



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

Department	PARC	Department Contact	Kieu My Le
Contact Email	KieuMy.Le@louisvilleky.gov	Contact Phone	(502) 574-1689

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)	07/01/2021	06/30/2022		

**VENDOR INFORMATION**

Vendor Legal Name	POM INCORPORATED				
DBA					
Point of Contact	TERRY HENDERSON	Email	TERRY@POM.COM		
Street	200 SOUTH ELMIRA AVE				
Suite/Floor/Apt		Phone			
City	RUSSELLVILLE	State	AR	Zip Code	72802
Federal Tax ID#		SSN# (If sole proprietor)			
Louisville Revenue Commission Account #					
<a href="#">Human Relations Commission Certified Vendors</a>	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business		
Select if applicable					

**FINANCIAL INFORMATION**

Not to Exceed Contract Amount	<b>\$75,000</b>	(including reimbursement expenses, if applicable)			
Fund Source: General Fund					
Federal Grant		Federal Granting Agency			
Other	✓	Describe:	PARC FUNDS		
Account Code String #	9502	954	9054	954000	562001
<b>Payment Rate</b>	per hour		per day		per service
	per month		Other	PURSUANT TO CONTRACT	
<b>Payment Frequency</b>	Monthly	✓	Upon Completion / Delivery		
	Quarterly		Other		



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CONTRACT SCOPE and PURPOSE (Attach additional documentation if necessary)

Amendments: Describe the circumstances under which a time extension or scope change is needed.

New: Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

CONTRACT RENEWAL FOR SUPPLIER OF PARKING METER EQUIPMENT AND PARTS

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

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

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

AUTHORIZATIONS: Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director Tiffany Peebles Date 4/23/2021
Signature TIFFANY SMITH Tiffany Peebles

Purchasing Director Joel Neaveill Date 6/3/2021
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 **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, 2021 and shall continue through and including June 30, 2022.

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

**C.** In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement.

#### **IV. RECORDS-AUDIT**

Contractor shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Contractor's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Contractor shall include (without limitation): (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

#### **V. INSURANCE REQUIREMENTS**

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

**VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

The Contractor shall indemnify, hold harmless, and defend Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

**VII. REPORTING OF INCOME**

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Contractor agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Contractor further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

**VIII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the

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

**IX. AUTHORITY**

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

**X. CONFLICTS OF INTEREST**

Pursuant to KRS 45A.455:

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

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

or

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

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

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

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

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

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

## **XII. ENTIRE AGREEMENT**

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

written agreement duly executed by all of the parties hereto. In the event of a conflict between the terms of this Agreement and the terms in any of the Attachments, this Agreement shall govern.

**XIII. SUCCESSORS**

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

**XIV. SEVERABILITY**

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

**XV. COUNTERPARTS**

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

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

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



**XVIII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS** The

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

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

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

**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT**

DocuSigned by:

*Paul Rutherford*

2C1BFD9DD-1BB454

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

Date: 6/3/2021

DocuSigned by:

*Joel Neaveil*

B4B26803FE5A42D

**JOEL NEAVEIL, DIRECTOR, PURCHASING  
DEPARTMENT**

Date: 6/3/2021

**PARKING AUTHORITY OF RIVER CITY**

DocuSigned by:

*Tiffany Peebles*

B8D13556540847E

**TIFFANY PEEBLES, DIRECTOR**

Date: 6/3/2021

**POM, INCORPORATED**

DocuSigned by:

*Terry Henderson*

398EE0E7820C436...

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

Title: Marketing Manager

Date: 6/3/2021

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

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

**ATTACHMENT A**

**POM Model 95 HOUSING PARTS, Arranged In Duncan Parts Price List Format, Effective April 1, 2021(\* means part must be configured, with part number shown as base) prices are subject to chane without notice**

Part No.	Duncan Ref. No.	Duncan Part No. Description	Price Ea.
***	S1	79016 Housing Cap Assy Replacement parts include:	\$ 54.61
108-783-POW	S2	9016-2 Housing Cap, powder painted	\$ 40.00
102-652	S3	8125 Dome	\$ 2.50
108-825-001	S4	9018 Dome gasket	\$ 2.10
108-309	S5	79019 Dome retainer	\$ 6.43
108-081-001	S6	1037-5 Screw (4 required)	\$ 0.13
***	S1	79016-4 Housing Cap Assembly w/Anti-Glare Dome: Includes: (other parts same as 79016)	\$ 49.76
108-587	S3	2041-4 Anti-glare dome	\$ 2.29
108-786-POW	S7	9017-6 Upper Housing, powder painted	\$ 55.00
108-788-POW	S8	9040-5 Ductile Iron Lower Housing with Serial Plate Holes, powder painted	\$ 60.00
108-788-POW	S8	9040-4 Ductile Iron Lower Housing <u>without</u> Serial Plate Holes	\$ 60.00
108-312	S9	9025-9 Upper Housing Attaching Bolt (4 req'd)	\$ 0.16
101-678-006	S10	1705 Serial Number Plate (specify #)	\$ 1.10
108-041	S11	1918 Drive Screw (2 req'd for serial plate)	\$ 0.04
108-011	S11	1918 Drive Screw (4 req'd, instruction plate)	\$ 0.16
108-879		Upper housing key, mid-length for 95	\$ 9.57
108-816	S12	79001-1 Upper Housing Lock Assy (specify combination), replacement parts include	\$ 32.00
108-789	S13	9020 Locking rod	\$ 15.00
108-473	S14	9023-1 Lock barrel	\$ 3.00
108-564	S15	9024 Lock retaining pin	\$ 0.05
108-393	S16	75030 Upper housing lock plug	\$ 10.33
101-334		Retainer washer	\$ 0.16
108-412-001	S17	3381-1 Lock plug shield	\$ 0.41
108-411	S18	3327 Secondary lock shield	\$ 0.22
108-474-POW	S19	9022 Primary lock plug shield	\$ 2.60
108-538	S20	9027-1 Set screw	\$ 0.35
108-346	S21	62058-4 VIP key with handle (combination?)	\$ 8.20
***	S22	63035 Fastener Assembly Replacement parts include:	\$ 4.32
100-426	S23	3048 Bolt	\$ 0.71
100-434	S24	9003 Fastener washer	\$ 0.42
100-436	S25	3005 Expander nut	\$ 1.58
100-437	S26	H715-1 Expander jaw (3 required)	\$ 0.57
100-815	S27	H717-2 Expander band	\$ 0.11

101-410-001	S50	1348	Open Coin Box	\$	5.04
108-006*	S28	69208	Sealed Coin Box, expanded capacity, with E-lock (specify combination)	\$	31.20
108-078	S29	2302-2	Key for collection head, to open sealed coin box, E series (specify combination)	\$	12.00
108-006*	S28	69208	Sealed Coin Box, expanded capacity, with Duo lock(specify combination)	\$	50.00
108-379	S29	2302	Key for collection head, to open sealed coin box, Duo (L series) (specify combination)	\$	8.30
***	S30	73378-226	Door Assembly, replacement parts Incl:	\$	68.00
108-482-POW	S31	73345-10	Door w/bushing	\$	19.30
108-791	S32	3308	Bumper	\$	1.43
108-255	S33	3331-2	Door link/bracket screw (5 req.)	\$	0.10
108-412	S34	3381	Lock plug fixed shield	\$	0.45
108-448-001	S35	3317-Z1	Lock barrel	\$	2.31
108-425	S36	63325	E-lock plug NO LONGER HAS THREADS, requires clip 103-595 when installed in vault door, sold separately	\$	10.50
108-770	S37	3378	Lock retainer	\$	0.90
108-771	S38	73372	Door link & bracket assy	\$	7.64
108-485	S39	73341	Lock bolt assy (2 req.)	\$	1.42
108-769	S40	3326-1	Lock bolt retainer bracket	\$	2.10
108-569	S41	3302	Lock cam	\$	0.52
108-423	S42	3329	Lock washer	\$	0.11
108-430	S43	2016	Nut REPLACED WITH 103-595 C CLIP WHEN USED WITH NEW 108-425 LOCK PLUG FROM POM	\$	0.07
103-595			C clip retainer for E-lock plug, 5/16" SS	\$	0.80
108-792	S44	3349	Instruction Plate (sub 108-806)	\$	1.00
108-780	S45	73373	Coin Box Retainer Assy	\$	7.00
108-777	S46	73371-1	Door Bracket Assy (left)	\$	2.20
108-775	S47	73371-2	Door Bracket Assy (right)	\$	2.20
108-255	S33	3331-2	Door Bracket Screw (4 req.)	\$	0.10
108-041			Screw, Drive #2-3/16	\$	0.04
103-124			Kit, entry tool for round vault doors		\$240.00
108-649			Extractor tool	\$	4.00
108-649-001			Extractor tool, Illinois Duo Lock	\$	4.00
108-828-X			Key, Duo, 95 vault	\$	10.18
108-846-x			Key, Duo, with handle, for 95 vault	\$	20.00

## Comments

\$72.59 w/IK lock

## **SCHEDULE B**

### **INSURANCE REQUIREMENTS**

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

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

- A. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):
1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form – Primary, non-contributory, with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury and Property Damage, and Products/Completed Operations including:
    - a. Premises - Operations Coverage
    - b. Products and Completed Operations
    - c. Contractual Liability

### **III. ACCEPTABILITY OF INSURERS**

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

### **IV. MISCELLANEOUS**

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



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

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

AND

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

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

- D. **CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro's Risk Management Division of any policy cancellation within two business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro's Risk Management Division within two business days. If Contractor fails to notify Metro as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.**
- E. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

**RESOLUTION NO. \_\_\_\_\_, SERIES 2021**

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

**Sponsored By: \_\_\_\_\_**

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

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

**PARC**

\$75,000.00 for a noncompetitively negotiated Sole Source Contract with POM, Incorporated for parking meter replacement parts from July 1, 2021 through June 30, 2022.

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

\_\_\_\_\_  
Sonya Harward  
Metro Council Clerk

\_\_\_\_\_  
David James  
President of the Council

\_\_\_\_\_  
Greg Fischer  
Mayor

\_\_\_\_\_  
Approval Date

**APPROVED AS TO FORM AND LEGALITY:**

Michael J. O’Connell  
Jefferson County Attorney

**BY:** \_\_\_\_\_  
PARC - Contract (Sole Source) with POM Incorporated FY22 Resolution 060121.doc [pr]