



Request For Proposal

Louisville/Jefferson Co Metro Government

RFP Number:	3590
-------------	------

Revision:	0
Date:	07-JAN-16

Sealed proposals will be received until 3:00 PM. Names of all responders will be read aloud at that hour and date specified and under following conditions:

Proposals received after 3:00 PM on Reply By Date will not be opened.

On proposals amounting to \$2000 or over, successful bidder may be required to execute and give performance bond for full amount, by a Surety Company authorized to do business in the Commonwealth of Kentucky.

Proposers must submit all pages of RFP document.

Mark envelope with RFP Number, Reply By Date and Address to: OMB - Purchasing 611 West Jefferson Street Mezzanine Level Louisville, KY 40202

Reply By: 20-JAN-16

#	Description
1	A price contract for a portion of Louisville Metro Governments need for a Consulting Firm to provide underwriting services for a twelve (12) month period per the attached specifications

Last day for questions: January 13, 2016 by 3:00pm

Answers Posted no Later than: January 15, 2016 by 3:00pm

Proposals must be received in the Purchasing Department no later than January 20, 2016 by 3:00pm

FIRM NAME :

OFFICIAL'S SIGNATURE :

ADDRESS :

PHONE :

DATE :



Request For Proposal

Louisville/Jefferson Co Metro Government

Standard Text

SUBMIT BIDS WITH A COMPLETE UNBOUND ORIGINAL (marked "ORIGINAL"), ONE (1) PAPER COPY AND ONE (1) COPY ON CD-ROM OR SIMILAR ELECTRONIC MEDIA. All copies should be complete copies of your original bid. Electronic copy must be in one file. Failure to submit ALL forms and information required in specifications may be reason for disqualification.

If you have any questions concerning the Purchasing Requirements of this solicitation please call Peggy Goodwin at (502) 574-6396.

CHECKLIST FOR BIDDERS/RESPONDERS

Information must be completed by an authorized employee or agent for the company.

	Complete on cover page (bottom right hand corner)
	Submit all pages of bid/proposal and requested copies.
	Submit 5% bid bond or certified check if required.
	Complete Good Faith Effort (GFE) paperwork and submit with bid/proposal. Contact Human Relations Commission at the number on the form for assistance.
	Complete Section III Recognize Addenda (if applicable) of authorized employee or agent for bid submittal Indicate applicable preferences (local, living and apprenticeship) See Section 1 for details Provide information and signature
	Submit W-9 Form
	Submit insurance certificate if available, according to insurance requirements in Section IV. The certificate will be required of the successful bidder prior to award.
	Submit all documents required per the general specifications and/or evaluation criteria
	Price sheet must be completed, if applicable
	Complete required affidavit for bidders claiming qualified bidder status and resident bidder status. Must be notarized.

Rev 12/10/12

G:\Forms\Checklist for Bidders Responders

**ATTENTION ALL BIDDERS WHO DO
NOT PLAN TO SUB-CONTRACT ANY
WORK:**

**TO BE DEEMED RESPONSIVE TO THIS BID, YOU
MUST COMPLETE AND SIGN FORM GFE-1.**

**BELOW IS THE SECTION YOU WILL NEED TO
FIND AND COMPLETE ON THE GFE-1 FORM
WITHIN THIS BID/RFP. DO NOT COMPLETE
THIS PAGE. THIS IS ONLY A SAMPLE!**

DIVISIONS OF WORK (BIDDER WILL SELF-PERFORM)

Signature of Company Official: _____

Date: _____

Printed Name: _____

**IF YOU DECIDE TO SUB-CONTRACT THE WORK AFTER
SUBMITTING YOUR RESPONSE, YOU SHOULD COMPLETE AND
SEND FORM GFE-3.**



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

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

Bidder Name: _____

☐ MBE

☐ FBE

☐ HBE

☐ Local Vendor

Bid Number: _____

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	SUPPLIER	DIVISION OF WORK	SUBCONTRACT AMOUNT	% of Total Bid	CERTIFIED SUBCONTRACTOR		
									MBE GOAL (15%)	FBE GOAL (5%)	HBE GOAL (.5%)
					<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"/>
Total							\$0.00				

Signature of Company Official: _____

Printed Name: _____

Date: _____

THIS FORM MAY BE REJECTED IF NOT COMPLETED

Office Use Only

Form Status:

- ☐ 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"/>	
		<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)				CONTRACTOR PAYMENT TOTAL (ATTACH INVOICES)		
			Date	Payment Amount	Retainage		Invoice Date	Payment Amount	Retainage
ALL SUBCONTRACTORS NOT LISTED OF FORM GFE-1	DIVISION OF WORK	CONTRACT AMOUNT	SUBCONTRACTOR PAYMENT TOTAL (Attach Canceled Checks)			Certified MFHBE	CONTRACTOR PAYMENT TOTAL (Attach Invoices)		
			Date	Payment Amount	Retainage		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: _____



Louisville Jefferson County
Metro Government

Consulting Firm to Provide Underwriting Services

REQUEST FOR PROPOSAL # 3590

Develop Louisville

TABLE OF CONTENTS

REQUEST FOR PROPOSAL

- I. Invitation and Instructions to Proposers**
- II. General Provisions**
- III. Proposer Information and Proposer Signature Page**
- IV. Insurance and Hold Harmless Agreement**
- V. General Specifications**
- VI. Evaluation Criteria**
- VII. Documents Applicable to Kentucky Statutory Purchasing Preferences**

SECTION I

INSTRUCTIONS TO PROPOSERS

- A. The Louisville/Jefferson County Metro Government ("Metro Government") is now accepting Proposals for a consulting firm to provide underwriting services for the Louisville Creating Affordable Residences for Economic Success (CARES) Program

1. 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 at Section VI (KRS 45A.370 (5)).
2. The Metro Government finds that a purchase through competitive negotiation is necessary because:

(check one of the reasons below)

 X (a) 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.

 (b) Sealed bidding is inappropriate because the available sources of supply are limited.

 (c) Sealed bidding is inappropriate because the time and place of the performance cannot be determined in advance.

 (d) Sealed bidding is inappropriate because the price is regulated by law.

 (e) Sealed bidding is inappropriate because a fixed price contract is not applicable.

 (f) The bid prices received through sealed bidding are unresponsive or unreasonable as to all or part of the bid requirements; each responder shall be notified of the intention to negotiate and shall be given a reasonable opportunity to negotiate, and the negotiated price shall be lower than the lowest rejected bid by any responsible bidder.

3. 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.
4. Proposers shall disregard any reference in this document to this solicitation being a bid – this is a Request for Proposals.

Steps to Take Before Submitting a Proposal

1. Revenue Commission:

- A. 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.
- B. 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.
- C. You must provide your Revenue Commission Number on the Proposer Information and Proposal Signature Document in Section III, unless you do not yet have one.
- D. For further information, call the Revenue Commission at (502) 574-4860.

2. Human Relations Commission:

- A. There are two affirmative action requirements which apply to Metro Government Contracts: 1) Affirmative Action in Employment and 2) Affirmative Action in the subcontracting of Minority, Female and Handicapped-owned businesses.

B. Affirmative Action in Employment

- a. The Louisville Metro Human Relations Commission 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.
- b. To make this determination, the Human Relations Commission will make an inquiry of the successful Proposer pursuant to Louisville Metro Ordinances Section 37.27.
- c. If Purchasing informs you that you are the successful Proposer, you will need to contact the Human Relations Commission at 502-574-3631 for information and assistance on procedures to follow in becoming approved and qualified pursuant to Louisville/Jefferson County Metro Government Ordinances.
- d. Proposer acknowledges that this Agreement is subject to Louisville/Jefferson County Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. 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.

C. Affirmative Action in Subcontracting

- a. Generally, either a Proposer will use subcontractors or it will do all the work itself.
- b. If You Won't Use Subcontractors

1. You must complete and sign Form GFE-1, which is included with this Proposal in the Human Relations Commission's "Good Faith Efforts Requirements" document, to indicate work will be self-performed.
2. NOTE: If you fail to complete Form GFE-1, your Proposal will be rejected as nonresponsive.
- c. If You Will Use Subcontractors
 1. 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.

B. Preferences:

1. Living Wage Preference:

- A. If your business pays its employees at least \$9.00/hour, the prices you Proposal shall be reduced by 5% for the purpose of determining the lowest Proposal price, subject to the following conditions:
 - a. You must complete the Living Wage Preference Certification on the Proposer Information and Signature Page included in this Proposal.
 - b. If this Proposal is for services, and you intend to use subcontractors to perform all or part of the work required under the contract, you shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.
 - c. If you receive the Living Wage Preference and are awarded a contract under this Proposal, then you must post a sign of the \$9.00 minimum wage rate in a conspicuous place and manner so as to inform employees and the public of your minimum wage policy.
 - d. If you certify your business as a minimum wage one, are subsequently awarded a contract, and the Metro Government discovers you do not pay your employees at least \$9.00 per hour, your business will be liable to the Metro Government for 30% of the amount of the contract awarded.

2. Local Vendor Preference:

- A. The Metro Government gives Proposals submitted by local vendors a preference.
- B. To qualify as a local vendor, your company must:
 - a. Be established in the Louisville Metropolitan Statistical Area ("MSA"), as defined by the United States Census Bureau for twelve consecutive months and have an up-to-date Revenue Commission Number.
 - b. Have your headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least twelve consecutive months prior to the date of this Proposal (the date is on the first page of this RFP package).

- c. 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. You must include a copy of the reciprocal ordinance with your Proposal.
- d. Utilize local businesses to furnish at least 75% of the services under a contract awarded hereunder unless such services are not available locally.
- e. Proposer must indicate that it wants to be considered a local business and receive the preference by checking the relevant line on the Proposer Information and Proposal Signature Page. This information must be submitted along with your Proposal.
- f. 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 Bid evaluation process the Metro Government has decided to use.
- g. If the Metro Government concludes your business is a local one 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.
- h. Any Proposer who is denied local business status may appeal that denial to the Director of Purchasing within 5 days of the denial letter date. Your petition must outline the reasons why your business should be determined to be a local one. The Director of Purchasing will conduct a hearing for consideration of the appeal. The decision of the Director shall be final.
- i. Any business may challenge the grant of a local vendor preference to another company. Any challenges must be made in writing within 3 business days following the day a contract is awarded under this Proposal. The challenge must outline why the local vendor preference shouldn't have been awarded. The Director of Purchasing will hold a hearing to hear the argument of the challenger. The Director of Purchasing will make a decision and that decision shall be final.
- j. This preference applies in addition to any other preference applicable under this Proposal.

3. Construction Contracts:

- A. For construction contracts above \$250,000, the Proposer may be able to receive an apprenticeship preference. See Section II, subsection 2.4, B of this Proposal for requirements and information.
- B. For construction contracts above \$25,000, you must furnish bonds. See Section II, subsection 2.4, C for requirements and information.

4. Kentucky Statutory Preferences:

- A. 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. These statutes are included in this RFP in Section VII, "Documents Applicable to Kentucky Statutory Preferences". The Kentucky Finance and Administration Cabinet

has promulgated administrative regulations to provide direction to entities like the Metro Government as to the procedure which the Metro Government must follow to apply these preferences correctly. These regulations are also included in this RFP in Section VII, Subsection B.

B. The required preferences are as follows:

a. Kentucky Correctional Industries Preference:

1. If products or services are produced by Kentucky Correctional Industries (“KCI”) and the Metro Government needs to purchase some of those items or services, the Metro Government must first attempt to buy them from KCI. This is required by KRS 45A.470. The Kentucky Administrative Regulations, 200 KAR 5:410, Section 2, Item 1, require the Metro Government to give products made by KCI “a preference equal to twenty (20) percent of the maximum points awarded to a bidder...” The kinds of products and services made by KCI include but are not limited to those listed at <http://kci.ky.gov/Pages/products.aspx>, and include the following:
2. The Proposer agrees that, should the Metro Government award a contract under this RFP which violates KRS 45A.470, that the Metro Government may terminate that contract immediately and that Proposer hereby releases and forever discharges the Metro Government, its employees, successors, subsidiaries and assigns, from any and all claims, demands, obligations, liabilities or damages in any way arising out of or related to that contract.

b. Preference for Kentucky Industries for the Blind, any nonprofit corporation which furthers the purposes of KRS Chapter 163, and qualified nonprofit agencies for individuals with severe disabilities:

1. In addition to the preference for the products and services of KCI, the following “qualified proposers” will receive a preference equal to fifteen (15) percent of the maximum points awarded to a proposer in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a proposer claiming “qualified proposer” status shall submit along with its response to the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified proposer. If requested, failure to provide documentation to a public agency proving qualified proposer status may result in disqualification of the proposer or contract termination. The required affidavit is included in Section VII of this RFP under the title “Required Affidavit for Bidders, Offerors and Contractors Claiming Qualified Bidder Status.”

c. Kentucky Reciprocal Preference for Kentucky-Resident Proposers:

1. The scoring of proposals is subject to a Reciprocal preference for Kentucky resident proposers as provided in KRS 45A.490 to 45A.494.
2. Process - Determining the residency of a proposer for purposes of applying a reciprocal preference
 - i. Any individual, partnership, association, corporation, or other business entity claiming resident proposer status shall submit along with its response the Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status, which is included in this RFP in its Section VII. The Metro Government reserves the right to request documentation supporting a proposer's claim of resident proposer status. Failure to provide such documentation upon request shall result in disqualification of the proposer or contract termination.
 - ii. A nonresident proposer shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that proposer. If the proposer is not required by law to obtain said certificate, the state of residency for that proposer shall be deemed to be that which is identified in its mailing address as provided in its proposal.
 - iii. The Metro Government shall apply the reciprocal preference required by KRS 45A.490 – 45A.494 as directed by 200 KAR 5:400, the language of which appears in Section VII.

C. Proposal Submittal Requirements

1. All Proposals must be signed by a duly authorized officer, agent or employee of the Proposer (See the "Proposer Information and Proposal Signature Page" at section III). Proposer promises that the individual signing the Proposal document for the Proposer has the authority to bind the Proposer.
2. Sealed Proposals will be received at the office of Louisville Metro Office of Management and Budget, Division of Purchasing until 3:00 p.m. January 20, 2016, 611 West Jefferson Street, Mezzanine Level, Louisville Kentucky, 40202.
 - a. Proposers must deliver their Proposals to this address during normal Metro Government business hours.
 - b. Mailing the Proposal with the intent that the Metro Government receives it before scheduled closing time for receipt of Proposals is not sufficient.
 - c. The Metro Government shall not consider for award Proposals received after the 3:00 p.m. deadline on January 20, 2016.
3. Submit Proposals with a complete original (mark as original) and submit required

copies indicated in this document.

4. Any inquiries about this Proposal after the opening date shall be addressed in writing to:

Director of Purchasing
Louisville Metro Purchasing
611 West Jefferson Street - Mezzanine Level
Louisville, KY 40202

5. Proposer Questions and Inquiries: Proposers who have questions and inquiries concerning this Proposal prior to the Proposal opening may contact:

- a. Heather Hairgrove Heather.Hairgrove@louisvilleky.gov

The deadline to submit questions is Wednesday, January 13, 2016 by 3:00pm. All questions must be submitted in writing. Answers will be posted in an addendum by January 15, 2016 by 3:00pm.

6. Changes, Clarifications, Errors, Addenda:

- a. 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.
 - b. Clarification of Submittal: The Metro Government may obtain clarification or additional information from a Proposer.
 - c. 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.
 - d. 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 returned in a sealed envelope with the Proposal number and opening date stated on the outside of the envelope.
 - e. Once this Proposal has been signed and 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.

- f. 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.
7. 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.
8. 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.
9. The Metro Government shall not permit a Proposer to withdraw its Proposal for sixty days after Proposals are opened, unless the Metro Government makes a specific exception in writing.
10. Metro Government shall not be responsible for any cost incurred by the Proposer in the preparation of its Proposal.
11. 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 II

GENERAL PROVISIONS

2.1 Payment terms shall be Net 30 days.

2.2 Pricing:

- A. Proposal prices shall be firm for six (6) months after the Proposal opening date.
- B. Project-Specific Contracts:
 - 1. Pricing for specific Metro Government projects shall not change for the duration of the contract, including all renewals.
- C. Non-Project Specific Contracts, Including Price Contracts (see Section 2.4):
 - 1. For non-project-specific contracts, including Price Contracts, Proposer agrees that prices shall not change for the first year of that contract.
 - 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.
- D. Prices quoted shall be exclusive of the State and Federal Excise Tax, since the Metro Government is exempt from them.
- E. Time discounts or cash discounts shall not be considered in Proposal evaluation.
- F. Prices for any Proposal item shall not be contingent upon the purchase of any other Proposal item.
- G. 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.
- H. Proposer should show unit prices and extended prices (unit prices multiplied by the number of units proposed to be purchased).
- I. If this Proposal is for a stated number of items, the Metro Government may request that the Proposer extend the offered Proposal pricing to a future purchase or purchases, for up to one year after the date a contract under this Proposal has been executed. If the Proposer agrees to extend the pricing, the Metro Government may purchase those items by issuing an additional Purchase Order or Orders, as the case may be.
- J. Proposer shall provide prices for goods as FOB Delivered.

2.3 Special Conditions for Price Contracts:

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

2.4 Special Conditions for Construction Contracts:

- A. All Proposers are required to visit job site to completely familiarize themselves with all existing conditions, measurements, etc., and be responsible for same.
- B. Apprenticeship Programs (Applicable only for construction contracts estimated to cost over \$250,000.00):
 - 1. The Metro Government provides a Proposal preference for Proposers who have qualified apprenticeship programs.
 - 2. To qualify for this preference, Proposer must meet the following criteria:
 - a. At least 15% of the total labor hours performed under the contract must be performed by apprentices in a qualified apprenticeship program.
 - A. 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.
 - b. The Proposer must submit with its Proposal :
 - 1. A certified copy of the registered apprenticeship program as sworn to by a notary public; and
 - 2. The number of apprentices enrolled in the program at the time the Proposal is submitted.
 - 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.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. This preference, if granted, will be added to the Local vendor Preference, if applicable.

C. Bonds (Applicable for Construction Contracts)

1. For construction projects awarded with a value of more than \$25,000.00, Proposer must furnish the following bonds when it submits its Proposal:

a. Proposal (Bid) Bond:

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

b. Performance Bond:

1. 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.

c. Payment Bond:

1. 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.

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

- A. Proposer must submit all factory literature and supporting documentation with each submitted copy of its RFP.
- B. Bidder shall provide prices for goods as FOB Delivered. Metro shall not pay for shipping, handling or any other associated charges for shipping unless specified differently in Section V.
- C. All goods purchased are subject to inspection at the point of delivery by the Metro Government.
- D. Proposer agrees to pay all costs for the return of rejected goods.

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

2.7 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 being bid. 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 to be bid. 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.

- 2.8 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.
- 2.9 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.
- 2.10 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.
- 2.11 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.
- 2.12 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.

2.13 Contract Termination:

A. Termination for Cause

1. Metro Government may terminate a contract because a contractor fails to perform its contractual duties.
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.
3. A default in performance by a contractor for which a contract may be terminated shall include, but not be limited to:
 - a. Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - b. 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;
 - c. Failure to diligently advance the work under a contract for construction services;
 - d. The filing of a bankruptcy petition by or against the contractor; or
 - e. Actions that endanger the health, safety or welfare of Metro Government or its citizens.
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.

B. 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.

C. 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.

- 2.13 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.
- 2.14 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.
- 2.15 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.
- 2.16 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.
- 2.17 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.
- 2.18 Per KRS 45A.455:
- (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.

2.19 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.

2.20 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 or sex 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.

2.21 Invoicing Requirements:

A. 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:

- Purchase Order or Release Number under which the purchase was made;
- Name of Louisville Metro Government Agency and Requestor initiating purchase;
- Invoice date;
- Vendor Name, Address, and Contact Information, including remittance if different;
- Unique invoice number;
- Account number or other identifying number agreed to by contract (if applicable);
- Description of goods, services or property provided to the Louisville Metro Government;
- Date good, services, or property were provided to the Louisville Metro Government;
- The quantity, unit and total price of the goods, services, or property provided to Louisville Metro Government matching the contractual amounts.
- No shipping costs or fuel surcharges unless permitted in the solicitation;
- Applicable discount terms.

Defective invoices will be returned to Supplier/Contractor and must be updated with the correction information and revised invoice date

B. Invoice Submittal

The Louisville Metro Government now 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 contact OMB-Accounts Payable at (502) 574-5247 for information on how to submit invoices electronically.

If unable to send invoices electronically please mail invoice to:

Louisville Metro Government
Business Operations
611 West Jefferson Street
Louisville KY 40202

To avoid processing delay vendors must choose either electronic or standard mail method for invoice submittal. Invoices must be submitted to Metro Agency requesting the purchase. All Statements of Account must be submitted by mail.

SECTION III

PROPOSER INFORMATION AND PROPOSAL SIGNATURE PAGE

**REQUEST FOR PROPOSAL
SUBMITTED BY:**

Include this page in your response to this Proposal.

I acknowledge receipt of the following Addenda:

Addendum #1: _____

Addendum #2: _____

Addendum #3: _____

Any Additional Addendum (write in numbers): _____

Living Wage Preference Certification: Does your business pay all full time employees at least \$9.00 per hour and wish to be certified as a minimum wage business for this Proposal? You must check:

Yes: _____ or No: _____

Proposer meets the requirements for designation as a local vendor as described in Section I, C, 2 of this Proposal and wishes to receive the Metro Government's Local Vendor Preference. You must check:

Yes: _____ or No: _____

For construction contracts above \$250,000 only: Proposer meets the requirements for designation as having a qualified apprenticeship program as described in Section I, B, 5 of this Proposal and wishes to receive the Apprenticeship Program Preference. You must check:

Yes: _____ or No: _____

NOTE: Preferences shall not apply on federal-funded bids.

Full Legal Name of Proposer: _____

Authorized Agent Name: _____

Title: _____

E-Mail Address: _____

Address: _____

Telephone _____

Fax: _____

Authorized Agent Signature: _____

Date: _____

Metro Louisville Revenue
Commission Number: _____

Federal ID Number: _____

**Please include a copy of your W-9 with your submitted Proposal.
This must be submitted prior to the award of a contract.**

The section below will be completed by the Metro Government only if Proposer is awarded a contract under this Proposal.

Louisville/Jefferson County Metro Government

Marian Salmon, Purchasing Administrator

Date: _____

Contract Term:

Effective: _____

Expires: _____

RENEWAL OPTION (Applicable only to Price Contracts):

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.

Items Covered: All: _____

See Attached: _____

SECTION IV

HOLD HARMLESS AGREEMENT AND INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS

Hold Harmless and Indemnification Clause

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

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, or from negligent acts, errors or omissions 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.

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). 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, noncontributory, 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. Personal Injury
 2. **PROFESSIONAL LIABILITY** (Errors and Omissions) coverage insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act, and **\$2,000,000 aggregate limit**. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage **has been maintained for at least one year** after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

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.

SECTION V

GENERAL SPECIFICATIONS

Louisville Forward/Develop Louisville/Office of Housing and Community Development is seeking a consulting firm to provide underwriting services for the Louisville Creating Affordable Residences for Economic Success (CARES) Program. It is the intent of Louisville Forward/Develop Louisville/Office of Housing and Community Development to select a primary consultant and a secondary consultant to provide services in the event the primary consultant is unable to perform services under this RFP due to workload, conflict of interest or other reasons. The most recent draft of the Louisville CARES policy manual has been attached for reference.

The Louisville CARES Program provides gap financing for the development of affordable multifamily rental properties for households making 80% or less of Area Median Income (AMI). Louisville CARES is a flexible tool that can be layered with other sources of financing, including federally - available financing, as needed to support the development of quality affordable multi-family rental housing in Louisville.

Louisville CARES is administered through Develop Louisville's Office of Housing and Community Development. It will be used to create 750 new units created through direct gap financing, and to positively affect 750 additional households through housing filtering. Non-profit and for-profit developers of multifamily rental properties for households making 80% or less of AMI are eligible to apply for Louisville CARES funding.

Louisville Forward/Develop Louisville/Office of Housing and Community Development is seeking a partner to complete an unbiased independent underwriting of Louisville CARES applications. This "Underwriting Partner" will review each application and make a recommendation or set of alternate recommendations for project financing to the Office of Housing and Community Development, which will be presented to the Louisville CARES Loan Review Committee as described in the attached Louisville CARES Policy Manual. The Underwriting Partner should explain each recommendation and its effect on matters such as overall project financing, expected repayment, and project risk. The Loan Review Committee will make the final decision to approve or deny each application for Louisville CARES funding based in part on the recommendation of the Underwriting Partner. Each underwriting review and recommendation must be completed within five (5) business days of the receipt of the underwriting package. Proposals should describe the process the prospective Underwriting Partner will undertake for each underwriting review, including how recommendations will be presented to the Office of Housing and Community Development.

In a narrative of no more than four pages, the respondent to this solicitation must describe the following:

- 1) Experience in conducting underwriting reviews for affordable multi-family housing developments, including experience working with privately-funded and federally-funded projects, and for-profit and non-profit developers.
- 2) Staff availability to complete underwriting reviews, including names and professional resumes for staff members expected to complete this work for Louisville Metro Government, should this contract be awarded.
- 3) Approach and methodology used in underwriting process, including the specific information required to be provided for purposes of underwriting applications.

- 4) Content of proposed written recommendation to the Office of Housing and Community Development.
- 5) Timeline for completion of review, and if your proposal is to provide recommendations outside the 5-business-day time frame specified in this RFP, please document specific reasons for the additional time needed, and explain how other aspects of your proposal compensate for the extra time required for review.
- 6) Expected payment per application.

Bidder shall provide prices for goods as FOB Delivered, unless allowance for shipping, handling, or any associated charge is specified in this section or on the price sheet.

SECTION VI

EVALUATION CRITERIA

After receipt of RFP's, 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) and RFP Section I, A, 3.

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

- 1) Experience in conducting underwriting reviews for affordable multi-family housing developments, including experience working with privately-funded and federally-funded projects, and for-profit and non-profit developers = **25 points**
- 2) Staff availability to complete underwriting reviews, including names and professional resumes for staff members expected to complete this work for Louisville Metro Government, should this contract be awarded. = **15 points**
- 3) Approach and methodology used in underwriting process = **15 points**
- 4) Content of proposed written recommendation to the Office of Housing and Community Development = **25 points**
- 5) Timeline for completion of review, including justification and mitigation or compensation for proposals to provide recommendations outside the 5-business-day time frame specified in this RFP = **10 points**
- 6) Expected payment per application. = **10 points**

Applicants must submit the following document for review:

- 1) Proposal of no more than four pages using the following general format:
 - a. No more than one page narrative of organization's prior experience financing multifamily housing projects. Please include at least three concrete examples of projects underwritten in detail sufficient for the screening committee to understand their complexity, level of affordability if applicable, and any information pertinent to the screening committee's understanding of your organization's capacity to support the Louisville CARES program.
 - b. No more than one page narrative describing the experience of the staff that will be responsible for completing the underwriting review. Please focus on how staff expertise lends itself to this project, as opposed to listing information clearly documented in staff resumes. Attached resumes do not count toward this page limit.
 - c. No more than a two page narrative detailing the approach for the underwriting process, the content of the written recommendation and the timeline for individual application review. If your proposal is to provide recommendations outside the 5-business-day time frame specified in this RFP, please document specific reasons for the additional time needed, and explain how other aspects of your proposal compensate for the extra time required for review. In addition, please include the cost per application review and the payment terms, including hourly rates for each staff member who will be performing services under your proposal, and other fees and charges associated with your proposal.

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

Develop Louisville and Louisville Metro Purchasing

SECTION VII

DOCUMENTS APPLICABLE TO KENTUCKY STATUTORY PURCHASING PREFERENCES

A. Statutory Requirements.

1. **45A.470 Preference to be given by governmental bodies and political subdivisions in purchasing commodities or services -- List of commodities and services -- Price range -- Negotiation for identical products and services.**

(1) Notwithstanding any provision of this chapter to the contrary, all governmental bodies and political subdivisions of this state shall, when purchasing commodities or services, give first preference to the products made by the Department of Corrections, Division of Prison Industries, as required by KRS 197.210. Second preference shall be given to any products produced by Kentucky Industries for the Blind, Incorporated, or any other nonprofit corporation that furthers the purposes of KRS Chapter 163, and agencies of individuals with severe disabilities as described in KRS 45A.465.

(2) The Finance and Administration Cabinet shall make a list of commodities and services provided by these agencies and organizations available to all governmental bodies and political subdivisions. The list shall identify in detail the commodity or service the agency or organization may supply and the price.

(3) The Finance and Administration Cabinet shall annually determine the current price range for the commodities and services offered from its experience in purchasing these commodities or services on the open market. The prices quoted by these agencies or organizations shall not exceed the current price range.

(4) The Office for the Blind within the Education and Workforce Development Cabinet and qualified agencies for individuals with severe disabilities shall annually cause to be made available to the Finance and Administration Cabinet, lists of the products or services available.

(5) If two (2) or more of the agencies or qualified nonprofit organizations wish to supply identical commodities or services, the Finance and Administration Cabinet shall conduct negotiations with the parties to determine which shall be awarded the contract. The decision of the Finance and Administration Cabinet shall be based upon quality of the commodity or service and the ability of the respective agencies to supply the commodity or service within the requested delivery time.

2. **KRS 45A.490 – 45A.494, Reciprocal Preference**

a. **KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.**

As used in 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.

B. Administrative Requirements.

1. 200 KAR 5:400. Kentucky resident bidder reciprocal preference.

- a. RELATES TO: KRS 45A.050(7), 45A.070(1), 45A.090(2), 45A.180(1), 45A.182(1)(c), 45A.365, 45A.370, 45A.375, 45A.695, 45A.745, 45A.825, 45A.853, 160.303, 162.070, 164A.575, 164A.590, 176.010, 176.082. STATUTORY AUTHORITY: KRS 45A.494. NECESSITY, FUNCTION, AND

CONFORMITY: KRS 45A.494(6) requires that the Finance and Administration Cabinet promulgate administrative regulations to establish the procedure by which a reciprocal preference shall be given to Kentucky resident bidders. This administrative regulation establishes the procedures by which a reciprocal preference shall be given to Kentucky resident bidders.

b. Section 1. Definitions.

- (1) "Contract" is defined by KRS 45A.490(1).
- (2) "Nonresident bidder" is defined by KRS 45A.494(3).
- (3) "Public Agency" is defined by KRS 45A.490(2).
- (4) "Resident bidder" is defined by KRS 45A.494(2).
- (5) "Response" means any bid or response submitted to a solicitation.
- (6) "Solicitation" means an invitation for bid, request for proposal, advertisement for bid, or another formal method of soliciting a contract issued by a public agency.

c. Section 2. Claiming Resident Bidder Status.

- (1) Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response a notarized affidavit that affirms that it meets the criteria to be considered a resident bidder as set forth in KRS 45A.494(2).
- (2) If requested, failure to provide documentation to a public agency proving resident bidder status shall result in disqualification of the bidder or contract termination.

d. Section 3. Determination of Residency for Nonresident Bidders.

- i. The state of residency for a nonresident bidder, for purposes of this administrative regulation, shall be its principal office as identified in the bidder's certificate of authority to transact business in Kentucky as filed with the Commonwealth of Kentucky, Secretary of State.
- ii. If the bidder is not required to obtain a certificate of authority to transact business in Kentucky, its state of residency shall be the mailing address provided in its bid.

e. Section 4. Applying the Reciprocal Preference.

- i. Once all responsible and responsive bidders to a solicitation have been scored and ranked, the residency of each bidder shall be identified.
- ii. A preference equal to the preference given or required by the state of the highest evaluated nonresident bidders shall be given to all responsive and responsible resident bidders.
- iii. The responses shall then be rescored and re-ranked to account for any applicable preferences.
- iv. In awarding a contract, resident bidders shall only receive preference against nonresident bidders residing in a state that gives a preference to bidders from that state. This preference shall not be applied against nonresident bidders residing in states that do not give preference against Kentucky bidders.

- v. If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- vi. This administrative regulation shall not result in a nonresident bidder receiving a preference over another nonresident bidder. (37 Ky.R. 1109; Am. 1627; eff. 2-4-2011.)

2. **200 KAR 5:410. Preferences for purchases of commodities or services.**

a. RELATES TO: KRS 45A.465, 45A.470 STATUTORY AUTHORITY: KRS 45A.470, 45A.045(2), 45A.055. NECESSITY, FUNCTION, AND CONFORMITY: KRS 45A.045(2) requires the Finance and Administration Cabinet to promulgate administrative regulations to govern purchasing by or for agencies. This administrative regulation establishes requirements setting forth the preference given to qualified entities identified in KRS 45A.470(1).

b. Section 1. Definitions.

- (1) "Bidder" means any entity submitting a response to a solicitation.
- (2) "Qualified bidder" means 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).
- (3) "Solicitation" means any invitation for bids, request for proposals, advertisement for bid, or any other method of soliciting a contract issued by a public agency.

c. Section 2. Percentage Preference.

- i. 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.
- ii. Products or services provided by a qualified bidder shall receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation.

d. Section 3. Claiming Qualified Bidder Status.

- i. Except for Kentucky Industries for the Blind, Incorporated, 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.
- ii. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination. (37 Ky.R. 1111; Am. 1411; eff. 1-3-2011.)

C. Required Affidavit for Bidders, Offerors and Contractors Claiming Qualified Bidder Status

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with [200 KAR 5:410\(3\)](#); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_____ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The Metro Government reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by

of _____ this _____ day of _____, 20____.
(Company Name) (Affiant) (Title)

Notary Public

[seal of notary]

My commission expires: _____

D. Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status

Solicitation/Contract #: _____

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING
RESIDENT BIDDER STATUS**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract was first advertised or announced as available for bidding:

1. Was authorized to transact business in the Commonwealth; and
2. Had for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The Metro Government reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by

(Affiant)

(Title)

of _____ this ____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____