



Invitation To Bid

Louisville/Jefferson Co Metro Government

Bid Number:	1892	ORIGINAL	Revision:	0
			Date:	09-SEP-09

Sealed bids will be received until 3.00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3.00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

Mark envelope with Bid Number, Reply By Date and Address to:
Metro Purchasing Department 611 West Jefferson Street Mezzanine Level Louisville, KY 40202

Reply By: 24-SEP-09

Description

- 1 Price Contract for Louisville Metro to provide a portion of their requirements for Professional Roofing Services for Metro Facilities for a twelve month period per the attached specifications.

Set #7

Digital Planroom
www.lynnimaging.com

DELIVERY TIME: _____ (# of days A.R.O.)	FIRM NAME: <u>Wheatley Roofing Co., Inc.</u>
We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.	OFFICIAL'S SIGNATURE: <u><i>Brentley Wheatley</i></u>
UNSIGNED BIDS WILL NOT BE CONSIDERED	ADDRESS: <u>811 W. St. Catherine St.</u> <u>Louisville, Ky. 40203</u>
	PHONE: <u>(502) 589-4992</u>
	DATE: <u>9/23/09</u>

STANDARD TEXT

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number [REDACTED] and your Federal Tax Identification Number [REDACTED]. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to 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 said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number (502) 589-0663.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(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 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, 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



Invitation To Bid

Bid#: 1892

Louisville/Jefferson Co Metro Government

Standard Text

RENEWAL OPTION:

Metro Government reserves the right to renew & extend contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions, 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/extend will be sent prior to the expiration date.

Metro Government reserves the right to issue a separate bid for this product / service when it is in it's best interest.

Any Kentucky Public Procurement Agency will have the option of making purchases or establishing a Price Contract under the terms and conditions of this bid.

Contractor shall notify Louisville-Jefferson County Metro Purchasing of any change in their status within 30 days of the change.

The prices on the resulting contract shall be the maximum that will be charged for the covered products and/or services. Any requested increase of these prices shall be requested in writing to the Metro Division of Purchasing. The Division of Purchasing will either accept or decline the request. Increases shall not be effective until approval is received in writing.

Metro Government will accept no price increases for the first year of the annual price contract. 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, Purchasing may either accept the price change or cancel the contract.

If you have any questions concerning the Purchasing Requirements of this solicitation please call Max Bradley at (502) 574-6430.

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

If you do not plan to sub-contract any of this work, you must complete and sign Form GFE-1 to indicate work will be self-performed.

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.



Invitation To Bid

Louisville/Jefferson Co Metro Government

Bid#: 1892

All work to be performed in a neat and workmanlike manner conforming to all existing codes governing same and be approved by the Louisville/Jefferson County Metro Government.

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 therefore.

(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.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

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

Louisville/Jefferson Co Metro Government CONDITIONS

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representating a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. 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.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

PLEASE READ CAREFULLY

This Invitation for Bids contains a signature page at the end of the document. By signing the signature page, the Bidder agrees to be bound by the following terms and conditions:

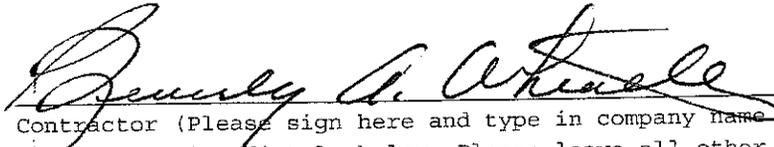
Bidder agrees that this document shall become the final contract and shall be legally bound by the bid document including all terms, conditions and specifications contained in the Invitation for Bids.

Bidder acknowledges that the individual signing the bid document for the Bidder has the authority to contractually and legally bind Bidder to the bid document and all terms, conditions and specifications contained therein.

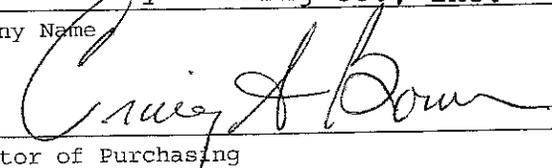
Once this Invitation for Bids document has been signed and received by the Purchasing Department of the Metro Government, Bidder will not be allowed to change, alter, amend or withdraw their bid except with the express permission of the Director of Purchasing or in accordance to law.

In accordance with Condition #2 attached to the Invitation, if the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

SIGNATURE PAGE


Contractor (Please sign here and type in company name on line
immediately below. Please leave all other lines blank)

Wheatley Roofing Co., Inc.
Company Name


Director of Purchasing

Contract Term:
Effective: 10-15-09

Expires: 10-14-10

Items Covered:
All:

See Attached:

The Invitation for Bid and response will become part of the contract

LIVING WAGE PREFERENCE

Ordinance 91, Series 2003 establishes a preference for businesses, which provide their employees a minimum wage equal to or exceeding the minimum wage set forth in Section I of the ordinance as of July 1, 2003. That amount is currently \$9.00/hour for all full time employees.

If supplies or services are to be purchased by competitive sealed bidding, or by competitive negotiation, and the supplies or services are available from a minimum wage business, the bid price or cost quoted by each minimum wage business shall be reduced by 5% for the purpose of determining the lowest bid price; however nothing in the ordinance prohibits the awarding of contracts by Metro Government on the basis of evaluated bid price.

In order to qualify for the 5% preference under Section II of the ordinance, if a contract is for services, and a bidder or offeror uses subcontractors to perform all or part of the work required under the contract, the bidder or offeror shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.

If a business holds itself out as a minimum wage business by indicating so below, and is subsequently awarded a contract, then it is later discovered that such information was falsely provided, such business will be liable to the Metro Government equal to 30% of the amount of the contract awarded.

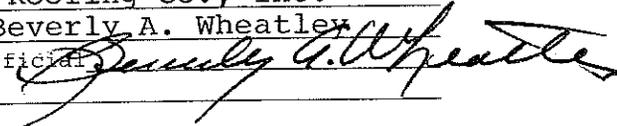
If a minimum wage business is awarded a contract under this ordinance, then such business shall post a sign of the applicable minimum wage rate set forth in this ordinance in a conspicuous place and manner so as to inform employees and the public alike that such business pays its employees wages at least commensurate with the applicable minimum wage rate established by this ordinance.

If you meet the requirements of this ordinance and wish to claim certification as a minimum wage business for this bid please sign in the space below.

I certify that my business meets the requirements of Ordinance 91, Series 2003 and wish to be certified as a minimum wage business for this bid. (This page shall be included with bid submission)

Company Name Wheatley Roofing Co., Inc.

Authorized Official (Print) Beverly A. Wheatley

Signature of Authorized Official 

Title President

Date 9/23/09

LOCAL VENDOR PREFERENCE APPLICATION

To qualify for local vendor preference a business must:

- Have been established in the Louisville Metropolitan Statistical Area, as defined by the United States Census Bureau (MSA) for twelve (12) months and have an up to date local tax identification number on the date of the bid opening.
- Have its headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least seven (7) years prior to the bid date.
- The city or county which the business is located in must have a reciprocal ordinance which recognizes businesses located in the Louisville MSA as a local business for the purpose of a procurement preference. A copy of the reciprocal ordinance shall be included with your bid.
- Utilizes local businesses to furnish at least 75% of the services under a contract unless such services are not available locally.
- Submit this completed form with your submitted bid. Incomplete applications or applications submitted after the bid opening will not be considered.

If you meet the above criteria and wish to apply for Local Vendor Preference on this bid please fill out the information at the bottom of this page. Incomplete applications will not be considered. The preference you will receive is 5% of your bid total or 5 points added to your evaluated bid total.

If a vendor is deemed a local vendor for the purposes of this preference on the basis of false information the vendor will be subjected to a fine equal to 25% of the contract price.

Any vendor who is denied local business status may petition the Director of Purchasing within 5 days of the denial. The petition shall outline the reasons why the local vendor status should be awarded. The Director of Purchasing will set a hearing for the petition. The decision of the Director will be final.

Any vendor may challenge in writing within three (3) business days following the day of in which a contract is awarded for a project the grant of a local vendor preference to another vendor. The challenge shall outline why the local vendor preference should not have been awarded. A hearing will be set by the Director of Purchasing who will hear the challenge and render a decision. The decision of the Director will be final.

You may request a complete copy of this Ordinance from the Louisville-Jefferson County Metro Purchasing Department.

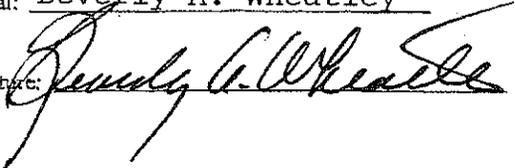
.....
Company: Wheatley Roofing Co., Inc.

Address: Street 811 W. St. Catherine St.

City Louisville County Jeff. State Ky. Zip 40203

Revenue Commission Number:

Official: Beverly A. Wheatley

Signature: 

Date: 9/23/09

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!

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>

JERRY E. ABRAMSON
MAYOR

CAROLYN MILLER-COOPER
EXECUTIVE DIRECTOR



OFFICE: 502.574.3631
FAX: 502.574.1216
TDD: 502.574.4332

HUMAN RELATIONS COMMISSION

410 WEST CHESTNUT STREET, SUITE 300A
LOUISVILLE, KENTUCKY 40202

March 16, 2009

Ms. Beverly Wheatley
Wheatley Roofing Co., Inc.
811 W. St. Catherine St.
Louisville, KY 40203

RE: MINORITY, FEMALE OR HANDICAPPED CERTIFICATION FOR
METRO LOUISVILLE, ORDINANCE 140, SERIES 1988

March 16, 2009 to February 17, 2010

Dear Ms. Wheatley:

Your business has met the reciprocal certification requirements for the Minority, Female, or Handicapped Business Enterprise Ordinance of the Louisville Metro.

This certification will need to be renewed before February 17, 2010. Please contact this office at least two weeks before the expiration date.

If you change the name of your company, move, change telephone numbers, or any other substantial change to the structure, ownership, or control of the company, you must advise this agency of the changes in writing immediately.

If you have any questions, please contact me at (502) 574-3635.

Respectfully,

Rezvan Rahmani
Compliance Analyst

Enclosure (1)

THE MISSION

OF THE LOUISVILLE AND JEFFERSON COUNTY HUMAN RELATIONS COMMISSION IS TO PROMOTE UNITY, UNDERSTANDING AND EQUAL OPPORTUNITY AMONG ALL PEOPLE OF LOUISVILLE AND JEFFERSON COUNTY TO ELIMINATE ALL FORMS OF BIGOTRY, BIAS AND HATRED FROM THE COMMUNITY.

9/9/2009



Louisville Jefferson County
Metro Government

BID #1892

**Contract for Professional Roofing Services
For Metro Facilities**

9/9/2009

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REQUEST FOR COMPETITIVE SEALED BIDS

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- IV. General Specifications**
- V. Service Rates**
- VI. Evaluation Criteria**

SECTION I

INVITATION AND INSTRUCTION TO BIDDERS

- 1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting bids for **ANNUAL ROOFING MAINTENANCE AND SERVICES CONTRACT FOR METRO FACILITIES**. The process of accepting bids and choosing the successful bidder shall be by Competitive Scaled Bidding. Sealed bids will be received at the office of Louisville Jefferson County Metro Government Purchasing Department until 3:00 PM September 24, 2009, 611 West Jefferson Street, (Mezzanine Level), Louisville Kentucky, 40202. Prices for any bid item shall not be contingent upon the purchase of any other bid item included within this bid.

Bids received after the 3pm deadline on September 24, 2009 will be unopened.

Bidder Questions and Inquiries: Bidders having questions and inquiries on the specifications of this Competitive Sealed Bids shall be directed to:

Michael Day
 Facility Engineer
 Division of Fire and Rescue
 Ph. 502-574-2910
 Fax. 502-574-1470
 Cell. 502-744-0633
mike.day@louisvilleky.gov

Sheryl Powell
 Louisville Metro Government
 Division of Purchasing
 611 W Jefferson St. Lou, KY
 Ph. 502-574-5594
 Fax. 502-574-6977
Sheryl.powell@louisville.gov

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this CSB is prohibited and shall be cause for disqualification of the Bidder. No questions or inquiries will be allowed beyond the pre-bid conference date as stated in the cover letter (if one is scheduled).

Careful attention must be paid to all requested items contained in this Competitive Sealed Bid (CSB). Bidders are invited to submit bids in accordance with the requirements of this CSB. Please read the entire package before bidding. Bidders shall make the necessary entry in all blanks provided for the responses. The submitted bid shall be firm for an acceptance period of ninety (90) days from the date of the bid opening.

Submitted bid shall be for a firm, fixed price.

The entire set of documents constitutes the CSB. The Bidder must respond in total and in the same numerical order in which the CSB was issued. Bidder's notes and comments may be rendered on an attachment, provided the same format of this CSB text is followed. 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 bid. All bids shall be returned in a sealed envelope with CSB number and opening date stated on the outside of the envelope.

By submitting a Bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation. This Competitive Sealed Bid document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Bid to the bidder hereunder. The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this solicitation. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the

9/9/2009

Purchasing Department. The only terms and conditions acceptable to Metro Government are as outlined in this CSB. Bids containing additional and/or inconsistent terms and conditions will be considered non-responsive and shall be rejected. Purchase or sales agreements, supplied by the bidder, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this CSB, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

- 1.1 Bid Opening: Sealed bids will be accepted in accordance with the instructions detailed in section 1.0. 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.

SECTION II

GENERAL PROVISIONS

2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Bidder 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 Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder 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.

2.2 Failure to submit ALL forms and information required in this CSB may be grounds for disqualification.

2.3 Addenda: All addenda, if any, shall be considered in making the bid, and such addenda shall be made a part of this CSB. Before submitting a bid, it is incumbent upon each Bidder to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that bid.

2.4 Bid Reservations: Metro Government reserves the right to reject any or all bids, to award in whole or part, and to waive minor immaterial defects in bids. Metro Government may consider any alternative bid that meets its basic needs.

2.5 Liability: Metro Government is not responsible for any cost incurred by a Bidder in the preparation of bids.

2.6 Changes/Alterations: Bidder may change or withdraw a bid at any time prior to bid opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted bid which is addressed in the same manner as the bid, and received by Metro Government prior to the scheduled closing time for receipt of bids, will be accepted. The bid, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid".

2.7 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Bidder.

2.8 Bribery Clause: By his/her signature on the bid, Bidder certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.

2.9 Additional Information: While not necessary, the Bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the Bidder's bid. Additional documentation shall not serve as a substitute for other documentation which is required by this CSB to be submitted with the bid.

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- .15 Ambiguity, Conflict or other Errors in CSB: If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the CSB, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.
- .16 Agreement to Bid Terms: In submitting this bid, the Bidder agrees that Bidder has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this bid. By acceptance of a Contract under this Competitive Sealed Bid, Bidder states that it understands the meaning, intent and requirements of the Competitive Sealed Bids and agrees to the same. The successful Bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Bidder shall be authorized for services or expenses reasonably covered under these provisions that the Bidder omits from its Bid.
- .17 Cancellation: If the services to be performed hereunder by the Bidder are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the Bidder, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the Bidder 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 such action is in Metro Government's best interest.

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 shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) 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;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of Metro Government or its citizens.

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.

- .18 Assignment of Contract: The Bidder shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.
- .19 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.
- .20 Authority to do Business: The Bidder must be a duly organized and authorized to do business under the laws of Kentucky. Bidder must be in good standing and have full legal capacity to provide the services specified under this Contract. The Bidder 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 Bidder to enter into this Contract. The Bidder will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Bidder is authorized to do business in the State of Kentucky if requested. All bids must be signed by a duly authorized officer, agent or employee of the Bidder.
- .21 Governing Law: This Contract 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.
- .22 Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against Bidder or, to the knowledge of the Bidder, threatened against Bidder 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 Bidder to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with 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 the apply to the contractor or subcontractor for the duration of the contract.

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**COMPETITIVE SEALED BID
SUBMITTED BY:**

**By signing below you are agreeing to all Louisville-Jefferson County Metro
Government Terms & Conditions that are a part of this Request for Bid.**

Include this page in your response to this bid.

Firm: Wheatley Roofing Co., Inc.
By: Beverly A. Wheatley
Title: President
E-Mail Address: wrc811@bellsouth.net
Address: 811 W. St. Catherine Street
Louisville, Ky. 40203
Telephone: (502) 589-4992
Fax: (502) 589-0663
Date: 9/23/09

Metro Louisville Revenue
Commission Number: [REDACTED]
Federal ID Number: [REDACTED]

Please include a copy of your W-9 with your submitted bid.

This must be submitted prior to the award of a contract.

I acknowledge receipt of the following Addendum:

Addendum #1: _____

Addendum #2: _____

Addendum #3: _____

Any Additional Addendum (write in numbers): _____

SECTION III.

**HOLD HARMLESS AND INDEMNIFICATION CLAUSE,
AND INSURANCE REQUIREMENTS
FOR INDEPENDENT CONTRACTORS**

I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

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

II. 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 State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. **The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Department of Purchasing, (who may request review by 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. The Louisville/Jefferson County Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government'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."
- 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**, 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

Contractor must adhere to all State & Federal Laws relative to Hazardous Waste removal, if the material contains asbestos materials. Contractor must indemnify Metro for all claims resulting from failure to follow all such regulations and laws.

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** 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.

III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government'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 Department of Purchasing shall be furnished Certificates of Insurance prior to the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. 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

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before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government Department of Purchasing at least 30 days prior to the expiration of any policy(s).

- B. Certificates of Insurance as required above shall be furnished, as called for:
1. No later than five (5) days after the successful bidder is notified of award by the Division of Purchasing to:

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

- C. The Contractor agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Contractor will not reduce any coverage amount below the limits required in this agreement
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

SECTION IV.

GENERAL SPECIFICATIONS

SCOPE:

Louisville Metro Government (Metro) is soliciting prices from Roofing Companies to provide a portion of the Roofing Services needed for repair, preventive maintenance, routine maintenance, and test of properties owned, operated, or controlled by Metro

The contract contains **hourly wage rates** for services. These rates will be used to award an ongoing, **Annual Unit Price Contract**. This will allow Metro to contract with the awarded bidder on an ongoing basis as project needs arise. The contract will be in place for one year with the option – for both parties – to renew for up to five consecutive years. Due to current economic fluctuations, prices may be negotiated annually at the time of renewal. Metro may procure same or similar services through alternate purchasing methods at any time. Projects should not exceed \$50,000 without approval from Purchasing Director. Projects over \$25,000 will require performance bonds.

Metro intends to award Primary, Secondary, and Tertiary contracts from these bids.

QUALIFICATIONS:

Bidders **SHALL** submit with their unit prices examples of previous work that demonstrates their qualifications. The statement of qualifications should include:

- Resumes of individuals that will be managing, overseeing and performing the work including any certifications,
- List of past work that would demonstrate your ability to perform this work,
- Contact information for at least four (4) past or present clients, and
- A list of employees and cell phone numbers available to be contacted for work with the primary contact being listed first.

PERFORMANCE STANDARDS:

If the awarded Primary Contractor does not return a work request call within 30 minutes Metro may contact the Secondary to perform the work (then on to the Tertiary if required). If the awarded Primary Contractor cannot perform the desired services within an acceptable time-line Metro may enter negotiations with the Secondary Contractor.

If the Primary Contractor exhibits the inability to close out projects within a timely manner, or does not meet standards of quality, Metro may elect to re-evaluate the Primary and Secondary status of the bidders.

The successful vendor may be evaluated periodically on performance and adherence to the specifications. Metro reserves the right to cancel this contract should the evaluations be judged poorly or if inconsistencies exist in compliance to the specifications.

WORK PROGRAM:

Once Metro has identified a scope of work for larger projects the contractor will provide a detailed cost estimate based on the unit prices and a proposed time-line to complete the project. Smaller jobs and maintenance calls may be initiated via notice-to-proceed on a time and material basis.

BILLING:

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Invoices must be addressed to the Metro Project Manager that initiates the work and shall include the purchase order number, and the work location. All invoices to Metro must itemize materials and mark-up, labor charges, rented equipment, and mark-up, and third-party vendor services. All invoices must be accompanied by dray tickets or payment may be withheld.

RATES AND CHARGES

Bidders must submit a list of all regular and overtime rates that will be charged to Metro for services rendered by skilled, semi-skilled, and unskilled employees.

The successful vendor will not include mileage rates, freight rates or travel times as a charge in any invoice (overnight express when approved in advance by Metro, is the only exception).

No truck charges may be billed to Louisville Metro.

All charges not included and listed in the price contract will be absorbed by the vendor unless approved in advance by Metro.

All hourly rates listed shall begin from the time of arrival at the job site.

Travel time is not an allowable charge. All rates are to be priced per hour including testing and inspections.

Bidder is not allowed to charge for estimating work.

No mark up on truck parts. All truck parts are to be listed on invoices.

COMPLETED WORK

The successful vendor must give written explanation (on a daily service ticket) of the work completed or not, hours on the job, and have it signed by the building supervisor responsible for the facility before leaving the job site. If not furnished, payment may be withheld.

WARRANTY ON PARTS

Vendor shall supply warranty information on new parts/equipment and labor to re-install new parts found to be defective after installation. Vendor shall also be responsible for providing Metro with any maintenance and operational manuals associated with equipment and/or controls.

METRO SUPPLIED PARTS AND EQUIPMENT

Metro reserves the right to purchase parts and/or equipment for any project. The vendor shall not be entitled to any mark-up for parts provided by Metro. Metro shall assume responsibility for warranty issues for any parts/equipment it has purchased directly.

VENDOR PERSONNEL

Only needed personnel required to accomplish the job in a timely manner will be allowed. If additional personnel are needed to speed job completion it must be approved by Metro in advance.

Vendor shall supply a list of all master electricians, journeymen, apprentices, and helpers who will be used under this contract for Metro. Vendor shall furnish copies of state certification for journeymen employees. Such certification must be kept current and up-to-date during this contract.

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Metro may require the vendor to remove employees that are incompetent, careless or insubordinate.

SUBCONTRACTING

Work that is to be subcontracted out under this contract must be quoted to a Metro representative and approved in advance by Metro. Failure to abide by this provision may result in non-payment.

When subcontracting is approved the Primary Contract will serve as the GC and will be responsible for the successful completion of the sub-contractors work.

ACCIDENT PREVENTION/EQUIPMENT PRESERVATION

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages caused by contractor to persons and property. All hazards shall be guarded in accordance with all safety rules and regulations. Contractor shall take all precautions necessary to preserve and protect all equipment and parts (new or used to be reinstalled) from damages.

Contractor shall make every effort to protect existing utilities and facilities from damages resulting from their work. In the event excavation is required to perform the work the contractor will be responsible for coordinating with Before-U-Dig utility location service. The contractor will be held responsible damages resulting from their work.

LICENSING/PERMITTING/

All vendors must be identified and licensed as required by Louisville Metro Inspections, Permits, and Licenses DOCUMENTATION MUST BE FURNISHED WITH THE BIDS.

The successful bidder will be responsible for obtaining all necessary permits for completing the desired work.

DISPOSAL OF PARTS, OILS, ETC

All worn or broken parts and scrap slated for demolition must be removed from the premises and properly disposed of by the successful vendor if so instructed by Metro. Disposal of all items must comply with all Federal, State, and local laws, regulations and ordinances.

RESPONSE TIME

The successful vendor must consistently demonstrate his ability to respond to emergency calls within one-half (1/2) hour from the time of notifications. Under normal situations the vendor must respond within two (2) hours from the time of notification Failure to comply with the response times may be grounds for reevaluating the Primary, Secondary, Tertiary status of the contract.

SECTION IV.

SERVICE RATES

9/9/2009

PROJECT: Roofing ANNUAL SERVICE AND MAINTENANCE CONTRACT

All bidders must complete the listed rates below, and must include any other rates, not shown herein, which the contractor intends to charge for his goods and services. Please indicate those items subject to overhead and profit. Hourly rates shall include benefits.

TOTAL HOURLY RATE:	UNIT PRICE
A. Journeyman(regular time)	\$28.00
B. Helper(regular time)	\$ 18.00
C. Overtime-Journeyman	\$ 42.00
D. Overtime-Apprentice/Helper	\$ 27.00
E. Material-Cost plus % markup	\$ 6%
F. Overhead	\$ 17%
F. Profit	\$ 10%
H. Equipment Retail-Cost plus % markup	\$ no markup
I. Asbestos Abatement	\$ 4.50 SF

Asbestos abatement includes all testing, monitoring, etc...

Debris \$40.00 per yard

Minimum charge

\$175.00

Overtime hours: Between 6:00 p.m. and 6:00 A.M.

Holidays: Christmans day, New Years Day, Easter, Memorial Day,
4th of July, Labor Day, Thanksgiving.

SECTION V

EVALUATION CRITERIA

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

70% References and Experience

Bidders must submit references for consideration. Each reference must include type and size of project, company name, address, contact person, and phone number. All references and current information must be furnished. References and past performance with Metro will be considered in vendor selection for contract. Bidders shall provide resumes and certifications of key personnel that will be performing services for Metro. Bidders shall provide list of similar work or projects for consideration. Bidders shall also provide a list of employees and cell phone numbers available to be contacted for work with the primary contact being listed first.

30% Price

Prior to bid opening Metro will develop example work projects based on the requested wage rates and mark up.

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

- Louisville Metro Purchasing
- Louisville Metro Parks
- Louisville Metro Fire
- Louisville Metro Corrections
- Louisville Metro Zoo
- Louisville Metro Library
- PARC

Wheatley Roofing Company Inc.

811 WEST ST. CATHERINE, LOUISVILLE, KENTUCKY 40203
TEL: 502/589-4992 • FAX: 502/589-0663

September 23, 2009

To Whom It May Concern:

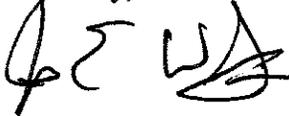
Wheatley Roofing Company, Inc. was incorporated in Kentucky in 1981 and certified as a WBE in 1985. We have held maintenance contracts with the City of Louisville, Jefferson County, and now Louisville Metro for more than 23 years. During this period of time, we have repaired or replaced roofs for every department within the local government.

Wheatley Roofing is a certified installer for Firestone Building Products, Tremco, The Garland Company, Republic Powdered Coatings GAF Corporation and a certified repair contractor for Firestone Building Products. We can handle projects from small repairs that require only an hour or two to large multi-week re-roofs. We specialize in BUR, Modified Bitumen and Single Ply systems. We also complete an average of 40 shingle jobs each year-both commercial and residential.

Some of our clients are churches, schools, property management companies and government agencies. Other customers include general contractors that have required previous work at Fort Campbell and Fort Knox.

Should you require any additional information or references, we would be happy to provide that for you.

Sincerely,



James (Bo) Wheatley
Manager

Wheatley Roofing Company Inc.

811 WEST ST. CATHERINE, LOUISVILLE, KENTUCKY 40203
TEL: 502/589-4992 • FAX: 502/589-0663

Work History

1. Maintenance Contract for Louisville Metro – 23 years
2. Re-roof California Community Center
3. Re-roof Engine 18 – 4th and Montana
4. Company Operations Facility – Fort Knox
5. Certified maintenance and repair contractor for Firestone Building Products – 10 years

Wheatley Roofing Company Inc.

811 WEST ST. CATHERINE, LOUISVILLE, KENTUCKY 40203
TEL: 502/589-4992 • FAX: 502/589-0663

Work Supervision

James (Bo) Wheatley

- 20 years in the roofing industry including roof maintenance, repair, replacement, and new construction
- Supervision for re-roof projects for Louisville Metro including: Louisville Zoo, Metro Parks, Louisville Police, Louisville Fire Department and Facilities
- Extensive knowledge of most Louisville Metro buildings and their condition
- Certified in first aid and CPR
- Graduate of Vale National Institute
- Completion of all courses on BUR, modified bitumen and shingle ply systems offered by Firestone Building Products and GAF

Adam Plummer

- 12 years in commercial construction industry.
- 4 ½ years performing and supervising maintenance and repair of commercial roofing including Louisville Metro Properties.
- GAF authorized installer
- Lift operator certification
- Safety supervisor for projects at Fort Knox
- First aid and CPR certified

Joe Craft

- 15 years experience as a commercial and residential roofer
- Performed maintenance and repair specialist for 8 years
- Supervised crews on commercial and residential projects

Wheatley Roofing Company Inc.

811 WEST ST. CATHERINE, LOUISVILLE, KENTUCKY 40203
TEL: 502/589-4992 • FAX: 502/589-0663

References

1. Mr. Ben Williams
Judy Construction Company
103 S. Church Street
Cynthiana, Kentucky 41031
(859) 234-6900
Multi building project Northern Kentucky
2. Mr. Brad Easley
BL Harbert International
Birmingham, Alabama 35253
(265) 489-2802
6 buildings at Fort Knox
3. Mr. Britt Wilson
Bellweather Real Estate Capital
6100 Dutchman's Lane
Louisville, Kentucky 40205
(502) 581-9912
Maintenance and roof repair for Dillards, CVS and Walgreens stores
4. Mr. Ed Wirth
St. Francis of Assisi
1960 Bardstown Road
Louisville, Kentucky 40205
(502) 456-6394
Reroof gymnasium 150 squares of clay tile
5. Mr. Patrick Miller
Planning and Construction Associates
1200 Delor Avenue
Louisville, Kentucky 40213
(502) 636-2334
Single ply and modified bitumen- Masonic Homes

Wheatley Roofing Company Inc.

811 WEST ST. CATHERINE, LOUISVILLE, KENTUCKY 40203
TEL: 502/589-4992 • FAX: 502/589-0663

Contact Information

1. James (Bo) Wheatley
(502) 376-9513
2. Adam Plummer
(502) 379-0447
3. Beverly Wheatley
(502) 386-6658
4. Joe Craft
(502) 384-9367