



**Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form**

Department	Louisville Metro Corrections	Department Contact	Eric Troutman
Contact Email	eric.troutman@louisvilleky.gov	Contact Phone	502-574-0995

Contract Type: check one	New	Amendment		
		Additional Funds	Time Extension	Scope
Professional Service	✓			
Sole Source (goods/services)				
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	09/01/2021	08/31/2022		

VENDOR INFORMATION

Vendor Legal Name	Incipio				
DBA					
Point of Contact	Molley Ricketts	Email	molley@incipioworks.com		
Street	3036 Breckinridge Lane				
Suite/Floor/Apt	Suite 204	Phone	502-544-3706		
City	Louisville	State	KY	Zip Code	40220
Federal Tax ID#		SSN# (If sole proprietor)			
Louisville Revenue Commission Account #					
Human Relations Commission Certified Vendors	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business		
Select if applicable					

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$100,800		(including reimbursement expenses, if applicable)		
Fund Source: General Fund	✓				
Federal Grant		Federal Granting Agency			
Other		Describe:			
Account Code String #	<input type="text" value="1101"/>	<input type="text" value="370"/>	<input type="text" value="3010"/>	<input type="text" value="300110"/>	<input type="text" value="521352"/>
Payment Rate		per hour		per day	per service
	\$8,400.00	per month		Other	
Payment Frequency	✓	Monthly		Upon Completion / Delivery	
		Quarterly		Other	



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CONTRACT SCOPE and PURPOSE (Attach additional documentation if necessary)

Amendments: Describe the circumstances under which a time extension or scope change is needed.

New: Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

LMDC is undergoing a re-branding and recruitment initiative and requires professional outside management of marketing and advertising efforts as well as a robust social media presence which will require full-time social media management conducted by a professional social media team.

JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

LMDC is under a severe time constraint due to a current vacancy crisis, and Metro Council has requested immediate action toward a solution. However, LMDC HR encountered multiple challenges while seeking vendors possessing the needed services, as marketing and advertising vendors were generally temp-to-hire firms or were not geared toward law enforcement.

This particular vendor has a wide variety of services that they offer which are interconnected and meet all of the above objectives. Therefore they were able to offer services which can expedite implementation, per Council's request.

Additionally, this vendor is a local minority-owned business.

AUTHORIZATIONS: Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director [Signature: Eric Troutman] Date 10/13/21

Signature Eric Troutman

Printed Name by:

Purchasing Director [Signature: Joel Neaveill] Date 10/19/2021

Signature B4B46603FB3A42D...

Joel Neaveill

Friedman, Steve P

From: Neathery, Tracey L
Sent: Thursday, October 14, 2021 7:35 AM
To: Friedman, Steve P
Subject: FW: Incipio Contract

This will have to do. Go ahead and send to Joel with the email thread of explanation.

~Tracey

From: Martin, Ronna <Ronna.Martin@louisvilleky.gov>
Sent: Wednesday, October 13, 2021 5:57 PM
To: Neathery, Tracey L <Tracey.Neathery@louisvilleky.gov>
Cc: Banks-Lewis, Jacqueline D. <Jacqueline.Banks-Lewis@louisvilleky.gov>; Friedman, Steve P <Steve.Friedman@louisvilleky.gov>; Niehaus, Peter W. <Peter.Niehaus@louisvilleky.gov>; Bland-Tunstull, Wanice N <Wanice.Tunstull@louisvilleky.gov>; Troutman, Eric <Eric.Troutman@louisvilleky.gov>
Subject: RE: Incipio Contract

Hi Tracey,
Attached is the revised NCCR – let me know if it needs further edits.

Thank you,

-Ronna

From: Neathery, Tracey L <Tracey.Neathery@louisvilleky.gov>
Sent: Tuesday, October 12, 2021 2:41 PM
To: Martin, Ronna <Ronna.Martin@louisvilleky.gov>
Cc: Banks-Lewis, Jacqueline D. <Jacqueline.Banks-Lewis@louisvilleky.gov>; Friedman, Steve P <Steve.Friedman@louisvilleky.gov>; Niehaus, Peter W. <Peter.Niehaus@louisvilleky.gov>; Bland-Tunstull, Wanice N <Wanice.Tunstull@louisvilleky.gov>; Troutman, Eric <Eric.Troutman@louisvilleky.gov>
Subject: RE: Incipio Contract

It sounds like this should have been bid when the search for a vendor began, but that's water under the bridge now.

Please revise the NCCR to clarify the justification. Time constraint is a part of the reason, but LMDC HR encountered other issues that should be included. You can also include Metro Council in the justification.

The process of creating the contract is ongoing. Steve will keep you updated on its progress.

Thank you,

~Tracey

From: Martin, Ronna <Ronna.Martin@louisvilleky.gov>
Sent: Tuesday, October 12, 2021 2:28 PM
To: Neathery, Tracey L <Tracey.Neathery@louisvilleky.gov>
Cc: Banks-Lewis, Jacqueline D. <Jacqueline.Banks-Lewis@louisvilleky.gov>; Friedman, Steve P

<Steve.Friedman@louisvilleky.gov>; Niehaus, Peter W. <Peter.Niehaus@louisvilleky.gov>; Bland-Tunstull, Wanice N <Wanice.Tunstull@louisvilleky.gov>; Troutman, Eric <Eric.Troutman@louisvilleky.gov>

Subject: RE: Incipio Contract

Tracey,

I was originally not aware there was already a review in place on this, I was just told that we needed an NCCR because it was exempt, but I think I understand what you're saying.

As for how this came about; due to our vacancy crisis, Senior Staff requested that LMDC HR retain a recruitment firm to assist with the hiring of Corrections Officer recruits. Wanice (Exec Admin HR) contacted several agencies and was unable to find anyone who could meet the needs because they either didn't work with law enforcement or they were temporary contract for hire type of firms. When she reached Incipio, they were the only ones who seemed to be able to assist with what was being asked.

I believe the decision to go with Incipio is final, and yes they have performed some work already, as we were anticipating this being somewhat straightforward and thought all it required was the NCCR. I don't really know if bidding would be faster, because Council has been made aware of this company and they were the catalyst for this action.

Of course we will do whatever Metro says we need to, it was just our understanding that this would be marketing and therefore exempt. I've copied Eric and Wanice both – I'm happy to take whatever steps we need to, to move forward as quickly as possible and be in compliance.

Thanks!

-Ronna

From: Neathery, Tracey L <Tracey.Neathery@louisvilleky.gov>

Sent: Tuesday, October 12, 2021 12:10 PM

To: Martin, Ronna <Ronna.Martin@louisvilleky.gov>

Cc: Banks-Lewis, Jacqueline D. <Jacqueline.Banks-Lewis@louisvilleky.gov>; Friedman, Steve P <Steve.Friedman@louisvilleky.gov>; Niehaus, Peter W. <Peter.Niehaus@louisvilleky.gov>

Subject: Incipio Contract

Importance: High

Ronna,

I have lots of questions about the request for a PSC with Incipio.

There are multiple threads of emails going on about a contract with this vendor. At the time the original question was posed, Mr. Troutman already had a contract from Incipio to be reviewed. The question was whether this advertising request required an NCCR and the answer was (and still it) yes, because the exemption is not for creation of a campaign. Paul reviewed the agreement and agreed an NCCR was needed along with Council approval. At the time, no consideration was given to a potential bid for the services.

Today we received the NCCR. It cannot be a sole source because there are lots of potential vendors for this service. The justification for the request is time constraint. That doesn't hold water when we will have to wait 6-8 weeks for Council approval and bidding could be faster. There must be some other reason for selecting this company for the services.

Is the decision to go with Incipio final? Are they already performing work without a contract? Do you have any knowledge of how the decision was made to contract them? Could this be bid now?

Tracey Neathery

Purchasing Manager

Office of Management & Budget

611 W. Jefferson

Louisville, Kentucky 40202

502.574.3912

CLIENT SERVICE AGREEMENT
LOUISVILLE/JEFFERSON METRO GOVERNMENT - INCIPIO WORKFORCE SOLUTIONS

This **Client Service Agreement** (“**Agreement**”) is made as of the **17th** day of **September, 2021** (the “**Effective Date**”) by and between *(i)* **Incipio Workforce Solutions, LLC**, a Kentucky limited liability company, having its principal place of business located at 3036 Breckenridge Lane, Suite 204, Louisville, Kentucky 40220 (“**IWS**”) and the **Louisville/Jefferson County Metro Government, acting by and through its Department of Corrections**, having its registered address at 400 S. 6th St. Louisville, KY 40202 (the “**Client**”).

The term Client is inclusive of, and binding upon, all of its officers, directors, shareholders, members, managers, employees, representatives, agents, successors and/or assigns, as may be applicable.

Each of IWS and Client may be referred to individually as a “**Party**” or collectively as the “**Parties**”.

RECITALS:

- A. WHEREAS**, IWS is engaged in rendering “**Services**” through IWS recruiter assignment directly with the Client, with respect to providing employer branding services (collectively, to be broadly construed, the “**Business**”); and
- B. WHEREAS**, in order to preserve the goodwill of IWS and sustain its continued growth and prosperity, IWS deems it necessary that its industry knowledge, skills and contacts not be used in violation of this Agreement to the advantage of Client or of any of its related business enterprises, affiliates or ventures which is or may become a competitor of IWS; and
- C. WHEREAS**, Client desires to exclusively hire and engage IWS, during the Term, to provide such specialized Services, all as specified pursuant to its Agreement and as scheduled in **EXHIBIT A**.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, and for the mutual covenants contained herein, and incorporating the above recitals in their entireties, the Parties agree as follows:

- 1. **Term.** The “**Term**” of this Agreement means a period of **12** months from the Effective Date for IWS to render the specified Services in **EXHIBIT A**, unless both Parties mutually determine to extend this Agreement by a written amendment thereto, in which case any such extension shall also constitute the Term.
- 2. **Communications.** Client and IWS mutually agree to communicate with each other within 48 business hours for the purpose of providing timely and quality feedback between IWS and Client.
- 3. **Service Fee.** Simultaneously upon the execution of this Agreement, with Client expressly acknowledging the exclusive nature of this Agreement during the Term (namely, that Client is only engaging IWS to solely provide), it is expressly understood that Client shall pay to IWS the first installment of the contract fee at signing of this contract in the amount of **\$8,400.00** and the remaining fees on the first of each month per the fee schedule in Exhibit A. Should Client not make the first payment due upon the execution of this Agreement, IWS reserves the right to unilaterally cancel this Agreement upon written notice given to Client and to recoup its documented expenses including, but not limited to, its marketing, advertising, investigative, overhead and administrative costs incurred, but

in no event less than **\$16,800.00**. Client may upon prior written notice terminate any such Contractual Engagement after IWS provides services stipulated in Exhibit A of any such Contractual Engagement; *provided, however, Client must pay immediately and in full any owed and/or outstanding compensation due to IWS per the fees noted in Exhibit A.*

4. **Payment Terms.** All such invoices for the Service Fee, as provided in Section 3, shall be issued by IWS on "Net Terms" and are due the first of every month of the contract, or as defined in the fee schedule noticed in Exhibit A. Any invoices not paid within ten (10) days of the date of invoice shall be subject to an interest charge equal to the lesser of 1.5% per month or the highest rate otherwise permissible under applicable law.
5. **Collections.** If collection activities should become necessary, IWS' Service Fee 3 will be adjusted to include any additional related expenses such as, but not limited to, recovery of attorney's fees and court costs. Because IWS performs its Services from its company's offices located in the Commonwealth of Kentucky, Kentucky law will be applicable as the choice of law, and Kentucky courts would exercise jurisdiction over both Parties and have venue.
6. **Remedies; Limitations of Liability.** IWS has no warranties and/or refund policies and makes no representations or warranties, of any kind of nature, of merchantability and/or fitness for a particular purpose, that its exclusive performance of its obligations to render Services hereunder will be satisfactory, notwithstanding its best efforts, nor shall Client ever assert any claims for direct damages or indemnification against IWS. In no event shall either Party be liable to the other Party for any incidental, indirect, consequential, special or punitive damages arising out of or relating to this Agreement.
7. **Independent Contractors.** IWS, acting through its personnel and/or through its agents, contractors or representatives, shall perform its services as an independent contractor on a non-exclusive basis (with IWS being able to render similar services to any competitors of Client), and nothing contained herein shall be deemed to create any partnership, joint venture, or relationship of principal and agent between the Parties hereto or any of their affiliates or subsidiaries, or to provide either Party with any right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other Party.
Non-Solicitation of IWS Contractors or Personnel. During the period commencing on the Effective Date for this agreement and ending one year following the Termination Date or conclusion of the services herein described, the Client shall not, without IWS's prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of the IWS; or (ii) hire, on behalf of the Client or any other person or entity, any person who has left the employment or a contract with IWS within the one-year period following the termination of that person's employment with IWS.
If employment of any kind is offered to any of persons engaged by Incipio to perform services for Client, during the term of this agreement or within 12 months of the conclusion of this agreement, that employment or independent contract shall be subject to a service fee of 35% of the first year's base salary, plus guaranteed bonus or commission offered to that IWS contractor. Due and payable when the person in question is engaged by the Client
8. **Interpretation and Enforceability; Entire Agreement; Counterparts; Assignment; Amendment; No Third-Party Beneficiaries.** The language of the Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted the Agreement or was primarily responsible for the drafting of any language contained herein. Each Party waives the application of any law, regulation, doctrine, holding or rule of construction that ambiguities in an agreement will be construed against the drafter. Each Party represents that they have had the opportunity to and did retain independent counsel to review this Agreement prior to

execution. This Agreement hereto constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings and representations, both written and oral, among the Parties with respect to the subject matter hereof. Each Party acknowledges that in making its decision to enter in this Agreement it is not relying upon any representation, written or oral, not set forth in this Agreement. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts has been signed by each of the Parties and delivered to the other Party, it being assumed that all Parties need not sign the same counterpart. Signatures signed and delivered by facsimile or electronic mail shall constitute an original signature. Neither this Agreement nor any other rights or obligations of either Party under this Agreement shall be assignable or delegable by a Party without the prior written consent of the non-assigning party, which consents shall not be unreasonably withheld, conditioned or delayed. This Agreement may not be amended in writing unless agreed upon by both Parties. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors, assigns and legal representatives. Except for IWS and Client, there are no intended third-party beneficiaries of this Agreement and none may rely on this Agreement in making a claim against IWS.

9. Records Audit. IWS shall maintain during the course of the rendering of the Services, and retain not less than five years from the date of final payment under this Agreement, complete and accurate records of all of IWS's costs which are chargeable to Client under this Agreement; and Client, at Client's sole expense, shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. With respect to the rendering of Services, the records to be thus maintained and retained by IWS shall include (without limitation): (a) payroll records accounting for total time distribution of IWS's employees working full or part time (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for IWS's stores stock or capital items; and (c) paid invoices and canceled checks for materials and/or for services purchased and for subcontractors' and any other third parties' charges.

Language above is required in every contract by Metro OMB regulations and Metro Ordinance LMCO 20.20.

10. Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

- (a) He, or any member of his immediate family has a financial interest therein; or
- (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

11. IWS shall reveal any final determination of a violation by IWS or its subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to IWS or its subcontractor. IWS shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to IWS or its subcontractor for the duration of this Agreement.
12. IWS shall comply with the insurance requirements attached hereto and fully incorporated herein as Exhibit B.

Client hereby acknowledges and accepts the above terms and provisions, including the payment of the Service Fee in accordance with the Payment Terms.

INCIPIO WORKFORCE SOLUTIONS, LLC

By: *Molley Ricketts*
Molley Ricketts, President

Date: 10 / 26 / 2021

LOUISVILLE /JEFFERSON COUNTY METRO GOVERNMENT

By: *Eric Troutman*
Eric Troutman, Chief Of Staff

Date: 10 / 26 / 2021

EXHIBIT A:

Specifications as to Services

Employer Branding:

- Initial Consulting and Discovery (1 hour)
- Culture and Story Branding + Deliverables
- Website & Conversion Path Optimization consulting
- Social Profile optimization for Facebook, Insta, LinkedIn, Twitter, YouTube - Google My Business Profile and other Aggregators (ongoing) - Develop Social brand guideline
- Monthly boosted posts included
- Campaign Development and Strategy (5 ongoing campaigns)
- Custom, on-site video shoot (15-30 mini vids, 3-5 full testimonials, 1 full length online vid)
- Monthly Content Calendars including unique and custom content (20-30 posts per month)
- 1 Custom & SEO optimized blog per month
- 2 Custom Emails Per month
- 2 Custom written employer branded content for website conversion
- Hubspot Portal management (list segmentation, database management, landing page development, a/b testing, CTA tracking, website analytics)

FEE SCHEDULE

Total - \$100,000.00

Date	Amount	Date	Amount
Signing - Now	\$8,400.00	March 1st, 2022	\$8,400.00
October 1st, 2021	\$8,400.00	April 1st, 2022	\$8,400.00
November 1st, 2021	\$8,400.00	May 1st, 2022	\$8,400.00
December 1st, 2021	\$8,400.00	June 1st, 2022	\$8,400.00
January 1st, 2022	\$8,400.00	July 1st, 2022	\$8,400.00
February 1st, 2022	\$8,400.00	August 1st, 2022	\$7,600.00

Incipio invoice will be emailed to:

ET MR

Name: Peter.Niehaus@louisvilleky.gov Title: Wanice.Tunstall@louisvilleky.gov Email: Ronna.Martin@louisvilleky.gov

TITLE	Client Service Agreement - Louisville_Jefferson County Metro...
FILE NAME	CSA Lou_Jeff Metr...io Workforce.docx
DOCUMENT ID	03099543d99b0b1db00406b64ce22dfbeb52f8c0
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



SENT

10 / 21 / 2021

11:35:56 UTC-4

Sent for signature to Eric Troutman (eric.troutman@louisvilleky.gov) and Molley Ricketts (molley@incipioworks.com) from mark@incipioworks.com
IP: 142.196.200.87



VIEWED

10 / 26 / 2021

17:41:39 UTC-4

Viewed by Eric Troutman (eric.troutman@louisvilleky.gov)
IP: 119.12.196.122



SIGNED

10 / 26 / 2021

17:49:09 UTC-4

Signed by Eric Troutman (eric.troutman@louisvilleky.gov)
IP: 165.225.57.205



VIEWED

10 / 26 / 2021

17:52:42 UTC-4

Viewed by Molley Ricketts (molley@incipioworks.com)
IP: 104.3.13.50



SIGNED

10 / 26 / 2021

17:53:05 UTC-4

Signed by Molley Ricketts (molley@incipioworks.com)
IP: 104.3.13.50



COMPLETED

10 / 26 / 2021

17:53:05 UTC-4

The document has been completed.

EXHIBIT B – INSURANCE REQUIREMENTS

A. Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. 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 Metro Government and approved by the 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 Metro Government. Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro Government's option, actual copies of policies.

B. 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."

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

1. COMMERCIAL GENERAL LIABILITY: via the Occurrence Form, primary and non-contributory, 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 and Products/Completed Operations, including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury

D. ACCEPTABILITY OF INSURERS

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

E. MISCELLANEOUS

1. The Contractor shall procure and maintain insurance policies and shall furnish Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro Government at least fifteen (15) days prior to the expiration of any policy(s).
2. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:

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

3. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:

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

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

Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that 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.