



Purchase Order

Louisville/Jefferson Co Metro Government

I N V O I C E	Louisville Fire & Rescue
	1135 W Jefferson St
	Louisville, KY 40203

PURCHASE ORDER	225170
REVISION	0

T O	GRACE INDUSTRIES INC
	305 BEND HILL RD
	FREDONIA, PA 16124

S H I P T O	Louisville Fire & Rescue
	1135 W Jefferson St
	Louisville, KY 40203

Date Created	Original Buyer	Buyer Phone	Revision Date	Revised By	Vendor Number
15-SEP-09	POWELL, S	502-574-5594			204438

Payment Terms	Freight Terms	Ship Via	F.O.B.	Tax Exempt Number
Immediate	Paid	Best Available	Destination	CT-56-130

#	Item Description	Due Date	Quantity	UOM	Price	Line Amount
1	A contract to furnish all labor, materials and equipment for Electronic Firefighter Accountability Systems per specifications of RFP 1862. See attached for items and qtys of initial purchase. 6 month option available for future purchases.					2,167,678.90
	o SHIP TO: Address at top of page					

2,167,678.90
TOTAL AMOUNT

Craig A. Brown
 AUTHORIZED BY _____ DATE _____

TERMS & CONDITIONS

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The Louisville - Jefferson County Metro Government reserves all other rights.

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The Louisville - Jefferson County Metro Government web site will not release personal information to third parties except as required by law. We will not provide, rent or sell personal information to third parties for marketing programs or any other purpose.

RFP 1862 – Accountability System for Fire Department(s)

Louisville Metro has determined the following quantities of items will be purchased initially, with the option to order more items using the 6 month purchase option. We also have chosen not to purchase the extended warranties offered for these products.

Part #	Item Description	Cost \$/ea	Qty
TP4-H-A	TPASS4 Motion and Temperature with one year warranty	\$ 945	1744
SC250M	SC250 – Portable Remote Receiver with one year warranty	\$ 532	181
PTBC	Toughbook Computer w/ 3 yr Panasonic factory warranty	\$ 4999	30
ICFS	Command Module w/ software and one year updates and support	\$ 7595	30
WD (no part # listed)	Watchdog	\$ 7595	1
MREP	Radio Signal Booster and Repeaters (Micro Repeaters) with one year warranty	\$ 565	35
RKS3T4	Rehab Key	\$ 22.50	362
AKS3T4	Accountability Key	\$ 16.20	220
SPCT4	Silicone Protective Cover	\$ 27.00	115
ANT-WD	External Antenna System for Command Module	\$ 44.10	3
ANT-1	Antenna for TP4	\$ 18.00	39
BCS3T4	Battery Cover (w 'o' ring)	\$ 22.50	26
OR-BCS3T4	"O" Ring for battery cover (bag of 5)	\$ 4.50	28
SSS-10/32	Stainless Steel Screws (bag of 100)	\$ 13.50	6
WACS3T4	Wire Attachment Clip	\$ 4.50	27
SWACS3T4	Short Wire Attachment Clip (bag of 5)	\$ 3.38	25
SG#7	Dow Silicone Grease (#7) for O Rings	\$ 14.85	6
S3T4CSLD	Clockset and log download software with IR interface device	\$ 170.10	5

SCRB	Supercell Battery Replacement	\$ 126.00	3
WDRB	Watchdog Replacement Battery (non-field replaceable)	\$ 153.00	1



Request For Proposal

01-JUL-2009 14:50

Louisville/Jefferson Co Metro Government

Bid Number: 1862

Revision: 0
Date: 01-JUL-09

Sealed bids will be received until 3.00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3.00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

Mark envelope with Bid Number, Reply By Date and Address to:

Metro Purchasing Department
611 West Jefferson Street
Mezzanine Level
Louisville, KY 40202

Reply By: 29-JUL-09

Description

- 1 A contract to furnish all labor, materials, and other necessary equipment for Electronic Firefighter Accountability System per the attached specifications.

DELIVERY TIME: _____
(# of days A.R.O.)

We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.

FIRM NAME: Grace Industries, Inc.

OFFICIAL'S SIGNATURE: _____

ADDRESS: 305 Bend Hill Road
Fredonia, PA 16124

PHONE: (724) 962-9231

DATE: July 27, 2009

UNSIGNED BIDS WILL NOT BE CONSIDERED



Request For Proposal

Bid#: 1862

Louisville/Jefferson Co Metro Government

Standard Text

Please submit all factory literature and supporting documentation with each submitted copy of your Bid/RFP.

If you have any questions concerning the Purchasing Requirements of this solicitation please call Sheryl Powell at (502) 574-5594.

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

If you do not plan to sub-contract any of this work, you must sign the subcontractor/supplier exclusion statement in the bid document or your bid may be deemed non-responsive.

Bid price will be firm for six (6) months. The Purchasing Department will have the option of making additional purchases by issuing a separate purchase order.

STANDARD TEXT

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number _____ and your Federal Tax Identification Number [REDACTED]. 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 vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number (724) 962-3611.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(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 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, 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 therefore.

(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.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government 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 the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing
611 West Jefferson Street - Mezzanine Level
Louisville, KY 40202

Louisville/Jefferson Co Metro Government CONDITIONS

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices as required. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representing a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids for a sound documented reason.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. 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 or sex 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.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

COMMITMENT TO EQUAL OPPORTUNITY

IMPORTANT

MFHBE UTILIZATION FORMS

Properly completed MFHBE Forms are due within 24 hours after the bid opening (forms are due on Monday for bids opened on Friday) to Carolyn Miller-Cooper, Interim Director of the Human Relations Commission.

**Louisville Metro Human Relations
410 West Chestnut Street
Suite 300A
Louisville, Kentucky 40202**

It is recommended that you turn in the forms with your submitted bid.

QUESTIONS?

**Contact the Human Relations Commission at 502.574-3631,
Ask for Carolyn Miller-Cooper**

**If these Completed forms are not turned in by the deadline, your bid
will be deemed non-responsive!**

Commitment to Equal Employment Opportunity

Louisville Metro Ordinance 214, Series 2005 addresses participation by certified minority owned, certified female owned, and certified handicapped owned business entities. Utilization by the General Contractor of certified minority owned, certified female owned, and certified handicapped owned business entities as Subcontractors and/or Suppliers, if this contract requires or warrants the use of subcontractors and/or suppliers, is encouraged and **will be a consideration** in evaluating and determining the award of this contract.

When subcontracting for this work, the Bidder shall make **good faith efforts** to expend a minimum of fifteen percent (**15%**) of the total dollar amount of the contract with certified **minority** business enterprises ("MBEs"), five percent (**5%**) of the total dollar amount of the work with certified **female** business enterprises ("FBEs") and point five percent (**.5%**) of the total dollar amount of the work with certified **handicapped** business enterprises ("HBEs") in accordance with Louisville Metro Ordinance, Series 1988. MBEs, FBEs and HBEs may be used as construction subcontractors/vendors, suppliers or for professional services.

In evaluating bids, Louisville Metro will consider whether the General Contractor has made the required **good faith effort** by obtaining bids from minority owned, female owned and handicapped owned subcontractors. Acceptable proof of a good faith effort is a return mail receipt or a written "NO BID" response from certified minority owned, female owned or handicapped owned business entities. Leaving phone messages is not acceptable. General Contractors must include bids from subcontractors within 24 hours of the bid opening as described in the attached directions. Invitations for bid and **Subcontractors/suppliers cannot be changed** without the approval of the Agency Director and the Louisville Metro Human Relations Commission Executive Director.

The Successful Bidder: (1) Shall have an approved Affirmative Action Plan; (2) Shall furnish the Louisville Metro a copy of all subcontractors on all city jobs; (3) Shall be required to furnish monthly workforce analysis; (4) Shall give the Louisville Metro representative access to the worksite; and (5) Shall give the Louisville Metro representative reasonable access to Contractors' personnel records.

The contract shall be awarded to the **responsive and responsible** bidder whose bid is the **best evaluated bid price**.

Failure to fully complete all pages in the Invitation for Bid regarding the utilization and availability of minority, female and handicapped owned subcontractors SHALL deem this a non-responsive bid.

The lowest responsive, responsible bidder must provide a copy of the signed proposal from each MBE/WBE/HBE participant, stating the terms of the Agreement between the Bidder and the MBE/WBE/HBE within fifteen (15) days of the bid opening or within such other time as determined in writing by the Louisville Metro Human Relations Commission.

All questions regarding Ordinance 214, Series 2005 and contractor pre-qualification and certification should be directed to the Louisville Metro Human Relations Commission at 502-574-3631.

Directions for Completing Louisville Metro's MFHBE Utilization Forms

The MFHBE utilization forms will determine your good faith effort in terms of soliciting participation by minority, female and handicapped owned businesses.

Failure to properly complete and timely return the MFHBE utilization forms shall deem your bid as non-responsive.

The MFHBE utilization forms consist of the following documents:

1. **Subcontractor Exclusion Statement:** Form to be completed if you will employ no subcontractors and/or suppliers in fulfilling this agreement.
2. **MFHBE Availability Verification:** Form to be completed if you will employ subcontractors and/or suppliers in fulfilling this agreement.
3. **Waiver of Utilization:** Form to be completed if good faith effort does not achieve the Metro Louisville's MFHBE utilization goals.
4. **MBE/FBE/HBE Unavailability Verifications:** Form to be completed by you and the solicited subcontractor and/or supplier as evidence that you sought a price quote.

I. General Points to Remember

- Ignore the "Subcontractor Exclusion Statement" if there is a need for subcontractor or supplier utilization on this project. If subcontractor and/or supplier work is required for your bid, you need to complete the documents explaining your MFHBE subcontractor and/or supplier utilization.
- When writing information about your subcontractors and /or supplier, supply all requested information (*vendor name, MBE/FBE/HBE status, type of work, \$ value, % of total bid price*).
- If you are a **minority, female, or handicapped owned company** bidding on this project as a general contractor, you must **still make a good faith effort** to solicit and secure participation from 15% MBEs and 5% FBEs and .5% HBEs.
- If you need names and phone numbers of MBEs, FBEs or HBEs that specialize in certain trades please Louisville Metro Human Relations Commission at 574-3631.
- Remember to complete every line; do not leave any unnecessary blanks.

II. Instructions for Unavailability Verifications

- **The "Unavailability Verifications" must be completed by You AND the unavailable contractor.** The unavailable contractor/supplier completes the bottom portion of the form to verify that you have solicited a price quote from his/her business. If the subcontractor/supplier wants to maintain a working relationship with you for future projects, he/she should have no problem completing the sheet and returning it to you.
- **Use only one (1) Unavailability Verification per contractor.** For an Unavailability Verification to be ruled responsive, it should be fully completed by you and one contractor. Make additional copies as needed for other contractors.

III. Deadline for Submission of MFHBE Utilization Forms

- **Properly completed MFHBE utilization forms are due 24 hours after the bid opening.** The MFHBE forms must be **turned in to Carolyn Miller-Cooper**, at the Louisville Metro Human Relations Commission, 410 W. Chestnut Street, Suite 300A by **3:00 p.m. on the day following the bid opening.**

SUBCONTRACTOR EXCLUSION STATEMENT

COMPLETE THIS FORM ONLY IF SUBCONTRACTORS WILL NOT BE USED DURING THE COURSE OF THIS AGREEMENT.

The Bidder agrees to perform all work involved in this contract without the utilization of subcontractors and/or suppliers. If, after this contract is awarded, the bidder requires the work of subcontractors and/or suppliers to fulfill the contract obligation, the bidder shall furnish information required by Louisville Metro to indicate the minority owned, female owned, and handicapped owned business enterprises which it intends to utilize as subcontractors. In evaluating bids, Louisville Metro will consider whether the General Contractor has made the required **good faith effort** by obtaining bids from minority owned, female owned and handicapped owned subcontractors and/or suppliers. Breach of this commitment constitutes breach of the bidder's contract if awarded.

The Bidder agrees that subcontractors/suppliers shall not be used for work on this contract without the express written consent of the Louisville Metro. The undersigned hereby certifies that he or she has read the terms of this statement and is authorized to bind the bidder to the statement herein set forth.

Witness, the agreement of the bidder to the terms of this Statement. Failure of the bidder to sign this Statement shall deem this bid non-responsive.

Grace Industries, Inc.

Name of Company

Electronic Firefighter Accountability System

Project Name

1862

Bid Number

\$2.2 - 2.4 million

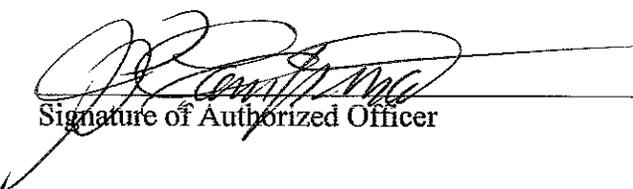
Dollar Amount of Bid

James P. Campman, Sr.

Name of Authorized Officer

July 27, 2009

Date


Signature of Authorized Officer

President/CEO

Title

IF SUBCONTRACTOR/SUPPLIER WORK IS REQUIRED IN THIS CONTRACT BID, FAILURE TO COMPLETE THE PAGES REGARDING MFHBE UTILIZATION AND AVAILABILITY SHALL BE CAUSE FOR FINDING THE BID NON-RESPONSIVE.

MFHBE AVAILABILITY VERIFICATION

_____ does commit itself that on the following project:
PRIME BIDDER

PROJECT NAME		BID NUMBER	TOTAL PROJECT AMOUNT	
NAME OF MFHBE	MBE/FBE/HBE	TYPE OF WORK	DOLLAR VALUE	PERCENTAGE

The bidder agrees to furnish information required by Louisville Metro to indicate the MFHBEs which it intends to utilize. Breach of this commitment constitutes breach of the bidder's contract if awarded.

The undersigned will enter into a formal agreement with the identified minority, female and handicapped owned firms for work listed in this schedule conditioned upon execution of contract with the Louisville Metro.

Subcontractors and other persons and organizations proposed by the bidder and accepted by the Louisville Metro must be used on the work for which they were proposed and accepted and **shall not be changed except with the written approval of the Louisville Metro**. The undersigned hereby certifies that he or she has read the terms of this MFHBE Availability Verification and is authorized to bind the bidder to the terms herein set forth.

Witness, the agreement of the bidder to the terms of this Statement. Failure of the bidder to sign this Statement shall deem this bid non-responsive.

 NAME OF AUTHORIZED OFFICER

 DATE

 SIGNATURE OF AUTHORIZED OFFICER

 TITLE

FAILURE TO COMPLETE THE PAGES REGARDING MFHBE UTILIZATION AND AVAILABILITY SHALL BE CAUSE FOR FINDING THE BID NON-RESPONSIVE.

PLEASE COPY ADDITIONAL MFHBE FORMS AS NECESSARY.

WAIVER OF UTILIZATION

The bidder has made a **good faith effort** to identify MBEs, FBEs and HBEs that can perform work or supply material but was unable to secure the services of sufficient MBEs, FBEs or HBEs (circle one or more) to meet the Louisville Metro's goals for the following reasons:

Name of Company

Name of Authorized Officer

Date

Signature of Authorized Officer

Title

FAILURE TO COMPLETE THE ABOVE SHALL BE CAUSE FOR FINDING THE BID NON-RESPONSIVE.

The bidder has made a good faith effort to identify MBEs, FBEs and HBEs that can perform subcontract work, supply materials or provide services under this contract, but the bidder is unable to reach the Louisville Metro's MFHBE utilization goals at this time. In evidence of this, some MBEs, FBEs, and/or HBEs contacted were unable to perform work under this contract, as indicated in the **attached Unavailability Verification(s)**.

Carolyn Miller-Cooper, Interim Director
Louisville Metro Human Relations Commission

Date

MFHBE UNAVAILABILITY VERIFICATION

A separate Unavailability Verification form must be prepared for each business contacted. Make additional copies of form if needed.

Check the applicable MFHBE below.

MINORITY OWNED BUSINESS _____
FEMALE OWNED BUSINESS _____
HANDICAPPED OWNED BUSINESS _____

I, the undersigned, certify that I contacted the following MFHBE contractor to obtain a bid for work items to be performed on the:

Name of Contract

Name of MFHBE contacted

Date Contacted: _____

Contacted by (circle one): Certified Mail, Phone, Fax Transmission, In Person

Type of Work Sought From Contractor (circle one): Unit Price, Materials & Labor, Labor Only

To the best of my knowledge and belief, said contractor was unavailable for work on this project, or unable to prepare a bid, for the following reason(s):

PRIME BIDDER NAME

NAME OF CERTIFYING OFFICER

TITLE OF CERTIFYING OFFICER

SIGNATURE OF CERTIFYING OFFICER

DATE

I, the undersigned, confirm that the business listed below was offered an opportunity to bid on the work by the prime bidder as listed above. The above statement is a true and accurate explanation of the failure to bid on this project:

NAME OF MFHBE CONTRACTOR

DATE AND METHOD CONTACTED BY PRIME BIDDER

NAME OF MFHBE OFFICER

TITLE OF MFHBE OFFICER

SIGNATURE OF MFHBE OFFICER

DATE

SUBCONTRACTOR USE

LIST ALL SUBCONTRACTORS AND SUPPLIERS THAT WILL BE USED ON THIS PROJECT. THIS LIST MUST INCLUDE NON-MINORITY OWNED, NON-FEMALE-OWNED, OR NON-HANDICAPPED OWNED BUSINESSES AS WELL AS ALL MBEs, FBEs AND HBEs.

Subcontractor Company

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone number: _____ Fax Number: _____

E-Mail: _____

Project Name: _____

Project Bid Number: _____

Is your company certified minority or female owned? Y/N _____

If yes, list certification _____

Type of work to be performed: _____

Estimated Start Date: _____

Estimated End Date: _____

Amount of Subcontract: _____

Every subcontractor or supplier for this project must be listed. Please make additional copies for each subcontractor used.

7/8/2009



Louisville Jefferson County
Metro Government

Division of Fire

Request for Proposal Number 1862

7/8/2009

TABLE OF CONTENTS

REQUEST FOR PROPOSALS

- I. Invitation and Instructions to Proposers**
- II. General Provisions**
- III. Hold Harmless Agreement**
- IV. General Specifications**

SECTION I

INVITATION AND INSTRUCTION TO PROPOSERS

1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting proposals for **Electronic Firefighter Accountability System**. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals using the competitive negotiation process under KRS 45A.370.

Metro Government finds that a purchase through competitive negotiation is necessary because:
(check one of the reasons below)

- (a) 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.
- (b) Sealed bidding is inappropriate because the available sources of supply are limited.
- (c) Sealed bidding is inappropriate because the time and place of the performance cannot be determined in advance.
- (d) Sealed bidding is inappropriate because the price is regulated by law.
- (e) Sealed bidding is inappropriate because a fixed price contract is not applicable.
- (f) The bid prices received through sealed bidding are unresponsive or unreasonable as to all or part of the bid requirements; each responder shall be notified of the intention to negotiate and shall be given a reasonable opportunity to negotiate, and the negotiated price shall be lower than the lowest rejected bid by any responsible bidder.

Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award, except as otherwise provided by law. Where it can clearly be demonstrated and documented from the existence of adequate competition or accurate prior cost experience with the particular supply, service or construction item an award may be made on the basis of the original submitted proposals. Sealed proposals will be received at the office of Louisville Metro Department of Finance and Administration, Division of Purchasing, until 3:00 PM July 29, 2009, 611 West Jefferson Street, Mezzanine Level, Louisville Kentucky, 40202. Prices for any proposed item shall not be contingent upon the purchase of any other proposed item included within this bid.

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Proposals received after the 3PM deadline on July 29th, 2009 will be unopened.

Proposer Questions and Inquiries: Proposers questions and inquiries on the specifications of this RFP shall be directed to:

Gregory W. Frederick
1135 West Jefferson Street
Louisville, KY 40202
(502) 574-3701

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the Proposer. No questions

or inquiries will be allowed beyond the pre-proposal conference (if one is scheduled) date as stated in the cover letter.

Careful attention must be paid to all requested items contained in this Request for Proposal (RFP). Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read the entire package before bidding. Proposers shall make the necessary entry in all blanks provided for the responses. The submitted proposal shall be firm for an acceptance period of ninety (90) days from the date of the RFP opening.

Proposals submitted shall be for a firm, fixed price unless stated otherwise in the specifications.

The entire set of documents constitutes the RFP. The proposer must respond in total and in the same numerical order in which the RFP was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All notes, exceptions, and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All proposals shall be returned in a sealed envelope with RFP number and opening date stated on the outside of the envelope.

By submitting a Proposal, the proposer acknowledges and agrees to be bound by the terms and conditions of the solicitation. This RFP document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Proposal to the proposer hereunder unless otherwise agreed to in writing by the Metro Government. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. Purchase or sales agreements, supplied by the proposer, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this RFP, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

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. 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.

- 1.1 Proposal Opening: Sealed proposals will be accepted in accordance with the instructions detailed in section 1.0. The opening is open to the public. The Proposer shall file all documents necessary to support its proposal and include them with its proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time for receipt of proposals.

Please disregard any reference in the RFP to this being a “bid”. This is a Request for Proposals.

SECTION II

GENERAL PROVISIONS

- 2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
- The Bidder 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 Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder 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.
- 2.2 Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
- 2.3 Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
- 2.4 Proposal Reservations: Metro Government reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals for a sound documented reason. Metro Government may consider any alternative proposal that meets its basic needs.
- 2.5 Liability: Metro Government is not responsible for any cost incurred by a proposer in the preparation of proposals.
- 2.6 Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by Metro Government prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
- 2.7 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Proposer.
- 2.8 Bribery Clause: By his/her signature on the bid, Proposer certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.

- 2.9 Additional Information: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the proposer's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal.
- 2.10 Ambiguity, Conflict or other Errors in RFP: If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.
- 2.11 Agreement to Bid Terms: In submitting this proposal, the proposer agrees that proposer has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Proposer 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 proposer shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 2.12 Cancellation: If the services to be performed hereunder by the proposer are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

A. Termination for Cause

- (1) Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.
- (2) If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified 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.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of Metro Government or its citizens.

B. 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.

- 2.13 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 in violation hereof shall be void. It is expressly acknowledged that Metro Government 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 Metro Government.
- 2.14 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.
- 2.15 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 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 11/21/2005. All proposals must be signed by a duly authorized officer, agent or employee of the proposer.
- 2.16 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the 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 this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.17 Ability to Meet Obligations: Proposer affirmatively states 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.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with 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 the apply to the contractor or subcontractor for the duration of the contract.

REQUIRED FEDERAL TERMS

Per 44 CFR 13.36:

1. Bidder agrees to provide the Purchaser, the FEMA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FEMA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
3. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. See KRS 45A.351.
4. Clean Water –
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA Regional Office.
 - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
5. Clean Air –
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA Regional Office.
 - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
6. The Contractor agrees to comply with Executive Order 11738 and EPA regulations, including but not limited to 40 CFR 15.
7. **Copyrights** –
 - a. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
8. **Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:
 - a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Metro Government and

Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FEMA is ultimately notified.

- b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Metro Government and the Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
 - c. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.
9. The Contractor agrees that the reporting requirements contained in 44 CFR 13.40 and 13.41 apply to this Contract and further agrees to abide by any of the requirements therein applicable to it.
10. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **Louisville Metro Government**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Louisville Metro Government**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

RFP # 1862

RFP
SUBMITTED BY:

By signing below you are agreeing to all Louisville-Jefferson County Metro Government Terms & Conditions that are a part of this Request for Proposals.

Include this page in your response to this RFP

Firm: Grace Industries, Inc.
By: James P. Campman, Sr.
Title: President/CEO
E-Mail Address: _____
Address: 305 Bend Hill Road
Fredonia, PA 16124
Telephone: (724) 962-9231
Fax: (724) 962-3611
Date: July 27, 2009
Louisville/Jefferson County Metro
Revenue Commission Number: _____
Federal ID Number: _____

**Please include a copy of your W-9 with your submitted proposal.
You cannot be awarded a contract until this is submitted.**

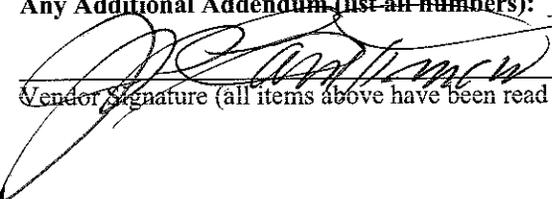
I acknowledge receipt of the following Addendum:

Addendum #1: Section 8 - List of Exceptions

Addendum #2: Section 9 - Price List

Addendum #3: _____

Any Additional Addendum (list all numbers): _____


Vendor Signature (all items above have been read and completed)

SECTION III

HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS

I. 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.

II. INSURANCE REQUIREMENTS

Prior to award of contract and 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 and approved by the Louisville/Jefferson County Metro Government's Department of Purchasing, (who may request review by Louisville/Jefferson County 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 Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

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

1. "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."
- B. 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:
 1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, and \$2,000,000 aggregate 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.

III. ACCEPTABILITY OF INSURERS

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

IV. MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Department of Purchasing shall be furnished Certificates of Insurance prior to the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. 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 the Louisville/Jefferson County Metro Government Department of Purchasing at least 30 days prior to the expiration of any policy(s).

- B. Certificates of Insurance as required above shall be furnished within (5) days of the award of the bid, as called for:

Louisville/Jefferson County Metro Government
Purchasing Division
611 West Jefferson Street
Louisville, Kentucky 40202

- C. The Contractor agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Contractor will not reduce any coverage amount below the limits required in this agreement

- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County 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.

**LOUISVILLE DIVISION OF FIRE
ELECTRONIC FIREFIGHTER ACCOUNTABILITY SYSTEM
SPECIFICATIONS**

1.0 SCOPE

The Louisville Division of Fire (LFD) has received a regional Assistance to Firefighters Grant from the Department of Homeland Security for the procurement and implementation of an electronic firefighter accountability system. This grant is for the Louisville Division of Fire, 18 Jefferson County Fire Protection Districts, and the municipal fire departments of Shively, Kentucky, New Albany, Indiana and Clarksville, Indiana. Due to requirements stipulated in the grant, specifics as to the deliverables, configuration, and time lines will be paramount to the successful recipient of this bid.

2.0 MINIMUM SPECIFICATIONS

- 2.1 Time Requirements: The specifications of this grant and of the Louisville Division of Fire require that the system will be procured, configured, implemented and fully operational by December 31, 2009, including the required grant documentation for close-out.
- 2.2 Funding Available: Funding for this grant is specific and limited as to the amount of monies dedicated to and available for this project.
- 2.3 Proposal shall include the costs per portable personal alert safety system (PASS) device, approximately 1700 to 1800; per portable remote receiver, approximately 150 to 200; per command module, approximately 40 to 50; antenna system, approximately 40 to 50; and individual cost per item for all system components and available accessories.
- 2.4 Proposal shall include the cost of portable PASS device for both motion sensing devices as well as a cost for PASS device with motion and temperature sensing model.
- 2.5 Compliance with National Standards, Guidelines, and Recommendations for Firefighter Equipment and Safety Devices: All components and devices for this project will meet or exceed current, OSHA, NIOSH and National Fire Protection Association (NFPA) 1500 or 1982 guidelines and recommendations or other pertinent standards.

3.0 BASIC SYSTEM CONFIGURATIONS AND REQUIREMENTS

- 3.1 Per specifications of the grant application, the accountability system will be based on non-regulated radio channel communications between devices assigned to and programmable for individual firefighters, a portable remote receiver and a mobile

command module to be located in command vehicles. Radio channels shall be configured to minimize outside interference.

- 3.1.1 Portable Device Carried by Firefighters: Each portable device assigned to a firefighter will be a Personal Alert Safety System (PASS) with an incorporated transmitter/receiver.
- 3.1.2 Each portable device will be battery powered.
- 3.1.3 These portable devices will be programmable to contain information specific to the firefighter to which is it assigned. This information will include, but not be limited to, name, rank, assignment and emergency medical information.
- 3.1.4 Each portable device will be able to send and receive an emergency alarm activated by the firefighter and/or the mobile command module.
- 3.1.5 Each portable device will be of a size and weight that will not add more than twenty (20) ounces to the total weight of the firefighters' gear.
- 3.1.6 Each portable device will be able to be worn attached to the harness of an interior firefighter's self-contained breathing apparatus (SCBA), and/or attached to the bunker gear independent of the SCBA. When worn on the SCBA, it will not restrict the vision or movement of the firefighter.
- 3.1.7 Each portable device will have two (2) methods of attaching to a firefighter's protective gear.
- 3.1.8 Each portable device will be constructed and sealed as to withstand the rigors of interior structural and wild lands firefighter as specified in NFPA 1982.
- 3.1.9 Each portable device will be able to be removed from a SCBA harness system and secured to wild land firefighter gear, or other type of protective ensemble, without the use of tools by the firefighter in a rapid response to the type of incident.
- 3.1.10 Each portable device will be able to be placed in service in the active send/receive mode by an individual firefighter while responding to an emergency scene.
- 3.1.11 Each portable device will be able to receive a personal accountability response alert (PAR) from the command module and send a response activated on the device by the firefighter in full interior protective gear wearing the device to the command module.
- 3.1.12 Each device will function as specified in and in compliance with current NFPA guidelines and recommendations for a personal alert safety system (PASS).

3.2 MOBILE COMMAND MODULE

- 3.2.1 Each mobile command module will contain a radio receiver/transmitter.
- 3.2.2 Each mobile command module will be contained within or attachable to a laptop computer.
- 3.2.3 The mobile command module will be able to be charged and powered by the electrical system of an emergency response vehicle.
- 3.2.4 The mobile command module will be designed to withstand the varying weather conditions experienced in the emergency services environment.
- 3.2.5 The software program specific to the overall operation of the system will allow for user-defined and configurable personnel information, alarm time lines and other department-specific data fields.
- 3.2.6 The command module will display real time accountability of assignments and location of personnel and the ability to make assignment changes on the scene of an incident.
- 3.2.7 The command module will be able to activate Personnel Accountability Report (PAR) and receive responses from each individually assigned portable device or a group of devices.
- 3.2.8 The command module will be able to activate a general emergency alert to all portable devices.
- 3.2.9 The command module will be able to identify the individual device that activates a PASS alarm or emergency distress signal.
- 3.2.10 The command module will be able to label each incident with an agency assigned identifier.
- 3.2.11 The command module will be able to run an incident time clock.
- 3.2.12 The command module will display in color on the laptop screen.
- 3.2.13 The command module will be able to send and receive radio signals from activated portable devices as they arrive on the scene of an incident.
- 3.2.14 The command module will be able to produce activity reports during real time operations and for post incident reviews.

3.3 RADIO SIGNAL BOOSTERS/REPEATERS

- 3.3.1 The system will provide for portable radio signal boosters or repeaters.
- 3.3.1 Repeaters will be able to be deployed and activated by a firefighter in full interior firefighting protective gear.
- 3.3.2 Repeaters will be self-contained, self-powered, and have a method of mounting, deploying, and/or attaching it to a fixed location.
- 3.3.3 Repeaters will be able to be deployed and activated by a firefighter in full interior firefighting protective gear.
- 3.3.4 Repeaters will auto-adjust to the radio frequency selected by the command module.
- 3.3.5 Repeaters will be shock, dirt and water-resistant.

3.4 PORTABLE REMOTE RECEIVER

- 3.4.1 Portable Remote Receiver shall have the ability to monitor alarm sent to or from the command module.
- 3.4.2 Portable Remote Receiver shall be easily attached using the same or similar method as the PASS device.
- 3.4.3 The Portable Remote Receiver shall have the ability to transmit and receive messages to and from the command module.

3.5 SOFTWARE AND DATA MANAGEMENT

- 3.5.1 The system shall be capable of utilizing a centralized data base for all participating agencies. The data base shall be capable of updating all mobile command computers periodically due to personnel changes.
- 3.5.2 The centralized data base shall meet the necessary requirements to reside on a Louisville Metro Government server.
- 3.5.3 The vendor shall provide software updates and support for a period not to exceed five years free of charge and include pricing for additional years of support and updates.

3.6 MAINTENANCE

- 3.6.1 The vendor shall have an authorized service representative within 100 miles of the Louisville Metro area.

3.6.2 Extended warranty - Provided under initial purchase price a 3 year extended warranty. Responder should also provide a cost list of additional years of warranty on the pricing sheet provided in this RFP.

3.6.3 Items repaired under warranty shall include the cost of the repair as if it were not covered under warranty.

3.7 IDENTIFICATION AND INVENTORY OF EQUIPMENT

3.7.1 Each individual PASS device, remote monitoring device, antenna system and computer shall have a unique identification for inventory control. The method shall be easily identifiable on each component and withstand normal wear and tear.

3.7.2 The identification system shall include a bar code for inventory control. This may be the manufacturer's serial number plate.

3.7.3 An additional identification system shall include a sequential four digit number, starting with 0001, engraved or embossed in a prominent location.

4.0 TRAINING

4.1 The vendor will train a core group of system administrators on all functions, customizations, and applications of the system.

4.2 The vendor will conduct a series of train-the-trainer sessions of sufficient length and duration to enable the Louisville Division of Fire to conduct roll-out and implementation training for all personnel.

4.3 The vendor will conduct a series of training sessions specific to a core group of Louisville Division of Fire personnel that will serve as department-basic hardware maintenance technicians.

4.4 All parts, hardware, components, and software used during the vendor-provided training will be identical to the type, kind and version of the system to be delivered to the Louisville Division of Fire.

4.5 The vendor-required training will begin within thirty (30) days of receipt of a contract and will be completed within sixty (60) days.

4.6 All training will be conducted within Louisville Division of Fire at facilities identified by the Louisville Division of Fire, and during normal business hours.

4.7 The Division shall have the right to video tape vendor provided training for future department training sessions.

4.8 The vendor shall provide a representative to assist with an initial scenario based training exercise to evaluate system performance.

5.0 DELIVERABLES

5.1 All components, parts, hardware and software will be delivered to the Louisville Division of Fire within sixty (60) days of the contract.

5.2 Prior to final payment, the system shall be fully functional, including performance to the satisfaction of the Louisville Division of Fire.

6.0 SUBMITTALS

6.1 Provide parts list for individual keys, tags, lights and other user-replaceable components and parts. The Louisville Division of Fire system will be one that provides for routine maintenance that can be performed on site by a core group of Louisville Division of Fire personnel. The vendor will provide the list with costs of key components that will ensure functionality of the system due to the addition of new personnel.

NOTE: The vendor will provide a parts list with cost of lights and other parts that have historically demonstrated failure during normal use of these types of devices. The vendor shall hold prices for these parts for one (1) year from the date of purchase of the device.

6.2 If the vendor requires a license agreement, it must accompany the RFP. Failure to provide copy of the agreement with the RFP, if applicable, may result in rejection of RFP.

6.3 The vendor shall provide the cost of additional accessories not otherwise specified within the RFP proposal on the price sheet. Additional pages may be attached if needed.

6.4 The vendor shall provide documentation to demonstrate corporate stability and their ability to perform the work desired. Examples: Company Brochure or letter from an officer of the company stating firm's position in the market and past experience.

6.5 The vendor shall provide 3 Professional references including company name, contact, address, and phone number.

6.6 The entire RFP document should be completed and submitted with any additional documentation supplied by the proposer to support products and/or warranty.

7.0 EQUIVALENCE

- 7.1 The command module may be the equivalent of the Grace Industries Watchdog Monitor Radio Transceiving Unit with In-Command or Grace Software package, including the Panasonic Toughbook Computer.
- 7.2 The PASS device may be the equivalent of the grace industries TPASS-4 model T4-M-A, or TPASS-4 model T4-H-A.
- 7.3 The portable remote receiver may be the equivalent of the Grace Industries SuperCell 250 model SC250
- 7.4 The radio signal booster/repeater may be the equivalent of the grace industries Micro Repeater model MREP.
- 7.5 Accessories for products listed in 7.0 may be compatible with the Grace Industries items listed 7.1 through 7.4.

All responders should complete this form!

PRICE SHEET

Pass Device with Motion Sensing \$ _____ per unit

Pass Device w/ Motion and Temperature Sensing \$ _____ per unit

Portable remote receiver \$ _____ per unit

Command Module w/ software and laptop \$ _____ per unit

Antenna System \$ _____ per unit

Radio Signal Booster and Repeaters \$ _____ per unit

Warranty extension price beyond 3 years required:

Additional Accessories - Vendor may attach additional pages for pricing of any required items not listed , including but not limited to accessories and replacement parts outlined in 6.0.

_____ \$ _____ per _____
_____ \$ _____ per _____

License Agreement Required - Yes or No (agreement must be included in response if required as stated in 6.2 in specifications)

Evaluation Criteria

Price – 40%
Ability to meet specifications – 40%
Corporate Stability – 10%
Professional References – 10%

Responses will be reviewed and evaluated by the Louisville Metro Fire Division.

Procedures for Evaluation of Proposals:

Louisville Metro will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Vendors should exercise particular care in reviewing the proposal format required for the RFP.

The Evaluation Committee shall then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the Committee may recommend short-listing the proposals that are acceptable and susceptible for award.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the Committee may request presentations and/or demos by Vendors, and carry out contract negotiations for the purpose of obtaining best and final offers.

Metro reserves the right to contact any and all references to obtain, without limitation, information regarding the Vendor's performance.

About Grace Industries

Message From The President

Teamwork. Through the years, we have assembled one of the best teams in the safety industry. Our growth has been the direct result of this Team working to build quality safety products within an industry leading company. At every step of our growth process, the Team Members of Grace Industries have taken great pride to ensure that the products we manufacture continue to meet or exceed the highest standards of quality in the industry.

In the coming years, Grace Industries will continue to focus on strategic growth and expansion. We will continue to strive for excellence and recognition as a company that provides a broad range of state-of-the-art life safety products.

No matter how much Grace expands, we have made it a point to never lose sight of the values that brought our company where it is today. It is our way of making sure Grace of tomorrow is built on the same foundation that has helped us sustain continued expansion for over 30 years. - a responsibility to remain a company that is focused on attaining excellence through innovation.



James Campman

James Campman
President and CEO

Quality Policy

***The management and employees
at Grace Industries, Inc. are dedicated to...***

- **SATISFYING OUR CUSTOMERS**
- **MANUFACTURING QUALITY PRODUCTS**
- **ON-TIME PRODUCT DELIVERY**
- **CONTINUALLY IMPROVING OUR PRODUCTS, PROCESSES, AND SERVICE**

PROVIDING OUR CUSTOMERS WITH TOTAL '**SOLUTIONS FOR LIFE SAFETY**'
STRIVING TO ACHIEVE '**EXCELLENCE THROUGH INNOVATION**'

■ ■ ■ **Solutions for Life Safety** ■

SECTION 2

COMPANY BACKGROUND AND HISTORY

2.1 History and Nature of Operations

In October of 1974, James and Grace Campman launched Grace Industries in Silver Spring, Maryland with an initial contribution of \$600. During its first years of operations, Grace's primary products consisted of gas detection instruments, which were marketed via direct mail and press releases to serious trade publications. The gas detection line became popular with fire inspectors and arson investigative personnel. During this time, Mr. Campman also introduced a line of devices for the hearing impaired as well as a security line of products marketed under the name of S.O.S. Alarms. These products sold reasonably well, however, their divergent markets inefficiently leveraged the company's marketing and distribution capabilities. After a year or two of analyzing the market, Jim Campman realized that a greater return on investment could be earned in other areas.

In May of 1976, the Company was moved to its current location of 305 Bend Hill Road in Fredonia, Pennsylvania. During this same time frame, Mr. Campman began looking for products that were unique, could be patent protected, and were in high demand. His association with fire investigators led him to evaluate the needs of firemen, particularly products that could be life saving. He focused on the PASS market (personal alert safety systems), which was a new area for him. At that time, there were 5 or 6 manufacturers producing PASS products. Jim Campman realized that he could design and build a PASS device that could outperform the other products on the market.

The Super Pass was developed in the late 80s and penetrated the fire market in 1991. For the next decade, the company rapidly increased its market share. However, manufacturers of Stand-alone breathing apparatuses began integrating PASS products into their breathing units, and this "bundling strategy" eroded Grace's market share over the last several years. Grace's PASS device is currently the only stand-alone PASS product in North America.

As market share eroded somewhat in the fire market, Grace realized its exposure and began to explore other markets applications for its technology. The Company's products now are sold in lone-worker and security markets as well. Grace continues to focus on exploiting its engineering excellence and design superiority through its innovative culture.

Section 6.5

RFP # 1862

Barb Phillips

From: Paul Emmett [pemmett@graceindustries.com]
Sent: Monday, July 27, 2009 5:14 PM
To: 'Barb Phillips'
Subject: FW: LFD Bid

LFD Bid request under 6.0 Submittals

Section 6.5

PASCO County Fire Rescue
Captain David Patterson
4111 Land o Lakes Blvd. suite 208
Land O Lakes, FL. 34639
813-929-2750 ext. 2657

Alcoa Fire Department
Chief Roger Robinson
2010 N. Wright Road
Alcoa, TN. 37701
865-380-4997

Houston Fire & EMS Department
Training Division- Brian Kimberly
1205 Dart Street
Houston, TX 77007
cell: 713-859-4285

General Warranty Information

Grace Industries, Inc. warrants Grace Products to be free from defects in workmanship and materials for a period of one year from the date of purchase. This warranty is valid only when the returned products are accompanied by a sales slip or other proof of purchase that states the date and location of purchase. Grace Industries, Inc. will not repair or replace any merchandise under warranty which has been damaged because of accident, misuse or abuse of the products while in possession or control of the consumer. This warranty is void if any attempt to repair or replace parts was made or attempted by other than qualified Grace Industry's Inc. personnel. This warranty is void if any of the sealed compartments are opened or tampered with. Before sending product to Grace for repair, call for Return Material Authorization or RMA #. Please reference RMA# in shipping documents for tracking purposes. Send all repair products, prepaid and accompanied by proof of purchase to: Grace Industries, Inc., Repair Division, 305 Bend Hill Road, Fredonia, PA 16124. Grace Industries, Inc. shall not be liable for any direct, incidental or other consequential loss or damage arising out of the failure of the device to operate. End-user or customer is responsible for return shipping/freight charges.

The sole and exclusive remedy under all guarantees or warranties, expressed or implied, is strictly limited to repair or replacement as herein provided. All implied warranties, including but not limited to, warranties of fitness and merchantability, are hereby limited in duration to a period ending one (1) year from the date of purchase. The warranty and liability set forth in the prior paragraphs are in lieu of all other warranties, expressed or implied, in law or in fact, including implied warranties of merchantability and fitness for a particular purpose. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

This warranty gives you specific legal rights and you may also have other rights which may vary from state to state. Technical assistance is available by contacting Grace Industries, Inc. at 724-962-9231. Product issues may be reported at any time to Grace Industries, Inc. at 724-962-9231.

**9.0 Bid Number 1862 submitted by Grace Industries Inc.,
for the Louisville Division of Fire Electronic Firefighter Accountability
System RFP 7-28-09**

Maintenance - TPASS and Associated Equipment with warranty repair cost schedule					
	NOTE: During the additional two year warranty period (years 2 and 3 beyond the manufacturer's stated one year warranty) the City shall pay Grace Industries Inc. the following rates for repair or replacement:		Year 1	Year 2	Year 3
8	TPASS 4 -Motion Only	TP4-M-A	\$0.00	\$160.00	\$240.00
9	TPASS 4 -Motion & Temp Only	TP4-H-A	\$0.00	\$170.00	\$255.00
10	Portable remote receiver (SC250)	SC250M	\$0.00	\$140.00	\$210.00
11	Radio Signal Booster and Repeaters (Micro Repeaters)	MREP	\$0.00	\$140.00	\$210.00
12	Command Module	ICFS	\$0.00	\$495.00	\$742.50
13	Command Module software upgrade and support, <i>List price of \$395 discounted to \$99</i>	SUMCIC	\$0.00	\$99.00	\$99.00
14	Toughbook Computer with three year Panasonic factory warranty	PTBC	\$0.00	\$0.00	\$0.00
15	Antenna System (external antennas) Included with Command Module	ANT-WD	\$0.00	\$24.00	\$24.00
Maintenance - TPASS and Associated Equipment with extended warranty repair cost schedule					
	NOTE: Extended warranty (years 4 and 5) beyond two year additional warranty period the City shall pay Grace Industries Inc. the following rates for repair or replacement:		n/a	Year 4	Year 5 as per Grace Ind. Repair Schedule
16	TAPS 4 -Motion Only	TP4-M-A	n/a	\$480.00	n/a
17	TAPS 4 -Motion & Temp Only	TP4-H-A	n/a	\$510.00	n/a
18	Portable remote receiver (SC250)	SC250M	n/a	\$315.00	n/a
19	Radio Signal Booster and Repeaters (Micro Repeaters)	MREP	n/a	\$315.00	n/a
20	Command Module repair to include time and material and not to exceed stated price	ICFS	n/a	\$995.00	n/a
21	Command Module software upgrade and support, <i>List price of \$395 discounted to \$99</i>	SUMCIC	\$0.00	\$99.00	\$99.00
22	Tough book Computer may be purchased direct from Panasonic	PTBC	n/a	n/a	n/a
23	Antenna System (external antennas) Included with Command Module	ANT-WD	n/a	\$49.00	\$49.00

**9.0 Bid Number 1862 submitted by Grace Industries Inc.,
for the Louisville Division of Fire Electronic Firefighter Accountability
System RFP 7-28-09**

Maintenance - User Replaceable Components and Parts					
24	TP4 Accountability key - per key	AKS3T4	\$18.00	10%	\$16.20
25	TP4 Rehab key - per key	RKS3T4	\$25.00	10%	\$22.50
26	Antenna for TP4	ANT-1	\$20.00	10%	\$18.00
27	Battery cover (includes "O" ring)	BCS3T4	\$25.00	10%	\$22.50
28	"O" ring for battery cover (Bag of 5)	OR-BCS3T4	\$5.00	10%	\$4.50
29	Stainless Steel Screws 10x32x7/16 phillips flat (Bag of 100)	SSS-10/32	\$15.00	10%	\$13.50
30	Silicone Protective Cover	SPCT4	\$30.00	10%	\$27.00
31	Wire Attachment Clip (bag of 5)	WACS3T4	\$5.00	10%	\$4.50
32	Short Wire Attachment Clip (bag of 5)	SWACS3T4	\$3.75	10%	\$3.38
33	Dow Silicone grease (#7) for O rings	SG#7	\$16.50	10%	\$14.85
34	Clockset and log download software with IR interface device	S3T4CSLD	\$189.00	10%	\$170.10
35	External Antenna System for Command Module	ANT-WD	\$49.00	10%	\$44.10
Maintenance - Non-User Replaceable Components and Parts					
36	SuperCell replacement battery (non-field replaceable)	SCRB	\$140.00	10%	\$126.00
37	Watchdog replacement battery (non-field replaceable)	WDRB	\$170.00	10%	\$153.00

RFP 1862 – Accountability System for Fire Department(s)

Louisville Metro has determined the following quantities of items will be purchased initially, with the option to order more items using the 6 month purchase option. We also have chosen not to purchase the extended warranties offered for these products.

Part #	Item Description	Cost \$/ea	Qty
TP4-H-A	TPASS4 Motion and Temperature with one year warranty	\$ 945	1744
SC250M	SC250 – Portable Remote Receiver with one year warranty	\$ 532	181
PTBC	Toughbook Computer w/ 3 yr Panasonic factory warranty	\$ 4999	30
ICFS	Command Module w/ software and one year updates and support	\$ 7595	30
WD (no part # listed)	Watchdog	\$ 7595	1
MREP	Radio Signal Booster and Repeaters (Micro Repeaters) with one year warranty	\$ 565	35
RKS3T4	Rehab Key	\$ 22.50	362
AKS3T4	Accountability Key	\$ 16.20	220
SPCT4	Silicone Protective Cover	\$ 27.00	115
ANT-WD	External Antenna System for Command Module	\$ 44.10	3
ANT-1	Antenna for TP4	\$ 18.00	39
BCS3T4	Battery Cover (w 'o' ring)	\$ 22.50	26
OR-BCS3T4	"O" Ring for battery cover (bag of 5)	\$ 4.50	28
SSS-10/32	Stainless Steel Screws (bag of 100)	\$ 13.50	6
WACS3T4	Wire Attachment Clip	\$ 4.50	27
SWACS3T4	Short Wire Attachment Clip (bag of 5)	\$ 3.38	25
SG#7	Dow Silicone Grease (#7) for O Rings	\$ 14.85	6
S3T4CSLD	Clockset and log download software with IR interface device	\$ 170.10	5

SCRB	Supercell Battery Replacement	\$ 126.00	3
WDRB	Watchdog Replacement Battery (non-field replaceable)	\$ 153.00	1