Louisville Jefferson County Metro Government

Louisville Free Public Library

Lawn Maintenance Services
for
Louisville Free Public Library and Louisville Zoo

REQUEST FOR PROPOSAL

RFP #270105

MILESTONE DATES:
Bid Released: November 23, 2026
Last Day for Questions: December 07, 2026 @3:00 p.m. EST.
Responses Due: December 14, 2026 @3:00 p.m. EST.

REQUEST FOR PROPOSAL

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SECTION 1

INSTRUCTIONS TO PROPOSERS

1.1 Introduction

The Louisville/Jefferson County Metro Government ("Metro Government") is now accepting Proposals for **Louisville Free Public Library and Louisville Zoo, LAWN MAINTENANCE SERVICES.**

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

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

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

1.2 Considerations Prior to Submitting a Proposal

1.2.1 Revenue Commission

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

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

1.2.2 Human Relations Commission

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

1.2.2.1 Affirmative Action in Employment

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

1.2.2.1.2 To make this determination, the HRC will make an inquiry of the successful Proposer pursuant to Louisville Metro Ordinances Section 37.27.

1.2.2.1.3 If you are contacted by Purchasing Division staff notifying of award, and you have not already been "HRC Prequalified", you will need to contact the HRC at 502-574-3631 for information and assistance on procedures to follow in becoming approved and qualified.

1.2.2.1.4 Proposer acknowledges that the resulting Agreement from this RFP is subject to Louisville/Jefferson County Metro Government Ordinances §37.25-§37.36 and failure to comply with the terms of those Ordinances will be cause for suspension, termination or cancellation of a contract executed hereunder, or rejection of Proposer's Proposal.

1.2.2.2 Affirmative Action in Subcontracting

1.2.2.2.1 Generally, either a Proposer will use subcontractors or it will do all the work itself.

1.2.2.2.2 If **Not** Using Subcontractors, you must complete and sign Form GFE-1, which is included with this Proposal in the HRC's "Good Faith Efforts Requirements" document, to indicate work will be self-performed.

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

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

1.3 Preferences

1.3.1 Minimum Wage Preference

1.3.1.1 Per Louisville Metro Ordinance Chapter §37.56, preferences shall be given to businesses, which provide their employees a minimum wage equal to or exceeding the minimum wage set forth in §37.55 ("minimum wage business") which is currently $10.10/hour. This minimum wage rate is the rate set by Louisville Metro Council for all full-time Louisville Metro employees.

1.3.1.2 If a business provides its employees at least $10.10/hour, regardless of location or position, the offer price in the Proposal shall be reduced by 5% for the purpose of determining which offer is most advantageous to Metro Government.

1.3.1.3 If this Proposal is for services, and the business intends to use subcontractors to perform all or part of the work required under the contract, the business shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.

1.3.1.4 If a business receives the Minimum Wage Preference and is awarded a contract under this Proposal, then it must post a sign of the $10.10 minimum wage rate in a conspicuous place and manner so as to inform employees and the public of your minimum wage policy.

1.3.1.5 If you certify your business as a minimum wage business, are subsequently awarded a contract, and the Metro Government discovers you do not pay your employees at least $10.10 per hour, your business will be liable to the Metro Government for 30% of the amount of the contract awarded.

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

1.3.2 Local Vendor Preference

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

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

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

1.3.2.1.2 Possess a current Louisville Revenue Commission account number.

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

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

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

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

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

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

1.3.3 Kentucky Statutory Preferences

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

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

2. Qualified bidder status: Kentucky Industries for the Blind, Incorporated, any nonprofit corporation that furthers the purposes of KRS Chapter 163, or a qualified nonprofit agency for individuals with severe disabilities as described in KRS 45A.465(3) shall receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation.
    a. A bidder claiming *qualified bidder status* shall submit along with its response to a solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder. The required affidavit form can be obtained by going to Metro Louisville Metro Government's Purchase webpage: https://louisvilleky.gov/government/management-budget/purchasing.
3. Reciprocal Preference (KRS 45A.490-494)
    a. **KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.**

1. "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
2. "Public agency" has the same meaning as in KRS 61.805.

b. **KRS 45A.492 Legislative declarations.** The General Assembly declares:
1. A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
2. Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

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

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

1.4 Proposal Submittal Requirements

1.4.1 All Proposals must be signed by a duly authorized officer, agent or employee of the Bidder (See the "Request for Proposal Signature Page" document). Bidder promises that the individual signing the Proposal document for the Bidder has the authority to bind the Bidder.

1.4.2 Sealed Proposals will be accepted until **3:00 p.m. on December 30, 2020**. Louisville Metro Government uses a web-based portal for accepting and evaluating proposals digitally (https://louisvilleky.bonfirehub.com/portal). Documents may be uploaded at any time during the open period. We strongly recommend that you allow sufficient time to complete uploading, submit and finalize your submission before the closing deadline.

If you have any technical questions related to your submission, please contact Bonfire at Support@GoBonfire.com.
You can also visit their help forum at https://bonfirehub.zendesk.com/hc.

1.4.3 Proposals cannot be submitted through the portal after **3:00 p.m. on December 30, 2020**.

1.4.4 Any inquiries about this RFP shall be addressed in writing on the Bonfire portal.

1.4.5 Changes, Clarifications, Errors, Addenda:

1.4.5.1 Should a prospective Proposer find a discrepancy in or omissions from the specifications, or be unclear as to what the specifications mean, the Proposer shall notify Metro Purchasing through the Bonfire portal. The Buyer will provide written clarification to all prospective Proposers. Proposer agrees that the Metro Government will not be responsible for any oral instructions.

1.4.5.2 Clarification of Submittal: The Metro Government may obtain clarification or additional information from a Bidder.

1.4.5.3 Changes/Alterations: Proposer may change or withdraw its Proposal at any time prior to Proposal closing date and time.

1.4.5.4 The Proposer must respond as required in this Proposal; failure to make any required response or provide required information may cause rejection of the Proposal as nonresponsive.

1.4.5.5 Once this Proposal has been signed by Proposer and officially submitted to the Purchasing Department of the Metro Government, Proposer will not be allowed to alter or withdraw its Proposal except with the written permission of the Director of Purchasing.

1.4.5.6 Addenda: The Metro Government may issue an addendum, or addenda, changing some aspect of the Proposal. All addenda, if any, shall be considered in making the Proposal, and such addenda shall be made a part of this Proposal. Before submitting a Proposal, it is incumbent upon each Proposer to be informed as to whether any addenda have been issued, and the failure to cover in the Proposal any such addenda may result in disqualification of that Proposal.

1.4.6 The Metro Government shall not permit a Proposer to withdraw its Proposal for sixty (60) days after Proposals are opened, unless the Metro Government makes a specific exception in writing. Further, Proposal prices shall be firm for a minimum of six (6) months after the Proposal closing date.

1.4.7 Metro Government shall not be responsible for any cost incurred by the Proposer in the preparation of its Proposal.

1.4.8 If the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

1.5 Buyer Information

Name: Latrice Smith
Email: Latrice.Smith@louisvilleky.gov
Phone: 502-574-3913

SECTION 2
GENERAL SPECIFICATIONS

LAWN MAINTENANCE

A. Mowing of lawn area during the mowing season shall be performed as many times as necessary to provide a well-groomed appearance. Mowing schedule shall be coordinated through Facility Manager or Supervisor. There shall be a minimum of 32 mowing's per year, per location with mowing's occurring weekly.
B. Lawn, Landscaping & maintenance services include all listed Metro Louisville property, e.g. parking lots, outdoor garden & reading areas, etc.
C. Trimming & removal of grass from around trees, buildings & other obstacles shall be done each mowing.
D. Weekly edging shall be done along all walks, curbs & other appropriate areas.
E. Excess clippings shall be caught & removed from yard & walk areas after each mowing.
F. Removal of trash from entire lawn, including beds, shall be done before & after mowing.
G. Pulling of weeds & removal of trash in planted and mulched beds shall be done during each mowing. Weeds and grass shall also be removed from shrubs, walkways & other paved areas.
H. Weed control application shall be done in a timely manner to maintain acceptable appearance of the properties. Service calls shall be free as needed if weeds emerge in between applications.
   Pre-emergent shall be applied as necessary for control of broadleaf weeds & annual grasses; such as crabgrass.
I. Five (5) Lawn Treatments shall be applied per year. They should be applied in Early Spring, Late Spring, Summer, Early Fall & Late Fall. The Facilities Manager shall adjust these dates. Notification of application shall be given to Facilities Managers or Supervisor prior to application being made.
J. Spring Cleanup includes removal of all leaves, sticks, & trash. As well as edging all sidewalks, curbs, & plant beds.
K. Fall Leaf removal from lawn, shrubs, curbs, paved areas, etc. two (2) times per year. Notification of removal shall be given to Facilities Managers or Supervisor prior to & after completed. A work ticket is required & shall be signed off after each service is performed.
L. Contractor shall ensure equipment safety & proper operating procedures are followed at all times.
M. The Facility Managers or Supervisor may adjust weekly schedule as needed depending on weather, e.g. extreme wet or dry or events held at any location.
N. All damages caused by the contractor or his representatives or his suppliers shall be the responsibility of the contractor. The contractor shall restore, in a timely manner, the property of the owner to its previous condition or to an agreed upon equal.

END OF SECTION

SECTION 3

REQUIRED SUBMITTALS

Locations	Mowing Cost-Per Mow	Spring Cleanup Cost	Fall Leaf Removal Cost Per Removal
Main Library – 301 York St.	$_____	$_____	$_____
Bon Air - 2816 Del Rio Place	$_____	$_____	$_____
Crescent Hill - 2762 Frankfort	$_____	$_____	$_____
Fairdale – 10320 W. Manslick	$_____	$_____	$_____
Fern Creek – 9127 Fern Creek Rd	$_____	$_____	$_____
Iroquois – 601 W. Woodlawn	$_____	$_____	$_____
Newburg – 4800 Exeter Ave.	$_____	$_____	$_____
Middletown – 12556 Shelbyville Rd	$_____	$_____	$_____
Northeast – 15 Bellevoir Circle	$_____	$_____	$_____
South Central – 7300 Jefferson Blvd.	$_____	$_____	$_____
Parkland – 2743 Virginia Ave.	$_____	$_____	$_____
Portland – 3305 Northwestern	$_____	$_____	$_____
Shawnee – 3912 W. Broadway	$_____	$_____	$_____
Southwest – 9725 Dixie Hwy.	$_____	$_____	$_____
Western – 604 S. 10th St.	$_____	$_____	$_____
Zoo – 1100 Trevilian Way Area Defined in “Exhibit A”	$_____	$_____	$_____
Jim King Walking Trail Section (Runs from Zoo Bus lot (gate 4) along Beargrass Creek to Schuff Lane Bridge at corner of Zoo property before entering Kensington Neighborhood)	$_____	$_____	$_____
Zoo – Outside Perimeter Fence* $_____ (Area Defined in “Exhibit B” *As authorized by Zoo Facilities Manager)		-	-

BED MULCHING (Additional Service per Location)

A. Mulching shall be an additional service requested by Facilities Manager or Supervisor as needed per location
B. A minimum of 2 inches & a maximum of 3 inches of black hardwood mulch shall be distributed evenly per application. Natural hardwood mulch would also be acceptable.
C. Area designated for mulching shall be free of all trash, weeds, etc. before area is mulched.
D. Mulching shall be around all shrub & flower beds, ornamental arrangements & trees.
E. Applications of Herbicide shall be done to prevent germination of weeds in beds. Correct application shall be made prior to mulch being applied to prevent growth of seed bearing grasses such as crab grass.
F. Zoo Trevilian Way islands mulching shall take place prior to first Friday in June for the annual fundraiser.

	Cost per Application	
Locations	Mulch Application	Herbicide Application
Zoo – 1100 Trevilian Way	$_____	$_____
Main Library	$_____	$_____
Bon Air	$_____	$_____
Crescent Hill	$_____	$_____
Fairdale	$_____	$_____
Fern Creek	$_____	$_____
Iroquois	$_____	$_____
Middletown	$_____	$_____
Newburg	$_____	$_____
Northeast	$_____	$_____
Parkland	$_____	$_____
Portland	$_____	$_____
Shawnee	$_____	$_____
South Central	$_____	$_____
Southwest	$_____	$_____
Western	$_____	$_____
Trevilian Way Tree Rings (Center of the road and zoo side sidewalk zone)	$_____	$_____
Trevilian Way Billboard Area (Tree rings towards Illinois Ave.)	$_____	$_____
Parking Lot Planters and Tree rings (Throughout edged/preemergent/mulched)	$_____	$_____
Butterfly Garden Zone (Mulch bed and Tree Rings)	$_____	$_____

TREE & SHRUB CARE (Additional Service per Location)

A. Fertilization application shall be provided when requested by the Facilities Manager or Supervisor as needed per location. It should insure the healthiest plants possible
B. Insect & Disease preventative sprays shall be provided when requested by the Facilities Manager or Supervisor as needed per location.
C. Pruning, trimming & shaping shall be done with the expected growth pattern in mind. Plants shall be shaped for the future, with the understanding that the plant will grow to its desired capacity.

Labor Rate per hour/per worker: $_____/hr.

PLANT INSTALLATION (Additional Service per Location)

Trees, shrubs, and flowers may be requested to beautify the Branch Locations. Orders shall come through the Facilities Manager or Supervisor. All invoices submitted by the Contractor shall have a copy of the supplier's invoices attached.

Labor Rate per hour/per worker: $_____/hr.

Percentage of markup on trees, shrubs, and flowers: _____%

ZOO PARKING LOT SPRAYING

Spraying herbicide and liquid preemergent on cracks, curbs, and landscape islands in the main parking and bus lot.

Labor Rate per hour/per worker: $_____/hr.

SNOW REMOVAL – LIBRARY

A. Removal of snow after 2" inches at all locations. This service shall include all Library owned parking lots, ramps, walkways, courtyards, etc.
B. Facility Managers or Supervisor are to be notified before snow removal is scheduled.
C. Snow removal shall start at the MAIN Library before opening; Branches to follow.
D. During a major storm, contractor shall adjust the snow removal to Library opening schedule.
E. Snow removal cost also includes salting/Ice melt and municipal sidewalk adjacent to the property.
F. At Main Library, Southwest & South Central, use only Magnesium Chloride on the North Ramp; at Southwest on all sidewalks; at South Central on all sidewalks & walkways.
G. Ice melt to be used on the walkways and sidewalks.
H. Salt can be used on the parking lots only
I. Walkways and sidewalks are to be cleared to a minimum 36 inch width

Location	Snow Removal Cost per Location	Salt/Ice Melt Only Cost per Location
Main Library	$_____	$_____
Bon Air	$_____	$_____
Crescent Hill	$_____Sidewalks only	$_____
Fairdale	$_____	$_____
Fern Creek	$_____	$_____
Iroquois	$_____	$_____
Middletown	$_____	$_____
Newburg	$_____	$_____
Northeast	$_____	$_____
Parkland	$_____	$_____
Portland	$_____	$_____
Shawnee	$_____	$_____
South Central	$_____	$_____
Southwest	$_____	$_____
Western	$_____	$_____

SNOW REMOVAL – ZOO

A. Snow removal at the Zoo to include sidewalks around the outer property frontage lining Illinois Ave & across Trevilian Way to Ridgefield.
*Work to be authorized by Zoo Facility Manager.

Zoo – 1100 Trevilian Way Snow removal cost $_____ Salt/Ice Melt only cost $_____

TURF ESTABLISHMENT & GOOSE DETERRENT

A. Louisville Zoo request services in turf establishment to include aeration, power seeding, grading, fertilization, weed control & use of goose deterrent sprays etc. Events held at facility or weather may dictate when these processes are completed & will be scheduled with Facility Manager.

B. Aeration & seeding shall take place in Spring & Fall at the Zoo Oasis Tent field. Other areas may also be added per Facility Manager. Seed mixture will consist of premium Kentucky Tall Fescue blend with addition of Perennial Ryegrass seed. Additional area needs pricing should be based on a 1500sf min.

Location	Spring Aeration/Seeding	Fall Aeration/Seeding
Zoo – Oasis Tent Field	$_____	$_____
Power seeding – any additional area needed		$_____cost per sq. ft.
Hydro seeding – any additional area needed		$_____cost per sq. ft.

C. A minimum of 6 goose deterrent spray applications for the Oasis field. Additional applications & areas may be requested by the Facility. Spray material must be approved by Zoo Veterinarian prior to use on the grounds. $_____Cost per application

D. A minimum of 6 goose deterrent spray applications for the Northeast Library (Area identified in Exhibit C). Additional applications & areas may be requested by the Facility. Spray material must be approved by Library Facilities Manager or Supervisor prior to use on the grounds.
$_____Cost per application

E. Fertilization program shall have timely applications for the Oasis field to promote turf vigor & establishment. A weed control program shall also have timely applications to eliminate competing & germinating weeds. Other areas can be requested by Facility Manager.
Program shall consist of:
   1. Early Spring Application
   2. Late Spring Application
   3. Early Summer Application
   4. Late Summer Application
   5. Early Fall Application
   6. Fall Application
   7. Late Fall App

ADDITIONAL INFORMATION

A. Landscaping & maintenance services include all listed Metro Louisville property, e.g. parking lots, outdoor garden & reading areas, etc.
B. All equipment shall be provided by the contractor & must be in good working order.
C. Contractor shall note that the lawn area can be used for outdoor events & spraying of pesticides & herbicides must be coordinated with Facility Manager or Supervisor.
D. Employees or subcontractors shall be in uniform or carry ID badge at all times.
E. Monthly invoices shall provide a breakdown of service(s) provided by location, including the quantity of each service, dates of which the services were provided, and the unit cost associated with each service.
F. All services shall have assigned purchase order numbers from Metro Louisville, referenced on the invoice.
G. Bidders shall inspect Metro Louisville locations listed to satisfy themselves as to all general & local conditions that may affect the cost of services to the extent that such information is reasonably attainable. In no event will failure to inspect the sites constitute grounds for a claim after the award of the contract.
H. Metro Louisville reserves the right to add or delete locations to the contract as needed

I. Although these services are currently contracted there are times when the vendor is not getting the walkways cleared before the branch opens during inclement weather, our staff will clear them and let the vendor know that their services are not needed at that location. Ideally, the vendor will be responsible for clearing all locations before opening but we have found in the past it's not always possible.

SECTION 4
EVALUATION CRITERIA

The bids received pursuant to this Competitive Sealed Bid will be evaluated on the following criteria:

PROPOSAL REVIEW & SELECTION PROCESS

Upon receipt of bids, Metro Government, LFPL & Zoo shall evaluate all responses based on the criteria indicated below. The information provided with each responsive bid will be evaluated & assigned a score. The Bidders shall be ranked according to their average scores. The Bidder that receives the highest evaluated average score will be awarded the "Primary" contract. The next highest evaluated average score will be awarded the 'Secondary" & the third highest evaluated average score will be awarded "Tertiary".

Monthly Lawn Maintenance **40% (40 points)**

The bidder with the lowest lawn maintenance cost will receive 40 points for the total average cost criteria & that rate will become the base rate for comparison of the other contractor's cost.

Bed Mulching **10% (10 points)**

The bidder with the lowest average for bed mulching shall be awarded 10 points & that will become the base labor rate for comparison of the other contractors.

Tree, shrub & plant care labor rate **10% (10 points)**

The bidder with the lowest average labor rate shall be awarded 10 points & that will become the base labor rate for comparison of the other contractors.

Turf aeration & seeding **10% (10 points)**

The bidder with the lowest average cost of aeration, seeding & power seeding shall be awarded 10 points for total average cost & that will become the base cost for comparison of other contractors.

Snow removal & ice melt only **10% (10 points)**

The bidder with the lowest with the lowest average for snow removal & ice melt only shall be awarded 10 points for total average cost& that will become the base cost for comparison of other contractors.

Qualifications **20% (20 points)**

1. Company information
   a. Provide copy of State Contracting License
   b. Provide copy of State Business License
   c. Proof of Certification & License from the Department of Agriculture, to apply pesticides & herbicides commercially
   d. Years in continuous operation under current owner
   e. Number of employees (full & part time)
2. Experience
   a. List clients for whom performed similar contracts
   b. Past performance with Metro Louisville may be considered (if applicable)
3. Personnel
   a. Provide resumes for management & supervisory positions. Include copies of training certificates, licenses, etc.
   b. Provide list of personnel w/cell numbers that can be contacted for work

References

1. Provide at least 3 references. Include contact name, phone number & email address.
2. Note - additional references may be contacted by LFPL or Zoo if deemed necessary.

3. Past performance with Metro Louisville shall be considered (if applicable)

Proposals shall be reviewed by a committee consisting of representatives from: **Louisville Free Public Library & Louisville Zoo.**

END OF SECTION

SECTION 5

GENERAL PROVISIONS

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

6.2 Payment Terms: Net 30 days.

6.3 Pricing

6.3.1 Proposal prices shall be firm for at least six (6) months after the Proposal closing date.

6.3.2 Project-Specific Contracts: Pricing for specific Metro Government projects shall not change for the duration of the contract.

6.3.3 Non-Project Specific Contracts, Including Price Contracts:

6.3.3.1 For non-project-specific contracts, including Price Contracts, Proposer agrees that prices shall not change for the first year of that contract.

6.3.3.2 If a contract is renewed, all price increase requests after the first year must be submitted in writing to the Purchasing Division, 611 West Jefferson Street, Mezzanine Level, Louisville, KY 40202. Upon notification by the vendor of documented market increases, Proposer agrees that the Metro Government may either accept the price change or terminate the contract. Increases shall not be effective until the Metro Government's approval of them is received by the Proposer in writing.

6.3.4 Prices quoted shall be exclusive of the State and Federal Excise Tax, since the Metro Government is exempt from them.

6.3.5 Time discounts or cash discounts shall not be considered in Proposal evaluation.

6.3.6 Prices for any Proposal item shall not be contingent upon the purchase of any other Proposal item.

6.3.7 If `approximate yearly usage' is supplied, it is only to aid vendors in preparation of Proposals and under no circumstances binds the Metro Government to purchase those amounts.

6.3.8 Proposer should show unit prices and extended prices (unit prices multiplied by the number of units proposed to be purchased).

6.4 Special Conditions for Price Contracts:

6.4.1 A "Price Contract" is an agreement for the purchase of goods and possibly services which the Metro Government may utilize to fill its needs throughout the term of the contract. It is not a contract for a specific project, though purchases may be made for particular projects as the need arises. A Price Contract does not obligate the Metro Government to purchase any amount of the Proposal goods or services.

6.4.2 The Metro Government may renew contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions as the original contract, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew will be sent prior to the expiration date.

6.4.3 Any government entity in Kentucky shall have the option of making purchases under a Price Contract executed under this Proposal.

6.4.4 If a price contract is awarded hereunder, the Proposer agrees the Metro Government may nonetheless issue a separate Proposal for the products or services which are the subject of this Proposal.

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

6.5.1 Proposer must submit all factory literature and supporting documentation with each submitted copy of its RFP.

6.5.2 Proposer shall provide prices for goods as FOB Delivered. Metro shall not pay for shipping, handling or any other associated charges for shipping.

6.5.3 All goods purchased are subject to inspection at the point of delivery by the Metro Government.

6.5.4 Proposer agrees to pay all costs for the return of rejected goods.

6.6 Worker Safety

The Proposer agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et.seq.*, as amended, and KRS Chapter 338. The Proposer will provide training documentation for all standards applicable to the job. Necessary trainings would include, but are not limited to, remediation, abatement, powered industrial truck equipment brought on site by bidder, SDS for all chemicals brought to site by bidder, confined space, fall protection, or any other trainings required by an afore mentioned standard under the scope of work being proposed. The Proposer agrees to provide, for all their employees working on properties where Metro employees reside, documentation of current (annual) asbestos awareness training, per OSHA's 1926.1101(k)(9)(vi) regulation. The Proposer also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions on Metro Government property. Proposer agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

6.7 Records Retention

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

6.8 Multiple Awards

As allowed by the Metro Government Finance Manual (Purchasing Policies, Section III, A, 3), multiple contracts may be issued and those contracts, if any, shall be ranked as primary, secondary, etc. A

secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

6.9 Protest Policy

Bidders/Proposers who wish to protest must do so in writing. The subject of the protest shall be limited to fraud, corruption, or illegal acts undermining the objectivity and integrity of the procurement process.

The protest must be received in accordance with the timing and documentation requirements for the type of protest. A protest regarding solicitation must be received no later than five (5) days before the due date for submittals. Any protest regarding the intent to award of the contract must be received no later than three (3) days after posted intent to award.

The protest must include: name, address, telephone, and e-mail address of the protesting party and the person representing them; a complete statement of the legal grounds for the protest specifically identifying law, rule, regulation or procedure alleged to have been violated; relevant support documentation; a statement regarding the course of action the protesting party desires.

Written protests should be submitted either by mail or hand delivered between 8:00 a.m. and 5:00 p.m. to the Office of Management & Budget; Department of Purchasing; 611 W. Jefferson Street; Louisville, KY 40202; OR, by email to: Purchasing@louisvilleky.gov

If the protest does not meet the time or content requirements it will not be considered. For more information on this policy visit: www.louisvilleky.gov/purchasing.

6.10 Open Records

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

6.11 Bribery Clause

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

6.12 Entire Agreement

A contract executed under this Proposal shall include this RFP and the Proposer's response thereto ("Response") and that contract shall constitute the entire agreement and understanding of the parties

with respect to the subject matter set forth herein and that contract supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties which will not be embodied in that contract. The contract cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

6.13 Termination for Cause

6.13.1 Metro Government may terminate a contract because a contractor fails to perform its contractual duties.

6.13.2 If a contractor is determined to be in default, Metro Government shall notify the contractor in writing and may either 1) terminate the contract immediately or 2) set a date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

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

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

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

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

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

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

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

6.14 At Will Termination

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

6.15 Force Majeure

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

6.16 Assignment of Contract

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

6.17 No Waiver

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

6.18 Authority to do Business

The Proposer must be a duly organized and authorized to do business under the laws of Kentucky. Proposer must be in good standing with all government agencies and have full legal capacity to provide the services specified under this Contract. The Proposer must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Proposer to enter into this Contract. The Proposer will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Proposer is authorized to do business in the State of Kentucky, if requested.

6.19 Governing Law

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

6.20 Ability to Meet Obligations

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

6.21 Per KRS 45A.455 Conflict of Interest

1. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or Proposal therefore, in which to his knowledge:
   a. He, or any member of his immediate family has a financial interest therein; or
   b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
   c. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any

part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or Proposal therefore.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

6.22 Violations of and Compliance with Kentucky Law

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

6.23 Suspension and Debarment

Suspension or debarment of a vendor may occur as a result of a pattern of noncompliance or a single instance of flagrant noncompliance with the terms and conditions of LMG's policies, procedures, program guidelines or agreement(s). If suspended or debarred, the vendor shall be removed from any contracting opportunities and payments.

Information on types of violations that warrant suspension or debarment and an appeal process for the vendor is available at www.louisvilleky.gov/purchasing.

6.24 Discrimination

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

6.25 Apprenticeship Program

The Apprenticeship Program is applicable only for construction contracts estimated to cost over $250,000.00):

6.25.1 The Metro Government provides a Proposal preference for Proposers who have qualified apprenticeship programs.

6.25.2 To qualify for this preference, Proposer must meet the following criteria:

At least 15% of the total labor hours performed under the contract must be performed by apprentices in a qualified apprenticeship program. Qualified Apprenticeship Program" means a written plan containing all terms and conditions for the qualification, recruitment, selection, employment, and training of apprentices in construction or construction related services which has been registered and approved by Federal Office of Apprenticeship Training, Employer and Labor Services or by the Supervisor of Apprenticeship and Training, Kentucky Labor Cabinet.

6.25.3 The Proposer must submit with its Proposal:

6.25.3.1 A certified copy of the registered apprenticeship program as sworn to by a notary public; and

6.25.3.2 The number of apprentices enrolled in the program at the time the Proposal is submitted.

6.25.3.3 If Proposer wishes to receive the apprenticeship preference, it must certify that it meets the required criteria by completing the affirmation on the Proposer Information on Proposal Signature Page.

6.25.4 If the Metro Government determines that Proposer meets the criteria for having a qualified apprenticeship program, Proposer's Proposal price shall be reduced by 3% or 3 points shall be added to Proposer's Proposal, depending on the evaluation process the Metro Government uses.

6.25.5 If awarded a contract under this Proposal, Proposer shall maintain payroll records pertaining to the work performed under that contract. The Metro Government may inspect those records if it deems doing so necessary. The Proposer shall maintain the records for at least six months after completion of the contract work.

6.25.6 If the Proposer provides false information and, because of that information, the Metro Government determines Proposer has a qualified apprenticeship program and awards a preference for that, then the qualified Proposer shall be subject to a fine equal to 25% of the total cost Proposal for the work hereunder.

6.25.7 This preference, if granted, will be added to the Local vendor Preference, if applicable.

6.26 Bonds

For construction projects awarded with a value of more than $100,000, Proposer must furnish the following bonds when it submits its Proposal:

6.26.1 Proposal (Bid) Bond:

6.26.1.1 Proposer is required to furnish a Proposal (Bid) Bond in an amount of not less than five percent (5%) of its base Proposal. This may be in the form of a Proposal (Bid) Bond, Certified Check or Cashier's Check. No personal checks will be accepted. The Proposal (Bid) Bond shall be supplied at the time of the Proposal closing.

6.26.1.2 Proposer's security shall be a bond provided by a surety company authorized to do business in Kentucky.

6.26.2 Performance Bond:

The successful Proposer must submit a performance bond satisfactory to the Metro Government executed by a surety company authorized to do business in Kentucky, or otherwise supplied, satisfactory to the Metro Government, in an amount equal to one hundred percent (100%) of the contract price as it may be increased.

6.26.3 Payment Bond:

The successful Proposer must submit a payment bond satisfactory to the Metro Government, executed by a surety company authorized to do business in Kentucky, or otherwise supplied, satisfactory to the Metro Government, for the protection of all persons supplying labor and material to the Proposer or its subcontractors for the

performance of the work provided for in this Proposal. The bond shall be in an amount equal to one hundred percent (100%) of the original contract price.

6.27 Special Conditions for Construction Contracts

All Bidders are required to visit job site to completely familiarize themselves with all existing conditions, measurements, etc., and be responsible for same.

6.28 Invoicing Requirements

6.28.1 Proper Invoice

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

6.28.1.1 Purchase Order or Release Number under which the purchase was made;
6.28.1.2 Name of Louisville Metro Government Agency and Requestor initiating purchase;
6.28.1.3 Invoice date;
6.28.1.4 Vendor Name, Address, and Contact Information, including remittance if different;
6.28.1.5 Unique invoice number;
6.28.1.6 Account number or other identifying number agreed to by contract (if applicable);
6.28.1.7 Description of goods, services or property provided to the Louisville Metro Government;
6.28.1.8 Date good, services, or property were provided to the Louisville Metro Government;
6.28.1.9 The quantity, unit and total price of the goods, services, or property provided to Louisville Metro Government matching the contractual amounts including discount percentages, if applicable.
6.28.1.10 No shipping costs or fuel surcharges unless specified in the solicitation; Louisville Metro Government is not subject to sales tax.
6.28.1.11 Applicable discount payment terms.

6.28.2 Invoice Submittal

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

If unable to send invoices electronically, mail to:
Accounts Payable
611 West Jefferson Street.
Louisville, KY 40202

All Statements of Account must be submitted by mail.

6.28.3 Payment Remittance

Payments will be made by check unless other methods are requested. Other payment options include e-payable and P-card. Contact Accounts Payable at 502-574-3402 or accountspayable@louisvilleky.gov for more information.

END OF SECTION

SECTION 6

HOLD HARMLESS AGREEMENT AND INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS

5.1 Hold Harmless and Indemnification Clause

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

5.2 Insurance Requirements

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

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

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

   a. "The Louisville/Jefferson County Metro Government, along with its elected and appointed officials, employees, agents, successors, agencies, departments, affiliates, and assigns are included as and deemed an "Additional Insured" with respect to the operations of the Named Insured performed under this contract."

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

a. **COMMERCIAL GENERAL LIABILITY**: via the Occurrence Form, primary and non-contributory, with a $1,000,000 Combined Single Limit for any one Occurrence and $2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage and Products/Completed Operations, including:
   i. Premises - Operations Coverage
   ii. Products and Completed Operations
   iii. Contractual Liability
   iv. Broad Form Property Damage
   v. Independent Contractors Protective Liability
   vi. Personal Injury

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

c. **AUTOMOBILE LIABILITY**: insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is $1,000,000 Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.

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

5. **MISCELLANEOUS**

a. The Contractor shall procure and maintain insurance policies and shall furnish Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro Government at least fifteen (15) days prior to the expiration of any policy(s).
b. Upon execution of the contract/renewals, Certificates of Insurance as required above shall be furnished to ombcontractadmin@louisvilleky.gov.

c. CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro Government's Risk Management Division of any policy cancellation within two business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro Government's Risk Management Division within two business days. If Contractor fails to notify Metro Government as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro Government reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro Government's Risk Management Division.

d. Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro Government

does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All insurance requirements including performance and payment bonds shall be furnished the day a contract issued pursuant to this Proposal is awarded.

SECTION 7

HUMAN RELATIONS COMMISSION
GOOD FAITH EFFORT ("GFE") REQUIREMENTS

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

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

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

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

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

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

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

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

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

FORM GFE-1 DUE WITH BID PACKET FROM ALL BIDDERS

(Failure to timely submit Form GFE-1 will result in bid rejection)

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

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

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

MFHBE SUBCONTRACTOR GFE LOG (FORM GFE-2)

FORM GFE-2 WITH ATTACHED WRITTEN COMMUNICATIONS DUE WITH BID PACKET FROM ALL BIDDERS

(Failure to timely submit Form GFE-2 will result in bid rejection and failure to timely submit the attached Written Communications may result in bid rejection, at the Metro Government's discretion)

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

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

SUBCONTRACTOR PAYMENT CERTFICATION (Previously FORM GFE-3)

AUDITS DUE EACH MONTH OF THE CONTRACT PERIOD

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by completing monthly audits on https://louisvilleky.diversitycompliance.com.

All forms are available on the Louisville Metro Human Relations Commission website:
https://louisvilleky.gov/government/human-relations-commission

END OF SECTION