



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

Department	Library	Department Contact	Belinda Catman
Contact Email	belinda.catman@lfpl.org	Contact Phone	574-1845

Contract Type: check one	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment		
		Additional Funds	Time Extension	Scope
Professional Service				
Sole Source (goods/services)	<input checked="" type="checkbox"/>			
Requested Contract Dates (MM/DD/YYYY)	Start 07/01/2019	End 06/30/2020		

**VENDOR INFORMATION**

Vendor Legal Name	Innovative Interfaces, Inc.		
DBA			
Point of Contact	Valerie Alerte Kavanagh	Email	valerie.kavanagh@iil.com
Street	5850 Shellmound Way		
Suite/Floor/Apt		Phone	1-404-213-8221
City	Emeryville	State	CA Zip Code 94608
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	<i>280,000</i> <del>3520,000</del>	(including reimbursement expenses, if applicable)		
Fund Source: General Fund	<input checked="" type="checkbox"/>			
Federal Grant		Federal Granting Agency		
Other		Describe:		
Account Code String #	<input type="checkbox"/> 1101	<input type="checkbox"/> 730	<input type="checkbox"/> 5985	<input type="checkbox"/> 590218 <input type="checkbox"/> 522622
Payment Rate		per hour	per day	per service
		per month	Other	
Payment Frequency	<input checked="" type="checkbox"/>	Monthly	Upon Completion / Delivery	
		Quarterly	<input checked="" type="checkbox"/>	Other Annually



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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.

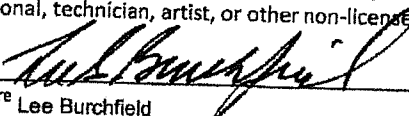
This contract covers maintenance, support, and products for the integrated library system Polaris.

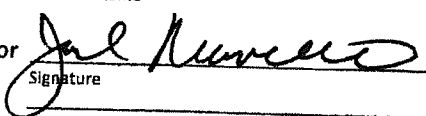
**JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE** (Attach additional documentation if necessary)

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 cost to rebid and implement a new system would far outweigh the savings from rebidding the contract.

**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 4-16-19  
 Signature Lee Burchfield  
 Printed Name \_\_\_\_\_

Purchasing Director  Date 4/19/19  
 Signature  
 Joel Neavill \_\_\_\_\_

**ADDENDUM TO  
AGREEMENT**

This **ADDENDUM** (hereinafter referred to as the "Addendum") is made and entered into as of the date of the last signature of the parties hereto (the "**Effective Date**"), by and between **INNOVATIVE INTERFACES INCORPORATED**, a California corporation having its principal place of business at 1900 Powell Street, Suite 400, Emeryville, CA 94608 (hereinafter referred to as "**Innovative**"), and the Louisville/Jefferson County Metro Government, by and through its **LOUISVILLE FREE PUBLIC LIBRARY**, 301 York Street, Louisville, KY 40203 (hereinafter referred to as "**Client**" and collectively referred to as "**the Parties**").

**WHEREAS**, Client and Innovative are parties to the software Maintenance and Support Agreement for the Integrated Library System Polaris effective as of August 18, 2016 (the "**Agreement**"); and

**WHEREAS**, Client desires to extend their software maintenance, support and subscriptions and, in connection with such extension, the parties desire to amend the Agreement as set forth in this Addendum; and

**NOW, THEREFORE**, for good and valuable consideration and intending to be legally bound hereby, the parties hereby agree as follows.

1. **Maintenance Renewal.** Subject to the terms of the Agreement the term of Client's software Maintenance and Support is hereby extended for the period July 1, 2019 through June 30, 2020, for the price, products and terms as respectively set forth in Exhibit 1 attached hereto and the term of the Agreement is hereby extended through June 30, 2020.
2. **Compensation.** The total compensation payable to Innovative for services rendered pursuant to this Amendment shall not exceed Two Hundred and Eighty Thousand dollars (\$280,000).
3. **Data Security.** Innovative shall comply with the Customer's Information Privacy and Security Policy attached hereto and fully incorporated herein as Exhibit 2.

Except as otherwise amended hereby, the other provisions of the Agreement will remain in full force and effect as of the date hereof. In the event of a conflict between the provisions of this Addendum and the Agreement, the terms of this Addendum will control.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to enter into this Addendum as of the dates specified below.

**LOUISVILLE FREE PUBLIC LIBRARY**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**INNOVATIVE INTERFACES  
INCORPORATED**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

*Alex Burchfield*

*Alex Burchfield*

*Director*

*8-12-2019*

*Akin Adekeye*

Akin Adekeye

VP & General Counsel

July 29, 2019

EXHIBIT 1  
Maintenance/Subscription Renewal  
[APPROVED SOFTWARE RENEWAL QUOTE FOLLOWS THIS PAGE]



# Renewal Quote

Page 1 of 3

Innovative Interfaces Incorporated  
 1900 Powell St.  
 Suite 400  
 Emeryville CA 94608  
 United States

Quote # SO-INC22334  
 Terms Net 30  
 PO #  
 Renewal Start Date 7/1/2019  
 Renewal End Date 6/30/2020  
 Site Code LFPL

**Bill To**  
 Louisville Free Public Library  
 301 York Street  
 Louisville KY 40203  
 United States

**Ship To**  
 Louisville Free Public Library  
 301 York Street  
 Louisville KY 40203  
 United States

Currency  
 US Dollar

Item #	Description	Qty	Unit Price	Options	Amount	Amount
Staff User Licenses Maintenance	Maintenance	357	Polaris Staff User Licenses Maintenance		145.118592	51,807.34
Envisionware Maintenance	Maintenance	48	Envisionware ECS Staff Terminals	Envisionware License Options: ECS-Staff Register SW	456.00	21,888.00
Envisionware Maintenance	Maintenance	26	Envisionware ECS Staff Terminals	Envisionware License Options: ECS-Staff Register SW	456.00	11,856.00
Polaris Additional Self Check Station Maintenance	Maintenance	7	Polaris Self Check Maintenance		231.631416	1,621.42
Polaris Additional Self Check Station Maintenance	Maintenance	5	Polaris Self Check Maintenance		289.071984	1,445.36
Polaris Inventory Control Maintenance	Maintenance	4	Polaris Inventory Control Maintenance		315.83748	1,263.35
Polaris Additional Self Check Station Maintenance	Maintenance	4	Polaris Self Check Maintenance		289.0725	1,156.29
Polaris Additional Self Check Station Maintenance	Maintenance	4	Polaris Self Check Maintenance		275.3025	1,101.21
Polaris EDI Ordering & Invoicing Maintenance	Maintenance	1	Polaris EDI Ordering & Invoicing Maintenance		786.579996	786.58
Polaris Additional Self Check Station Maintenance	Maintenance	2	Polaris Self Check Maintenance		318.334992	636.67
Polaris	Maintenance	2	Polaris Self Check Maintenance		288.724992	577.45



# Renewal Quote

Innovative Interfaces Incorporated  
 1900 Powell St.  
 Suite 400  
 Emeryville CA 94608  
 United States

Quote #

SO-INC22334

Item	Category	Quantity	Description	Unit Price	Amount
Additional Self Check Station Maintenance					
Polaris Additional Self Check Station Maintenance	Maintenance	2	Polaris Self Check Maintenance	303.169992	606.34
Polaris Simply Reports Maintenance	Maintenance	1	Polaris Simply Reports Maintenance	1,310.97	1,310.97
Polaris Automatic Authority Control	License - Ter...	1	Polaris Automatic Authority Control Subscription	3,251.19	3,251.19
Polaris Additional Self Check Station Maintenance	Maintenance	1	Polaris Self Check Maintenance	350.949996	350.95
Polaris Mobile PAC	Maintenance	1	Polaris Mobile PAC Maintenance	1,818.99996	1,819.00
Polaris Outreach Services	Maintenance	1	Polaris Outreach Services Maintenance	736.999992	737.00
Polaris PowerPAC Multilingual Maintenance	Maintenance	1	Polaris PowerPAC Multilingual Maintenance	736.999992	737.00
			Polaris PowerPAC Language Options: Spanish		
Polaris PowerPAC Multilingual Maintenance	Maintenance	1	Polaris PowerPAC Multilingual Maintenance	1,105.509996	1,105.51
			Polaris PowerPAC Language Options: Vietnamese		
Polaris PowerPAC Multilingual Maintenance	Maintenance	1	Polaris PowerPAC Multilingual Maintenance	1,105.509996	1,105.51
			Polaris PowerPAC Language Options: French		
Polaris Server Software	Maintenance	1	Polaris Server Software Maintenance	11,057.23992	11,057.24
Polaris Telephone Services	Maintenance	1	Polaris Telephone Services Maintenance	1,547.70996	1,547.71
			Polaris Telephone Services: Outbound		
Polaris Telephone Services	Maintenance	1	Polaris Telephone Services Maintenance	1,547.70996	1,547.71
			Polaris Telephone Services: Inbound		
Polaris URL Detective	Maintenance	1	Polaris URL Detective Maintenance	173.239992	173.24
Polaris Syndetics Subscription	License - Ter...	1	Syndetic Solutions Subscription	17,803.53	17,803.53
Envisionware Maintenance	Maintenance	1	Envisionware Maintenance	16,360.1496	16,360.15
			Envisionware License		



# Renewal Quote

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Quote #

SO-INC22334

				Options:	Unit	Amount
Envisionware Maintenance	Maintenance	1	Envisionware ECS Web Staff System Maintenance	Envisionware License Options: PCR-SLE Clients	184.099992	184.10
			1 July 2019 - 30 June 2020, year 3 of 3	Envisionware License Options: ECS-A-Staff Register SW		
Polaris Additional Self Check Station Maintenance	Maintenance	4	Polaris Additional Self Check Station Maintenance		480.287478	1,921.15
			1 August 2019 - 30 June 2020			
<b>Total</b>						<b>US\$155,757.97</b>

THIS INFORMATION IS CONFIDENTIAL BETWEEN THE PARTY IDENTIFIED AS BILL TO ABOVE AND INNOVATIVE INTERFACES

Notes:

1. The prices quoted may be subject to change where new software has been purchased or changes have been made to existing software.
2. Taxes are not included in the quoted price but, if applicable, may be charged by Innovative at the point of invoicing.

## Exhibit 2

The Louisville Free Public Library (hereafter, the Library) has adopted an Information Privacy and Security Policy, in response to Kentucky Revised Statutes (KRS) 61.932(1).

Pursuant to the adoption of said policy, vendors that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by an agency;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 12329."

As provided in KRS 61.931(5), a "non-affiliated third party" means any person or entity that has a contract or agreement with the Library and receives, accesses, collects or maintains personal information from the Library pursuant to the contract or agreement.


The vendor hereby agrees to cooperate with the Library in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the Library of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the vendor abides by the requirements set forth in that exception.

The vendor hereby agrees to assist the library in undertaking a prompt and reasonable investigation of any breach as the library is required to adhere to by virtue of KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the vendor hereby agrees to reasonably assist in any such investigation and in so far as such assistance is not deemed excessive, bear all costs in providing such assistance.

In accordance with KRS 61.932(2)(a), for any contracts or agreements executed or amended after January 1, 2015, the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices required by GDPR.

I agree to the terms of this privacy policy: 

Printed Name: Akin Adekeye

Date: July 29, 2019