RESOLUTION NO. 062, SERIES 2015

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED RENEWAL PROFESSIONAL SERVICE CONTRACT – (LOUISVILLE FEDERATION OF MUSICIANS LOCAL NUMBER 11-637 - \$30,000.00).

Sponsored By: Resident Same Tanda

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:

METRO COUNCIL

\$30,000.00 for a noncompetitively negotiated renewal Professional Service Contract with Louisville Federation of Musicians Local Number 11-637 for professional services regarding musical performances from July 1, 2015 through June 30, 2016.

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

H. Stephen Ott

Metro Council Clerk

David Tandy

President of the Council

Greg Fischer

Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell Jefferson County Attorney LOUISVILLE METRO COUNCIL ADOPTED

Dune 25, 2015

PSC 2016-xxxx Metro Council With Louisville Federation of Musicians Local Number 11-637 Resolution Only 060915 [pr]

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, by and through its METRO COUNCIL herein referred to as "METRO GOVERNMENT", and LOUISVILLE FEDERATION OF MUSICIANS LOCAL NUMBER 11-637, a Kentucky corporation, with offices located at 1436 Bardstown Road, Louisville, Kentucky 40204, herein referred to as "CONSULTANT",

WITNESSETH:

WHEREAS, the Metro Government is in need of certain professional services with respect to musical performances; and

WHEREAS, the Consultant has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

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

I. SCOPE OF PROFESSIONAL SERVICES

- A. Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.
- B. Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered. All musical services provided under this Agreement shall be administered by the Consultant. All agents, employees or musical ensembles utilized by

the Consultant in the execution of this Agreement shall be members in good standing of Consultant.

- C. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.
 - The services of Consultant shall include but not be limited to the following:
 To provide musical performances and musical ensembles.

II. FEES AND COMPENSATION

- A. Consultant shall be reimbursed for professional services rendered according to the terms of Attachment A attached hereto and fully incorporated herein. Total compensation payable to Consultant for services rendered pursuant to this agreement shall not exceed THIRTY THOUSAND DOLLARS (\$30,000.00).
- B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract and the particular nature of such service. Copies of invoices or receipts for third party charges must be included with the Consultant's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

- C. The Metro Government shall not reimburse out of pocket expenses under this Agreement.
- D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings. In no event will the Metro Government pay bills which are considered to be double billing (i.e. billing two different parties for the same work).

III. DURATION

- A. This is a professional service contract which shall begin July 1, 2015 and shall continue through and including June 30, 2016.
- 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. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Consultant 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 Consultant'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 Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant'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 Consultant'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.

VI. <u>INSURANCE REQUIREMENTS</u>

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

VII. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

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

VIII. 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. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

IX. 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.

X. <u>AUTHORITY</u>

The Consultant, 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.

XI. 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.

XIII. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 et. seq., as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIV. SUCCESSORS

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

XV. 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.

XVI. 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.

XVII. 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, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVIII. <u>CAPTIONS</u> 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.

Consultant shall reveal any final determination of a violation by the Consultant 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 Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136,

139, 141, 337, 338, 341 and 342 that apply to the Consultant 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 |
|---|--|
| | In frail |
| MICHAEL J. O'CONNELL JEFFERSON COUNTY ATTORNEY | GREG FISCHER, MAYOR |
| Date: | Date: |
| | METRO COUNCIL |
| | DAVID TANDY, PRESIDENT |
| | Date: 6-19-15 |
| | H. STEPHENOTT, CLERK OF |
| | THE COUNCIL |
| | Date: 4-11-2015 |
| | LOUISVILLE FEDERATION OF MUSICIANS LOCAL NUMBER 11-637 |
| | Title: Presidut / Sec Treamer |
| | Date: 6/11/15 |
| | Taxpayer Identification No. (TIN): 61-0288994 |
| | Louisville/Jefferson County Revenue Commission Account No.: 59/528 |

ATTACHMENT A

SCHEDULE B

I. INSURANCE REQUIREMENTS

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

Without limiting Consultant's indemnification requirements, it is agreed that Consultant 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 subcontractor, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Consultant to supply proof of sub-contractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

- A. The following clause shall be added to the Consultant's (and approved subcontractor) 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):
 - 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT
NAME:
PHONE
(A/C. No. Ext): (502) 805-3742

E-MAIL
ADDRESS: epic@epicInsurancesolutions.com Epic Insurance Solutions, LLC 9700 Ormsby Station Rd Suite 200 Louisville, KY 40223 FAX (A/C, No): (502) 805-2626 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A ; Ohio Security Ins Co 24082 INSURER B : Kentucky Employers Mutual Ins 13020 INSURED INSURER C : Ohio Casualty 24074 Louisville Fed of Musiclans INSURER D : 1436 Bardstown Rd Louisville, KY 40204 INSURER E : INSURER F : **REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP LIMITS POLICY NUMBER TYPE OF INSURANCE 1,000,000 EACH OCCURRENCE X COMMERCIAL GENERAL LIABILITY DAMAGE TO RENTED 02/14/2015 02/14/2016 1,000,000 BKS55452871 CLAIMS-MADE | X OCCUR PREMISES (Ea occurrence) 15,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 3 2,000,000 GENERAL AGGREGATE ŝ GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 PRODUCTS - COMPJOP AGG 5 PROT POLICY OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY BODILY INJURY (Per person) \$ ANY AUTO SCHEDULED AUTOS NON-OWNED AUTOS **BODILY INJURY (Per accident)** S ALL OWNED PROPERTY DAMAGE (Per accident) HIRED AUTOS \$ EACH OCCURRENCE s UMBRELLA LIAB **OCCUR** AGGREGATE \$ **EYCERS LIAB** CLAIMS-MADE ŝ RETENTION \$ DED PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 100,000 02/18/2015 02/18/2016 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 390473 E.L. EACH ACCIDENT NIA 100,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT | \$ If yes, describe under DESCRIPTION OF OPERATIONS below 438,459 02/14/2014 02/14/2015 Building BKS (14) 55 45 28 71 **Property Section** DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an additional insured as respects to operations of the Named Insured performed relative to the contract, CANCELLATION **CERTIFICATE HOLDER**

> Louisville/Jefferson County Metro Gvmt, Office of Mgmt & Budget, Risk Mgmt Division 611 West Jefferson St

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE

THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Yewi Rayneloh

Louisville, KY 40202

CONTRACT DATA SHEET

| PS | C Type (check one):New_XRenewalAddendum |
|------------|---|
| | Contractor Information |
| 1. | Legal Name of Contractor: Louisville Federation of Musicians Local 11-637 |
| 2. | Address: 1436 Bardstown Road |
| 3, | City/ State & Zip: Louisville KY 40204 |
| 4, | Contact Person Name & Telephone Number: Lisa Weaver 451-7509 |
| 5. | Revenue Commission Texpayer ID#: 591528 |
| 6. | If registration is not required please explain: |
| 7 . | Is account In good standing: YES |
| 8. | Federal Tax ID # (SSN if sole proprietor): 61-0288994 |
| _ | Department Information |
| 9. | Requesting Department: Louisville Metro Council |
| | Contact Person Name & Telephone: H. Stephen Ott 574-3085 |
| | |
| 4.4 | Contract Information |
| | Not to exceed amount: \$30,000 |
| | Are expenses reimbursed? No |
| | If yes list allowable expenses and maximum amount relmbursable: |
| 14. | Beginning and ending date of the contract: July 1, 2015 - June 30 2016 |
| 15. | Coding: 1101 - 105 - 0360 - 035000 - 521301 |
| 16. | Funding Source Federal Funds yes no |
| 17. | Scope & Purpose of the contract: Provide musical entertainment for non-profit groups and events that |
| | are free to the public to promote neighborhood unity and quality of life initiatives. |
| | Authorizations |
| De | The County Attorney has written the attached Professional Service Contract and has approved to document as to the legality of the instrument liself only and as to its form. partment Director: Date: 6 · 8 · 15 Punds are available 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 Risk Management Division of Finance - Certifies Insurance requirements satisfied: |
| Ren | itsed - Sept 2010 |

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 for PSC Contract # 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. |
| 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. |
| Requesting Department Director Date Date |
| Meman Salmon 6/8/15 OMB/Purchasing Approval Date |

AFM Local11-637, DBA Louisville Federation of Musicians Vendor Information

Business Name

Terry OMahoney

Contact Person

1436 Bardstown Road Louisville, KY 40204

Address

> Map This Address

502-451-7509

Phone

Fax

502-451-4489

Email

musunio@louisvillemusicians.org

Website

www.louisvillemusiclans.org

20219687

System Vendor Number

5/12/2016

Renewal

Commodity Codes

Code

NAICS 71

Arts, Entertainment, and Recreation (More) Description

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