

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 20-73**

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COUNTY CLERK: KENNY BARGER
DEPUTY CLERK: LANDRY LUXON
COUNTY: MADISON COUNTY
BOOK: RES2 PAGES: 153 - 153

**A RESOLUTION ENDING NEGOTIATIONS WITH SAFER SERVICES FOR OUTDOOR
SIREN REPLACEMENT**

WHEREAS, the Madison County CSEP Program requires multiple systems to be able to alert the public in an emergency; and

WHEREAS, the Madison County CSEP Program has utilized an outdoor siren system before; and

WHEREAS, the Madison County CSEP Program needs an upgrade to a more cost effective and reliable system capable of alerting the public for multiple emergencies which will replace the current outdoor siren system; and

WHEREAS, the Madison County CSEP Program team has negotiated with Safer Services, and

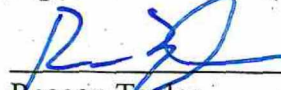
WHEREAS, these negotiations have not proceeded to the satisfaction of the Madison County CSEPP team, the Madison County CSEPP team wishes to end negotiations with Safer Services and move for a rebid; and

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION, AND COUNTY JUDGE EXECUTIVE IS HEREBY AUTHORIZED TO EXECUTE SAME ON BEHALF OF THE FISCAL COURT.

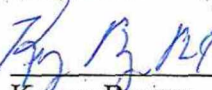
Motion made by Tom Botkin, seconded by John Tudor.

Vote:	Yes	No
Judge Reagan Taylor	<u>X</u>	<u> </u>
Magistrate Larry Combs	<u> </u>	<u> </u>
Magistrate John Tudor	<u>X</u>	<u> </u>
Magistrate Roger Barger	<u>X</u>	<u> </u>
Magistrate Tom Botkin	<u>X</u>	<u> </u>

Signed:


Reagan Taylor
Madison County Judge Executive

Attested:


Kenny Barger
Madison County Clerk

Safer Services Time line of events

First meeting was on February 14th: At this meeting Safer Services was represented by Jeff Whattam and Don Rehmel. Madison Co. Was represented by Dustin Heiser, Jennifer Hitch, Zack Johnson and Chris Iseral. Madison Co. also had consulting representatives from Mission Critical Partners. They were Pat McFeely, and Brian Malinich

We were notified at the beginning of this meeting that some of the pricing that was provided in the bid was incorrect. The new price was provided for the appropriate options. Madison Co. reviewed these number and they were still the cheapest, so negotiations continued.

We requested pricing updates on a few of the options that were proposed during negotiations. Additionally, we discussed that all poles would be composite as we negotiated the price of the pole during this meeting.

3/6/20: receive updated cost for siren system after meeting on the 14th. Cost for this Option 5 goes up about 1.1 million as was stated in the meeting on the 14th of February

4/7/20: Request contract from Safer Services

4/17/20: Received email that stated Safer Services was still working on producing the contract.

5/1/20: Received first version of contract

5/26/20: Had Zoom Call with safer to review the contract provided. Safer did not realize we wanted to have all fiberglass poles though it had been stated many times during the meeting on the 14th.

Between the 4th and 8th of June: Don Rehmel Call to say that he had contacted the vendors with the fiberglass poles and that one price was 3 times the other price. I asked Don if that price was the same that in the original bid. Don sated that Safer had not provided a price on composite poles. I said that I was pretty sure and stated the price was in 10.6 of the original bid. Don stated he would have to go back and look at things.

6/10/20: Email from Don Rehmel saying we will have the updated contract tomorrow (6/11/20)

6/17/20: Received Latest update of contract with fiber glass pole cost and other options.

Conclusion

Over all my concern is that these minor challenges could turn into bigger issues. We have struggled to have a great working relationship with Safer Services with our current siren and advisory alert radio system. The continued lack of attention to detail concerns me. This project is something that will need to be working and sustainable long after CSEPP is over. We need to assure that we have a system with no issues or flaw. Safer Services installed our current system and we have come across several issues. We are not sure if those can be contributed to install but some of them may. Additionally, the computer system used by safer can be an ongoing challenge. I want to have a system that has as little issues as possible and is best for the community.

I believe it is in our best interest that we end negotiations with Safer Services and rebid the project with a more narrowed and defined scope.

MADISON COUNTY SIREN PROJECT
Schedule / Milestone Invoicing



WBS	Task Name	Start	Finish	Notes	Invoice #	Project %	Invoice Total	Total Invoiced	Balance Remaining
1	Phase I - Design	08/03/2020	11/16/2020						
1.1	Kick Off Meeting	08/03/2020	8/7/2020						
1.2	Design Completion	08/10/2020	09/11/2020		1	25.0%	\$ 490,353.89	\$ 490,353.89	\$ 1,471,061.65
1.2.1	Control System	08/10/2020	8/21/2020						
1.2.2	Radio System	08/10/2020	9/11/2020						
1.2.3	Siren System	08/10/2020	8/21/2020						
1.2.4	VHF Integration Design	08/10/2020	8/21/2020						
1.3	Notice to Proceed	09/14/2020	9/14/2020						
1.4	Preliminary Design Package	09/15/2020	11/16/2020						
2	Phase II - Control System	09/15/2020	2/8/2021						
2.1	Procurement	09/15/2020	10/23/2020	Purchase of computer, Motron, Tail, etc.					
2.2	Programming/Testing	10/26/2020	12/4/2020						
2.3	Factory Acceptance Test	12/07/2020	12/11/2020		2	10.0%	\$ 196,141.55	\$ 686,495.44	\$ 1,274,920.10
2.4	Burn-In Period	12/14/2020	1/18/2021	One (1) AP serves as test location					
2.4.1	Installation	12/15/2020	12/16/2020						
2.4.2	AP - Site Acceptance Test	12/17/2020	12/18/2020						
2.4.3	Burn-In	12/19/2020	1/18/2021						
2.5	Installation / Removal	01/19/2021	1/29/2021	Install for remaining Activation Points					
2.6	Control System Site Acceptance Test	02/01/2021	2/5/2021		3	10.0%	\$ 196,141.55	\$ 882,636.99	\$ 1,078,778.55
3	Phase III - Siren System	09/15/2020	7/12/2021						
3.1	Fiberglass Poles	09/15/2020	5/17/2021	Thirty-five week lead time / Est. 05/17/21 delivery and invoice					
3.2	Siren Group 1								
3.2.1	Procurement / Delivery	03/14/2021	05/13/2021	Vortex R4 (x10) at \$17,860 each					
3.2.2	Install / SAT / Decommission	05/13/2021							
3.2.3	Install Complete	06/12/2021			4	5.0%	\$ 98,070.78	\$ 980,707.77	\$ 980,707.77
3.3	Siren Group 2								
3.3.1	Procurement / Delivery	04/13/2021	06/12/2021	Vortex R4 (x10) at \$17,860 each					
3.3.2	Install / SAT / Decommission	06/12/2021							
3.3.3	Install Complete	07/12/2021			5	5.0%	\$ 98,070.78	\$ 1,078,778.55	\$ 882,636.99
3.4	Siren Group 3								
3.4.1	Procurement / Delivery	05/13/2021	07/12/2021	Vortex R4 (x10) at \$17,860 each					
3.4.2	Install / SAT / Decommission	07/12/2021							
3.4.3	Install Complete	08/11/2021			6	5.0%	\$ 98,070.78	\$ 1,176,849.33	\$ 784,566.21
3.5	Siren Group 4								
3.5.1	Procurement / Delivery	06/12/2021	08/11/2021	Vortex R4 (x10) at \$17,860 each					
3.5.2	Install / SAT / Decommission	08/11/2021							
3.5.3	Install Complete	09/10/2021			7	5.0%	\$ 98,070.78	\$ 1,274,920.11	\$ 686,495.43
3.6	Siren Group 5								
3.6.1	Procurement / Delivery	07/12/2021	09/10/2021	Vortex R4 (x10) at \$17,860 each					
3.6.2	Install / SAT / Decommission	09/10/2021							
3.6.3	Install Complete	10/10/2021			8	5.0%	\$ 98,070.78	\$ 1,372,990.89	\$ 588,424.65
3.7	Siren Group 6								
3.7.1	Procurement / Delivery	08/11/2021	10/10/2021	Vortex R4 (x10) at \$17,860 each					
3.7.2	Install / SAT / Decommission	10/10/2021							
3.7.3	Install Complete	11/09/2021			9	5.0%	\$ 98,070.78	\$ 1,471,061.67	\$ 490,353.87
3.8	Siren Group 7								
3.8.1	Procurement / Delivery	09/10/2021	11/09/2021	Vortex R4 (x6) at \$17,860 each / WPS2904 (x4) at \$16,800 each					
3.8.2	Install / SAT / Decommission	11/09/2021							
3.8.3	Install Complete	12/09/2021			10	5.0%	\$ 98,070.78	\$ 1,569,132.45	\$ 392,283.09
4	Project Turnover	12/10/2021	12/10/2021		11	20.0%	\$ 392,283.09	\$ 1,961,415.54	\$ -
Project Total						100%	\$ 1,961,415.54	\$ 1,961,415.54	

MADISON COUNTY, KY
REVISED SCOPE



	ORIGINAL			REV 1					
	Qty	Unit Cost	Ext Cost	Qty	Previous or Standard Per Unit	Extended	Madison County Per Unit	Extended	Savings
CentrAlert Network CDAC Control System	0	n/a	n/a	2	\$ 20,896.31	\$ 41,792.61	\$ 17,043.02	\$ 34,086.04	\$ 7,706.57
Includes: Network CDAC Controller, Siren Control Module, NOW! Maintenance Email, NOW! Non-Priority SMS, CAP Server, Radio									
Network Control System Installation	0	n/a	n/a	1	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00
CentrAlert Guardian Workstation	0	n/a	n/a	2	\$ 2,963.75	\$ 5,927.50	\$ 2,062.00	\$ 4,124.00	\$ 1,803.50
Includes: CentrAlert Remote Guardian, Installation									
CentrAlert Standalone CDAC Control System	6	\$ 10,971.77	\$ 65,830.62	4	\$ 10,971.77	\$ 43,887.08	\$ 9,507.02	\$ 38,028.08	\$ 5,859.00
Includes: Standalone CDAC Controller, Siren Control Module, Radio, Installation									
Siren System	1	\$ 1,648,444.94	\$ 1,648,444.94	1	\$ 1,648,444.94	\$ 1,648,444.94	\$ 1,648,444.94	\$ 1,648,444.94	n/a
Professional Services	1	\$ 72,560.00	\$ 72,560.00	1	\$ 72,560.00	\$ 72,560.00	\$ 68,060.00	\$ 68,060.00	\$ 4,500.00
TOTAL			\$ 1,786,835.56			\$ 1,817,112.13		\$ 1,792,743.06	\$ 24,369.07

ADDITIONAL CENTRALERT CDAC FEATURES	ORIGINAL			REV 1					
	Qty	Unit Cost	Ext Cost	Qty	Previous or Standard Per Unit	Extended	Madison County Per Unit	Extended	Savings
Network CDAC - Advisor Radio Module	0	n/a	n/a	2	\$ 3,381.00	\$ 6,762.00	\$ -	\$ -	\$ 6,762.00
Standalone CDAC - Advisor Radio Module	0	n/a	n/a	4	\$ 2,817.50	\$ 11,270.00	\$ -	\$ -	\$ 11,270.00
Automatic Server Failover	0	n/a	n/a	1	\$ 4,019.25	\$ 4,019.25	\$ -	\$ -	\$ 4,019.25
CentrAlert Central Alarm Server	0	\$13,177.50	\$ -	1	\$13,177.50	\$ 13,177.50	\$ 7,906.50	\$ 7,906.50	\$ 5,271.00
CentrAlert Mobile Application						\$ -			
CentrAlert Mobile Application	0	n/a	n/a	1	\$ 799.25	\$ 799.25	\$ -	\$ -	\$ 799.25
Mobile Guardian App	0	n/a	n/a	2	\$ 189.75	\$ 379.50	\$ -	\$ -	\$ 379.50
TOTAL								\$ 7,906.50	\$ 28,501.00

OPTIONS	ORIGINAL			REV 1					
	Qty	Unit Cost	Ext Cost	Qty	Previous or Standard Per Unit	Extended	Madison County Per Unit	Extended	Savings
CentrAlert DCI Card With Encryption (DCI-DD-E)	n/a	n/a	n/a	70	\$ 1,834.25	\$ 128,397.50	\$ 917.13	\$ 64,198.75	\$ 64,198.75
AES Encryption (Credit)	n/a	n/a	n/a	70	n/a	n/a	\$ (432.74)	\$ (30,291.80)	n/a
Tait 9400 Mobile Radio (Activation Point)	n/a	n/a	n/a	6	n/a	n/a	\$ 1,296.52	\$ 7,779.12	n/a
Tait 9400 Portable Radio (Siren)	n/a	n/a	n/a	70	n/a	n/a	\$ 173.05	\$ 12,113.50	n/a
Tait Programmings Software	n/a	n/a	n/a	1	n/a	n/a	\$ 89.81	\$ 89.81	n/a
TOTAL								\$ 53,889.38	\$ 64,198.75

PROJECT TOTAL								\$ 1,854,538.94	
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Maintenance	1	\$ 51,720.00	\$ 51,720.00	1	\$ 51,720.00	\$ 51,720.00	TBD	TBD	TBD
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Dustin Heiser

From: drehmel@saferservices.com
Sent: Tuesday, April 7, 2020 11:40 AM
To: Dustin Heiser
Cc: Jennifer Hitch
Subject: RE: Revised Schedule

Dustin: OK, I will place a delivery date of April 17th on this. That gives me time to put it together, then review and edit as necessary.

Regards,
Don Rehmel
859.224.1043 - office
859.552.8258 - cell
drehmel@saferservices.com



From: Dustin Heiser <Dustin.Heiser@madisoncountyny.us>
Sent: Tuesday, April 7, 2020 11:37 AM
To: 'drehmel@saferservices.com' <drehmel@saferservices.com>
Cc: Jennifer Hitch <Jennifer.Hitch@madisoncountyny.us>
Subject: RE: Revised Schedule

If we can have it in the next few weeks that would be great. We do not have a standard format, we will use what ever you use.

From: drehmel@saferservices.com <drehmel@saferservices.com>
Sent: Tuesday, April 7, 2020 11:33 AM
To: Dustin Heiser <Dustin.Heiser@madisoncountyny.us>
Cc: Jennifer Hitch <Jennifer.Hitch@madisoncountyny.us>
Subject: RE: Revised Schedule

Dustin: Absolutely. I am currently finishing a REP-10 document and a test procedure. What is your time frame to receive this document, so I can work it in? Also, if you have a standard or preferred format, please provide a template or example if possible.

Regards,
Don Rehmel
859.224.1043 - office
859.552.8258 - cell
drehmel@saferservices.com



From: Dustin Heiser <Dustin.Heiser@madisoncountyny.us>
Sent: Tuesday, April 7, 2020 9:37 AM
To: 'drehmel@saferservices.com' <drehmel@saferservices.com>
Cc: Jennifer Hitch <Jennifer.Hitch@madisoncountyny.us>
Subject: RE: Revised Schedule

Good morning Don. We would be happy to continue forward with the paper side of this. Would you be able to work up a contract to send us for review?

From: drehmel@safer-services.com <drehmel@safer-services.com>
Sent: Thursday, March 26, 2020 11:52 AM
To: Dustin Heiser <Dustin.Heiser@madisoncountyny.us>
Subject: Revised Schedule

Dustin: Hope you and everyone at the EMA are staying healthy. COVID19 has caused delays and schedules changes across the board, as you well know.

I am in the process of trying to plan out these changes into the coming months versus internal resource allocations. Could you please reply to any anticipated delays with the siren project? I don't need anything in detail, just an anticipated contract date or start date.

Thank you.

Regards,
Don Rehmel
859.224.1043 - office
859.552.8258 - cell
drehmel@safer-services.com



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Dustin Heiser

From: drehmel@saferservices.com
Sent: Friday, April 17, 2020 5:08 PM
To: Dustin Heiser
Subject: Contract

Dustin: I am still waiting on some COI information. The contract itself is complete, but I am double checking coverages and hope to have that information wrapped up on Monday.

Regards,
Don Rehmel
859.224.1043 - office
859.552.8258 - cell
drehmel@saferservices.com



Dustin Heiser

From: drehmel@safer-services.com
Sent: Friday, May 1, 2020 11:02 AM
To: Dustin Heiser
Cc: 'Jeff Whattam'
Subject: Siren Contract
Attachments: Madison County - SWS Upgrade Contract Rev0.pdf

Dustin: Please find the SWS Upgrade Contract attached. Upon signature and receipt of a purchase order, we can set a kick-off date and begin preparing a formal project schedule.

As always, we look forward to working with you on this project. Let me know if there is anything further I can do to support.

Regards,
Don Rehmel
859.224.1043 - office
859.552.8258 - cell
drehmel@safer-services.com



Dustin Heiser

From: drehmel@saferservices.com
Sent: Friday, May 22, 2020 3:36 PM
To: Dustin Heiser
Cc: 'Jeff Whattam'; Jennifer Hitch; 'Pat McFeely'; Chris Iseral
Subject: RE: Siren Contract

Dustin: Yes, 3:00 pm on Tuesday will work. Look forward to meeting with you.

Regards,
Don Rehmel
859.224.1043 - office
859.552.8258 - cell
drehmel@saferservices.com



From: Dustin Heiser <Dustin.Heiser@madisoncountky.us>
Sent: Thursday, May 21, 2020 3:25 PM
To: drehmel@saferservices.com
Cc: 'Jeff Whattam' <jwhattam@saferservices.com>; Jennifer Hitch <Jennifer.Hitch@madisoncountky.us>; Pat McFeely <PatMcFeely@MCP911.com>; Chris Iseral <Chris.Iseral@madisoncountky.us>
Subject: Re: Siren Contract

Good afternoon Don. Would you have some time on Tuesday around 3 to have a zoom type call about the contract? We just want to ask a few things.

Dustin

From: drehmel@saferservices.com <drehmel@saferservices.com>
Sent: Friday, May 1, 2020 11:01 AM
To: Dustin Heiser
Cc: 'Jeff Whattam'
Subject: Siren Contract

Dustin: Please find the SWS Upgrade Contract attached. Upon signature and receipt of a purchase order, we can set a kick-off date and begin preparing a formal project schedule.

As always, we look forward to working with you on this project. Let me know if there is anything further I can do to support.

Regards,

Don Rehmel

859.224.1043 - office

859.552.8258 - cell

drehmel@safer-services.com



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Dustin Heiser

From: drehmel@saferservices.com
Sent: Wednesday, June 10, 2020 4:03 PM
To: Dustin Heiser
Subject: SWS Contract

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dustin: Finalizing the Milestone Schedule on the contract. Will have it ready to email tomorrow.

Regards,
Don Rehmel
859.224.1043 - office
859.552.8258 - cell
drehmel@saferservices.com



Dustin Heiser

From: drehmel@saferservices.com
Sent: Wednesday, June 17, 2020 1:58 PM
To: Dustin Heiser
Subject: SWS Upgrade
Attachments: Madison County - SWS Upgrade Contract Rev1.pdf; Madison County, KY - Project_Invoicing Schedule - 17-Jun-20.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dustin: Contract document and schedule attached. The contract and schedule reflect the change to fiberglass poles as requested. Exhibit B is also updated to reflect the information from our call.

Please review and let me know if there are any comments.

Regards,
Don Rehmel
859.224.1043 - office
859.552.8258 - cell
drehmel@saferservices.com



Section 10: PROPOSAL COST

10.1. CentrAlert Control System

Item	Unit Cost	Qty	Ext Cost	Unit List	Discount
CentrAlert CDAC Control System	\$7,161.00	6	\$42,966.00	\$9,743.00	27%
Kenwood NX_5900K Radio (Includes Antenna, Cable, Etc.)	\$1,898.27	6	\$11,389.62	\$2,250.00	16%
Installation	\$1,912.50	6	\$11,475.00	\$2,250.00	15%
Control System Sub Total			\$65,830.62		

10.2. Outdoor Sirens

For each proposed solution, each siren includes the following:

- Siren speaker
- Siren cabinet and electronics
- Intrusion alarm
- Voice messages (voice capable sirens only)
- Noise cancelling microphone (voice capable sirens only)
- Batteries
- Solar power
- Cabinet lock
- Radio/Antenna
- Shipping
- Decommissioning/Removal

Rather than offer trade-in value on existing sirens, SAFER Services has provided the deepest discount possible on new equipment. Due to the difficulty in assessing market value upon decommission, this is the best option for vendor and Madison County.

10.2.1. Option One

Item	Unit Cost	Qty	Ext Cost	Unit List	Discount
Whelen WPS2904	\$14,158.08	58	\$821,168.64	\$19,550.01	28%
Whelen WPS2906	\$19,528.80	32	\$624,921.60	\$26,585.01	27%
Whelen WPS2907	\$21,219.30	1	\$21,219.30	\$28,885.01	27%
Kenwood NX_5900K Radio (Includes Antenna, Cable, Etc)	\$2,577.84	91	\$234,583.44	\$3,250.00	21%
Wood Pole	\$977.90	87	\$85,077.30	\$1,155.70	15%
Installation/Removal	\$4,100.00	91	\$373,100.00	n/a	n/a

Option One Sub Total			\$2,160,070.28		
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10.2.2. Option Two

Item	Unit Cost	Qty	Ext Cost	Unit List	Discount
Whelen WPS2904	\$14,158.08	4	\$56,632.32	\$19,550.01	28%
Whelen WPS2910	\$26,584.80	66	\$1,754,596.80	\$36,185.01	27%
Kenwood NX_5900K Radio (Includes Antenna, Cable, Etc	\$2,577.84	70	\$180,448.80	\$3,250.00	21%
Wood Pole	\$977.90	66	\$64,541.40	\$1,155.70	15%
Installation/Removal	\$4,100.00	70	\$287,000.00	n/a	n/a
Option Two Sub Total			\$2,343,219.32		

10.2.3. Option Three

Item	Unit Cost	Qty	Ext Cost	Unit List	Discount
Whelen WPS2904	\$14,158.08	4	\$56,632.32	\$19,550.01	28%
Whelen WPS2906	\$19,528.80	81	\$1,581,832.80	\$26,585.01	27%
Kenwood NX_5900K Radio (Includes Antenna, Cable, Etc	\$2,577.84	85	\$219,116.40	\$3,250.00	21%
Wood Pole	\$977.90	81	\$79,209.90	\$1,155.70	15%
Installation/Removal	\$4,100.00	85	\$348,500.00	n/a	n/a
Option Three Sub Total			\$2,285,291.42		

10.2.4. Option Four

Item	Unit Cost	Qty	Ext Cost	Unit List	Discount
Whelen WPS2904	\$14,158.08	4	\$56,632.32	\$19,550.01	28%
Whelen WPS2906	\$19,528.80	25	\$1,581,832.80	\$26,585.01	27%
Whelen Vortex R4	\$15,603.37	56	\$873,788.72	\$21,205.01	26%
Kenwood NX_5900K Radio (Includes Antenna, Cable, Etc)	\$2,577.84	85	\$219,116.40	\$3,250.00	21%

Wood Pole	\$977.90	81	\$79,209.90	\$1,155.70	15%
Installation/Removal	\$4,100.00	85	\$348,500.00	n/a	n/a
Option Four Sub Total			\$3,159,080.14		

10.2.5. Option Five

Item	Unit Cost	Qty	Ext Cost	Unit List	Discount
Whelen WPS2904	\$14,158.08	4	\$56,632.32	\$19,550.01	28%
Vortex R4	\$15,603.37	66	\$180,448.80	21,205.01	26%
Kenwood NX_5900K Radio (Includes Antenna, Cable, Etc	\$2,577.84	70	\$180,448.80	\$3,250.00	21%
Wood Pole	\$977.90	66	\$64,541.40	\$1,155.70	15%
Installation/Removal	\$4,100.00	70	\$287,000.00	n/a	n/a
Option Five Sub Total			\$769,071.32		

should
have
been
1,029,822.14

1437,996.14

10.3. Testing / Training

Item	Unit Cost	Qty	Ext Cost	Unit List	Discount
Factory Acceptance Testing (FAT)	\$4,800.00	1	\$4,800.00	\$4,800.00	n/a
Control System Site Acceptance Testing (SAT)	\$960.00	6	\$5,760.00	\$960.00	n/a
Siren System Site Acceptance Testing (SAT)	\$45,000.00	1	\$45,000.00	\$45,000.00	n/a
Control System Training	\$4,500.00	1	\$4,500.00	\$4,500.00	n/a
Radio System Training	\$2,500.00	1	\$2,500.00	\$2,500.00	n/a
Testing / Training Sub Total			\$62,560.00		

10.4. Documentation Package

Item	Unit Cost	Qty	Ext Cost	Unit List	Discount
Documentation Package	\$10,000	1	\$10,000.00	\$15,000.00	33%

Documentation Index					
Factory Acceptance Test Report (FATR)					
Control System Site Acceptance Test Report (SATR)					
Siren System Site Acceptance Test Report (SATR)					
Warranty Documentation					
List of Materials By Site					
As-Built System Level Block Diagrams					
As-Built Site Drawings w/ Cabling, Terminations					
Network (Cloud/IP) Diagrams					
Site Layout Drawings					
System Documentation (Service, Programming, Operation, Warranty, Pictures, Licenses, Permits)					
Documentation Package Sub Total			\$10,000.00		

10.5. Warranty / Service Support

10.5.1. Years One to Five

Warranty and support information itemized out for years one (1) through five (5), per RFP Section 1.3.11.

Item	Unit Cost	Qty	Ext Cost	Unit List	Discount
CentrAlert Platinum Support	\$995.00	6	\$5,970.00	\$995.00	0%
Radio / Siren Equipment Annual Maintenance	\$45,750.00	1	\$45,750.00	\$45,750.00	0%
Warranty / Support Sub Total			\$51,720.00		

10.5.2. Years Two to Five

Warranty and support information itemized out for years two (2) through five (5), per RFP Section 8.2.1.

Item	Unit Cost	Qty	Ext Cost	Unit List	Discount
CentrAlert Warranty / Fixed Equipment On-Site Service	\$1,500.00	day	n/a	n/a	n/a
CentrAlert Warranty / Two-Hour Response Time, Four-Hour Restoration Time	\$2,000.00	day	n/a	n/a	n/a

Item	Unit Cost	Qty	Ext Cost	Unit List	Discount
CentrAlert Warranty / Fixed Equipment Mail-In Board Repair	hardware dependent	na/	n/a	n/a	n/a
CentrAlert Warranty / Emergency Response – Next Day	\$1,500.00	day	n/a	n/a	n/a
Radio Warranty / Fixed Equipment On-Site Service	\$1,500.00	day	n/a	n/a	n/a
Radio Warranty / Two-Hour Response Time, Four-Hour Restoration Time	\$2,000.00	day	n/a	n/a	n/a
Radio Warranty / Fixed Equipment Mail-In Board Repair	hardware dependent	n/a	n/a	n/a	n/a
Radio Warranty / Emergency Response – Next Day	\$1,500.00	day	n/a	n/a	n/a
Siren Warranty / Fixed Equipment On-Site Service	\$1,500.00	day	n/a	n/a	n/a
Siren Warranty / Two-Hour Response Time, Four-Hour Restoration Time	\$2,000.00	day	n/a	n/a	n/a
Siren Warranty / Fixed Equipment Mail-In Board Repair	hardware dependent	n/a	n/a	n/a	n/a

10.6. Options

Item	Unit Cost	Qty	Ext Cost	Unit List	Discount
CentrAlert Network CDAC w/ Failover	\$16,542.75	1	\$16,542.75	\$31,700.00	48%
CentrAlert Central Alarm Server (CAS)	\$13,177.50	1	\$ 0.00	\$15,000	100%
Composite Pole	\$2,423.00	1	n/a	n/a	n/a
Lightning Arrestor	\$86.25	1	n/a	n/a	n/a
Control System Training - Onsite	\$3,500.00	1	n/a	n/a	n/a
Control System Training - Online	\$2,500.00	1	n/a	n/a	n/a
Radio System Training - Onsite	\$2,500.00	1	n/a	n/a	n/a
Radio System Training - Online	\$2,000.00	1	n/a	n/a	n/a
OTAP / OTAR	\$1,250.00	per	n/a	n/a	n/a

Dustin Heiser

From: Jennifer Hitch
Sent: Thursday, June 18, 2020 2:33 PM
To: Dustin Heiser
Subject: Siren Project

Dustin,

We chose to enter into negotiations with Safer Services for the siren project, even though we were hesitant due to past challenges, because they offered the most complete solution for our community. However, during the initial negotiation meeting with Safer Services they advised that the pricing listed in their bid for the option that we chose was incorrect. Between the pricing listed on the bid, and what they now have listed in the contract, there is an increase of approximately \$1,000,000.00. Safer Services has been challenging to work with on our current system, and so far, they have proven unreliable on the new project. They have provided incorrect pricing and missed important dates for providing information and the contract back to us.

With the interest of our County in mind, I believe it is in our best interest to place the project back out for bid and terminate the negotiations with Safer Services.

Respectfully,

Jennifer Hitch
Deputy Director
Madison County EMA/CSEPP
560 S. Keeneland Drive
Richmond, KY 40475

Office: 859-624-4787
Cell: 859-893-1887

This message may contain confidential and/or privileged information. If you have received this message in error, please notify us immediately by responding to this email and then delete it from your system. Thank you for your cooperation.

From: Chris Iseral <Chris.Iseral@madisoncountyky.us>
Sent: Thursday, June 18, 2020 1:12 PM
To: Dustin Heiser <Dustin.Heiser@madisoncountyky.us>
Cc: Jennifer Hitch <Jennifer.Hitch@madisoncountyky.us>
Subject: RE: Siren

We made the decision to choose Safer Services based on the bids that we received. None of them were excellent but Safer Services had the most complete solution that we were looking for and checked the box in order to make them a valid vendor. I was hesitant when we selected to negotiate with them because of their history with Madison County. They have a troubled past with Madison County, they often tend to blame things on everyone else instead of owning the issues that they may create. We have had repeated issues with the system and their company. We recently asked for their help on the current system and told them we didn't care to pay but yet they still drug us through unnecessary paperwork and delayed repairs which left us vulnerable during the time we needed them most.

We selected them because we thought they presented the best solution to us at the time. We have had several meetings with them, they have come unprepared for the most part, they showed up on the first meeting and told us that the pricing was wrong on the sheet, they have promised to provide several documents and they have failed to provide them in a timely fashion after repeated request.

At this time based on the repeated failures that we have seen through their past work with us and the continued failures during negotiation process I do not feel comfortable continuing to negotiate with them based on the stated facts above. I feel it is in the best interest of Madison County to revoke the negotiations and put this project back out to for bid again in hopes to find a vendor that can deliver on their promises.



Chris Iseral
Director of Information Technology
Madison County Fiscal Court
o: 859-408-2440 - m: 859-661-0227
a: 135 W Irvine St, 3rd Floor
Richmond, KY 40475



MADISON COUNTY, KY
EMERGENCY MANAGEMENT AGENCY /
CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM



OUTDOOR SIREN WARNING SYSTEM
CONTRACTUAL TERMS AND CONDITIONS

System Purchase Contract

Between

Madison County Emergency Management Agency
(Buyer)

and

SAFER Services Corporation
(Seller)

Date: May 1, 2020



TABLE OF CONTENTS

1.0	Contract Contents	3
2.0	General Terms And Conditions	3
3.0	Delivery Terms & Transportation Charges	4
4.0	Right of Inspection and Rejection	4
5.0	Conditions of Work	4
6.0	Workforce	4
7.0	Compliance with Safety Regulations	4
8.0	Invoicing And Payment	5
8.1	Invoices	5
8.2	Other Terms Regarding Payment	5
8.3	Final Payment	6
9.0	Subcontractors	6
10.0	Warranties	6
10.1	Warranty-Price	6
10.2	Warranty-Title	7
10.3	Warranty-Services	7
10.4	Warranty – Deliverables	7
10.5	Acceptance of Incomplete or Non-Conforming Deliverables	7
11.0	Stop Work Notice	8
12.0	Termination	8
13.0	Delays	8
14.0	Indemnity	8
15.0	Insurance	8
16.0	Notices	9
17.0	Rights to Bid, Proposal & Contractual Material	9
18.0	Warranty Against Infringements	9
19.0	Confidentiality	10
20.0	Gifts And Gratuities	10
21.0	Prohibition Against Personal Interest in Contracts	10
22.0	Independent Seller	10
23.0	Assignment-Delegation	10
24.0	Waiver	11
25.0	Modifications	11
26.0	Final Agreement	11
27.0	Dispute Resolution	11
28.0	Jurisdiction & Venue	11
29.0	Invalidity	11
30.0	Title And Risk Of Loss	11
31.0	Non-Solicitation	12
32.0	Non-Discrimination	12
EXHIBIT A – Seller’s Proposal/Quote – Price List		A1
EXHIBIT B – Invoicing and Payment Terms		B1



1.0 CONTRACT CONTENTS

THIS SYSTEM PURCHASE CONTRACT (together with all exhibits hereto, (the "Contract") is made and entered into this 1st day of May 2020 ("Effective Date"), by and between Madison County Emergency Management Agency, (hereinafter referred to as "Buyer" or the "County") and SAFER Services Corporation (hereinafter referred to as "Seller").

RECITALS

R-1. Buyer issued a Request for Proposal/Request for Quote (RFP/RFQ) entitled *Request for Proposal for Outdoor Siren Warning System* and released June 24, 2019, requesting proposals to provide Buyer with an upgrade to its existing control, radio and siren systems and services as set forth in the RFP/RFQ. The RFP/RFQ is incorporated herein by reference as if set forth herein in its entirety.

R-2. Seller delivered a proposal in response to the Buyer RFQ (SAFER Services document number SS-PR-215-190906, dated September 6, 2019), which included multiple options to provide the upgraded Siren Warning System (SWS) equipment and services requested by Buyer in the RFP/RFQ. Buyer and Seller accepted a final design, based upon *Option Five – Tone Only Design* of Seller's response, submitted to Buyer on March 6, 2020, to include equipment, services and options. Final equipment list attached hereto as Exhibit A (collectively, the *Seller's Proposal/Quote – Price List*). Seller's Proposal is incorporated herein by reference as if set forth herein in its entirety.

R-3. Buyer has selected Seller's Accepted Proposal/Quote and now desires to contract with Seller to provide Buyer with the upgraded SWS equipment and services set forth in Seller's Accepted Proposal/Quote.

R-4. Buyer and Seller desire to enter into the Contract to set forth in writing their respective rights, duties and obligations hereunder.

NOW, THEREFORE, WITNESSETH that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

2.0 GENERAL TERMS AND CONDITIONS

The Seller has the expertise, special skills, knowledge and experience to fully perform this contract. The Seller's performance shall at all times be prompt and timely. The Seller represents that it fully understands the work to be done under this contract; and that the Seller will do this work in a fully and highly competent manner. The Seller shall be solely responsible for all its costs related to performance of the contract, unless otherwise specifically stated in the contract.

The Seller shall comply with all applicable laws, rules and regulations related to performance of this contract. The Seller shall comply with all applicable County policies, procedures, rules and regulations. The Seller represents and warrants that it has all licenses, permits and qualifications as are legally or professionally required to perform the services stated in this contract. The Seller shall keep all such licenses, permits and qualifications current and in effect throughout the term of this contract.



3.0 DELIVERY TERMS & TRANSPORTATION CHARGES

Unless otherwise stated herein or within Seller's Proposal/Quote, Seller's price shall be deemed to include all delivery and transportation charges.

4.0 RIGHT OF INSPECTION AND REJECTION

The Seller's performance shall be subject to inspection and testing by the County at all times during the term of this contract. The Seller shall provide adequate cooperation to County personnel to permit the County to determine the adequacy of the Seller's performance. The Seller shall at all times permit an appropriate County representative to monitor, assess or evaluate the Seller's performance under this contract upon reasonable notice.

5.0 CONDITIONS OF WORK

Seller acknowledges that it has satisfied itself as to the nature of the County's service requirements and specifications, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or fact which could in any way affect performance of Seller's obligations under the contract, except as to the condition of the work sites not yet finalized by County. During work progress, Seller shall inform County of any circumstances that may reasonably be expected to impact performance of the Contract on a case by case basis. Reasonable charges for changes that impact work performance may be allowed provided Seller notifies County of the expected impact prior to initiation of work at that site, and County authorizes any proposed changes in writing prior to initiation of work at that location.

Subject to site availability during the project work, the County shall provide Seller access to the sites where Seller is to perform the services. The Seller shall be subject to the policies and procedures of the County in regard to security, access control and safety.

6.0 WORKFORCE

1. Seller shall employ only orderly and competent workers, skilled in the performance of the services that they will perform under the Contract.
2. Seller, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on the County's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
3. If the County or the County's representative notifies Seller that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, Seller shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the County's prior written consent.

7.0 COMPLIANCE WITH SAFETY REGULATIONS

Seller, its subcontractors, and their respective employees, shall comply fully with all applicable



federal, state, county and local safety and health laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the County and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. Seller shall indemnify and hold the County harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of Seller's obligations under this paragraph

8.0 INVOICING AND PAYMENT

8.1 Invoices

1. Remit invoices to:

Madison County Emergency Management Agency
560 South Keeneland Drive
Richmond, KY 40475

Unless otherwise instructed in writing, the County may rely on the remittance address specified on Seller's invoice. All invoices submitted by the Seller shall be reviewed against the milestone payment plan established.

2. Each invoice shall be written in sufficient detail so that the invoice may be reviewed, evaluated, processed and paid without the need to contact the Seller to obtain additional information. Detailed information to be contained in each invoice will be specified by the County following contract award.

3. Unless other lease or financing arrangements are made, invoices shall be submitted and paid in accordance with the schedule attached in Exhibit B.

8.2 Other Terms Regarding Payment

1. The County may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of:

- a. Delivery of defective or non-conforming deliverables by Seller;
- b. Third party claims, which are not covered by the insurance, which Seller is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- c. Failure of Seller to pay subcontractors, or for labor, materials or equipment;
- e. Damage to the property of the County or the County's agents, employees or Sellers, which is not covered by insurance required to be provided by Seller;
- f. Reasonable evidence that Seller's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- g. Failure of Seller to submit proper invoices with all required attachments and supporting documentation; or



h. Failure of Seller to comply with any material provision of the Contract documents.

2. In the event the Seller receives payment for services which are later disallowed because of nonconformance with the terms and conditions of this contract, the Seller shall promptly refund the disallowed amount to the County.

8.3 Final Payment

The Seller shall be eligible to issue an invoice for Final Payment upon Final Acceptance by the County. The making and acceptance of final payment shall constitute a waiver of all claims by Seller against the County other than those previously asserted in writing and not yet settled.

9.0 SUBCONTRACTORS

1. No acceptance by the County of any Subcontractor shall constitute a waiver of any rights or remedies of the County with respect to defective deliverables provided by a Subcontractor.

2. Work performed for Seller by a Subcontractor shall be pursuant to a written contract between Seller and Subcontractor. The terms of the subcontract shall not conflict with the terms of the Contract, and shall contain provisions that:

a. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

b. Prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the County and Seller;

c. Require Subcontractor to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to Seller in sufficient time to enable Seller to include same with its invoice or application for payment to the County in accordance with the terms of the Contract;

d. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for Seller, with the County being a named insured as its interest shall appear; and

e. Require that the Subcontractor indemnify and hold the County harmless to the same extent as Seller is required to indemnify the County.

3. Seller shall be fully responsible to the County for all acts and omissions of the Subcontractor just as Seller is responsible for Seller's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the County and any such Subcontractor, nor shall it create any obligation on the part of the County to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

10.0 WARRANTIES

10.1 Warranty-Price

1. To the extent any change orders or work performed under this contract are of a time and



materials nature, Seller warrants the prices quoted in the Proposal are no higher than Seller's current prices on orders by others for like deliverables under similar terms of purchase.

2. Seller certifies that the prices in the Proposal/Quote have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.

10.2 Warranty-Title

Seller warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. Seller shall indemnify and hold the County harmless from and against all adverse title claims to the deliverables.

10.3 Warranty-Services

Seller warrants and represents that all services to be provided the County under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with the highest industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, state and local laws, rules or regulations.

1. Seller may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

2. The warranty shall be subject to the technical information contained in the Seller's Proposal. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly perform the services again in accordance with contract requirements at no additional cost to the County. All costs incidental to such additional performance shall be borne by Seller. The County shall endeavor to give Seller written notice of the breach of warranty as soon as possible after the discovery of the breach, but failure to give timely notice shall not impair the County's rights under this section.

10.4 Warranty – Deliverables

Seller warrants and represents that all deliverables sold the County under the Contract shall conform to the specifications, drawings, and descriptions in the RFP/RFQ. If Seller is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to the County. If for any reason the manufacturer's warranty cannot be fully transferred to the County, Seller shall assist and cooperate with the County to the fullest extent to enforce such manufacturer's warranty for the benefit of the County. Unless otherwise specifically provided in writing, Seller provides no warranty for deliverables in addition to the warranty of the manufacturer, if any. Recycled, used or reconditioned deliverables shall not be permitted.

10.5 Acceptance of Incomplete or Non-Conforming Deliverables

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the County prefers to accept it, the County may do so. If any such acceptance occurs prior to final payment, the County may deduct such amounts as are necessary to compensate the County for the diminished value of the defective or nonconforming deliverables. If the acceptance occurs after final payment, Seller will refund such amount to the County.



11.0 STOP WORK NOTICE

The County may issue an immediate stop work notice in the event Seller is observed performing in a manner that is in violation of federal, state, or local guidelines, is in violation of the contract, or in a manner that is determined by the County to be unsafe to either life or property. Upon notification, Seller will cease all work until notified by the County that the violation or unsafe condition has been corrected.

12.0 TERMINATION

If there are any problems with the Seller's performance, the County shall give the Seller written notice of such problems, and Seller shall have 15 days thereafter to submit a corrective action plan to correct such problems to the satisfaction of the County. During this 15 day period, the County and the Seller shall meet to review the problems. If a plan is not prepared within this 15 day period to the County's satisfaction, which shall not be unreasonably withheld, then the County may immediately terminate this contract unless otherwise agreed by the parties. Following such termination, the County shall still be obligated to make any payments still due to the Seller. The Seller's rights under this contract (except for payments already properly due) shall terminate immediately upon dishonesty or a willful breach of the contract by the Seller, or in the event of the Seller's unwillingness or inability to properly perform. The rights and remedies of the County stated in this section shall not be exclusive and are in addition to any other rights or remedies the County may have by law or as stated elsewhere in the contract.

13.0 DELAYS

The County may delay scheduled delivery or other due dates by written notice to Seller if the County deems it in its best interest. If such delay causes an increase in the cost of the work under the Contract, the County and Seller shall negotiate an equitable adjustment for costs incurred by the Seller in the Contract price and execute an amendment to the Contract. Seller must assert its right to an adjustment within 15 days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the dispute resolution process specified in paragraph 27. However, nothing in this provision shall excuse Seller from delaying the delivery as notified.

14.0 INDEMNITY

The Seller shall indemnify and hold harmless the County, including its officers, employees and agents, from any and all liabilities, claims, debts, damages, demands, or actions of whatever kind, nature or sort (including, but not by way of limitation, wrongful death, bodily injury, property damage, and legal expenses) arising out of or in any manner connected with the Seller's performance related to this contract.

15.0 INSURANCE

The Seller shall procure and maintain, or cause to be maintained, the following insurance coverages at all times during the term of this contract:

1. **Workers' Compensation:** Workers' compensation insurance as required by the laws of the State of Kentucky.



2. Commercial General Liability: Commercial General Liability insurance coverage in an amount not less than \$3,000,000, including but not limited to premises liability, contractual liability, completed operations, and personal injury, covering claims which may arise from or out of the Seller's performance related to this contract.

3. Automobile Liability: Automotive liability insurance for all vehicles involved with the work in an amount not less than \$250,000. Any insurance carrier providing insurance coverage hereunder shall be admitted to the Commonwealth of Kentucky or be otherwise approved by the County in writing.

Upon request, the Seller shall provide the County with certificates of insurance showing all required coverages, including certified endorsements to the certificates which show the County (and its officers, employees and agents) have been named as additional insureds.

16.0 NOTICES

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal service certified or registered mail, return receipt requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, tele-fax, or other commercially accepted means. Notices to Seller shall be sent to the address specified in Seller's offer, or at such other address as a party may notify the other in writing. Notices to the County shall be addressed to:

Madison County Emergency Management Agency
560 South Keeneland Drive
Richmond, KY 40475

17.0 RIGHTS TO BID, PROPOSAL & CONTRACTUAL MATERIAL

All Bid, Proposal & Contractual material submitted by Seller to the County shall become property of the County upon receipt. County will not disclose confidential material except as required by law and under Section 19

18.0 WARRANTY AGAINST INFRINGEMENTS

Seller represents and warrants to the County that: (i) Seller shall provide the County good and indefeasible title to the deliverables and (ii) the deliverables supplied by Seller in accordance with the specifications in the Contract will not infringe, directly or contributory, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; and (iii) that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and Seller does not know of any valid basis for any such claims. Seller shall, at its sole expense, defend, indemnify, and hold the County harmless from and against all liability, damages, and costs (including court costs and fees of attorneys and other professionals) arising out of or resulting from any claim that the County's exercise anywhere in the world of the rights associated with the County's ownership, and if applicable, license rights, and its use of the



deliverables infringes the intellectual property rights of any third party. Seller agrees that the County's specifications for this contract shall in no way diminish Seller's warranties or obligations.

19.0 CONFIDENTIALITY

All documents or information that are part of or related to this RFP/RFQ, and the work of the contract to be awarded as a result of this RFP/RFQ ("Project"), in any form, whether provided by the County or authored by the Seller, specifically including but not limited to handwritten or typed notes (including electronic mail), photographs, digital files, audio or video recordings, maps and diagrams, shall be kept strictly confidential. At all times, beginning from the date of issuance of this RFP/RFQ and continuing forever, persons not directly involved in the preparation of the Seller's proposal or in the Project shall not be permitted access to any information regarding the Project.

20.0 GIFTS AND GRATUITIES

The Seller shall not directly or indirectly offer or give gifts, gratuities, favors, or entertainment to County employees or representatives related in any way to this contract.

21.0 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer, employee, consultant, or elected official of the County who is involved in the development, evaluation, or decision-making process of the performance of this RFP/RFQ shall have a financial interest, direct or indirect, in the Contract resulting from this RFP/RFQ.

22.0 INDEPENDENT SELLER

The Seller is acting as an independent Seller, and no relationship of employer employee exists between the Seller (including its employees, agents or representatives) and the County. The Seller assumes full and exclusive responsibility for its acts and the acts of its employees, agents and Subcontractors related in any way to this contract. The Seller assumes full responsibility for payments of all federal, state and local taxes or other contributions imposed or required under social security, workers compensation, income tax, disability, unemployment, retirement or similar laws or regulations, related to the Seller, its employees, agents or representatives. The Seller (including its employees, agents or representatives) shall not be entitled to any benefits payable to employees of the County, including but not limited to workers compensation, retirement, leave or other similar benefits. The Seller shall indemnify the County against any and all claims that may be made against the County based upon a contention by any person or entity that an employer-employee relationship exists by reason of this contract, including but not limited to any federal, state or other payments which the County may be required to make related to such a claim. The Seller shall immediately reimburse the County for any payments which the County may be required to make related to any such claim.

23.0 ASSIGNMENT-DELEGATION

The Seller shall not assign any interest in or part of this contract without the prior written consent of the County.



24.0 WAIVER

Any waiver by the County of any breach of any one or more of the terms of this contract shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this contract. Failure on the part of the County to require exact, full and complete compliance with any terms of this contract shall not be construed as in any manner changing the terms of this contract or stopping the County from enforcement of the terms of this contract.

25.0 MODIFICATIONS

This Contract may be changed or modified only pursuant to a written document signed by the authorized representatives of both parties.

26.0 FINAL AGREEMENT

This contract is intended by the parties as the final, complete and exclusive statement of their understanding with respect to the subject matter of this contract and supersedes any and all prior or contemporaneous oral or written understandings.

27.0 DISPUTE RESOLUTION

In the event of a dispute arising out of or relating to this Contract, the parties shall attempt to settle the matter amicably at the working level. Where the parties are unable to resolve the dispute, either party may, by notice setting out the particulars of the dispute, refer the matter to the authorized personnel of the parties, who will resolve the dispute in a manner acceptable to both parties, with mediation being the preferred methodology.

28.0 JURISDICTION & VENUE

This contract shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. Any legal action related to the performance or interpretation of this contract shall be filed only in the court system for the Commonwealth of Kentucky located in Madison County, Kentucky.

29.0 INVALIDITY

In the event any provision of this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30.0 TITLE AND RISK OF LOSS

Title to and risk of loss of the deliverables shall pass to the County upon delivery and installation by Seller.



31.0 NON-SOLICITATION

During the term of the Contract, and for a period of one (1) year thereafter, Seller (including, if applicable, Seller's parent and related companies) shall not, and agrees not to (directly or indirectly) hire, employ, attempt to hire or employ, nor solicit for employment or consulting services any employee of the County or former employee of the County who was employed by the County at any time during the term of the Contract.

32.0 NON-DISCRIMINATION

The Seller shall not discriminate in the provision of work or services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex related to the performance of this contract. The Seller shall comply with all applicable laws or regulations regarding equal employment or equal access (including Americans with Disabilities Act) requirements.



IN WITNESS WHEREOF, Buyer and Seller have executed this Contract.

BUYER

Madison County
Emergency Management Agency

By: _____

Name: _____

Title: _____

Date _____

SELLER

SAFER Services Corporation

By:  _____

Name: Jeff Whattam, P.E. _____

Title: President _____

Date May 01, 2020 _____



EXHIBIT A – SELLER’S PROPOSAL/QUOTE – PRICE LIST

MADISON COUNTY, KY
REVISED SCOPE



Item	ORIGINAL			REV 1					
	Qty	Unit Cost	Ext Cost	Qty	Previous or Standard Per Unit	Extended	Madison County Per Unit	Extended	Savings
CentrAlert Network CDAC Control System	0	n/a	n/a	2	\$ 20,896.31	\$ 41,792.61	\$ 17,043.02	\$ 34,086.04	\$ 7,706.57
Includes: Network CDAC Controller, Siren Control Module, NOW! Maintenance Email, NOW! Non-Priority SMS, CAP Server, Radio (NOTE: NOW! Module requires annual license renewal.)									
Network Control System Installation	0	n/a	n/a	1	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00
CentrAlert Guardian Workstation	0	n/a	n/a	2	\$ 2,983.75	\$ 5,927.50	\$ 2,062.00	\$ 4,124.00	\$ 1,803.50
Includes: CentrAlert Remote Guardian, Installation									
CentrAlert Standalone CDAC Control System	6	\$ 10,971.77	\$ 65,830.62	4	\$ 10,971.77	\$ 43,887.08	\$ 9,507.02	\$ 38,028.08	\$ 5,859.00
Includes: Standalone CDAC Controller, Siren Control Module, Radio, Installation									
Siren System	1	\$ 1,648,444.94	\$ 1,648,444.94	1	\$ 1,648,444.94	\$ 1,648,444.94	\$ 1,648,444.94	\$ 1,648,444.94	n/a
Professional Services	1	\$ 72,560.00	\$ 72,560.00	1	\$ 72,560.00	\$ 72,560.00	\$ 88,060.00	\$ 88,060.00	\$ 4,500.00
Network CDAC - Advisor Radio Module	0	n/a	n/a	2	\$ 3,381.00	\$ 6,762.00	\$ -	\$ -	\$ 6,762.00
Standalone CDAC - Advisor Radio Module	0	n/a	n/a	4	\$ 2,817.50	\$ 11,270.00	\$ -	\$ -	\$ 11,270.00
Automatic Server Failover	0	n/a	n/a	1	\$ 4,019.25	\$ 4,019.25	\$ -	\$ -	\$ 4,019.25
CentrAlert Central Alarm Server	0	\$13,177.50	\$ -	1	\$13,177.50	\$ 13,177.50	\$ 7,906.50	\$ 7,906.50	\$ 5,271.00
CentrAlert Mobile Application	0	\$0.00	\$ -	0	\$ -	\$ -	\$ -	\$ -	\$ -
CentrAlert Mobile Application	0	n/a	n/a	1	\$ 799.25	\$ 799.25	\$ -	\$ -	\$ 799.25
Mobile Guardian App	0	n/a	n/a	2	\$ 189.75	\$ 379.50	\$ -	\$ -	\$ 379.50
CentrAlert DCI Card With Encryption (DCI-DD-E)	n/a	n/a	n/a	70	\$ 1,834.25	\$ 128,397.50	\$ 917.13	\$ 64,198.75	\$ 64,198.75
AES Encryption (Credit)	n/a	n/a	n/a	70	n/a	n/a	\$ (432.74)	\$ (30,291.80)	n/a
Tait 9400 Mobile Radio (Activation Point)	n/a	n/a	n/a	6	n/a	n/a	\$ 1,296.52	\$ 7,779.12	n/a
Tait 9400 Portable Radio (Siren)	n/a	n/a	n/a	70	n/a	n/a	\$ 173.05	\$ 12,113.50	n/a
Tait Programming Software	n/a	n/a	n/a	1	n/a	n/a	\$ 89.81	\$ 89.81	n/a
PROJECT TOTAL								\$ 1,854,538.94	
Maintenance	1	\$ 51,720.00	\$ 51,720.00	1	\$ 51,720.00	\$ 51,720.00	TBD	TBD	TBD

Exhibit A



Revised Scope Notes:

- 1) With the inclusion of the DCI card, will the existing VHF radios be incorporated into the siren system to provide back-up communications? This will require some additional engineering design if so. This design cost not included.
- 2) The Tait radios are more expensive than the Kenwoods originally quoted and the cost differential is included in the table above.
- 3) Once final design is understood (i.e. radio frequency(s), etc.) SAFER Services can work on the final maintenance plan and cost during the initial documentation phase of project and provide those numbers to Madison County EMA.



EXHIBIT B – INVOICING AND PAYMENT TERMS

1. Milestone Payments

- a. Twenty five percent (25%) of the total Contract price invoiced upon signing of contract from the County as a mobilization charge;
- b. Amounts totaling sixty five Percent (65%) of the total Contract price invoiced as stated in the Project Schedule as milestone payments; and
- c. Ten Percent (10%) of the total Contract price invoiced as Final Payment upon completion of acceptance testing.
- d. County shall pay Contractor an amount equal to the cost of Contractor obtaining a Performance Bond, if requested by the County, as cost is not included in the proposal price.

2. Payment Dates

The Payment(s) associated with the event(s) above shall be due thirty (30) days following the date of Buyer's receipt and approval of Seller's invoice, except the mobilization fee, which shall be due upon receipt. Upon payment of mobilization fee, project kickoff will occur.

3. Other Amounts

Any other amounts due Seller hereunder shall be due thirty (30) days following the date of Buyer's receipt and approval of Seller's invoice.

4. Late Payments

All amounts past due over thirty (30) days shall accrue interest from their due date at the rate of one and one-half percent (1-1/2%) per month (or such lesser rate as may be the maximum permissible rate under applicable law).

5. Security Interest

Until the Total Contract Price is fully paid to Seller, Seller shall retain and Buyer hereby grants to Seller a purchase money security interest in the Hardware and Buyer shall join with Seller in executing any required filings to create such security interest.

MADISON COUNTY, KY
EMERGENCY MANAGEMENT AGENCY /
CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM



OUTDOOR SIREN WARNING SYSTEM
CONTRACTUAL TERMS AND CONDITIONS

System Purchase Contract

Between

Madison County Emergency Management Agency
(Buyer)

and

SAFER Services Corporation
(Seller)

Date: June 12, 2020



TABLE OF CONTENTS

1.0	Contract Contents	3
2.0	General Terms And Conditions.....	3
3.0	Delivery Terms & Transportation Charges	4
4.0	Right of Inspection and Rejection	4
5.0	Conditions of Work	4
6.0	Workforce.....	4
7.0	Compliance with Safety Regulations	4
8.0	Invoicing And Payment.....	5
8.1	Invoices	5
8.2	Other Terms Regarding Payment	5
8.3	Final Payment.....	6
9.0	Subcontractors	6
10.0	Warranties	6
10.1	Warranty-Price	6
10.2	Warranty-Title	7
10.3	Warranty-Services	7
10.4	Warranty – Deliverables.....	7
10.5	Acceptance of Incomplete or Non-Conforming Deliverables	7
11.0	Stop Work Notice	8
12.0	Termination	8
13.0	Delays.....	8
14.0	Indemnity.....	8
15.0	Insurance	8
16.0	Notices.....	9
17.0	Rights to Bid, Proposal & Contractual Material.....	9
18.0	Warranty Against Infringements	9
19.0	Confidentiality	10
20.0	Gifts And Gratuities	10
21.0	Prohibition Against Personal Interest in Contracts.....	10
22.0	Independent Seller.....	10
23.0	Assignment-Delegation	10
24.0	Waiver	11
25.0	Modifications.....	11
26.0	Final Agreement	11
27.0	Dispute Resolution	11
28.0	Jurisdiction & Venue.....	11
29.0	Invalidity	11
30.0	Title And Risk Of Loss.....	11
31.0	Non-Solicitation	12
32.0	Non-Discrimination.....	12
	EXHIBIT A – Seller’s Proposal/Quote – Price List.....	A1
	EXHIBIT B – Invoicing and Payment Terms	B1



1.0 CONTRACT CONTENTS

THIS SYSTEM PURCHASE CONTRACT (together with all exhibits hereto, (the "Contract") is made and entered into this 28th day of May 2020 ("Effective Date"), by and between Madison County Emergency Management Agency, (hereinafter referred to as "Buyer" or the "County") and SAFER Services Corporation (hereinafter referred to as "Seller").

RECITALS

R-1. Buyer issued a Request for Proposal/Request for Quote (RFP/RFQ) entitled *Request for Proposal for Outdoor Siren Warning System* and released June 24, 2019, requesting proposals to provide Buyer with an upgrade to its existing control, radio and siren systems and services as set forth in the RFP/RFQ. The RFP/RFQ is incorporated herein by reference as if set forth herein in its entirety.

R-2. Seller delivered a proposal in response to the Buyer RFQ (SAFER Services document number SS-PR-215-190906, dated September 6, 2019), which included multiple options to provide the upgraded Siren Warning System (SWS) equipment and services requested by Buyer in the RFP/RFQ. Buyer and Seller accepted a final design, based upon *Option Five – Tone Only Design* of Seller's response, submitted to Buyer on March 6, 2020, to include equipment, services and options. Final equipment list attached hereto as Exhibit A (collectively, the *Seller's Proposal/Quote – Price List*). Seller's Proposal is incorporated herein by reference as if set forth herein in its entirety.

R-3. Buyer has selected Seller's Accepted Proposal/Quote and now desires to contract with Seller to provide Buyer with the upgraded SWS equipment and services set forth in Seller's Accepted Proposal/Quote.

R-4. Buyer and Seller desire to enter into the Contract to set forth in writing their respective rights, duties and obligations hereunder.

NOW, THEREFORE, WITNESSETH that for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

2.0 GENERAL TERMS AND CONDITIONS

The Seller has the expertise, special skills, knowledge and experience to fully perform this contract. The Seller's performance shall at all times be prompt and timely. The Seller represents that it fully understands the work to be done under this contract; and that the Seller will do this work in a fully and highly competent manner. The Seller shall be solely responsible for all its costs related to performance of the contract, unless otherwise specifically stated in the contract.

The Seller shall comply with all applicable laws, rules and regulations related to performance of this contract. The Seller shall comply with all applicable County policies, procedures, rules and regulations. The Seller represents and warrants that it has all licenses, permits and qualifications as are legally or professionally required to perform the services stated in this contract. The Seller shall keep all such licenses, permits and qualifications current and in effect throughout the term of this contract.



3.0 DELIVERY TERMS & TRANSPORTATION CHARGES

Unless otherwise stated herein or within Seller's Proposal/Quote, Seller's price shall be deemed to include all delivery and transportation charges.

4.0 RIGHT OF INSPECTION AND REJECTION

The Seller's performance shall be subject to inspection and testing by the County at all times during the term of this contract. The Seller shall provide adequate cooperation to County personnel to permit the County to determine the adequacy of the Seller's performance. The Seller shall at all times permit an appropriate County representative to monitor, assess or evaluate the Seller's performance under this contract upon reasonable notice.

5.0 CONDITIONS OF WORK

Seller acknowledges that it has satisfied itself as to the nature of the County's service requirements and specifications, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or fact which could in any way affect performance of Seller's obligations under the contract, except as to the condition of the work sites not yet finalized by County. During work progress, Seller shall inform County of any circumstances that may reasonably be expected to impact performance of the Contract on a case by case basis. Reasonable charges for changes that impact work performance may be allowed provided Seller notifies County of the expected impact prior to initiation of work at that site, and County authorizes any proposed changes in writing prior to initiation of work at that location.

Subject to site availability during the project work, the County shall provide Seller access to the sites where Seller is to perform the services. The Seller shall be subject to the policies and procedures of the County in regard to security, access control and safety.

6.0 WORKFORCE

1. Seller shall employ only orderly and competent workers, skilled in the performance of the services that they will perform under the Contract.
2. Seller, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on the County's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
3. If the County or the County's representative notifies Seller that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, Seller shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the County's prior written consent.

7.0 COMPLIANCE WITH SAFETY REGULATIONS

Seller, its subcontractors, and their respective employees, shall comply fully with all applicable



federal, state, county and local safety and health laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the County and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. Seller shall indemnify and hold the County harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of Seller's obligations under this paragraph

8.0 INVOICING AND PAYMENT

8.1 Invoices

1. Remit invoices to:

Madison County Emergency Management Agency
560 South Keeneland Drive
Richmond, KY 40475

Unless otherwise instructed in writing, the County may rely on the remittance address specified on Seller's invoice. All invoices submitted by the Seller shall be reviewed against the milestone payment plan established.

2. Each invoice shall be written in sufficient detail so that the invoice may be reviewed, evaluated, processed and paid without the need to contact the Seller to obtain additional information. Detailed information to be contained in each invoice will be specified by the County following contract award.

3. Unless other lease or financing arrangements are made, invoices shall be submitted and paid in accordance with the schedule attached in Exhibit B.

8.2 Other Terms Regarding Payment

1. The County may withhold or set off the entire payment or part of any payment otherwise due Seller to such extent as may be necessary on account of:

a. Delivery of defective or non-conforming deliverables by Seller;

b. Third party claims, which are not covered by the insurance, which Seller is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

c. Failure of Seller to pay subcontractors, or for labor, materials or equipment;

e. Damage to the property of the County or the County's agents, employees or Sellers, which is not covered by insurance required to be provided by Seller;

f. Reasonable evidence that Seller's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

g. Failure of Seller to submit proper invoices with all required attachments and supporting documentation; or



h. Failure of Seller to comply with any material provision of the Contract documents.

2. In the event the Seller receives payment for services which are later disallowed because of nonconformance with the terms and conditions of this contract, the Seller shall promptly refund the disallowed amount to the County.

8.3 Final Payment

The Seller shall be eligible to issue an invoice for Final Payment upon Final Acceptance by the County. The making and acceptance of final payment shall constitute a waiver of all claims by Seller against the County other than those previously asserted in writing and not yet settled.

9.0 SUBCONTRACTORS

1. No acceptance by the County of any Subcontractor shall constitute a waiver of any rights or remedies of the County with respect to defective deliverables provided by a Subcontractor.

2. Work performed for Seller by a Subcontractor shall be pursuant to a written contract between Seller and Subcontractor. The terms of the subcontract shall not conflict with the terms of the Contract, and shall contain provisions that:

a. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

b. Prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the County and Seller;

c. Require Subcontractor to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to Seller in sufficient time to enable Seller to include same with its invoice or application for payment to the County in accordance with the terms of the Contract;

d. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for Seller, with the County being a named insured as its interest shall appear; and

e. Require that the Subcontractor indemnify and hold the County harmless to the same extent as Seller is required to indemnify the County.

3. Seller shall be fully responsible to the County for all acts and omissions of the Subcontractor just as Seller is responsible for Seller's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the County and any such Subcontractor, nor shall it create any obligation on the part of the County to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

10.0 WARRANTIES

10.1 Warranty-Price

1. To the extent any change orders or work performed under this contract are of a time and



materials nature, Seller warrants the prices quoted in the Proposal are no higher than Seller's current prices on orders by others for like deliverables under similar terms of purchase.

2. Seller certifies that the prices in the Proposal/Quote have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.

10.2 Warranty-Title

Seller warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. Seller shall indemnify and hold the County harmless from and against all adverse title claims to the deliverables.

10.3 Warranty-Services

Seller warrants and represents that all services to be provided the County under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with the highest industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable federal, state and local laws, rules or regulations.

1. Seller may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

2. The warranty shall be subject to the technical information contained in the Seller's Proposal. If during the warranty period, one or more of the above warranties are breached, Seller shall promptly perform the services again in accordance with contract requirements at no additional cost to the County. All costs incidental to such additional performance shall be borne by Seller. The County shall endeavor to give Seller written notice of the breach of warranty as soon as possible after the discovery of the breach, but failure to give timely notice shall not impair the County's rights under this section.

10.4 Warranty – Deliverables

Seller warrants and represents that all deliverables sold the County under the Contract shall conform to the specifications, drawings, and descriptions in the RFP/RFQ. If Seller is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, Seller shall transfer and assign such manufacturer's warranty to the County. If for any reason the manufacturer's warranty cannot be fully transferred to the County, Seller shall assist and cooperate with the County to the fullest extent to enforce such manufacturer's warranty for the benefit of the County. Unless otherwise specifically provided in writing, Seller provides no warranty for deliverables in addition to the warranty of the manufacturer, if any. Recycled, used or reconditioned deliverables shall not be permitted.

10.5 Acceptance of Incomplete or Non-Conforming Deliverables

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the County prefers to accept it, the County may do so. If any such acceptance occurs prior to final payment, the County may deduct such amounts as are necessary to compensate the County for the diminished value of the defective or nonconforming deliverables. If the acceptance occurs after final payment, Seller will refund such amount to the County.



11.0 STOP WORK NOTICE

The County may issue an immediate stop work notice in the event Seller is observed performing in a manner that is in violation of federal, state, or local guidelines, is in violation of the contract, or in a manner that is determined by the County to be unsafe to either life or property. Upon notification, Seller will cease all work until notified by the County that the violation or unsafe condition has been corrected.

12.0 TERMINATION

If there are any problems with the Seller's performance, the County shall give the Seller written notice of such problems, and Seller shall have 15 days thereafter to submit a corrective action plan to correct such problems to the satisfaction of the County. During this 15 day period, the County and the Seller shall meet to review the problems. If a plan is not prepared within this 15 day period to the County's satisfaction, which shall not be unreasonably withheld, then the County may immediately terminate this contract unless otherwise agreed by the parties. Following such termination, the County shall still be obligated to make any payments still due to the Seller. The Seller's rights under this contract (except for payments already properly due) shall terminate immediately upon dishonesty or a willful breach of the contract by the Seller, or in the event of the Seller's unwillingness or inability to properly perform. The rights and remedies of the County stated in this section shall not be exclusive and are in addition to any other rights or remedies the County may have by law or as stated elsewhere in the contract.

13.0 DELAYS

The County may delay scheduled delivery or other due dates by written notice to Seller if the County deems it in its best interest. Failure of the County to make timely payments shall also constitute a schedule delay. If such delays cause an increase in the cost of the work under the Contract, the County and Seller shall negotiate an equitable adjustment for costs incurred by the Seller in the Contract price and execute an amendment to the Contract. Seller must assert its right to an adjustment within 15 days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the dispute resolution process specified in paragraph 27. However, nothing in this provision shall excuse Seller from delaying the delivery as notified.

14.0 INDEMNITY

The Seller shall indemnify and hold harmless the County, including its officers, employees and agents, from any and all liabilities, claims, debts, damages, demands, or actions of whatever kind, nature or sort (including, but not by way of limitation, wrongful death, bodily injury, property damage, and legal expenses) arising out of or in any manner connected with the Seller's performance related to this contract.

15.0 INSURANCE

The Seller shall procure and maintain, or cause to be maintained, the following insurance coverages at all times during the term of this contract:

1. Workers' Compensation: Workers' compensation insurance as required by the laws of the State of Kentucky.



2. Commercial General Liability: Commercial General Liability insurance coverage in an amount not less than \$3,000,000, including but not limited to premises liability, contractual liability, completed operations, and personal injury, covering claims which may arise from or out of the Seller's performance related to this contract.

3. Automobile Liability: Automotive liability insurance for all vehicles involved with the work in an amount not less than \$250,000. Any insurance carrier providing insurance coverage hereunder shall be admitted to the Commonwealth of Kentucky or be otherwise approved by the County in writing.

Upon request, the Seller shall provide the County with certificates of insurance showing all required coverages, including certified endorsements to the certificates which show the County (and its officers, employees and agents) have been named as additional insureds.

16.0 NOTICES

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal service certified or registered mail, return receipt requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, tele-fax, or other commercially accepted means. Notices to Seller shall be sent to the address specified in Seller's offer, or at such other address as a party may notify the other in writing. Notices to the County shall be addressed to:

Madison County Emergency Management Agency
560 South Keeneland Drive
Richmond, KY 40475

17.0 RIGHTS TO BID, PROPOSAL & CONTRACTUAL MATERIAL

All Bid, Proposal & Contractual material submitted by Seller to the County shall become property of the County upon receipt. County will not disclose confidential material except as required by law and under Section 19

18.0 WARRANTY AGAINST INFRINGEMENTS

Seller represents and warrants to the County that: (i) Seller shall provide the County good and indefeasible title to the deliverables and (ii) the deliverables supplied by Seller in accordance with the specifications in the Contract will not infringe, directly or contributory, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; and (iii) that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and Seller does not know of any valid basis for any such claims. Seller shall, at its sole expense, defend, indemnify, and hold the County harmless from and against all liability, damages, and costs (including court costs and fees of attorneys and other professionals) arising out of or resulting from any claim that the County's exercise anywhere in the world of the rights associated with the County's ownership, and if applicable, license rights, and its use of the



deliverables infringes the intellectual property rights of any third party. Seller agrees that the County's specifications for this contract shall in no way diminish Seller's warranties or obligations.

19.0 CONFIDENTIALITY

All documents or information that are part of or related to this RFP/RFQ, and the work of the contract to be awarded as a result of this RFP/RFQ ("Project"), in any form, whether provided by the County or authored by the Seller, specifically including but not limited to handwritten or typed notes (including electronic mail), photographs, digital files, audio or video recordings, maps and diagrams, shall be kept strictly confidential. At all times, beginning from the date of issuance of this RFP/RFQ and continuing forever, persons not directly involved in the preparation of the Seller's proposal or in the Project shall not be permitted access to any information regarding the Project.

20.0 GIFTS AND GRATUITIES

The Seller shall not directly or indirectly offer or give gifts, gratuities, favors, or entertainment to County employees or representatives related in any way to this contract.

21.0 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

No officer, employee, consultant, or elected official of the County who is involved in the development, evaluation, or decision-making process of the performance of this RFP/RFQ shall have a financial interest, direct or indirect, in the Contract resulting from this RFP/RFQ.

22.0 INDEPENDENT SELLER

The Seller is acting as an independent Seller, and no relationship of employer employee exists between the Seller (including its employees, agents or representatives) and the County. The Seller assumes full and exclusive responsibility for its acts and the acts of its employees, agents and Subcontractors related in any way to this contract. The Seller assumes full responsibility for payments of all federal, state and local taxes or other contributions imposed or required under social security, workers compensation, income tax, disability, unemployment, retirement or similar laws or regulations, related to the Seller, its employees, agents or representatives. The Seller (including its employees, agents or representatives) shall not be entitled to any benefits payable to employees of the County, including but not limited to workers compensation, retirement, leave or other similar benefits. The Seller shall indemnify the County against any and all claims that may be made against the County based upon a contention by any person or entity that an employer-employee relationship exists by reason of this contract, including but not limited to any federal, state or other payments which the County may be required to make related to such a claim. The Seller shall immediately reimburse the County for any payments which the County may be required to make related to any such claim.

23.0 ASSIGNMENT-DELEGATION

The Seller shall not assign any interest in or part of this contract without the prior written consent of the County.



24.0 WAIVER

Any waiver by the County of any breach of any one or more of the terms of this contract shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this contract. Failure on the part of the County to require exact, full and complete compliance with any terms of this contract shall not be construed as in any manner changing the terms of this contract or stopping the County from enforcement of the terms of this contract.

25.0 MODIFICATIONS

This Contract may be changed or modified only pursuant to a written document signed by the authorized representatives of both parties.

26.0 FINAL AGREEMENT

This contract is intended by the parties as the final, complete and exclusive statement of their understanding with respect to the subject matter of this contract and supersedes any and all prior or contemporaneous oral or written understandings.

27.0 DISPUTE RESOLUTION

In the event of a dispute arising out of or relating to this Contract, the parties shall attempt to settle the matter amicably at the working level. Where the parties are unable to resolve the dispute, either party may, by notice setting out the particulars of the dispute, refer the matter to the authorized personnel of the parties, who will resolve the dispute in a manner acceptable to both parties, with mediation being the preferred methodology.

28.0 JURISDICTION & VENUE

This contract shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. Any legal action related to the performance or interpretation of this contract shall be filed only in the court system for the Commonwealth of Kentucky located in Madison County, Kentucky.

29.0 INVALIDITY

In the event any provision of this contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30.0 TITLE AND RISK OF LOSS

Title to and risk of loss of the deliverables shall pass to the County upon delivery and installation by Seller.



31.0 NON-SOLICITATION

During the term of the Contract, and for a period of one (1) year thereafter, Seller (including, if applicable, Seller's parent and related companies) shall not, and agrees not to (directly or indirectly) hire, employ, attempt to hire or employ, nor solicit for employment or consulting services any employee of the County or former employee of the County who was employed by the County at any time during the term of the Contract.

32.0 NON-DISCRIMINATION

The Seller shall not discriminate in the provision of work or services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex related to the performance of this contract. The Seller shall comply with all applicable laws or regulations regarding equal employment or equal access (including Americans with Disabilities Act) requirements.



IN WITNESS WHEREOF, Buyer and Seller have executed this Contract.

BUYER

Madison County
Emergency Management Agency

By: _____

Name: _____

Title: _____

Date: _____

SELLER

SAFER Services Corporation

By:  _____

Name: Jeff Whattam, P.E.

Title: President

Date: June 12, 2020

**EXHIBIT A – SELLER’S PROPOSAL/QUOTE – PRICE LIST**MADISON COUNTY, KY
REVISED SCOPE

Item	ORIGINAL			REV 1					
	Qty	Unit Cost	Ext Cost	Qty	Previous or Standard Per Unit	Extended	Madison County Per Unit	Extended	Savings
CentrAlert Network CDAC Control System Includes: Network CDAC Controller, Siren Control Module, NOW! Maintenance Email, NOW! Non-Priority SMS, CAP Server, Radio (NOTE: NOW! Module requires annual license renewal.)	0	n/a	n/a	2	\$ 20,896.31	\$ 41,792.61	\$ 17,043.02	\$ 34,086.04	\$ 7,706.57
Network Control System Installation	0	n/a	n/a	1	\$ 4,500.00	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00
CentrAlert Guardian Workstation Includes: CentrAlert Remote Guardian, Installation	0	n/a	n/a	2	\$ 2,983.75	\$ 5,927.50	\$ 2,082.00	\$ 4,124.00	\$ 1,803.50
CentrAlert Standalone CDAC Control System Includes: Standalone CDAC Controller, Siren Control Module, Radio, Installation	6	\$ 10,971.77	\$ 65,830.62	4	\$ 10,971.77	\$ 43,887.08	\$ 9,507.02	\$ 38,028.08	\$ 5,859.00
Siren System Includes: Whelen Siren, Siren Cabinet, Batteries, Radio, Solar, Pole, Installation, Removal	1	\$ 1,648,444.94	\$ 1,648,444.94	1	\$ 1,648,444.94	\$ 1,648,444.94	\$ 1,648,444.94	\$ 1,648,444.94	n/a
Professional Services	1	\$ 72,560.00	\$ 72,560.00	1	\$ 72,560.00	\$ 72,560.00	\$ 68,060.00	\$ 68,060.00	\$ 4,500.00
Network CDAC - Advisor Radio Module	0	n/a	n/a	2	\$ 3,381.00	\$ 6,762.00	\$ -	\$ -	\$ 6,762.00
Standalone CDAC - Advisor Radio Module	0	n/a	n/a	4	\$ 2,817.50	\$ 11,270.00	\$ -	\$ -	\$ 11,270.00
Automatic Server Failover	0	n/a	n/a	1	\$ 4,019.25	\$ 4,019.25	\$ -	\$ -	\$ 4,019.25
CentrAlert Central Alarm Server	0	\$13,177.50	\$ -	1	\$13,177.50	\$ 13,177.50	\$ 7,906.50	\$ 7,906.50	\$ 5,271.00
CentrAlert Mobile Application	0	\$0.00	\$ -	0	\$ -	\$ -	\$ -	\$ -	\$ -
CentrAlert Mobile Application	0	n/a	n/a	1	\$ 799.25	\$ 799.25	\$ -	\$ -	\$ 799.25
Mobile Guardian App	0	n/a	n/a	2	\$ 189.75	\$ 379.50	\$ -	\$ -	\$ 379.50
CentrAlert DCI Card With Encryption (DCI-DD-E)	n/a	n/a	n/a	70	\$ 1,834.25	\$ 128,397.50	\$ 917.13	\$ 64,198.75	\$ 64,198.75
AES Encryption (Credit)	n/a	n/a	n/a	70	n/a	n/a	\$ (432.74)	\$ (30,291.80)	n/a
Tait 9400 Mobile Radio (Activation Point)*	n/a	n/a	n/a	6	n/a	n/a	\$ 1,296.52	\$ 7,779.12	n/a
Tait 9400 Portable Radio (Siren)*	n/a	n/a	n/a	70	n/a	n/a	\$ 173.05	\$ 12,113.50	n/a
Tait Programming Software*	n/a	n/a	n/a	70	n/a	n/a	\$ 89.81	\$ 89.81	n/a
Fiberglass Pole*	n/a	n/a	n/a	66	n/a	n/a	\$ 1,445.10	\$ 95,376.60	n/a
Engineering Design - VHF Integration	n/a	n/a	n/a	1	n/a	n/a	\$ 11,500.00	\$ 11,500.00	n/a
PROJECT TOTAL								\$ 1,961,415.54	

*Cost represents delta from original quote for equipment changes requested by Madison County and does not reflect a per unit cost.

ANNUAL FEES									
Maintenance	1	\$ 51,720.00	\$ 51,720.00	1	\$ 51,720.00	\$ 51,720.00	TBD	TBD	TBD
NOW! Annual License Renewal	0	\$ -	\$ -	1	\$ 2,495.00	\$ 2,495.00	\$ 2,495.00	\$ 2,495.00	\$ -

Exhibit A



Revised Scope Notes:

- 1) With the inclusion of the DCI card, the existing VHF radios shall be incorporated into the siren system to provide back-up communications. Engineering Design to integrate the existing VHF radios into the new SWS design included in Exhibit A. Engineering Design integration work includes system validation, installation diagrams, incorporation into overall acceptance test plan, software configuration and final testing. This scope reflects design integration work only and does not include equipment nor radio system design work. VHF radio system design, equipment and coverage shall remain unchanged unless otherwise requested by Madison County.
- 2) The Tait radios are more expensive than the Kenwood radios originally quoted and that cost differential is included in Exhibit A.
- 3) Fiberglass pole option requested by Madison County results in higher cost than the wood pole quoted in the RFP response. Exhibit A Fiberglass Pole cost represents cost differential between wood pole and fiberglass pole.
- 4) Once final design is understood (i.e. radio frequency(s), etc.) SAFER Services can work on the final maintenance plan and cost during the initial documentation phase of project and provide those numbers to Madison County EMA.



5. Security Interest

Until the Total Contract Price is fully paid to Seller, Seller shall retain and Buyer hereby grants to Seller a purchase money security interest in the Hardware and Buyer shall join with Seller in executing any required filings to create such security interest.