

INVITATION TO BID

Bid Invitation Number: **10-2014**

Date of Issue: **01/15/2014**

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **01/29/2014**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

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

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: various locations, Lexington, KY

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

Quantity	Commodity/Service
Price Contract	Security Cameras and Equipment

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

Submitted by: _____
Firm Pomeroy
Address 1020 Petersburg Road
Hebron, Ky 41048
City, State & Zip

**Bid must be signed:
(original signature)**

Technical Solutions Etc.
Signature of Authorized Company Representative – Title
Matt Perry
Representative's Name (Typed or printed)
859-316-7415 1-866-569-3837
Area Code - Phone - Extension Fax #
Matt.Perry@Pomeroy.com
E-Mail Address

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

AFFIDAVIT

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

1. His/her name is Matt Perry and he/she is the individual submitting the bid or is the authorized representative of

Pomeroy

the entity submitting the bid (hereinafter referred to as "Bidder").

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

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

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

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

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

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

Further, Affiant sayeth naught.

[Signature]

STATE OF Kentucky

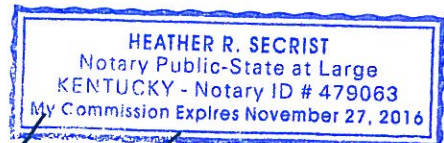
COUNTY OF Boone

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

by Matt Perry, T.S.E. on this the 29th day

of January, 2013. 2014

My Commission expires: 11/27/2014



Heather R. Secrist
NOTARY PUBLIC, STATE AT LARGE

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

I. GREEN PROCUREMENT

A. ENERGY

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

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

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

Key Benefits

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

B. GREEN SEAL CERTIFIED PRODUCTS

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

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

C. GREEN COMMUNITY

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

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

Yes No

GENERAL PROVISIONS OF BID CONTRACT

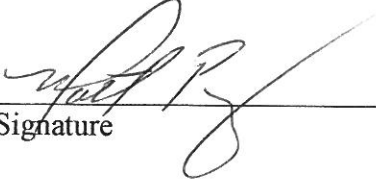
By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

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

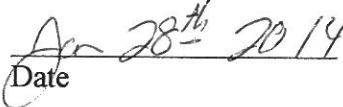
11. **Agreement to Bid Terms:** In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the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

against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature



Date

EQUAL OPPORTUNITY AGREEMENT

The Law

Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

Section 503 of the Rehabilitation Act of 1973 states:

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

Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:


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

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

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

Bidders

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



Signature



Name of Business

Response

Security Cameras and Equipment

The purpose of this bid is to establish a price contract for a single vendor to provide security components including cameras and related equipment, installation of new equipment, and relocations of existing equipment at various locations in the LFUCG.

Pomeroy has read and understands the above requirements.

Equipment

Listed on the attachment is a description of anticipated equipment. Provide pricing as indicated. All new cameras must interface with existing digital recording equipment. There is no guarantee of quantities of any equipment. No substitution of equipment manufacturer will be accepted.

Pomeroy has read and understands the above requirements. We have included manufacturer product specifications immediately following the tab labeled “**Product Specs**”.

Labor

Provide your labor rate to perform installations and relocations of equipment on the attachment. No additional travel time charges will be paid.

Pomeroy has read and understands the above requirements. We have included our labor rate in our pricing.

Company History

Provide a brief history of your company and its primary focus. Provide a list of three references along with contact names and phone numbers.

Founded in 1982, Pomeroy began as a retail store providing personal computers and software to customers. Initially employing 20, the company has since expanded with its broadened focus: optimizing the IT infrastructure.

In April 1992, Pomeroy completed an Initial Public Offering and in the years following, acquired over 20 different companies, expanding its portfolio of services. In a public-to-private transaction that closed in November 2009, Pomeroy became part of the Platinum Equity portfolio of companies.

Today, Pomeroy employs over 3,700 in the United States, Canada and Western Europe. Headquartered in the suburbs of Cincinnati, OH, Pomeroy’s three-building, 20-acre campus is home to all corporate operations including its sales, service operations and delivery, human resources, and financial functions. Three hundred ITIL and HDI-certified analysts within Pomeroy’s 24,000 sq. ft. Global Service Center are available to service desk clients and their end-user customers 24/7/365. Its 170,000 square foot distribution center is ISO 9001:2008 certified.

Pomeroy is a leader in designing, implementing, and supporting – in short, optimizing – technology-based solutions for its clients. Extensive industry knowledge, flexibility and a dedication to innovation give its professional, highly certified staff the ability to create custom solutions to solve our clients’ information technology challenges. Pomeroy services are scalable, suited to projects of any size.

Pomeroy’s capability as an end-to-end services and technology provider sets it apart as a unique, one-stop alternative to IT self-management. Clients served include Fortune 100 companies, as well as government and mid-market clients. We help our clients realize their business goals and objectives by using information technology to simplify complexities, increase productivity, reduce costs, and improve profitability.

References

As a courtesy to our clients, Pomeroy does not publish client telephone numbers or email addresses. To arrange a call with any of the following references, contact your account executive Lynné C. Fosson at 859-338-1670.

KY Juvenile Justice

Contact and Title	Bill May, IT Manager
Description	Pomeroy has worked with Juvenile justice for 5+ years providing a wide-range of Axis IP-based security cameras. Additionally, we have assisted on a limited basis with consulting, cabling, and implementation of the IP video camera solutions at select KY Juvenile Justice facilities.

Pulaski Co Board of Education, Somerset, KY

Contact and Title	John Haynes, IT Director
Description	Pomeroy installation and support team has installed and supported technology implementations into the county-wide school system. Pomeroy has provided procurement services, installation and implementation of various technologies for this customer.

Warren Co Schools, Bowling Green, KY

Contact and Title	Robert Forsythe, CIO
Description	Pomeroy installation and support team has installed and supported technology implementations into the county-wide school system. Pomeroy has provided procurement services, installation and implementation of various technologies for this customer.

Installation

Describe installation process and time requirements to perform the work upon issuance of a purchase order.

Upon receipt of valid PO, materials will be ordered. Once all materials are received, Pomeroy Project Manager will schedule the installation with LFUCG personnel. Installation should be scheduled within five (5) business days of receipt of materials.

The length of time for each installation will vary depending upon the project and scope. Factors will include if the installation is inside vs. outside, weather, distance of cabling lines to drop, and types and thickness of walls to work with. Another factor includes the type of peripherals that are required to be installed with cameras.

Upon completion of an installation project, Pomeroy personnel will clean up and dispose of all packing materials, etc.

Training

Describe initial training and support that will be provided.

The amount of training required will depend upon the scope of the engagement and any new equipment included. Training provided will include familiarization of personnel to any new feature / functions of cameras and peripheral equipment.

Maintenance

A 12 month warranty must be provided for new equipment. If annual maintenance plan is available on new equipment, please provide cost after first year.

All equipment comes with a 12 month warranty. Information on the manufacturer's warranties is included immediately following the tab labeled **Warranty**.

Pricing – Equipment Only

Description	Part #	Price Ea. Indoor	Price Ea. Outdoor
Pelco Indoor Day/Night Dome Camera	IS2-DWSV8S	\$336.00	
Pelco Indoor IR Dome Camera	FD5-IRV10-6	\$267.60	
Pelco Scanner Mount Wall Style	PSWM	NB	
Pelco Pan Tilt	PT570P	\$705.24	
Pelco Wall Mount for Pan Tilt	WM200	\$78.03	
Pelco Matrix Controller	CM6700-MXB4	\$907.20	
Pelco PTZ Joystick	KBD300a	\$660.00	
Pelco PTZ Wiring Kit	KBD KIT	\$37.53	
Toshiba Color by Day Camera	IK6210A	\$110.70	
CBC 3.5-8mm Auto Iris Lens	TG3Z2910F	\$30.78	
Cambridge BNC Connection Crimp	CP802	\$1.38	
Altronix 16 Camera Power Supply	ALTV2416600ULCB	\$206.40	
UL-Tree 24v40v Transformer	XF2440Y	\$8.10	
Wren Assoc 12" Smoked Dome Housing	OH121TL	NB	
GE Interlogix Web Browser DVMR	TVR-1116-2T	\$925.80	
Coax Camera Cable with Power		\$226.80	
BNC Cable Connectors	CP882	\$1.24	
Wavereader software and Updates		NB	
Covert Memo Cam and Accessories	MCZB	\$498.33	
Aiphone Audio Master Station	AX-8M	\$239.76	
Aiphone Color Video Door Station	AX-DVP	\$399.33	
Aiphone AX-DV with Standalone Card	AXDXP	\$535.97	
Aiphone Amplified Station 2 Gang	AXSS	\$190.08	
Infrared Camera Interior (Bosch)	VTI-218V03-2	\$248.40	
Infrared Camera Interior (Bosch)	VTI-218V03-2		\$248.40
Replacement Fuses for Pelco Cameras	FS01-0411-1251G	\$0.90	

Pricing – Labor Including Installation Equipment Relocation / Training

Hourly Labor Rate to Install/Relocate Equipment

\$39.00 per man hour

Pricing Assumptions

Pricing Assumptions have been made in the preparation of this bid. If any of these assumptions prove untrue the pricing stated above may be affected.

Labor rate is per technician hour. Labor is for 'labor' only and does not include materials, consumables, or use of lift or bucket truck.

Warranty Information

Pomeroy offers warranty information from all selected manufacturers. All equipment comes with a 12 month warranty.

Product Specs

Pomeroy offers the manufacture spec's for all products as contained in the pricing guide.

POMEROY

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Lexington Fayette Urban County Government Security Cameras and Equipment

Pomeroy

Matt Perry
Technical Solutions Executive
Phone: 859.586.0600 x1176
800.846.8727 x1176
Cell: 859.816.7415
Fax: 866.308.3181
Email: Matt.Perry@pomeroy.com

Corporate Office

1020 Petersburg Road
Hebron, Kentucky 41048
www.pomeroy.com
Phone: 859.586.1515
Toll-Free: 800.846.8727
Fax: 859.586.4414
Federal Tax ID: 61-1352158

Delivery Information

Due Friday January 28, 2014 before 2:00 PM
Provide one signed original.

Label outside of envelope:

Bid on #10-2014 Security Cameras and Equipment

Mail or Hand Deliver Copy to:
Division of Central Purchasing
200 East Main Street, Room 338
Lexington, Kentucky 40507

Proposal Format

In our proposal, we have included your questions in Italics Gray Shaded type. Our responses immediately follow your questions in Normal Black type.

POMEROY

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January 28, 2014

Pomeroy
1020 Petersburg Road
Hebron, KY 41048

Dear Ms. Slone,

Pomeroy is pleased to submit this proposal to Lexington Fayette Urban County Government for the Bid on #10-2014 Security Cameras and Equipment. We have very much appreciated the opportunity to be your business partner over the past two (2) years while providing the camera equipment and installation service. We look forward to the opportunity to continue our partnership and while providing you exceptional service and cost effective pricing.

Pomeroy understands that you are searching for vendor to provide security cameras, equipment and installation for indoor and outdoor cameras. In addition:

- All equipment must have a 12 month warranty
- Worksites must be cleaned after installation
- Training the personnel regarding new features / functions of the installed equipment is mandatory
- Compliance to the stated requirements in this bid is mandatory.

You will receive the requested equipment and services above in full compliance to the stated requirements in this bid. In addition, we provide added value, scheduling flexibility, personal service and continual service improvement throughout the contract.

This proposal is valid for 60 days. Please feel free to contact me immediately if you have any questions or seek additional information. We look forward to hearing your selection results for Bid on #10-2014 Security Cameras and Equipment.

Sincerely,

Matt Perry

Matt Perry
Technical Solutions Executive

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Bid Forms

Pomeroy has completed and included the bid and addendums immediately following this page.