

RESOLUTION NO. 070, SERIES 2018

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED SOLE SOURCE CONTRACT – (ALL TRAFFIC SOLUTIONS, INC. - \$80,680.30).

Sponsored By: COUNCIL MEMBER MARIANNE BUTLER

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

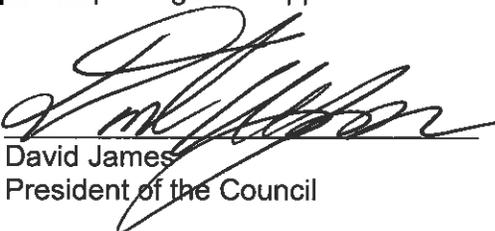
SECTION I: The following appropriation for the listed contract is hereby approved:

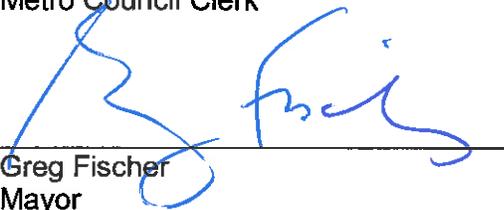
POLICE

\$80,680.30 for a noncompetitively negotiated Sole Source Contract with All Traffic Solutions, Inc. for radar speed displays and associated equipment from March 1, 2018 through March 1, 2021.

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

  
\_\_\_\_\_  
H. Stephen Ott  
Metro Council Clerk

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

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

5/29/18  
\_\_\_\_\_  
Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell  
Jefferson County Attorney



BY: 

R-072-18 Police - Contract (Sole Source) with All Traffic Solutions Inc Resolution 041318.doc [pr]



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

Department	Louisville Metro Police Dept.	Department Contact	Jamey Schwab
Contact Email	Jamey.schwab@louisvilleky.gov	Contact Phone	502-574-2258

Contract Type: check one	<input type="checkbox"/> New	<input type="checkbox"/> Amendment		
		Additional Funds	Time Extension	Scope
Professional Service				
Sole Source (goods/services)	<input checked="" type="checkbox"/>			
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	03/01/2018	03/01/2021		

**VENDOR INFORMATION**

Vendor Legal Name	All Traffic Solutions			
DBA				
Point of Contact	Max Wicklein	Email	mwicklein@alltrafficsolutions.com	
Street	12950 Worldgate Dr., Ste 310			
Suite/Floor/Apt		Phone	814-237-9005	
City	Herndon	State	VA	Zip Code 20170
Federal Tax ID#		SSN# (If sole proprietor)		
Louisville Revenue Commission Account #				
Human Relations Commission Certified Vendors	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business	
Select if applicable				

**FINANCIAL INFORMATION**

Not to Exceed Contract Amount	\$180,680.30	(Including reimbursement expenses, if applicable)			
Fund Source: General Fund	<input checked="" type="checkbox"/>				
Federal Grant		Federal Granting Agency			
Other		Describe:			
Account Code String #	8102	305	8903	250818	844501
Payment Rate		per hour		per day	per service
		per month		Other	
Payment Frequency		Monthly	<input checked="" type="checkbox"/>	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.

This is for The Shield™ radar speed display, SpeedAlert™ radar message sign and the InstALERT® variable message sign devices. All are proprietary products safely engineered and manufactured by Intuitive Control Systems, LLC, the parent company of All Traffic Solutions. All Traffic Solutions products are manufactured within the United States using domestic labor and components. All Traffic Solutions was awarded US Patent 8,417,442 for the web-based data reporting (TraffiCloud, formerly SmartApps) which allows users to access data collected remotely and generate reports.

**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.

See attached "Exclusively with All Traffic Solutions' products" form.

**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  Date 4-8-18  
Signature  
Michael Sullivan Deputy Chief (Email approvals for Younger per UCA)  
Printed Name

Purchasing Director  Date 4/11/18  
Signature  
Joel Neaveili KRS 67c.105

## **AGREEMENT FOR SOLE SOURCE PURCHASE**

**THIS CONTRACT**, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **LOUISVILLE METRO POLICE DEPARTMENT**, herein referred to as "**METRO GOVERNMENT**", and **ALL TRAFFIC SOLUTIONS, INC.** with offices located at 12950 Worldgate Drive, Suite 310, Herndon, Virginia 20170, herein referred to as "**CONTRACTOR**",

### **WITNESSETH:**

**WHEREAS**, the Metro Government wishes to purchase radar speed displays and associated equipment; 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 goods described on Attachment A attached hereto and fully incorporated herein.

**II. FEES AND COMPENSATION**

**A.** The Metro Government shall pay Contractor as described on Attachment A. In the event any terms in Attachment A are in conflict with this Agreement, the terms of this Agreement shall control. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed **EIGHTY THOUSAND SIX HUNDRED EIGHTY DOLLARS AND THIRTY CENTS (\$80,680.30)**.

**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, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other 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.

### III. DURATION

A. This Agreement shall begin March 1, 2018 and shall continue through and including March 1, 2021.

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

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

### IV. RECORDS-AUDIT

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

**V. INSURANCE REQUIREMENTS**

The Contractor shall comply with the hold harmless, indemnification and insurance requirements attached hereto and fully incorporated herein as Attachment B.

**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

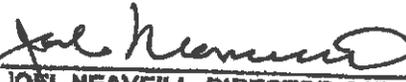
Contractor shall reveal any final determination of a violation by the Contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor. The Contractor shall be in continuous compliance with 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 METRO COUNCIL APPROVAL OF THE APPROPRIATION FOR THIS AGREEMENT:

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

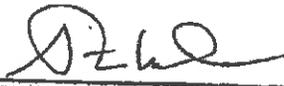
  
MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY

  
JOEL NEAVEILL, DIRECTOR, PURCHASING DEPARTMENT

Date: 4/17/18

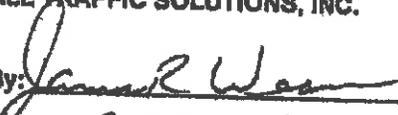
Date: 4/25/18

LOUISVILLE METRO POLICE DEPARTMENT

  
STEVE CONRAD, CHIEF OF POLICE

Date: 04-23-2018

ALL TRAFFIC SOLUTIONS, INC.

By:   
Title: CEO

Date: 4-17-18

Taxpayer Identification No. (TIN): 

Louisville/Jefferson County  
Revenue Account No.: 

**ATTACHMENT A**

**ALL TRAFFIC  
SOLUTIONS**



Wednesday, March 14, 2018

**Re: Exclusively with All Traffic Solutions' products**

The Shield™ radar speed display, SpeedAlert™ radar message sign and the instALERT® variable message sign are proprietary products solely engineered and manufactured by Intuitive Control Systems, LLC, the parent company of All Traffic Solutions. All Traffic Solutions products are manufactured within the United States using domestic labor and components.

***In 2013, All Traffic Solutions was awarded US Patent 8,417,442 for the web-based data reporting (TraffiCloud, formerly SmartApps) which allows users to access data collected remotely and generate reports.***

***\*\*All other sign vendors offering this, or similar remote web-based data collection are in direct violation of All Traffic Solutions Patents.\*\****

Our exceptional solutions include the following:

- Internet Connectivity (standard): All Traffic Solutions exclusively includes wireless communication capability as a standard feature in all equipment.
- Cloud-Synchronized (standard): Web access to our hosted service allows users to manage any and all of their traffic-related devices in a single ecosystem. All devices automatically upload and consolidate collected traffic data onto this platform generating real-time reports.
- Web-based Apps (standard): Browser-based software interface automatically updates to the most current, feature-rich firmware at no charge.
- Mounting (standard): Our 12", 15" and 18" signs all utilize a standardized mounting configuration to suit any power source, whether temporary or permanent installations.
- Equipment Construction: All Traffic Solutions leads the industry by designing and manufacturing the lightest, most ruggedized equipment. Durable in extreme environments, all equipment functions reliably lasting years. The Shield 12", 15", and 18" signs weigh 12, 18, and 29 lbs. respectively. The InstALERT and SpeedALERT 24" signs weigh only 43 lbs, and are the only folding signs in the market. Easy to mount anywhere, including vehicles.
- Extended battery life (standard): Internal Lithium-based batteries will add as little as 2.5 lbs. with one 12Ah or 8 lbs. with two 16Ah batteries. All batteries are uniquely sized to fit the interior compartments of the signs and include connections required to power All Traffic Solutions equipment.
- TraffiCloud™ services: Include, but are not limited to the following, customizable reports from a variety of sensor data sources, Drive Times, Parking Availability, GPS mapping, Wrong Way Detection Systems, Work Zone, School Zone, Freight management solutions, and more.

**ALL TRAFFIC**  
SOLUTIONS



- Perpetual Warranty: On-going standard warranty remains in effect as long as the TrafficCloud services are active.

We look forward to building a partnership with you by implementing meaningful solutions today, and future-proof strategies beyond.

Please direct further inquiries to my attention (Toll Free) +1 (866) 366-6602, ext. 310 or by email at [mwicklein@alltrafficsolutions.com](mailto:mwicklein@alltrafficsolutions.com)

Sincerely,

A handwritten signature in black ink that reads "Max Wicklein". The signature is written in a cursive style and is underlined with a long horizontal line.

Max Wicklein  
Inside Sales Representative

**ALLTRAFFIC SOLUTIONS***A sign of the future™*

All Traffic Solutions Inc.  
 12950 Worldgate Dr.,  
 Ste 310  
 Herndon, VA 20170  
 Phone: 814-237-9005  
 Fax: 814-237-9006

Tax ID: XXXXXXXXXX**QUOTE Q-29846**

DATE/TIME: 8/26/2017 PAGE  
 8:22:10 AM NO: 1

Questions contact:  
**MANUFACTURER:**  
 All Traffic Solutions  
 Max Wicklein

Independent Sales Rep: \_\_\_\_\_

*Supp# 227350*

**Purchase Orders**  
 3100 Research Dr.  
 State College, PA  
 16801

**BILL TO:**  
 Louisville Metro Police Dept.  
 , KY 40243

**SHIP TO:**  
 Louisville Metro Police Dept.

Attn: Jamey Schwab

**PAYMENT TERMS:** Net 30 **CUSTOMER:** 245988 **CONTACT:** 502-574-2258

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000741	SpeedAlert 18 Radar Message Sign (RMS); base unit w/ mounting bracket	9.00	\$3,348.00	\$30,132.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, image Mgmt, Alerts, Mapping and PremierCare	9.00	\$1,500.00	\$13,500.00
4000767	Base Model CREDIT, speed display; requires min 1 yr TrafficCloud Traffic Suite	9.00	(\$600.00)	(\$5,400.00)
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, (\$3000 Value, requires Traffic or Message Suite)	9.00	\$0.00	\$0.00
4000173	Trailer, ATS5 (select power separately)	9.00	\$2,976.00	\$26,784.00
4000750	App, Mobile User Interface perpetual license (only 1 req'd per account)	1.00	\$100.00	\$100.00
4000641	Shipping	1.00	\$1,500.00	\$1,500.00
4000635	Trailer Battery kit for ATS-5, 235Ah deep cycle batteries w/cover, hold down, cables& hdwr	9.00	\$480.35	\$4,143.15
4000275	Solar panel, 60W; includes bracket for ATS-5 trailer and harness	9.00	\$832.35	\$7,491.15
4000740	Trailer Certificate of Origin	9.00	\$0.00	\$0.00

## NDF, CIF, MAP OR PAV INTERAGENCY CHECKLIST

**Interagency Name:** Louisville Metro Police Department

**Program/Project Name:** Smart Machines

	Yes/No/NA	
<b>Request Form:</b> Is the Request Signed by all Council Member(s) Appropriating Funding?	NA	<input checked="" type="checkbox"/>
<b>Request Form:</b> If matching funds are to be used, are they disclosed with account numbers in the request form description?	NA	<input checked="" type="checkbox"/>
<b>Request Form:</b> If matching funds are to be used, does the amount of the request exclude the matching fund amount?	NA	<input checked="" type="checkbox"/>
<b>Request Form:</b> If other funds are to be used for this project, are they disclosed with account numbers in the request form description?	NA	<input checked="" type="checkbox"/>
<b>Funding Source:</b> If CIF is being requested, does Metro Louisville own/will own the real estate, building or equipment? If not, the funding source is probably NDF.	Yes	<input checked="" type="checkbox"/>
<b>Funding Source:</b> If CIF is being requested, does the project have a useful life of more than one year? If not, the funding source is probably NDF.	Yes	<input checked="" type="checkbox"/>
<b>Ordinance Required:</b> Is the NDF request to a Metro Agency greater than \$5,000? If so, an ordinance is required.	Yes	<input checked="" type="checkbox"/>
<b>Ordinance Required:</b> Is the request a transfer from NDF to cost center? If so, is the amount given for the fiscal year \$25,000 or less?	No	<input checked="" type="checkbox"/>
<b>Supporting Documentation:</b> Does the attachment include a valid estimate and description of cost?	Yes	<input checked="" type="checkbox"/>

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Submitted by: \_\_\_\_\_



Date: \_\_\_\_\_

12/11/17

4000754	USB cable, 16ft, extra long for trailer or pole	9.00	\$20.00	\$180.00
4900041	crate, ATS-5 trailer shipping crate	9.00	\$250.00	\$2,250.00

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Special Notes:	<b>SALES</b>	\$80,680.30
	<b>AMOUNT:</b>	
	<b>SHIPPING:</b>	
	<b>TOTAL:</b>	<b>\$80,680.30</b>

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Duration: This quote is good for 60 days from date of issue.

Shipping Notes: Unless shipping charges are specifically indicated, prices are FOB factory. Shipping charges may apply

Taxes: Taxes are not included in quote. Please provide a tax exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6082R

Authorization: By Signing below I indicate that I am authorized to commit my organization to the above.

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT B

### 5.1 HOLD HARMLESS AND INDEMNIFICATION CLAUSE

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

### 5.2 INSURANCE REQUIREMENTS

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

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

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

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

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

1. **COMMERCIAL GENERAL LIABILITY:** via the Occurrence Form, primary and non-contributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage and Products/Completed Operations, including:
  - a. Premises - Operations Coverage
  - b. Products and Completed Operations
  - c. Contractual Liability
  - d. Broad Form Property Damage
  - e. Independent Contractors Protective Liability
  - f. Personal Injury
  
2. **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.
  
3. **PROFESSIONAL LIABILITY (Errors and Omissions Liability):** insurance policy, which includes a minimum limit of liability of \$1,000,000 for each Wrongful Act, and \$2,000,000 aggregate limit. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.
  
4. **NETWORK SECURITY/CYBER LIABILITY (for hosted system):** which includes a minimum limit of liability of \$1,000,000 for each Wrongful Act, and \$2,000,000 aggregate limit insuring the costs of theft, destruction or unauthorized use of electronic data through computer viruses and network intrusions including costs of notice to impacted individuals.

#### D. ACCEPTABILITY OF INSURERS

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

## E. MISCELLANEOUS

1. The Contractor shall procure and maintain insurance policies and shall furnish Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro Government at least fifteen (15) days prior to the expiration of any policy(s).
2. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:

Louisville/Jefferson County Metro Government  
[insert department and address]

3. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished via mail or e-mail to:

Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Risk Management Division  
611 West Jefferson Street  
Louisville, Kentucky 40202  
[riskreview@louisvilleky.gov](mailto:riskreview@louisvilleky.gov)

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