



Hancock County Fiscal Court

NOTICE OF REQUESTS FOR PROPOSALS

TITLE: P25 Digital Trunked Voice/Data Communications System

RFP Release Date: April 12, 2022

Public Notice Advertisement Date: April 14, 2022

Pre-Proposal Conference Date: May 5, 2022 - 9:00 AM CST

Proposal Due Date: May 26, 2022 - 2:30 PM CST

PRE-PROPOSAL CONFERENCE: May 5, 2022 – 9:00 AM CST
Hancock County Fiscal Court Administration Building, 3rd Floor
225 Main Cross Street
Hawesville, KY 42348

RFP SUBMISSION DUE: May 26, 2022 – 2:30 PM CST
P25 TRUNKED RADIO SYSTEM RFP - SEALED
Hancock County Fiscal Court
Judge/Executive Office
225 Main Cross Street
PO Box 580
Hawesville, KY 42348

RFP OPENING: May 26, 2022 – 2:30 PM CST
Hancock County Fiscal Court Room
Hancock County Fiscal Court Administration Building, 3rd Floor
225 Main Cross Street
Hawesville, KY 42348

DESCRIPTION: Hancock County Fiscal Court is soliciting Proposals from qualified Respondents for a Five (5) - site P25 Trunked Digital Voice/Data Radio System including End User Equipment.

Proposals must be in the actual possession of the Judge Executive’s Office Staff at the location indicated, on or prior to the exact time and date indicated above. Proposals received by the correct time and date shall be opened and the amount Proposal shall be publicly read at the time and date indicated above. Late Proposals shall not be considered.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION FOR PROPOSAL.
RESPONDENTS MUST BE IN ATTENDANCE AT THE PRE-PROPOSAL CONFERENCE IN ORDER TO SUBMIT PROPOSAL.

This proposal solicitation document is available in Adobe Acrobat (pdf) format. Any alterations to this document made by the Respondent may be grounds for rejection of Proposal, cancellation of any subsequent award or any other legal remedies available to Hancock County Fiscal Court.

TABLE OF CONTENTS

SECTION A: INFORMATION FOR RESPONDENTS

1. Definition of Terms
2. Proposal Submission
3. Preparation of Proposals
4. Pre-Proposal Conference
5. Right of Rejection
6. Withdrawal of Proposal
7. Amending of Proposal
8. Interpretation of Proposal and/or Contract Documents
9. Right to Amend
10. Turnkey Approach
11. Proposal Offer Firm
12. Consideration of Proposals
13. Discovery
14. Security Bond
15. No Obligation
16. Respondent Profile
17. Technical Proposal
18. Cost Proposal
19. Award

SECTION B: GENERAL TERMS AND CONDITIONS

1. Governing Law
2. Contract
3. Specifications
4. Certification
5. Materials and Workmanship
6. Payment and Performance Bond
7. Equal Employment Opportunity
8. Payment
9. Returned Goods Policy
10. Inclusion of Limitations
11. Taking Exceptions
12. Insurance
13. Occupational Licenses
14. Indemnification
15. Abandonment
16. Statement of Liability
17. Worksite Damages
18. Applicable Codes and Regulations
19. Construction Permits
20. Configuration Responsibility
21. Prime Contractor Responsibility
22. Warranty Period
23. Termination
24. Compliance with Federal Guidelines
25. Clean Air Act
26. Federal Water Pollution Act
27. Procurement of Recovered Materials
28. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Equipment or Services
29. Domestic Preference
30. Access to Records
31. Americans with Disabilities Act
32. Contract Work Hours and Safety Standards Act
33. Conflict of Interest
34. Contract Document Hierarchy
35. Debarment/Suspension
36. Byrd Anti-Lobbying Act

SECTION C: SOLICITATION CHECKLIST FOR RESPONDENTS

- 1. Documents
- 2. Notes

SECTION D: SPECIFICATION REQUIREMENTS

SYSTEM OVERVIEW

1. SYSTEM NETWORK ARCHITECTURE

- 1.1.1 Network Description
- 1.1.2 Coverage Design
- 1.1.3 Inter-Site Network
- 1.1.4 Network Diagram
- 1.1.5 Interoperability
- 1.2 Network Management and Alarm Reporting
- 1.3 System Features
 - 1.3.1 Transparent Roaming
 - 1.3.2 Interfaces
- 1.4 Call Types
 - 1.4.1 Call Types
 - 1.4.2 Automatic Vehicle Location (AVL)
- 1.5 System Security
 - 1.5.1 Subscriber Authentication
 - 1.5.2 Encryption
 - 1.5.3 Lost or Stolen Radios

2. INFRASTRUCTURE EQUIPMENT SPECIFICATIONS

- 2.1 Repeater Base Station Equipment Features
 - 2.1.1 Repeater/Base Station RF
 - 2.1.2 Repeater Programming and Maintenance
 - 2.1.3 Spare Major Components
 - 2.2.1 Combiner Specification and Requirements
 - 2.3.1 Antenna/Transmission Line Specifications and Requirements
 - 2.4.1 Shelter/Equipment Rack Specifications
 - 2.5.1 Battery Operation/UPS
 - 2.6.1 GPS Reference and Time
 - 2.7.1 Licensing
 - 2.8.1 Documentation and Software

3. SUBSCRIBER UNIT SPECIFICATIONS

- 3.1.1 Mobile Subscribers
- 3.1.2 Portable Subscribers
- 3.1.3 Pager Subscribers
- 3.1.4 Multi Bay Charging Dock
- 3.1.6 Vehicle Repeater Microphones
- 3.1.7 Quantities and Pricing

4. SUBSCRIBER UNIT PROGRAMMING

5. SERVICES

- 5.1 Implementation
 - 5.1.1 General
 - 5.1.2 Project Schedule
 - 5.1.3 Work Breakdown Structure
 - 5.1.4 Transition Plan
 - 5.1.5 Acceptance Test Plan
- 5.2 Warranty and Maintenance
 - 5.2.1 General
 - 5.2.2 Warranty Period Maintenance
 - 5.2.2 Warranty Period Maintenance
 - 5.2.3 Warranty Maintenance Contract Term
 - 5.2.4 Warranty Maintenance Personnel
 - 5.2.5 Warranty Maintenance Response Time
 - 5.2.6 Availability of Replacement Parts
- 5.3 Training

ATTACHMENT 1: REFERENCE MAP FOR TOWER SITES AND MICROWAVES

ATTACHMENT 2: PROPOSAL PRICE SHEETS

ATTACHMENT 3: CERTIFICATION FOR CONTRACTS

ATTACHMENT 4: OFFER TO CONTRACT

SECTION A. INFORMATION FOR RESPONDENTS

It is the intention of the Hancock County Fiscal Court to execute a contract with the Contractor whose proposal of this turnkey project is deemed most advantageous in accordance with the evaluation criteria specified in this RFP.

LEGAL NOTICE

Hancock County Fiscal Court is accepting proposals for a P25 Digital Trunked Voice/Data Communications System. A full proposal packet, including information on the mandatory pre-proposal meeting and site visits, may be obtained at <https://gradd.com/hancock-rfp/>. Sealed proposals are due by 2:30 PM on May 26, 2022, at which time they will be publicly opened. The Hancock County Fiscal Court reserves the right to reject any and all proposals.

Hancock County Fiscal Court is an Equal Opportunity Employer and encourages Section 3 businesses, and minority and women owned contractors to submit proposals. Hancock County Fiscal Court also encourages firms to consider hiring subcontractors and employees of Section 3 businesses, and minority and women owned contractors.

1. DEFINITION OF TERMS

“RFP” shall refer to this Request for Proposals. “Proposal” shall mean a written offer to provide the equipment and services in accordance with requirements specified herein.

“Respondent” or “Proposer” shall mean a person, firm or corporation who submits a Proposal to provide equipment, material, and/or services necessary in the performance of the requirements specified herein.

“County” shall refer to the Fiscal Court of Hancock County in the Commonwealth of Kentucky and any official Hancock County departments and agencies.

“System,” “Radio System,” “P25 Radio System” or “P25 Trunked Radio System” shall refer to an integrated collection of equipment, hardware and software that is fully-functional and capable of delivering the performance and features required per this RFP.

“Furnish,” “provide,” “propose” or “offer” shall mean to supply, equip, deliver, and install the specified equipment, material and/or services to the Purchaser.

“Must,” “shall,” “will,” “is required” and “are required” are terms that identify a mandatory item or factor. Failure to comply with a mandatory item or factor may result in the elimination of the Respondent’s Proposal from future consideration.

“Agreement,” “Contract” or “award” shall refer to the P25 RADIO SYSTEM purchase contract that will be negotiated with the Respondent deemed most qualified per (standard of award number).

“Contractor” shall mean a person, firm or corporation awarded a Contract(s) (i.e., the selected Respondent) through this RFP process to provide the equipment and services specified herein.

“Buyer” shall refer to the legal entity entering into a purchase Agreement with the Contractor for the purchase of goods and services as defined by this RFP and subsequent contract documents.

2. PROPOSAL SUBMISSION

- A. Proposals must be submitted in complete on the original **PRICE SHEETS** with required documentation.
- B. Proposal submission shall include (1) one original and five (5) hardcopies along with (1) one electronic copy in PDF format on USB drive of their response to RFP. If the Proposal contains confidential information as defined in §1.D, the Respondent shall also submit one redacted electronic copy of the proposal in PDF format with confidential information removed. Proposals must be submitted in a sealed package or container marked “**P25 TRUNKED RADIO SYSTEM RFP - SEALED**” to the address below no later than 2:30 PM CST on May 26, 2022. The public proposal opening will immediately follow. All proposals received after May 26, 2022, at 2:30 PM CST will be considered non-responsive. Faxed or electronic transmitted proposals **WILL NOT** be accepted. The letter transmitting the proposal must be signed by an officer of the firm/organization authorized to bind the respondent as required by this solicitation.

Hancock County Fiscal Court
Judge/Executive Office
PO Box 580
225 Main Cross Street
Hawesville, KY 42348

- C. Kentucky statutes require that proposals be managed and utilized in a manner that avoids disclosure of the contents to competing firms and keeps the proposal contents confidential during evaluations and contract negotiations. Designated participants in the proposal evaluation process will certify their concurrence with the confidentiality policy through an agreement with the County. The Respondent understands that any material supplied to the County may be subject to public disclosure under the Kentucky public records statutes after award of a contract. Trade secrets and confidential information in proposals are not open for public inspection or disclosure if such information is clearly identified and contained on a separate page in the proposal. This identification shall be performed by individually marking each relevant page with the words "Proprietary Information." Per Kentucky statutes, pricing information for goods or services is not considered confidential information. If the Respondent fails to identify proprietary information, they agree that by submission of their proposal any and all unmarked pages shall be deemed non-proprietary and made available upon public request.
- D. All reports, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material submitted by the Respondent shall become property of the County upon receipt.

3. PREPARATION OF PROPOSALS

- A. The Proposal shall be legibly prepared with ink or typed.
- B. If an error is made it shall be crossed out, corrected and initialed in ink beside the correction by the Respondent.
- C. The Proposal shall be signed in ink on the OFFER TO CONTRACT page and the complete address of the Respondent given thereon.
- D. In the case of errors in the extension price, the unit price will govern.
- E. Proposal in accordance with the unit of measurement requested (i.e., case, package, each).
- F. Hancock County Fiscal Court is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in Proposal prices.

4. PRE-PROPOSAL CONFERENCE

The County will conduct a Pre-Proposal Conference for all interested parties.

Date: May 5, 2022
Time: 9:00 am CDT
Location: Hancock County Fiscal Court Room, Administration Building, 3rd Floor
225 Main Cross Street
Hawesville, KY 42348

Attendance at the conference is mandatory to submit a proposal. A representative from each responding firm must attend the conference and complete the official sign-in form provided at the conference. The conference will include an inspection of the dispatch facilities, existing transmission site locations, and select candidate site locations. The conference will begin as noted above with an informational meeting. Facility visits will follow. Respondents will be required to email any pertinent questions, per §A.8. prior to the conference, in order to allow the County time to prepare adequate responses. It is reiterated herein that any verbal questions and answers are informal and non-binding. Any questions issued at the Pre-Proposal Conference must be formally submitted through the defined process. Official answers to all questions will be provided per §A.8.

5. RIGHT OF REJECTION

Hancock County Fiscal Court reserves the right to reject any or all Proposals and to waive any informalities and minor irregularities or defects in Proposals.

6. WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn by a duly authorized representative of the Respondent at any time prior to the proposal submission deadline, upon presentation of acceptable identification. Proposals are an irrevocable offer and may not be withdrawn after opening.

7. AMENDING OF PROPOSALS

A Respondent may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements of a previously submitted proposal and must be clearly identified as such in the transmittal letter. The County will not merge, collate, or assemble proposal materials.

8. INTERPRETATION OF PROPOSAL AND/OR CONTRACT DOCUMENTS

The County has designated Blake Edge as the “RFP Manager” for this project. The RFP Manager shall serve as the single point of contact throughout this procurement process. Any potential Respondent requiring further clarification of the RFP procedure contained herein should submit specific question via email to:

Blake Edge, Green River Area Development District

blakeedge@gradd.com

During the review of the RFP and preparation of the Proposal, certain errors, omissions or ambiguities may be discovered. Any explanation, clarification or interpretation desired by a Respondent regarding any part of this RFP must be requested in writing at least 14 days prior to the published submission deadline, as reference in this RFP or addenda. Interpretations, corrections or changes to the RFP made in any other manner are not binding, and respondents shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding. The attempt to question staff or the representatives of the County or municipalities within the County, verbally or otherwise, may result in disqualification. The email subject line must clearly identify the RFP by title.

9. RIGHT TO AMEND

The County reserves the right to amend or supplement the Request For Proposals giving equal information and cooperation to all Respondents. Any interpretations, corrections, or changes to the RFP will be made by addendum via Green River Area Development District’s website at <https://gradd.com/hancock-rfp/>. Sole issuing authority of addenda shall be vested in the RFP Manager. Only information supplied in the RFP and official addenda shall be used in the preparation of Proposals.

10. TURNKEY APPROACH

The desired proposal is one in which the Contractor delivers, installs, and configures specified equipment and provides training and documentation. This RFP specifies equipment and performance standards. It is the Contractor’s responsibility to determine the specific hardware, software, accessories, and services required to deliver a fully-functional system. The County will not issue any change orders based on the fact that a detail was omitted from the Contractor’s proposal.

Delivery

Proposals shall include all charges for delivery, packing, crating, containers, etc. Prices in Proposal will be considered as being based on F.O.B. Delivered, freight included. The term F.O.B. shall mean delivered and unloaded into the determined sites with all charges for delivery and unloading prepaid by the Respondent.

11. PROPOSAL OFFER FIRM

Responses to this RFP, including pricing information, will be considered firm for 180 days after the latter of: 1.) the due date for receipt of proposals; or 2.) the date of receipt of the Respondent’s last, best-and-final offer is submitted.

12. CONSIDERATION OF PROPOSALS

Discussions may be conducted with respondents capable of being selected for the award for the purpose of clarification. Until award of the Contract is made by the County, the right will be reserved to reject any or all proposals, to re-advertise for new proposals, or to proceed with the work in any manner as may be considered in the best interest of the County.

13. DISCOVERY

The County may elect to conduct any of the following additional activities with any respondent:

- A. Equipment and products demonstrations
- B. Reference checking
- C. Client site visits
- D. Meetings/interviews with Respondent representatives

14. SECURITY BOND

The Hancock County Fiscal Court shall be the Obligee of the required surety bond associated with proposals. The Respondent shall make payable to Hancock County Fiscal Court, a security bond (i.e., bid bond) in an amount equal to 5% of the total proposal price of all hardware, software, and services, excluding options, to be provided under the

Contract. The security bond shall be issued by a surety authorized to do business in the Commonwealth of Kentucky. No cash, checks, certified check, cashier's check or other forms of payment will be accepted. The selected Respondent's bond will be retained until the Contract has been executed and the Respondent/Contractor has furnished the required payment and performance bonds. The County reserves the right to retain all other respondents' security bonds for up to 180 days from proposal receipt deadline or until the Contract is executed, whichever is earlier. If the selected respondent should refuse to enter into a contract, the Hancock County Fiscal Court will redeem such respondent's security bond.

15. **NO OBLIGATION**

This procurement in no manner obligates the County or any of its agencies to the eventual purchase, rental, or lease of any software, hardware or services offered until authorized by the County and confirmed by a written contract signed by an authorized representative of the County.

16. **RESPONDENT PROFILE**

The Respondent profile must provide information on the Respondent's firm or organization, including the parent company, if applicable. In the specific order, it must provide the following information:

- A. Clearly define the qualifications of the firm including experience with similar projects.
- B. An outline of the Respondent's proposed project organization including key project personnel and a statement of experience for each.
- C. A description of how the Respondent proposes to provide support and maintenance for the equipment and options outlined in this RFP.
- D. Professional references for the Respondent must be provided. A list of Public Safety Radio System projects must be provided. The Respondent shall provide project information regarding project status of all referenced Public Safety Radio System projects.
- E. A list of all proposed subcontractors will be provided describing the anticipated service, software, and/or equipment to be provided. The experience, qualifications and technical support for each subcontractor shall be clearly stated. Respondents shall list all employees and subcontractors that will require access to County facilities. These employees will be subject to a background investigation prior to approval for access to those locations. The County shall have sole authority in approving Contractor employees and subcontractors for access.
- F. The Respondent shall provide a preliminary outline demonstrating the Respondent's approach to organization and completion of the project encompassing all appropriate activities and milestones including those tasks, which are deemed to be the responsibility of the County. Tasks shall be clearly identified as to whether they are the responsibility of the Respondent, a specified subcontractor, or County. The primary purpose of the outline is to obtain a general understanding of the Respondent's approach to accomplishing the requirements herein.
- G. The Respondent must provide a clearly stated description of their Problem Escalation Procedures that will be followed to support the timely implementation of the Public Safety Radio System project. This detailed description shall identify management and technical resources proposed to support the project in the event of equipment or personnel problems.

17. **TECHNICAL PROPOSAL**

A Technical Proposal must be submitted that encompasses all RFP requirements and options. The Technical Proposal must be clearly divided so that each optional task or item described in the RFP is completely distinguishable and may be considered separately. The Technical Proposal shall include a Point-By-Point response to the RFP. The Point-By-Point Response shall specifically accept, clarify, or take exception to each section of the RFP. Each response must be complete without reference to other sections of the response.

An electronic copy of the RFP document will be made available to facilitate this requirement. The technical proposal must be physically separate from the submitted cost proposal. Proposals lacking adequate documentation will receive a lower score on the proposal evaluation.

18. **COST PROPOSAL**

The Cost/Pricing Proposal must be submitted as a separate document from the Technical Proposal and must include all costs of the proposed offering and system options as defined herein. Official proposal pricing sheets are included as **Attachment 2** and must be accompanied by Proposer's itemized price/cost sheets. All costs associated with implementing the proposed equipment, services, and options must be included on the official pricing sheets. The Respondent may add items to the pricing sheet if necessary to accommodate their offering.

An electronic copy of the pricing sheet will be provided as a courtesy. The Respondent shall be responsible for the accuracy of all information, calculations, and values presented in their pricing proposal. Additional narrative and other information may be included as needed to adequately explain all costs and options associated with the Proposal.

19. AWARD

The Proposal will be awarded to that responsible, responsive Respondent whose Proposal, conforming to this solicitation, will be most advantageous to Hancock County Fiscal Court at lowest price. Any Respondent who is in default to Hancock County Fiscal Court at the time of submittal of the Proposal may have their Proposal rejected. Hancock County Fiscal Court reserves the right to clarify any contractual terms with the concurrence of the Respondent; however, any substantial non-conformity in the offer, as determined by Hancock County Fiscal Court, may result in the offer rejected. Hancock County Fiscal Court qualifications of the Respondent, technical compliance with RFP Specifications, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Hancock County Fiscal Court may conduct such investigations as it deems necessary to assist in the evaluation of a Proposal and to establish the responsibility, qualifications and financial ability of the Respondent to fulfill the contract.

While price is a factor, the lowest Proposal may not be the best fit for the Hancock County Fiscal Court. County reserves the right to waive informalities and irregularities in proposals received. Hancock County Fiscal Court may negotiate with the selected vendor after the award is made regarding variations to the original proposal that may be in the best interest of Hancock County. County may negotiate a contract with another qualified Respondent in the event that the Respondent does not successfully and expeditiously execute a contract initially selected for contract award.

An award shall be made to the most responsive and responsible respondent evaluating the following criteria with a Total Possible Score of 100 points:

1. Technical Compliance: Maximum Score: 35

This evaluation shall consider the degree to which the technical requirements and ability to perform conformity to specifications of this RFP are met.

2. Respondent References: Maximum Score: 20

This evaluation will consider the Respondent’s experience and qualifications with similar public safety radio system projects, professional references, financial stability, and other items included in the Respondent Profile section of RFP.

3. Acquisition, Maintenance and Operational Costs: Maximum Score: 35

This evaluation will consider all costs associated with initial implementation, maintenance, and other costs identified in the Cost/Pricing Proposal section of this RFP, along with warranties and service contracts available.

4. Complete Project Implementation Schedule: Maximum Score: 10

This schedule shall include a time-line of all the tasks proposed by the Respondent. This schedule shall include all tasks to be completed by the Respondent and its subcontractors.

Total Possible Score: 100

SECTION B: GENERAL TERMS AND CONDITIONS

1. GOVERNING LAW

This agreement shall be enforced under the laws of the State of Kentucky. Respondent must comply with all applicable federal, state, county, and city laws, ordinances, and regulations. Respondent shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Respondent shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Respondent. Respondent shall adhere to any provisions of Social Security, Worker's Compensation or Unemployment Insurance Laws (local, state or federal). Respondents must disclose any fines, sanctions, debarment or litigation involving the company or its employees during the last five (5) years; or violations of KRS 136, 139, 141, 337, 338, 341 and 342 if they apply to company.

2. CONTRACT

It is understood and agreed that this Proposal, when certified by authorized signature, is an offer to contract with Hancock County Fiscal Court based upon the terms, conditions, and specifications contained in Hancock County Fiscal Court's RFP. When the Proposal is approved and accepted in writing by Hancock County Fiscal Court this shall constitute a valid and binding contract between Hancock County Fiscal Court and the Respondent.

3. SPECIFICATIONS

Unless otherwise stated by the Respondent, the Proposal will be considered as being in accordance with Hancock County Fiscal Court's applicable standard specifications, and any special specifications outlined in the Proposal document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the Respondent in interpreting the requirements of Hancock County Fiscal Court, and should not be construed as excluding Proposals. Hancock County Fiscal Court reserves the right to determine if equipment/product being listed in Proposal is an acceptable alternate. Descriptive literature is required when Proposing brand/model that has not been specifically listed as an acceptable/brand model. The literature included in Proposal shall be sufficient enough in content to prove the brand/model meets or exceeds the specifications listed.

Line items that state a particular brand and "ONLY" have been designated as being a proprietary brand/model. In such cases only the brand and model listed will be acceptable. All products, materials, supplies and equipment offered and furnished shall be new, unless otherwise so stated, and must have been formally announced by the manufacturer as being commercially available.

Unit price Proposals are requested on products or services that equal or exceed the specifications listed. The absence of detailed specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail, and that only first quality materials and workmanship are to be used.

All interpretations of specifications shall be made from this statement. It is understood that the specifications or references to available specifications shall be sufficient to make the terms of such specifications binding on the vendor/contractor. Respondents must submit for Proposal evaluation applicable cuts, sketches, descriptive literature, and technical specifications covering the product offered, when applicable. Reference to literature submitted previously will not satisfy this requirement.

Any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Proposal, may be considered non-responsive and Proposal rejection. Hancock County Fiscal Court reserves the right to disregard any conflicting terms and conditions submitted by the Respondent and hold the Respondent to the submitted Proposal price.

4. CERTIFICATION

By signature on the **Offer to Contract** page, §C.3, Respondent certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The Respondent has not given, offered to give, nor intends to give any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection to the submitted offer.
- C. The Respondent hereby certifies that the individual signing the Proposal is an authorized agent for the Respondent and has the authority to bind the Respondent to the contract.

5. MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose.

6. PAYMENT AND PERFORMANCE BOND

Simultaneous with delivery of each executed Contract, the selected Contractor shall provide a surety bond or bonds as security for faithful performance of the Contract and for the payment of all persons performing labor on the project under the Contract and furnishing materials in connection with the Contract, in the amount of 100% of the Contract amount. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to and subject to investigation by the County.

7. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall comply with the Kentucky Human Rights Act, HRA 344.150 – 344.270 as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity EEO 45.550 – 45.640. Furthermore, the Contractor shall comply with the Employment Discrimination Act, EDA 344.040, 344.050 as amended.

Equal Employment Opportunity: During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant' and refer the case to the Department of Justice for appropriate legal proceedings.

8. PAYMENT

Payment to Contractor shall be made within 30 days of the second Monday of the month following the submittal date of a correct invoice for goods received or work completed and after delivery and acceptance of the equipment or approval of work.

9. RETURNED GOODS POLICY

All products shipped in error (i.e., any item shipped not meeting specifications of ordered product or received damaged) shall be picked-up at no charge to Hancock County Fiscal Court and issuing a full credit of any said product to Hancock County Fiscal Court.

10. INCLUSION OF LIMITATIONS

The inclusion in any Proposal of a limitation of remedies clause or a limitation of liabilities clause shall be cause for rejection.

11. TAKING EXCEPTIONS

Exceptions to terms and conditions and/or those proposed by the Respondent which may vary from the invitation to Proposal may render the Proposal unresponsive and subject the Proposal to rejection.

12. INSURANCE

The Contractor agrees to keep and maintain for the duration of the Contract including but not limited to commercial general liability, auto liability, workers' compensation, employer's liability, professional liability, and umbrella coverage with at least the minimum limits shown below. The Contractor shall provide evidence of insurance coverage consistent with this requirement prior to execution of the Contract. The Contractor shall furnish the Buyer listed as Certificate Holder and as an additional insured on the Contractor's general liability policy and provide a waiver of subrogation on the Contractor's workers' compensation policy. In the event of bodily injury or property damage loss caused by the Contractor's negligent acts or omissions in connection with Contractor's services performed under this Agreement, the Contractor's Liability insurance shall be primary with respect to any other insurance which may be available to the Buyer, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the Contractor sand Contractor's insurance carrier shall give the Buyer at least thirty (30) days prior written notice.

No work shall be performed until the Contractor has furnished the above reference certificates of insurance and associated endorsements, in a form suitable to the Buyer. Upon request, the Contractor shall provide copies of their insurance policies to the Buyer.

Commercial General Liability:	\$1,000,000 per occurrence
Excess (Umbrella) Liability:	\$2,000,000
Commercial Auto Liability:	\$1,000,000 combined single limit
Workers' Compensation:	Statutory
Employer's Liability:	\$500,000 each accident/total disease/employee disease
Professional Liability:	\$1,000,000 per claim-made / \$2,000,000 aggregate

13. OCCUPATIONAL LICENSES

All Contractors and Subcontractors must have or obtain a Hancock County Business License prior to execution of Contract. Respondents/Offerors must be in full compliance with all County Business License and Occupational Tax Ordinances prior to execution of Contract. Additional licenses may be required throughout the duration of the Project, and their obtainment is the sole responsibility of the Contractor. The County shall have the right to reject any Proposals/Contracts that are not in compliance with these Ordinances.

14. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless Hancock County and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgements and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the Contractor or any employee, agent or assign of the Contractor. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by Hancock County or its officers or employees. Nothing herein shall be construed as a waiver on the part of Hancock County to defense of any claim, including, but not limited to the defense of government immunity.

15. ABANDONMENT

In the event the Contractor fails to complete all or any portion of the work to be performed as specified in the Contract, it will forfeit all retainage from completed portions of the project. Additionally, the Contractor will be liable for subsequent costs incurred to complete the project; to the extent such additional costs exceed the amount of contractual retainage held.

16. STATEMENT OF LIABILITY

The County shall not be liable in the event of loss, destruction, or theft of, Contractor-provided equipment, software, and technical literature which might occur prior to transfer of ownership to the County. It is the Contractor's responsibility to obtain insurance coverage for such loss in an amount the Contractor deems appropriate.

17. WORK SITE DAMAGES

Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

18. APPLICABLE CODES AND REGULATIONS

The Contractor is responsible for compliance with all applicable codes and regulations including but not limited to the latest adopted versions of the Kentucky Building Code, National Electrical Code, International Fire Code, International Mechanical Code and all other applicable codes by the Commonwealth of Kentucky.

The Contractor shall also be responsible for compliance with applicable Environmental Protection Agency, Federal Communications Commission and Federal Aviation Administration regulations and any other codes or regulations necessary for implementation of the Contractor's proposal.

19. CONSTRUCTION PERMITS

The Contractor shall be responsible for obtaining all necessary construction permits for system installation and implementation. The County will provide assistance in expediting the permitting process. The Contractor will retain the ultimate responsibility for obtaining the appropriate construction permits.

20. CONFIGURATION RESPONSIBILITY

Contractor will be responsible for the configuration and integration of all equipment, systems and services furnished under the Contract. Contractor will be solely responsible for the performance of the delivered equipment. Any additional components not specifically identified in the Contract and its attachments, but that is required in order to fulfill the requirements set forth under the terms and conditions of the Contract, shall be provided and installed by the Contractor without additional charge(s).

21. PRIME CONTRACTOR RESPONSIBILITY

If a Proposal includes hardware, software and/or other services to be supplied by the other vendors or subcontractors, it will be mandatory for the Contractor to function as Prime Contractor for the procurement of the entire system and related services. The Contractor shall be considered the sole point of contact with regard to contractual stipulations to include payment of any and all charges; the County does not recognize subcontractors in this instance.

In addition, the Contractor will be responsible for meeting all other requirements of these specifications. This includes, but is not limited to, taking affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are used when possible. The Proposal must clearly indicate the hardware and software which is not manufactured, marketed and/or maintained by the Contractor.

Subcontractors utilized for the project shall be companies with experience providing the relevant equipment and services assigned by the Contractor. The Contractor shall state the tasks and time commitments for each proposed subcontractor. Contractor shall provide acceptable documentation proving each subcontractor's qualifications, the number of, and the qualifications of, their personnel available for the contract work.

Contractor agrees to use only the subcontractors and personnel previously identified. Assignment of different subcontractors and personnel other than identified will require written permission from the County. The County reserves the right to disapprove, with reasonable cause, any subcontractor and any employee.

Contractor agrees that it is fully responsible for the acts and omissions of its subcontractors on the same basis as it is for the acts of omissions of persons directly employed by it, and that failure of the County to disapprove a subcontractor shall in no way relieve the Contractor of such obligations. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the County nor create any obligation on the part of the County to pay, or to see the payment of, any sums to any subcontractor. The Contractor shall not write any subcontract at variance with the conditions of the Contract documents.

The Contractor shall operate as an independent and not as an officer, agent, servant or employee of the County. The Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions for its officers, agents, employees, vendors and subcontractors. The doctrine of respondent superior shall not apply as between the County and Contractor, its officers, agents, employees and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between the County and Contractor, its officers, agents, employees, consultants and subcontractors.

22. WARRANTY PERIOD

Warranty information shall be provided for each item supplied under this contract.

23. TERMINATION

The County may terminate the Contract at any time, with or without cause, for convenience, or any reason by notice, in writing, mailed certified mail, return receipt requested, to the Contractor. Upon receipt of such notice, the Contractor shall immediately discontinue all services and work and the placing of all orders or the entering of contracts for supplies, assistance, facilities and materials in connection with the performance of the Contract and shall proceed to cancel all existing contracts insofar as they are chargeable to the Contract.

If the County terminates the Contract under the foregoing paragraph, the County shall pay the Contractor for services actually performed prior to such termination, less such payments as have been previously made. The Contractor shall not be entitled to any further compensation for work performed by the Contractor or subcontractors under its control or direction from date of receipt of notice of cancellation.

Upon termination of the Contract, the Contractor shall provide the County with reproducible copies of all completed work or partially completed documents prepared under the Contract, all such documents being owned by the County.

24. COMPLIANCE WITH FEDERAL GUIDELINES

- A. Selected Respondent(s) agrees to comply with the requirements of section 603 of the American Rescue Plan Act, regulations adopted by the Treasury pursuant to section 603 (f) of the Act, and guidance issued by Treasury regarding the foregoing.

Selected Respondent(s) also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Selected Respondent(s) shall provide for such compliance by other parties in an agreement it enters into with other parties relating to this award.

- B. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation to the following:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (42 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury’s implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- C. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- D. The contractor acknowledges that 31 USC Cap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.
- E. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 CFR § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

25. CLEAN AIR ACT

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 County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

26. FEDERAL WATER POLLUTION CONTROL ACT

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 County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

27. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired -

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPS’s Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensvie-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

28. PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Definitions - As used in this clause:

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). *Backhaul* can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means: The People’s Republic of China.

Covered telecommunications equipment or services means:

- A. Telecommunications *equipment* produced by Huawei Technologies Company or ZTE Corporation (or any *subsidiary* or affiliate of such entities);
- B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications *equipment* produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any *subsidiary* or affiliate of such entities);
- C. Telecommunications or video surveillance services provided by such entities or using such *equipment* ; or
- D. Telecommunications or video surveillance *equipment* or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a *covered foreign country*.

Critical technology means:

- A. Defense articles or defense services included on the *United States* Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- B. Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - a. Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - b. For reasons relating to regional stability or surreptitious listening.
- C. Specially designed and prepared nuclear *equipment* , parts and components, *materials* , software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- D. Nuclear facilities, *equipment* , and *material* covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear *equipment* and *material*);
- E. Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- F. Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing *data* and other *information* resources.

Reasonable inquiry means an inquiry designed to uncover any *information* in the entity's possession about the identity of the producer or provider of *covered telecommunications equipment or services* used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g., voice, video, data*) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any *component* necessary for the proper function or performance of a piece of *equipment, system, or service*.

Prohibitions.

- A. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- B. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use federal grant, cooperative agreement, loan, or loan guarantee funds to:
 - a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system; or
 - d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Exceptions.

- A. This clause does not prohibit contractors from providing-
 - a) A service that connects to the facilities of a third-party, such as a backhaul, roaming, or interconnection arrangements; or
 - b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data packets that such equipment transmits or otherwise manages.
- B. By necessary implication and regulation, the prohibitions also do not apply to:
 - a) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

Reporting requirement.

- A. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph below of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- B. The Contractor shall report the following information pursuant to paragraph above of this clause:
 - a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - b) Within 10 business days of submitting the information in paragraph above of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the

contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

Subcontracts—The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

29. DOMESTIC PREFERENCE

In the performance of this Agreement, Contractor shall, as appropriate and to the greatest extent practicable, purchase, acquire, and/or use goods, products, and materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts. For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

30. ACCESS TO RECORDS

The Contractor agrees to provide Hancock County Fiscal Court, the Federal awarding agency, Inspectors General, The Comptroller General of the United States or any of their authorized representatives, the right to access any books, documents, papers and records of the Contractor which are pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties or authorized representatives to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the foregoing parties or authorized representatives access to construction or other work sites pertaining to the work being completed under this contract.

The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon Contractor.

31. AMERICANS WITH DISABILITIES ACT

In accordance with the provisions of the Americans With Disabilities Act of 1990 ("ADA"), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to the general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. Contractor warrants it will fully comply with ADA provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Daviess County harmless against any claims or allegations asserted by third parties or subcontractors arising out of the Contractor's and/or its subcontractors alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

32. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

- A. *Overtime requirements*: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
- B. *Violation: liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- C. *Withholding for unpaid wages and liquidated damages.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- D. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Further Compliance with the Contract Work Hours and Safety Standards Act.

The contractor or subcontractor shall maintain payrolls and basic payroll recordings during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

1. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

33. CONFLICT OF INTEREST

Respondents must ensure no conflict of interest exists between it and any official associated with Hancock County. Prior to submission of any proposal, each respondent must file a disclosure of no conflict of interest, attested to by its Corporate Attorney. Respondents are obligated to provide updated information concerning the disclosure of interests, as warranted, throughout the time the proposals are being considered.

34. CONTRACT DOCUMENT HIERARCHY

The Contract, statement of work, RFP, Contractor's best-and-final offer, and Contractor's Proposal and any subsequent, approved amendments will constitute the contract documents for each Contract. All requirements and all terms and conditions stated in the RFP will apply unless specifically superseded by the Contract, Statement of Work or other higher precedent document. Any inconsistencies will be resolved in the following order of precedence:

1. Contract
2. Statement of Work
3. Contractor's best-and-final offer
4. Contractor's Proposal
5. RFP

35. **DEBARMENT/SUSPENSION:** Entities cannot award a contract to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov. Proposal respondents for an award of \$100,000 or more shall file the required certification.

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Hancock County Fiscal Court. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Hancock County Fiscal Court, the federal government may pursue available remedies, including but not limited to suspension and/or disbarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, 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.

36. BYRD ANTI-LOBBYING ACT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352: Contractors that apply for a bid or award exceeding \$100,000 must file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Cities should include the Byrd Anti-Lobbying contract clause is as follows:

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

The Certification of Contracts page, attached hereto as Attachment 3, shall be signed by the Contractor and submitted with the Proposal.

SECTION C: SOLICITATION CHECK LIST FOR RESPONDENTS

1. DOCUMENTS

- A. Cover Letter signed by the Owner or corporate officer, expressing the Respondent's intent to provide equipment, software and services as required in this RFP.
- B. Certification for Contracts as found in Attachment 3- Fully Executed
- C. Respondent Profile as defined in §A.16.
- D. Technical Proposal as defined in §A.17.
- E. Cost Proposal as defined in §A.18.
- F. Project delivery & implementation schedule that defines project milestones referenced to contract award date.
- G. Associated Infrastructure Maps & Coverage Maps
- H. Price Sheets and Itemized Price Lists

2. NOTES

- A. Each correction, alteration, or change made on the Proposal must be INITIALED in ink.
- B. Submit one (1) original, five (5) hardcopies and one (1) electronic copy in PDF format on USB by proposal deadline.
- C. Proposals must be manually signed in ink in the space provided on the solicitation.
- D. In the case of errors in the extension price, the unit price will govern.
- E. Proposal in accordance with the unit of measurement requested (i.e., case, package, each).
- F. Envelope must be clearly marked and labeled on the outside **P25 TRUNKED RADIO SYSTEM RFP - SEALED** and the Proposal opening date.
- G. Proposals must be received at the designated location on or before the date and hour designated for the Proposal opening.
- H. Check Proposal document for other mandated requirements (i.e., literature).
- I. Please attach any optional accessories not listed in specifications.
- J. Included warranty and maintenance terms.
- K. Optional Warranty terms and pricing.

SECTION D: P25 DIGITAL TRUNKED VOICE/DATA COMMUNICATIONS SPECIFICATION REQUIREMENTS

SYSTEM OVERVIEW

Hancock County currently operates on a 3 site system (1 transmit/receive, 2 receive only), on 4 operational frequencies; including 3 VHF pairs and 1 UHF pair split on a community repeater panel.

Name	Frequency Type	Site Name	Frequency Type
Law	VHF	EOC	Transmit/Receive
Fire	VHF	Lewisport	Receive Only
EMS	VHF	Easton	Receive Only
Local Government	UHF		
Schools	UHF		
Hawesville	UHF		
Lewisport	UHF		

Hancock County Fiscal Court is seeking to obtain a new wireless communications system for public safety and other city/county public agencies within Hancock County. The initial implementation stage will serve to allow Hancock County Emergency Services to improve communications capacity, reliability and coverage.

Vendors must describe all components, services and tasks required to implement a working, fully functional system. The proposed system **must** be 100% open platform, open standard and support multiple vendor subscribers.

No proprietary systems will be considered.

Hancock County Fiscal Court will be responsible for acquiring any easements relating to the project that will be needed for installation of equipment on infrastructure not owned by the County.

1. SYSTEM NETWORK ARCHITECTURE

1.1.1 Network Description

Hancock County’s ultimate goal to satisfy its public safety communications requirements is to obtain a fully open standard Project 25 Phase 2 Trunked Radio system comprised of five (5) 700-800MHz sites connected by a “star ring” network topology.

All sites shall be equipped with a high availability controller and no less than seven (7) voice paths and 1 control channel. The system shall be capable of gateways that can connect other systems of **any type** to the proposed system as a talkgroup.

The gateway shall **not** utilize any voice path in the system unless that talkgroup is selected by a subscriber as outlined in the specifications.

Twenty (20) Gateways shall be provided for connections to Hancock County Fire (VHF), Hancock County Law (VHF) and Hancock County EMS (VHF) existing analog radio systems, as well as any other service (ex. FirstNet) or agency.

The proposed network shall be capable of automatically adjusting the network transmission path based upon an outage, slow/crippled path or any other network problem. This shall be done without network downtime.

The microwave/network utilized in the system shall maintain low latency and high signal quality outlined in the specifications.

The proposed system shall be equipped with a hardware RFSS (RF Sub System) controller server external to the RF interface. This controller shall have the following abilities:

- High Availability (HA) RFSS controller option.
- High Availability (HA) Site Controllers at all sites.
- A CSSI (Console Sub System Interface) for connecting the existing Zetron Max-D Consoles, including any console licensing and connections.
- A ISSI (Intra Sub System Interface) for connecting to other cores
- System shall run in simulcast operation including all licenses needed
- Manage subscriber authentication/registration via radio ESN (Electronic Serial Number).
- Over the Air Programming (OTAP)/Over the Air Rekeying (OTAR) .
- Trunking Fail Soft Option.
- Voice Logging Recorder IP Interface for each Talkgroup.
- ARC4, DES and AES Encryption Options.
- Automatic Vehicle Location Services (AVL) and server.
- Communicate directly with each base station via an IP network.
- Manage and assign call routing.
- Full SNMP support and alarm reporting.
- Log call records.
- Provide twenty (20) gateway interfaces for interoperability.

Vendors will describe in detail any voting, simulcast and control process with special focus on system reliability and flexibility.

Vendors will explain in detail ease of expansion of the proposed network in case additional users, channels or sites (repeater, satellite receiver, simulcast site or dispatch) need to be accommodated.

Vendors will describe in detail all failure mode scenarios including site fail soft mode.

SITES AVAILABLE FOR PROPOSAL				
Tower Site	Latitude	Longitude	Address	Digital Media Link (Select Link Below For Site Images)
EOC	37.894291	-86.746705	655 Hawes Blvd Hawesville, Ky 42348	EOC Images
Lewisport	37.911511	-86.884922	400 Thomas Ln Lewisport, Ky 42351	Lewisport Images
Dukes	37.819376	-86.702437	7312 State Route 144 E Hawesville, Ky 42348	Dukes Images
Boling Chapel	37.755356	-86.715682	3350 Hawesville Easton Rd Hawesville, Ky 42348	Boling Chapel Images
Cabot	37.693697	-86.655378	2524 Easton Cabot Rd Fordsville, Ky 42343	Cabot Images

***Reference map for tower sites and microwaves Attachment 1.**

1.1.2 Coverage Design

Vendors will provide coverage plots at 95% reliability coverage area for the proposed portable radios (hip level talk out, head level talk in), outdoor and indoor 6dB and 12 dB loss buildings per TSB-88 definitions at DAQ 3.4. The system coverage performance will be verified as a part of acceptance testing.

Buildings

The County has identified a list of buildings, inside of which two-way DAQ 3.4 performance for portable radios, worn at the hip, is required. Most of these structures are not exclusively controlled by the County. If “treatment” (i.e., enhancement) is required to service these buildings, joint funding and approvals may be necessary. The Respondent shall evaluate the buildings as needed to determine if treatment/enhancements are required.

The Contractor will be responsible for the design, installation, optimization and testing of indoor coverage enhancements if necessary to provide service within the structure. The Proposal shall include the description and cost, by line item price, of the coverage enhancement (if any) proposed for each mandatory building. The County will later determine if the option will be exercised for that specific building.

Required Buildings				
Building Name	Street	City	State	Zip
Hancock County Administration Building	225 Main Cross Street	Hawesville	KY	42348
Hancock County Judicial Center	310 Hawesville School Road	Hawesville	KY	42348
Hancock County High School	80 State Route 271 S	Lewisport	KY	42351
Hancock County Middle School	100 State Route 271 S	Lewisport	KY	42351
North Hancock Elementary School	330 Frank Luttrell Road	Lewisport	KY	42351
South Hancock Elementary School	8631 KY 69	Hawesville	KY	42348
Hancock County School Board	83 State Route 3543	Hawesville	KY	42348
Hancock County OCTC Annex	8010 HWY 60 W	Lewisport	KY	42351
Lewisport City Hall	405 2 nd Street	Lewisport	KY	42351
Hawesville City Hall	395 Main Street	Hawesville	KY	42348
Hancock County Airport	500 Airport Road	Lewisport	KY	42351
Hancock County Development Complex	1605 US HWY 60 W	Hawesville	KY	42348

1.1.3 Inter-Site Network

The Vendor shall propose a “star ring” 11 Ghz licensed backhaul microwave system that provides routed IP connectivity to all of the proposed sites including Hancock County Dispatch (located at EOC).This system shall have redundancy and self-healing capabilities.

The proposed microwave system shall be a public safety grade backhaul that provides no less than 100 Mbps and no less than 50 ms latency.

A router shall be provided at each site that shall provide the following interfaces:

- A minimum of one (1) SFP+ Fiber Interface
- A minimum of three (3) Gigabit Ethernet Interfaces
- A minimum of four (4) Dial Peer E&M Interfaces
- Enhanced Interior Gateway Routing Protocol Compatibility

1.1.4 Network Diagram

The proposed system shall include a diagram that clearly shows Hancock County the proposed microwave and network topology.

1.1.5 Interoperability

The system shall be open standard P25 Phase 2 and offer Hancock County the ability to add other agencies/systems for future growth via programming or via ISSI (Inter Sub System Interface) connectivity.

The system shall be capable of gateways that can connect other systems of any type to the proposed system as a talk group.

The gateway shall **not** utilize any voice path in the system unless that talk group is selected by a subscriber. The gateway shall connect to the system controller directly via IP and shall be capable of connecting to any type of radio equipment.

The Vendor must also program all subscribers to include zones labeled and populated with interoperability channels as set forth in the Kentucky State Field Operations Guide, and with channels as specified by Hancock County.

1.2 Network Management and Alarm Reporting

Simple and effective network management is an important aspect of a P25 system. A network manager or operator shall be able to have access to the system for network, subscriber and fault management. This access should be via the use of web browser windows. The following management systems must be supported:

- **Network Infrastructure Configuration:** A network manager shall be able to enter and maintain configuration information for the components of the network infrastructure.
- **Subscriber Configuration:** An operator shall be able to enter and maintain the configuration information for the radios and talkgroups belonging to their corresponding agency. The network shall be able to support multiple agencies, each of which will enter and maintain its own subscriber configuration management independently.
- **Fault Management:** Fault management shall involve the use of information gathered at a central point from the remote sites and associated fixed network infrastructure. The management system shall be able to both 'passively listen' for alarms to arrive, notifying of an event, and also the ability to periodically poll specific equipment on the network to determine the equipment's operational status. The management system shall include the use of a web browser and/or mobile app for the viewing of network performance from anywhere in the associated IP network. The management system shall also be able to be viewed directly via a wall mounted monitor located within dispatch. This monitor must clearly display all sites on an easy to read map and shall indicate operational status via colored icons and clear text.
- **Performance Management:** There shall be a facility provided to allow the network manager to view and monitor key indicators of network performance, such as the number of subscribers registered, power amplifier duty cycle and the number of group calls managed over a time period.
- **Configuration Management:** An operator or technical support person shall be able to enter and maintain programming parameters for subscriber units through a programming application that executes on a standard Windows platform. The system shall be able to Over the Air Program (OTAP) subscribers from these configurations.

1.3 System Features

1.3.1 Transparent Roaming

Radio users shall not have to change their radio controls to choose a new site within the Hancock County coverage footprint.

1.3.2 Interfaces

Vendors will describe how their system will interface with the following:

- Existing and Surrounding Counties' radio systems
- Public Switched Telephone Network (PSTN) or Private Branch Access Exchange (PBAX)
- Hancock County Fire VHF Analog / P25 Paging System
- CAD Fire Station Alerting System (Zetron FSA)
- 911 Dispatch logging recorder (Revcord)
- GeoConex CAD and Map
- Existing Zetron Max-D Console System
- ISSI Interface

1.4 Call Types

The proposed system shall provide the following call types:

- Group Call
- Broadcast Call
- Priority Call
- Emergency Call
- Status Call
- Divert Own Call
- Gateway Telephone Call
- Gateway IP Call
- System Registration and Authentication
- Multiple Subscriber Stun
- Multiple Subscriber Revive
- Multiple Subscriber Kill

- Poll Multiple Subscriber
- Multiple Subscriber Check
- Defined Structure for Location Information Transport
- Mass Registration

1.4.1 Call Types

All subscriber units will be capable of operating in direct (talk-around) mode in analog or digital formats. The Vendor shall program channels for Hancock County to use in talk-around mode. These channels shall be coordinated with the designated administrator.

1.4.2 Automatic Vehicle Location (AVL)

The proposed system shall provide an AVL server and associated software. The AVL server shall have the following options / features:

- Mid to High Tier Server- A rack mounted server must be provided with a minimum of 2TB RAID 5 storage.
- 300 Subscriber Licenses- Provide 300 perpetual licenses. The vendor must provide the pricing to add additional subscribers at a later date. No cloud based systems will be accepted.
- Departmental partitions- The AVL system proposed shall be able to be setup with partitions isolating departments from each other.
- Login Restrictions- The system shall have login restrictions based upon partitions.
- GeoConex CAD Integration- The AVL system must integrate with the current GeoConex CAD system map.
- Control Channel AVL Update- the AVL system shall integrate to the proposed RFSS server for AVL updates over the control channel.
- Text Messaging Services- The ability to send and receive text messages from the AVL server.

1.5 System Security

1.5.1 Subscriber Authentication

The proposed system shall authenticate all subscribers via the RFSS controller. Subscribers shall be managed remotely with the ability to add and delete users at any time. The system shall provide an active list of registered subscribers and the site affiliated, as well as a database of historic registrations.

1.5.2 Encryption

A high level of voice privacy shall be required for this system. The system shall have the capability to be encrypted end-to-end. Decryption and re-encryption at intermediate points within the system is not acceptable.

Only open standard based encryption will be considered. (AES or DES).

The proposed system shall include all the necessary components to encrypt utilizing all of the following:

- 1.) ARC4 (ADP)
- 2.) DES
- 3.) AES

1.5.3 Lost or Stolen Radios

If a radio is stolen or lost, the system administrator shall have the ability to remotely inhibit (stun/kill) the radio using the network management system or another subscriber unit.

If a radio is recovered or relocated, the system administrator shall have the ability to remotely un-inhibit the radio using the network management system.

1.5.4 Infrastructure Management Access

Access to network management tools and systems shall be protected by username and password. Access shall be tiered to limit any particular users access rights and abilities. The network on which the management is preformed must only be accessed locally in a secure area or via certificate based VPN access.

2. INFRASTRUCTURE EQUIPMENT SPECIFICATIONS

2.1 Repeater Base Station Equipment Features

The repeater equipment is used to transmit and receive P25 voice, data and control messages over the air to subscriber units registered to the corresponding site.

All repeater equipment shall comply with the following features:

- Full web page configurable, including feature upgrades through software licenses.
- Username and password protected with distinct levels of configuration abilities.
- Remote network management and alarm reporting utilizing embedded secure web server and SNMP.
- Alarm monitoring and management embedded web server.
- At least 12 digital inputs that can be monitored locally and reported remotely.
- Built in diagnostics allowing remote diagnostics for remote troubleshooting.
- Audit and system logs retained locally and remotely.
- Remote software downloads and firmware upgrades.
- Ability to configure up to 1000 channels.
- Front panel LCD with navigation keys to allow local diagnostics and status.

2.1.1 Repeater/Base Station RF

Each repeater channel shall be comprised of a transmitter, receiver, power supply and systems interface as one unit.

The repeater channel systems interface shall be IP-based, and no other external infrastructure shall be required for access to IP infrastructure.

Voice over Internet Protocol (VoIP) networking and any other system functions such as voting and simulcast should be conducted within the repeater unit and interface to the IP network utilizing standard Ethernet IP interfaces.

2.1.2 Repeater Programming and Maintenance

The repeater equipment shall support the use of SNMP traps for the handling and transmission of repeater fault conditions. These alarms shall include such conditions as:

- Ambient Temperature Alarms
- Power Amplifier Alarms
- Site Battery Status and Voltage
- Main Utility Power Status
- Operational Status
- Receiver Alarms

The repeater equipment shall also have available input signals for the connection of external devices (for example; site door alarm, smoke/fire alarm, air conditioning alarm).

The repeater shall have the ability to transmit the failure status of these devices to the central management system for processing.

An administrator must have the ability to remotely connect to a repeater via an IP connection on the network.

A web based interface shall be used to ascertain the performance of a repeater, remotely diagnose a failure state, configure the base station and upgrade / downgrade firmware, as necessary.

2.1.3 Spare Major Components

The Proposal shall include a recommended package of spare equipment for support and maintenance of the system. The Respondent shall provide a detailed description of the recommended spares package and provide associated itemized pricing.

2.2.1 Combiner Specification and Requirements

A transmit combiner shall be supplied for each site. The proposed coverage shall take into account any and all losses resulting from the quoted equipment. The proposed combiner shall be rated at 100% duty cycle for 100 watts of power. Tuning specifications shall be provided with each combiner supplied. Each combiner shall also be equipped with a receive multi-coupler consisting of a window filter, adjustable pre-amp and provisions for eight (8) base stations per site.

2.3.1 Antenna/Transmission Line Specifications and Requirements

The vendor may select any antenna and coax to achieve the coverage proposed; however, all equipment proposed must be rated for the application and mounting location chosen. All equipment provided shall be installed professionally per manufacturer's specifications and grounded per the NEC 2012 and/or R56 site grounding guidelines. All antenna documentation shall be provided.

2.4.1 Shelter/Equipment Rack Specifications: A 10' x 10' x 4' concrete pad is located at each site location for shelter installation. Hancock County Fiscal Court will provide for 100 amp electrical service to be connected to the shelter/equipment rack.

The vendor shall provide and install a shelter for all five (5) RF sites. It is the Vendor's responsibility to make sure that these facilities are capable of housing the proposed equipment. All shelters shall have the following as a minimum specification:

- Constructed for use in RF environment and secure
- Weatherproof cable entry
- Grounding bar and grounding system
- Heating and Air Conditioning
- 100 Amp electrical service load center
- 50 Amp generator connection
- Entry alarm
- Vented battery area
- Any permits or electrical inspections
- Delivery on-site

All installed equipment shall be EIA rack mounted and securely fastened. All cables and wires shall be professionally installed, labeled and terminated as such. All drawings and documentation shall be provided with the system.

2.5.1 Battery Operation/UPS

The proposed system shall be capable of remaining fully operational without the presence of commercial power or fuel powered generator for no less than 4 hours on battery. The system shall report the battery status and voltage to a remote monitoring station. The system shall be capable of alarming upon the loss of AC power.

The proposal shall include a full battery system for each site including all RF, switching and routing equipment. Include a description of how this system will work and the duration of time the system will be active upon removal of utility power.

2.6.1 GPS Reference and Time

The primary site (located at EOC) shall be equipped with a main and standby GPS master clock and frequency reference configuration that shall be able to switch between the two (2) clocks without user intervention. Each of the other sites shall be equipped with a single GPS disciplined time clock and frequency reference. Each master clock shall provide the following interfaces:

- 10 MHz Reference / 1 PPS 20% duty cycle reference / 1 NTP IP interface

2.7.1 Licensing

It will be the responsibility of the Vendor to help Hancock Co. secure all frequencies necessary in order to operate the system as it is proposed. All frequencies secured shall be provided in Hancock County's name and shall be designated with the proper emissions. All documentation shall be submitted with the system.

Hancock County Fiscal Court is responsible for paying the licensing fees to the FCC.

2.8.1 Documentation and Software

The awarded Vendor shall provide an "as built" document binder for the entire system. This document shall include all drawings and manuals as well as specifications for each device provided. The Vendor shall also provide any and all software required to alter, program or monitor the system. The Vendor shall also provide a minimum of one (1) programming cable (if required) for each software package. This should include base stations, mobile and portable subscribers.

3. SUBSCRIBER UNIT SPECIFICATIONS

3.1.1 Mobile Subscribers

P25 Phase 2 700/800MHz 35 watt mobile radio with the following optional features priced as separate line items on a per unit basis or indicated as an included feature:

- AVL Location Services
- ARC4, DES and AES Encryption
- OTAP/OTAR Capable
- P25 Phase 2 Trunking Services
- Alpha-Numeric Display
- New 700-800Mhz Antenna, Coax and Connector
- New GPS Antenna with embedded GPS for location services
- HD User Microphone
- Mounting Bracket/Console Adapter/DC Power Cable
- Complete On-Site Installation/Programming/Initial Setup/Training
- Handheld control head/Remote mounting head kit

3.1.2 Portable Subscribers

P25 Phase 2 700/800MHz 35 watt mobile with the following optional features priced as separate line items on a per unit basis or indicated as an included feature:

- Man down/lone worker feature
- AVL Location Services
- ARC4, DES and AES Encryption
- OTAP/OTAR Capable
- P25 Phase 2 Trunking Services
- Integrated/Embedded GPS for location services
- Wireless audio accessories using integrated Bluetooth
- Li-ion Battery and desktop charger
- Antenna & Spring action belt clip
- Program/Initial setup/Training
- Alpha-Numeric Display w/Navigational Keypad/ At Least 16 key front face
- 1,000 – 2,000 channels / 50-100 zones
- 26 talkgroup lists comprised of up to 1,000 – 2,000 members each
- Scan groups - 300 with up to 50 members each, max. 2,000 members total
- Remote speaker microphone
- Multi Housing Color Options with Option: Color Face plate change

3.1.3 Pager Subscribers

Dual Band VHF/700-800Mhz P25 Pagers with the following optional features priced as separate line items on a per unit basis or indicated as an included feature:

- Dual Band VHF/700-800Mhz Pagers
- Li-ion Battery and desktop charger
- Antenna & Spring action belt clip
- Program/Initial setup/Training
- Drop in Chargers

3.1.4 Multi Bay Charging Dock Option

Multi Bay Charging Docks with the following optional features priced as separate line items on a per unit basis or indicated as an included feature:

- Initial setup
- Training
- Be capable of charging at least 6 portable radios per unit

3.1.5 Subscriber Spare Parts

The Proposal shall include a recommended package of spare subscriber equipment and parts and quantity for each. Pricing shall be broken down into the following sections and itemized per recommended part accordingly.

- Portable Radios
- Portable Radio Parts

- Mobile Radio Parts
- Pagers
- Pager Parts

3.1.6 Vehicle Repeater Microphones Option

Subscriber pricing shall be broken down into the following sections, priced accordingly and shall include the following: (Example X10DR or equivalent)

- Vehicle Repeater Microphone
- Initial setup
- Training
- Installation
- 128 Bit Encryption
- IP67
- 700 meter range from vehicle
- Roof Top Antenna

3.1.7 Quantities and Pricing

Pricing for user radios and pagers shall be based upon the estimated quantities of each unit type listed in tables. Both unit pricing and extended pricing shall be provided. User radio options shall be listed as a per-unit add-on cost. Any options that are not available for a specific radio type and class shall be noted as such. If user radios and pagers are included in the Proposal and the option is exercised by the County, available options will be selected, and purchase quantities will be adjusted based upon the final needs of the County and its user departments. Unit pricing established herein shall be valid for a minimum of 24 months.

Pricing estimates shall be based on the following table. The County reserves the right to purchase less than the quantities listed as these are estimates.

Item	Quantities
Mobile Radios - Vehicles	65
Mobile Radios - Base Stations	10
Portable Radios	140
Pagers	90
Multi-Bay Charging Dock	Up to 15
Vehicle Repeater Microphone	Up to 12
Subscriber Spare Parts	Itemized Recommendations

4. SUBSCRIBER UNIT PROGRAMMING

All hardware and software required for programming the subscriber units must be included in the itemized pricing schedule.

5. SERVICES

5.1 Implementation

5.1.1 General

As a part of the response, the Vendor will provide a complete description of this turn-key project as outlined in this section. The project shall include complete installation and optimization of the P25 radio infrastructure, which is comprised of multiple repeater sites, consisting of base repeater radios, IP links, system controllers, alarm subsystem, system management terminals, interfaces identified in this RFP and any other associated equipment necessary for proper operation of the purchased equipment.

All subscriber units will be programmed and installed by the Vendor.

5.1.2 Project Schedule

Vendor will provide detailed project schedule identifying as the minimum:

- Completion of system design review, including coverage planning
- Dates of shipping of the equipment
- Installation dates
- Training dates
- System optimization dates
- Acceptance testing dates (functional and coverage)
- Delivery of “as built” system documentation

5.1.3 Work Breakdown Structure

Vendor will provide detailed WBS clearly identifying tasks to be completed by the vendor and Hancock County.

5.1.4 Transition Plan

Vendor will provide a detailed transition plan minimizing any disruption of services.

5.1.5 Acceptance Test Plan

Vendor will provide detailed Acceptance Test Plan including, but not limited to:

- Infrastructure and subscriber unit testing
- Link testing
- System management/alarms testing
- Coverage testing in accordance with the vendor’s coverage prediction survey

5.2 Warranty and Maintenance

5.2.1 General

As part of their proposal, Vendor shall provide one (1) year warranty on all systems and components. This warranty shall include parts and labor. In addition, Vendor will give an optional proposal to provide itemized costs for all maintenance services, including parts and labor for years 2-15.

5.2.2 Warranty Period Maintenance

The warranty and maintenance period shall begin on the date of the final system acceptance. Vendor shall provide the necessary labor, parts, supplies, procedures, transportation, test equipment and facilities to maintain the new Vendor-provided equipment, firmware and software to the level of factory performance and within requirements contained herein within the warranty period. The maintenance shall cover preventive maintenance, repair due to normal usage and emergency maintenance.

5.2.3 Warranty Maintenance Contract Term

All maintenance services shall be provided as part of the communications system, without additional charge to the Hancock County Fiscal Court, for the warranty period of at least twelve (12) months following the date of the final system acceptance.

5.2.4 Warranty Maintenance Personnel

Vendor shall provide competent, experienced and highly qualified personnel to execute required maintenance tasks during the warranty period. All maintenance personnel shall be trained and experienced in standard radio communications industry practices. Personnel who perform maintenance on the system shall have completed all required manufacturer-approved training for that equipment.

5.2.5 Warranty Maintenance Response Time

Vendor shall provide replacement parts and materials and qualified personnel to service the fixed equipment at the site within five (5) hours after notification of equipment failure.

5.2.6 Availability of Replacement Parts

The manufacturer(s) shall certify that a stock of replacement parts for each item included in the equipment response is maintained for the life cycle of the product, assemblies, modules and devices for each item of equipment included in the purchase.

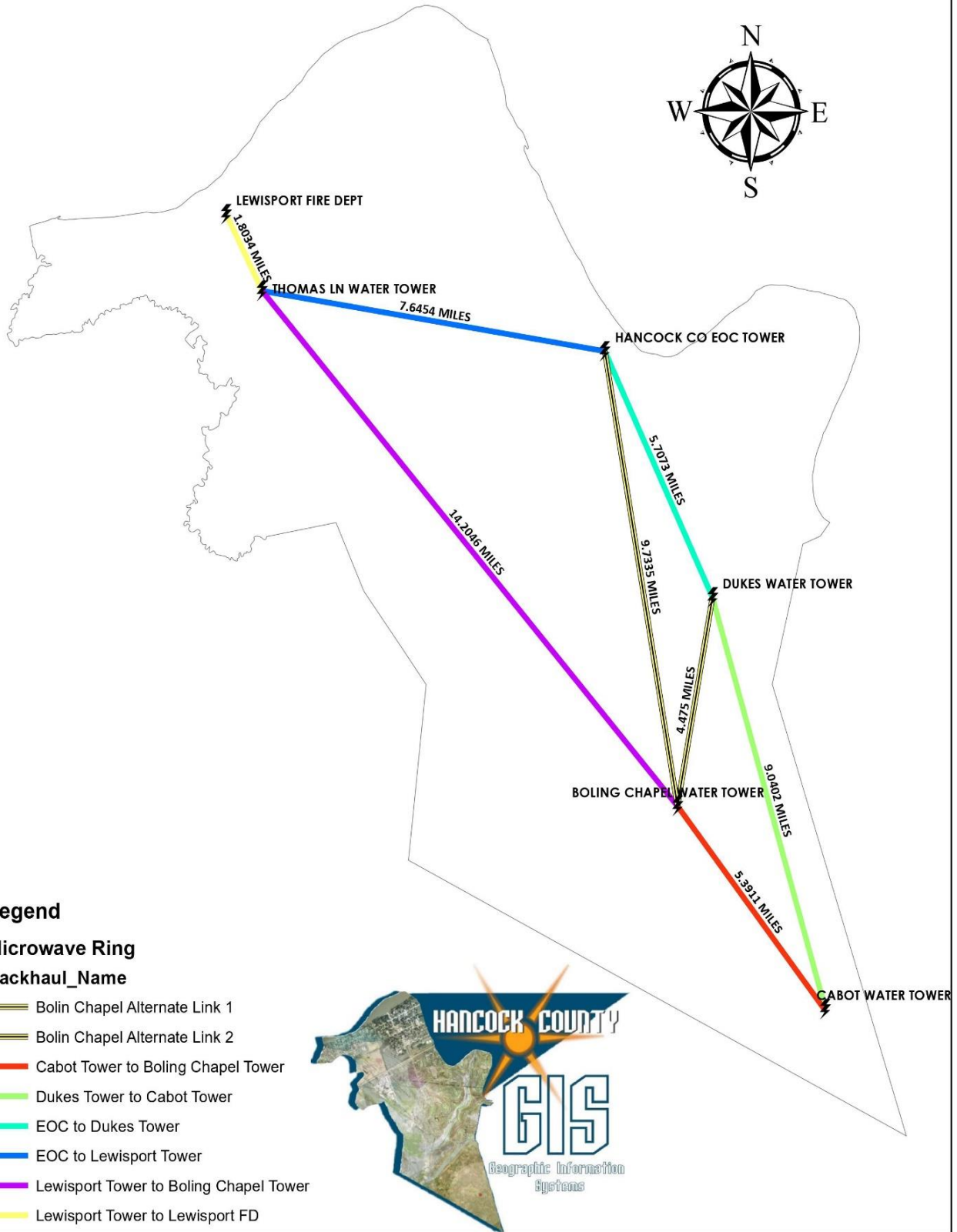
5.3 Training

The vendor will describe how training on the operation and support of the system can be provided to:

- Users
- Dispatch personnel
- Supervisors

ATTACHMENT 1: REFERENCE MAP FOR TOWER SITES AND MICROWAVES

Hancock County, Ky P25 Microwave Ring



**Attachment 2: Price Proposal Sheets
Infrastructure Equipment**

Infrastructure - Include a separate itemized breakdown of equipment cost per site.			
	Price per Unit	Units	Total Price
System Controller Equipment			
Site 1: EOC			
Site 2: Lewisport			
Site 3: Duker			
Site 4: Boling Chapel			
Site 5: Cabot			
Infrastructure Sub-Total			
Spare Equipment - Option			
Recommended Spare Equipment (List Below)			
Item 1			
Item 2			
Item 3			
Item 4			
Item 5			
Item 6			
Item 7			
Item 8			
Item 9			
Item 10			
Spare Equipment Sub-Total			
Services			
Project Management			
Engineering and Design			
Testing and Acceptance			
Documentation			
Training			
Additional Items (List Below)			
Services Sub-Total			
Options - Include a separate itemized breakdown of cost options per year			
Extended Maintenance and Support Years 2-15 (itemize options)			
System Monitoring Years 2-15 (itemize options)			
Other Recommended Options (itemize)			
Options Sub-Total			

Proposal Pricing Sheet - Building Coverage Enhancements

Include a seperate itemized breakdown of equipment cost per site for enhancements needed.

Buildings	Enhancements Recommended Y/N	Total Site Price
Hancock County Administration Building		
Hancock County Judicial Center		
Hancock County High School		
Hancock County Middle School		
North Hancock Elementary School		
South Hancock Elementary School		
Hancock County School Board		
Hancock County OCTC Annex		
Lewisport City Hall		
Hawesville City Hall		
Hancock County Airport		
Hancock County Development Complex		

ATTACHMENT 3: CERTIFICATION FOR CONTRACTS

Certification for Contracts

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38,

Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by _____ this ___ day of _____, 2022.

Notary Public

My Commission Expires:

[Seal of Notary}

ATTACHMENT 4: OFFER TO CONTRACT

Prices shall be all-inclusive to include, but not limited to shipping, travel, time, materials, overhead, etc.

Respondents must submit Proposals with no conflicting terms and conditions and no modifications to the Proposal Pricing Sheets.

In compliance with the Request for Proposal and subject to all terms and conditions imposed therein, the undersigned offers and agrees to furnish the items contained herein at the price stated following the terms and conditions as indicated. I certify that I am authorized to sign this Proposal for the Respondent.

Distance in miles from nearest physical support person to Hancock County: _____

If needed, is this person guaranteed to be onsite within five (5) hours? _____

Date of Proposal: _____

Company Name: _____

Address: _____

Signer Name: _____

Signer Title: _____

Signature: _____

Phone: _____