

Area Development Fund - Application
Kentucky Department for Local Government

Project Information

Project Title: FY17 and FY18 ADF KIPDA Siren Project

Total Amount Requested: \$67,666.23

Total Project Cost: \$67,666.23

County: Jefferson

ADD: KIPDA

Type of Project (ex: construction, purchase of equipment, etc.): Purchase 3 Outdoor Warning Sirens and ancillary equipment and supplies i.e. pole(s), batteries, electrical supplies etc. and install. There is currently no Outdoor Warning Sirens at the proposed locations.

Start Date: 12/26/17

End Date: 9/30/2018

Grantee Information

Legal Applicant/Funding Recipient: Louisville/Jefferson County Metro Government

Mailing Address: 410 South 5th Street, 3rd Floor

City, State, Zip: Louisville KY 40202

Email: jim.mckinney@louisvilleky.gov

Phone: 502-572-3458

Official's Name/Title: Jim McKinney Project Coordinator

Project Contact

ADD Contact Person: Jarrett Haley

Mailing Address: 11520 Commonwealth Drive

City, State, Zip: Louisville, KY 40299

Email: Jarrett.Haley@kipda.org

Phone: 502-266-6084 ext. 107

Detailed Scope of Work

Provide a description of the project detailing all relevant project information, including but not limited to, the proposed project activities, a justification for project funding, any needs to be addressed by the project expected results and public benefit to be derived from the project. Additional pages may be added if needed.

Purchase 3 Outdoor Warning Sirens, and ancillary equipment and supplies i.e. pole(s), batteries, electrical supplies etc. and install said sirens. There is currently no Outdoor Warning Sirens at the proposed locations; I264 @ US42, Parklands and Polo F (see attached map). Assuming sites meet installation requirements i.e. electrical service access for maintaince etc.

**ADF Application
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Project Funds

List project funds that will be used for project completion.

Funding Source	Status	Amount
<u>FY17 and FY18 ADF</u>	<u>open</u>	<u>\$ 67,666.23</u>
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Signature

Please attach the following and sign to certify that all information is complete and correct.

- Statement of Assurances
- Detailed Cost Estimates
- Public Bid Documentation (required if **TOTAL** project cost is over \$20,000, not just ADF portion)
- ADD Board Minutes Approving Project

To the best of my knowledge and belief, the information in this application is true and correct.

I am aware that the proposed project may be removed from further consideration should it be determined that there are significant discrepancies in the information provided, and/or false, inaccurate or incomplete information has been given.

Signature:  Date: 12/21/2017

Kentucky Department for Local Government
1024 Capital Center Drive, Suite 340 · Frankfort, KY 40601
Phone: 502-573-2382 · Toll Free: 800-346-5606 · Fax: 502-573-0175 · www.kydigweb.ky.gov

**Area Development Fund - Statement of Assurances
Kentucky Department for Local Government**

Name of Project: FY17 and FY18 ADF KIPDA Siren Project

Name of Property Owner: Louisville/Jefferson County Metro Government

Designated Beneficiary Agency: Emergency Services/Emergency Management Agency

Statement of Nature of Project:

Purchase Three (3) Outdoor Warning Sirens and ancillary equipment and supplies i.e. pole(s), batteries, electrical supplies etc. and install. There is currently no Outdoor Warning Sirens at the 3 proposed locations; 1264 @ US42, Parklands and Polo Fields (see attached map). Assuming sites meet installation requirements i.e. accessibility, electrical service, safe access for preventive maintenance etc., should site(s) prove adverse additional site(s) will be identified and replaced.

The designated beneficiary agency of the above capital project hereby executes the following assurances to the Commonwealth of Kentucky concerning the property described below, which is the subject of the capital.

Description of Property (legal description of property owned by deed or lease; specifications on equipment projects; and boundry description of utility line projects):

Not Applicable

ADF Statement of Assurances

Page Two

Source of Title (Include book and page number of deed):

1. All property required for the capital project or acquired by or through the capital project will be used for public purposes for the life of the property.
2. No encumbrance of any kind will be placed on the project during the life of the project if financed in full with Area Development Funds, unless the project is for industrial development purposes.
3. The beneficiary agency shall:
 - A. Cause work on the project to commence within a reasonable time after receipt of approval.
 - B. Notify the Department for Local Government (DLG) of any delay in completing the project.
 - C. Submit a Project Completion Report, with appropriate support documents, to DLG through the Area Development District within a reasonable time after completion of the project.
 - D. Keep and maintain complete and accurate records of account of all expenditures of the grant monies, which shall be subject to audit by the Commonwealth, for a period of five (5) years after completion of the project; and
 - E. Return promptly any grant monies not required after all costs of the capital project have been paid by the beneficiary agency. Funds shall be returned by check payable to the Kentucky State Treasurer.

It is understood that the truth of these assurances are essential conditions to the approval of the project by DLG and the expenditure of public money from the fund and that DLG is relying thereon in the approval and implementation of the project, and that these assurances are subject to the provisions of KRS 523.100.

IN WITNESS WHEREOF, above assurances are executed by

(Beneficiary Agency)

This the _____ day of _____, 20____

(Chief Executive Officer)

COMMONWEALTH OF KENTUCKY

County of _____

The undersigned County Clerk, in and for the Commonwealth of Kentucky aforesaid, hereby certifies that the foregoing Statement of Assurances was this day lodged in my office to be, and has been, recorded in _____ Book _____ Page _____.

This the _____ day of _____, 20____

(County Clerk)

ADF Statement of Assurances

Page Three

This Instrument was prepared by:

_____ ADD Staff Member

Name: _____

Title: _____

Agency: _____

Address: _____

Return Recorded Instrument to:

Name: _____

Title: _____

Agency: _____

Address: _____

Granting Party:

ADD: KIPDA
_____ Area Development Fund

Name: _____

STATE OF KENTUCKY

COUNTY OF _____

I, the undersigned Notary Public in and for the State and County aforesaid, hereby certify that the foregoing was produced to me in said County and State by _____, personally known to me to be the Program Director mentioned in the foregoing, and that the Executive Director acknowledged before me the execution of said instrument to be their free act and deed.

IN TESTIMONY WHEREOF, witness by signature and notarial seal this _____ day of _____, 20_____.

(Notary Public)

My commission expires: _____

FY17 and FY18 ADF Application

Outdoor Warning Sirens Project

Budget

A. Materials

<u>Item</u>	<u># of Units</u>	<u>Cost per Unit</u>	<u>Total Cost</u>
Federal 2001- 130 Electromechanical Siren	3	8,360.00	25,080.
Federal DCFCTBD Siren Control	3	6,494.58	19,484.
Federal 2001TRBP Transformer Rectifier	3	1,951.30	5,854.
Federal OMNI-4 Antenna	3	400.00	1,200.
Federal AMB-P Antenna Mounting Bracket	3	150.00	450.
60' wood Pole	3	1500.00	4,500.
Delco M24MF Battery	16	150.00	2,400.
Misc. Supplies; wire, conduit, hardware	1	2,700.00	2,700.
Radio	3	1,000.00	3,000.
		<u>Materials Subtotal</u>	<u>\$ 64,668</u>

B. Labor

<u>Description</u>	<u># of Units</u>	<u>Cost per Unit</u>	<u>Total Cost</u>
Misc. Electrical Fees (LG&E KU)	1	\$ 3,000.	\$ 3,000.
		<u>Subtotal</u>	<u>\$ 3,000.</u>

Total Estimated Project Cost \$ 67,668.00

Exhibit "A"

FY17 and FY18 ADF Application

Detailed Scope of Work

Lack of Siren coverage in highly populated newly developed areas of the county. These areas include large residential, multi-family, patio homes, condominiums, business /office parks, industrial centers, nursing homes and hospitals, experiencing rapid mixed -development

Purchase three (3) Outdoor Warning Sirens and ancillary equipment and supplies i.e. pole(s), batteries, misc. electrical supplies etc. and install. There is currently no Outdoor Warning Sirens at the proposed locations; I264 @ US42, Parklands and Polo Fields (see attached map). Assuming sites meet installation requirements i.e. accessibility, electrical service, safe access for preventive maintenance etc., should site(s) prove adverse additional site(s) will be identified. It is

The public relies on emergency preparedness in times of disaster situations. A major factor affecting the delivery of the emergency services to the public is the availability of early warning. The installation of these Outdoor Warning Sirens will ensure the public has coverage available to them. This decreases the risk that emergencies are worsened due to second-order effects of lack of infrastructure (no siren coverage). If the ability to warn the general public, this could result in more casualties and injuries from a disaster. The Outdoor Warning system enhances Louisville Metro's ability to provide warning for Tornados, Sever Storms, HazMat and Civil Emergencies during the times needed most to address Louisville Metro's Hazard Mitigation Plans.

It is critical these unserved areas have early warning capability. Louisville Metro Government clearly recognizes the importance of Early Warning coverage for the residents, workers, students and visitors in these areas.

Louisville Jefferson County Metro Government

EMA



ROTATING SIRENS AND ACCESSORIES

REQUEST FOR PROPOSAL

RFP # 180008

REQUEST FOR PROPOSAL

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SECTION 1

INSTRUCTIONS TO PROPOSERS

1.1 Introduction

The Louisville/Jefferson County Metro Government ("Metro Government") is now accepting Proposals for outdoor siren warning systems.

The process of accepting Proposals and choosing the successful proposer shall be by sealed Requests for Proposals ("RFP's") using the competitive negotiation process under KRS 45A.370. The Metro Government, if it chooses to award a contract based on this Proposal, shall do so on the basis of the Proposal which is most advantageous to it based upon the Evaluation Criteria set forth herein. (KRS 45A.370(5)).

The Metro Government finds that a purchase through competitive negotiation is necessary because Specifications cannot be made sufficiently specific to permit an award on the basis of either the lowest bid price or the lowest evaluated bid price.

The Metro Government shall conduct written or oral discussions with all responsible proposers who submit Proposals determined in writing to be reasonably susceptible of being selected for award, except as otherwise provided by law. Where the Metro Government can clearly demonstrate and document from the existence of adequate competition or accurate prior cost experience with the particular supply, service or construction item, the Metro Government may make an award on the basis of the original submitted Proposals.

1.2 Considerations Prior to Submitting a Proposal

1.2.1 Revenue Commission

If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful Proposer, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of a contract.

You must provide your Revenue Commission Number on the Proposer Information and Proposal Signature Document, unless you do not yet have one. Contact the Louisville Metro Revenue Commission at (502) 574-4860 for information related to obtaining an account number or verifying current compliance.

1.2.2 Human Relations Commission

There are two affirmative action requirements which apply to Metro Government Contracts: a) Affirmative Action in Employment and b) Affirmative Action in the subcontracting of Minority, Female and Handicapped-owned businesses.

1.2.2.1.1 Affirmative Action in Employment

1.2.2.1.2 The Louisville Metro Human Relations Commission ("HRC") is required determine whether contractors' employment policies assure employment opportunities are available to all citizens without regard to race, color; religion, national origin, marital status, handicap, sex, sexual orientation or gender identity, or age.

- 1.2.2.1.3 To make this determination, the HRC will make an inquiry of the successful Proposer pursuant to Louisville Metro Ordinances Section 37.27.
- 1.2.2.1.4 If you are contacted by Purchasing Division staff notifying of award, and you have not already been "HRC Prequalified", you will need to contact the HRC at 502-574-3631 for information and assistance on procedures to follow in becoming approved and qualified.
- 1.2.2.1.5 Proposer acknowledges that the resulting Agreement from this RFP is subject to Louisville/Jefferson County Metro Government Ordinances §37.25-§37.36 and failure to comply with the terms of those Ordinances will be cause for suspension, termination or cancellation of a contract executed hereunder, or rejection of Proposer's Proposal.
- 1.2.2.1.6 Affirmative Action in Subcontracting
 - 1.2.2.2.1 Generally, either a Proposer will use subcontractors or it will do all the work itself.
 - 1.2.2.2.2 If Not Using Subcontractors, you must complete and sign Form GFE-1, which is included with this Proposal in the HRC's "Good Faith Efforts Requirements" document, to indicate work will be self-performed.

Failure to include a completed Form GFE-1 with your proposal will cause the proposal to be rejected and deemed nonresponsive.

- 1.2.2.2.3 If Using Subcontractors, you must follow the instructions and complete the forms in the "Good Faith Efforts Requirements" document included with this Proposal. This includes but is not limited to making the required good faith effort, as that term is defined in the document.

1.3 Preferences

1.3.1 Minimum Wage Preference

- 1.3.1.1 Per Louisville Metro Ordinance Chapter §37.56, preferences shall be given to businesses, which provide their employees a minimum wage equal to or exceeding the minimum wage set forth in §37.55 ("minimum wage business") which is currently \$10.10/hour. This minimum wage rate is the rate set by Louisville Metro Council for all full-time Louisville Metro employees.
- 1.3.1.2 If a business provides its employees at least \$10.10/hour, regardless of location or position, the offer price in the Proposal shall be reduced by 5% for the purpose of determining which offer is most advantageous to Metro Government.
- 1.3.1.2 If this Proposal is for services, and the business intends to use subcontractors to perform all or part of the work required under the contract, the business shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.
- 1.3.1.3 If a business receives the Minimum Wage Preference and is awarded a contract under this Proposal, then it must post a sign of the \$10.10 minimum wage rate in a conspicuous place and manner so as to inform employees and the public of your minimum wage policy.
- 1.3.1.4 If you certify your business as a minimum wage business, are subsequently awarded a contract, and the Metro Government discovers you do not pay your employees at least \$10.10 per hour, your business will be liable to the Metro Government for 30% of the amount of the contract awarded.

1.3.1.5 You must complete the Minimum Wage Preference Certification on the Proposer Information and Signature Page included in this Proposal.

1.3.2.6 Local Vendor Preference

The Metro Government gives Proposals submitted by local vendors a preference.

1.3.2.1 To qualify as a local vendor, a company must:

1.3.2.1.1 Be established in the Louisville Metropolitan Statistical Area ("MSA"), as defined by the United States Census Bureau for twelve (12) consecutive months.

1.3.2.1.2 Possess a current Louisville Revenue Commission account number.

1.3.2.1.3 Have its headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least twelve (12) consecutive months prior to the broadcast date of this Request for Proposal.

1.3.2.1.4 Determine whether the City or County within the Louisville MSA in which your business is located has the required reciprocal ordinance which recognizes business located within the Louisville MSA as local businesses for the purpose of a procurement preference. If that City or County does have such an ordinance, you must include a copy of that document in your response to this RFP.

1.3.2.1.5 Utilize local businesses to furnish at least 75% of the services under a contract awarded hereunder unless such services are not available locally.

1.3.2.1.6 If the Metro Government determines your business is a local business, based on the standards described here, then your business shall receive a 5% reduction of the total amount you propose or 5 points added to your evaluated Proposal total, depending on the type of proposal evaluation process the Metro Government has decided to use.

1.3.2.1.7 If the Metro Government concludes your business is a local business for the purposes of this Proposal, and that determination is based on false information, the Proposer shall be subject to a fine equal to 25% of the price quoted in this Proposal.

1.3.2.1.8 Any petition challenging the designation or award of local vendor preference shall follow the procedures set forth in LMCO §37.03.

1.3.3 Kentucky Statutory Preferences

The Commonwealth of Kentucky requires the Metro Government to apply certain purchasing preferences as set forth in Kentucky Revised Statutes ("KRS") Sections 45A.470, 45A.490, 492 and 494.

1. Kentucky Correctional Industries: Products made by the Department of Corrections, Division of Prison Industries, shall receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. (KRS 45A.470, 200 KAR 5:410)

2. Qualified bidder status: Kentucky Industries for the Blind, Incorporated, any nonprofit corporation that furthers the purposes of KRS Chapter 163, or a qualified nonprofit agency for individuals with severe disabilities as described in KRS 45A.465(3) shall receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation.

a. A bidder claiming *qualified bidder status* shall submit along with its response to a solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder. The required affidavit form can be obtained by going to Metro Louisville Metro Government's Purchase webpage: <https://louisvilleky.gov/government/management-budget/purchasing>.

3. Reciprocal Preference (KRS 45A.490-494)

a. **KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.**

1. "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and

2. "Public agency" has the same meaning as in KRS 61.805.
- b. **KRS 45A.492 Legislative declarations.** The General Assembly declares:
 1. A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
 2. Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.
- c. **KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.**
 1. Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
 2. A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - a. Is authorized to transact business in the Commonwealth; and
 - b. Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
 3. A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
 4. If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
 5. This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
 6. The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
 7. The preference for resident bidders shall not be given if the preference conflicts with federal law.
 8. Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

A notarized affidavit form for Bidders, Offerors, and Contractors Claiming *Resident Bidder Status* can be obtained by going to Metro Louisville Metro Government's Purchase webpage: <https://louisvilleky.gov/government/management-budget/purchasing> if a proposer wishes to include in their proposal. **Unless there are proposal from vendors from states that have a designated percentage or point procurement preference in that state, this preference will not apply.**

1.4 Proposal Submittal Requirements

- 1.4.1 All Proposals must be signed by a duly authorized officer, agent or employee of the Bidder (See the "Request for Proposal Signature Page" document). Bidder promises that the individual signing the Proposal document for the Bidder has the authority to bind the Bidder.
- 1.4.2 Louisville Metro Government uses a web-based portal for accepting and evaluating proposals digitally (<https://louisvilleky.bonfirehub.com/portal>). Sealed Proposals must be uploaded, submitted, and finalized prior to the closing at 3:00 P.M. on August 07, 2017. We strongly recommend that you give yourself sufficient time and at least ONE (1) hour before Closing Time to begin the uploading process and to finalize your submission. If you have any technical questions related to your submission, please contact Bonfire at Support@GoBonfire.com. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>.

- 1.4.3 The Metro Government shall not consider for award Proposals received after 3:00 P.M. deadline on **August 07, 2017**.
- 1.4.4
- 1.4.5 Any inquiries about this RFP shall be addressed in writing on the Bonfire portal.
- 1.4.6 Changes, Clarifications, Errors, Addenda:
 - 1.4.6.1 Should a prospective Proposer find a discrepancy in or omissions from the specifications or be unclear as to what the specifications mean, the Proposer shall notify Metro Purchasing through the Bonfire portal. The Buyer will provide written clarification to all prospective Proposers. Proposer agrees that the Metro Government will not be responsible for any oral instructions.
 - 1.4.6.2 Clarification of Submittal: The Metro Government may obtain clarification or additional information from a Bidder.
 - 1.4.6.3 Changes/Alterations: Proposer may change or withdraw its Proposal at any time prior to Proposal closing date and time.
 - 1.4.6.4 The Proposer must respond as required in this Proposal; failure to make any required response or provide required information may cause rejection of the Proposal as nonresponsive.
 - 1.4.6.5 Once this Proposal has been signed by Proposer and officially submitted to the Purchasing Department of the Metro Government, Proposer will not be allowed to alter or withdraw its Proposal except with the written permission of the Director of Purchasing.
 - 1.4.6.6 Addenda: The Metro Government may issue an addendum, or addenda, changing some aspect of the Proposal. All addenda, if any, shall be considered in making the Proposal, and such addenda shall be made a part of this Proposal. 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 Proposal any such addenda may result in disqualification of that Proposal.
- 1.4.7 Plans and specifications, if applicable, may be ordered from:

Lynn Imaging
11460 Bluegrass Parkway
Louisville, KY 40299
(502) 499-8400

There will be a charge for the plans and specifications. When ordering the plans check with Lynn Imaging for the exact cost. Plans and specifications may not be obtained from the Louisville Metro Purchasing Office.

- 1.4.8 The Metro Government shall not permit a Proposer to withdraw its Proposal for sixty (60) days after Proposals are opened, unless the Metro Government makes a specific exception in writing. Further, Proposal prices shall be firm for a minimum of six (6) months after the Proposal closing date.
- 1.4.9 Metro Government shall not be responsible for any cost incurred by the Proposer in the preparation of its Proposal.
- 1.4.10 If the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

1.5 Buyer Information

Name: Jacqueline Banks-Lewis

Email: jacqueline.banks-lewis@louisvilleky.gov

Phone: 502-574-5912

SECTION 2

GENERAL SPECIFICATIONS

Emergency Management Agency/MetroSafe would like to initiate a Request for Proposal for outdoor siren warning systems.

The bidder must demonstrate full knowledge and understanding of the specifications and requirements for the warning system and meet all defined specifications. Louisville-Jefferson County EMA intends to purchase commercial, off-the-shelf (COTS) equipment from a proven qualified supplier.

Each proposal shall include all equipment, complete documentation (including product assembly drawings, operation manuals and wiring diagrams) with enough detail to support troubleshooting and preventive and corrective maintenance.

The Bidder shall supply pricing for:

- 1) (3) Rotating Sirens rated at 130dB(C) +/- 1dB at 100ft.
- 2) (3) AC/DC Siren Controllers with RTU and Transceiver and antenna system

BASIC REQUIREMENTS

1. The bidder shall supply (3) rotating electro-mechanical outdoor warning sirens with (DC) backup.
2. The Siren shall produce a Minimum **130dB(C) +/- 1dB(C)** at 100ft.
3. Minimum of two (2) signals.
4. Sirens must be able to operate on both AC and DC power. The AC operation with battery backup must allow the siren to operate from a 220/240 VAC power source without the use of the batteries. During a power failure, an automatic switch-over to battery operation must occur to maintain the siren's normal operation. **Must** include battery shut-off switch in battery cabinet.
5. Each siren must run on an automatic battery (DC) operated system consisting of four (4) batteries for siren and radio operation. The battery (DC) power source shall be pole mounted. Batteries must be deep cycle. Original and replacement batteries must be readily available at local retail sales establishments.
6. The Siren shall include two motors, one for producing the Sound Output Levels and the other for controlling rotation.
7. Must comply with all applicable government regulatory specifications, particularly **FEMA** and **OSHA**.
8. The Siren controller models proposed must be specifically listed by Under Writer's Laboratories, no exceptions will be allowed. Evidence of UL Listing shall be provided with the proposal.
9. The Bidder shall have a written Quality Assurance (QA) Program describing the quality of both their product (hardware, software, and documentation) and services. This plan shall be reviewed and approved by the customer.

The Total Quality Control System shall include but not be limited to:

- Vendor Performance Rating System

- Material Review Board
- Statistical Process Control (SPC)
- Computerized Numerical Controlled Process (CNC)
- 100% Test of All Finished Product

Evidence of conformance to these manufacturing standards shall be provided as part of the bidder's response at the time of bid. Certification by a third-party agency shall be required, ISO9001:2000 certification is preferred.

GENERAL REQUIREMENTS

- A. Warning sirens shall each produce a minimum of **130 +/- 1dB(C)** single tone format at 100 feet. Tests by an independent laboratory must be submitted with this bid. Rotating speed shall not be less than 2.0 or more than 4.0 revolutions per minute. Rotation speed must be constant and uniform and not vary in relation to signal type.
- B. The vendor shall provide a formal engineered acoustic sound propagation model identifying the siren locations via latitude and longitude. The model shall take into account topography, building density, foliage, obstructions i.e. buildings, and Atmospheric and Meteorological conditions including Wind, Temperature, and Humidity, Atmospheric Pressure, Sunlight and Ground factors. Calculations shall be based on ANSI S1.26-1995 and ISO9613-2 standards. This study should be clear and concise in providing the county with a level of accuracy to what the theoretical coverage will be in their area, including standard output views that include contour type lines representing the perimeter of various Sound Pressure Levels (SPL) in decibels (e.g. 70dB), shaded overlay of the street data to highlight SPL, and satellite views. In addition, all variables and assumptions used to construct the acoustic model shall be listed and included with the bid response.

Note: Acoustic Models that fail to take these measures into account may result in the rejection of the bid.

Site locations will be provided by the County to the vendor for this study.

- C. Warning sirens shall comply with the **FEMA Outdoor Warning Systems Guide, CPG 1-17**. This guide requires an **ATTACK** warning, which is a 3 to 5 minute wavering tone, an **ATTENTION** or **ALERT** warning which is a 3 to 5 minute **Steady** signal. Once the **ALERT** signal attains a peak in frequency, the frequency of the signal shall not sweep or fluctuate.
- D. The battery system shall have the capacity to provide continuous full power for a minimum of 20 minutes at a minimum of **130dB(C) +/- 1dB(C)**. Battery capacity shall be maintained by high quality regulated chargers. Each battery shall have an individual charger to minimize the effects caused by over/under charging. The charger shall be capable of recharging a set of fully discharged batteries within 12 hours. The control unit must have convenient terminals for connecting landline and radio activation lines.
- E. To protect against corrosion, the cabinets must be constructed of heavy gauge Aluminum, grade 5052-H32 or better and shall be used in harsh environmental locations. Painted-steel or polyester-based cabinets will not be acceptable. Cabinets shall utilize a continuous one piece polyurethane foam-in-place gasket design bonded to the inside of door enclosure to insure complete sealing of the box against elements.

The electronics housing shall have a NEMA4X or IP66 rating. The batteries must be in a separate vented enclosure with a NEMA3 or IP45 rating. Connections between cabinets must be sealed against the flow of air or battery gasses. Convenient mounting brackets shall be included for pole or wall mounting. All enclosures shall have provision for locking. The notching of gaskets and sealing of the joint to form corners is not acceptable. Neoprene foam gaskets shall not be allowed.

Note: The proposed controller equipment utilizing the specified design criteria as expressed in this bid specification shall have been commercially available for the last 5 years. It is not acceptable to propose a "one off" product version to meet this specification. All bidders shall validate this requirement by submitting their applicable design documents.

- F. All exposed metal surfaces, unless stainless steel shall be properly finished to inhibit deterioration and corrosion due to the weather and sun.
- G. All internal wiring for siren operation shall be permanently secured and protected from direct precipitation. All wiring entranceways to enclosures housing electronic equipment shall not preclude wall mounting.
- H. The RTU shall be programmable for signal length, signal timing, and zone configuration. Programming the RTU shall occur without any hardware changes and shall be possible via a local PC interface. The control unit must have convenient terminals for connecting landline and radio activation lines.
- I. Sirens shall operate in temperature ranges of -30 degrees C to +60 degrees C while batteries are maintained at -18 degrees C or higher. The effects of rain, ice, or snow shall not hinder operations.
- J. All sirens shall have sufficient mechanical strength and sufficient torque to withstand and operate in winds of up to 100 mph.
- K. The control unit must provide reasonable lightning and surge protection devices on the power input to protect the unit from electrical surges. The controller shall also provide grounding for all major electrical components. AC Power Input, Batteries and the Transceiver shall be individually fused. The Siren Controller and any additional RTU shall also include a high quality Lightning Arrestor installed on the AC Mains.
- L. In compliance with **FEMA CPG 1-17 Outdoor Warning Systems Guide**, sirens shall not produce sound pressure level greater than 123dB at ground level to prevent hearing damage. This must be certified by the manufacturer.
- M. Sirens shall include adjustable mounting brackets for varying size poles, and shall be easily removable for mounting on flat surfaces of roofs of buildings.
- N. The siren and control unit must have a programmable controller at each control unit site. This shall include features for on-site activation and battery testing.

SYSTEM ACTIVATION AND CONTROL

Remote Stations

- A. The bidder shall supply each remote siren site with a **Two-way Controller that will receive and decode information** sent from the central station and activate the necessary warning signals. The RTU shall be capable of utilizing FSK code for all communication between the central control points

and the siren site without any hardware changes.

- B. Each RTU shall also be capable of activation via multiple signaling protocols including two-tone sequential, DTMF, EAS, Digital FSK, POCSAG, TCP/IP that is being utilized throughout Louisville-Jefferson County.
- C. The RTU shall have the capability of being programmed remotely without any hardware changes and shall be possible via a local PC interface. The control unit must have convenient terminals for connecting landline and radio activation lines.
- D. RTU shall be capable of communicating with other remote sites functioning as a repeater for the purpose of transmitting activation and report back codes to and from central control point(s). Additionally the control board should be capable of adding a second RF receiver for decoding NOAA NWR/EAS without changing the PC board or adding additional equipment.
- E. RTU shall be capable of automatically reporting back any loss of AC power, low battery condition or cabinet intrusion.
- F. RTU shall be capable of performing diagnostics on the remote sites using information provided by remote sensors. Sensor inputs provided shall be:
 - AC power
 - Low battery
 - Rotator motor current
 - Main motor current
 - Intrusion

This information shall be transmittable back to the central control station through the Radio Transceiver. PCB must have a LCD or type display to provide local diagnostics.
- G. The RTU shall utilize a single PCB design to minimize connections. The PCB shall utilize a single chip design for all program, memory, and micro-processing for increased reliability. The RTU PCB shall also include an integral radio modem and the manufacturer shall have produced a single PCB design RTU for over five years.
- H. The RTU shall include a polyphaser or equal value antenna connector/lightning protection.

WARRANTY

The bidder shall warrant each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years on parts replacement and factory-performed labor (one year for software products) from the date of delivery. The bidder shall warrant each Siren head (Top of pole only) to be free from defects in material, under normal use and service for a period of five years on parts repair or replacement.

During this warranty period, the obligation of the bidder shall be limited to repairing or replacing any part or parts of such product, which after examination discloses to be defective in material and/or workmanship.

The bidder will provide warranty for any unit delivered, transported prepaid, to the bidder's factory or designated authorized warranty service center for examination and such examination reveals a defect in material and/or workmanship.

The manufacturer must insure expedient and reliable parts and service, and shall provide a description of their warranty service process and a summary of their on-site maintenance and service, along with any associated costs.

The Bidder shall provide a recommended spare parts list, including quantities and prices.

The Bidder shall provide a description of their technical support capabilities with respect to telephone and electronic support capability.

WIRING AND DIAGRAM SCHEMATICS

Complete wiring diagrams and shall be included with the operation and installation instructions.

PROPOSAL/BID BOND

All proposals made in response to this RFP shall be accompanied by a bank draft, cashier's check, letter of credit, certified check, or proposal bond issued by a licensed surety equal to five percent (5%) of the total value of the proposal to constitute a proposal bond. This money will be returned upon the signing of a contract with the selected Vendor or the withdrawal of this RFP. Failure of the selected Vendor to enter into an agreement with the County because of non-responsive negotiations or failure of the selected Vendor to exercise good faith in arriving at a formal agreement shall constitute cause for the County to retain the sum posted as liquidated damages. "Non-responsive negotiation" shall include but not be limited to the failure of the Vendor to agree to incorporate all the requirements from the RFP into the final agreement for the price included in the proposal submitted.

FINANCIALS

The bidder shall provide their last 2 years of audited financial statements. If the bidder is a qualified supplier they must include the requested financial statement of the proposed equipment manufacturer.

LEGAL STATUS

The bidder shall disclose all ongoing legal proceedings in which they are presently involved. As well as, all past judgments decided against the bidder. In addition, the bidder shall disclose any projects that resulted in a failure to perform and resulted in a breach of contract, disbarment, or termination.

REFERENCES

All responding bidders shall provide (5) references of completed projects of similar size, scope, and customer type, which have been performed in the past 5 years.

INTENTIONS

These specifications are not intended to include any proprietary items, components, circuits, or devices, which would preclude any qualified outdoor warning systems provider from supplying equipment & services to meet these specifications. All ratings, power outputs, and specific criteria are currently being met by commercially available equipment. The fact that a manufacturer or qualified supplier chooses not to produce equipment to meet these specifications, providing the above criteria is met, will not be sufficient cause to adjudge these specifications as being restrictive.

EXCEPTIONS

All bidders must meet the **BASIC REQUIREMENTS, no exceptions will be allowed.** Bidders must note any exception taken to the full specifications and indicate those specific exceptions to the bid in a separate letter accompanying the bid at the time of the bid opening.

RESERVATION OF RIGHTS

The County reserves the right to reject any or all bids and to waive any formalities or technicalities in any bid received without explanation.

SECTION 3

EVALUATION CRITERIA

3.1 Evaluation Process

After receipt of proposals the Metro Government shall evaluate all responses based on the criteria below. During that evaluation, the Metro Government shall rank all responses, again based on the criteria described below. Once the RFP Responses are ranked, the Metro Government shall determine in writing which responses are reasonably susceptible of being awarded the work. The Metro Government shall thereafter conduct negotiations with each of those "reasonably susceptible" Proposers, unless the Metro Government concludes that an award may be made without negotiations, as allowed by KRS 45A.370 (3).

The Metro Government will conduct a multi-stage process for selecting proposals that are determined to be reasonably susceptible to award.

Pre-Stage

There are two affirmative action requirements which apply to Metro Government contracts: a) Affirmative Action in Employment and b) Affirmative Action in the subcontracting of Minority, Female and Handicapped-owned businesses. The Louisville Human Relations Commission (HRC) is responsible for compliance of these requirements. Failure to submit the HRC "Good Faith Effort" requirements identified in this RFP document will cause the proposal to be deemed non-responsive.

Stage 1

The RFP evaluation committee shall score all proposals based upon the evaluation criteria detailed herein as well as any preferences authorized in Louisville Metro County Ordinance identified in this RFP. Upon completion of the scoring, the committee shall recommend short-listing the proposals that are reasonably susceptible of being awarded.

Stage 2

Vendors whose proposals have been identified as reasonably susceptible to award may be invited to discuss their proposal with the RFP evaluation committee. The date, time and location of the meetings will be negotiated.

The committee may carry out contract negotiations for the purpose of obtaining best and final offers, terms, and conduct detailed reference checks on the short listed vendors. The Metro Government reserves the right to contact respondents with requests for clarification.

Award

There exists the possibility that an award may be made on the basis of initial offers if it can be clearly demonstrated and documented from the existence of adequate competition or accurate prior cost experience that acceptance of an initial offer without discussion (Stage 2) would result in fair and reasonable prices (KRS 45A.370(3)(c)).

Award will be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to Louisville Metro Government based upon the evaluation factors set forth in this RFP.

3.2 Evaluation Criteria

The Proposals received pursuant to this Request for Proposals/Competitive Sealed Bid will be evaluated on the following selection criteria:

Awarding: Total of 100 points.

Best price 75 points

Availability 25 points

Proposals will be reviewed by a committee consisting of representatives from:

- **Emergency Service-EMA**
- **Purchasing**

SECTION 4
GENERAL PROVISIONS

4.1 Proposal Acceptance

Metro Government may award Proposals in its best interest, reject proposals or any part of them, award contracts in whole or part, waive what it concludes in its discretion are minor problems with proposals, including but not limited to formalities or technicalities. The Metro Government may consider any alternative proposals which meet its needs.

4.2 Payment Terms: Net 30 days.

4.3 Pricing

- 4.3.1 Proposal prices shall be firm for at least six (6) months after the Proposal closing date.
- 4.3.2 Project-Specific Contracts: Pricing for specific Metro Government projects shall not change for the duration of the contract, including all renewals.
- 4.3.3 Non-Project Specific Contracts, Including Price Contracts:
 - 4.3.3.1 For non-project-specific contracts, including Price Contracts, Proposer agrees that prices shall not change for the first year of that contract.
 - 4.3.3.2 If a contract is renewed, all price increase requests after the first year must be submitted in writing to the Purchasing Division, 611 West Jefferson Street, Mezzanine Level, Louisville, KY 40202. Upon notification by the vendor of documented market increases, Proposer agrees that the Metro Government may either accept the price change or terminate the contract. Increases shall not be effective until the Metro Government's approval of them is received by the Proposer in writing.
- 4.3.4 Prices quoted shall be exclusive of the State and Federal Excise Tax, since the Metro Government is exempt from them.
- 4.3.5 Time discounts or cash discounts shall not be considered in Proposal evaluation.
- 4.3.6 Prices for any Proposal item shall not be contingent upon the purchase of any other Proposal item.
- 4.3.7 If 'approximate yearly usage' is supplied, it is only to aid vendors in preparation of Proposals and under no circumstances binds the Metro Government to purchase those amounts.
- 4.3.8 Proposer should show unit prices and extended prices (unit prices multiplied by the number of units proposed to be purchased).

4.4 Special Conditions for Price Contracts:

- 4.4.1 A "Price Contract" is an agreement for the purchase of goods and possibly services which the Metro Government may utilize to fill its needs throughout the term of the contract. It is not a contract for a specific project, though purchases may be made for particular projects as the need arises. A Price Contract does not obligate the Metro Government to purchase any amount of the Proposal goods or services.
- 4.4.2 Any government entity in Kentucky shall have the option of making purchases under a Price Contract executed under this Proposal.
- 4.4.3 If a price contract is awarded hereunder, the Proposer agrees the Metro Government may nonetheless issue a separate Proposal for the products or services which are the subject of this Proposal.

4.5 Special Conditions Applicable to Contracts for the Purchase of Goods (including Price Contracts, if those contracts are for the purchase of goods)

- 4.5.1 Proposer must submit all factory literature and supporting documentation with each submitted copy of its RFP.
- 4.5.2 Proposer shall provide prices for goods as FOB Delivered. Metro shall not pay for shipping, handling or any other associated charges for shipping.
- 4.5.3 All goods purchased are subject to inspection at the point of delivery by the Metro Government.
- 4.5.4 Proposer agrees to pay all costs for the return of rejected goods.

4.6 Worker Safety

The Proposer 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 Proposer will provide training documentation for all standards applicable to the job. Necessary trainings would include, but are not limited to, remediation, abatement, powered industrial truck equipment brought on site by bidder, SDS for all chemicals brought to site by bidder, confined space, fall protection, or any other trainings required by an afore mentioned standard under the scope of work being proposed. The Proposer agrees to provide, for all their employees working on properties where Metro employees reside, documentation of current (annual) asbestos awareness training, per OSHA's 1926.1101(k)(9)(vi) regulation. The Proposer also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions on Metro Government property. Proposer agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

4.7 Records Retention

Proposer shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Proposer's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Proposer shall include (without limitation): (a) payroll records accounting for total time distribution of Proposer's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Proposer's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

4.8 Multiple Awards

As allowed by the Metro Government Finance Manual (Purchasing Policies, Section III, A, 3), multiple contracts may be issued and those contracts, if any, shall be ranked as primary, secondary, etc. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

4.9 Open Records

All materials submitted in response to the solicitation document will become the property of the Metro Government. One copy of a submitted Proposal will be retained for official files and will become public record. In general, under the Kentucky Open Records Act (Kentucky Revised Statutes, sections 61.870 – 61.884), public records of the Metro Government are subject to disclosure to a requesting party. Any material that a vendor considers as confidential, but does not meet the disclosure exemption requirements of the Open Records Act (“ORA”), should not be included in the vendor’s Proposal, as it may be made available to the public. If a vendor’s Proposal contains materials noted or marked as confidential and/or proprietary that, in Metro’s sole opinion, meet the disclosure exemption requirements of the ORA, then that information will not be disclosed in response to a written request for public documents. If Metro does not consider such material to be exempt from disclosure under the ORA, the material may be made available to the public, regardless of the notation or marking. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the ORA, then it should not include such information in its Proposal because such information may be disclosed to the public.

4.10 Bribery Clause

By his/her signature on the Proposal, Proposer certifies that none of its employees, any affiliate or Subcontractor, have bribed or attempted to bribe an officer or employee of the Metro Government.

4.11 Entire Agreement

A contract executed under this Proposal shall include this RFP and the Proposer’s response thereto (“Response”) and that contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter set forth herein and that contract supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties which will not be embodied in that contract. The contract cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

4.12 Termination for Cause

- 4.12.1 Metro Government may terminate a contract because a contractor fails to perform its contractual duties.
- 4.12.2 If a contractor is determined to be in default, Metro Government shall notify the contractor in writing and may either 1) terminate the contract immediately or 2) set a date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- 4.12.3 A default in performance by a contractor for which a contract may be terminated shall include, but not be limited to:
 - 4.12.3.1 Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - 4.12.3.2 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;
 - 4.12.3.3 Failure to diligently advance the work under a contract for construction services;
 - 4.12.3.4 The filing of a bankruptcy petition by or against the contractor; or

4.12.3.5 Actions that endanger the health, safety or welfare of Metro Government or its citizens.

4.12.4 In the event that, during the terms of this Contract, funds are not appropriated for the payment of the Metro Government's obligations hereunder, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made.

4.13 At Will Termination

Notwithstanding the above provisions, the Metro Government 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 Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

4.14 Force Majeure

Neither Proposer nor the Metro Government shall be liable in damages or have the right to terminate a contract executed hereunder for any delay or default in performing that contract if such delay or default is caused by conditions beyond either party's control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

4.15 Assignment of Contract

The Proposer shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract without the written consent of the Metro Government shall be void. Proposer agrees that the Metro Government shall consent to any request for assignment or subcontract in its sole discretion. If ownership of Proposer changes, Proposer or its successor firm shall notify Metro Purchasing in writing within 30 days of the Proposer's receiving notice that its ownership is changing, including but not limited to purchase or other transfer.

4.16 No Waiver

No failure or delay by Metro Government 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 Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.

4.17 Authority to do Business

The Proposer must be a duly organized and authorized to do business under the laws of Kentucky. Proposer must be in good standing with all government agencies and have full legal capacity to provide the services specified under this Contract. The Proposer 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 Proposer to enter into this Contract. The Proposer will provide Metro Government 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.

4.18 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding the Contract, the Parties agree that venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to the Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

4.19 Ability to Meet Obligations

Proposer affirms that there are no actions, suits or proceedings of any kind pending against Proposer or, to the knowledge of the Proposer, threatened against Proposer 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 Proposer to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

4.20 Per KRS 45A.455 Conflict of Interest

1. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or Proposal therefore, in which to his knowledge:
 - a. He, or any member of his immediate family has a financial interest therein; or
 - b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
 - c. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or Proposal therefore.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

4.21 Violations of and Compliance with Kentucky Law

Per KRS 45A.485, Contractor shall reveal any final determination of a violation by the Contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor. The Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of the contract.

4.22 Discrimination

The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap, sex, sexual orientation or gender identity and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

4.23 Invoicing Requirements

4.23.1 Proper Invoice

For an invoice to be a proper invoice the requirements must be set as forth in the agreement or contract; however, in addition, no invoice submitted by Supplier/Contractor will be considered a proper invoice unless the invoice is an original invoice, delivered to the Louisville Metro Government in accordance with the purchase order, and containing the following additional information:

- 4.23.1.1 Purchase Order or Release Number under which the purchase was made;
- 4.23.1.2 Name of Louisville Metro Government Agency and Requestor initiating purchase;
- 4.23.1.3 Invoice date;
- 4.23.1.4 Vendor Name, Address, and Contact Information, including remittance if different;
- 4.23.1.5 Unique invoice number;
- 4.23.1.6 Account number or other identifying number agreed to by contract (if applicable);
- 4.23.1.7 Description of goods, services or property provided to the Louisville Metro Government;
- 4.23.1.8 Date good, services, or property were provided to the Louisville Metro Government;
- 4.23.1.9 The quantity, unit and total price of the goods, services, or property provided to Louisville Metro Government matching the contractual amounts.
- 4.23.1.10 No shipping costs or fuel surcharges unless permitted in the solicitation;
- 4.23.1.11 Applicable discount terms.

Defective invoices will be returned to Supplier/Contractor and must be updated with the correction information and revised invoice date

4.23.2 Invoice Submittal

Louisville Metro Government now accepts e-Invoices. The electronic submission of invoices expedites review and payment processing. Invoices are currently accepted in .PDF, .XLS, .XLSX, .DOC, .DOCX, and .TXT file formats. Please submit your invoice as an attachment in one of the above referenced formats to invoices.omb@louisvilleky.gov.

If unable to send invoices electronically please contact Accounts Payable at 502-574-3402 or accountspayable@louisvilleky.gov

All Statements of Account must be submitted by mail.

4.23.3 Payment Remittance

Please complete the payment remittance form to select your preferred method of payment. Options include: ACH, e-payable through US Bank, and check. E-payable allows Louisville Metro Government to process and remit payment to you more quickly than traditional methods.

SECTION 5

HOLD HARMLESS AGREEMENT AND INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS

5.1 Hold Harmless and Indemnification Clause

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

5.2 Insurance Requirements

A. Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to Metro Government and approved by the Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Metro Government. Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro Government's option, actual copies of policies.

B. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

"The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

C. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy (ies), if that/those policy (ies) provide for Limits above the minimum):

1. **COMMERCIAL GENERAL LIABILITY:** via the Occurrence Form, primary and non-contributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage and Products/Completed Operations, including:

- a. Premises - Operations Coverage
- b. Products and Completed Operations
- c. Contractual Liability
- d. Broad Form Property Damage
- e. Independent Contractors Protective Liability
- f. Personal Injury

2. **WORKERS' COMPENSATION** (if applicable): insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY** - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro Government's Risk Management Division.

E. MISCELLANEOUS

1. The Contractor shall procure and maintain insurance policies and shall furnish Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro Government at least fifteen (15) days prior to the expiration of any policy(s).

2. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Louisville Fire Department
611 West Jefferson Street, 3rd Floor
Louisville, Kentucky 40202

3. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

4. **CANCELLATION OR MATERIAL CHANGE OF COVERAGE:** Contractor shall notify Metro Government's Risk Management Division of any policy cancellation within two business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and

conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro Government's Risk Management Division within two business days. If Contractor fails to notify Metro Government as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro Government reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro Government's Risk Management Division.

5. Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

Section 6

Human Relations Commission Required Documentation

GOOD FAITH EFFORT ("GFE") REQUIREMENTS

Participation by certified female owned, certified handicapped owned, or certified minority owned business entities or utilization by contractors of certified female, certified handicapped, or certified minority owned business as subcontractors, if the contract requires or warrants the use of subcontractors, is strongly encouraged and will be a consideration in determining the award of a contract.

All contractors are to utilize their best good faith efforts to utilize subcontractors, certified female owned, certified handicapped owned, and certified minority owned businesses if the procurement situation requires or warrants the use of subcontractors. Good faith efforts by contractors shall be made to reach the goals established by Metro Code of Ordinances § 37.67.

Under Metro Code of Ordinances §37.67, Louisville Metro Government has adopted the following minimum utilization goals for its annual procurement expenditures with certified minority owned, female owned and handicapped owned business enterprises ("MFHBEs"):

- 15% for certified minority owned businesses
- 5% for certified female owned businesses; and
- 0.5% for certified handicapped owned businesses.

Failure to meet such goals will not result in disqualification from participation in the particular procurement process. Contractors, however, will be expected to provide written explanations (See attached GFE Forms) to the Executive Director of the Human Relations Commission of efforts they have made to utilize as subcontractors from certified minority, female and handicapped owned businesses.

Good faith efforts of a potential bidder include, but are not limited to the following:

- Attendance at pre-bid meetings, if any, scheduled to inform MFHBEs of prime and subcontracting opportunities;
- Advertisement in general circulation media, trade association publications, and minority and female business enterprise media to provide notice of subcontracting opportunities;
- Communication with the Human Relations Commission Office seeking assistance and identifying available qualified MFHBEs;
- Efforts made to select portions of work for MFHBE subcontracting in areas with established availability or MFHBE subcontractors;
- Providing a minimum of ten days written notice to known qualified MFHBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited;
- Efforts to negotiate with qualified MFHBEs for specific sub-bids, including reasons for rejection of any such sub-bids offered.
- Efforts made to assist qualified MFHBEs meet bonding, insurance, or other governmental contracting requirements.

These requirements are contractual obligations and will be included in the construction contract. Failure to comply may result in a finding of breach of contract, possible disqualification of the Bidder to bid on future contracts, or a claim for damages.

SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM GFE-1)

FORM GFE-1 DUE DAY AFTER BID CLOSING BY 4:00PM - FROM ALL BIDDERS – TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-1 will result in bid rejection)

- Bidders shall list ALL Subcontractors/Suppliers to be used on this contract regardless of the dollar amount on Form GFE-1. If this bid includes bid alternates for additional work, Bidders shall list ALL Subcontractors/Suppliers who will be used if Louisville Metro elects to contract the additional work.
- Bidders are required to make good faith efforts to subcontract with MFHBES for every division of work available in this bid opportunity ("Divisions of Work") unless the work will be self-performed by the Bidder.
- Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

NOTE: If you are not using subcontractors, you should indicate "ALL" in the "Divisions of Work (Bidder Will Self-Perform)" section, sign and submit the form.

- Examples of Divisions of Work to be listed on Form GFE-1 include, but are not limited to: clearing/earthwork, site concrete, asphalt paving, framing, painting, flooring plumbing, electrical, and HVAC. The number of subcontracting opportunities or Divisions of Work for GFE purposes may be greater and/or different than the divisions of work that might be outlined in the technical specifications.
- Best good faith efforts require that Bidders make contact with each MFHBE at least ten (10) calendar days before bid closing and that MFHBES be provided the same information as other subcontractors/suppliers.
- Bidders shall contact MFHBES by letter, fax or email ("Written Communication") to advise them of potential subcontracting opportunities.
- Bidders should follow up the Written Communication with telephone calls to each MFHBE contacted to determine if a bid will be submitted or if further information is required. A MFHBE need not be contacted if that MFHBE responds to the Written Communication with a statement that the MFHBE will not bid on this project or if a MFHBE has already submitted a sub-bid.

MFHBE SUBCONTRACTOR GFE LOG (FORM GFE-2)

FORM GFE-2 WITH ATTACHED WRITTEN COMMUNICATIONS DUE DAY AFTER BID CLOSING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-2 will result in bid rejection and failure to timely submit the attached Written Communications may result in bid rejection, at the Metro Government's discretion)

- Each Bidder shall submit with the Form GFE-2 one copy of each Written Communication sent to a MFHBE Subcontractor/Supplier to solicit bids for this project.
- **Optional Good Faith Efforts**

Bidders should consider public advertisements, attendance at pre-bid meetings, and technical and/or financial assistance to MFHBES as part of their good faith efforts activities. Such activities should be listed on GFE-2 with written documentation of such activities attached.

SUBCONTRACTOR PAYMENT CERTIFICATION (FORM GFE-3)

FORM GFE-3 DUE EACH MONTH OF THE CONTRACT PERIOD

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by using the Form GFE-3, which must be submitted monthly to the Louisville Metro Human Relations Commission.
- The Form GFE-3 requires the listing of invoice numbers sent to the responsible Metro departments for payment. The amounts listed on the form should equal the total amount billed to Louisville Metro Government for the applicable month.

All forms are available through the Bonfire portal

or on the Louisville Metro Human Relations Commission website:

<http://www.louisvilleky.gov/HumanRelations>



DOCUMENT APPROVAL FORM

THIS FORM MUST BE ATTACHED TO ALL DOCUMENTS SUBMITTED FOR THE MAYOR'S SIGNATURE, ROUTE AS LISTED BELOW.

THIS DOCUMENT RECOMMENDED FOR MAYOR'S SIGNATURE

ORIGINATOR OF DOCUMENT Jim McKinney/EMA	
SIGNATURE APPROVALS	
AGENCY/DEPARTMENT DIRECTOR <i>Edmund J. McKinney</i>	
CHIEF FINANCIAL OFFICER <i>[Signature]</i>	<i>1/4/2018</i>
COUNTY ATTORNEY <i>PR 1/8/18</i>	
CHIEF OF STAFF <i>[Signature] ENLSEN 1/9/18</i>	

AT
1-4-18

TG 1-4-18

DOCUMENT NAME FY17 and FY18 ADF KIPDA Siren Project
SUMMARY OF DOCUMENT FY17 and FY18 ADF KIPDA Siren Project

CONTACT PERSON: Patricia Triplett	TELEPHONE: 574-7122
DATE NEEDED: ASAP	For Pick up <u>XX</u> To Be Mailed

DATE APPROVED BY MAYOR	INSTRUCTIONS FROM THE MAYOR

