



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

Department	Louisville Metro Parks & Recreation	Department Contact	Lisa Hite
Contact Email	lisa.hite@louisvilleky.gov	Contact Phone	574-6105

Contract Type: check one	<b>New</b>	<b>Amendment</b>		
		Additional Funds	Time Extension	Scope
Professional Service	✓			
Sole Source (goods/services)				
	<b>Start</b>	<b>End</b>		
Requested Contract Dates (MM/DD/YYYY)	03/15/2017	03/15/2018		

**VENDOR INFORMATION**

Vendor Legal Name	Ben Miles			
DBA	Shire Environmental			
Point of Contact	Ben Miles	Email	ben@shire-environmental.com	
Street	503 E. Walnut St.			
Suite/Floor/Apt		Phone	(859) 516-4908	
City	Danville	State	KY	Zip Code 40422
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	<b>\$30,000</b>		(including reimbursement expenses, if applicable)		
Fund Source: General Fund					
Federal Grant	✓	Federal Granting Agency	U.S. Fish & Wildlife Service		
Other		Describe:			
Account Code String #	2551	705	1605	167617	442104
Payment Rate	\$50.00	per hour		per day	per service
		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.

Coordination of GIS mapping data from all collaborating organizations and agencies that will be used to develop a regional conservation map as part of a project with Louisville Metro Government (through its Department of Parks and Recreation and the Louisville/Jefferson County Environmental Trust), U.S. Army Corps of Engineers and Kentucky Natural Lands Trust.

Responsibilities include: review maps and collect data from GIS professionals of several federal, state and local government agencies and conservation groups; review existing "Large Landscape Conservation" mapping efforts, identify best practices and models to follow; ensure appropriate data is being submitted and received by U.S. Army Corps technicians; work with cooperating groups to geo-locate or digitize organizational focus areas, service area boundaries or other desired map features; ensure that all appropriate stakeholders are represented and contacted; organize meetings, take minutes.

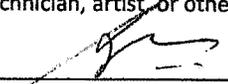
**JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE** (Attach additional documentation if necessary)

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.

Shire Environmental has an existing working relationship with many of the collaborating organizations working on this project and has relevant mapping experience in Kentucky, Tennessee and California. Mr. Miles has worked with land trusts doing regional mapping including digitizing focus areas and relevant conservation features in other states and is able to bring that experience to Kentucky as part of this Lower Salt River Watershed project.

Internet searches for vendors providing similar services indicate that local, state and federal government agencies and universities have their own GIS programs that are geared to services such as emergency dispatch, land planning for development, emergency management, property appraisal, civil engineering, transportation planning, monitoring crime and accidents, public health analysis, economic development, and census analysis. We were unable, however, to find another company that has the relevant experience with land trusts, land conservation organizations such as Bernheim Forest as well as government agencies. Especially important is Mr. Miles's experience in working with a wide variety of these organizations and his ability to synthesize data from different formats into a regional, interactive map. To our knowledge there is no one with similar expertise and experience within Louisville Metro Government and certainly no one with the capacity to add this project to their existing workload within the one-year time frame of this project.

**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 2/16/17  
 Signature   
 Printed Name STEVE G. HORE

Purchasing Director \_\_\_\_\_ Date 3/4/17  
 Signature   
 Printed Name Joel Neaveill

**Vendor Information**CLOSE WINDOW  HELP**Vendor Information**

Business Name	<b>Shire Environmental, DBA Shire Environmental</b>
Contact Person	<b>Ben Miles</b>
Address	<b>P.O. Box 1706</b>
> <a href="#">Map This Address</a>	<b>Danville, KY 40423</b>
Phone	<b>859-516-4908</b>
Fax	
Email	<b><a href="mailto:ben@shire-environmental.com">ben@shire-environmental.com</a></b>
Website	<b><a href="http://www.shire-environmental.com">www.shire-environmental.com</a></b>
System Vendor Number	<b>20481200</b>
Renewal	<b>2/14/2018</b>

**Commodity Codes**

Code	Description
NAICS 541	Professional, Scientific, and Technical Services

**Customer Support**[Print This Page](#)

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## **Friedman, Steve P**

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**From:** Burt, Michael <Michael.Burt@metrorevenue.org>  
**Sent:** Tuesday, March 7, 2017 2:46 PM  
**To:** Friedman, Steve P  
**Subject:** RE: Compliance / Ben Miles DBA Shire Environmental

This account is in compliance. Thanks!

Michael Burt  
Compliance Auditor  
(502)574-4927  
Fax: (502)574-4818

---

**From:** Friedman, Steve P [<mailto:Steve.Friedman@louisvilleky.gov>]  
**Sent:** Tuesday, March 7, 2017 2:04 PM  
**To:** Burt, Michael <[Michael.Burt@metrorevenue.org](mailto:Michael.Burt@metrorevenue.org)>  
**Subject:** Compliance / Ben Miles DBA Shire Environmental

Please confirm that the vendor listed below is registered and compliant with the Revenue Commission.

Ben Miles, DBA Shire Environmental  
503 E. Walnut Street  
Danville, KY 40422  
406-33-9329

Thanks,

Steve Friedman  
Office of Management & Budget  
Division of Purchasing  
Louisville Metro Government  
611 West Jefferson Street  
Louisville, KY 40202  
502-574-3920  
[Steve.friedman@louisvilleky.gov](mailto:Steve.friedman@louisvilleky.gov)

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its Parks Department, herein referred to as “**METRO GOVERNMENT**”, and **BEN MILES**, with offices located at 503 East Walnut Street, Danville, Kentucky 40422, herein referred to as “**CONSULTANT**”,

### **WITNESSETH:**

**WHEREAS**, the Metro Government wishes to engage Consultant for coordination of GIS mapping information which will be used to develop a regional conservation map; and

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

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

**I. SCOPE OF PROFESSIONAL SERVICES**

**A.** Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant’s work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

**B.** Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.

C. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

D. The services of Consultant shall include but not be limited to the following:  
Those described on the Metro Government's "Non-Competitive Contract Request Form" attached hereto and fully incorporated herein as Attachment A.

## II. FEES AND COMPENSATION

A. Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement as described on Attachment A attached hereto and fully incorporated herein. Total compensation payable to Consultant for services rendered pursuant to this Agreement, including out of pocket expenses, shall not exceed **THIRTY THOUSAND DOLLARS (\$30,000.00)**.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Consultant's invoice when payment is requested. In the event payment is made in lump sum at the end of the

service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Consultant shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

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

### III. DURATION

A. This Agreement shall begin March 15, 2017 and shall continue through and including March 15, 2018.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

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

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

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

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

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on this Agreement, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records

accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

#### **VI. HOLD HARMLESS CLAUSE**

The Consultant 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 Consultant's (or Consultant's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement. (See Attachment B for Insurance requirements.)

#### **VII. REPORTING OF INCOME**

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate

contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

**VIII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

**IX. AUTHORITY**

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

**X. CONFLICTS OF INTEREST**

Pursuant to KRS 45A.455:

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

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

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

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

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

inducement for the award of a subcontract or order.

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

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

#### **XI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

#### **XII. OCCUPATIONAL HEALTH AND SAFETY**

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

**XIII. SUCCESSORS**

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

**XIV. SEVERABILITY**

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

**XV. COUNTERPARTS**

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

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

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

**XVIII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS** The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

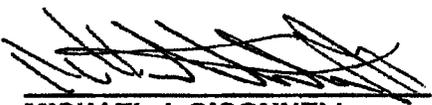
**XIX. REQUIRED FEDERAL TERMS**

Consultant shall comply with the federal contract terms attached hereto and fully incorporated herein as Attachment C.

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

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

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT



MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY

Date: 3/7/17



SEVE GHOSE, DIRECTOR  
PARKS DEPARTMENT

Date: 3/10/17

BEN MILES



BEN MILES

Date: 3/8/17

Taxpayer Identification No.  
(TIN): \_\_\_\_\_

Louisville/Jefferson County  
Revenue Commission Account  
No.: \_\_\_\_\_

**ATTACHMENT A**



**Office of Management and Budget  
Division of Purchasing  
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Contact Email	lisa.hite@louisvilleky.gov	Contact Phone	574-6105

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Department Director \_\_\_\_\_ Date 2/16/17  
 Signature [Signature]  
 Printed Name SEVE GHOSE

Purchasing Director \_\_\_\_\_ Date 3/6/17  
 Signature [Signature]  
 Printed Name Joel Neaveill

ATTACHMENT B

**INSURANCE REQUIREMENTS**

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

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

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

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

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

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, primary, non contributory ,with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury, Property Damage, and Products/Completed Operations including:

- a. Premises - Operations Coverage
- b. Products and Completed Operations
- c. Contractual Liability
- d. Broad Form Property Damage
- e. Independent Contractors Protective Liability
- f. Personal Injury

2. **WORKERS' COMPENSATION (IF APPLICABLE)** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

## ACCEPTABILITY OF INSURERS

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

## MISCELLANEOUS

- A. Contractor shall procure and maintain insurance policies as described herein and for which the **Louisville/Jefferson County Metro Government's Purchasing Division** shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro at least fifteen (15) days prior to the expiration of any policy(s).

- B. **Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:**

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

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

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

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

**Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.**

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

## ATTACHMENT C

### REQUIRED FEDERAL TERMS

Per 36 CFR 1207.36 and 2 CFR 200:

1. Contractor agrees to provide the Purchaser, the United States Department of The Interior Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the U.S. Department of The Interior, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
3. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. See KRS 45A.351.
4. Clean Water –
  - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the Department of The Interior and the appropriate EPA Regional Office.
  - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the United States Department of The Interior.
5. Clean Air –
  - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the U.S Department of The Interior and the appropriate EPA Regional Office.
  - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Justice.
6. The Contractor agrees to comply with Executive Order 11738 and EPA regulations, including but not limited to 40 CFR 15.
7. **Copyrights** –
  - a. The United States Department of The Interior reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to

authorize others to use, for Federal Government purposes:

- i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- ii. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

8. **Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:
- a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Metro Government and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the United States Department of The Interior is ultimately notified.
  - b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Metro Government and the Contractor agree to take the necessary actions to provide, through the United States Department of The Interior, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
  - c. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the United States Department of The Interior.
9. The Contractor agrees that the reporting requirements contained in 10 CFR 600.240 and 600.241 apply to this Contract and further agrees to abide by any of the requirements therein applicable to it.
10. This contract is a covered transaction for purposes of 29 CFR Part 98. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 29 CFR 98.995, or affiliates, as defined at 29 CFR 98.905, are excluded or disqualified as defined at 29 CFR 98.940 and 98.945.

The contractor is required to comply with 29 CFR 98, Subpart C and must include the requirement to comply with 29 CFR 98, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by The United States Department of The Interior. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the

United State Department of The Interior, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12. TITLE VI

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

13. Consultant shall comply with the uniform administrative requirements contained in 2 CFR 200.

14. ALL FEDERAL: Bidder's DUNS Number \_\_\_\_\_

If you do not have a DUNS number, contact Dun & Bradstreet at (866) 705-5711 or go to <http://fedgov.dnb.com/webform/displayHomePage.do>