

Sole Source:        Yes X No

1. Legal Name of Contractor: Energy Savers LLC

2. Address: 12303 Dixie Hwy

3. City, State, & Zip: Louisville, KY 40272

4. Contractor Contact Person: Linda Glenn

5. Phone: 502-553-8597 Email: Linda@EnergySaversLouisville.com

6. Revenue Commission Taxpayer ID#: \_\_\_\_\_

7. Federal Tax ID # (SSN if sole proprietor): \_\_\_\_\_

8. Requesting Department: Develop Louisville

9. Contact Person Name & Telephone: Mrs. Christina Stanley 502-574-6030 or Michael Miles 574-3626

10. Not to exceed amount: \$ 250,000

11. Are expenses reimbursed? No

12. If yes list allowable expenses and maximum amount reimbursable: n/a

13. Beginning and ending date of the contract: March 4, 2016 to February 28, 2017

14. Funding Source CDBG, Weatherization Federal Funds ☐ yes ☒ no

15. Scope & Purpose of the contract:

**To weatherize/insulate homes to be safe warm and dry.**

Department Director: \_\_\_\_\_ Date: 6/27/16  
Purchasing Director: Joel Newman \_\_\_\_\_ Date: 6/27/16  
County Attorney: [Signature] \_\_\_\_\_ Date: 7/1/16  
*The County Attorney has written the attached Professional Service Contract or Sole Source Contract and has approved that document as to the legality of the instrument itself only and as to its form.*

Contractor is registered and in good standing with the Revenue Commission  
Human Relations Commission requirements have been met  
Insurance requirements have been satisfied  
If federally funded, Federal Debarment standing has been verified

Revised – November 2014

**WRITTEN FINDINGS**

**EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

\_\_\_\_\_ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **\*\* Mayors Approval required for emergency purchases exceeding \$10,000.**

\_\_\_\_\_ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

X \_\_\_\_\_ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

\_\_\_\_\_ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

\_\_\_\_\_ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

\_\_\_\_\_ F. The contract is for proprietary items for resale.

\_\_\_\_\_ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

\_\_\_\_\_ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

\_\_\_\_\_ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

\_\_\_\_\_ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

\_\_\_\_\_ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

\_\_\_\_\_ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

\_\_\_\_\_  
Requesting Department Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
\*\*Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
\*\*Signature is required only for Written Finding A

\_\_\_\_\_  
OMB/Purchasing Approval

\_\_\_\_\_  
Date

OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT  
DEVELOP LOUISVILLE  
LOUISVILLE, KENTUCKY

GREG FISCHER  
MAYOR

GABRIEL FITZ  
DIRECTOR

**To OMB  
Contract Information**

RE:

**LINE ITEM 15:**

**Scope & Purpose of the contract:**

Service provider will contract to provide services through their employees or through subcontractors to perform weatherization measures as prescribed through an itemized scope of work that is based on the required weatherization Health and Safety needs of each customer.

The services provided must be in strict compliance with the Weatherization Program Manual that has been submitted by the Kentucky Housing Corporation (KHC) as the weatherization grant facilitator.

Weatherization Health and Safety Measures, as dictated by the aforementioned Weatherization Program Manual, may consist of the following work: installation of insulation, air infiltration sealing, and dwelling needs evaluation, blower door testing, structural and mechanical repairs. With the performance of these items our customer's residence should be a safer, warmer and increased energy efficient structure.

The process outlined below shall be followed by the contractor in their performance of fulfilling the proposed contract. By request of this Personal Service Contract ("PSC"), the contractor has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services. The contractor is currently a member of the Metro's Approved Contractor List ("ACL"), as developed and implemented in accordance with the United States Department of Energy State Plan/Master File Worksheet.

Therefore, we are requesting a PSC for **Energy Savers, LLC** and the work shall be performed based on the prescribed scope of work.

**I. SCOPE OF WORK**

A. No work will be guaranteed under Contract. Instead, Contractor shall bid for private home weatherization work subject to the following procedures, which shall comply with and come directly from the United States Department of Energy State Plan/master File Worksheet, which is attached hereto and fully incorporated as *Attachment A*. Contractor and "Metro" shall comply with all requirements contained within the Worksheet.

B. The bidding procedures for this Contract are as follows:

**LOUISVILLE FORWARD**

[www.louisvilleky.gov](http://www.louisvilleky.gov)

HOUSING & COMMUNITY DEVELOPMENT 444 S. 5<sup>th</sup> STREET, LOUISVILLE, KENTUCKY 40203 502.574.8031 FAX 502. 574.6215

OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT  
DEVELOP LOUISVILLE  
LOUISVILLE, KENTUCKY

GREG FISCHER  
MAYOR

GABRIEL FITZ  
DIRECTOR

1. After Metro or its representative has performed a dwelling needs evaluation, Metro shall:
  - a. Send letters to the Contractor and each Contractor on the ACL list who has executed a Contract with Metro. These letters shall include an invitation to bid, work orders, all applicable forms, and the deadline for submitting the bid.
2. The Contractor shall submit its bid, if the bid is for HVAC work, on the form called "WX 900P, Work Order", which form is attached hereto and fully incorporates herein as *Attachment B*. The Contractor shall submit their bid, if the bid is for work other than HVAC work, on the form called "WX 900, Work Order", which form is attached hereto and fully incorporated herein as *Attachment C*.
3. Metro shall notify the winning Contractor. The Contractor and Metro shall sign the Agency/Contractor Agreement (Form WX-14), a sample of which is attached hereto and fully incorporated herein as *Attachment D*.
- E. The Contractor shall comply with the terms of the *Attachment E*, attached hereto and fully incorporated herein.

**II. FEES AND COMPENSATION**

- A. Metro shall pay Contractor within 30 days of receipt of Contractor's detailed invoice for work completed, once all work has been inspected to Metro's satisfaction
- B. Total compensation payable to Contractor for services rendered pursuant and shall not exceed **TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00).**

**III. DURATION**

- A. Agreement shall begin May 1, 2016 and shall continue through June 30, 2017.

**LOUISVILLE/JEFFERSON COUNTY**

**LOUISVILLE FORWARD**

[www.louisvilleky.gov](http://www.louisvilleky.gov)

HOUSING & COMMUNITY DEVELOPMENT 444 S. 5<sup>th</sup> STREET, LOUISVILLE, KENTUCKY 40203 502.574.8031 FAX 502.574.6215

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT**, herein referred to as **"METRO GOVERNMENT"**, and **ENERGY SAVERS, LLC**, with a mailing address of 12303 Dixie Highway, Louisville, Kentucky 40272, herein referred to as **"CONTRACTOR"**,

### **WITNESSETH:**

**WHEREAS**, the Metro Government is in need of weatherization work to be performed on private homes pursuant to federal and state grant programs in order to make the homes more energy efficient; and

**WHEREAS**, the Contractor has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

**WHEREAS**, the Contractor is currently a member of the Metro Government's Approved Contractor List ("ACL"), as developed and implemented in accordance with the United States Department of Energy State Plan/Master File Worksheet for Program Year 2016.

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

**I. SCOPE OF WORK**

**A.** Contractor agrees that no work is guaranteed under this Contract. Instead, Contractor shall bid for private home weatherization work subject to the following procedures, which shall comply with and come directly from The United States Department of Energy State Plan/Master File Worksheet for Program Year 2016

("Worksheet"), which can be found at <http://kyhousing.org/Development/Single-Family/Pages/Weatherization-Assistance-Program-Resources.aspx>. Contractor and the Metro Government shall comply with all requirements contained within the Worksheet. All Worksheet terms and conditions are hereby incorporated herein as if fully set forth in this Contract.

**B.** The bidding procedures for this Contract are as follows:

1. After the Metro Government has performed a dwelling needs evaluation, the Metro Government shall:
  - a. Send letters to the Contractor and each Contractor on the ACL list who has executed a Contract with the Metro Government.
    - i. These letters shall include an invitation to bid, work orders, all applicable forms, and the deadline for submitting the bid.
2. The Contractor shall submit its bid as required by the Worksheet.
3. The Metro Government shall review the bid and compare it with the Metro Government's estimate for the work.
  - a. The Contractor's bid must fall within a range of ten percent (10%) of the Metro Government's estimate in order to be eligible for contract award consideration.
  - b. From the pool of eligible bids, the Metro Government shall determine which bid is lowest and best evaluated.
4. If all bids exceed the ten percent (10%) limitation, the Metro Government shall return all bids to the bidders for re-bid.
  - a. If the second bid exceeds the estimate, the Metro Government shall review the Work Order and award the work to the lowest and best evaluated bid.
5. The Metro Government shall notify the winning Contractor and the Contractor and the Metro Government shall sign the Agency/Contractor Agreement (Form WX-14), which can be found at: <http://kyhousing.org/Development/Single-Family/Pages/Weatherization-Assistance-Program-Resources.aspx>

E. The Contractor shall comply with the terms of Attachment A attached hereto and fully incorporated herein.

## II. FEES AND COMPENSATION

A. The Metro Government shall pay Contractor within 30 days of receipt of Contractor's detailed invoice for work done for a bid job, once all work on that job has been completed by the Contractor, provided all work has been completed to the Metro Government's satisfaction. Contractor's invoice shall include the Contractor's bid for the work done. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)**.

B. The Metro Government shall not reimburse out of pocket expenses under this Agreement.

C. Contractor, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings. In no event will the Metro Government pay bills which are considered to be double billing (i.e. billing two different parties for the same work).

## III. DURATION

A. This Agreement shall begin March 4, 2016 and shall continue through and including February 28, 2017.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of

fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Contractor of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

#### **IV. EMPLOYER/EMPLOYEE RELATIONSHIP**

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Contractor to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

#### **V. RECORDS-AUDIT**

Contractor shall maintain during the course of the work, and retain not less than five years from the date of final payment on this Agreement, complete and accurate records of all of Contractor'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 Contractor shall include (without limitation): (a) payroll records accounting for total time distribution of Contractor'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 Contractor'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.

#### **VI. INSURANCE REQUIREMENTS**

Insurance coverage shall be required of Contractor in accordance with Attachment B attached hereto.

#### **VII. HOLD HARMLESS CLAUSE**

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in

no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

#### **VIII. REPORTING OF INCOME**

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Contractor agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Contractor further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

#### **IX. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the 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 this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

#### **X. AUTHORITY**

The Contractor, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

**XI. CONFLICTS OF INTEREST**

**CONFLICTS OF INTEREST**

Pursuant to 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 therefor, 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 therefor.

(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.

## **XII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement 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 that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

### **XIII. OCCUPATIONAL HEALTH AND SAFETY**

Contractor 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. Contractor also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Contractor performs work under this Agreement. Contractor 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.

### **XIV. SUCCESSORS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

### **XV. SEVERABILITY**

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

### **XVI. COUNTERPARTS**

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

#### **XVII. CALCULATION OF TIME**

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Contractor is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

#### **XVIII. CAPTIONS**

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

#### **XIX. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS**

The 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.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND  
LEGALITY CONTINGENT  
UPON APPROVAL OF  
OF THE APPROPRIATION FOR  
THIS CONTRACT BY THE  
METRO COUNCIL

  
MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY


LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT

  
GABE FRITZ, DIRECTOR  
OFFICE OF  
HOUSING AND COMMUNITY  
DEVELOPMENT

Date: 7/11/16

Date: 11/15/16

ENERGY SAVERS, LLC

By: Linda Glenn 

Title: owner

Date: 7-29-16

Taxpayer Identification No. 3  
(TIN):

Louisville/Jefferson County  
Revenue Commission Account  
No.:

Housing - Contract for Home Weatherization with Energy Savers LLC Fiscal Year 2016-2017 063016 - [pr]

## **ATTACHMENT A – REQUIRED FEDERAL TERMS**

Per 10 CFR 600.236, 24 CFR 85.36 and 2 CFR 200:

1. Contractor agrees to provide the Purchaser, the United States Department of Energy Administrator, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
3. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the U.S. Department of Energy, the United States Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
4. Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
5. 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.
6. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
7. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
8. 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 Energy, the United States Department of Health and Human Services 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 Energy or the United States Department of Health and Human Services.
9. 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 Energy, the United States Department of Health and Human Services 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 Energy or the United States Department of Health and Human Services.
- 10. The Contractor agrees to comply with Executive Order 11738 and EPA regulations, including but not limited to 40 CFR 15.
- 11. Copyrights –
  - a. The United States Department of Energy and the United States Department of Health and Human Services reserve 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.
- 12. 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 Energy and the United States Department of Health and Human Services are 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 Energy and/or the United States Department of Health and Human Services, 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 Energy or the United States Department of Health and Human Services.
- 13. 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.
- 14. 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 Energy and the United States Department of Health and Human Services. 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 Energy and the United States Department of Health and Human Services, 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.

15. TITLE VI The Metro Government and Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et. seq.) and all implementing regulations and executive orders, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this bid or any contracting resulting from it on the basis of race, color, age, religion, sex, disability, sexual orientation, gender identity, or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this contract.
16. The Contractor shall comply with the requirements of 2 CFR 200.

## ATTACHMENT B

### INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS

#### I. INSURANCE REQUIREMENTS

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

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

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

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

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

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

- f. Personal Injury
- 2. **AUTOMOBILE LIABILITY**, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
- 3. **WORKERS' COMPENSATION (IF APPLICABLE)** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

#### **ACCEPTABILITY OF INSURERS**

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

#### **MISCELLANEOUS**

- A. Contractor shall procure and maintain insurance policies as described herein and for which the **Louisville/Jefferson County Metro Government's Purchasing Division** shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro at least fifteen (15) days prior to the expiration of any policy(s).
- B. **Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:**  
  
Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Purchasing Division  
611 West Jefferson Street  
Louisville, Kentucky 40202
- C. **Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:**  
  
Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Risk Management Division  
611 West Jefferson Street  
Louisville, Kentucky 40202
- D. **CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro's Risk Management Division of any policy cancellation**

**within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro's Risk Management Division within two (2) business days. If Contractor fails to notify Metro as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.**

- E. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of Contractor hereunder. It is expressly understood that Metro does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of Contractor.