

RESOLUTION NO. _____, SERIES 2014

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED RENEWAL SOLE SOURCE CONTRACT – (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 renewal Sole Source Contract with POM, Incorporated for parking meter replacement parts from July 1, 2014 through June 30, 2015.

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

H. Stephen Ott
Metro Council Clerk

Jim King
President of the Council

Greg Fischer
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

BY: _____

PARC - Contract (Sole Source) with POM Incorporated Fiscal Year 2014-2015 Resolution Only 071114 [pr]

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, 2014 and shall continue through and including June 30, 2015.

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:

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT

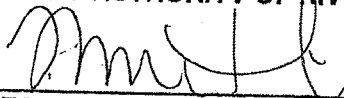
MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

MARIAN SALMON, DIRECTOR, PURCHASING
DEPARTMENT

Date: _____

Date: _____

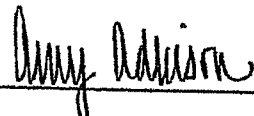
PARKING AUTHORITY OF RIVER CITY



TIFFANY SMITH, DIRECTOR

Date: 7/17/2014

POM, INCORPORATED

By:  Amy Adkison

Title: Regional Sales Manager

Date: 7/17/14

Taxpayer Identification No.
(TIN): _____

Louisville/Jefferson County
Revenue Commission Account
No.: _____

PARC - Contract (Sole Source) with POM Incorporated Fiscal Year 2014-2016 071114 - [pr]

ATTACHMENT A

INSURANCE REQUIREMENTS

Prior to award of contract and 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). . 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 **Louisville/Jefferson County Metro Government's Purchasing Division** 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 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, 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

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. The 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 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.**

SCHEDULE B

**Model E Tamperproof, Magnum, and 95 HOUSING Parts and Accessories, sorted by POM
Part Number, Effective August 1,2013 (* means must be configured, with part number
shown as base)**

Part No.	Duncan Part No.	Description	
100-244		E-ring	\$ 0.45
100-368	1903	Screw 6-32x3/16	\$ 0.19
100-384-xxx		Key for top housing, specify series in last three digits (POM, MCM, etc.)	\$ 4.27
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.	\$ 0.71
100-434		Washer, 1/2" flat	\$ 0.42
100-435		Steel wedge assy, 2" w/nut	\$ 3.16
100-436		Nut, expansion anchor	\$ 1.58
100-437		Steel wedge, 2" (3 required)	\$ 0.50
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
100-556*		Twin adapter assembly, aluminum, for 2" ID pipe, set-screw mounting type, specify type of meter to be mounted, unpainted	\$38.99
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*		No Longer Available	\$ 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 coin box	\$ 5.04
101-410-001	1348	Open coin box for 95 vault	\$ 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	\$ 23.78
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 Lexan dome Window	\$ 2.33
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
102-962	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	\$ 59.00
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
103-017	Shoulder screw for E-lock in vault	\$ 0.80
103-026	Lock, Illinois Duo, for E vault, series?	\$ 18.51
103-027	Lock, Illinois Duo, for E tops, series?	\$ 16.10
103-051-POW	Vault door, E iron, powder painted gray	\$ 26.00
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.	\$ 17.30
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 handle	\$ 19.84
103-536	Lori (Login) vault key	\$ 14.46
103-540	Lori lock assembly, with cam and collar, for zinc or iron TP vault door	\$ 20.41
108-002	2395 Dome gasket (fits Duncan zinc tops)	\$ 0.62
108-006*	Coin box, Cycolac, expanded, w/E-lock	\$ 29.76
108-006*	Coin box, Cycolac, expanded, w/L series lock	\$ 30.50
108-007*	69201-101 Coin box, Cycolac, for Duncan duplexes specify code, w/E-lock	\$ 28.78
108-007*	69201-101 Coin box, Cycolac, for Duncan duplexes specify code, w/L series lock	\$ 29.53
108-008*	69200-101 Coin box, Cycolac, standard size, with E-lock specify series	\$ 30.20
108-008*	69200-101 Coin box, Cycolac, standard size, with L series lock specify series	\$ 30.95
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
108-081-001	1037-5 Screw	\$ 0.13
108-111	3499 Rate Plate	\$ 2.04
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	\$ 0.48
108-309	79019 Dome Retainer, E or Duncan iron top	\$ 6.43

108-310	Screw	\$ 0.88
108-311	Enforcement plate, specify verbiage	\$ 1.29
108-312	9025-9 5/16" housing attachment screw	\$ 0.16
108-312-002	Screw 5/16x1-1/4" socket head cap screw	\$ 0.32
108-314-POW	Zinc dome housing, powder painted gray	\$ 18.64
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	6070 Twin adapter plug (-WET if powder gray or gloss black; -POW if other colors)	\$ 4.33
108-323	4297 Twin adapter nut	\$ 0.52
108-324-POW	6073 Twin adapter, iron, painted, no hardware	\$ 46.30
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	\$ 56.74
108-346	62058-4 VIP key with handle (combination?)	\$ 8.20
108-346	E-key, long for vault, specify series	\$ 8.01
108-347	62058-2 E-key, short for mech housing, series?	\$ 7.47
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 code	\$ 6.53
108-402-002	III. Duo key, long for vault, series?	\$ 7.89
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	\$ 0.24
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	\$ 9.30
108-427	63022 E-lock plug w/square, specify series	\$ 10.70
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	Instruction decal, zinc upper housing, Insert coin and turn handle	\$ 1.28
108-438-004	Instruction decal, zinc upper, Insert Coin	\$ 0.74
108-448-001	3317-Z1 Lock barrel, 95 vault door	\$ 2.31
108-473	9023-1 Lock barrel	\$ 3.00
108-474-POW	9022 Primary lock shield, mech housing	\$ 1.83
108-482-POW	73345-10 Door, 95, with bushing, powder painted	\$ 19.30
108-485	73341 Lock bolt assy, 95	\$ 1.42
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	\$ 0.52
108-574	E-lock for vault doors, specify series	\$ 15.30
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	\$ 1.02
108-687	Changematic lock for Duncan 76 duplex	\$ 22.50
108-696	Lock slide, wire form	\$ 3.82
108-698-002	Lock arm, wire form	\$ 1.00
108-701	Bracket, lock slide	\$ 0.96
108-702	Lock slide spring, wire form	\$ 0.43
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 combination)	\$ 27.00
108-825-001	Dome Gasket thick 1/4" for Duncan Iron mech housing w/insert	\$ 2.00
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, Cyclac, Magnum size, specify code	\$ 33.45

108-926	Open top coin box, Magnum	\$ 9.84
108-942	Lori (Login) lock for zinc TP upper housing	\$ 17.25
108-943	Lori (Login) key for zinc TP upper housing	\$ 5.36

Series II APM-E Mechanism Parts

Part Number	Description	Price Each
301-137*	Mainboard, with plug-in front and back LCD displays	\$70.23
300-963-001*	Replacement front digital display, standard	\$15.00
300-978-010*	Replacement rear LCD display, standard	\$15.00
	Remember to specify coins, rate, time limit, and prom number when ordering replacement mainboards	
301-016-001*	Coin chute Assembly for U.S. coin set; no moving parts, detects attempted coin retrieval electronically	\$27.00
300-346*	Lid, coin chute	\$0.80
301-002	Card reader, standard smart card	\$16.52
300-842	Block assy, smart card reader, steel (300-751/100-420), includes:	\$1.10
	300-751 Block, card reader, steel	\$0.31
	100-420 Screw, 6-32 x 1/4, self-tap	\$0.18
300-965*	Motor assy, Flag wheel	\$16.27
300-873	Fastener, push-in	\$0.05
300-386	Lens, right	\$1.13
300-387	Lens, left	\$1.13
300-325	Window, back	\$1.50
300-145-028	Mech frame, coin only (w/ removable steel coin slot)	\$13.42
300-145-029	Mech frame, coin and card	\$13.78
300-723	Coin slot insert (US Quarter)	\$0.41
300-723-004	Coin slot insert (US Dollar coin)	\$0.44
300-847-002	Back shell, top half, Lexan	\$1.68
300-757	Back shell, bottom, Lexan	\$2.69
300-737-006	Front shell, LCD expiration signal	\$7.00
300-875	Shield, Battery compartment	\$1.58
300-769*	Battery cover	\$1.20
108-111-xxx*	Rate plate (Specify text)	\$2.04
108-927-001	Replacement decal for rate plate, specify text	\$1.25
300-342*	Reset button	\$0.45
300-241	Spring, reset button	\$0.05
300-195*	Decal, hour limit (*Specify hour limit)	\$0.88
300-231	Cover, plug	\$0.64
108-085-001	Screw, 8-32 x 5/8, panhead, captive	\$0.08

300-583	Screw, #4 x 5/16	\$0.05
300-135	Screw, #2 x 1/4	\$0.10
300-092	Screw, 2-56 x 1/8 Phillips roundhead	\$0.04
300-581	Screw, #6 x 1/2, Plastite	\$0.05
300-945	Washer, flat nylon	\$0.03
300-214	Battery, 9v Lithium	\$8.93
300-756*	Battery, 6v AA Alkaline pak	\$4.00

CONTRACT DATA SHEETPSC Type (check one): Renew New Addendum Sole Source: X Yes No**Contractor Information**

1. Legal Name of Contractor: POM INCORPORATED
2. Address: 200 SOUTH ELMIRA AVENUE, PO BOX 430
3. City, State, & Zip: RUSSELVILLE, AR 72811
4. Contact Person Name & Telephone Number: AMY ADKISON (800) 331-7275 EXT. 232
5. LeAP Supplier #: _____
6. Revenue Commission Taxpayer ID#: _____
7. Federal Tax ID # (SSN if sole proprietor): _____

Department Information

8. Requesting Department: PARC
9. Contact Person Name & Telephone: TIFFANY SMITH (502) 574-4489

Contract Information

10. Not to exceed amount: \$ 75,000
11. Are expenses reimbursed? NO
12. If yes list allowable expenses and maximum amount reimbursable: _____
13. Beginning and ending date of the contract: 07/01/2014 - 06/30/2015
14. Coding: 9501 - 954 - 9054 - 954000 - 562001
15. Funding Source PARC FUNDS Federal Funds yes no
16. Scope & Purpose of the contract:

RENEWAL - SUPPLIER OF PARKING METER EQUIPMENT AND PARTS**Attach all justification documentation to this form, along with signed Written Findings Form.****Authorizations**Department Director: J Smith Date: 6/5/14

Department certifies:

- Funds are available
- Contractor is registered and in good standing with the Revenue Commission
- Human Relations Commission registration requirements have been met
- Contractor's status regarding Federal Debarment has been verified per Metro Procurement Policy Section VII - Federally Funded Contracts & Agreements

MS Purchasing: Approval of Sole Source Designation Date: 6/26/14

Risk Management: Certifies Insurance requirements satisfied. Date: _____

MS County Attorney: Date: 7/14/14

The County Attorney has written the attached Professional Service Contract or Sole Source Contract and has approved that document as to the legality of the instrument itself only and as to its form.

WRITTEN FINDINGS

EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

 X B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

_____ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

 Smith 6/5/14
Requesting Department Director Date

 Maiana Siler 6/26/14
OMB/Purchasing Approval Date

**Mayor Date
**Signature is required only for Written Finding A

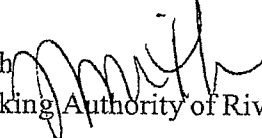


Cathy M. Duncan
Director

June 10, 2014

MEMORANDUM

To: Sheryl Powell
Director, Purchasing

From: Tiffany Smith 
Director, Parking Authority of River City

Re: POM, Inc. Sole Source Request

I hereby request that POM, Inc. be designated as a Sole Source of parking meter parts and equipment for the fiscal year 2015.

This vendor provides a specialized product or 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. As such, I believe that Sole Source status should be granted to this vendor. Please find the additional documentation attached as support for the "Sole Source" designation.

Thank you.

ts/jh



GREG FISCHER
MAYOR