

Louisville Jefferson County  
Metro Government

**Louisville Metro Police Department**



**Gunshot Detection System**

**REQUEST FOR PROPOSAL**

**RFP #RFP170003**

# **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 Gunshot Detection System.

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)).

- a. 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, 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 Louisville Metro Government uses a Bonfire portal for accepting and evaluating proposals digitally (<https://louisvilleky.bonfirehub.com/portal>). This is our preferred method for receiving bids. Sealed Proposals must be uploaded, submitted, and finalized prior to the closing at **2:00 p.m. on December 6, 2016**. We strongly recommend that you give yourself sufficient time and at least ONE (1) hour before Closing Time to begin the uploading process and to finalize your submission. If you have any technical questions related to your

submission, please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com). You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>.

- 1.4.3 If you are unable to submit your proposal electronically, responses will be received at the office of Louisville Metro Office of Management and Budget, Division of Purchasing until **2:00 p.m. December 6, 2016**, 611 West Jefferson Street, Mezzanine Level, Louisville, Kentucky, 40202. You must submit a paper copy of the submission and a disk with the electronic files.
  - 1.4.3.1 The Metro Government shall not consider for award Proposals received after **the 2:00 p.m. deadline on December 6, 2016**.
- 1.4.4 Any inquiries about this RFP shall be addressed in writing on the Bonfire portal.
- 1.4.5 Changes, Clarifications, Errors, Addenda:
- 1.4.6 If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the Proposal, Proposer shall immediately notify Metro Government of the error in writing and request modification or clarification of the document. 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 the Metro Purchasing Director in writing. The Director will send written clarifications to all prospective Proposers. Proposer agrees that the Metro Government will not be responsible for any oral instructions.
  - 1.4.6.1 Clarification of Submittal: The Metro Government may obtain clarification or additional information from a Bidder.
  - 1.4.6.2 Changes/Alterations: Proposer may change or withdraw its Proposal at any time prior to Proposal opening. Only written requests for changes of a previously submitted Proposal, received by Metro Government prior to the scheduled deadline for receipt of Proposals, will be accepted. The Proposer must put the written request in a sealed envelope which is plainly marked "modification of Proposal". The Proposal, when opened, will then be corrected in accordance with the written request.
- 1.4.7 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. Proposer must submit its Proposal in the same order of pages in which the Metro Government published the Proposal. Any notes and comments may be made on an attachment. All notes and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the Proposal. Any corrections to entries made on Proposal forms should be initialed by the person signing the Proposal. All Proposals shall be submitted in a sealed envelope with the Proposal number and opening date stated on the outside of the envelope.
- 1.4.8 Once this Proposal has been signed by Proposer and officially received by 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.
- 1.4.9 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.
- 1.4.10 Additional Information: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the Proposer's Proposal. Additional documentation shall not serve as a substitute for other documentation which is required to be submitted. Proposer shall provide samples if the Proposal so requires.
- 1.4.11 Plans and specifications, if applicable, may be ordered from:

Lynn Imaging  
11460 Bluegrass Parkway  
Louisville, KY 40299  
(502) 499-8400

There will be a charge for the plans and specifications. When ordering the plans check with Lynn Imaging for the exact cost. Out-of-town vendors shall make arrangements with Lynn Imaging to have the plans and specifications shipped for an additional charge. Plans and specifications may not be obtained from the Louisville Metro Purchasing Office.

- 1.4.12 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 opening date.
- 1.4.13 Metro Government shall not be responsible for any cost incurred by the Proposer in the preparation of its Proposal.
- 1.4.14 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.



## SECTION 2

### SPECIFICATIONS

#### **Overview**

Louisville/Jefferson County Metro Government (Metro) is the 17<sup>th</sup> largest city in the United States and the largest city in the Commonwealth of Kentucky. Metro Government has an annual operating budget of approximately \$700 million and approximately 6500 employees. The organization is comprised of more than 52 agencies and provides a range of services to its citizens from public safety to parks and recreation. Louisville/Jefferson County Metro covers 386 square miles of suburban and urban areas and has a population of approximately 740,000 residents.

#### **History**

Metro is committed to making Louisville the safest city in America. The Louisville Metro Police Department (LMPD) has determined that detecting and intervening in illegal firearm use is a top priority. Metro, via the LMPD, is seeking a system that will enhance its ability to interdict illegal firearm activities and enhance public safety.

Through this Request for Proposal, Metro, is seeking to establish a viable and accountable contractual agreement for procuring a cloud based (hosted) Gun Shot Detection solution.

#### ***Scope of the Work***

The vendor shall be responsible for:

- Project oversight
- Technical support
- Hardware acquisition and installation
- Software acquisition, installation and integration
- Solution's data communications
- Training
- Access to data for a period of at least one (1) year with the potential to renew for up to three (3) years.
- Vendor will describe how their proposed solution will meet goals and objectives of the Mayor's Strategic Plan.

#### ***General Requirements***

Vendors must respond to all general requirement items acknowledging their understanding and ability to conform to the requirements of this RFP. Failure to respond to all requirements is cause for elimination of the proposal from evaluation.

Vendors must discuss their ability to provide the services that Metro needs as outlined in this RFP. These services shall also include post implementation fixes.

Metro reserves the right to request a demonstration on proposed solutions for the review committee. To support the evaluation process, please prepare bidder response with the same numbering scheme as outlined in this RFP.

### **Appendix I- Solution Requirement Checklist**

Vendor must be able to meet the requirements listed in the Vendor Questionnaire Appendix I – Solution Requirement Checklist.

### **Appendix II -Technology Risk Assessment Questionnaire**

Louisville Metro Department of Information Technology requires that all job solicitations for technology solutions respond to a Technology Risk Assessment survey. Vendor must complete the required Questionnaire Appendix II -Risk Assessment Questionnaire.

### **Appendix III – Vendor Gunshot Detection System Requirements Questionnaire**

This is a detailed listing of questions directly tied to the evaluation criteria that provides an opportunity for vendors to communicate to what extent their solution meets the needs of Louisville Metro. If the format does not allow for a complete response, additional pages may be added as “Narrative Pages for Appendix III.”.

### **Appendix IV- Pricing Requirements**

For evaluation purposes and contractual terms, Vendors must include pricing information on the requested items, in **Appendix IV- Price Sheet**. The unit price plus all other costs listed will be used for price comparisons. The delivery and shipping costs referred to are those for normal shipping, not rushed orders.

Vendors shall break out pricing into the following component parts:

- Hardware, Software and Peripherals
- Handling
- Warranty as requested in Section V, D.
- Terms for early payment discounts

In addition:

- No service fees or additional costs will be invoiced to the Contract Users by the Vendor during the term of this agreement (except as described in this RFP or mutually agreed upon in writing)
- There will be no “special service” charges or surcharges
- There will be no rework fees for non-performance or other errors on the part of the Vendor
- The pricing in this RFP shall be all inclusive (maintenance, travel, parts, etc...)

### **Appendix V- Other Products and Services**

Vendor is encouraged to list pricing for any other products and services they carry in **Appendix V- Other Products and Services**. Items listed in **Appendix V will not** be considered during the evaluation, but is for Metro’s information should other items need to be purchased.

## SECTION 3

### EVALUATION CRITERIA

#### 3.1 Evaluation Process

After receipt of proposals the Metro Government shall evaluate all responses based on the criteria below. During that evaluation, the Metro Government shall rank all responses, again based on the criteria described below. Once the RFP Responses are ranked, the Metro Government shall determine in writing which responses are reasonably susceptible of being awarded the work. The Metro Government shall thereafter conduct negotiations with each of those “reasonably susceptible” Proposers, unless the Metro Government concludes that an award may be made without negotiations, as allowed by KRS 45A.370 (3).

#### Evaluation Process

Louisville Metro Police Department will conduct a multi-stage process for selecting proposals that are determined to be reasonably susceptible to award.

#### Pre-Stage

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. The Louisville Human Relations Commission (HRC) is responsible for compliance of these requirements. Failure to submit the HRC “Good Faith Effort” requirements identified in Section 1.2.2. of the *Louisville Jefferson County Metro Government Request For Proposal template* will cause the proposal to be deemed non-responsive.

#### Stage 1

Appendix I is a requirements checklist of the proposed solution. Please complete the checklist and return it as part of your proposal. Detailed information is requested throughout this RFP, and any proposal that fails to address all the required functionality, provide the required information, or meet all the requirements of Appendix I shall be deemed as non-responsive and will not be considered.

#### Stage 2

For proposal that have passed Stage 1, the RFP evaluation committee shall score all proposals based upon the evaluation criteria detailed herein as well as any preferences authorized in Louisville Metro County Ordinance identified in Section 1.3 of the *Louisville Jefferson County Metro Government Request For Proposal template*. Upon completion of the scoring, the committee shall recommend short-listing the proposals that are reasonably susceptible of being awarded.

#### Stage 3

Vendors whose proposal have been identified as reasonably susceptible to award may be invited to discuss their proposed solution with the RFP evaluation committee. This stage may include a site visit by the RFP evaluation committee to a locale where the proposed solution is currently in use. Alternatively, the demonstration may be conducted onsite in Louisville, KY. The date, time and location of the demonstrations will be negotiated with all stage 3 - selected vendors. Demonstration content will include but not be limited to the evaluation criteria in section 10.2.

The committee may carry out contract negotiations for the purpose of obtaining best and final offers, terms, and conduct detailed reference checks on the short listed vendors. LMPD reserves the right to contact respondents with requests for clarification.

**Award**

There exists the possibility that an award may be made on the basis of initial offers if it can be clearly demonstrated and documented from the existence of adequate competition, or accurate prior cost experience with this technology that acceptance of an initial offer without discussion (stage 3) would result in fair and reasonable prices (KRS 45A.370(3)(c)).

Award will be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to Louisville Metro Government based upon the evaluation factors set forth in this RFP.

**3.2 Evaluation Criteria**

The Proposals received pursuant to this Request for Proposals will be evaluated on the following selection criteria:

Gunshot Detection / Location System Requirements	15 points
Mobile Capability Requirements	10 points
System Management Software Requirements	10 points
Vendor Responsibilities	20 points
Service, Warranty, and Maintenance	20 points
Corporate Experience	15 points
Price	10 points

**TOTAL 100 POINTS**

**TOTAL 100 POINTS**

3.3 Proposals will be reviewed by a committee consisting of representatives from:

- **Police Department**
- **Information Technology Department**
- **Emergency Management Services**

## SECTION 4

### GENERAL PROVISIONS

#### 4.1 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.

**4.2 Payment Terms:** Net 30 days.

#### 4.3 Pricing

- 4.3.1 Proposal prices shall be firm for at least six (6) months after the Proposal opening date.
- 4.3.2 Project-Specific Contracts: Pricing for specific Metro Government projects shall not change for the duration of the contract, including all renewals.
- 4.3.3 Non-Project Specific Contracts, Including Price Contracts:
  - 4.3.3.1 For non-project-specific contracts, including Price Contracts, Proposer agrees that prices shall not change for the first year of that contract.
  - 4.3.3.2 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.
- 4.3.4 Prices quoted shall be exclusive of the State and Federal Excise Tax, since the Metro Government is exempt from them.
- 4.3.5 Time discounts or cash discounts shall not be considered in Proposal evaluation.
- 4.3.6 Prices for any Proposal item shall not be contingent upon the purchase of any other Proposal item.
- 4.3.7 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.
- 4.3.8 Proposer should show unit prices and extended prices (unit prices multiplied by the number of units proposed to be purchased).

#### 4.4 Special Conditions for Price Contracts:

- 4.4.1 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.
- 4.4.2 Any government entity in Kentucky shall have the option of making purchases under a Price Contract executed under this Proposal.
- 4.4.3 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.

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

- 4.5.1 Proposer must submit all factory literature and supporting documentation with each submitted copy of its RFP.
- 4.5.2 Proposer shall provide prices for goods as FOB Delivered. Metro shall not pay for shipping, handling or any other associated charges for shipping.
- 4.5.3 All goods purchased are subject to inspection at the point of delivery by the Metro Government.
- 4.5.4 Proposer agrees to pay all costs for the return of rejected goods.

#### **4.6 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.

#### **4.7 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.

#### **4.8 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.

#### **4.9 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.

#### **4.10 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.

#### **4.11 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.

#### **4.12 Termination for Cause**

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

4.12.2 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.

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

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

4.12.3.2 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;

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

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

- 4.12.3.5 Actions that endanger the health, safety or welfare of Metro Government or its citizens.
- 4.12.4 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.

#### **4.13 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.

#### **4.14 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.

#### **4.15 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.

#### **4.16 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.

#### **4.17 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.



#### **4.18 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.

#### **4.19 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.

#### **4.20 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.

#### **4.21 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.

#### **4.22 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.

## SECTION 5

### 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

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. 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 **Louisville/Jefferson County Metro Government's Purchasing Division** and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. Contractor shall not allow any subcontractors to commence work until the insurance required of such subcontractors has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

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

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

1. **"The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."**

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

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, primary, non contributory ,with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury, Property Damage, and Products/Completed Operations including:
  - a. Premises - Operations Coverage
  - b. Products and Completed Operations
  - c. Contractual Liability
  - d. Broad Form Property Damage
  - e. Independent Contractors Protective Liability
  - f. Personal Injury
  
2. **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.
  
3. **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.

#### **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's Risk Management Division.

#### **MISCELLANEOUS**

- A. Contractor shall procure and maintain insurance policies as described herein and for which the **Louisville/Jefferson County Metro Government's Purchasing Division** shall be furnished 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 at least fifteen (15) days prior to the expiration of any policy(s).
  
- B. **Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:**

Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Purchasing Division  
611 West Jefferson Street  
Louisville, Kentucky 40202

- C. **Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:**

Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Risk Management Division  
611 West Jefferson Street  
Louisville, Kentucky 40202

- D. **CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro's Risk Management Division of any policy cancellation within two (2) 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's Risk Management Division within two (2) business days. If Contractor fails to notify Metro as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro 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's Risk Management Division.**
- E. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of Contractor hereunder. It is expressly understood that Metro 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 Contractor.

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





**HUMAN RELATIONS COMMISSION**  
**Carolyn Miller-Cooper, Executive Director**

**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 DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION** (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 DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION** (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 CERTIFICATION (FORM GFE-3)**  
**FORM GFE-3 DUE EACH MONTH OF THE CONTRACT PERIOD**

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by using the Form GFE-3, which must be submitted monthly to the Louisville Metro Human Relations Commission.
- The Form GFE-3 requires the listing of invoice numbers sent to the responsible Metro departments for payment. The amounts listed on the form should equal the total amount billed to Louisville Metro Government for the applicable month.

All forms are available on the Louisville Metro Human Relations Commission website:

<http://www.louisvilleky.gov/HumanRelations>

**Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202**  
**502-574-3631 phone • 502-574-3577 fax • 502- 574-4332 TDD**



LOUISVILLE METRO GOVERNMENT  
GOOD FAITH EFFORTS ("GFE")  
SUBCONTRACTOR AND SELF-PERFORM WORK LIST

**THIS FORM MUST BE COMPLETED IN ITS ENTIRETY  
FAILURE TO DO SO, THIS FORM WILL BE REJECTED**

**\*IF NOT SUBMITTED WITH YOUR BID, DUE THE DAY AFTER BID OPENING BY 4:00 PM TO THE HUMAN RELATIONS COMMISSION\***

**Bidder Name:** \_\_\_\_\_  
**Bid Number:** \_\_\_\_\_

MBE \_\_\_\_\_ FBE \_\_\_\_\_ HBE \_\_\_\_\_ Local Vendor \_\_\_\_\_

**Total Bid Amount:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Project Name:** \_\_\_\_\_

Fax or mail this form to Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202 502-574-3631 phone • 502-574-3577 fax • 502- 574-4332 TDD

DIVISIONS OF WORK (BIDDER WILL SELF-PERFORM)

**ALL** (CHECK HERE IF YOU ARE NOT SUBCONTRACTING ANY WORK)

DIVISIONS OF WORK (UNDETERMINED WHO WILL PERFORM)

**SUBCONTRACTOR INFORMATION**

LEGAL NAME	STREET ADDRESS	CITY	ST	ZIP	Federal Tax ID #	Email Address	LOCAL VENDOR SUPPLIER	SUPPLIER	DIVISION OF WORK	SUB AMOUNT	% of Total Bid	CERTIFIED SUBCONTRACTOR		
												MBE GOAL (15%)	FBE GOAL (5%)	HBE GOAL (.5%)
<b>Total</b>														

**Signature of Company Official:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

Office Use Only
<b>Form Status:</b> Complete Incomplete (reason form was rejected) Signature missing Subcontractor information not completed Bidder information not completed Division of work section not completed

**Form GFE-2**

**LOUISVILLE METRO GOVERNMENT  
GOOD FAITH EFFORTS ("GFE")  
MFHBE SUBCONTRACTOR GFE LOG**

**DUE DAY AFTER BID OPENING BY 4:00 PM TO THE HUMAN RELATIONS COMMISSION**

**Bidder Name:** \_\_\_\_\_ **Bid Total:** \_\_\_\_\_

**Bid Number:** \_\_\_\_\_ **Project:** \_\_\_\_\_

Fax or mail this form to Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202  
502-574-3631 phone • 502-574-3190 fax • 502- 574-4332 TDD

NAME OF MFHBE SUBCONTRACTORS CONTACTED	DIVISION OF WORK	REQUEST FOR QUOTES (Attach)	BID ACTIVITY						Reason for Rejection
			No Response	Quote Received (Attach)	Quote Amount	% of Bid Total	Quote Used	Quote Rejected	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	

Other Good Faith Efforts (Attach Supporting Documentation)


**Signature of Company Official:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Form GFE-3**

**LOUISVILLE METRO GOVERNMENT  
GOOD FAITH EFFORTS ("GFE")  
SUBCONTRACTOR PAYMENT CERTIFICATION**

**DUE EACH MONTH OF THE CONTRACT PERIOD TO THE HUMAN RELATIONS COMMISSION**

**Bidder Name:** \_\_\_\_\_ **Total Bid Amount:** \_\_\_\_\_  
**Bid Number:** \_\_\_\_\_ **Project Name:** \_\_\_\_\_

**REPORTING MONTH:** \_\_\_\_\_

Fax or mail this form to Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202  
 502-574-3631 phone • 502-574-3190 fax • 502- 574-4332 TDD

ALL SUBCONTRACTORS APPEARING ON FORM GFE-1	ORIGINAL CONTRACT AMOUNT ON FORM GFE-1	AMENDED CONTRACT AMOUNT	SUBCONTRACTOR PAYMENT TOTAL (Attach cancelled checks)		
			Date	Payment Amount	Retainage

CONTRACTOR PAYMENT TOTAL (ATTACH INVOICES)		
Invoice Date	Payment Amount	Retainage

ALL SUBCONTRACTORS NOT LISTED OF FORM GFE-1	DIVISION OF WORK	CONTRACT AMOUNT	SUBCONTRACTOR PAYMENT TOTAL (Attach Canceled Checks)		
			Date	Payment Amount	Retainage

Certified MFHBE	CONTRACTOR PAYMENT TOTAL (Attach Invoices)		
	Date	Payment Amount	Retainage
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<input type="checkbox"/>			

**Signature of Company Official:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## REQUIRED FEDERAL TERMS

Per 28 CFR 66.36:

1. Contractor agrees to provide the Purchaser, the United States Department of Justice Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the U.S. Department of Justice Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
4. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. See KRS 45A.351.
5. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. Clean Water –
  - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the Department of Justice and the appropriate EPA Regional Office.
  - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the United States Department of Justice.
7. Clean Air –
  - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the U.S Department of Justice and the appropriate EPA Regional Office.
  - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Justice.
8. The Contractor agrees to comply with Executive Order 11738 and EPA regulations, including but not limited to 40 CFR 15.

9. **Copyrights** –

- a. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
  - i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
  - ii. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

10. **Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:

- a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Metro Government and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the United States Department of Justice is ultimately notified.
  - b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Metro Government and the Contractor agree to take the necessary actions to provide, through the United States Department of Justice, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
  - c. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the United States Department of Justice.
11. The Contractor agrees that the reporting requirements contained in 44 CFR 13.40 and 13.41 apply to this Contract and further agrees to abide by any of the requirements therein applicable to it.
12. This contract is a covered transaction for purposes of 2 CFR Parts 180 and 901. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180, Subpart I, Section 995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.945.

The contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by The United

States Department of Justice. If it is later determined that the bidder, proposer or contractor knowingly rendered an erroneous certification, in addition to remedies available to the United States Department of Justice, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder, proposer or contractor agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder, proposer or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- a. Each bidder, proposer or contractor must provide a list of all subcontractors and include each subcontractor's federal ID Number in the bidder's bid response. Bidder, proposer or contractor shall not employ any subcontractor without receiving the approval of the Metro Government.

13. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)-- Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
14. This material is based upon work supported by the Environmental Protection Agency under Award Number 2010-DJ-BX-0409.
15. *Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."
16. TITLE VI

The Metro Government and Bidder shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et. seq.) and all implementing regulations and executive orders, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this bid or any contracting resulting from it on the basis of race, color, age, religion, sex, disability, or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this bid or resulting contract.

17. Bidder shall comply with the uniform administrative requirements contained in 2 CFR 200.
18. ALL FEDERAL: Bidder's DUNS Number \_\_\_\_\_  
If you do not have a DUNS number, contact Dun & Bradstreet at (866) 705-5711 or go to <http://fedgov.dnb.com/webform/displayHomePage.do>