

AGREEMENT FOR SOLE SOURCE PURCHASE

THIS CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **PARKING AUTHORITY OF RIVER CITY**, herein referred to as “**METRO GOVERNMENT**”, and **POM, INCORPORATED** , with offices located at 200 South Elmira Avenue, Russelville, Arkansas 72811, herein referred to as “**CONTRACTOR**”,

WITNESSETH:

WHEREAS, the Metro Government wishes to purchase parking meter replacement parts; and

WHEREAS, the Contractor has been determined by the Metro Government to be a sole source to provide same,

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

I. SCOPE OF SERVICES

A. Contractor shall, at the request of the Metro Government, provide goods under the terms of this Agreement.

B. The services of Contractor shall include but not be limited to the following:

- 1.** Parking meter replacement parts as described on Attachment A attached hereto and fully incorporated herein.

II. FEES AND COMPENSATION

A. The Metro Government shall pay Contractor for goods as priced on Attachment A. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00)**.

B. Payment shall be made pursuant to Attachment A.

C. The Metro Government shall not reimburse out of pocket expenses under this Agreement.

III. DURATION

A. This Agreement shall begin July 1, 2020 and shall continue through and including June 30, 2021.

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.

IV. RECORDS-AUDIT

Contractor shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Contractor'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 Contractor shall include (without limitation): (a) payroll records accounting for total time distribution of Contractor'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 Contractor'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.

V. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Contractor in accordance with Schedule B attached hereto.

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor shall indemnify, hold harmless, and defend 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 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.

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. Contractor agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Contractor 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 Contractor, 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.

XII. 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. In the event of a conflict between the terms of this Agreement and the terms in any of the Attachments, this Agreement shall govern.

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, Contractor 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

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

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**

DocuSigned by:

Paul Rutherford

**MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY**

Date: 8/17/2020

DocuSigned by:

Joe Neaveill

**JOE NEAVEILL, DIRECTOR, PURCHASING
DEPARTMENT**

Date: 8/17/2020

PARKING AUTHORITY OF RIVER CITY

DocuSigned by:

Tiffany Smith

TIFFANY SMITH, DIRECTOR

Date: 8/17/2020

POM, INCORPORATED

DocuSigned by:

By: *Terry Henderson*

398EE0E7820C436... Terry Henderson

Title: Marketing Manager

Date: 8/17/2020

**Taxpayer Identification No.
(TIN):** [REDACTED]

**Louisville/Jefferson County
Revenue Commission Account
No.:** [REDACTED]

ATTACHMENT A

**Model E Tamperproof, Magnum, and 95 HOUSING Parts and Accessories, sorted by POM Part Number,
Effective June 1, 2020 (* means must be configured, with part number shown as base) prices are
subject to change without notice**

Part No.	Duncan Part No.	Description		
100-244		E-ring	\$	0.45
100-368	1903	Screw 6-32x3/16	\$	0.19
100-384-POM		Key for top housing, specify series in last three digits (POM, MCM, MBM)	\$	4.27
100-384-KXA		Key for top housing, KXA	\$	6.25
100-398		Number plate, specify numbers	\$	1.27
100-399		Blank number plate	\$	0.74
100-424		Drive screw #0x1/4	\$	0.16
100-426		Mounting bolt 1/2-13x5 Grade 5 h.d.	\$	0.96
100-434		Washer, 1/2" flat	\$	0.42
100-435		Steel wedge assy, 2" w/nut	\$	5.40
100-436		Nut, expansion anchor	\$	1.70
100-437		Steel wedge, 2" (3 required)	\$	0.94
100-438		Steel wedge assy, 2-1/2" w/o nut	\$	5.00
100-466		Lock assy for E iron or zinc mech housing (specify series EX-, MM-, etc.)	\$	20.30
100-468		Key, E upper, specify code EX-, MM-, etc.	\$	7.78
100-469		Handle for tubular key	\$	15.00
100-471		Nut, large for lock	\$	0.69
100-472		Nut 9/32-28	\$	0.39
100-473		Lock washer	\$	0.20
100-530		Pipe, Sched. 40 galvanized steel, 2" i.d., 48"	\$	39.00
100-531		Pipe, Sched. 40 galvanized steel, 2" i.d., 60"	\$	46.00
100-532		Pipe, Sched. 40 galvanized steel, 2" i.d., 51"	\$	44.00
100-556*		Twin adapter assembly, aluminum, for 2" ID pipe, set-screw mounting type, specify type of meter to be mounted, unpainted		\$48.00
100-562		Bolt, twin adapter, 1/2-13x4 Grade 5	\$	0.68
100-569		Set screw 1/4-20x5/8	\$	0.60
100-637		Screw, 4-40x3/8, flat head	\$	0.13
100-638		Return spring, Y wheel	\$	0.72
100-639		Return spring, X wheel	\$	0.69
100-677		Safeguard coin box w/o door	\$	23.62
100-678		Safeguard coin box for E or Duncan, specify code	\$	37.00
100-684		Safeguard Coin box Door, Specify Code	\$	18.76
100-685		Lock cap	\$	3.68
100-686		Y latch wheel	\$	1.01
100-687		X Latch wheel	\$	0.94
100-840*		Quad mounting adapter assy, 2"	\$	120.00
100-841*		Quad mounting adapter assy, 2"-1/2"	\$	130.00
100-717		Screw, coin door bracket	\$	0.24
101-200		Base flange, die cast zinc, for 2" ID (2-1/2"OD) pipe, unpainted	\$	15.84
101-201		Base flange, die cast zinc, for 2-1/2" ID (3"OD) pipe, unpainted	\$	17.85

101-334		Retainer washer	\$	0.16
101-410		Open top box, OBSOLETE, SUB 103-575	\$	5.04
101-410-001	1348	Open top box, 95 vault, OBSOLETE, SUB 103-575	\$	5.04
101-415		Wall mounting bracket	\$	97.00
101-574		Changematic lock for E zinc or iron Mech housing, specify series 1K-, 2K- Etc.	\$	20.55
101-574-101		Changematic lock for Duncan 60, w/nut Specify series	\$	24.10
101-575-003		Changematic lock for E Vault doors	\$	31.37
101-579		Changematic reset tool, specify 1K-, 2K-, etc.	\$	9.05
101-678		Large number plate, specify number	\$	1.50
101-678-001		Special Large Number plate, specify number	\$	1.32
101-678-006	1705	Serial number plate (specify #)	\$	1.44
102-058		Washer	\$	0.03
102-178		Steel wedge assy, 2-1/8" ID pipe	\$	5.38
102-488-001		Medeco lock for E vault doors, specify Series	\$	39.76
102-629		Roll pin	\$	0.66
102-652	2041-3	Dome window, Lexan, rounded	\$	2.50
102-670-001		Lock, Medeco, for E zinc or iron mech housings, specify series	\$	31.00
102-671		Key, Medeco, short for mech housing	\$	6.85
102-680		Slide, hinge	\$	1.06
102-680-001		Slide, hinge, Magnum	\$	1.06
102-754-001-POW		Vault, E iron, without door, powder painted gray, machined for #10-32 screws (will fit Duncan zinc mech top)	\$	73.00
102-754-POW		Vault, E iron, without door, powder painted gray, machined for 5/16-24 screws (will fit Duncan iron mech top)	\$	75.20
102-895		Screw	\$	0.14
102-935		Base flange, stamped aluminum, unpainted, for 2" ID (2-1/2" OD) pipe	\$	9.00
102-958		Coin box bracket, std coin obx	\$	7.22
102-959		Coin box bracket, lg or Magnum coin box	\$	7.30
102-959-001		Coin box bracket, lg or Magnum, reinforced	\$	9.25
102-962		Hinge bracket assy	\$	3.10
102-965-POW		Vault, E zinc, w/o door, powder painted	\$	67.80
102-967-POW		Vault door, E zinc, powder painted gray	\$	21.99
102-986		Key, service, National Lock, series?	\$	15.00
102-987		Key, set, National Lock, series?	\$	24.02
102-992		Lock slide for Changematic, Medeco, Duo, or National Lock	\$	3.63
102-992-001		Lock slide for E-lock	\$	3.63
102-993		Lock cam, Changematic	\$	1.39
102-993-001		Lock cam, Medeco or Duo	\$	1.39
102-994		Shoulder screw for E-lock in vault	\$	0.80
102-997-001-POW		Converter, Twin, for Duncan zinc top, powder painted DISCONTINUED		N/A
102-998-001		Lock plug, POM, E mech housing	\$	8.37
103-008		Lock barrel, Medeco, for E vault door	\$	2.09
103-012		Lock plug, Medeco, for E vault door	\$	35.68

103-015		Nut, E-Lock, TP Vault	\$	1.50
103-017		Shoulder screw for E-lock in vault	\$	1.00
103-026		Lock, Illinois Duo, for E vault, series?	\$	25.70
103-027		Lock, Illinois Duo, for E tops, series?	\$	25.70
103-051-POW		Vault door, E iron, powder painted gray	\$	32.69
103-063		Gripper wedge (3 required)	\$	1.50
103-064		Gripper wedge assy w/nut, 2" ID pipe	\$	6.00
103-065		Gripper wedge kit w/washer & grade 5 bolt	\$	6.71
103-068		Shoulder screw for Medeco, Duo, Changematic, or National vault locks	\$	0.80
103-184		Plate, drain	\$	8.25
103-189		Plug, rubber	\$	0.13
103-208		E-ring	\$	0.12
103-252		Key, steel tubular w/o handle, long, specify series 1K, 2K, etc.	\$	24.21
103-253		Key, steel tubular w/handle, long, specify series 1K, 2K, etc.	\$	33.40
103-284		Gripper wedge assy w/nut, 2-1/2" pipe	\$	7.52
103-290		Chute for twin converter	\$	8.40
103-291		Chute top for twin converter	\$	3.73
103-310		Gasket, drain plate	\$	0.59
103-395		Key, Changematic, w/smaller style zinc	\$	26.50
103-436		Key, Changematic, w/extension and zinc	\$	28.82
103-536		Lori (Login) vault key	\$	31.25
103-540		Lori lock assembly, with cam and collar, for zinc or iron TP vault door	\$	20.41
103-542-POW		Sleeve, decorative, painted, 42" long	\$	41.00
103-543-POW		Base, decorative, painted, w/set screws	\$	24.66
103-575		Open top coin box, new white POM	\$	5.04
108-002	2395	Dome gasket (fits Duncan zinc tops)	\$	0.62
108-006*		Coin box, Cicolac, expanded, w/E-lock	\$	50.00
108-006*		Coin box, Cicolac, expanded, w/L series lock	\$	50.00
108-007*	69201-101	Coin box, Cicolac, for Duncan duplexes specify code, w/E-lock	\$	50.00
108-007*	69201-101	Coin box, Cicolac, for Duncan duplexes specify code, w/L series lock	\$	50.00
108-008*	69200-101	Coin box, Cicolac, standard size, with E-lock specify series	\$	50.00
108-008*	69200-101	Coin box, Cicolac, standard size, with L series lock specify series	\$	50.00
108-076	2902-3	E-lock for coin box, specify series	\$	13.30
108-078	2302-2	E-key for collection head, specify series	\$	12.00
108-078-001		E-key, long, steel	\$	11.00
108-081-001	1037-5	Screw	\$	0.13
108-111	3499	Rate Plate		\$2.45
108-255	3331-2	Door bracket screw, 95	\$	0.10
108-256		Washer	\$	0.07
108-259		National vault lock, specify series	\$	40.92
108-277		Dome gasket	\$	1.20
108-287		Kit for installing customer's Duncan changelock in Model E door	\$	7.25

108-293	Changematic lock for Duncan 65 and 76, w/screw in tail; specify series	\$	20.00
108-299	3002 Lock cam for Duncan Model 76	\$	0.99
108-300-POW	Iron dome, E, powder painted gray	\$	29.20
108-302-POW	Iron mech housing, powder painted gray	\$	64.00
108-307-001	Washer	\$	0.29
108-308	Lock arm for EX, Medeco, Duo and Changematic upper housing locks	\$	0.48
108-308-001	Lock arm, POM lock	\$	0.48
108-308-002	Lock arm, E-lock	\$	6.43
108-309	79019 Dome Retainer, E or Duncan iron top	\$	0.88
108-310	Screw	\$	1.73
108-311	Enforcement plate with decal, specify	\$	0.50
108-311-001	Decal for enforcement plate, specify verbiage	\$	0.16
108-312	9025-9 5/16" housing attachment screw	\$	0.32
108-312-002	Screw 5/16x1-1/4" socket head cap screw	\$	18.64
108-314-POW	Zinc dome housing, powder painted gray	\$	
108-316-001-POW	Zinc mechanism housing, powder painted gray (for Medeco lock)	\$	49.30
108-316-POW	Zinc mechanism housing, powder painted gray (for EX, Changematic, Duo or E-lock)	\$	48.60
108-316-004-POW	Zinc mechanism housing, multibay, powder painted gray	\$	54.54
108-322-POW	6070 Twin adapter plug, powder painted	\$	3.50
108-323	4297 Twin adapter nut	\$	0.52
108-325	3048 Twin adapter bolt 1/2-13x4	\$	2.52
108-326*	69116-003 Twin adapter assy, iron, specify type of meter and wedge assy style	\$	85.00
108-330	Collection head assy w/key	\$	350.00
108-346	62058-4 VIP key with handle (combination?)	\$	10.78
108-346	E-key, long for vault, specify series	\$	10.78
108-347	62058-2 E-key, short for mech housing, series?	\$	10.20
108-365	Coin box lock, Duo, specify series	\$	9.00
108-379	Key, collection head, Duo L-series	\$	8.30
108-381	Medeco key, long for vault, series?	\$	8.60
108-393	75030 E-lock plug for coin box, code?	\$	10.10
108-398	Screw 10-32x1"	\$	0.19
108-402	III. Duo key, short, mech housings specify	\$	8.00
108-402-002	III. Duo key, long for vault, series?	\$	11.16
108-404	Flat washer	\$	0.98
108-405	3016-2 E-lock barrel for mech housings	\$	3.00
108-406	Large nut	\$	0.43
108-411	3327 Spin shield	\$	0.22
108-412	3381 Fixed shield for vault	\$	0.45
108-412-001	3381-1 E-lock plug shield for vault	\$	0.41
108-420	POM lock barrel, mech housing	\$	2.00
108-423	3329 Lock washer, 95	\$	0.11
108-425	63325 E-lock plug for mech housing, w/threads	\$	12.12
108-427	63022 E-lock plug w/square, specify series	\$	13.56
108-430	2016 Nut, 95	\$	0.07
108-431	Lock bolt, POM lock	\$	0.29
108-432	3023 Screw, 12-28 x 3/16 truss head	\$	1.80

108-438-004		Instruction decal, zinc upper, Insert Coin	\$	0.74
108-448		Lock barrel, TP vault door	\$	2.13
108-448-001	3317-Z1	Lock barrel, 95 vault door	\$	2.67
108-473	9023-1	Lock barrel	\$	3.00
108-474	9022	Primary lock shield, mech housing	\$	2.60
108-482-POW	73345-10	Door, 95, with bushing, powder painted	\$	21.71
108-485	73341	Lock bolt assy, 95	\$	1.80
108-538	9027-1	Set screw	\$	0.35
108-560		Drive screw	\$	0.04
108-564	9024	Lock retaining pin	\$	0.05
108-569	3302	Lock cam, 95	\$	0.60
108-574		E-lock for vault doors, specify series	\$	20.78
108-587	2041-1	High-visibility Lexan dome (flat faced)	\$	3.06
108-643	9018	Dome gasket (sub 108-277)	\$	1.20
108-644		Screw #8-15x1, Phillips flat head	\$	0.05
108-657		Gasket, window, formed	\$	1.02
108-672		Exercise key, E style	\$	10.00
108-687		Changematic lock for Duncan 76 duplex	\$	22.50
108-696		Lock slide, wire form	\$	4.08
108-698-002		Lock arm, wire form	\$	1.00
108-701		Bracket, lock slide	\$	0.96
108-702		Lock slide spring, wire form	\$	1.32
108-739		Changematic lock for 95 vault door	\$	25.00
108-769	3326-1	Lock bolt retainer bracket, 95	\$	2.10
108-770	3378	Lock retainer	\$	0.90
108-771	73372	Door link and bracket assy, 95	\$	7.64
108-775	73371-2	Door bracket assy right, 95	\$	2.20
108-777	73371-1	Door bracket assy left, 95	\$	2.20
108-780	73373	Coin box retainer assy, 95	\$	7.00
108-783-POW	9016-2	Housing Cap, powder painted	\$	40.00
108-786-POW	9017-6	Upper housing, 95 Iron, powder painted	\$	72.30
108-788-POW	90405	Ductile iron lower housing with serial plate holes, powder painted	\$	65.10
108-789	9020	Locking rod	\$	15.00
108-791	3308	Bumper, 95	\$	1.43
108-792	3349	Instruction plate, 95	\$	1.00
108-816	79001-1	Upper housing lock assy (specify Dome Gasket thick ¼" for Duncan Iron mech housing w/insert	\$	32.00
108-825-001			\$	2.10
108-850		III. Duo lock for 95 vault door	\$	22.00
108-879		Upper Housing Key, Mid-length for 95	\$	9.57
108-905-POW		Vault, Magnum iron, powder painted	\$	120.00
108-906-003-POW		Door, Magnum iron vault, powder painted, machined for Nat'l Lock (or specify if other lock)	\$	35.19
108-914*		Coin box, Cicolac, Magnum size, specify	\$	55.00

108-926	Open top coin box, Magnum	\$	10.71
108-942	Lori (Login) lock for zinc TP upper housing	\$	17.25
108-943	Lori (Login) key for zinc TP upper housing	\$	9.38
	SMARTLOCK PARTS:		
100-367	Clip, SmartLock	\$	0.28
100-420	Screw	\$	0.18
102-967-006-POW	Tamperproof Door, Zinc, machined for SmartLock, painted (specify paint color)	\$	30.00
103-051-014-POW	Tamperproof Door, Iron, machined for SmartLock, painted (specify paint color)	\$	40.00
103-492	Frame, SmartLock	\$	0.50
103-501	Foam spacer, SmartLock	\$	0.10
300-786	Solenoid w/leads and plug	\$	6.25
300-790	Cable assy, SmartLock	\$	4.75
301-147	Card, Audit, SmartLock	\$	7.00

SCHEDULE B

INSURANCE REQUIREMENTS

Prior to award of contract and commencing work, the 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). 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 the Division of Purchasing and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by the 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 subcontractor's insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

- A. 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, 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

III. 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.

IV. MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the 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 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, KY 40202

AND

- 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 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 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 the 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 the Contractor.



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

Department	PARC	Department Contact	Stacie Gary
Contact Email	Stacie.Gary@louisvilleky.gov	Contact Phone	(502) 574-1476

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)	07/01/2020	06/30/2021		

VENDOR INFORMATION

Vendor Legal Name	POM INCORPORATED						
DBA							
Point of Contact	TERRY HENDERSON			Email	TERRY@POM.COM		
Street	200 SOUTH ELMIRA AVE						
Suite/Floor/Apt				Phone			
City	RUSSELLVILLE			State	AR	Zip Code	72802
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	\$75,000		(including reimbursement expenses, if applicable)				
Fund Source: General Fund							
Federal Grant	Federal Granting Agency						
Other	✓	Describe:		PARC FUNDS			
Account Code String #	9502	954	9054	954000	562001		
Payment Rate	per hour		per day		per service		
	per month		Other		PURSUANT TO CONTRACT		
Payment Frequency	Monthly		✓		Upon Completion / Delivery		
	Quarterly		Other				



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

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.

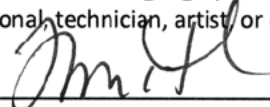
CONTRACT RENEWAL FOR SUPPLIER OF PARKING METER EQUIPMENT AND PARTS

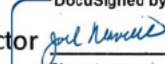
JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE (Attach additional documentation if necessary)

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.

This vendor provides a specialized product and service which is limited in availability since it utilizes proprietary technology. Additionally, the vendor is the only supplier within the geographic area which can meet the needs of the Parking Authority.

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 08/15/20
Signature
TIFFANY SMITH

Printed Name
DocuSigned by:
Purchasing Director  Date 8/17/2020
Signature
B4B46003FB3A42D...
Joel Neaveill

RESOLUTION NO. _____, SERIES 2020

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED SOLE SOURCE CONTRACT FOR PARC CONCERNING PARKING METER REPLACEMENT PARTS – (POM, INCORPORATED - \$75,000.00).

Sponsored By: _____

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

PARC

\$75,000.00 for a noncompetitively negotiated Sole Source Contract with POM, Incorporated for parking meter replacement parts from July 1, 2020 through June 30, 2021.

SECTION II: This Resolution shall take effect upon its passage and approval.

Sonya Harward
Metro Council Clerk

David James
President of the Council

Greg Fischer
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

DocuSigned by:
BY: Paul Rutherford
PARC - Contract (Sole Source) with POM Incorporated FY21 Resolution 073020.doc [pr]
2C1BE09DF1BB454...