

## **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 ECONOMIC DEVELOPMENT**, herein referred to as "**METRO GOVERNMENT**", and **SPORTSFIELD SPECIALTIES, INC.** with offices located at 41155 State Highway 10, Delhi, New York 13753, herein referred to as "**CONTRACTOR**",

### **WITNESSETH:**

**WHEREAS**, the Metro Government wishes to purchase replacements for all on-field padding and protective netting for Louisville Slugger Field; 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 and services as described on Attachment A attached hereto and fully incorporated herein.

#### **II. FEES AND COMPENSATION**

**A.** The Metro Government shall pay Contractor for goods and services supplied as described on Attachment A. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed **ONE HUNDRED TWENTY-SIX THOUSAND EIGHT HUNDRED SIXTY NINE DOLLARS (\$126,869.00)**.

**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 February 1, 2020 and shall continue through and including May 29, 2020.

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:

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT

  
\_\_\_\_\_  
MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY

  
\_\_\_\_\_  
JOEL NEAVEILL, DIRECTOR, PURCHASING  
DIVISION

Date: 1/17/20

Date: 2/11/2020

  
\_\_\_\_\_  
REBECCA FLEISCHAKER, DIRECTOR,  
LOUISVILLE FORWARD

Date: 2.11.2020

SPORTSFIELD SPECIALTIES, INC.

By:   
\_\_\_\_\_

Title: A/R MANAGER

Date: 2/3/2020

Taxpayer Identification No.  
(TIN): 

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



**ATTACHMENT A**



*Excellence from Design to Installation*

## SALES QUOTATION

Document Number  
**35995**

Document Date Page  
**01/13/20 1/3**

Customer No.  
**C04048**

Customer Reference No.  
**Sluggar Field Backstop Extension Option 4 - KPN:201302-02**

Sales Contact  
**Greg Van Pelt**  
Direct: N/A  
Cell: 330-814-4567  
gvanpelt@sportsfield.com

Ship-to Address:  
**Louisville Sluggar Field**  
401 East Main Street  
Louisville KY 40202  
USA

Bill-to Address:  
**Louisville/Jefferson County Metro Government**  
611 West Jefferson St.  
Louisville KY 40202  
USA

Item	Quantity	UoM	Price	Total
<b>TNTBUC</b> Custom Tension Backstop Netting System with Tie-Backs, Includes Powder Coated Black Steel Poles with Welded Tabs, Cabling, Hardware Per Drawings and Specifications and Black Ultra Cross Knotless Dyneema® Netting with 1-3/4" Square Mesh and a Rope Bound Perimeter <b>Remarks:</b> Backstop Extension Option 4: Full Height Extension w/ Independent Cabling - Deflector Poles and 90mph Wind Speed Existing System and Netting to be Reused. New Netting, HD, and Poles for Extension. Extending the existing backstop system Full Height All the Way Down Both Baselines Please See Drawing for Full Detail	1	Each	70,081.000	70,081.00
<b>PESTNTB</b> Stamped and Sealed Drawings and Calculations by a Licensed Professional Engineer for Tie-Back Tension Style Ground Sleeve Insert or Direct Pole Embedment Ball Safety Netting Systems, Structural Design Details for Pole and Concrete Anchoring Foundation, Based on Local Building Codes and Soil Conditions, Customer to Provide Required Soils Report Information <b>Remarks:</b> 90 MPH Wind Speed	1	Each	5,538.000	5,538.00
<b>INSTALL</b> Installation service(s) per remarks. <b>Remarks:</b> Installation of New Backstop Extension: Install Does NOT Include Pole Installation. Assumes GC onsite will install Poles.	1	Each	38,750.000	38,750.00
<b>Misc</b> <b>Remarks:</b> Contingency Pricing: Pricing Add COntingent on Pole Size and Added Freight.	1	Each	10,000.000	10,000.00

Carry Over: **124,369.00**

Printed By: jcadle

Printed On: 1/13/2020  
3:15:46PM

**Remit To:**  
PO Box 231  
Delhi, NY 13753

**Billing Questions:**  
Phone: 607-746-8911  
Email: Billing@SportsfieldSpecialties.com



**SALES QUOTATION**

Document Number  
35995

Document Date Page  
01/13/20 2/3

Carry Over: 124,369.00

Item	Quantity	UoM	Price	Total
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- Pricing does not include tax.
- Proposal assumes equipment (lifts, utility vehicles, etc.) can access warning track and/or construction area without field protection.
- Excludes permits, bonds, inspections and any associated costs.
- The costs associated with union/prevaling wages are not included unless otherwise stated. Any prevailing wage schedules or certified payroll requirements must be explicitly outlined prior to bid and/or contract execution to ensure wage compliance.
- Includes equipment rental as required.
- The installation of athletic equipment includes an estimated number of mobilizations to ensure favorable cost management and utilizes the most efficient scheduling practices. Therefore, it is the responsibility of the Contractor or Owner's Representative to mitigate unsuccessful mobilizations. If additional mobilizations are necessary, there will be an additional charge subject to travel time, mileage, lodging and other associated expenses.
- At the completion of the project, Sportsfield Specialties and/or the Installer will schedule a walk-through with the Contractor/Owner's Representative to address any issues/concerns before leaving the job site. If the Contractor/Owner's Representative is not available for a walk-through, or non-warranty issues are discovered after the Installer leaves the job site, additional remobilization charges to address the punch list may apply.
- If foundations are required, public and private utilities must be marked prior to our arrival. Sportsfield Specialties cannot be held liable for any damages resulting from unmarked utilities.
- Proposal assumes appropriate digging conditions and does not include shoring or rock drilling.
- Systems utilizing Dyneema rope should be expected to sag/stretch after initial installation. SSI strongly recommends that the client prepare for a re-tensioning trip in the weeks/months after initial installation, but this has been excluded from our proposal unless directed otherwise.
- Proposal assumes connection locations will be identified prior to Installer arriving on-site.
- Assumes all cable connections shown are feasible per design using typical termination practices including welded tabs, thimbles and fist grips.
- Sportsfield Specialties cannot be held liable if concrete cracks while installing eyelets or poles at the concrete wall or dugout.
- Final tension and deflection in the netting shall be determined, accepted and maintained by the Owner.
- Verification of loads on any existing structural elements shall be by others.

**DISCLAIMER:** Sportsfield Specialties, Inc. protective netting systems are designed and intended as a complete netting system. In the event your facility replaces an existing system, relies on existing structural elements, or purchases an extension to an existing protective netting system, Sportsfield Specialties, Inc. does not make any representations or warranty relating to the overall design of the combined facility and/or the connection points to and the cables that are part of the existing netting system. Owner's decision to proceed with an extension in lieu of a complete new netting system will be at Owner's sole risk and without liability to Sportsfield Specialties, Inc. and Owner shall indemnify and hold harmless Sportsfield Specialties, Inc. from all claims, damages, losses and expenses arising out of or resulting therefrom.

**DISCLAIMER:** Due to the ongoing increase of steel and aluminum raw material pricing caused by increased demand, coupled with market instability and uncertainty due to the implementation of international trade tariffs, Sportsfield Specialties, Inc. will no longer be able to guarantee current product pricing after this quotation has expired in sixty (60) days. To avoid a potential product price increase, customers will need to provide Sportsfield Specialties, Inc. with a fully executed purchase order or letter of intent before this quotation expires to guarantee this product pricing. Sportsfield Specialties, Inc. reserves the right to requote product pricing as necessary based on current steel and aluminum raw material pricing once this quotation has expired in sixty (60) days.

Please be aware that due to our limited storage capacity, we do not have much flexibility to extend ship dates for certain products. Please let us know immediately if you need to adjust your shipment date.

Payment Term	Net30	Quotation Subtotal:	\$ 124,369.00
Freight	Shipping Type: Bestway	Freight:	\$2,500.00
Description	Amount	Tax:	\$0.00
Freight(D4)	2,500.00	<b>Total Amount:</b>	<b>\$ 126,869.00</b>

Quotation Valid Until: 03/13/20

Quote Created By: Jacob Cadle

Printed By: jcadle

**Remit To:**  
PO Box 231  
Delhi, NY 13753

**Billing Questions:**  
Phone: 607-746-8911  
Email: Billing@SportsfieldSpecialties.com

Printed On: 1/13/2020  
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## SALES QUOTATION

Document Number  
35995

Document Date  
01/13/20

Page  
3/3

1. Customer is responsible for material take-off, quantities and specification compliance and/or equivalency of quoted products.
2. All prices listed are in US Dollars
3. Delivery is 2-8 Weeks after receipt of purchase order, credit approval, and acceptance of color, material(s) and design.
4. All freight is FOB Origin. **Freight rates are estimates provided at the time of quotation and the actual freight charges may be adjusted and will be invoiced at the time of product shipment.** The actual freight rates may differ from the estimates as a result of variable factors, such as the change in product quantity and/or material order, state of the national economy, fuel costs, capacity and/or rate levels at the time of shipment. Split orders will require additional freight charges. Freight quoted does not include additional equipment to unload or unloading services, assembly or installation.
5. Applicable State and Local Sales Tax will be added to the final invoice unless a tax exempt or Resale Certificate is provided prior to order shipment.
6. Wire transfers, prepayment by check and established credit terms are accepted payment methods. Accepted credit cards are VISA, Mastercard and American Express.
7. Pricing assumes any electrical connections and wiring are supplied by others unless otherwise indicated.
8. Customer is responsible for approval and associated cost of any applicable local and state codes.
9. Due to the ongoing increase of steel and aluminum raw material pricing caused by increased demand, coupled with market instability and uncertainty due to the implementation of international trade tariffs, Sportsfield Specialties, Inc. will no longer be able to guarantee current product pricing after this quotation has expired in sixty (60) days. To avoid a potential product price increase, customers will need to provide Sportsfield Specialties, Inc. with a fully executed purchase order or letter of intent before this quotation expires to guarantee this product pricing. Sportsfield Specialties, Inc. reserves the right to requote product pricing as necessary based on current steel and aluminum raw material pricing once this quotation has expired in sixty (60) days.

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3:15:46PM

**Remit To:**  
PO Box 231  
Delhi, NY 13753

**Billing Questions:**  
Phone: 607-746-8911  
Email: [Billing@SportsfieldSpecialties.com](mailto:Billing@SportsfieldSpecialties.com)

## ATTACHMENT B

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

2. **AUTOMOBILE LIABILITY**, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.

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

#### **ACCEPTABILITY OF INSURERS**

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

#### **MISCELLANEOUS**

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

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

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

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

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

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

- E. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of Contractor hereunder. It is expressly understood that Metro does not in any way

represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of Contractor.







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

*Contacts:  
Dennis Arthur  
Facilities*

Department	Economic Development	Department Contact	Rebecca Fleischaker/Dennis Arthur
Contact Email	Rebecca.Fleischaker@louisvilleky.gov	Contact Phone	502-574-2974

Contract Type: check one	<b>New</b>	<b>Amendment</b>		
		Additional Funds	Time Extension	Scope
Professional Service				
Sole Source (goods/services)	✓			
	<b>Start</b>	<b>End</b>		
Requested Contract Dates (MM/DD/YYYY)	02/01/2020	05/29/2020		

**VENDOR INFORMATION**

Vendor Legal Name	Sportsfield Specialties, Inc				
DBA					
Point of Contact	Kevin Devantier	Email	kdevantier@sportfield.com		
Street	41155 Sate Highway 10, PO Box 231				
Suite/Floor/Apt		Phone	607-746-8911		
City	Delhi	State	NY	Zip Code	13753
Federal Tax ID#		SSN# (if sole proprietor)			
Louisville Revenue Commission Account #					
<u>Human Relations Commission Certified Vendors</u>	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business		
Select if applicable					

**FINANCIAL INFORMATION**

Not to Exceed Contract Amount	<b>\$126,869</b>	(including reimbursement expenses, if applicable)			
Fund Source: General Fund	✓				
Federal Grant		Federal Granting Agency			
Other		Describe:			
Account Code String #	8144	505	8260	339287	822998
Payment Rate		per hour		per day	per service
		per month		Other	
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.

Vendor will provide the materials and installation of the safety net that will be added to the existing safety netting along the first and third base lines of the Slugger Field playing area. Netting is being installed in accordance with the requirements of the Major League Baseball.

**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 nature of the work is proprietary with the existing safety netting and as such it is required that Metro use the same vendor as the original installation. This installation must be performed in this manner in order to maintain the structural integrity and responsibility of the entire system and to maintain the liability of the overall safety netting assembly.

Sportsfield Specialties is the exclusive supplier of Ultra Cross (the only Knotless, Braided Dyneema net) netting in North America for baseball applications, which is what is currently installed at Slugger Field. Ultra Cross is the dominant selection at the professional level as demonstrated by it's presence in more than two-thirds of MLB parks.

Sportsfield Specialties, Inc. protective netting systems are designed and intended as a complete netting system. The existing system at Slugger Field relies on existing structural elements to carry the load of the entire system and if another vendor should be used, any warranty relating to the overall design of the combined facility and/or the connection points to and the cables that are part of the existing netting system would be void.

**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 *Rebecca Fleischaker* Date 1.15.2020  
Signature  
Rebecca Fleischaker  
Printed Name

Purchasing Director *Joel Neaveill* Date 1/15/2020  
Signature  
Joel Neaveill  
Joel Neaveill