



# Request For Proposal

Louisville/Jefferson Co Metro Government

RFP Number:	3089
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Revision:	0
Date:	26-JUL-13

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.

<p><b>Mark envelope with RFP Number, Reply By Date and Address to:</b></p> <p>Office of Management &amp; Budget - Division of Purchasing 611 West Jefferson Street Mezzanine Level Louisville, KY 40202</p>
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Reply By: 19-AUG-13

#	Description
1	A price contract for a portion of Louisville Metro Government's need for Bicycle Sharing for a twelve (12) month period, per the attached specifications.

Pre-Bid Conference

2:00 PM

Monday, August 5th

444 S. Fifth St, 4th floor

Louisville, KY 40202

or

by teleconference - contact Tracey Neathery for additional information.

FIRM NAME:

OFFICIAL'S SIGNATURE:

ADDRESS:

PHONE:

DATE:



# Request For Proposal

Louisville/Jefferson Co Metro Government

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## Standard Text

SUBMIT BIDS WITH A COMPLETE ORIGINAL (please mark as original) AND THREE COPIES. All three copies should be complete copies of your original bid. 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 Tracey Neathery at (502) 574-3912.

## 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"/>
<b>Total</b>							\$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

**DEPARTMENT OF PUBLIC WORKS AND ASSETS**

**BICYCLE SHARING  
RFP # 3089**

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- II. General Provisions**
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- V. Disadvantaged Business Enterprise Program**
- VI. Schedule of Pay Items**
- VII. General Specifications**
- VIII. Evaluation Criteria**

## SECTION I

### INSTRUCTIONS TO PROPOSERS

- A. The Louisville/Jefferson County Metro Government (“Metro Government”) is now accepting Proposals for a “Bicycle Sharing” Project.

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)).

The Metro Government finds that a purchase through competitive negotiation is necessary because:

(check one of the reasons below)

☒ (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.

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.

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

B. 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 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.

### C. Bid Submittal Requirements

1. This project is a federal project subject to the requirements of the Federal-Aid Highway Program. The state contract number for this bid is PO2-628-1300006097.
2. 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.
3. Sealed Proposals will be received at the office of Louisville Metro Office of Management and Budget, Division of Purchasing until 3:00 p.m., Monday, August 19, 2013, 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 August 19, 2013.
4. Submit Proposals with a complete original (mark as original) and submit required copies indicated in this document.
5. 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
6. Proposer Questions and Inquiries: Proposers who have questions and inquiries concerning this Proposal prior to the Proposal opening may contact:  
  
Rolf Eisinger  
Project manager  
444 South Fifth Street, Suite 400  
Louisville, KY 40202-4311  
Email: [Rolf.Eisinger@louisvilleky.gov](mailto:Rolf.Eisinger@louisvilleky.gov)
7. 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 shall 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.
8. 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.
9. 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.
10. 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.
11. Metro Government shall not be responsible for any cost incurred by the Proposer in the preparation of its Proposal.

## **1.1 BID OPENING**

Sealed bids will be accepted in accordance with the instructions detailed in section D.4. The bid opening is open to the public. The Bidder shall file all documents necessary to support its bid and include them with its bid. Bidders shall be responsible for the actual delivery of bids during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time for receipt of bids.

**1.2.01 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL CONDITIONS, SPECIAL NOTES, AND SITE OF WORK.** Examine the site of the proposed work, the Bid Proposal, Plans, specifications, contract forms, and bulletins and addendums posted to Louisville/Jefferson County Metro's website before submitting the Bid Proposal. Louisville/Jefferson County Metro considers the submission of a Bid Proposal prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract.

Professing ignorance or a misunderstanding regarding requirements of the work does not in any way serve to modify the provisions of the Contract.

**1.2.02 WITHDRAWAL OR REVISION OF BID PROPOSALS.** A bidder may withdraw or revise a Bid Proposal after depositing the Bid Proposal with Louisville/Jefferson County Metro, provided Louisville/Jefferson County Metro receives the request for such withdrawal or revision in writing or by telegram before the time set for opening Bid Proposals.

**1.2.03 COMBINATION BID PROPOSALS.** Louisville/Jefferson County Metro may issue Bid Proposals for projects in combination or separately. Submit Bid Proposals on either the combination or the separate projects of the combination. Louisville/Jefferson County Metro reserves the right to make awards on combination bids or separate bids to the best advantage of Louisville/Jefferson County Metro.

**1.2.04 PUBLIC OPENING OF BID PROPOSALS.** Louisville/Jefferson County Metro will publicly open and read all Bid Proposals names at the time and place indicated in the Notice to Contractors, or at any other location the Louisville/Jefferson County Metro Department designates.

**1.2.05 DISQUALIFICATION OF BIDDERS.** Louisville/Jefferson County Metro may consider any of the following reasons sufficient for the disqualification of a bidder and the rejection of the bidder's proposal(s):

1) more than one Bid Proposal for the same work submitted by an individual, firm, or corporation under the same or different name;

2) evidence of collusion among bidders. Louisville/Jefferson County Metro will not recognize participants in such collusion as bidders for any future Department work until Louisville/Jefferson County Metro reinstates such participant as a qualified bidder. Collusive bidding is a violation of the law and may result in criminal prosecution, civil damage actions, and State and Federal administrative sanctions.

## **1.4 CIVIL RIGHTS ACT OF 1964**

Louisville Metro Public Works, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Federal Department of Transportation (49 C.F.R., Part 21), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin.

## **1.5 NOTICE TO ALL BIDDERS**

To report bid rigging activities call: 1-800-424-9071.

The U.S. Department of Transportation (DOT) operates the above toll- free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

## **REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY**



Pursuant to KRS 176.085(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth (“certificate”) from the Secretary of State under KRS14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception.

Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity’s solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx> .

## BUY AMERICA PROVISION

**Buy America Requirement.** Follow the “Buy America” provisions as required by Title 23 Code of Federal Regulations § 635.410. Except as expressly provided herein all manufacturing processes of steel or iron materials including but not limited to structural steel, guardrail materials, corrugated steel, culvert pipe, structural plate, prestressing strands, and steel reinforcing bars shall occur in the United States of America, including the application of:

- Coating,
- Galvanizing,
- Painting, and
  
- Other coating that protects or enhances the value of steel or iron products.

The following are exempt, unless processed or refined to include substantial amounts of steel or iron material, and may be used regardless of source in the domestic manufacturing process for steel or iron material:

- Pig iron,
- Processed, pelletized, and reduced iron ore material, or
- Processed alloys.

The Contractor shall submit a certification stating that all manufacturing processes involved with the production of steel or iron materials occurred in the United States.

Produce, mill, fabricate, and manufacture in the United States of America all aluminum components of bridges, tunnels, and large sign support systems, for which either shop fabrication, shop inspection, or certified mill test reports are required as the basis of acceptance by the Department.

Use foreign materials only under the following conditions:

- 1) When the materials are not permanently incorporated into the project; or
- 2) When the delivered cost of such materials used does not exceed 0.1 percent of the total Contract amount or \$2,500.00, whichever is greater.

The Contractor shall submit to the Engineer the origin and value of any foreign material used.



**Contract ID: KIPDA #1784**

## NON-COLLUSION CERTIFICATION

LOUISVILLE METRO GOVERNMENT

COUNTY JEFFERSON

PROJECT NO. [ ]

I, \_\_\_\_\_, \_\_\_\_\_,  
(Name of officer signing certification) (Title)  
under penalty of perjury under the laws of the United States, do hereby certify that

(Name of Individual, Co-Partnership, or Corporation submitting bid)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

(Signature)

(Title)

PROJECT NO. [ ]

Exceptions:

(Date)

**CERTIFICATION OF PERFORMANCE**

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

I (We) \_\_\_\_\_ proposed (Sub-)Contractor hereby certify that I (We) have \_\_\_\_, have not \_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I (we) have \_\_\_\_, have not \_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under applicable filing requirements.

\_\_\_\_\_  
(Name of Individual, Co-Partnership, or Corporation submitting bid)

\_\_\_\_\_  
(Name of Officer or Authorized Agent)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1) ), and must be submitted by bidders and proposed subcontractors only in connection with the contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EE0-1) is the only report required by the Executive Orders of their implementing regulation.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**CERTIFICATION FOR FEDERAL-AID CONTRACT**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agent.
2. If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid proposal that he or she shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

---

(Name of Individual, Co-Partnership, or Corporation submitting bid)

---

(Name of Officer or Authorized Agent)

---

(Title)

---

(Signature)

---

(Date)

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
EMPLOYMENT REQUIREMENTS  
RELATING TO  
NONDISCRIMINATION OF EMPLOYEES  
(APPLICABLE TO FEDERAL-AID SYSTEM CONTRACTS)  
AN ACT OF THE KENTUCKY GENERAL ASSEMBLY  
TO PREVENT DISCRIMINATION IN EMPLOYMENT  
KRS CHAPTER 344  
EFFECTIVE JUNE 16, 1972**

The contract on this project, in accordance with KRS Chapter 344, provides that during the performance of this contract, the contractor agrees as follows:

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy). The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, disability or age (between forty and seventy), except that such notice or advertisement may indicate a preference, limitation, or specification based on religion, or national origin when religion, or national origin is a bona fide occupational qualification for employment.
3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age (between forty and seventy), in admission to, or employment in any program established to provide apprenticeship or other training.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.



## **EXECUTIVE BRANCH CODE OF ETHICS**

In the 1992 regular legislative session, the General Assembly passed and Governor Brereton Jones signed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (6) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:

- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not as a way to obtain private benefits.

If you have worked for the executive branch of state government within the past six months, you may be subject to the law's prohibitions. The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency.

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502)564-7954.

**FOR BIDS AND CONTRACTS IN GENERAL:**

I. Each bidder or offeror swears and affirms under penalty of perjury, that:

- a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
- b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
- c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
- d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

**FOR “NON-BID” CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS):**

II. Each contractor further swears and affirms under penalty of perjury, that:

- a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.050 to the campaign of the gubernatorial candidate elected in the election last preceding the date of contract award.
- b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS    PAGE 2 OF 2**

- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

\_\_\_\_\_  
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:\_\_\_\_\_

## SECTION II

### GENERAL PROVISIONS

2.1 Payment terms shall be Net 30 days. Proposer agrees that the Metro Government shall not pay late fees or finance charges.

#### 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. 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.
  - I. Proposer shall provide prices for goods as FOB Delivered.
  - J. Performance Bond: The successful Proposer must submit a performance bond satisfactory to the Metro Government executed by a surety company authorized to do business in Kentucky, or otherwise supplied, satisfactory to the Metro Government, in an amount equal to one hundred percent (100%) of the anticipated Metro Government funding for Phase 3 activities.
- 2.3 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 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.

2.4 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.

- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 Proposal Reservations: Metro Government may reject Proposals or any part of them, award contracts in whole or part, waive what it concludes in its discretion are minor problems with Proposals, including but not limited to formalities or technicalities. The Metro Government may consider any alternative Proposal which meets its needs.
- 2.9 Contract Termination: If the Proposer does not perform as required by the contract, the Metro Government may terminate that contract for cause by providing written notice to the Proposer, giving at least thirty (30) days’ notice of the proposed cancellation and the reasons for it. During that time, the Proposer may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if it chooses to.

#### A. Termination for Cause

- (1) Metro Government may terminate a contract because of the contractor’s failure to perform its contractual duties.
- (2) If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified 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.

- 2.10 **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.
- 2.11 **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.
- 2.12 **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.

2.13 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.

2.14 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.

2.15 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.

2.16 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.

- 2.17 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.
- 2.18 **REMEDIES:** In the event of termination of the Contract by the Metro Government due to a breach by the Contractor, then the Metro Government may procure services outstanding from another contractor and the Contractor shall be liable for additional re-procurement costs incurred by the Metro Government. The Metro Government also shall be entitled to any other equitable and legal remedies that are available. Except as expressly contained in the Contract, the remedies for a breach of that Contract shall not be exclusive, or construed as a limitation on any other equitable and legal remedies that are available or may become available.



## **REQUIRED FEDERAL TERMS**

Per 49 CFR 18.36:

1. Contractor agrees to provide the Purchaser, the United States Department of Transportation Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the U.S. Department of Transportation, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
3. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. See KRS 45A.351.
4. Clean Water –
  - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the Department of Transportation and the appropriate EPA Regional Office.
  - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the United States Department of Transportation.
5. Clean Air –
  - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the U.S Department of Transportation and the appropriate EPA Regional Office.
  - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Justice.
6. The Contractor agrees to comply with Executive Order 11738 and EPA regulations, including but not limited to 40 CFR 15.
7. **Copyrights** –
  - a. The United States Department of Transportation reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
    - i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
    - ii. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

8. **Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:
- a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Metro Government and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the United States Department of Transportation is ultimately notified.
  - b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Metro Government and the Contractor agree to take the necessary actions to provide, through the United States Department of Transportation, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
  - c. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the United States Department of Transportation.
9. The Contractor agrees that the reporting requirements contained in 10 CFR 600.240 and 600.241 apply to this Contract and further agrees to abide by any of the requirements therein applicable to it.
10. This contract is a covered transaction for purposes of 29 CFR Part 98. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 29 CFR 98.995, or affiliates, as defined at 29 CFR 98.905, are excluded or disqualified as defined at 29 CFR 98.940 and 98.945.

The contractor is required to comply with 29 CFR 98, Subpart C and must include the requirement to comply with 29 CFR 98, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by The United States Department of Transportation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the United State Department of Transportation, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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): \_\_\_\_\_

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**

\_\_\_\_\_  
Craig Bowen, Director of Purchasing

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

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

**A. The following clause shall be added to the 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 including Metro's interest as property owner ."**

**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:**

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form on a primary noncontributory**, with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury and Property Damage, including:
  - a. Premises - Operations Coverage
  - b. Products and Completed Operations
  - c. Contractual Liability
  - d. Broad Form Property Damage
  - e. Independent Contractors Protective Liability
  - f. Personal Injury
2. **WORKERS' COMPENSATION** (if applicable) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY** - **\$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.
3. **PROPERTY OF OTHERS** – covering Metro's property leased or left in the care, custody and control of the contractor. Coverage shall be written on an All Risk, Replacement Cost basis at a **limit** sufficient to cover the property as established in Phase III of this agreement.

### III. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI" and a "stable" outlook, unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division.

### IV. **MISCELLANEOUS**

- A. The 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  
Purchasing Division  
Risk Management 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 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 requires the insurance policy(s) 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 the 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 the Contractor.

## SECTION VI

### SCHEDULE OF PAY ITEMS

#### BID SHEET

#### UNIT PRICES

The following unit prices are based on estimated quantities.  
Final payment quantities shall be based on actual in-place quantities.

#### Phase One – Business Plan

The first phase will include designing the coverage area and density of the system, siting potential station locations; defining expected system costs, developing funding strategies including user fee structure, sponsorship opportunities and public/private funding, detailed operating and maintenance budget (both pre-launch and on an annual basis), including employee expense, direct expenses, and bicycle/ station maintenance hard costs. The business plan is to include specific marketing, advertising and sponsorship strategies. Upon completion of the business plan, the contractor will obtain letters of intent from potential sponsors.

**Phase One Base Price \$** \_\_\_\_\_

#### Phase Two – Deployment (Assume 20 stations, 10 bicycles per station)

Once the bicycle share station locations are determined in Phase 1, Louisville Metro will obtain all permits and property access for the bicycle share stations. Metro will provide all design documents, right-of-way certificates, NEPA documents, easement acquisition, and coordination with the Kentucky Transportation Cabinet. Louisville Metro will coordinate the station/bicycle purchase, unpacking and assembling, station installation and bicycle distribution.

Services to be performed by the contractor include review of plan sets, development of station/bicycle specifications, cost estimates, and supporting bid assistance.

**Phase Two Base Price \$** \_\_\_\_\_

**Total Base Bid for Phases 1 and 2: \$** \_\_\_\_\_

#### Phase Three – System & Station Management

After installation of the bike share system, the third phase will include the first two years of operation of the bicycle sharing program. Services to be performed in the third phase will include staffing, system and station management, fee collection, member services, marketing, sponsorships, and customer service.

Phase three will include annual performance reports and presentations to elaborate on public response to the system by establishing evaluation metric related to ridership, projected vehicle trip reductions, and private buy-in to sponsorships; the performance report will elaborate on engagement of significant future partners for widening the reach of the network.

**Percentage of System & Station Management Costs Provided by Contractor** \_\_\_\_\_%

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 anticipated Metro funding for Phase 3 activities.

**COMPANY NAME :** \_\_\_\_\_



## SECTION VII

### GENERAL SPECIFICATIONS

**General:** Louisville Metro Government is soliciting Requests for Proposals from qualified firms or organizations interested in providing services for a flexible and automated on-demand bicycle sharing system. The system will allow people to rent bicycles at low cost within a specified network of stations, and return them to any other station within the system. The program is intended to be launched in fiscal year 2015 (FY15).

Louisville Metro Government intends to enter into a contract for planning, deploying and management of a self-sufficient, independently operated bike share system requiring no City capital or operating expenditures beyond the first two (2) years of deployment. Key metrics of a successful bike share program will include:

- The system should allow for bicycles to be accessed from self-service terminals or kiosks by subscribers and walk-up renters. A subscriber shall be able to register via a web site or smart phone, submit payment data, and execute a user agreement. Subscriptions should be annual, with an automatic renewal option. Shorter subscriptions periods (weekly or monthly) should also be made available.
- Walk-up renters (tourists, first-time users, etc.) shall be able to rent bicycles directly at the stations, including submitting credit cards, registering, and executing a user agreement.
- The system has the ability to maximize the use of bike sharing by making it inviting and simple to use for first-time riders. Attracting, retaining, and increasing ridership requires providing the highest quality back-end operation, maintenance, and customer service possible. Distribution of bikes throughout the system at all times, excellent station maintenance and safe bicycle working conditions, as well as addressing customer needs are critical factors.

The intent of Louisville Metro Government is to provide the selected respondent with sufficient resources, including planning costs, system start-up costs and assistance with station locations for a successful bike share network to be launched in FY15.

#### **Technical or Required Services:**

##### Phase One – Business Plan

The first phase will include designing the coverage area and density of the system, siting potential station locations; defining expected system costs, developing funding strategies including user fee structure, sponsorship opportunities and public/private funding, detailed operating and maintenance budget (both pre-launch and on an annual basis), including employee expense, direct expenses, and bicycle/ station maintenance hard costs.

**Station Plan and Service Area:** The successful Proposer will work with Louisville Metro Government to provide a station plan analysis and service area plan with a list of ready-to-permit station locations. The station plan will include the methodology for determining the station locations and service area. Station locations should emphasize maximizing ridership while minimizing the loss of on-street parking revenue. Louisville Metro Government's research suggests Louisville's Central City is able to support a network of stations; however, Proposers are invited to submit a service area and station plan that they think best serves Louisville and can be supported by the Proposer's system funding and revenue sharing plan.

The station area plan and methodology must incorporate a plan to provide access for underserved populations. Proposers are encouraged to submit plans that serve the Central Business District (CBD), with optional satellite stations serving a last mile connection from a high capacity transit stop or a neighborhood business district with sufficient trip demand to support a bike share station. The successful Proposer will, to the extent feasible, integrate the bike sharing payment systems into existing transit and parking systems in Louisville.

**Marketing Plan:** The successful Proposer will propose appropriate branding and identity decisions to Louisville Metro, and market bike sharing in Louisville Metro with the goal of supporting a successful program in the first year of operation. These requirements include:

1. Development of brand, image, logo and marketing plan for the bike sharing system. Louisville Metro Government will have final say on system branding, logos and images.
2. Development of website, web-based applications, and smart-phone applications appropriate for system.
3. Identifying target markets with estimated percentages of user demographics.
4. Identifying key messages for different target markets.
5. Identifying social media strategies.
6. Identifying strategies to engage low-income users and traditionally under-represented groups including communities of color, immigrants, refugees and individuals that do not use traditional banking services.

**Pricing Strategy, Payment Systems, and Marketing Plan:** The successful Proposer will develop a plan that addresses maximizing ridership and net revenue as well as low income patron access. The successful Proposer shall provide at least two membership and user-fee pricing models with ridership and net revenue projections for each model for comparison.

#### Phase Two – Deployment

**Payment Systems:** Louisville Metro Government will own the bike share system since Federal funds will be used to purchase the bikes and the stations. Once the bicycle share station locations are determined in Phase 1, Louisville Metro will obtain all permits and property access for the bicycle share stations. Metro will provide all design documents, right-of-way certificates, NEPA documents, easement acquisition, and coordination with the Kentucky Transportation Cabinet. The successful Proposer will assist Louisville Metro in determining the type of bicycles and stations that are functional and appropriate for deployment in Louisville Metro. Louisville Metro will coordinate the purchase, assembly and installation of the stations and bicycles.

Services to be performed by the contractor in the second phase will include bid assistance in the form of review of plan sets, development of specifications, cost estimates, and bid assistance.

#### Phase Three – System & Station Management

The third phase will include, but not be limited to, the on-going operation of the bicycle sharing program through staffing, system and station management, member services, marketing, collection of payments in a manner that is consistent with Louisville Metro Government requirements and State Laws including identifying any third party vendors involved in the collection of payments and working with Louisville Metro Government partner financial institutions to process credit card payments (convenient payment mechanisms for non-credit card holders should also be provided, if feasible), maintaining sponsorships, and customer service.

The successful Proposer will enter into a Services Contract with the City to operate a bike sharing system for two (2) years. The intent of Louisville Metro Government is to provide the selected respondent with sufficient resources, including planning costs, system start-up costs and assistance with station locations for the first two (2) years of deployment. The Proposer shall be responsible for the day-to-day operation and maintenance of the bike sharing system. Operation includes, but is not limited to, continuous (24-hour) operation and management of the system, 24-hour customer service and support, maintenance, an agreed upon minimum percentage of fleet operable at any time, and system monitoring and balancing. Such maintenance shall include, but is not limited to, inspecting and repairing bicycles, cleaning and removing graffiti from the system structures on a timely basis, including removal of debris, snow and ice in and around the system structures, preventive maintenance and prompt repairs.

Phase three will include annual performance reports and presentations to elaborate on public response to the system by establishing evaluation metric related to ridership, projected vehicle trip reductions, and private buy-in to sponsorships; the performance report will elaborate on engagement of significant future partners for widening the reach of the network.

#### Phase Four – Ongoing System & Station Management

The bike share program is envisioned as a self-sufficient, independently operated bike share system requiring no City capital or operating expenditures beyond the first two years of operation. At the conclusion of the first two (2) years of deployment (Phase Three), Louisville Metro will negotiate an operation contract for an additional five (5) year period with an option to renew for an additional five (5) year period with the selected contractor.

At the conclusion of the first two (2) years of deployment, Louisville Metro will lease the bicycles/stations to the contractor for a period of 5-years with an option to renew the lease for an additional 5 years.

**Key Points of the Proposal:**

- Keen understanding of Louisville Metro and its unique characteristics
- Concise and comprehensive implementation plan for all Phases
- Projected Costs of Implementation for all Phases
- Business Plan
- Sponsorship sign-on strategy
- Marketing Strategy
- Timeline for Implementation
- Locations Plan
- Performance Standards/Evaluation
- Customer Service
- State-of-the-art stations, cycles, terminals, networking, and system components.
- Describe the specifications of the hardware, technology, and software (i.e. solar powered, cell enabled, PCI-Compliant, GPS, etc.)
- Operation/Maintenance Plan
- Creation of Green Jobs
- Ability to track system use and performance
- Integration and Expansion of the System

The above list is not all-inclusive. It is expected that the proposal will include technical discussions recommending additions, deletions, unique features, examples, and best practices. Louisville Metro Government is not interested in proposals recommending E-Bikes or any motorized assisted bicycles.

**Deliverables and Schedule**

Deliverables shall be considered those tangible work products such as reports, draft documents, data, interim findings, drawings, schematics, training, meeting presentations, final drawings and reports. Deliverables and schedule for this project shall include:

<u>Description</u>	<u>Estimated Completion Date</u>
1. Business Plan	December 2013
2. Deployment	Fall 2014
3. Operations and Maintenance Agreement (FY 2014-2015)	Fall 2014
4. Operations and Maintenance Agreement (FY 2016-2020)	Fall 2016

All deliverables and resulting work products from this contract will become the property of the Louisville Metro Government.

## **Retention of Documents**

The Contractor shall maintain throughout the term of the Contract, and retain for not less than four years after completion thereof, complete and accurate records of all Contractor's costs which relate to the work performed, including the extra work, under the terms of the Contract. Metro, or its authorized representative, shall have the right at any reasonable time to examine and audit the original records.

Business records to be maintained/retained by the Contractor shall include, but not be limited to:

1. Payroll records accounting for total time distribution of the Contractor's employees working full- or part-time on the work;
2. Invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items;
3. Paid invoices and canceled checks for materials purchased, subcontractors, and any other third parties' charges;
4. Original estimate and change order estimate files and detailed worksheets;
5. All project-related correspondence including email or electronic communication by any individual of Metro. This includes the ability to maintain, recover, and reproduce, all emails sent or received concerning this project; and including any attachments to said emails
6. Subcontractors and supplier change order files (including detailed documentation covering negotiated settlements).

Metro shall also have the right to audit: any other supporting evidence necessary to substantiate charges related to this contract (both direct and indirect costs, including overheard allocations as they may apply to costs associated with this agreement); and any records necessary to permit evaluation and verification of Contractor compliance with contract requirements and compliance with provisions for pricing change orders, payments, or claims submitted by Contractor or any payees thereof. The Contractor shall also be required to include the right to audit provision in the contracts (including those of a lump-sum nature) of all subcontractors, insurance agents, or any other business entity providing goods and services.

## **SECTION VIII**

### **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:

**The Statement of Proposals will be reviewed and evaluated by a selection committee according to the firm/project team's relevant knowledge and experience in the elements described in the summary of services requested and the ability to undertake and complete the project in a timely manner. Specific evaluation criteria will include the following:**

- A. Demonstrated capacity to provide requested services (5 points)**
- B. Ability and expertise of the firm's key personnel (20 points)**
- C. Past experience with similar projects (20 points)**
- D. Familiarity with Louisville Metro geography for bike share station placement, and population as it relates to bike share (5 points)**
- E. References (10 points)**
- F. Cost of services (20 points)**
- G. Percentage of System & Station Management Costs provided by contractor (20 points)**

The sum of the above evaluation criteria has a maximum value of 100 points.

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

- Economic Growth and Innovation
- Department of Public Works and Assets
- Office of Management and Budget

#### **Debarment and Suspension**

To prevent fraud, waste and abuse in federal transactions, persons or entities that, by defined events or behavior, potentially threaten the integrity of federally administered programs are excluded from participation in federally-assisted programs.

Louisville/Jefferson County Metro will not enter into any third-party or agreement with any party included in the "US General Services Administration's List of Parties Excluded from Federal Procurement or Non- procurement Programs." Listing of excluded parties can be located at: <http://www.epls.gov>.