



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

Department	Animal Services	Department Contact	Ashley Book
Contact Email	ashley.book@louisvilleky.gov	Contact Phone	502-574-5325

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)	12/04/2018	12/03/2019		

VENDOR INFORMATION

Vendor Legal Name	Idexx Distribution, Inc.				
DBA					
Point of Contact	Chris Freudenberger	Email	chris-freudenberger@idexx.com		
Street	One Idexx Drive				
Suite/Floor/Apt		Phone	502-649-4168		
City	Westbrook	State	Maine	Zip Code	04092
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	\$29,315		(including reimbursement expenses, if applicable)		
Fund Source: General Fund	✓				
Federal Grant		Federal Granting Agency			
Other		Describe:			
Account Code String #	1101	430	4861	486104	521361
Payment Rate		per hour		per day	per service
	\$2,442.92	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.

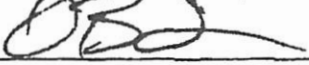
This contract is for an in house blood work machine we currently have and use daily. The contract has expired and we would like to renew because having the machine in house saves us valuable time and money in diagnosing animals by allowing us to prescribe what they need faster than sending it to an outside reference laboratory.

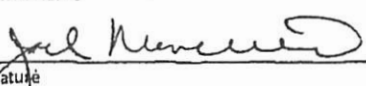
JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE (Attach additional documentation if necessary)

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.

There are 2 companies that offer in house blood work machines but we already have this machine set up and changing would alter the cost of slides and require additional training for the new machine so it would not save us money. Idexx provides the machine with on-site service and updates. This is not a service LMG can provide for Animal Services.

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  Date 12/4/18
 Signature _____
 Printed Name Ozzy Gibson

Purchasing Director  Date 12/20/18
 Signature _____
 Joel Neave

IDEXX 360 Agreement



Practice Name: Louisville Jefferson County Metro Government		Affiliated Practices (If any):	
Address: 3705 MANSLICK RD LOUISVILLE, KY 40215 1409		Phone: 502-361-1318	
Term Start Date: November 1, 2018	Initial Term End Date: October 31, 2024	SAP#: 178885	Affiliated SAP #s:

Note: This offer, as generated on August 10, 2018 is valid for 60 days. Please sign below and return a copy to IDEXX within these 60 days.

IDEXX is pleased to enter into this IDEXX 360 Agreement (this "Agreement") with you. It describes our promises to each other related to your purchase of IDEXX products and services. We use the term "you" to refer to the practice and any affiliated practices named in the table above. We use the term "IDEXX" or "we" to refer to the IDEXX Laboratories, Inc. affiliate noted below. Please read this Agreement carefully and ask us any questions you may have about it.

What IDEXX diagnostic equipment is included as part of this Agreement and how much do you need to purchase from IDEXX?

We agree to provide you with the items indicated below in Column B (the "Equipment") as set forth on your associated IDEXX Sales Order Form(s) in exchange for your agreement to spend the aggregate annual minimum amount indicated below in Column D (the "Annual Minimum Purchase Amount") each 12-month period beginning on the Start Date listed above and each annual anniversary of the Start Date during the term of this Agreement (each, a "contract year") on purchases of the IDEXX products and services listed below ("Qualifying Diagnostic Products"). If in any contract year you reasonably determine that due to budget reductions imposed by your funding authority you will be prevented from spending the Annual Minimum Purchase Amount in such contract year, you will provide IDEXX with notice of such determination (including evidence of such budget reductions) within sixty (60) days of such reduction. Upon receipt of such notice, IDEXX shall at its option either (a) lower the Annual Minimum Purchase Amount to match your revised funding level or (b) terminate this Agreement without any further liability to you (other than obligations to pay for the Qualifying Diagnostic Products already purchased) provided that you return the Equipment undamaged (other than normal wear and tear) and in good operating condition.

A	B	C	D
Current "Baseline" Annual IDEXX Spend	Equipment	Additional "Incremental" Annual IDEXX Spend	Annual Minimum Purchase Amount
Reference Lab: \$3,694 SNAP: \$14,726 VetLab: \$10,895 Software Services: \$0 Total Baseline: \$29,315	Catalyst Dx [®] Analyzer (1) ProCyte Dx [®] Hematology Analyzer (1) IDEXX VetLab [®] Station (1)	\$0	\$29,315

List of Qualifying Diagnostic Products

- All Catalyst[®] chemistry and electrolyte slides
- All LaserCyte[®] reagent kits
- All ProCyte[®] reagent kits and stain packs
- All IDEXX Reference Laboratories services
- All SedVue Dx[®] Pay Per Run Charges
- All VetLab[®] UA[™] consumables
- All Coag Dx[™] consumables
- All SNAP[®] tests
- All VetStat[®] consumables
- All VetLyte[®] consumables
- All VetTest[®] slides
- All VetAutoread[®] VetTubes
- IDEXX Petly[®] Plans
- rVetLink[®]
- IDEXX Pet Health Network[®] Pro monthly subscription
- IDEXX Pet Health Network[®] Pro postcards

- Data Backup and Recovery

- WebPACS

All purchases of Qualifying Diagnostic Products are subject to our One-IDEXX Master Terms, provided with this Agreement and incorporated herein (the "Master Terms"). The Annual Minimum Purchase Amount is calculated net of taxes, shipping, allowances, credits and discounts. Only purchases of Qualifying Diagnostic Products directly from IDEXX or our authorized distributors count towards your Annual Minimum Purchase Amount.

When will you own the Equipment?

IDEXX is the owner of the Equipment and shall retain title to the Equipment unless and until you fulfill the Annual Minimum Purchase Amount for each contract year during the term of this Agreement.

What are your obligations with respect to the Equipment until you own it?

Except in cases of repair at IDEXX's facilities or exchange of equipment by IDEXX, you will keep and use the Equipment only at your address shown above and not remove it from that address or after it in any way. You will be responsible for any sales tax due upon transfer of ownership of the Equipment from IDEXX to you.

You agree not to damage or misuse any of the Equipment, and to protect all of the Equipment from any kind of damage or loss during the term. If any Equipment is damaged or lost for any reason, you agree at IDEXX's option either: (i) to pay to IDEXX the suggested retail list price of the Equipment as of the time of damage or loss (depreciated on a straight-line basis over 6 years and pro-rated monthly), in which case you will own such Equipment "as is" and with all faults and defects or (ii) to pay to IDEXX the reasonable cost of repairing the Equipment. You shall promptly notify IDEXX of any loss or damage to the Equipment. You agree to keep the equipment fully insured against loss and to have IDEXX named as loss payee.

You shall not permit any security interest or other lien or encumbrance to attach to the Equipment, and shall notify us immediately if one does. You shall indemnify us against any costs, including reasonable attorneys' fees, if any security interest or other lien or encumbrance attaches to any Equipment. You authorize us to make a filing under the Uniform Commercial Code (UCC) to permit us to perfect a security interest in and/or evidence our continued ownership of the Equipment.

What happens if you do not meet your annual minimum purchase obligations?

IDEXX will provide a monthly summary of your spending on Qualifying Diagnostic Products throughout the term of this Agreement either through a monthly statement or through IDEXX.com/points. If at any point you are at risk of not meeting your Annual Minimum Purchase Amount for such contract year, you will have an opportunity to purchase such Qualifying Diagnostic Products as are necessary to fulfill your Annual Minimum Purchase Amount.

If you fail to spend in any contract year the Annual Minimum Purchase Amount on purchases of Qualifying Diagnostic Products, you agree that IDEXX may retroactively charge you the difference between the amount of your actual net spending on purchases of Qualifying Diagnostic Products during such contract year and the Annual Minimum Purchase Amount (the "shortfall"). If you fail to meet your Annual Minimum Purchase Amount in spending on purchases of Qualifying Diagnostic Products in multiple contract years, IDEXX reserves the right to charge you for the shortfall monthly or quarterly, as opposed to annually. If you fail to timely pay the shortfall as provided above: (i) IDEXX reserves the right to charge you for the then-current suggested retail list price of the Equipment as of the time of such charge (depreciated on a straight-line basis over 6 years and pro-rated monthly), in which event you will own the Equipment upon IDEXX's receipt of all payments due, and (ii) if such non-payment of the shortfall occurs in 2 consecutive years, IDEXX reserves the right to demand, and you shall, return of the Equipment to IDEXX undamaged (other than normal wear and tear) and in good operating condition.

 Customer's Initials

What reference laboratory services and benefits will IDEXX provide?

As an IDEXX partner, we will provide reference laboratory services to you as described in our Directory of Tests and Services (the "Directory"). We update the Directory from time to time. You may access the current Directory at www.vetconnectplus.com or request a copy through IDEXX Online Orders.

What additional partner benefits will IDEXX provide in connection with its reference laboratory services?

As a result of the ongoing investment we make in research and development, IDEXX Reference Laboratories offers many other partner benefits to help support the success and growth of your practice, and the engagement and development of your staff. At this time, these partner benefits include:

- IDEXX VetConnect® PLUS - Access to our cloud-based mobile application which provides real-time, integrated diagnostic results, as well as the ability to trend them for more informed clinical decision making;
- IDEXX Learning Center - Access to our robust and diversified library of educational courses and classes, which provide the opportunity to earn continuing education credits for you and your entire staff; and
- Real Time Medical Consulting – Access to our internal medicine consultants, who are a phone call away and provide real-time medical consulting on challenging cases and clinical situations.

As the leader in veterinary diagnostics, IDEXX is committed to continuing to invest in innovations that help support the growth and success of your practice and, as an IDEXX partner, you will enjoy access to these benefits as we make them available. As our partner benefits change from time to time, we will provide you with updates as changes occur.

What is the term of this Agreement?

This Agreement has an initial term of 6 years, beginning on the *Start Date* and ending on the *Initial End Date* listed in the table at the top of the first page (the "*initial term*"). You and IDEXX are agreeing to honor this Agreement for its full term and, except as expressly set forth herein, are not agreeing to any early termination rights.

Autorenewal/IDEXXCare Plus Coverage option: By checking "yes" below, you agree that after the end of the initial term, this Agreement will automatically renew for up to 3 successive one-year periods (each, a "*renewal term*") unless either party to this Agreement gives the other party 60 days' prior written notice of non-renewal before the end of the initial term or latest renewal term, as applicable. If you select this option, you will receive IDEXXCare Plus coverage for all of your IDEXX in-house Analyzers (including the IDEXX in-house Analyzers among the Equipment and any other in-house Analyzers in your practice) that remain connected to SmartService at no additional cost to you during each renewal term. If you do not select this option, the Agreement will end after the initial term, and you will be responsible for payment of any IDEXXCare Plus coverage thereafter.

Yes

No

 Customer's Initials

What happens if you do not meet your obligations under this Agreement?

IDEXX is here to support your practice and our shared commitment to better veterinary care as part of providing you the services and partner benefits under this Agreement, and has entered into this Agreement in good faith, expecting you to meet your obligations for the full term, as you expect of us. If you breach this Agreement (including failure to meet your Annual Minimum Purchase Amount) and we are unable to resolve the matter amicably in what we believe is a reasonable timeframe, you agree that, in addition to all remedies available at law or equity, IDEXX may require that you immediately pay the Annual Minimum Purchase Amount(s) due for the remainder of the term of this Agreement.

 Customer's Initials

What other terms apply to this Agreement?

During the first year after you receive the Equipment, the Equipment is covered by IDEXX's limited warranty as set forth in the Master Terms, and for the remainder of the term of this Agreement, the Equipment is covered by our IDEXXCare Plus coverage at no additional cost to you. Following the end of the term of this Agreement, you may cancel your IDEXXCare Plus coverage by providing written notice to IDEXX. You will also maintain IDEXXCare Plus coverage at no additional cost for the equipment you received under your VC Agreement (as defined in Section 11 of the Additional Terms and Conditions below) until October 07, 2015. If this Agreement is renewed past the initial term, you will receive IDEXXCare Plus coverage for all of your IDEXX in-house Analyzers (including the Equipment and any other in-house Analyzers in your practice) that remain connected to SmartService at no additional cost to you during each renewal term.

IDEXX SmartService™ Solutions ("*SmartService*") and your IDEXX VetLab® Station must be on at all times under this Agreement for tests run in-house. You should follow the standard weekly restart recommendations. It is your sole responsibility to ensure SmartService is activated and connected. SmartService must be activated prior to or during the installation of the Equipment in order to participate in the opportunities provided under this Agreement.

The foregoing terms are subject to the Additional Terms and Conditions that start on the next page, which are incorporated into this Agreement.

Kentucky State and Local Statutory Requirements

Conflict of interest – Gratuities and kickbacks – Use of confidential information

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

Contracts required to mandate revealing of violations of and compliance with specified KRS chapters

IDEXX shall reveal any final determination of a violation by IDEXX 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 IDEXX or its subcontractor. IDEXX shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to IDEXX or its subcontractor for the duration of this Agreement.

Records Audit

IDEXX shall maintain during the course of this Agreement, and retain not less than 5 years from the date of final payment on this Agreement, complete and accurate records of all of IDEXX's costs which are chargeable to you under this Agreement; and you shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by IDEXX shall include (without limitation): (a) payroll records accounting for total time distribution of IDEXX's employees working full or part time on the work chargeable to you (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 IDEXX's stores stock or capital items chargeable to you; and (c) paid invoices and canceled checks for materials purchased for you and for subcontractors' and any other third parties' charges.

By signing below, you agree to all the terms above, the Additional Terms and Conditions and the Master Terms, and you confirm that you are signing on behalf of, and are authorized to sign on behalf of, the legal entity(ies) that own the practice(s) named below.

IDEXX DISTRIBUTION, INC.

By: [Signature]
Signer's Name: Jeff Buschman
Signer's Title: Sales Support Manager
Date Signed: 1/29/18

Louisville Jefferson County Metro Government

By: [Signature]
(Practice Signature)
Signer's Name: Dazy Gibson
Signer's Title: Director
Date Signed: 02/12/18

IDEXX 360 Point of Contact Name:
Ashley Book

IDEXX 360 Point of Contact Email:
ashley.book@louisvilleky.gov

IDEXX 360 Agreement - Additional Terms and Conditions

1. Taxes and Fees; shortfall exceptions. You are responsible for and agree to pay when due all taxes, fines and penalties relating to this Agreement. You will be responsible for any sales tax due at the time of transfer of ownership of the Equipment. Notwithstanding anything to the contrary in this Agreement, any portion of any shortfall solely attributable to a reduction in spending on SNAP tests will not be invoiced. Also, in the first contract year, you will not be invoiced for any shortfall so long as you spend at least 90% of the Annual Minimum Purchase Amount on purchases of Qualifying Diagnostic Products.

2. Assignment. A sale or other transfer of your practice does not end your obligations under this Agreement. You agree to not sell, transfer, assign or delegate performance of this Agreement without the prior written consent of IDEXX. Any change in ownership of your practice(s) such that those persons or entities that control such practice(s) as of the beginning of the term of this Agreement no longer control such practice(s) shall be deemed an assignment of this Agreement. "Control" refers to (i) the possession, directly or indirectly, of the power to direct the management of the practices, whether through the ownership of securities, by contract, or otherwise, or (ii) the ownership, directly or indirectly, of at least 50% of the securities or other ownership interest of the practice(s). You agree not to transfer any assets that are required for you to fully perform under this Agreement without IDEXX's prior written consent.

3. Other IDEXX programs. IDEXX reserves the right to determine what other IDEXX sales programs you may participate in during the term of this Agreement.

4. Audit Rights. IDEXX has the right, upon reasonable advance notice (not less than five business days) during normal business hours, to inspect your records to verify your compliance with this Agreement.

5. Other Agreements or Commitments. This Agreement does not supersede or terminate any obligation you may have with any third party with respect to your reference laboratory services or in-house diagnostics, and by entering into this Agreement, you represent that you can comply with your obligations herein without violating any other agreement you have.

 Customer's Initials

6. Terms of Sale. Any terms and conditions contained in any purchase order form issued by you for any IDEXX product or service are null and void and are entirely superseded by the terms and conditions of this Agreement and those contained in IDEXX's standard terms and conditions of sale and, if reference laboratory

services are included in this Agreement, the Directory. You shall use Qualifying Diagnostic Products counting toward your Annual Minimum Purchase Amount only in the practice location(s) listed above, and not sell or transfer them to any other clinic or location.

7. Performance Excuse. IDEXX is not liable for any failure or delay to perform due to strikes (legal or illegal), lockouts, fires, floods or water damage, natural disasters, riots, government acts or orders, interruption of transportation, or any other causes beyond our control. We will notify you of such an occurrence as soon as reasonably practicable, and we will try diligently to end the failure or delay and minimize its impact.

8. Governing Law; Venue; Waiver of Jury Trial. This Agreement and our respective rights and duties are governed by the laws of Kentucky (Ontario for Canadian practices), without giving effect to the principles of the conflict of laws thereof. Any legal actions relating to this Agreement must be brought in the court of appropriate jurisdiction in the State of Kentucky (or the Province of Ontario for Canadian practices), which shall have exclusive jurisdiction (except that we may bring an action for an injunction or similar equitable relief against you in any proper jurisdiction), and you hereby waive any claim of lack of jurisdiction or inconvenient forum. **YOU AND WE WAIVE TRIAL BY JURY IN ANY LEGAL ACTION BY OR AGAINST US IN SUCH LEGAL ACTIONS.** We each further waive any claims against the other for multiple, punitive or exemplary damages in any legal actions relating to this Agreement. The prevailing party in any such legal actions shall be entitled to an award of its reasonable legal fees and costs.

9. Confidentiality. You may not disclose the specific terms and conditions of this Agreement, including pricing and discount terms, except as may be required by applicable securities or other laws, rules or regulations or the order of a court having jurisdiction. If you have signed a separate Confidential Disclosure Agreement with IDEXX, the terms of this Agreement are confidential information under that agreement.

10. Use of Personal Information. IDEXX collects your personal information to respond to your request for products, services, or information, to fulfill our obligations to you under orders or contracts, to arrange for and process payments owed by you in connection with orders or contracts, or for other limited purposes. IDEXX does not share your personal information with third parties unless required to do so by law, or as reasonably necessary to fulfill or administer orders or contracts made with IDEXX. IDEXX may also use your personal information to send you educational information,

information about upcoming seminars, information about new tests that become available, and information about products and services offered by IDEXX and IDEXX's partners that we think may be of interest to you. Because IDEXX is a multi-national company, please note that your information may be stored and processed in the United States, countries of the European Union and elsewhere. If you do not want to receive unsolicited commercial information, please contact IDEXX by telephone at 1-888-557-6918 or by email at chiefprivacyofficer@IDEXX.com.

11. Miscellaneous. This Agreement, together with our standard terms and conditions, the Directory (if reference laboratory services are included in this Agreement) and any separate Confidential Disclosure Agreement you have entered into with IDEXX, are the entire agreement between us, and supersede all prior agreements related to the subject matter hereof, including but not limited to the IDEXX Vetlab Volume Commitment Agreement dated October 07, 2015 (the "VC Agreement"), which the parties agree will automatically terminate as of the Start Date (and, for the avoidance of doubt, upon termination of the VC Agreement, IDEXX transfers ownership of the equipment provided under the VC Agreement to you). This Agreement creates an independent contractor relationship and nothing in this Agreement shall be construed to create the relationship of employer and employee, agency, joint venture, partnership or association between you and IDEXX. This Agreement may be modified only in writing signed by the parties and not by course of performance. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Facsimile or electronic copies of this Agreement bearing authorized signatures may be treated as an original. Any delay or failure by IDEXX to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time.

12. Notices. Each party shall deliver notices, requests, consents and other communications under this Agreement (each, a "Notice") in writing and addressed to the other party as follows: if to you, to the address on the first page of this Agreement; if to IDEXX, to IDEXX Laboratories, Inc., One IDEXX Drive, Westbrook, ME 04092, ATTN: CAG Sales Support Manager; or to such other address as either party may from time to time specify in writing to the other party. Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier that provides a receipt, or certified or registered mail, return receipt requested. A Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice as complied with the requirements of this Section.

13. English Language (Québec only). The parties confirm that it is their wish that this Agreement and any other documents delivered or given pursuant to this Agreement, including notices, have been and shall be in the English language only. Les parties aux présents confirment leur volonté que cette convention de même tous les documents, y compris tous avis, s'y rattachant, soient rédigés en anglais seulement.

14. Certification: By signing and accepting this Agreement, you acknowledge that before execution of this Agreement IDEXX offered to sell you consumable products and laboratory services and/or to sell or lease you the Equipment, separately, and that you declined those offers and accepted the terms of this Agreement instead.

HOLD HARMLESS AGREEMENT AND INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS

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.

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
2. **WORKERS' COMPENSATION (if applicable):** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY** - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.
3. **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.
4. **PROFESSIONAL LIABILITY (Errors and Omissions Liability):** insurance policy, which includes a minimum limit of liability of \$1,000,000 for each Wrongful Act, and \$2,000,000 aggregate limit. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the

Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

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
OMB Purchasing – Contracts Division
611 West Jefferson Street
Louisville, Kentucky 40202

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

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202
riskreview@louisvilleky.gov

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.

5. 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.