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 EMERGENCY MEDICAL SERVICES, herein referred to as "METRO GOVERNMENT", and PRIORITY SOLUTIONS, INC., with offices located at 110 South Regent Street, Suite 500, Salt Lake City, Utah 84111, herein referred to as "CONTRACTOR",

WITNESSETH:

WHEREAS, the Metro Government purchased proprietary PSiam software , for purposes of this Agreement a reference to PSiam includes a reference to LowCode. developed by Contractor; and



WHEREAS, the Metro Government wishes to renew its licenses allowing it to use same; and

WHEREAS, the Metro Government would also like to purchase services concerning the migration of historical data from a Metro system to one developed by Contractor:

WHEREAS, the Contractor has been determined by the Metro Government to be a sole source to provide these services.

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. The Contractor's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.
- B. 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 understanding of both parties.

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

A renewal of the licenses previously purchased by the Metro Government for use of the Contractor's PSiam system and services concerning the migration of historical data from a Metro system to one developed by Contractor as described on Attachment A attached hereto and fully incorporated herein.

II. FEES AND COMPENSATION

- A. The Metro Government shall pay Contractor for services rendered pursuant to and as described in Attachment A. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed FIFTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$52,500.00).
 - B. Payment shall be made as agreed to between the parties.
- C. The Metro Government shall not reimburse out of pocket expenses under this Agreement.

III. DURATION

- A. This Agreement shall begin August 1, 2014 and shall continue through and including July 31, 2015.
- **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.

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

Contractor shall comply with the insurance requirements attached hereto and fully incorporated herein as Attachment B.

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Contractor agrees to indemnify and hold the Louisville/Jefferson County Metro Government harmless including its elected officials, officers, agents and employees, from and against all claims, liabilities, or damages caused by a defect or malfunction in the functionality of the licensed software to the extent the defect or malfunction is caused by the licensed software. The Metro Government understands the foregoing excludes any

and all claims, liabilities or damages related to its use or reliance upon the protocols ECNS contained within the licensed software (i.e. MPDS). In addition, in the event a defect or malfunction occurs in the licensed software, the Metro Government acknowledges that it ECNS has been provided with manual cardsets, which contain the MPDS protocols and should





VII. REPORTING OF INCOME

be used as backup in the event of a defect or malfunction.

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.

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. In the event of a conflict between the terms of this Agreement and the terms in any of the Attachments, this Agreement shall govern.

XII. SUCCESSORS

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

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

AND SERVICE OF COLUMN CONTRACTOR OF THE PERSON OF THE PERS	,
APPROVED AS TO FORM AND LEGALITY:	LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
	MarianSalMon
MICHAEL J. O'CONNELL JEFFERSON COUNTY ATTORNEY	MARIAN SALMON, DIRECTOR, PURCHASING DEPARTMENT
Date:	Date: 3 19 14
	EMERGENCY MEDICAL SERVICES
	All sell (S)
	DR. NEAL RICHMOND, M.D. CEO/MEDICAL DIRECTOR
	Date: 8 91
	PRIORITY SOLUTIONS, INC.
	By: SWA FT
	Title: Brent E. Hawkins, General Counsel
	Date: <u>(MANAY II) ADLY</u> Taxparar Identification No.
	(TIN);
	Louisville/Jefferson County Revenue Commission Account

EMS - Contract (Sole Source) with Priority Solutions Inc for Suffware Licenses and Data Migration Fiscal Year 2014-2015 072914 - [pr]

04212014 mr

Figure Solutions

Ambulance Dispatch Management - ProQA*Omega/LowCode* Client Name: LMEMS

050 336

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System Administration Training		,,,,,,,,,	per day	0		
Technical Support, Install and Configuration: LowCode			per day	0		
Technical Setup, Installation, Configuration & Training: Directory of Services		400		ణ		
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Implementation, QA and Test Review			per day	O		
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*Recurring Annual Cost (Year 2+)					en.	52,500.00
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p/bv. Per Station/Per Year.

"Costs will be charged to an agreed maximum, before any additional work is undertaken.
"Calculated using US Dollars.
"ProQA" Omega, LowCode" and EndPoints are annual re-occurring costs.
Agency Computer Aided Dispatch type:

Other Services	Rate (per day)
Physician training and additional Clinical development and support	\$ 887
Organg it development and support	8,0007
External Education Support (Hospitals, Community Services, etc)	2,000,00
Additional Nurse education, QA support	3,000,000
ECNS Q Course (2 Days) per student	\$ 550.00

INSURANCE REQUIREMENTS

ATTACHMENT B

1. 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 Louisville/Jefferson County Metro Government (Metro) and approved by the Metro'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. 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:
 - "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 the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):
 - 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, as well as 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. PROFESSIONAL LIABILITY (Errors and Omissions Liability) insurance policy, which includes a minimum limit of liability of \$1,000,000 for each Wrongful Act an a \$2,000,000 aggregate. In the event that the Contractor's policy is written on a "Claims Made" Form, the Contractor 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 Contractor has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

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 Metro 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
EMS Business Office
Offices of Management and Budget
611 West Jefferson Street – 3rd Floor
Louisville, KY 40202

AND

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 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.

CONTRACT DATA SHEET

PSC Type (check one): x New Addendum Sole Source: x Yes No		
Contractor Information		
Legal Name of Contractor: Priority Solutions, Inc.		
2 Address: 110 Regent Street, Suite 500		
3 City State & Zin: Salt Lake City, Utah 84111		
Mark Rator 801-363-910-1725		
4. Contact Person Name & Telephone Number: MARK Rector & Priority Disparation Priority Dispar		
6. Revenue Commission Taxpayer ID#:		
7. Federal Tax ID # (SSN if sole proprietor):		
7. Federal Tax ID # (SSIV II sole proprietor).		
Department Information		
8. Requesting Department: Louisville Metro EMS		
9. Contact Person Name & Telephone: Monica Harmon 502-574-3809		
Contract Information		
10. Not to exceed amount: \$52,500.00		
11. Are expenses reimbursed? No		
12. If yes list allowable expenses and maximum amount reimbursable:		
13. Beginning and ending date of the contract:		
14. Coding: 1101 _ 362 _ 2255 _ 225501 _ 521301		
15. Funding Source General Fund Federal Funds yes no		
16. Scope & Purpose of the contract:		
To extract customers' own data from legacy database known as TRAX and interleaf the data into LMEMS HMS Endpoints system and add to the "Return to 911" process in Endpoints the ability to enter a reason for the return.		
Attach all justification documentation to this form, along with signed Written Findings Form.		
Department Director: Department certifies: Date: 7/14/19		
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: 12414		
Risk Management: Certifies Insurance requirements satisfied. Date:		
County Attorney: Date:		
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).
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 stockpilling 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.
Requesting Department Director Date **Mayor Date **Signature is required only for Written Finding A
Marie 3/24/14
OMB/Purchasing Approval Date

RESOLUTION NO	, SERIES 2014
A RESOLUTION PURSUANT TO BUDGET ORDINANCES, APPROVED FUND THE FOLLOWING NOI RENEWAL SOLE SOURCE CONTINC \$52,500.00).	VING THE APPROPRIATION TO NCOMPETITIVELY NEGOTIATED
Sponsored By:	
BE IT RESOLVED BY THE LOUISVILLE/JEFFERSON COUNTY MET FOLLOWS:	
SECTION I: The following appropriation for	the listed contract is hereby approved:
EMERGENCY MEDICAL SERVICES	
\$52,500.00 for a noncompetitively negotiated	d renewal Sole Source Contract with Priority
Solutions, Inc. for PSiam system licenses	and data migration from August 1, 2014
through July 31, 2015.	
SECTION II: This Resolution shall take effective	ct 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	Y :
Michael J. O'Connell Jefferson County Attorney	
BY: Lello P. O. Siio	

EMS - Contract (Sole Source) with Priority Solutions Inc for Software Licenses and Data Migration Fiscal Year 2014-2015 Resolution Only 072914 [pr]