



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

Department	Library	Department Contact	Belinda Catman
Contact Email	belinda.catman@lfpl.rog	Contact Phone	502-574-1846

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"/>			
Requested Contract Dates (MM/DD/YYYY)	<b>Start</b>	<b>End</b>		
	07/01/2018	06/30/2019		

**VENDOR INFORMATION**

Vendor Legal Name	Bridgeall Libraries Limited			
DBA	Collection HQ			
Point of Contact	Amanda DaSilva	Email	amanda.dasilva@collectionhq.com	
Street	%Baker and Taylor 2550 West Tyvola Road			
Suite/Floor/Apt	300	Phone	704-998-3100	
City	Charlotte	State	NC	Zip Code 28217
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	<b>\$75,000</b>	(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"/> 5922	<input type="checkbox"/> 591270	<input type="checkbox"/> 521114
Payment Rate		per hour		per day	
		per month		Other	varies
Payment Frequency		Monthly		Upon Completion / Delivery	
		Quarterly	<input checked="" type="checkbox"/>	Other	Annual

R-121-18



Debbe Oberhausen  
Library Content Manager  
Louisville Free Public Library  
301 York Street  
Louisville, KY 40203

March 10<sup>th</sup> 2016

Ref: SOLE SOURCE

Dear Debbe,

Further to our discussions, I am delighted to confirm that Bridgeall Libraries Limited is the sole supplier globally of collectionHQ – the unique subscription based software service which helps public libraries improve the performance of their collection.

This is a unique product and is the only product in the world which delivers the Evidence Based Stock Management (EBSM™) methodology.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Ian Downie". The signature is stylized and includes a vertical line through the letter "i".

Ian Downie

Director, International Business Development

Copies of invoices or receipts for third party charges must be included with the Consultant's invoice when payment is requested.

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

### III. DURATION

A. This Agreement shall begin July 1, 2018 and shall continue through and including June 30, 2019.

B. This Agreement may be terminated by submitting ninety (90) 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

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;

(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 Attachment, 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.

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

APPROVED AS TO FORM AND  
LEGALITY CONTINGENT  
UPON APPROVAL OF  
OF THE APPROPRIATION FOR  
THIS CONTRACT BY THE  
METRO COUNCIL

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT

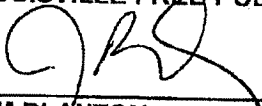
  
\_\_\_\_\_  
MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY

  
\_\_\_\_\_  
JOEL NEAVEILL, DIRECTOR, PURCHASING  
DEPARTMENT

Date: 4/27/18

Date: 6/26/18

LOUISVILLE FREE PUBLIC LIBRARY

  
\_\_\_\_\_  
JIM BLANTON  
DIRECTOR

Date: 6/25/18

BRIDGEALL LIBRARIES LIMITED

By: 

Title: Vice President - General Manager

Date: 6/22/18

Taxpayer Identification No.  
(TIN): 94-2553274

Louisville/Jefferson County  
Revenue Commission Account  
No.: 209006



**evidence selection HQ**  
data. insight. solutions.

26 April 2018

Lisa Dekker  
Louisville Free Public Library  
301 York Street  
Louisville  
Kentucky  
USA 40203-2257

Ref: SOLE SOURCE

Dear Lisa,

Further to our discussions, I am delighted to confirm that Bridgeall Libraries Limited is the sole supplier globally of Evidence-based Selection Planning – ESP.

ESP is a decision support system integrated with Title Source 360 to provide your library with the information to select the right titles and quantities, for the right locations.

Yours sincerely,

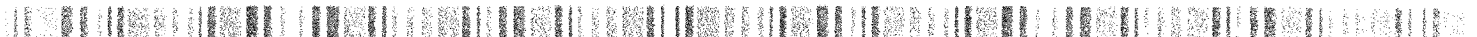
Ian Downie  
Director, International Business Development

UNITED STATES  
c/o Baker & Taylor  
2550 West Tyvola Road, Suite 300  
Charlotte, NC 28217  
p 1-800-273-6395

UNITED KINGDOM  
Bridgeall Libraries Ltd  
Hillington Park Innovation Centre  
1 Ainslie Road  
Glasgow, G52 4RU  
p +44 (0)141 585 6427

Bridgeall Libraries Ltd is a registered company in Scotland no. 267237. Registered office in Glasgow.

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Lisa Dekker  
Library Content Supervisor  
Louisville Free Public Library  
301 York Street  
Louisville,  
Kentucky 40203

March 6, 2018

Dear Lisa,

**Continuation of your subscription to the ESP Service**

I hereby agree to continue our subscription to the ESP Service for the noted subscription period below. Please note change to 10.2 clause we no longer offer a free implementation if you change your library management system, this will be charged at 50% of your set up fee list price.

Subscription Period:	1 Year commencing 3/23/18 to 3/23/19
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The costs associated with the provision of the above Service are as follows:

Subscription Fee:	List price USD\$13,000 per annum
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Yours faithfully,

  
Marie S Robertson  
Account Manager  
For and on behalf of Bridgeall Libraries Limited

Acceptance on Louisville Free Library behalf

  
Signature

6/25/18  
Date



If the subscription is terminated before the end of the period set forth in this agreement, then the discount applied for previous periods will be payable.

Yours faithfully,



Marie S Robertson  
Account Manager  
For and on behalf of Bridgeall Libraries Limited

Acceptance on Louisville Free Public Library behalf

  
\_\_\_\_\_  
Signature

6/23/18  
\_\_\_\_\_  
Date

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.

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.

## II. 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.

## III. MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which Louisville/Jefferson County Metro Government 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 15 days prior to the expiration of any policy(s).
- B. **Upon execution of the contract and renewal of insurance coverage(s), Certificates of Insurance as required above shall be furnished to:**
- Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Risk Management Division  
611 West Jefferson Street  
Louisville, Kentucky 40202
- C. **CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro'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's Risk Management Division within two 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.**
- D. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of the 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 the Contractor.