



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

| | | | |
|---------------|---------------------------------|--------------------|--------------|
| Department | Fleet Services | Department Contact | Matt Maskey |
| Contact Email | matthew.maskey@louisvilleky.gov | Contact Phone | 502-238-4125 |

| | | | | |
|---------------------------------------|--------------|------------------|----------------|-------|
| Contract Type: check one | New | Amendment | | |
| | | Additional Funds | Time Extension | Scope |
| Professional Service | | | | |
| Sole Source (goods/services) | ✓ | | | |
| | Start | End | | |
| Requested Contract Dates (MM/DD/YYYY) | 02/02/2021 | 06/30/2021 | | |

VENDOR INFORMATION

| | | | | | |
|--|---------------------------------------|--------------------------------|--------------------------|----------|-------|
| Vendor Legal Name | McMahon Truck Centers Louisville, LLC | | | | |
| DBA | | | | | |
| Point of Contact | Calvin Myers | Email | cmyers@mcmahontrucks.com | | |
| Street | 1606 Progress Way | | | | |
| Suite/Floor/Apt | | Phone | 812-280-2100 | | |
| City | Clarksville | State | IN | Zip Code | 47129 |
| 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 | \$50,000 | (including reimbursement expenses, if applicable) | | | |
| Fund Source: General Fund | ✓ | | | | |
| Federal Grant | | Federal Granting Agency | | | |
| Other | | Describe: | | | |
| Account Code String # | 1101 | 410 | 1560 | 151801 | 522431 |
| Payment Rate | | per hour | | per day | |
| | | per month | | Other | |
| Payment Frequency | | Monthly | ✓ | Upon Completion / Delivery | |
| | | Quarterly | | Other | |



**Office of Management and Budget
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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.

The request is for an engine replacement on a Mack brand Waste Collection truck. The investment into the vehicle with a new engine is a cost effective solution to keep the vehicle in service in lieu of removing the vehicle from service and purchasing a new one.

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

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

The vehicle being repaired is manufactured by Mack trucks. McMahon truck center is the only factory authorized Mack dealer in the area. They will be doing a engine replacement and they will offer the full factory warranty on the engine replacement since they are an authorized Mack service center.

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 Mark Zoeller Date 3/22/2021
DocuSigned by:
Signature 8D480961C540B...
 Mark Zoeller

Purchasing Director Joel Neaveill Date 3/22/2021
DocuSigned by:
Signature B4B46603FB3A42D...
 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 **DEPARTMENT OF FLEET AND FACILITIES MANAGEMENT**, herein referred to as **“METRO GOVERNMENT”**, and **MCMAHON TRUCK CENTERS LOUISVILLE, LLC** with offices located at 1606 Progress Way, Clarksville, Indiana 47129, herein referred to as **“CONTRACTOR”**,

W I T N E S S E T H:

WHEREAS, the Metro Government wishes to purchase an engine replacement for a Mack brand waste collection truck; 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 parts and services as described on Attachment A attached hereto and fully incorporated herein.

II. FEES AND COMPENSATION

A. The Metro Government shall pay Contractor for goods and services supplied as described on Attachment A. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed **FIFTY THOUSAND DOLLARS (\$50,000.00)**.

B. Payment shall be made pursuant to Contractor's detailed invoice which shall describe in detail the products purchased and all charges associated with same.

C. The Metro Government shall not reimburse out of pocket expenses under this Agreement.

III. DURATION

A. This Agreement shall begin February 2, 2021 and shall continue through and including June 30, 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

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

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

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

VII. REPORTING OF INCOME

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

VIII. GOVERNING LAW

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

IX. AUTHORITY

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

X. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

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

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

or

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

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to

involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

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

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

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

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

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the

parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto. In the event of a conflict between the terms of this Agreement and the terms in any of the Attachments, this Agreement shall govern.

XIII. SUCCESSORS

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

XIV. SEVERABILITY

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

XV. COUNTERPARTS

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

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

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

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

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

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

DocuSigned by:

Paul Rutherford

MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

Date: 3/22/2021

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**

DocuSigned by:

Joel Neaveill

**JOEL NEAVEILL, DIRECTOR, PURCHASING
DEPARTMENT**

Date: 3/22/2021

DocuSigned by:

Mark Zoeller

3/22/2021

MARK ZOELLER
DIRECTOR, FLEET AND FACILITIES
MANAGEMENT

**MCMAHON TRUCK CENTERS
LOUISVILLE, LLC**

DocuSigned by:

[Signature]

By:

C309248059FD43B...

Title: General Manager

Date: 3/31/2021

**Taxpayer Identification No.
(TIN):**

**Louisville/Jefferson County
Revenue Commission Account
No.:**

ATTACHMENT A

NOT POSTED TO FLEET
 UPDATED: 02/26/21 02:37 pm EST

ASIST

McMahon Truck Center - Louisville (Volvo)

1606 Progress Way Clarksville, Indiana 47129
 Phone: (812) 280-2100



Case Number: 13801828 - Repair Order Number: 14801SL
 Purchase Order Number: n/a
 Service Writer: Doane, Mike - Case Date: 01/22/21 12:42 pm EST

| | | |
|--|--------------------------------|------------------------------------|
| Louisville Metro Government | Unit #: 4473 | |
| Address: 935 LOGAN ST LOUISVILLE, KY 402041835 | Asset: 2012 Mack LEU613 | Miles |
| Phone: | Serial #: CM007291 | Warranty Start: 1/31/2012 |
| Fax: | VIN: 1M2AU02C3CM007291 | In Service: 9 Years 0 Month |
| Cust #: K2267 | Engine: MP7 | |
| | Engine Hours: 25416 | |



| Operation | Operation | Labor | Parts | Core Charge | Total |
|-----------|---|-------------|-------------|-------------|-------------|
| 1 | C/S UNIT IS IN DERATE CHECK AND ADVISE [UNDER WARRANTY] | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2 | UNIT IS SMOKING BLACK AND WILL NOT IDLE CHECK AND ADVISE [UNDER WARRANTY] Parts: (1.0) CYLINDER HEAD, EXCH, (1.0) CYLINDER LINER KIT, (1.0) DE-CARBONIZING KIT, (1.0) EXHAUST PIPE CLAMP, (1.0) FILTER KIT, (1.0) GASKET, (1.0) HOSE, (1.0) INJECTOR SLEEVE, (1.0) MISC, (1.0) NIPPLE, (1.0) O-RING, (1.0) PIPE, (1.0) ROCKER, (1.0) SEALING RING, (1.0) TURBO KIT, (1.0) UNIT INJECTOR, EXCH, (1.0) YOKE, (10.0) OIL, (2.0) PLANE GASKET, (2.0) SEALANT, (3.0) SEAL, (8.0) ZIP TIE, (9.0) FLANGE SCREW Correction: PULL AND INSPECT INJECTORS | \$6,206.20 | \$12,708.94 | \$0.00 | \$0.00 |
| 3 | 02MPENG - REMAN ENGINE MP / D Parts: (1.0) EGR COOLER KIT, (1.0) EGR KIT, (1.0) ENGINE, EXCH, (1.0) FILTER AIR, (1.0) FILTER COOLNT, (1.0) FILTER KIT, (1.0) KIT INSTALL, (1.0) MISC FASTENERS CLEANERS ETC, (1.0) T-STAT, (1.0) TURBO KIT, (1.0) W/P KIT, (10.0) 15/40 MACK OIL, (10.0) OIL, (12.0) ANTI FREEZE | \$11,154.00 | \$32,857.77 | \$0.00 | \$44,011.77 |

Notes: [1/22/2021 at 01:23 pm EST] - Approval Requested for the estimate version 1, total \$2,412.75. [View the estimate.](#)
 Repair status set to Hold (auth).

Parts: \$32,857.77
Labor: \$11,154.00
Core: \$0.00
Haz. Waste: \$18.00
Shop: \$200.00
Freight: \$0.00
Tax: \$2,314.04
TOTAL: \$46,543.81

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: _____
 DATE: ____/____/____

DocuSign Envelope ID: 8C4FB1B1-987D-42C1-AB6F-28CD6EE63A10

Remove Tax

| | |
|---|--|
| CT056130 | Louisville-Jefferson County Metro Government |
| Exemption Number | Name of Exempt Institution |
| Important—Certificate not valid unless completed. | PURCHASE EXEMPTION CERTIFICATE |
| | Check Applicable Block Blanket D Single Purchase D |
| I hereby certify that Louisville-Jefferson County Metro Government is a Kentucky local government agency located at 611 West Jefferson St., Louisville, Kentucky and that the tangible personal property, digital property or services to be purchased from <u>Mahon Truck Center Louisville</u> 1606 Progress Way, Clarksville, IN 47129 | |
| Name of Vendor | |
| Address | |
| will be used solely within the exempt function of a local government agency. Description of property to be purchased: <u>Repair engine / replacement 2012 Mack LEU613</u> | |
| In the event that the property purchased is not used for an exempt purpose, it is understood that I am required to pay the tax measured by the purchase price of the property. | |
| Any official or employee who uses this certificate to make tax-free purchases for his own personal use or that of any other person will be subject to the penalties provided in KRS 139.990 and other applicable laws. | |
| Under penalties of perjury, I swear or affirm that the information on this certificate is true and correct as to every material matter. | |
| <u>Monica Harmon</u> | Director of Finance |
| D886D5FF7EC1441... Authorized Signature | Title |
| | 1/07/2021 |
| | Date |
| CAUTION TO SELLER: This certificate cannot be issued or used in any way by a construction contractor to purchase property to be used in fulfilling a contract with an exempt institution. Sellers accepting certificates for such purchases will be held liable for the sales or use tax. | DEPARTMENT OF REVENUE Frankfort, Kentucky 40620 51A126 (12-09) |

ATTACHMENT B

INSURANCE REQUIREMENTS

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

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

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

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

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

- 1. COMMERCIAL GENERAL LIABILITY, via the Occurrence Form, primary, non contributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury, Property Damage, and Products/Completed Operations including:**
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
- 2. AUTOMOBILE LIABILITY, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is \$1,000,000 Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.**

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

ACCEPTABILITY OF INSURERS

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

MISCELLANEOUS

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

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

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

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

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

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

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

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

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 FLEET AND FACILITIES MANAGEMENT CONCERNING A REPLACEMENT ENGINE FOR A MACK BRAND WASTE COLLECTION VEHICLE – (MCMAHON TRUCK CENTERS LOUISVILLE LLC – \$50,000.00).

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:

FLEET AND FACILITIES MANAGEMENT

\$50,000.00 for a noncompetitively negotiated Sole Source Contract with McMahon Truck Centers Louisville LLC for a replacement engine for a Mack brand waste collection truck from February 2, 2021 through June 30, 2021.

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: _____

Facilities Management - Contract (Sole Source) with McMahon Truck Centers Louisville LLC Resolution 031621.doc [pr]