



# Request For Proposal

Louisville/Jefferson Co Metro Government

*original*

<b>Bid Number:</b>	<b>1903</b>
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<b>Revision:</b>	0
<b>Date:</b>	22-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:**

Office for Management & Budget - Division of Purchasing  
611 West Jefferson Street  
Mezzanine Level  
Louisville, KY 40202

**Reply By:** 14-OCT-09

#	Description
1	A Request for Proposal for Emergency Snow Removal for Metro Louisville, per the attached specificationS.

DELIVERY TIME: \_\_\_\_\_  
(# of days A.R.O.)

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.

**UNSIGNED BIDS WILL NOT BE CONSIDERED**

FIRM NAME: FLYNN BROS. CONTRACTING

OFFICIAL'S SIGNATURE: *[Signature]*

ADDRESS: 1213 OUTER LOOP  
LOUISVILLE KY 40219

PHONE: 364-9180

DATE: 10-14-09



# Request For Proposal

Louisville/Jefferson Co Metro Government

Bid#: 1903

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## Standard Text

Please submit all factory literature and supporting documentation with each submitted copy of your Bid/RFP.

If you have any questions concerning the Purchasing Requirements of this solicitation please call Senora Ford at (502) 574-5767.

### 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.

All materials submitted in response to the solicitation document will become the property of Metro. One copy of a submitted proposal will be retained for official files and will become public record. Any material that a vendor considers as confidential, but does not meet the disclosure exemption requirements of the Kentucky Open Records Act, should not be included in the vendor's proposal, as it may be made available to the public.

If a vendor's proposal contains materials noted or marked as confidential and/or proprietary that, in Metro's sole opinion, meets the disclosure exemption requirements of the ORA, then that information will not be disclosed pursuant to a written request for public documents. If Metro does not consider such material to be exempt from disclosure under the ORA, the material may be made available to the public, regardless of the notation or marking. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure



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## Louisville/Jefferson Co Metro Government

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exemption requirements of the ORA, then it should not include such information in its proposal because such information may be disclosed to the public.

Any inquiries on this Bid/RFP after the opening date shall be addressed in writing to:

Director of Purchasing  
Office for Management & Budget - Division of Purchasing  
611 West Jefferson Street - Mezzanine Level  
Louisville, KY 40202

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 UNBOUND ORIGINAL (please mark original) AND ONE COPY. The copy should be a complete copy of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification.

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 the successful vendor agrees to extend the pricing for a twelve month period the Purchasing Department may purchase additional items from this bid by issuing a separate purchase order. The pricing and specifications for the new purchase shall be the same as those in the original bid and original purchase order.

**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/RFI OPENING DATE

Please include your FAX number 363-1646.

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

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:

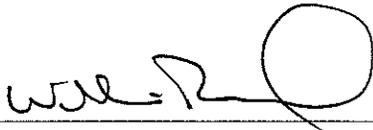
Bidder agrees that this document shall become the final contract and shall be legally bound by the bid document including all terms, conditions and specifications contained in the Invitation for Bids.

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)

FLYNN BROTHERS CONTRACTING

Company Name



Director of Purchasing

Contract Term:

Effective: November 1, 2009

Expires: October 31, 2010

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.

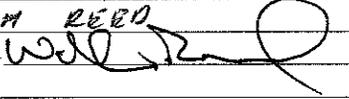
In order to qualify for the 5% preference under Section II of the ordinance, if a contract is for services, and a bidder or offeror uses subcontractors to perform all or part of the work required under the contract, the bidder or offeror shall not subcontract more than 20% of the work to non-minimum 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 FLYNN BROS CONTRACTING  
Authorized Official (Print) WILLIAM REED  
Signature of Authorized Official   
Title PRES.  
Date 10-14-09

## 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: FLYNN BROS CONTRACTING

Address: Street 1213 OUTER LOOP

City LOUISVILLE County JEFFERSON State KY Zip 40219

Revenue Commission Number: [REDACTED]

Official: TRONSWICK

Signature: [Signature] Date: \_\_\_\_\_

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

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

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

DIVISIONS OF WORK BIDDERS WILL BE RESPONSIBLE FOR

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>







9/22/2009



Louisville Jefferson County  
Metro Government

**LOUISVILLE METRO PUBLIC WORKS AND ASSETS  
EMERGENCY SNOW REMOVAL**

Request for Proposal Number 1903

9/22/2009

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- V. Evaluation Criteria**

## SECTION I.

### INVITATION AND INSTRUCTION TO PROPOSERS

1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting proposals for **EMERGENCY SNOW REMOVAL**. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals using the competitive negotiation process under KRS 45A.370.

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

(Check one of the reasons below)

- (a) Specifications cannot be made sufficiently specific to permit an award on the basis of either the lowest bid price or the lowest evaluated bid price.
- (b) Sealed bidding is inappropriate because the available sources of supply are limited.
- (c) Sealed bidding is inappropriate because the time and place of the performance cannot be determined in advance.
- (d) Sealed bidding is inappropriate because the price is regulated by law.
- (e) Sealed bidding is inappropriate because a fixed price contract is not applicable.
- (f) The bid prices received through sealed bidding are unresponsive or unreasonable as to all or part of the bid requirements; each responder shall be notified of the intention to negotiate and shall be given a reasonable opportunity to negotiate, and the negotiated price shall be lower than the lowest rejected bid by any responsible bidder.

Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award, except as otherwise provided by law. Where it can clearly be demonstrated and documented from the existence of adequate competition or accurate prior cost experience with the particular supply, service or construction item an award may be made on the basis of the original submitted proposals. Sealed proposals will be received at the office of Louisville Metro Government Office for Management & Budget – Division of Purchasing until 3:00 PM October 14, 2009, 611 West Jefferson Street, Mezzanine Level, Louisville, Kentucky, 40202. Prices for any proposed item shall not be contingent upon the purchase of any other proposed item included within this bid.

Proposals received after the **3PM deadline on October 14, 2009** will be unopened.

Proposer Questions and Inquiries: Proposers questions and inquiries on the specifications of this RFP shall be directed to:

**Richard Storm P.E., County Engineer**  
444 S. 5<sup>th</sup> Street Suite 400  
Louisville, KY 40202  
Email: [Richard.Storm@louisvilleky.gov](mailto:Richard.Storm@louisvilleky.gov)  
Phone: (502) 574-3376

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 RFP is prohibited and shall be cause for disqualification of the Proposer. No questions or inquiries will be allowed beyond the pre-proposal conference (if one is scheduled) date as stated in the cover letter.

Careful attention must be paid to all requested items contained in this Request for Proposal (RFP). Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read the entire package before bidding. Proposers shall make the necessary entry in all blanks provided for the responses. The submitted proposal shall be firm for an acceptance period of ninety (90) days from the date of the RFP opening.

Proposals submitted shall be for a firm, fixed price unless stated otherwise in the specifications.

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

By submitting a Proposal, the proposer acknowledges and agrees to be bound by the terms and conditions of the solicitation. This RFP document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Proposal to the proposer hereunder unless otherwise agreed to in writing by the Metro Government. 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 Purchasing Department. Purchase or sales agreements, supplied by the proposer, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this RFP, 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 Proposal Opening: Sealed proposals will be accepted in accordance with the instructions detailed in section 1.0. The opening is open to the public. The Proposer shall file all documents necessary to support its proposal and include them with its proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time for receipt of proposals.

**Please disregard any reference in the RFP to this being a "bid". This is a Request for Proposals.**

## 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 RFP may be grounds for disqualification.
- 2.3 Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
- 2.5 Proposal Reservations: Metro Government reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. Metro Government may consider any alternative proposal that meets its basic needs.
- 2.6 Liability: Metro Government is not responsible for any cost incurred by a proposer in the preparation of proposals.
- 2.7 Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by Metro Government prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, 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 proposal".
- 2.8 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Proposer.
- 2.9 Bribery Clause: By his/her signature on the bid, Proposer 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.
- 2.10 Additional Information: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the proposer's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal.
- 2.11 Ambiguity, Conflict or other Errors in RFP: If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.

- 2.12 Agreement to Bid Terms: In submitting this proposal, the proposer agrees that proposer has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Proposer 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 proposer shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 2.13 Cancellation: If the services to be performed hereunder by the proposer 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 proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if 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.

- 2.14 Assignment of Contract: The Proposer shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract 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.

- 2.15 No Waiver: No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.16 Authority to do Business: The proposer must be a duly organized and authorized to do business under the laws of Kentucky. Proposer must be in good standing and have full legal capacity to provide the services specified under this Contract. The Proposer must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Proposer to enter into this Contract. The proposer will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested 11/21/2005. All proposals must be signed by a duly authorized officer, agent or employee of the proposer.
- 2.17 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.
- 2.18 Ability to Meet Obligations: Proposer affirmatively states that there are no actions, suits or proceedings of any kind pending against proposer or, to the knowledge of the proposer, threatened against proposer before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of proposer to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

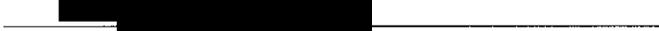
### **VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS**

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.

RFP  
SUBMITTED BY:

By signing below you are agreeing to all Louisville Metro Government Terms & Conditions that are a part of this Request for Proposals.

**Include this page in your response to this RFP**

Firm: Flynn Brothers Contracting  
By: William Reed  
Title: PRESIDENT  
E-Mail Address: \_\_\_\_\_  
Address: 1213 OUTER LOOP  
LOUISVILLE KY 40213  
Telephone: 364-9100  
Fax: 363-1646  
Date: 10-14-09  
Louisville/Jefferson County Metro Revenue Commission Number:   
Federal ID Number: 

**Please include a copy of your W-9 with your submitted proposal.  
You cannot be awarded a contract until this is submitted.**

**I acknowledge receipt of the following Addendum:**

Addendum #1: \_\_\_\_\_

Addendum #2: \_\_\_\_\_

Addendum #3: \_\_\_\_\_

Any Additional Addendum (list all numbers): \_\_\_\_\_

William Reed

Vendor Signature (all items above have been read and completed)

### 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
  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.

### 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 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 VI.

### GENERAL SPECIFICATIONS

#### 1.0 INTENT

The Louisville/Jefferson County Metro Government owns their own fleet vehicles equipped for plowing snow and spreading salt on primary roadways on a regular basis. This equipment in extreme snowfalls may not be sufficient to plow neighborhood streets within an acceptable time frame (approximately 36-48 hours). For these unusually severe storms, additional heavy plow equipment may be needed to supplement government crews and equipment.

Normal winter conditions in the Louisville/Jefferson County Metro area indicate an average of 15 snowstorms per year, with an average annual snowfall of 19 inches. Therefore, for most typical storms, snow depths of 3-5 inches are normal. Snows of 10 inches or more are much rarer, occurring once in five years on average. Normal storm accumulations (of less than 6 inches) will usually not necessitate activating supplementary plowing services contemplated under this RFP.

However, for storms of at least 6 inches, or for a series of storms resulting in a total accumulation of 6 inches or more, Metro may wish to activate supplemental plowing services, and will likely desire to activate such services for storms of 10 inches or more. Other determining factors include whether previous accumulations may be on the ground, and whether temperature predictions indicate a rapid melting to follow a storm.

Therefore, it is the intent of this Request for Proposals to solicit proposals from contractors to provide equipment with operators suited for plowing snow from Metro streets for supplemental emergency government snow removal operations.

Due to the unique nature of the resulting contracts, it is vitally important that the respondents understand the methods and procedures that must be followed. The citizens of the Louisville/Jefferson County Metro Government depend on a rapid, efficient and coordinated response from the contractors selected. Over the past several winters, efficient methods and procedures have been tested and implemented; consequently, the terms and conditions of this RFP and resulting contracts are designed to reflect those methods.

#### 1.1 CONTRACTOR RESPONSIBILITIES

The contractor awarded this contract as a result of this RFP shall agree to be legally bound to provide the service obligation described herein:

1. The Contractor shall agree to respond to government roadway plowing needs at its first priority in the event a "snow emergency" is declared by a designated government official(s).
2. The contractor shall agree to respond upon notification by designated government officials as soon as possible and to begin plowing operations no later than 2 hours of such notification. In the event that genuine circumstances beyond the contractor's control prevent him from responding, in whole or in part, contractor shall notify designated contact person of such problem.

3. Contractor shall provide equipment properly designated and intended for snow plowing operation in a safe manner. This shall include but not be limited to the following:
  - a. Operators shall be properly trained, and legally licensed in the safe and appropriate use of the equipment assigned.
  - b. The unit shall be adequately maintained, in accordance with its manufacturer's recommendations, and be in proper working order.
  - c. The unit shall be equipped with headlights and taillights for safe operation on public streets at night.
  - d. The units shall be equipped with operator cabs equipped with heaters, windshield defroster, and windshield wipers.
  - e. Any pick up truck to be used shall be equipped either with 4-wheel drive or with tire chains. Chains must also be available for dump trucks with plows.
  - f. Plow size to be at least 7 feet wide, with moldboard of at least 30" height.
4. The contractor shall work continuously on the assigned route or area until the route or area is completed, unless operation is ceased by order of the government. Plowing shall typically consist of plowing two lanes open for neighborhood streets except where parked cars on the street prevent two full lane widths. Contractor shall use its best effort to clear the snow to allow for safe two way traffic, but should not try to clear the edge of pavement.
5. Contractor operators shall use judgment and caution to avoid edge of pavement to minimize any adjacent turf damage, damage to mailboxes, curbs, driveways, headwalls, and other appurtenances. They should also exercise caution about truck speed to avoid throwing snow too far or hitting nearby buildings, or throwing snow over the side of an overpass. All damages to public or private property must be reported to the Metro Supervisor immediately.
6. The contractor's field supervisor should be equipped with cellular telephone or other compatible means of communication with the assigned Metro supervisor.
7. Upon completion of the assigned area, the contractor shall immediately report to the Metro supervisor, to report the completion of the route and to learn of any further assistance needs in completing other routes.
8. The Contractors will be expected to attend an annual meeting with Metro sometime prior to the beginning of snow season. At that time, the contractors should present Metro with an accurate up-to-date listing of available equipment for expected use under the contract; they should also provide a calendar list of at least management employees who are available on a 24 hour basis, 7 days a week for the calendar period outlined and a composite list of all management employees involved in the snow operation and including office telephone numbers, home numbers, cellular and pager numbers. At this annual meeting also, Metro will review the methods, means, and procedures planned for the upcoming snow operations season.
9. The contractor shall make all appropriate arrangements within its organization to ensure that operators will be able to get from home or office to assigned equipment for operation.
10. During plowing operations, the contractor shall make all reasonable efforts to provide relief operators so that one operator is not required to work more than 12 hours straight.

## 1.2 METRO RESPONSIBILITIES

1. Metro will compile and maintain specific routes and/or neighborhood areas designated or sized for 2-unit plow teams to complete within 48-hour period.
2. Metro will diligently monitor weather predictions and developing storms and will make all reasonable efforts to notify contractors in advance to alert them to the possible activation of plowing operations, and to confirm the names and phone numbers of management personnel responsible and the locations and readiness of the equipment to be used. It is very important that this last item be prepared in the most accurate means possible. Due to the nature of the construction business, in which equipment is normally scattered throughout the area at various jobsites, the efficiency of the snow removal process will be greatly improved with this information. Based on this information, Metro will attempt to deploy the contractor(s) equipment to the most critical areas as close to the location of the equipment as possible. This is by no means a guarantee that this will always be possible.
3. Metro will assign one principle contact supervisor to each of its agencies expressly for the purpose of coordinating contract plowing. That contact will be equipped with a mobile telephone to facilitate communication with the contractor. (The contractor supervisor should also be equipped with cellular phone). When the contractors are notified by Metro to begin calling employees, the contractor will do so in a timely, efficient manner. Based on numerous factors including conditions, equipment locations, personnel locations and other related reasons; the contractors will be given time and locations to meet representatives of Metro. The Metro agent will have a packet of information to give the contractor's crew supervisor that will contain a review of the rules and procedures as well as maps of the areas to be cleared. Because there may be several contractors' crews in an area, it is important that personnel stay within the boundaries they are assigned unless directed by the Metro agent to alter the route. Also, because of the tremendous amount of coordination that is necessary for the operation to be a success, it is important that the supervisor stay in close contact with the crew and the assigned Metro agent. The contractors' operation should be set up to have a shift change at 12-hour intervals at a site that is predetermined.
4. Metro typically will make no contract demands for priority treatment of its roads for any snowstorm resulting in an accumulation of less than 6 inches. Furthermore, Metro hereby states that under most foreseeable circumstances, it would not likely activate plowing services in neighborhoods unless there is an 8-inch accumulation or more. The difference being possible aggravating circumstances of the weather such as temperature, fog, and/or ice conditions.
5. Metro shall pay Contractor for plowing services rendered in accordance with these specifications at the rates and terms submitted in this RFP and agreed upon by the city and the Contractor. Payment will be made with 30 days of receipt of invoice.
6. Metro reserves the right to inspect the equipment anticipated for use in this contract at the contractor's place of business at normal business hours, with reasonable advance notice, so that Contractor can arrange to have equipment at a designated site.
7. During plowing operations, the Metro assigned contractor supervisor will make reasonable effort to facilitate the contractor operation.

### 1.3 TYPES OF EQUIPMENT SOUGHT

1. The equipment sought is intended to be used solely for plowing snow down to pavement, without requiring bare pavement. Salt treatment is not intended by this RFP, but respondents, which have such capability, may include salt treatment as a separately priced add-alternate.
2. To qualify Contractors must be able to dedicate a minimum of 15 ea. Pieces (units) of viable snow plowing. Equipment typically sought for this operations includes but is not limited to:
  - a. Wheel loaders and backhoes with plow attachments.
  - b. Medium to heavy duty size dump trucks (25-35,000 GVW) with front mounted snowplows.
  - c. One-ton sized 4x4 pickup trucks with plows.
  - d. Motor Road Graders.
  - e. To qualify for a contract, the bidder shall furnish evidence of ownership or lease or the trucks or other equipment proposed in this bid proposal. No equipment is to be put into use under the contract without being first approved for use by the Metro assigned supervisor.
  - f. If available, this RFP requires respondents to include applicable rates for trucks equipped to spread salt treatment, assuming the respective governmental agency would supply and load the salt onto the contractors' trucks. (As stated earlier herein, it is to normally anticipate that salt spreading would be necessary for the contractor work, but if available, this RFP requests such pricing be included).

### 1.4 ESTABLISHED PAY ITEMS

1. Hourly rates for equipment working during storm events will be based on the RFP quotes as specified in Item F below.

### 1.5 RATES

1. Respondents to this RFP are requested to submit a rate schedule applicable to the terms and conditions described herein. Such rates are requested to take the form of a rate per hour each specific type of equipment, and including the operator. Hourly rates will be interpreted to start when the operator reports to the agency ready to plow. Metro, in order to clarify any disagreements or misunderstandings about starting time, may arrange for the time cards to be provided at each agency, for each specific plow unit, with the operator "punching in" at start and "punching out" at completion. Therefore, any mobilization time factors prior to reporting to the district office should be calculated into the hourly rate proposed. Rates should also include such costs as fuel, maintenance and insurance, contractor overhead and profit.
2. The Contractor is expressly advised that contractor-provided "leadman" is not included in any price without prior written consent to Metro.
3. The respondent may propose a rate structure other than that outlined above. However, in evaluating proposals received, Metro will seek to establish contract terms and rates that are as objective, measurable and verifiable as conditions will allow.
4. "Call-out" pay for activation of contract at non-normal business hours may be included; however, the proposal shall clearly define such applications. Other than an

initial extra cost for a non-normal (other than “normal hours” identified in the price sheet to be submitted in the proposal) hour call out, it is preferred that the hourly rate structure for the duration of the operation remain constant because the service will routinely involve working around the clock in an emergency mode.

**1.6 RIGHT OF GOVERNMENT TO TERMINATE CONTRACT**

In the event of default by the contractor, or if the contract is assigned by contractor without written consent of Metro, or if the contractor is adjudged bankrupt, or if at any time Metro determines that the performance of the work under this contract is being unnecessarily delayed or that the contractor is violating any of the conditions of this contract, or that the contractor is executing same in bad faith or otherwise not in accordance with the terms of said contract, then the Director of Purchasing for Metro may serve written notice upon the contractor and contractor’s surety of Metro’s intention to terminate said contract in forty-eight (48) hours.

**1.7 MULTIPLE CONTRACTS PRIMARY, SECONDARY, TERTIARY  
Clarification/Negotiations**

Metro reserves the right to award contracts to one or more contractors if in the best interests of the Metro. Metro further reserves the right, if needed, to conduct further discussion with any respondent to clarify proposal meaning, and to negotiate further terms and arrangements to clarify or to enhance the effectiveness of the contract to best serve the needs of the community.

**1.8 RESPONDENTS**

Shall include in their proposal any and all other fees or charges anticipated to be charged under any resulting contract operation. Contract term shall start upon contract execution and run through June 30<sup>th</sup>, and shall automatically renew for an additional twelve month term for up to five terms at the same terms and conditions unless cancelled for cause or convenience.

**1.9 RATE MODIFICATION**

Contractor, during its summer update of information may submit requests for contract rate revisions, to reflect upgrades to newer equipment items, inflationary increases in operator wages, or other documented market increases or decreases in operating costs. In such event, Metro will review such rate revisions or may choose to seek new bids to replace the services covered by such contract. Metro shall not unreasonably withhold approval of such increases, but may in comparing such rates with similar rates in other contracts, seek to negotiate mutually agreeable rates with the respective contractor.

**1.10 CONTRACTS RESULTING FROM THIS RFP MAY BE SPLIT BY METRO**

Metro reserves the right to activate the contract for areas of need. For example, if weather conditions were to cause a level of concern in suburban areas but the weather was deemed not as severe inside the urban areas, (or vice versa), Metro could activate the use of the contract for areas of the Metro that need to be addressed.

**SECTION V.**  
**EVALUATION CRITERIA**

The proposals received pursuant to this request for proposals will be evaluated on the following criteria:

- 1. 60% - Number and type of equipment available (must meet minimums and types per specifications).**
- 2. 40% - Low price based on hourly rate per unit and type**

Metro Louisville Public Works reserves the right to pick and choose any portion of respondent's equipment to best serve the Departments interest for snow emergencies.

Proposals will be reviewed by a committee consisting of representatives from:  
Metro Louisville Public Works

Equipment Price Sheet

<u>Quantity</u>	<u>Description, Make, Model</u>	<u>Hourly Rate w/Operator</u>
Ex. 5 ea.	Ford tandem dump trucks w/ 10' plows	\$0.00
1. <u>2</u>	<u>12G - GRADER</u>	<u>\$ 205.00</u>
2. <u>2</u>	<u>65B - SIZE GRADER</u>	<u>\$ 175.00</u>
3. <u>2</u>	<u>928 SIZE LOADER 2 CY</u>	<u>\$ 190.00</u>
4. <u>2</u>	<u>980 SIZE LOADER 5 CY</u>	<u>\$ 230.00</u>
5. <u>10</u>	<u>580 SIZE LOADER 1.5 CY</u>	<u>\$ 125.00</u>
6. <u>3</u>	<u>SKID STEER</u>	<u>\$ 90.00</u>
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

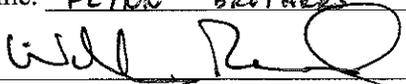
(Attach additional equipment information on separate sheet if needed.)

Call out charge, per unit per operation for non-normal hours. \$ 50.00

Normal Business hours 7<sup>00</sup> A.M. to 5<sup>00</sup> P.M. Days M thru F.

Location of equipment yard. 1213 OUTER LOOP

Respondent Company Name. FLYNN BROTHERS CONTRACTING

Authorized Signature:  Date: 10/14/09

