

## **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 FREE PUBLIC LIBRARY**, herein referred to as “**METRO GOVERNMENT**”, and **GIS INFORMATION SYSTEMS, INC. d/b/a POLARIS LIBRARY SYSTEMS** with offices located at 103 Commerce Boulevard, Liverpool, New York 13088, herein referred to as “**CONTRACTOR**”,

### **WITNESSETH:**

**WHEREAS**, the Metro Government wishes to purchase annual maintenance and support for the Library's Polaris Integrated Library System; 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 OF SERVICES**

**A.** Contractor shall, at the request of the Metro Government, provide services under the terms of this Agreement.

**B.** The services of Contractor shall include but not be limited to the following:

- 1.** Annual maintenance for the Polaris Integrated Library System. This includes licensing, support and updates for the Polaris server software, staff clients, self-check clients, multi-lingual public access catalog, electronic invoicing, reporting, telephony and email notification systems.
- 2.** Purchase receipt printers, barcode scanners and other hardware as needed to run the Polaris Integrated Library System.
- 3.** Purchase Envisionware's PC Reservation (computer session management) and LPT:One (print management) licensing through Polaris, as well as Envisionware's RFID implementation services and supplies. Purchase licensing for the TDNet e-resource management service through Polaris.
- 4.** Purchase PowerPlus cards for the JCPS program.
- 5.** Purchase other software and/or technology to enhance the Polaris Integrated Library System.

## **II. FEES AND COMPENSATION**

**A.** The Metro Government shall pay Contractor for services rendered and goods supplied as agreed to in writing between the parties and as described on Attachment A attached hereto and fully incorporated herein. The Metro Government has attempted to define a pricing structure for this Agreement, but has found it cannot do so except as described on Attachment A since the market for the goods to be purchased fluctuates and cannot therefore be committed to writing for the term of this Agreement. The Metro Government and Contractor shall therefore agree in writing to pricing and any other terms for each transaction they execute except for the items and services on Attachment A. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)**.

**B.** 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 this Agreement and the particular nature of such service. 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 December 1, 2013 and shall continue through and including November 30, 2014.

**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) 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.

**V. INSURANCE REQUIREMENTS**

Insurance coverage shall be required of Contractor in accordance with Attachment B attached hereto and fully incorporated herein.

**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:

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

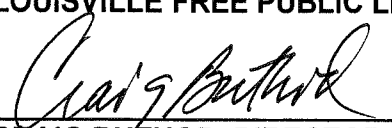
Date: \_\_\_\_\_

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT

  
\_\_\_\_\_  
CRAIG BOWEN, DIRECTOR, PURCHASING  
DEPARTMENT

Date: 12/3/13

LOUISVILLE FREE PUBLIC LIBRARY

  
\_\_\_\_\_  
CRAIG BUTHOD, DIRECTOR

Date: 11/20/13

GIS INFORMATION SYSTEMS, INC.  
D/BA POLARIS LIBRARY SYSTEMS

By:   
\_\_\_\_\_

Title: Manager Contracts & Proposals

Date: 11/12/13

Taxpayer Identification No.  
(TIN): 

Louisville/Jefferson County  
Revenue Commission Account  
No.: \_\_\_\_\_

**ATTACHMENT A**

### Louisville Free Public Library - maintenance quote

This quote may change due to increases or decreases in products or services over the periods.

Software & Hardware Items	Renewal Period	Qty	Amount	Total Cost
Envisionware	11/01/14 - 10/31/15	1	\$ 15,616.89	\$ 15,616.89
Polaris Authorities Weekly	09/01/14 - 08/31/15	1	\$ 1,800.00	\$ 1,800.00
Polaris e-Commerce	03/01/14 - 02/28/15	1	\$ 5,469.78	\$ 5,469.78
Polaris EDI	03/01/14 - 02/28/15	3	\$ 250.00	\$ 750.00
Polaris ExpressCheck	03/01/14 - 02/28/15	1	\$ 335.02	\$ 335.02
Polaris ExpressCheck	03/01/14 - 02/28/15	2	\$ 275.63	\$ 551.26
Polaris ExpressCheck	03/01/14 - 02/28/15	2	\$ 289.41	\$ 578.82
Polaris ExpressCheck	03/01/14 - 02/28/15	2	\$ 303.88	\$ 607.76
Polaris ExpressCheck	03/01/14 - 02/28/15	7	\$ 221.12	\$ 1,547.84
Polaris Federated Search	03/01/14 - 02/28/15	1	\$ 13,125.00	\$ 13,125.00
Polaris Federated Search	03/01/14 - 02/28/15	1	\$ 1,050.00	\$ 1,050.00
Polaris Inventory Manager	03/01/14 - 02/28/15	4	\$ 301.51	\$ 1,206.04
Polaris Mobile PAC	03/01/14 - 02/28/15	1	\$ 1,736.44	\$ 1,736.44
Polaris Outreach Services	03/01/14 - 02/28/15	1	\$ 703.55	\$ 703.55
Polaris PowerPAC Children's Edition	03/01/14 - 02/28/15	1	\$ 500.00	\$ 500.00
Polaris PowerPAC Multilingual Version	03/01/14 - 02/28/15	1	\$ 703.55	\$ 703.55
Polaris PowerPAC Multilingual Version	03/01/14 - 02/28/15	1	\$ 1,055.32	\$ 1,055.32
Polaris Server Software	03/01/14 - 02/28/15	1	\$ 10,555.38	\$ 10,555.38
Polaris SimplyReports	03/01/14 - 02/28/15	2	\$ 625.00	\$ 1,250.00
Polaris Staff Client	03/01/14 - 02/28/15	357	\$ 138.54	\$ 49,458.78
Polaris Telephone Services	03/01/14 - 02/28/15	1	\$ 1,477.47	\$ 1,477.47
Polaris URL Detective	03/01/14 - 02/28/15	1	\$ 165.38	\$ 165.38
Polaris ZMARC	12/01/14 - 11/30/15	2	\$ 650.00	\$ 1,300.00
Syndetic Solutions	03/01/14 - 02/28/15	1	\$ 13,995.45	\$ 13,995.45
TDNET	11/01/14 - 10/31/15	1	\$ 3,190.70	\$ 3,190.70
Total cost				\$ 128,730.43

## **ATTACHMENT B**

### **I. 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. 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 and approved by the Louisville/Jefferson County 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 Louisville/Jefferson County Metro Government (Metro). Metro may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

**A. 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."**

**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:**

- 1. COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, 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, 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. PROFESSIONAL LIABILITY (Errors and Omissions Liability) insurance** policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act. 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.

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 "B+ 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/17/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bailey, Haskell & LaLonde 5232 Witz Drive N. Syracuse NY 13212	<b>CONTACT NAME:</b> Eileen Neil	
	<b>PHONE</b> (A/C, No, Ext): 315-457-1830	<b>FAX</b> (A/C, No): 315-7902
<b>INSURED</b> GISIN GIS Information Systems, Inc. DBA Polaris Library Systems P.O. Box 4903 Syracuse NY 13221-4903	<b>E-MAIL ADDRESS:</b> ENeil@bhlinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Travelers Indemnity Co. of Connecticut	
	<b>INSURER B:</b> Travelers Property Cas. Co. of America	
	<b>INSURER C:</b> Phoenix Insurance Company	
	<b>INSURER D:</b> St. Paul Fire & Marine	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 1220721919**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY	Y	Y	ZPP12P29152	12/31/2012	12/31/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC \$
A	AUTOMOBILE LIABILITY	Y	Y	BA3762P648	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB EXCESS LIAB			ZUP12P29188	12/31/2012	12/31/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 DED X RETENTION \$10,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	UB3869P949	12/31/2012	12/31/2013	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional			ZPL10P993651315	5/6/2013	5/6/2014	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**Louisville/Jefferson County Metro Government  
Risk Management Division; 611 West Jefferson Stree  
Louisville KY 40202-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RESOLUTION NO. \_\_\_\_\_, SERIES 2013

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED RENEWAL SOLE SOURCE CONTRACT – (GIS INFORMATION SYSTEMS, INC. D/B/A POLARIS LIBRARY SYSTEMS - \$300,000.00).

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:

**LIBRARY**

\$300,000.00 for a noncompetitively negotiated renewal Sole Source Contract with GIS Information Systems, Inc. d/b/a Polaris Library Systems for annual maintenance and support for the Library's Polaris Integrated Library System from December 1, 2013 through November 30, 2014.

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

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

\_\_\_\_\_  
Jim King  
President of the Council

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

\_\_\_\_\_  
Approval Date

**APPROVED AS TO FORM AND LEGALITY:**

Michael J. O'Connell  
Jefferson County Attorney

BY: \_\_\_\_\_

**CONTRACT DATA SHEET**PSC Type (check one): ☐ New ☐ Addendum Sole Source: ☒ Yes ☐ No**Contractor Information**

1. Legal Name of Contractor: GIS INFORMATION SYSTEMS, DBA POLARIS LIBRARY SYSTEMS
2. Address: 103 COMMERCE BLVD
3. City, State, & Zip: LIVERPOOL, NY 13088
4. Contact Person Name & Telephone Number: ALASTAIR CAMERON 1-800-272-3414 EXT. 4514
5. LeAP Supplier #: 91095
6. Revenue Commission Taxpayer ID#: [REDACTED]
7. Federal Tax ID # (SSN if sole proprietor): [REDACTED]

**Department Information**

8. Requesting Department: Library
9. Contact Person Name & Telephone: Monica Harmon 574-1592

**Contract Information**

10. Not to exceed amount: \$ 300,000.00
11. Are expenses reimbursed? NO
12. If yes list allowable expenses and maximum amount reimbursable: N/A
13. Beginning and ending date of the contract: 12/1/2013-11/30/2014
14. Coding: - - - - -
15. Funding Source General Fund Federal Funds yes no
16. Scope & Purpose of the contract:  
INTEGRATE LIBRARY SYSTEM MAINTENANCE, SUPPORT AND PRODUCTS

**Attach all justification documentation to this form, along with signed Written Findings Form.****Authorizations**Department Director: Craig ButardDate: 10/22/13

Department certifies:



Funds are available  
 Contractor is registered and in good standing with the Revenue Commission  
 Human Relations Commission registration requirements have been met  
 Contractor's status regarding Federal Debarment has been verified per Metro  
 Procurement Policy Section VII – Federally Funded Contracts & Agreements

Purchasing: Approval of Sole Source Designation

Date: 10/31/13

Risk Management: Certifies Insurance requirements satisfied.

Date: 12/15/13

County Attorney:

Date: 11/4/13

The County Attorney has written the attached Professional Service Contract or Sole Source Contract and has approved that document as to the legality of the instrument itself only and as to its form.



**WRITTEN FINDINGS****EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

\_\_\_\_\_ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **\*\* Mayors Approval required for emergency purchases exceeding \$10,000.**

\_\_\_\_\_ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

X \_\_\_\_\_ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

\_\_\_\_\_ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

\_\_\_\_\_ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

\_\_\_\_\_ F. The contract is for proprietary items for resale.

\_\_\_\_\_ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

\_\_\_\_\_ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

\_\_\_\_\_ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

\_\_\_\_\_ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

\_\_\_\_\_ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

\_\_\_\_\_ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

Craig Butcher 10/22/13  
Requesting Department Director Date

Craig A. Brown 10/31/13  
OMB/Purchasing Approval Date

\_\_\_\_\_  
\*\*Mayor Date

\*\*Signature is required only for Written Finding A