WEDCO District Health Department & Home Health Agency
RFP # 2020-SEC for Facility Security Solutions

05/26/2020
Contact Information

Larry Adamson, IT Manager
WEDCO District Health Department
364 Oddville Ave
Cynthiana, KY 41031
Larryd.adamson@ky.gov
859-569-3427

Rachel Kendall, Administrative Services Manager
WEDCO District Health Department
364 Oddville Ave
Cynthiana, KY 41031
Rachelm.kendall@ky.gov
859-405-4252
Confidentiality

In the course of their dealings with each other and in order to pursue a proposed business relationship, WEDCO District Health Department and the Bidder may, from time to time, disclose certain technical business and other information ("Confidential Information"), as that term is later defined in this Agreement. The parties hereby desire to establish and set forth their mutual obligations with respect to the use and disclosure of such Confidential Information. In consideration of the mutual disclosures, promises and obligations contemplated herein, the parties agree as follows:

1. “Confidential Information” means any Company proprietary information, technical data, trade secrets or know-how, including but not limited to research, product plans, products, software, programming techniques, sales processes, services, suppliers, supplier lists, customers, customer lists, customer technical requirements, markets, developments, inventions, processes, technology, designs, drawings, engineering, apparatus, techniques, hardware configuration information, marketing, forecasts, business strategy, finances or other business information disclosed by the parties, either directly or indirectly, in writing, orally or by drawings or inspection of samples, parts or equipment.

2. Notwithstanding the foregoing, “Confidential Information” shall not include information or disclosure that the Receiving Party can demonstrate:
   a. Is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available to the public;
   b. Was known by the Receiving Party before receiving such Confidential Information from the Disclosing Party;
   c. Is received from a third party without restriction on disclosure and without breach of a non-disclosure obligation;
   d. In independently developed by the Receiving Party without use of or reference to the Confidential Information by persons who had no access to the Confidential Information;
   e. Was authorized for disclosure by the Disclosing Party.

3. Each party agrees:
   a. To hold other party’s Confidential Information in strict confidence;
   b. Not to disclose such Confidential Information to any third party, except as specifically authorized herein or as specifically authorized by the other party in writing;
c. Not to disclose the nature of discussions, parties or the proposed business relationship between the parties or the existence of this Agreement or of any of the terms and conditions contained herein without the prior written consent of the other party;

d. To use all reasonable precautions to prevent the unauthorized disclosure of the other party’s Confidential Information;

e. Not to use any Confidential Information for any purpose other than to carry out the Business Purpose.

4. Each party may disclose the other party’s Confidential Information to its responsible employees and consultants who have a “need-to-know” such Confidential Information in order to carry out the Business Purpose, and only if such persons are advised of the confidential nature of the disclosure and are bound by written agreement or by legally enforceable code of professional responsibility to protect against the disclosure of the Confidential Information.

5. Each party may disclose the other party’s Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the Receiving party uses reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment and provides the Disclosing Party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

6. ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS.” EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. Upon the request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party all copies of the Confidential Information, will destroy all notes, abstracts and other documents that contain Confidential Information, and will provide to the Disclosing Party a written certification of an officer of the Receiving Party that it has done so.

8. Nothing in this Agreement shall be construed as granting any property or other rights (express or implied) to the Receiving Party, by license or otherwise, to any of the Disclosing Party’s Confidential Information, except as specifically stated herein.

9. Each party acknowledges that the unauthorized use or disclosure of the other party’s Confidential Information would cause irreparable harm to the other party. Accordingly, each party agrees that the other party will have the right to obtain an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach. The prevailing party in any such action shall be entitled to recover, in addition to the relief granted, the costs and expenses of enforcement, including reasonable attorney’s fees.
10. This Agreement shall apply to all Confidential Information disclosed by one party to the other party during the period that begins on the Effective Date and ends two (2) years thereafter. The mutual obligations contained in this Agreement will remain in effect for five (5) years after the date of the last disclosure of Confidential Information hereunder, at which time this Agreement will terminate.

11. This Agreement constitutes the complete and exclusive understanding reached between the parties with reference to the subject matter herein and supersedes all prior communications and agreements, whether oral or written. The terms and conditions set forth herein shall be modified, replaced or rescinded only in writing and signed by a duly authorized representative of each party. If one or more of the provisions in this Agreement are deemed void by law, the remaining provisions will continue in full force and effect. This Agreement will be construed and enforced according to the laws of the Commonwealth of Kentucky, U.S.A. without application of the principles of conflict of laws. This Agreement is not, however, intended to limit any rights that the parties may have under trade secret, copyright or patent laws, which may apply to the subject matter of this Agreement both during and after the term of this Agreement.
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1 Project Overview

The WEDCO District Health Department & Home Health Agency’s Office (WEDCO) is issuing this request for proposal (RFP) to identify suppliers that have the interest, capability, and financial strength to provide and support a qualified Security solution as described herein. WEDCO intends to contract with a vendor/partner for the purpose of acquiring, installing, and making fully operational a new Security System as identified and required in this RFP. The Bidder’s solution shall include all products, components, activities, services, and any other aspect necessary to properly design, manufacture, ship, deliver, install, cutover, and maintain the entire system being proposed, i.e. a “turnkey” solution.

1.1 Site Survey

A site survey of each building is mandatory for all bidders prior to submitting a proposal. Interested bidders should contact Larry Adamson to schedule site visits and must follow social distance guidelines while on-site.

Please do not contact any WEDCO staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm’s submittal for consideration.

1.2 Timeline

The target Timeline for this project is as follows:

- RFP Issue: 05/26/2020
- Proposals Submitted by: 06/15/2020 @ 10am
- Notice of Award: 06/29/2020
- Project Completion: 09/30/2020

1.3 Selection Criteria

Proposals shall contain the appropriate information necessary to evaluate based on the criteria below. The WEDCO District Board of health will evaluate the proposals and make the final selection.

- 25%: Vendor Proximity & Stability, including service level guarantees
- 25%: Solution architecture, features, and ease of use
- 25%: Estimated cost of services
- 25%: Ability to Execute

Minor exceptions may not necessarily eliminate the proposal or vendor from consideration. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The WEDCO District Health Department & Home Health Agency’s Office shall determine whether an exception is minor.
The WEDCO District Health Department & Home Health Agency’s Office reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the WEDCO District Health Department & Home Health Agency’s Office to be in its best interest.
2 Proposal Guidelines

The WEDCO District Health Department & Home Health Agency’s Office hereby requests proposals for to be provided in accordance with terms, conditions and specifications established herein. The WEDCO District Health Department & Home Health Agency’s Office will follow the established procedures of the Commonwealth of Kentucky for reviewing and accepting proposals.

2.1 Proposal Delivery

Sealed proposals will be received in WEDCO’s District Office, 364 Oddville Avenue, Cynthiana, KY 41031 until 10AM, prevailing local time, on June 15, 2020. Proposals must be in a sealed envelope, which is prominently marked: RFP# 2020-SEC WEDCO District Health Department Security Proposal

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Bidder. It is the sole responsibility of the Bidder to assure that his/her proposal is received by WEDCO before the date and time set for opening proposals. Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

2.2 Proposal Format

The Bidder must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flash drive or CD and one (1) duplicate (hardcopies) of their proposal for evaluation purposes. Signature of this proposal by the Bidder constitutes acceptance by the Bidder of terms, conditions and requirements set forth herein.

2.3 Proposal Requirements

2.3.1 The Bidder’s response shall contain an Executive Summary, not to exceed three pages, that summarizes the proposed solution, primary components, its distinctive features, and how it will fulfill WEDCO’s requirements as stated in this RFP.

2.3.2 The Bidder will include pricing for a “turnkey” implementation and will include within that pricing all support for one year after the system is placed in operation.

2.3.3 Bidders should include support pricing for up to 4 additional years, with the first year being included in the installation price.

2.3.4 All hardware must be new and fully warranted.

2.3.5 Bidder should list any assumptions made in responding to this RFP.

2.3.6 Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
2.4 AFFIDAVIT

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

1. His/her name is ____________________________, and he/she is the individual submitting the proposal or is the authorized representative of ____________________________, the entity submitting the proposal (hereinafter referred to as "Bidder"), with offices located at ____________________________ (Street, City, State, Zip)

2. Bidder has authorized WEDCO to verify the above-mentioned information with the Division of Revenue and to disclose to WEDCO District Health Department & Home Health Agency that taxes and/or fees are delinquent or that a business license has not been obtained.

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

    Further, Affiant sayeth naught.

    __________________________________________

STATE OF __________________

COUNTY OF ____________________

The foregoing instrument was subscribed, sworn to and acknowledged before me by ____________________________ on this the ________ day of __________________, 2019.

My Commission expires: ____________________________

_________________________    ____________________________
Signature                          Date

__________________________________________
NOTARY PUBLIC, STATE AT LARGE
3 General Provisions

3.1 Laws and Regulations
Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good, including the National Defense Authorization Act (NDAA), specifically section 889, which prohibits certain video surveillance and components manufactured by specific vendors, and the Trade Agreement Act (TAA). The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 et. seq., as amended, and KRS Chapter 338. The Respondent also agrees to notify WEDCO in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold WEDCO and WEDCO harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

3.2 Equal Employment Opportunity
The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

3.3 Addenda
All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each Bidder to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

3.4 Proposal Reservations
WEDCO reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. WEDCO may consider any alternative proposal that meets its basic needs.

3.5 Liability
WEDCO is not responsible for any cost incurred by a Respondent in the preparation of proposals.

3.6 Changes/Alterations
Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal and received by WEDCO prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

WEDCO Confidential
3.7 Clarification of Submittal
WEDCO reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

3.8 Bribery Clause
By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of WEDCO.

3.9 Ambiguity, Conflict or other Errors in RFP
If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify WEDCO of such error in writing and request modification or clarification of the document if allowable by WEDCO.

3.10 Agreement to Bid Terms
In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, Bidder states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the Bidder omits from its Proposal.

3.11 Cancellation
If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to WEDCO, WEDCO may cancel this contract for cause by providing written notice to the Bidder, giving at least thirty (30) days’ notice of the proposed cancellation and the reasons for same. During that time period, the Bidder may seek to bring the performance of services hereunder to a level that is acceptable to WEDCO, and WEDCO may rescind the cancellation if such action is in its best interest.

3.12 Termination for Cause
WEDCO may terminate a contract because of the contractor’s failure to perform its contractual duties.
3.12.1 If a contractor is determined to be in default, WEDCO shall notify the contractor of the determination in writing and may include a specified date by which the contractor shall cure the identified deficiencies. WEDCO may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

3.12.2 A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:

i) Failure to perform the contract according to its terms, conditions and specifications;

ii) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

iii) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics’ liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

iv) Failure to diligently advance the work under a contract for construction services;

v) The filing of a bankruptcy petition by or against the contractor; or

vi) Actions that endanger the health, safely or welfare of WEDCO employees or recipients of WEDCO services.

3.12.3 At Will Termination
Notwithstanding the above provisions, WEDCO may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by WEDCO, provided these goods or services were provided in a manner acceptable to WEDCO. Payment for those goods and services shall not be unreasonably withheld.

3.13 Assignment of Contract
The contractor shall not assign or subcontract any portion of the Contract without the express written consent of WEDCO. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that WEDCO shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of WEDCO.

3.14 No Waiver
No failure or delay by WEDCO in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by WEDCO in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of WEDCO hereunder or shall operate as a waiver thereof.

3.15 Authority to do Business
The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and
lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide WEDCO with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Bidder is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

3.16 Governing Law
This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be Harrison County Circuit Court, 115 Court Street, Suite 1, Cynthiana, KY 41031. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

3.17 Ability to Meet Obligations
Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

3.18 Contractor Status
The selected Vendor understands and agrees that its employees, agents, or subcontractors are not employees of WEDCO for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

3.19 Force of Contract
If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

3.20 Non-Appropriation
Contractor acknowledges that WEDCO District Health Department & Home Health Agency’s Office (WEDCO) is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of WEDCO’s obligations under this contract, then this contract shall automatically expire without penalty to WEDCO thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that WEDCO shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.
In the event of a change in WEDCO’s statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects WEDCO’s authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to WEDCO upon written notice to Contractor of such limitation or change in WEDCO’s legal authority.

3.21 Indemnification Provision

It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter “Vendor”) under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

Vendor shall indemnify, save, hold harmless and defend WEDCO District Health Department & Home Health Agency’s Office and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter “WEDCO”) from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor’s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of WEDCO.

Notwithstanding, the foregoing, with respect to any professional services performed by Vendor hereunder (and to the fullest extent permitted by law), Vendor shall indemnify, save, hold harmless and defend WEDCO from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Vendor in the performance of this agreement.

In the event WEDCO is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys’ fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by WEDCO, which approval shall not be unreasonably withheld.

These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

WEDCO is a quasi-governmental agency of the Commonwealth of Kentucky. VENDOR acknowledges and agrees that WEDCO is unable to provide indemnity or otherwise save, hold harmless, or defend the VENDOR in any manner.
3.22 Insurance Requirements

VENDOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to WEDCO in order to protect WEDCO against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by VENDOR. The cost of such insurance shall be included in any bid:

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<tr>
<td>General Liability (Insurance Services Office Form CG 00 01)</td>
<td>$1 million per occurrence, $2 million aggregate or $2 million combined single limit</td>
</tr>
<tr>
<td>Commercial Automobile Liability (Insurance Services Office Form CA 0001)</td>
<td>combined single, $1 million per occurrence</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1 million per occurrence, $2 million aggregate</td>
</tr>
<tr>
<td>Worker’s Compensation</td>
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</tr>
<tr>
<td>Employer’s Liability</td>
<td>$500,000.00</td>
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The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. WEDCO shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by WEDCO.

c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by WEDCO.

d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by WEDCO.

e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, VENDOR shall notify WEDCO and obtain similar insurance that is commercially available and acceptable to WEDCO.

f. WEDCO shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

g. Said coverage shall be written by insurers acceptable to WEDCO and shall be in a form acceptable to WEDCO. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best’s Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by WEDCO, evidence of renewal of an expiring policy must be submitted to WEDCO and may be submitted on a manually signed renewal endorsement.
form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN, IT MUST BE FORWARDED TO WEDCO NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by WEDCO, upon review of evidence of VENDOR’s financial capacity to respond to claims. Any such programs or retentions must provide WEDCO with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If VENDOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, VENDOR agrees to provide WEDCO, the following data prior to the final acceptance of bid and the commencement of any work:

a. Latest audited financial statement, including auditor's notes.

b. Any records of any self-insured trust fund plan or policy and related accounting statements.

c. Actuarial funding reports or retained losses.

d. Risk Management Manual or a description of the self-insurance and risk management program.

e. A claim loss run summary for the previous five (5) years.

f. Self-Insured Associations will be considered.

Safety and Loss Control

VENDOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and WEDCO.

Verification of Coverage

VENDOR agrees to furnish WEDCO with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide WEDCO copies of all insurance policies, including all endorsements.

Default

VENDOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that WEDCO may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging VENDOR for any such insurance premiums purchased, or suspending or terminating the work.
BIDDER QUALIFICATIONS

4 Bidder Qualifications

4.1 Overview
Provide a brief description of the firm, including organizational structure, years in business in Kentucky, location of personnel, and solution types offered.

4.2 Resources
Please describe Bidder’s support resources (quantity, experience, certifications, etc.)

4.3 Sub-Contracting
Does the Bidder use sub-contractors for installation or support of the solution proposed? If yes, provide specific detail.

4.4 Support Center
Does the Bidder offer a support call-in center for technical questions?

4.5 Trouble Reporting
How are service issues reported to the Bidder’s Support Center? Is it the same process, regardless of time of day?

4.6 On-Site Assistance
Does the Bidder provide on-site assistance if it is required?

4.7 Manufacturer
• Who manufactures the proposed system(s)? Where is it manufactured?

NOTE: WEDCO adheres to all Federal Acquisition Regulations, including section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act (NDAA) (Pub. L. 115-232), which prohibits Video Surveillance Services or equipment from specific manufacturers including Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

4.8 Financial Statements
The Bidder must submit past 2 years’ financial statements.

4.9 Customer References
The Bidder must submit five (5) current customer references, with the same or similar configuration as proposed to WEDCO. Reference information must include company name, location, contact, telephone number, e-mail address, and approximate size/details of system.
5 Solution Requirements

Scope
WEDCO District Health Department & Home Health Agency (WEDCO) requires a Security system to encompasses three office locations, approximately 125 full-time and contracted employees, as well as various community visitors that may be allowed to use the facilities.

Business Needs:
- Protect staff, patients, and community members visiting WEDCO facilities
- Manage and track access to the buildings and property
- Protect assets from theft, vandalism, or spoilage

5.1 Functional Requirements
- Control & monitor access to building and specific spaces (including cabinets, gates, etc.), based on pre-defined schedules and/or ad-hoc events
- Accommodate various access methods (i.e. fobs, badges, IOS or Android app)
- Notify WEDCO personnel immediately if any system component is offline, or specific events occur
- Enable WEDCO personnel to quickly and easily administer or disable user access
- Notify cardholders and/or managers of card or competency pending expiration
- Associate access rights to employee certifications (i.e. RX cabinets)
- Store 30 days’ full-time video recording
- Identify potential security vulnerabilities with remediation recommendations
- Integrate intrusion alarm, access control, video surveillance, and visitor management
- Provide mobile access to a real-time report of all employees and contractors in any of the WEDCO buildings

5.2 Device Types & Qtys per Site

<table>
<thead>
<tr>
<th>Access Control Elements</th>
<th>Harrison</th>
<th>Scott</th>
<th>Nicholas</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access Controlled Doors **</td>
<td>16</td>
<td>12</td>
<td>9</td>
<td>37</td>
</tr>
<tr>
<td>Card Readers (includes Exit Readers on 10 exterior doors)</td>
<td>20</td>
<td>16</td>
<td>11</td>
<td>47</td>
</tr>
<tr>
<td>Camera Types</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2MP, Indoor dome, fixed lens(3mm)</td>
<td>7</td>
<td>11</td>
<td>11</td>
<td>29</td>
</tr>
<tr>
<td>4MP, Indoor fisheye, fixed lens</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>5MP, Outdoor, Auto-IR, varifocal lens</td>
<td>13</td>
<td>2</td>
<td>5</td>
<td>20</td>
</tr>
<tr>
<td>2 MP Outdoor, Auto-IR, varifocal lens</td>
<td>0</td>
<td>3</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>2MP Dual-lens (2x2MP), for Intake/Payment booths</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>20MP 360° Outdoor (5MP x 4 varifocal lens), Auto IR</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>12MP, 4k Outdoor IR Dome, varifocal lens</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>7MP, 180°, Outdoor, varifocal lens</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Intrusion Devices</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glass-Break sensors</td>
<td>35</td>
<td>29</td>
<td>14</td>
<td>78</td>
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<tr>
<td>Door Contact Sensors</td>
<td>4</td>
<td>4</td>
<td>1</td>
<td>9</td>
</tr>
<tr>
<td>Motion Detectors</td>
<td>10</td>
<td>9</td>
<td>8</td>
<td>27</td>
</tr>
<tr>
<td>Panic Buttons</td>
<td>6</td>
<td>4</td>
<td>4</td>
<td>14</td>
</tr>
<tr>
<td>Alarm System Keypads</td>
<td>3</td>
<td>3</td>
<td>2</td>
<td>8</td>
</tr>
</tbody>
</table>
**NOTE:** Bidders should include card reader, door contact, locking device and any required egress devices for all access-controlled doors. Additional card readers will be used for exit scanning at designated exterior doors. Bidders should provide appropriate licensing and control hardware for all readers, regardless of whether entrance or exit.

5.3 Cabling & LAN Equipment

Bidders should provide all hardware, software, POE switches, and cabling necessary for the solution. Bidders should NOT assume reuse of any existing cameras, sensors, card readers, or cabling to those devices. There are data racks at the Harrison and Scott County offices, but it is up to each Bidder to confirm the available space in those racks will accommodate the proposed equipment.

For the Nicholas County office, bidders should include a new wall-mounted lockable cabinet with wire management for the server equipment, as well as labor to move and certify the existing patch panels and CAT cables in that cabinet. No new equipment associated with the proposed solution should be left on the table/bench at that location. WEDCO will be responsible to moving other equipment (phone system, UPS, router/modem, into that cabinet.

5.4 Architecture

Provide a brief description and discussion of the proposed system architecture. NOTE: WEDCO does not currently have a virtual server environment. Bidders should provide all hardware, software, POE switches, and cabling necessary for the solution. Bidders should NOT assume reuse of any existing cameras, sensors, card readers, or cabling to those devices.

5.5 Intrusion Alarm

The proposed system must provide automatic scheduled arming for each building, in case a WEDCO employee fails to set it for any reason.

The intrusion alarm must incorporate detection sensors (motion, glass-break, etc.), outputs (siren/strobe devices), and keypads or alarm management terminals, as listed above, and shown on the site plans.

Employees shall be assigned to groups, with any combination of the following capabilities or privileges:

- arm or dis-arm intruder alarm zones
- view status of alarms and inputs
- acknowledge alarms
- shunt inputs
- force-arm alarm zones
- auto-isolate alarm zones

The alarm system must allow “Evacuation Inputs” (e.g. smoke, fire or gas detection), to change designated doors immediately to free access.
“Door Open Too Long” alarms must display selected and configurable information including, as an example, the photo and contact details for the cardholder who left the door open, last successful access, and real-time or recent video (within past 5 minutes) of nearest camera.

The alarm log should include the following elements, allowing WEDCO personnel to review, sort, or filter based on any element:

- Time
- Priority
- alarm state
- full alarm message
- alarm source & zone
- related access zone
- event type
- event group
- count (occurrences of alarm)
- related cardholder name
- acknowledging operator name

Bidders should include a Central Monitoring Service via IP and cellular connections. Please provide details regarding the location and staffing of the Monitoring service recommended, as well as any recurring fees.

5.3 Access Control

The proposed system must allow WEDCO to define cardholder or access groups for any combination of controlled doors or access points, to the nearest minute.

The system must support independent as well as group schedules for readers, automatically changing the access mode at different times of the day based on control parameters set by WEDCO, with the following potential access states:

- free access (no credential required)
- secure access (credential required)
- secure and PIN access (credential and PIN required)
- override from reader - members of certain access groups shall be able to change the access and PINs mode of the door at certain times
- dual authorization - access is granted when two different but legitimate cards are presented within a given time frame
- escort - a second card is required to be presented from a cardholder who is nominated in a specified access group
- shared code – The WEDCO administrator sets an access code that may be shared by multiple users
The proposed system must allow WEDCO to assign temporary access to an individual cardholder with start and end times.

The proposed system must support Anti-passback configuration for specific doors, as designated by WEDCO. Examples may include:

- Hard anti-passback: disallows second access to an area if a valid exit has not previously been registered, and generate an alarm
- Soft anti-passback: allows second access to an area if a valid exit has not previously been registered, but generate an alarm
- exclude specific access groups from the rules above

Anti-passback rules must support auto-reset following a preset time period after valid entry, at a standard time each day, on exit from site, or manually as an override. Global anti-passback must work across multiple door controllers, even if the server is offline. Anti-passback must apply to each cardholder, regardless of the credential type used (e.g. mobile phone, keyfob, badge).

The system must keep a complete access log of all card transactions, including successful and denied attempts. Every invalid or denied access attempt must immediately notify the WEDCO management as an alarm condition.

The proposed system should allow a “First Card Unlock” mode only when a cardholder with the appropriate permissions enters the building for the first time each day. Other cardholders with access permissions may be able to open the door, but should not change the door or zone to free access if the user has not been assigned “First Card Unlock” privileges.

Does the proposed system allow WEDCO to easily toggle the access mode of a reader between free and secure? If so, please describe the process.

Describe how the proposed system can support various “lock down” scenarios. How can a “lockdown” be initiated or triggered?

5.4 Cardholder Management.

Describe the proposed and optional types of user identification for your proposed solution. What specific RFID technology is used for the proposed access device(s) to communicate with readers? Please include unit pricing and recurring fees (if any).

Proposal should include a badge printer and encoder, plus 250 badges. Please note any cost difference if WEDCO prefers to use key fobs rather than badges.

Does the proposed solution have a mobile app to enable iPhones or Android devices to be used to in lieu of a physical card or fob? If so, how is this priced? Are mobile credentials assigned to a specific device or user? What happens if that user changes to a different device (i.e. gets a new phone)?
5.5 Event & Alarm Notifications

Describe (with examples) the types of event and alarm messages that can be configured for the proposed system.

Will WEDCO personnel be able to receive notifications on mobile devices, via email or SMS?

Can certain notifications be set to require acknowledgment? If so, how?

5.6 Evacuations

In the event of a building evacuation, can the proposed system provide a real-time report of all employees and contractors in any of the WEDCO buildings. How is this information accessed?

5.7 CCTV

The proposed Video Management platform must provide:

- A single graphical interface for managing and viewing any combination of cameras across all sites
- Quick search of video based on timeline, motion events, building map
- Bookmark video with comments for easy viewing later
- Export of video in open-standard video formats
- Export as a self-contained player with tamper protection
- Two-way audio
- People-tracking from one camera to the next, as someone moves through a building.
- Interactive mapping
- Integration to the Access Control system, allowing specific cameras to be associated with nearby readers, such that event triggers will notify WEDCO and automatically show both real-time and recent video for an area
- Mobile viewing of real-time or stored video for WEDCO management with appropriate permissions, from a web page or mobile app
- Notify WEDCO management immediately if any camera is off-line
- A minimum of 30 days storage for full-time recording from all cameras. Bidder’s proposal should state the hard-drive size included for each site, along with assumptions and calculations used to determine storage required.
- Ability to record only when motion is detected (on an individual camera basis), to facilitate longer storage if WEDCO chooses
- Support a wide variety of non-proprietary camera models from different manufacturers (please provide list of options, in addition to reasons for choosing the models recommended in your proposal)

All cameras shall be conform to ONVIF-Profile specifications for IP device compatibility. Bidders must provide the POE switches required for cameras, as well as all mounting hardware needed as part of their proposal.
5.8 Reporting / Audit Trail
Provide sample(s) of the reports or data available in door transaction logs. Is there a search capability, and if so, based on what data elements? Are report formats fixed or customizable?

5.9 Integrations.
The proposed solution must be able to correlate events from WEDCO’s various security devices and information systems (video, access control, sensors, analytics, networks, building systems, etc.) to enable logical responses to real-time situations. Describe how your proposed solution will accomplish this, and provide specific examples. If middleware is required, please include pricing and provide details for all software components, including manufacturer, compatibilities, integrations, hardware and licensing required.

5.10 System Administration
WEDCO IT personnel should be able to perform routine operations without assistance. Bidders shall train WEDCO IT personnel to be self-supporting for basic items such as: assigning or changing access privileges for new employees or temporary visitors.
5.11 Harrison County Site Map

<table>
<thead>
<tr>
<th>Element Name</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Camera</td>
<td>21</td>
</tr>
<tr>
<td>Multi-Lens Camera</td>
<td>3</td>
</tr>
<tr>
<td>Card Reader</td>
<td>16</td>
</tr>
</tbody>
</table>
5.12 Scott County Site Map

<table>
<thead>
<tr>
<th>Element Name</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Camera</td>
<td>18</td>
</tr>
<tr>
<td>Network Switch</td>
<td>2</td>
</tr>
<tr>
<td>Card Reader</td>
<td>12</td>
</tr>
</tbody>
</table>

Total - 1

Total - 1
5.13 Nicholas County Site Map

<table>
<thead>
<tr>
<th>Element Name</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed Camera</td>
<td>16</td>
</tr>
<tr>
<td>Network Switch</td>
<td>1</td>
</tr>
<tr>
<td>Card Reader</td>
<td>9</td>
</tr>
</tbody>
</table>

Total - 1
6 Project Planning & Implementation

6.1 Responsibility
The selected vendor is solely responsible for the complete turn-key engineering of the new access control, intrusion alarm, and surveillance system for three WEDCO sites. The Bidder will identify all personnel assigned to the project, indicating the duties/responsibilities and qualifications of each individual. If subcontractors will perform any part of the project, the Bidder must list each company, address, contact person, and a complete description of the work to be contracted. Include details describing the subcontractor’s organization and abilities. WEDCO reserves the right to require a change of staff assignments if, in the opinion of WEDCO, the resource is not adequately serving the needs of WEDCO.

6.2 Project Plan
Bidders are required to supply a complete description of the key activities required for the installation of the proposed system. Include roles and responsibilities, tentative schedule, Project Acceptance Criteria, and other key deliverables to support the overall plan.

6.3 User/Site/Department Customizations
The selected vendor shall conduct interviews with each department and make recommendations on appropriate features and configuration for effective utilization of the system tools.

6.4 Installation
WEDCO has an existing system that must remain in operation while the new system is installed and configured. Caveats from Frankfort PD.

6.5 Pre-Cutover Testing
Describe how and when your company will test solution components prior to system cut-over.

6.6 Training
Describe the training provided for system administrators and end users. Confirm how the training is to be delivered, materials provided, and costs for any additional training after the initial system installation.

6.7 Day 1 Support
On the first business day following cutover, the selected vendor shall have support personnel on-site at all three WEDCO locations, to answer any user questions and make configuration adjustment if requested.

6.8 Project Closeout
The selected vendor shall document the final state of the Security deployment. Documentation should contain, but not be limited to, the following:

- Network design diagram showing core system components and IP addresses
- Configuration captures.
- List of registered users and devices.
- Troubleshooting resources.
- Test & Acceptance sign-off by Site Representative.

Deliverables will not be considered complete until WEDCO has formally accepted them.
7 System Warranty, Maintenance, and Support

7.1 Warranty
The Security system and all associated equipment in the proposal must be warranted by the Bidder and by the manufacturer to be free of defects in equipment, software, and workmanship for a period of at least one year following system cutover.

7.2 Support Agreement
A complete maintenance and warranty agreement must be included as part of the Bidder’s proposal to support the WEDCO system, Monday-Friday between 8:00 a.m. and 4:30 p.m. at a minimum. All system maintenance during the warranty period and under any maintenance agreements shall be performed by the successful bidding organization and at no additional cost to WEDCO. Please indicate whether 24/7 is included, and if not, provide the additional cost required for 24/7 coverage.

7.3 System back-ups
Explain the back-up procedures for the system configuration, and how the data from a previous configuration can be restored if needed.

7.4 Software & Firmware Updates & Upgrades
Does the Bidder’s proposal include future software upgrades? If so, how are these delivered and at what cost?

7.5 Update procedures
When system software updates are performed, must the system be shut down, or can these types of activities take place in an on-line environment?

7.6 Service Response Time
Include a description of the Bidder’s repair commitment from time of trouble discovery through the time the trouble is cleared.

7.7 Major vs Minor issues
How do you define major and minor system issues?

7.8 Financial Guarantees
What financial guarantees will the Bidder provide if committed response times are not met?

7.9 Location of Resources
Identify the address of the Bidder’s local service center(s) and the number of service personnel trained on the proposed system. If hardware replacement is ever needed, where is the nearest equipment stocking location for the components proposed to WEDCO?