Phon System (Admin)
PowerPhone EMD	

Public Safety Operations Center (PSOC)

The primary LFUCG Facility involved in this project is the Public Safety Operations Center (PSOC) located at 115 Cisco Rd, Lexington, Kentucky. This location serves as the primary public safety answering point (PSAP) for 911, the emergency operations center (EOC), the administrative offices for 911, Emergency Management and LexCall/LexServe.

Core services for the Solacom Guardian 911 call handling and the Avaya IP phone system are also located in this facility. In addition to those core services, most of the recorded end user positions (911, LexCall, EOC) are in this facility with the remaining end user positions that will be recorded are at the Backup PSAP detailed below.

The primary 911 PSAP has 22 positions utilizing Solacom Guardian 911, Avaya IP desk phones, Avtec radio consoles with a mixture of hardware and software media workstations.

The EOC has 42 Avaya IP phone positions.

LexCall/LexServe has 15 softphone workstations on the Avaya system.

Lexington Police Headquarters (PDHQ)

Located at 150 E. Main Street Lexington Police Headquarters is also the location of the Backup PSAP. The remaining end user positions (22) for 911 are located within this facility.

Technical Requirements

Logging Recorder Redundancy and Backup

The logging recorder shall be equipped with built in redundancy so that no piece of information recorded is lost due to a hardware or software failure, proposers must describe in detail how the

redundancy is accomplished. In addition, the system will be equipped with a backup Master Control site, this site shall be a mirror of the primary Master control site including the centralized logging recorder. All information recorded at the primary location shall be recorded at the secondary location simultaneously. The Proposer must explain in detail how this will be accomplished.

The information logged at the primary and backup facilities shall be accessible from any of the management terminals at the different LFUCG PSAPs.

Logging Recorder Features and Performance Requirements

The following list represents the minimum functionality, performance, and quality requirements that shall be included in the logging recorder system. The list is not necessarily totally inclusive of all requirements since the supplier may offer additional functionality in its standard logging recorder offering. The following section briefly defines the required functionality, performance, and quality of the specific requirements in this list:

- High quality, reliability, and availability to meet 24/7/365 continuous duty public safety dispatch standards (e.g. redundant power supplies, redundant processors, etc.)
- Meets or exceeds all FCC, EIA/TIA, IEEE, NFPA and APCO standards
- Conform to local PSTN requirements as necessary
- Redundant and fault-tolerant configuration/network server(s) with mirrored databases
- Capability for any combination of client workstations to access the logging recorder simultaneously for real-time monitoring or historical playback
- Access workstations capable of running Microsoft Windows-based operating system and archiving to CD-R/W or DVD-R/W
- Multiple search and playback techniques: console position, subscriber/console unit ID and/or alias, emergency call, talkgroup, multigroup/announcement group, individual call, telephone interconnect call, encrypted call (as required), time/date, call length, channel resource, site resource, ANI/ALI data, annotations, etc.
- Capability to package a group of independent, specific calls into a consolidated call sequence for documenting/describing a situation or event
- Capability to activate data compression to maximize data storage
- System notification to user and network administrator that storage threshold close to being exceeded to prompt permanent archiving
- FIFO overwrite when storage threshold exceeded
- VOX-activation and/or ability to set audio level threshold for recorder activation to tailor recording style per channel/track
- Redundant 120 VAC/60 Hz power supplies for all common and core equipment
- Synchronized to master system clock
- Capable of logging any combination of system talkgroups and conventional resources
- Capability to annotate specific calls and/or call sequences using free text
- Capability to search based on call annotations for specific calls and/or call sequences
- Capability to add audible time/date stamping using a pre-recorded voice watermark

- User-friendly, field-reconfigurable independent GUI interface(s) for each lookup/playback position
- Password-protectable lookup/playback positions with comprehensive event log to note specific authorized user time/date usage
- Full interoperability between IP-based, digital trunked and conventional subsystems.
- Ability to encrypt/decrypt audio packets utilizing AES encryption
- Ability to search logged audio based on SUID/Talkgroup/Position
- Ability to stream audio (on a delay if desired) to an external source (i.e. web)
- Full audit log of user interactions with logger
- Instant Recall Recorder capability at all logged dispatch positions
- Capability to redact data necessary to respond to FOIA requests
- Ability to save any combination of logged data to evidence.com
- Single Sign On via SAML, ADFS, or equivalent claims-based provider
- Ability to download real-time event playback captured from multiple sources into a single playback stream

Logging Recorder Optional Features

The Proposer shall provide a detailed list and explanation of optional features for the logging recorder subsystem that can be supplied for review and understanding.

Detailed Cutover Plan

A detailed transition and cutover plan is required thirty days after the start of the contract.

Proposer's Responsibilities:

- Proposer will present a cutover plan for the LFUCG's approval.
- Plan shall cover proposed cutover timeline.
- Plan shall include LFUCG's requirement for accessing their existing logging recorder for at least 90 days. Both existing and the proposed new logging recorder(s) will be operating in parallel during this window.
- Plan shall cover procedures, Dispatch center/workstation migration, and fall-back plan.

LFUCG Responsibilities:

- Attend cutover meeting and approve the cutover plan.

Installation and Maintenance Manuals

The installation and maintenance manuals shall be clearly written and illustrated to instruct a radio technician skilled in the trade to unpack, assemble, and interconnect the various system components to prepare the system for operation. All base station site/console interconnect wiring, console and auxiliary function wiring shall be customized and included as part of this manual and its attachments.

The maintenance manual shall be written and illustrated such that a radio technician skilled in the trade can service any portion of the system to the component level, if desired. The manual shall include the theory of design for each unit, a schematic diagram of each assembly, assembly drawings of each circuit board, detailed part numbers where applicable, the description of each component used and the name and part number of the original component manufacturer to facilitate locating parts locally. The manual and its attachments shall include complete system configuration data, programming data, and customized as-built drawings. Where applicable, such information also shall be supplied for any items furnished as part of the system but not manufactured by the Proposer. A quantity of three (3) installation/maintenance manuals shall be furnished in complete, bound paper format and three (3) in CD-ROM electronic format. These instruction books shall be available in a *.PDF (Portable Document Format) format to be read with the Adobe Acrobat Reader software. There shall be no restrictions or licensing requirements for information provided as reference or used for training purposes.

The logging recorder manufacturer (if other than the Proposer) shall maintain a complete set of original, customized LFUCG reference documentation for the system, to be supplied upon request as individual replacement sheets or complete replacement manuals. The manufacturer shall certify that this support will be available.

Prior to system acceptance and subject to field review, the Proposer shall provide customized "As-Built" drawings for the logging recorder subsystem equipment supplied in response to this specification. Three (3) sets of documents with reproducible drawings shall be supplied. There (3) CD-ROM copies shall be supplied with all as-built files provided in both original file format (e.g., MS-

Word, Excel, Visio, AutoCAD, etc.) and in *.PDF format (Portable Document Format). There shall be no restrictions or licensing requirements for information provided as reference or used for training.

Operational, Technical and User Training

The Proposer shall fully describe all proposed and available training courses. This shall include, at a minimum, classroom style instruction, operational style classes, a detailed training plan, description of available training material, resume of potential course instructors and a customer reference list of trained personnel (to include: names, telephone numbers, company, and system description).

The Proposer shall train LFUCG employees, LFUCG contractors, and LFUCG designees. The training shall include Logging recorder configuration and management. The Proposer shall permit videotaping of

training sessions for use within the LFUCG for re-fresher training. All written and presentation training materials shall become property of LFUCG.

Field Acceptance Testing

At the time that all equipment and subsystems are functioning as designed in the field, LFUCG shall inspect and witness the testing of the equipment as it is field-installed, cabled, tested, and burned-in per the agreed-upon field acceptance ATP. If the field ATP fails to meet LFUCG's expectations, another date for re-testing and customer witness shall be set to repeat the event solely at the Proposer's expense which includes all logistical costs to reproduce the field ATP. The LFUCG's team and system Proposer's representatives shall conduct these acceptance tests and inspections as defined.

The results of the tests and the associated punch list of outstanding items to be completed or re-tested shall be signed by both parties and forwarded to the LFUCG for review and acceptance. The outstanding items shall be resolved within seven (7) business days and these items shall be re-tested at no additional expense to the LFUCG. If the outstanding items influence other previously performed tests, then re-testing of those tests also shall be included. Final acceptance of each individual subsystem shall include, but not be limited to, the list of tests and inspections contained in the following sections.

The acceptance testing for all systems shall consist of a series of tests, inspections, and verifications that demonstrate the functionality of the system provided and as specified in this document. The ATP shall cover all field testing procedures and those inspections that shall be made in order to show Proposer compliance to the solicitation specifications as well as define each and every required subsystem interface.

All system equipment that comprises the proposed network shall be configured and installed in a manner conducive of testing hardware and software prior to beginning the field ATP. All optimization procedures shall be executed prior to conducting the field ATP and the final as-built documentation shall be complete and ready for LFUCG review.

Warranty Maintenance and System Support

The Proposer guarantees that all equipment supplied pursuant to this solicitation will be new and of first quality throughout. The Proposer shall warrant that the System shall be free of Errors and Bugs. The system warranty shall commence on the day that the LFUCG grants final system acceptance. The Vendor shall provide the Services specified in Maintenance.

All items (material and labor) shall be warranted for a minimum of one (1) year after the date of final system acceptance, unless otherwise specified in the specification. This warranty shall include repair or advanced replacement of any defective equipment, system, subsystem, hardware and/or software which becomes defective through normal wear and usage or is deemed as such between the LFUCG and the Proposer.

When parts under warranty are replaced, the LFUCG requires that the replacement part also be new and not factory-refurbished. The Proposer shall fully integrate and test all spare parts prior to final system

acceptance. No replacement parts shall be integrated that provide less functionality or diminished capacity than the original equipment to be replaced. A new twelve-month warranty period should begin when a new part is installed as a replacement to a defective part under warranty. All warranty and maintenance issues shall be tracked by the Proposer and its service organization using an electronic database that the LFUCG can query at any time.

Proposer support is defined as the ability of the Proposer to remedy to LFUCG satisfaction any hardware and/or software problem with any equipment and services provided as part of this offering. Proposer support shall take the form of a 24x7x365 technical support hotline, two-hour on-site response time, advanced board replacement, product engineering, field service technicians, and field engineering. Proposer support also requires the Proposer to be able to provide new and/or equivalent spare/replacement hardware and software equipment for the proposed offering for not less than four (4) years from the date of final system acceptance. Equivalent spare/replacement hardware and software provided during the entire support timeframe shall not necessitate any platform upgrade or subsystem reconfiguration.

System Software and Hardware Warranty

The equipment supplied pursuant to this solicitation and any subsequent agreement is warranted by the Proposer to be free from defects in materials, workmanship and otherwise for one year from final acceptance of the proposed system unless otherwise provided in this solicitation and any subsequent agreement.

The Proposer shall warrant that the system and each component of the system shall perform in strict accordance with the requirements of this solicitation and any subsequent agreement and shall be completely free of system defects, including latent defects for at least one year after the date of final system acceptance. Unless otherwise provided herein, all equipment shall be warranted for a period of one year after the date of final system acceptance. The warranty period for non-Proposer manufactured equipment is as specified by its manufacturer, but not less than one year after the date of final system acceptance. The Proposer maintains sole responsibility for settling and coordinating all warranty issues with OEM Proposers on behalf of LFUCG throughout the entire warranty and maintenance period.

The proposed system release/platform being offered shall not be the last of its type or version regarding future software and hardware compatibility. The next software release compatible with the system shall not require new hardware to support the existing functions of the system. If parallel system software development has been undertaken by the Proposer, and the software release in LFUCG's system is abandoned (no further development or support) or obsoleted, the Proposer shall completely upgrade LFUCG's system to the surviving software release at no expense to LFUCG.

At no additional cost to LFUCG, the Proposer shall provide and completely integrate all hardware, firmware, software releases or patches that are required to correct any latent functionality or software defect that may exist in the proposed system (including system failures resulting from software problems, functionality fixes, and software upgrades to LFUCG's system), for a four (4) year period from the date of final system acceptance. This responsibility is to include any upgrades to fixed network

equipment, and system management systems. For the life of the contract and the contract maintenance period, the Proposer shall provide, at a minimum, the opportunity to refresh software for all system equipment on a semi-annual basis to take advantage of enhancements and defect resolutions.

In the event a defect is found in another customer or field system that utilizes the same or similar release as LFUCG's system, the Proposer shall notify and advise LFUCG of the defect and when a new hardware, firmware, software release or patch will be available to correct the problem. At such time, LFUCG shall decide whether it will require an upgrade prior to observing the defect. Notification should occur regardless of whether LFUCG is currently affected by this defect. The Proposer shall be responsible for providing monthly product quality bulletins for all Proposer and OEM equipment and software contained in the proposed network in electronic fashion to LFUCG Project Manager and System Manager during the course of system implementation and the entirety of the warranty and contract maintenance phases.

The software release in LFUCG's system at the time of final system acceptance shall be the latest version available at the time of shipment from the Proposer's development and manufacturing facility. The Proposer assumes responsibility for all equipment and services to implement the latest system equipment software versions prior to final system acceptance. Under all warranties provided, all parts shall be replaced free of charge including labor. The Proposer may replace equipment, software, or components rather than repair them, at the Proposer's option.

Whenever defective work (and damage resulting from such a remedy) has been corrected, removed, or replaced under warranty, the warranty period with respect to such defective work shall be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

Equipment Support

The Proposer shall warrant support in the form of replacement parts for all system hardware and software equipment for four (4) years from the last date of manufacture of the product. The Proposer shall use commercially reasonable efforts to identify and to obtain replacement parts to meet or exceed LFUCG's specific maintainability requirements. The Proposer shall electronically issue all product cancellation notices to LFUCG Project Manager and System Manager throughout the entire system implementation and maintenance periods. The Proposer shall provide product cancellation notices within two weeks of the official announcement. These cancellation notices serve the basis for the four (4) year support guarantee. The Proposer is responsible throughout the project implementation and contract maintenance period for remedying and re-designing, at no cost to LFUCG, any system design affected by the cancellation of equipment or software which reduces the four (4) year product support guarantee. Prior to final system acceptance, no equipment or software shall be included with the system offering that has been identified or announced for cancellation.

Spare Parts Inventory

The cost of replacement parts shall be quoted as part of the Proposer's proposal. Parts pricing shall be in the form of a standard discount from the OEM or Proposer's list price equivalent to those provided to

dealers or Proposer-authorized service shops. This discount level shall be part of the attached pricing sheets. The Proposer also shall provide a comprehensive pricing matrix or book defining the OEM and Proposer list prices for all relevant hardware and software for the proposed system platform. This comprehensive pricing matrix shall serve as the definitive ordering guide for all future system equipment purchases. The parts pricing level shall remain intact for a period not less than four years following final system acceptance.

Spare parts required for this system shall include sufficient parts, modules and components to restore the system to full redundancy during a system or subsystem failure. The Proposer shall fully integrate and test all spare parts prior to final system acceptance. When not specifically addressed in this specification, the Proposer shall recommend and price accordingly the spares necessary to maintain the required availability levels for the various subsystems.

Warranty Maintenance Performance Levels

The Proposer shall provide all labor, parts, tools, and test equipment required for the maintenance of the system through the warranty period and any extensions thereof covered by a contracted maintenance agreement. The Proposer shall provide a recommended system management plan (personnel and location) to ensure operational efficiency, monitoring, and control. The Proposer also shall provide information regarding key personnel; training/specialization; number of personnel; equipment required for analysis and troubleshooting; optimization; and schedules for preventive maintenance.

The Proposer shall propose a yearly maintenance program for 3 years and to commence after the conclusion of the system warranty period. This maintenance plan shall include parts and labor; 24/7/365 infrastructure support; 2-hour response for Critical issues; 24-hour response for High Priority issues.

Severity Level, Problem Types

Critical - Response is provided continuously - Major System failure - Issues and problems that jeopardize or degrade any part of the System. - This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.

High Priority – Initial response during same standard business day - Significant System Impairment not to exceed 33% of system down - System problems presently being monitored - This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective

Non-critical - Intermittent system issues - Information questions - Upgrades/Preventative maintenance - This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue,

including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Proposals shall provide a complete description of the intended preventive maintenance methodology and shall specify the frequency of preventive maintenance required for all proposed equipment and systems. Preventive maintenance shall be performed according to a schedule that is mutually acceptable to LFUCG and the Proposer. The Proposer shall include in its proposal an example of an actual, completed preventive maintenance regimen representative of what will be provided with the proposed system and corresponding maintenance phases. The schedule shall be consistent with the operation requirements of LFUCG and shall be based upon the specific needs of the equipment being maintained.

The Proposer shall include in its proposal a description of any remote administration and maintenance service arrangements that will be provided with the proposed system. The qualifications and individual resumes (noting years of experience, training, schooling/degree, customer references, etc.) of all proposed maintenance service provider staff shall be provided in the Proposer's proposal response. All service providers may be required to submit to routine background investigations conducted by LFUCG to ensure system integrity in concert with security policies and initiatives. In the pricing response, the Proposer shall quote the annual costs for comprehensive, turnkey system maintenance for all proposed equipment for a period of three (3) years following final system acceptance noting all available discounts, incentives, and economies of scale. The Proposer also shall include a standard contractual service agreement and associated comprehensive, detailed statement of work with the maintenance quotation.

Maintenance Documentation

The Proposer shall furnish to LFUCG enough equipment and maintenance manuals and customized system drawings of commercial standard with sufficient information included therein so that an average technician or engineer with basic electronic knowledge and experience, but unfamiliar with the system, will be able to define its operations and perform corrective and preventive maintenance. The manuals shall note in detail any special circuitry, special wiring, special interfacing, special tools/instruments and custom or non-standard procedures required to operate, maintain, and install any of the equipment furnished under this solicitation and any resulting agreement. All documentation shall be specifically applicable and customized to the system, except documentation for standard issue equipment which may be standard issue documentation. The Proposer shall warrant that any inability of County or subcontracted technicians or engineers to perform corrective and preventive maintenance on the scheme caused in whole or in part by the Proposer's failure to provide accurate or sufficient information in provided manuals will cause the Proposer to be liable for damage if such failure results in damage to or interruption of the system.

Scoring Criteria

1. Specialized experienced and technical competence of the person or firm with the type of service required. 25 Points
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 20 Points
3. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling. 10 Points
4. Familiarity with the details of the project. 25 Points
5. Degree of local employment to be provided by the person or firm. 5 Points
6. Estimated Cost of Services. 15 Points