



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

Department	Louisville Metro Public Works	Department Contact	Keith Hackett
Contact Email	keith.hackett@louisvilleky.gov	Contact Phone	502-574-2775

Contract Type: check one	New	Amendment		
		Additional Funds	Time Extension	Scope
Professional Service				
Sole Source (goods/services)	X			
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	12-15-2020	6-30-2021		

VENDOR INFORMATION

Vendor Legal Name	Reconyx, INC				
DBA					
Point of Contact	Dan Luebke	Email	orders@reconyx.com		
Street	3828 Creekside Ln				
Suite/Floor/Apt		Phone	866-493-6064		
City	Holmen	State	WI	Zip Code	54636
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	50000	(including reimbursement expenses, if applicable)			
Fund Source: General Fund	X				
Federal Grant		Federal Granting Agency			
Other		Describe:			
Account Code String #	8146	410	8499	148552	899998
Payment Rate		per hour		per day	per service
		per month		Other	
Payment Frequency		Monthly	X	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.

Louisville Metro Public Works currently utilizes Reconyx, INC brand cameras and has done so since 2015. They have been a tremendous asset to the Department and Louisville Metro as a whole. The cameras are easily installed and maintained, which allows for flexibility when needed. The use of these cameras has significantly slowed illegal dumping in many areas of the Metro. The use of the cameras helps improve community cleanliness and as an education tool on how to dispose of household waste properly.

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.

The Department currently utilizes 30 Reconyx, INC cameras in the surveillance program. Over the past five years, the Department has gained knowledge on how best to use these cameras. Also, the infrastructure needed to utilize these cameras is already in place. This includes the equipment required to install as well as the necessary software to use the cameras. Not purchasing Reconyx, INC cameras would only hamper the program.

The Department has received two quotes for the cameras. The first is from the manufacture of the cameras, Reconyx, and the second from CDW. The quote received from Reconyx totaled \$43,628.56, and the CDW quote was for \$58,082.34. The amount allowed cannot exceed \$50,000. Additionally, the cameras the Department wants to buy are considered "Reconyx Professional Cameras." Reconyx states on their website, "Reconyx Professional cameras are only available directly from us." This could lead to a warranty issue if purchased through CDW.

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 Vanessa Burns Date 12/4/2020
Signature Vanessa Burns

Purchasing Director Joel Neaveill Date 1/11/2021
Signature Joel Neaveill

AGREEMENT FOR SOLE SOURCE PURCHASE

THIS CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF PUBLIC WORKS AND ASSETS**, herein referred to as “**METRO GOVERNMENT**”, and **RECONYX, INC.** with offices located at 3828 Creekside Lane, Holmen, Wisconsin 54636, herein referred to as “**CONTRACTOR**”,

WITNESSETH:

WHEREAS, the Metro Government wishes to purchase surveillance cameras; 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

A. Contractor shall, at the request of the Metro Government, provide the equipment as described on Attachment A attached hereto and fully incorporated herein.

II. FEES AND COMPENSATION

A. The Metro Government shall pay Contractor for services rendered and goods supplied as described on Attachment A. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed **FIFTY THOUSAND DOLLARS (\$50,000.00)**.

B. Payment shall be made pursuant to Contractor’s detailed invoice which shall describe in detail the products purchased and all charges associated with same.

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

III. DURATION

A. This Agreement shall begin December 15, 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. 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. 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) 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 Attachment B attached hereto.

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Contractor agrees to 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 from negligent acts, errors or omissions and (2) not caused by the negligent act or omission 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.

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

2C1BF090F1B8454

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

Date: 1/6/2021

DocuSigned by:

Joel Neaveill

B4B46603F83A42D

JOEL NEAVEILL, PROCUREMENT DIRECTOR

Date: 1/11/2021

RECONYX, INC.

DocuSigned by:

Dan Luebke

96F410C8F7894A8...

By: _____

Title: Security Sales Manager

Date: 1/8/2021

**Taxpayer Identification No.
(TIN):** _____

**Louisville/Jefferson County
Revenue Commission Account
No.:** _____

ATTACHMENT A

**RECONYX, INC**

3828 Creekside Lane
Holmen, WI 54636

Voice: 608-781-6064

Fax: 608-779-1344

August 20, 2020

Quote #: 177302

Bill To:

Louisville Metro Public Works
ATTN: ROBERT LUSH
611 W JEFFERSON ST
LOUISVILLE, KY 40202-2714
P: 502-574-8455
robert.lush@louisvilleky.gov

Ship To:

Louisville Metro Public Works
ATTN: ROBERT LUSH
600 MERIWETHER AVE
LOUISVILLE METRO SOLID WASTE
LOUISVILLE, KY 40217-1146
P: 502-574-8455
robert.lush@louisvilleky.gov

Qty	SKU	Description Of Item	Price	Discount	Net Price	Ext Price
55	XP9	UltraFire Professional Covert Camera Trap	699.99	105.00	594.99	32,724.45
55	UFSWVKT	UltraFire Heavy Duty Security Enclosure with Swivel Kit	139.99	21.00	118.99	6,544.45
55	AACHGR	NiMH AA Battery Charger	39.99	6.00	33.99	1,869.45
110	32GBSD	32GB Reconyx Certified SDHC Memory Card	19.99	3.00	16.99	1,868.90
Subtotal						43,007.25
Shipping & Handling						621.31
Tax						0.00
Total						43,628.56

* All prices are in USD.

* This quote is valid for 90 days from date of issue and subject to product availability.

* Payment options:

- Prepayment via wire transfer.
- Net 30 days from date of invoice with pre-approved credit.

* Ships via UPS Ground.

If you have any questions or need any additional information, please call me at 608-781-6064 or send me an email at orders@reconyx.com.

Sincerely,

Dan Luebke

Warranty, FCC, CE and Safety Information

RECONYX® Limited Hardware Warranty

RECONYX® UltraFire™ Professional cameras are warranted against manufacturers defects in materials and workmanship for a period of five years from the date of purchase. If during this period, through normal use, the product fails due to defects in materials or workmanship, RECONYX™ will either repair or replace the product at our discretion.

In order to activate your warranty you must register your camera online at www.reconyx.com/register.

Repair or Replacement

Buyer must obtain a Return Authorization (RA) number from RECONYX® before returning any product(s) for repair or replacement. If RECONYX® concludes that a returned product is not defective, Buyer will be notified, the product will be returned to Buyer at Buyer's expense, and Buyer may be charged for examination and testing of the product.

This limited warranty is the sole warranty for hardware and software products offered by RECONYX® and RECONYX® shall not be liable for any amounts for said products except in compliance with this warranty.

FCC CE Certification

This device complies with part 15 of the FCC Rules. Operation is subject to the following conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation. The Reconyx, Inc. UltraFire Digital Trail Camera has been tested and found to comply with the emissions requirements of IEC 61000-6-3 and the immunity requirements of IEC 61000-6-1. Reconyx, Inc. UltraFire Digital Trail Camera has been tested and found to comply with the radiated interference requirements of Section 6.2 of the Industry Canada ICES-003 for Class B Information Technology Equipment (ITE).

Safety Precautions

Before using the camera, please ensure that you read and understand the following safety precautions. Always ensure that the camera is operated correctly. The safety precautions noted in this guide are intended to instruct you in the safe and correct operation of the camera and its accessories to prevent injuries or damage to yourself, other persons, and equipment.

Preventing Malfunction

Avoid Strong Magnetic Fields

Never place the camera in close proximity to electric motors or other equipment generating strong electromagnetic fields. Exposure to strong magnetic fields may cause malfunctions or corrupt image data.

Avoid Condensation

Moving the camera rapidly between hot and cold temperatures may cause condensation (water droplets) to form on its external and internal surfaces. You can avoid this by placing the camera in an airtight, plastic bag and letting it adjust to temperature changes slowly before removing it from the bag.

If Condensation Forms Inside the Camera

Stop using the camera immediately if you detect condensation inside the camera. Continued use may damage the camera. Remove the memory card and batteries from the camera and wait until the moisture evaporates completely before resuming use.

Warnings

- Store this equipment out of the reach of children and infants.
- Do not allow water or other liquids to enter the interior of the camera. The interior has not been waterproofed. If the exterior comes into contact with liquids or salt air, wipe it dry with a soft, absorbent cloth. In the event that water or other foreign substances enter the interior, immediately turn the camera's power off and remove the camera batteries and memory card.
- Use of power sources not expressly recommended for this equipment may lead to overheating, fire, electrical shock, or other hazards.
- Do not short-circuit the battery terminals with metallic objects, such as key holders. It could lead to overheating, burns, and other injuries.
- Avoid using, placing, or storing the equipment in places subject to strong sunlight or high temperatures, such as the dashboard or trunk (boot) of a car. Exposure to intense sunlight and heat may cause the batteries to leak, overheat or explode, resulting in fire, burns or other injuries. High temperatures may also cause deformation of the casing.
- When using desiccant, the following precautions should be followed: Keep desiccant out of reach of children. Desiccant may cause eye or skin irritation; seek medical assistance for further treatment.
- Check your state/local laws concerning the use of this product.

Maintenance and Off Season Storage

- Clean the face of the camera as necessary to ensure the best performance. A basic glass, or anti fog optics cleaner can be applied to all of the windows and wiped away using a lint-free cloth.
- Be sure to remove the SD card and all batteries before storage. It is also recommended that you leave the camera open in a warm, dry place for a period of time to remove any existing moisture or condensation that may be present. Long term storage in a dry environment is recommended.
- ****NiMH batteries will self-discharge even when not in use.** To ensure longevity, fully charge the batteries and store them in the refrigerator, as cool temperatures slow the self-discharge rate.

Your Information and Camera Warranty Registration

Record Your Information

After you have familiarized yourself with this instruction manual, your camera, and software, you should record some basic information here so that you don't lose it. It is also a good idea to keep your purchase receipt in case you would need warranty work done on your camera.

Date Purchased: _____

Place of Purchase: _____

Camera Model: _____

Camera Serial #: _____

CodeLoc™ Password: _ _ _ _

www.reconyx.com Username: _____

www.reconyx.com Password: _____

Register your Camera

In order to activate your warranty you must register your camera online at www.reconyx.com/register .

Copyright & Trademark Information

UltraFire™ Instruction Manual Copyright March 2016

Other trademarks and registered trademarks referred to in this document:

- UltraFire™ and MapView™ are trademarks of RECONYX®.
- Google Maps® is a registered trademark of Google, Inc.
- Facebook® is a registered trademark of FACEBOOK.
- Twitter® is a registered trademark of Twitter.
- Secure Digital® (SD and SDHC) are registered trademarks of the SD Association.
- Energizer® is a registered trademark of Energizer Corp.
- Windows XP®, Windows Vista®, Windows 7® and Windows 8® are registered trademarks of Microsoft Corporation.
- Python Locks™ are a product of Master Lock®.

All other trademarks and copyrights referred to are the property of their respective owners.



RECONYX, Inc.
3828 Creekside Lane
Holmen, WI 54636

866-493-6064

www.reconyx.com

Manual Version: 20160316v1

TERMS AND CONDITION OF SALE

Business with RECONYX is subject to the Terms and Conditions set forth below. By purchasing products from RECONYX, the Buyer agrees to the following Terms and Conditions - which may be updated and/or modified at RECONYX's discretion from time to time. These Terms and Conditions constitute the entire agreement between RECONYX and Buyer, and supersede any and all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the goods, services and information.

SATISFACTION GUARANTEE

RECONYX offers a 30-day satisfaction guarantee. If for any reason Buyer is not completely satisfied with products purchased from RECONYX, Buyer may return products within 30 days of purchase for a full refund of the purchase price and applicable taxes - subject to the following conditions: Hardware products must be returned in original packaging and must be complete and in "new" condition. Any damaged or worn products may be subject to a restocking fee. Buyer must obtain a Return Material Authorization (RMA) number for all products returned under this money-back guarantee. A RMA may be obtained by calling RECONYX at 1-866-493-6064. Buyer must return original CD's containing RECONYX software and will be required to sign an affidavit indicating that all copies of RECONYX software have been removed from Buyer's computers and any physical copies of the software have been destroyed. Shipping charges will not be refunded.

LIMITED WARRANTY

RECONYX hardware products are warranted for one (1) year, unless otherwise noted. If during this period, through normal use, a hardware product becomes defective due to defects in materials or workmanship, RECONYX will either repair or replace the product. This warranty is void if a product failure results from accident, abuse, improper use by Buyer, disassembly, or unauthorized maintenance or repair. Software products are licensed to Buyer under the terms of the applicable RECONYX software license (contained within installation programs). If a user wishes to review the software license agreement before purchasing products from RECONYX, a copy of the software license may be obtained by request. Buyer must obtain a Return Material Authorization (RMA) number from RECONYX before returning any product(s) for repair or replacement. If RECONYX concludes that a returned product is not defective, Buyer will be notified, the product will be returned to Buyer at Buyer's expense, and Buyer may be charged for RECONYX's examination and testing of the product. This limited warranty is the sole warranty for hardware and software products offered by RECONYX and RECONYX shall not be liable for any amounts for said products except in compliance with this warranty.

CREDIT CARD PAYMENTS

When making credit card purchases, Buyer represents and warrants that: (i) the credit card information supplied by Buyer pursuant to this Contract is true, correct and complete, (ii) charges incurred by the Buyer pursuant to this Contract will be honored by the Buyer's credit card company or will be promptly paid for by Buyer in readily available funds before RECONYX has any further obligation to perform under this Contract; and (iii) Buyer shall pay charges incurred by Buyer pursuant to this Contract at the amounts in effect at the time incurred, as posted on this web site, including all applicable taxes. Buyer shall be responsible for all charges incurred through the usage of Buyer's password, whether or not such charges were authorized by Buyer. Buyer agrees to keep his or her password confidential. RECONYX shall have no obligation to protect Buyer from unauthorized use of Buyer's password, but shall honor reasonable password change requests of Buyer.

TAXES

Product prices do not include applicable sales, use, service, value-added or like taxes. Buyer shall pay all applicable sales, use, service, value-added or like taxes, unless Buyer has provided RECONYX with an appropriate and acceptable exemption certificate from the applicable taxing authorities. Buyer shall indemnify and hold RECONYX harmless, with respect to any taxes. Buyer agrees to pay any applicable sales, use, service, value added or like taxes and reimburse RECONYX for any of those taxes paid by RECONYX.

DELIVERY, TITLE and INSURANCE

RECONYX shall deliver the products to a commercially reasonable carrier (a "Carrier") at RECONYX's facility for shipment to Buyer and, if Buyer requires that the products be delivered outside of the United States, RECONYX shall arrange for a Common Carrier to Buyer's foreign location. All deliveries shall be FOB Origin (based on applicable RECONYX Location). Shipments shall be scheduled after acceptance of Buyer's orders by RECONYX and receipt by RECONYX of necessary and/or requested documents from Buyer. For all deliveries, Buyer shall pay, or reimburse RECONYX for, all applicable freight charges, insurance, applicable import duties, and other related fees and shall be responsible for carrying out customs formalities and clearance. Buyer shall be solely responsible for insuring products during transit and for transit delays. Buyer is responsible for inspecting any delivery in a timely manner and any claims for any product shortage, defect or damage shall be deemed waived unless presented to RECONYX in writing within 45 days of shipment.

CANCELLATION/ CHANGE POLICY

RECONYX may terminate any order if any representations made by Buyer to RECONYX are determined to be false or misleading. Changes to orders shall not be binding upon nor be put into effect by RECONYX unless confirmed in writing by RECONYX's designated representative. In such event, and if said change results in a lesser charge to Buyer, RECONYX shall issue the Buyer a credit less shipping and handling charges incurred.

ENTIRE AGREEMENT

This Agreement represents the entire understanding between Buyer and RECONYX regarding purchases by Buyer from RECONYX and supersedes any prior statements or representations from RECONYX. If you do not agree to be bound by these Terms and Conditions, you will not be able to purchase products from RECONYX.

ATTACHMENT B

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

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
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 to:

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

4. CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro Government's Risk Management Division of any policy cancellation within two business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro Government's Risk Management Division

within two business days. If Contractor fails to notify Metro Government as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro Government reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro Government's Risk Management Division.

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.