



**SIMTEK MODULAR INC SOLE SOURCE CONTRACT
SC00003824**

THIS SOLE SOURCE AGREEMENT made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, and the **LOUISVILLE METRO POLICE DEPARTMENT**, herein referred to as "**METRO GOVERNMENT**", and **SIMTEK MODULAR, INC.**, with offices located at 1418 North 80th East, American Fork, UT 84003, herein referred to as "**CONTRACTOR**",

W I T N E S S E T H:

WHEREAS, the Metro Government is in need of modular system that allows the modification of layouts which will be beneficial for the longevity of training scenarios.

WHEREAS, the Contractor has been determined by the Metro Government to be a sole source to provide this type of product with proprietary brackets that fit the existing structure.

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 this item under the terms of this sole source Agreement. The Contractor's work product may be reviewed from time to time by the Metro Government for purposes of determining that the product and services provided are within the scope of this Agreement.

B. Contractor, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Contractor. However, such use must be documented in the invoice submitted for those services rendered.

C. If from time-to-time Contractor needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Contractor 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.

D. The product or deliverables of Contractor shall include but not be limited to the following: The purchase of a SimTek Modula Tac House. This purchase will include wall panels, custom fit hollow core doors, a custom breaching door and the proprietary bracket system. The brackets are specific for SimTek panels and will allow for interchangeable use, to integrate and replace equipment. The modular system will also allow the modification of layouts which will be beneficial for the longevity of training scenarios and provides the ability to quickly set up a floor plan in a hostage rescue situation. See additional information in the quote attached hereto as **Attachment A**.

II. FEES AND COMPENSATION

A. Contractor shall be reimbursed for the SimTek modular tac house rendered according to the terms of this Agreement in an amount equal to **TWENTY-SIX THOUSAND FIVE HUNDRED FORTY-FOUR DOLLARS AND FIVE CENTS (\$26,544.05)** down payment and **SEVENTEEN THOUSAND SIX HUNDRED NINETY-SIX DOLLARS AND THREE CENTS (\$17,696.03)** upon delivery. Total compensation payable to Contractor for services rendered pursuant to this Agreement, shall not exceed **FORTY-FOUR THOUSAND TWO HUNDRED FORTY DOLLARS AND EIGHT CENTS. (\$44,240.08).**

60% Deposit required and 40% upon delivery.

B. INVOICING REQUIREMENTS

Proper Invoice

For an invoice to be a proper invoice the requirements must be set as forth in the agreement or contract; however, in addition, no invoice submitted by Supplier / Contractor will be considered a proper invoice unless the invoice is an original invoice, delivered to the Louisville Metro Government in accordance with the contract, and containing the following additional information.

- Contract number (SC00003824) under which the purchase was made.
- Name of Louisville Metro Government Agency and Requester initiating purchase
- Invoice date
- Supplier Name, Address, and Contact Information, including remittance if different
- Unique invoice number
- Account number or other identifying number agreed to by contract (if applicable)
- Description of goods, services or property provided to the Louisville Metro Government
- Date good, services, or property were provided to the Louisville Metro Government
- The quantity, unit and total price of the goods, services, or property provided to Louisville Metro Government matching the contractual amounts including discount percentages, if applicable
- No shipping costs or fuel surcharges unless specified in the solicitation
- Louisville Metro Government is not subject to sales tax
- Applicable discount payment terms

Invoice Submittal

Louisville Metro Government accepts e-Invoices. The electronic submission of invoices expedites review and payment processing. Invoices are currently accepted in .PDF, .XLS, .XLSX, DOC, DOCX, and .TXT file formats. Please submit your invoice as an attachment in one of the above referenced formats. Only one invoice attached to each email. Send to invoices.omb@louisvilleky.gov.

If unable to send invoices electronically, mail to:

Accounts Payable
611 West Jefferson Street. Louisville, KY 40202
All Statements of Account must be submitted by mail.

Payment Remittance

Payments will be made by check unless other methods are requested. Other payment options include e-payable and P-card. Contact **Accounts Payable at 502-574-3402** or accountspayable@louisvilleky.gov for more information.

C. TERMS AND CONDITIONS APPLICABLE TO GOODS

See terms and conditions applicable to purchases of goods attached hereto as **Attachment B**.

III. DURATION

A. This is a sole source contract which shall begin April 14, 2025, and shall continue through and including June 30, 2025.

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 Contractor 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 Contractor 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

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.

VI. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Contractor in accordance with **Attachment C**, attached hereto.

VII. HOLD HARMLESS CLAUSE

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.

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. 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.

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. 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.

XI. 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.

XII. OCCUPATIONAL HEALTH AND SAFETY

Contractor 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. Contractor 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 Contractor performs work under this Agreement. Contractor 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.

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.

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**

**LOUISVILLE METRO POLICE
DEPARTMENT**

By: 

Title: CHIEF OF POLICE

Date: 6-9-25

Signed by:

Natalie Johnson

**MICHAEL O'CONNELL
JEFFERSON COUNTY ATTORNEY**

Date: 6/6/2025

DS

Sk

6/6/2025

SIMTEK MODULAR, LLC

Signed by:

By: 
Savannah Johnson

Title: Manager

Date: 6/6/2025

PurData/FY25/SS250263 Modular Tac House LMPD Training

ATTACHMENT A



Simtek Modular, LLC.

1418 North 80 East – American Fork, UT 84003

(801) 360-6996

April 11, 2025

Subject:

Sole Source Explanation

To whom it concerns,

Simtek Modular is a supplier of Non-lethal Training Houses to many government, state, and local law enforcement agencies. We do not have a distributorship network and are the only supplier of our product. We sell directly to our end users. A project is initiated only through our remittance office listed above.

Our warehouse is located at:

1553 South 580 East, #105

American Fork, UT 84003

If you have any questions about issuing a Purchase Order, please call Savanna Johnson at

801.360.6996. Thank you.

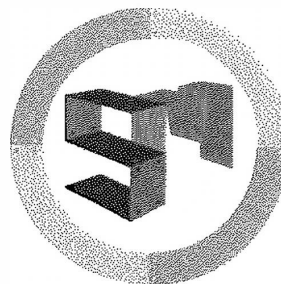
/s/ Savanna Johnson - Manager

www.SimtekModular.com

c: 801.360.6996

e: savannaj@simtekmodular.com

Simtek Modular, LLC
 1418 North 80 East
 American Fork, UT 84003
 +18013606996
 savannaj@simtekmodular.com
 www.simtekmodular.com



ADDRESS
 Nathan Rausch
 Louisville SWAT
 Louisville, KY

SHIP TO
 Nathan Rausch
 Louisville SWAT
 Louisville, KY

Estimate 3302

DATE 03/27/2025

PRODUCT	DESCRIPTION	QTY	EACH	AMOUNT
Kit #3 - STD	Complete Kit #3 CUSTOM: Standard Fascia 15/32" left raw (unpainted) 65 panels, 4-24" panels 7 pre-hung wood doors (4 left, 3 right with knobs) Quick Connector Bracket sets of 2: Steel, powder coated 44 straight, 7 corner, 10 tee, 3 end, 1 short wall 75 spacer posts	1	29,884.00	29,884.00
Shipping Special Terms	CUSTOM Ship	1	4,750.00	4,750.00
Self Installed	No Factory Install. We will send you our how-to video and notes.	1	0.00	0.00
Terms - No Installation	Orders are placed with a 60% deposit and 40% at shipping/delivery. Any items not listed but needed for completion of this project will be completed with the submission of a change order and billed at the agreed rate.	1	0.00	0.00
Valid for 60 days. Amounts are in USD. Net 15.				
Customer is responsible for off loading equipment when it arrives including supplying a fork lift if needed.				
Self Install notes and video will be provided.				
Panel per piece - Door 48" x 96"	Door panel (UNPAINTED) 2.5" thick, 48" wide and 96" tall. 34" wide x 82.5" tall doorway with prehung wood door (6 Left, 7 Right)	13	375.00	4,875.00
Panel per piece - Solid 48" x 96"	Solid panel. 2.5" thick, 48" wide and 96" tall	15	240.00	3,600.00
Spacer post for Bracket sets	2.5" x 2.5" x 8' tall. One required for each set of brackets ordered. -left raw (unpainted)	28	22.00	616.00
Bracket set - corner	Set of corner (90 deg. two way) brackets, powder coated	1	104.00	104.00
Bracket set - straight	Set of straight (two way) brackets, powder coated	14	102.00	1,428.00

Please call if you have any questions: 801.360.6996.

PRODUCT	DESCRIPTION	QTY	EACH	AMOUNT
Simplistic Breeching Door	Solid wood breeching door with smash plates/handle. Fits in place of any standard 48" panel location. Uses 1/2" wooden dowels to defeat	1	1,200.00	1,200.00
Bracket set - tee	Set of tee (three way) brackets, powder coated	1	112.00	112.00

Conditions for house placement:

1. Floor must be flat or can be sloped 2% from side to side.
2. Floor shouldn't be crowned in any way .
3. Material can be somewhat uneven (dirt, asphalt, road base, etc.) but may make installation more difficult.

SUBTOTAL	46,569.00
DISCOUNT 5.001%	-2,328.92
TAX	0.00

Registered wits SAM.gov
DUNS #: 035227919
Cage Code: 7N7D6

TOTAL	\$44,240.08
-------	-------------

Accepted By

Accepted Date

ATTACHMENT B

TERMS AND CONDITIONS APPLICABLE TO PURCHASES OF GOODS. THE FOLLOWING TERMS AND CONDITIONS APPLY TO PURCHASES OF GOODS AND THE CONTRACTOR AGREES TO BE BOUND BY SAME:

- A. PACKING:** No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified.
- B. DELIVERY:** For any exceptions to the delivery date as specified on the order, Contractor shall give prior notification and obtain approval thereto from the Metro Purchasing Department. With respect to delivery under this order, time is of the essence and the order is subject to termination for failure to deliver within the timeframe specified in this order.
- C. SHIPPING INSTRUCTIONS:** 60% down, 40% balance on receipt. Freight included in quote.
- D. ORDER NUMBERS:** Contract numbers or purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- E. REJECTION:** All goods, materials, or services purchased herein are subject to approval by Metro. Any rejection of goods, materials, or services resulting from nonconformity to the terms, conditions or specifications of this order, whether the goods are held by Metro or returned, will be at Contractor's risk and expense.
- F. QUALITY STANDARDS:** Brand names, models, and specifications referenced herein are meant to establish a minimum standard of quality, performance, or use required by Metro. No substitutions will be permitted without written authorization of Metro's Purchasing Department.
- G. WARRANTIES:** Contractor warrants that all products delivered under this order shall be new, unless otherwise specified, free from defects in material and workmanship, shall be fit for the intended purpose, and shall not infringe upon the rights of any third party. All products found defective shall be replaced by the Contractor, at Contractor's expense (including shipping and associated costs), upon notification by Metro. Contractor further warrants that all products and services shall be delivered and performed in a professional manner in accordance with applicable laws and generally accepted practices and standards of similar professionals in the industry. Contractor shall perform all Services: (i) exercising that degree of professionalism, skill, diligence,

care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provided providing services under the same or similar circumstances as the Services under this Agreement; (ii) in accordance with all Specifications and all Buyer policies, guidelines, by-laws and codes of conduct applicable to Contractor; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services. Buyer may object to any of the Contractor's personnel engaged in the performance of Services who, in the reasonable opinion of Buyer, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Contractor shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of Buyer.

- H. PAYMENT, CASH DISCOUNT:** Invoices will not be processed for payment nor will the period of computation for discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.
- I. LIENS, CLAIMS AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.

ATTACHMENT C

Insurance Requirements

1. 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.

2. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:
 - a. "The Louisville/Jefferson County Metro Government, along with its elected and appointed officials, employees, agents, successors, agencies, departments, affiliates, and assigns are included as and deemed an "Additional Insured" with respect to the operations of the Named Insured performed under this contract."
3. 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):
 - a. **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:

- i. Premises - Operations Coverage
- ii. Products and Completed Operations
- iii. Contractual Liability
- iv. Broad Form Property Damage
- v. Independent Contractors Protective Liability
- vi. Personal Injury

b. **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.

c. **COMMERCIAL PROPERTY INSURANCE**: insuring all personal property owned by others which is left in the care custody and control of the contractor. Insurance shall be written on the I.S.O. (or equivalent) Special Property Form, with the limit of liability equal to the full Replacement Cost covering personal property of others left in the care, custody and control of the Named Insured. The interest of the Board shall be named as Loss Payee.

4. **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.

5. MISCELLANEOUS

Contractor to 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).

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

Upon execution and/or renewal of insurance coverage (s), Certificates of Insurance shall be furnished to:

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

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.

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.

II insurance requirements including performance and payment bonds shall be furnished the day a contract issued pursuant to this Proposal is awarded.