

## 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 PROQUEST LLC with offices located at 789 East Eisenhower Parkway, Ann Arbor, Michigan 48106, herein referred to as "CONTRACTOR",

### WITNESSETH:

WHEREAS, the Metro Government wishes to purchase books, audio books, databases and other library materials for use by Library patrons; 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 WORK

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

B. Contractor shall supply, upon an order from the Metro Government:

1. Books, audio books, databases and other library materials as described by the Metro Government in its orders for same and 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 and goods supplied as agreed to in writing between the parties and as described on Attachment A. Aside from Attachment A, the Library has attempted to define a pricing structure for this Agreement, but has found it cannot do so since the market for the goods to be purchased fluctuates and cannot therefore be committed to writing for the term of this Agreement. The Library and Contractor shall therefore agree in writing to pricing and any other terms for

each transaction they execute. Total compensation payable to Contractor under this Agreement shall not exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**.

B. Payment shall be made pursuant to Attachment A and also pursuant to Contractor's detailed invoice, itemized by the specifications of each item purchased and any other terms related to the transaction.

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

### III. DURATION

A. This Agreement shall begin July 1, 2017 and shall continue through and including June 30, 2018.

B. ProQuest's services are offered on a pre-paid annual subscription basis. Therefore, any early termination of this Agreement for Customer's convenience or as a result of non-appropriation of funds shall not obligate ProQuest to refund any pre-paid fees. This Agreement may be terminated by any party, with 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 goods and services delivered up to and including date of termination shall be made by the Metro Government.

### 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 invoices which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time and with notice to contractor, 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 Agreements, invoices, payments made to contractor, and other records of the Services provided to Metro Government as may be maintained in the course of business.

**V. INDEMNITY AND LIMITATION OF LIABILITY**

A. ProQuest shall indemnify and hold Customer harmless from liability for all costs or damages incurred by Customer in any action or threatened action for infringement of an intellectual property right of a third party, relating to or caused by the Service in the form in which it is furnished hereunder, provided that Customer gives ProQuest notice of any suit or threatened suit for infringement brought within twenty (20) days of the day of service of the complaint upon Customer or from the receipt by Customer of notice of a threatened suit and further provided that ProQuest shall control the defense of any such suit. ProQuest shall not be liable hereunder if: (i) any infringement or violation claim is based solely upon the use of the Service in combination with programs, equipment or devices not of ProQuest origin, design or selection; or (ii) any infringement or violation claim arises out of use of the Service in a manner contrary to the rights granted in this Agreement, including use contrary to the Copyright Act of 1976, Title 17 U.S.C. or other intellectual property law.

B. THE MAXIMUM LIABILITY OF PROQUEST AND ITS LICENSORS ARISING OUT OF ANY CLAIM RELATED TO THE SERVICE OR THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY PROQUEST FROM CUSTOMER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL PROQUEST OR ITS LICENSORS BE LIABLE TO CUSTOMER OR ITS AUTHORIZED USERS FOR: (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES; OR (ii) ANY CLAIM RELATED TO CUSTOMER'S OR ITS AUTHORIZED USERS' USE OF

COVER IMAGES OR USER-GENERATED CONTENT PROVIDED AS PART OF THE SERVICE; OR (iii) UNAUTHORIZED USE OF THE SERVICE.

**VI. INSURANCE**

A. 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 Metro Government and approved by the 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 Metro Government. Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro Government's option, actual copies of policies.

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):

1. COMMERCIAL GENERAL LIABILITY: via the Occurrence Form, primary and non-contributory, 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 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. 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.

**C. 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 Government's Risk Management Division.

**D. MISCELLANEOUS**

1. The Contractor shall procure and maintain insurance policies and shall furnish 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 Government upon the request of Metro Government.

2. Upon execution of the contract, Certificates of Insurance as required above shall be furnished by Metro Government to:

Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Louisville Fire Department  
611 West Jefferson Street, 3rd Floor  
Louisville, Kentucky 40202

3. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished upon request by Metro Government to:

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

4. CANCELLATION OR MATERIAL CHANGE OF COVERAGE:  
Contractor shall notify Metro Government'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 Government's Risk Management Division within two business days. If Contractor fails to notify Metro Government as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro Government 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 Government's Risk Management Division.

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

#### **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.

#### XI. ENTIRE AGREEMENT

This Agreement, with ProQuest's Terms and Conditions including its Exhibit A and any applicable Order Form referencing these Terms and Conditions and any Exhibits or Addenda attached hereto or referencing the Agreement, including Exhibit A (Permitted Uses), 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 Attachment A and any other document referred to herein, 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.

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

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

  
MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY

  
JOE NEAVEILL, DIRECTOR, PURCHASING DEPARTMENT

Date: 9/28/17

Date: 10/2/17

LOUISVILLE FREE PUBLIC LIBRARY

  
JAMES BLANTON, DIRECTOR

Date: 10/16/17

PROQUEST, LLC

By: Kari Bach

Title: Manager, Customer Support

Date: 10/10/2017

Taxpayer Identification Number (TIN): 

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

ATTACHMENT A



3/22/2017  
Lisa Dekker  
Louisville Free Public Library  
Collection Services 301 York St Louisville KY United States 40203-2205

Q-00194015

We are pleased to provide you with the following proposal:

Product:	Access:	Price:
HNP Louisville Courier Journal 1923-2000 Perpetual	PAL Fee	25,000.00 USD
HNP Louisville Courier Journal 1923-2000 CSF	12-Month CSF Fee	0.00 USD
<i>Pricing is valid until 6/13/2017.</i>		<b>Total: 25,000.00</b> USD

**Product Notes:**

**Additional Information:**  
3 Year Payment Plan available.  
Year 1: 50% \$12,500  
Year 2: \$6,250  
Year 3: \$6,250  
Total: \$25,000

**Billing Information:**  
Louisville Free Public Library  
Collection Services 301 York St Louisville KY United States 40203-2205  
Please review your billing information to ensure its accuracy.  
If your institution requires the use of Purchase Orders, please indicate below to prevent delay in order processing.  
Purchase Order #

I greatly appreciate your consideration. If you have any questions or concerns, my contact information is as follows:

Pam Shalay Account Manager Sr  
(734) 997-4086 | pam.shalay@proquest.com



## Renewal Details

System ID: Q-00179066 US10027381

Hello,

Thank you for being a loyal ProQuest Customer. It is that time of the year again as your subscription is due for renewal. Please review the items below and let me know if you have any questions or concerns.

Product Name	Code	Start Date	End Date	Price
HNP New York Times Graphical	HNNTYG	7/1/2017	6/30/2018	0.00 USD
HNP Louisville Courier Journal Graphical Edition	HNLCJG	7/1/2017	6/30/2018	0.00 USD
HNP Louisville Courier Journal Continuing Service Fee	S1HNLCI	7/1/2017	6/30/2018	2,600.00 USD
HNP Nashville Tennessean Continuing Service Fee	S1HNNTEN	7/1/2017	6/30/2018	0.00 USD
HNP Cincinnati Enquirer Continuing Service Fee	S1HNCE	7/1/2017	6/30/2018	0.00 USD
HNP Cincinnati Enquirer Graphical Edition	HNCEG	7/1/2017	6/30/2018	0.00 USD
HNP New York Times with Index Continuing Svc Fee	S1HNNTWI	7/1/2017	6/30/2018	2,600.00 USD
<b>Total Price:</b>				<b>5,200.00 USD</b>

Billing Information:	Shipping Information:
Please review your billing address to ensure its accuracy.	Please confirm the shipping address is accurate.
Lisa Dekker lisa.dekker@lfpl.org Louisville Free Public Library Library Collection Services 301 York St Louisville KY United States 40203-2205	Lisa Dekker lisa.dekker@lfpl.org Louisville Free Public Library Library Collection Services 301 York St Louisville KY United States 40203-2205
<b>Electronic Invoice Recipient(s):</b> Lisa Dekker lisa.dekker@lfpl.org	<b>Electronic Renewal Recipient(s):</b> Lisa Dekker lisa.dekker@lfpl.org
If your subscribing institution requires the use of Purchase Orders, please indicate below. Purchase Order #	Tax Exempt #

Renewals Notes:
Check here <input type="checkbox"/> to sign up for our AUTO-RENEWAL program. Your subscription to the service will automatically renew for successive 12 month periods at the rate set forth in the renewal invoice sent to Customer, unless Customer sends a written cancellation notice to ProQuest within 30 days of Customer's Receipt of the renewal invoice, with such cancellation to be

5/19/2017 5:46 PM



## Renewal Details

System ID: Q-00181469 US1744480

Hello,

Thank you for being a loyal ProQuest Customer. It is that time of the year again as your subscription is due for renewal. Please review the items below and let me know if you have any questions or concerns.

Product Name	Code	Start Date	End Date	Price
The Wall Street Journal	WSJPQD	7/1/2017	6/30/2018	10,200.00 USD
New York Times	PDNYOF	7/1/2017	6/30/2018	8,100.00 USD
Louisville Courier Journal (Gannett)	LOUISVILLECOUR	7/1/2017	6/30/2018	11,300.00 USD
<b>Total Price:</b>				<b>29,600.00 USD</b>

<b>Billing Information:</b> Please review your billing address to ensure its accuracy.	<b>Shipping Information:</b> Please confirm the shipping address is accurate.
Lisa Dekker lisa.dekker@lfpl.org Louisville Free Public Library Collection Services 301 York St. Louisville KY United States 40203-2205	Lisa Dekker lisa.dekker@lfpl.org Louisville Free Public Library Collection Services 301 York St. Louisville KY United States 40203-2205
<b>Electronic Invoice Recipient(s):</b> Lisa Dekker lisa.dekker@lfpl.org	<b>Electronic Renewal Recipient(s):</b> Lisa Dekker lisa.dekker@lfpl.org
If your subscribing institution requires the use of Purchase Orders, please indicate below. Purchase Order #	Tax Exempt #

<b>Renewals Notes:</b>
Check here [ ] to sign up for our AUTO-RENEWAL program. Your subscription to the service will automatically renew for successive 12 month periods at the rate set forth in the renewal invoice sent to Customer, unless Customer sends a written cancellation notice to ProQuest within 30 days of Customer's Receipt of the renewal invoice, with such cancellation to be effective as of the end of the current subscription period.

We also offer a variety of renewal options that could help manage and save time for your team, including:

- Multi-year renewals
- Aligning your subscriptions
- Upgrade options for products

Please inquire with me if you would like to know more.

<b>Renewal Method:</b>
5/19/2017 5:36 PM





## Renewal Details

System ID: Q-00183036 US1733988

Hello,

Thank you for being a loyal ProQuest Customer. It is that time of the year again as your subscription is due for renewal. Please review the items below and let me know if you have any questions or concerns.

Product Name	Code	Start Date	End Date	Price
Heritage Quest Online	HQO	7/1/2017	6/30/2018	6,730.00 USD
<b>Total Price:</b>				<b>6,730.00 USD</b>

Billing Information: Please review your billing address to ensure its accuracy.	Shipping Information: Please confirm the shipping address is accurate.
<b>Lisa Dekker</b> lisa.dekker@lfpl.org Louisville Free Public Library Collection Services 301 York St Louisville KY United States 40203-2205	<b>Lisa Dekker</b> lisa.dekker@lfpl.org Louisville Free Public Library Collection Services 301 York St Louisville KY United States 40203-2205
<b>Electronic Invoice Recipient(s):</b> Lisa Dekker lisa.dekker@lfpl.org	<b>Electronic Renewal Recipient(s):</b> Lisa Dekker lisa.dekker@lfpl.org
If your subscribing institution requires the use of Purchase Orders, please indicate below. Purchase Order #	<b>Tax Exempt #</b>

Renewals Notes:
Check here [ ] to sign up for our AUTO-RENEWAL program. Your subscription to the service will automatically renew for successive 12 month periods at the rate set forth in the renewal invoice sent to Customer, unless Customer sends a written cancellation notice to ProQuest within 30 days of Customer's Receipt of the renewal invoice, with such cancellation to be effective as of the end of the current subscription period.

We also offer a variety of renewal options that could help manage and save time for your team, including:

- Multi-year renewals
- Aligning your subscriptions
- Upgrade options for products

Please inquire with me if you would like to know more.

Renewal Method:
For an expedited and convenient way to directly renew this order, please visit the following URL:

5/19/2017 5:43 PM



## Renewal Details

System ID: Q-00181705 US1677608

Hello,

Thank you for being a loyal ProQuest Customer. It is that time of the year again as your subscription is due for renewal. Please review the items below and let me know if you have any questions or concerns.

Product Name	Code	Start Date	End Date	Price
Culturegrams Online	CLTGRMO	7/1/2017	6/30/2018	3,640.00 USD
<b>Total Price:</b>				<b>3,640.00 USD</b>

<b>Billing Information:</b> Please review your billing address to ensure its accuracy.	<b>Shipping Information:</b> Please confirm the shipping address is accurate.
<b>Louisville Free Public Library</b> Collection Services 301 York St Louisville KY United States 40203-2205	<b>Louisville Free Public Library</b> Collection Services 301 York St Louisville KY United States 40203-2205
<u>Electronic Invoice Recipient(s):</u> Lisa Dekker lisa.dekker@lfpl.org	<u>Electronic Renewal Recipient(s):</u> Lisa Dekker lisa.dekker@lfpl.org
<i>If your subscribing institution requires the use of Purchase Orders, please indicate below.</i> Purchase Order #	Tax Exempt #

<b>Renewals Notes:</b>
Check here [ ] to sign up for our AUTO-RENEWAL program. Your subscription to the service will automatically renew for successive 12 month periods at the rate set forth in the renewal invoice sent to Customer, unless Customer sends a written cancellation notice to ProQuest within 30 days of Customer's Receipt of the renewal invoice, with such cancellation to be effective as of the end of the current subscription period.

We also offer a variety of renewal options that could help manage and save time for your team, including:

- ~ Multi-year renewals
- ~ Aligning your subscriptions
- ~ Upgrade options for products

Please Inquire with me if you would like to know more.

<b>Renewal Method:</b>
For an expedited and convenient way to directly renew this order, please visit the following URL: <a href="#">Click here to renew</a>

5/19/2017 5:38 PM



## Renewal Details

System ID: Q-00182578 US1750823

Hello,

Thank you for being a loyal ProQuest Customer. It is that time of the year again as your subscription is due for renewal. Please review the Items below and let me know if you have any questions or concerns.

Product Name	Code	Start Date	End Date	Price
Ancestry Library	ANCLIB	7/1/2017	6/30/2018	12,000.00 USD
<b>Total Price:</b>				<b>12,000.00 USD</b>

<b>Billing Information:</b> Please review your billing address to ensure its accuracy.	<b>Shipping Information:</b> Please confirm the shipping address is accurate.
Lisa Dekker lisa.dekker@ifpl.org Louisville Free Public Library Collection Services 301 York St Louisville KY United States 40203-2205	Lisa Dekker lisa.dekker@ifpl.org Louisville Free Public Library Collection Services 301 York St Louisville KY United States 40203-2205
<b>Electronic Invoice Recipient(s):</b> Lisa Dekker lisa.dekker@ifpl.org	<b>Electronic Renewal Recipient(s):</b> Lisa Dekker lisa.dekker@ifpl.org
If your subscribing institution requires the use of Purchase Orders, please indicate below. <b>Purchase Order #</b>	<b>Tax Exempt #</b>

<b>Renewals Notes:</b>
Check here [ ] to sign up for our AUTO-RENEWAL program. Your subscription to the service will automatically renew for successive 12 month periods at the rate set forth in the renewal invoice sent to Customer, unless Customer sends a written cancellation notice to ProQuest within 30 days of Customer's Receipt of the renewal invoice, with such cancellation to be effective as of the end of the current subscription period.

We also offer a variety of renewal options that could help manage and save time for your team, including:

- Multi-year renewals
- Aligning your subscriptions
- Upgrade options for products

Please inquire with me if you would like to know more.

<b>Renewal Method:</b>
For an expedited and convenient way to directly renew this order, please visit the following URL:

5/19/2017 5:41 PM



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

Department	Louisville Free Public Library	Department Contact	Belinda Catman
Contact Email	belinda.catman@lfpl.org	Contact Phone	502-574-1845

Contract Type: check one	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment		
		Additional Funds	Time Extension	Scope
Professional Service	<input checked="" type="checkbox"/>			
Sole Source (goods/services)	<input checked="" type="checkbox"/>			
Requested Contract Dates (MM/DD/YYYY)	Start 07/01/2017	End 06/30/2018		

**VENDOR INFORMATION**

Vendor Legal Name	ProQuest LP			
DBA				
Point of Contact	Pam Shaloy	Email	pam.shaloy@proquest.com	
Street	789 E Eisenhower Parkway			
Suite/Floor/Apt	PO Box 1346	Phone	800-521-0600 ext. 72535	
City	Ann Arbor	State	MI	Zip Code 48106-1344
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	\$100,000	(including reimbursement expenses, if applicable)			
Fund Source: General Fund	<input checked="" type="checkbox"/>				
Federal Grant		Federal Granting Agency			
Other	<input checked="" type="checkbox"/>	Describe:		Donations	
Account Code String #	1101	730	5922	591270	521114
Payment Rate		per hour		per day	per service
		per month		Other	
Payment Frequency		Monthly		Upon Completion / Delivery	
		Quarterly		Other	Annual



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

**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.

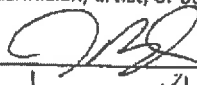
Proquest LLC provides electronic information used by Patrons and staff for reference. Other materials purchased are newspaper databases, current and historical, and microfilm.


**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 electronic materials purchased are only available through Proquest LLC.

**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 5/23/17  
 Signature \_\_\_\_\_  
 Printed Name James Blanton

Purchasing Director  Date 7/14/17  
 Signature \_\_\_\_\_  
 Joel Neavell



22-May-2017

ATTN: Lisa Dekker  
Louisville Free Public Library  
301 York St  
Louisville, KY 40203

Dear Lisa Dekker:

ProQuest LLC, (ProQuest), a part of Cambridge Information Group, is committed to providing global access to one of the largest online content repositories in the world. Throughout ProQuest's evolution we've established our position as the leading provider of microform and electronic information to school, academic, public, and government libraries around the world. Since 1938, we've worked closely with the worldwide publishing community to preserve and provide access to information. Our many long-term, trusted partnerships with publishers have made ProQuest the information company of choice for over 9,000 publishers.

ProQuest aggregates source material from third-party publishers and creates associated abstracts, indexes, transcripts and other proprietary elements for such material to make up our products and services. The databases we provide are derivative works as defined under the Copyright Act of 1976, Title 17 U.S.C. and are subject to separate copyright protection. ProQuest is the sole holder of the copyright in the ProQuest-created products and services as a collective or derivative.

With respect to third-party databases, ProQuest distributes and hosts certain third-party databases and in some cases provides the associated full-text articles, transcripts and other value added elements to compliment the offering through ProQuest's own proprietary online search engines. Additionally, ProQuest is the proprietary owner of the on-line platforms that form a substantial part of the ProQuest®, Alexander Street™, RefWorks®, and its other on-line information and research services.

As a result, ProQuest is the sole provider for the following unique database collection:

➤ Historical Louisville Courier-Journal 1923-2009	<a href="http://www.proquest.com/products-services/pq-hist-news.html">http://www.proquest.com/products-services/pq-hist-news.html</a>
---	---

If you need additional information, please contact me directly.

Sincerely,

Digitally signed by Thomas Hyatt  
DN: cn=, o= ProQuest, ou=ProQuest, ou=ACCREDITED, ou=LITERACY, ou=LIBRARY, email=thomas.hyatt@proquest.com  
Date: 2017.05.22 11:27:51 -0400

Thomas Hyatt  
ProQuest Customer Support  
Phone: 800-521-0600 x72535  
Fax: 888-241-5612  
Email: [customerservice@proquest.com](mailto:customerservice@proquest.com)  
[thomas.hyatt@proquest.com](mailto:thomas.hyatt@proquest.com)



28-April-2017

ATTN: Lisa Dekker  
Louisville Free Public Library  
301 York St  
Louisville, KY, 40203-2205

Dear Lisa Dekker:

ProQuest LLC, (ProQuest), a part of Cambridge Information Group, is committed to providing global access to one of the largest online content repositories in the world. Throughout ProQuest's evolution we've established our position as the leading provider of microform and electronic information to school, academic, public, and government libraries around the world. Since 1938, we've worked closely with the worldwide publishing community to preserve and provide access to information. Our many long-term, trusted partnerships with publishers have made ProQuest the information company of choice for over 9,000 publishers.

ProQuest aggregates source material from third-party publishers and creates associated abstracts, indexes, transcripts and other proprietary elements for such material to make up our products and services. The databases we provide are derivative works as defined under the Copyright Act of 1976, Title 17 U.S.C. and are subject to separate copyright protection. ProQuest is the sole holder of the copyright in the ProQuest-created products and services as a collective or derivative.

With respect to third-party databases, ProQuest distributes and hosts certain third-party databases and in some cases provides the associated full-text articles, transcripts and other value added elements to compliment the offering through ProQuest's own proprietary online search engines. Additionally, ProQuest is the proprietary owner of the on-line platforms that form a substantial part of the ProQuest®, Alexander Street™, RefWorks®, and its other on-line information and research services.

As a result, ProQuest is the sole provider for the following unique database collection:

Courier Journal in Microfilm 60481	<a href="http://www.proquest.com/products-services/Newspapers-in-Microform.html">http://www.proquest.com/products-services/Newspapers-in-Microform.html</a>
Barrons in Microfilm 60534	<a href="http://www.proquest.com/products-services/Newspapers-in-Microfilm.html">http://www.proquest.com/products-services/Newspapers-in-Microfilm.html</a>
Digital Microfilm	<a href="http://www.proquest.com/products-services/digital-microfilm.html">http://www.proquest.com/products-services/digital-microfilm.html</a>

If you need additional information, please contact me directly.

Sincerely,

Digitally signed by Thomas Hyatt  
DN: c=est, dc=proque, ou=ProQuest, ou=Accounts,  
ou=Users, ou=Mi-Aen Arbor, cn=Thomas Hyatt,  
email=Thomas.Hyatt@proquest.com  
Date: 2017.04.28 14:10:35 -0400'

Thomas Hyatt  
ProQuest Customer Service  
Phone: 800-521-0600 x72535  
Fax: 888-241-5612  
Email: [customerservice@proquest.com](mailto:customerservice@proquest.com)  
[thomas.hyatt@proquest.com](mailto:thomas.hyatt@proquest.com)

License Agreement consists of:  
 ProQuest Customer Order Form  
 Terms and conditions of previously executed Electronic Products and License Agreement  
 Addenda (if applicable)



789 Eisenhower Parkway  
 Ann Arbor, MI 48106-1346  
 800-521-0600

By agreeing to this Electronic Products License Agreement and any Addenda attached hereto with your signature below, you are signing your agreement to ProQuest licensing you the product(s) listed below at the stated price(s) for the given period(s) under these terms and conditions and you certify that you are authorized to enter into this Agreement on behalf of the Subscribing Institution.

<b>Subscribing Institution:</b> Louisville Free Public Library		<b>Authorization by ProQuest LLC (Licensor):</b>	
<b>Authorization by Customer (Licensee):</b>			
<b>Signature:</b> <u><i>Lisa Dekker</i></u>	<b>Signature:</b> <u><i>Kevin Barkume</i></u>		
<b>Name:</b> <u>Lisa Dekker</u>	<b>Name:</b> <u>Kevin Barkume</u>		
<b>Title:</b> <u>Library Content Supervisor</u>	<b>Title:</b> <u>Manager, Customer Support</u>		
<b>Date Signed:</b> <u>5-23-2017</u>	<b>Date Signed:</b> <u>10/9/2017</u>		

**Q-00194015**

Product Name	Code	Start Date	End Date	Price
HNP Louisville Courier Journal 1923-2000 Perpetual	P1HNLCJ2			\$ 25,000.00 USD
HNP Louisville Courier Journal 1923-2000 CSF	S1HNLCJ2	5/1/2017	4/30/2018	\$ 0.00 USD
<b>Total Price:</b>				<b>\$25,000.00 USD</b>

**Product Notes:**

**Additional Information:**

<b>Billing Information:</b> Please review your billing address to ensure its accuracy.	<b>Shipping Information:</b> Please confirm the shipping address is accurate.
Lisa Dekker lisa.dekker@lfpl.org Louisville Free Public Library Collection Services 301 York St Louisville KY United States 40203-2205	Lisa Dekker lisa.dekker@lfpl.org Louisville Free Public Library Collection Services 301 York St Louisville KY United States 40203-2205
<b>Electronic Invoice Recipient(s):</b> Lisa Dekker lisa.dekker@lfpl.org	<b>Electronic Renewal Recipient(s):</b> Lisa Dekker lisa.dekker@lfpl.org



If your subscribing institution requires the use of Purchase Orders, please indicate below. Purchase Order #	Tax Exempt # <div style="background-color: black; width: 100px; height: 15px;"></div>
---	--

Invoices will be emailed to the bill-to-contact and renewals will be emailed to the ship-to-contact. If your institution is unable to accept electronic invoices, please check this box:	To sign up for our auto-renewal program as part of our 'go green' initiative. Your subscription to the service will automatically renew for successive 12 month periods at the rate set forth in the renewal invoice sent to the Customer, unless Customer sends written cancellation notice to ProQuest within 30-days of the Customer's receipt of the renewal invoice, with such cancellation to be effective as of the end of the current subscription period, please check this box:
--	---

Technical Contact: Greg Schwartz	Phone: 502.574-1658	Email: Greg.Schwartz@LFPL.ORG
-------------------------------------	------------------------	----------------------------------

IP Authentication:	Barcode Scheme:	Alternative Authentication:	LIBCODE
12.96.67.34-12.96.67	Length: Prefix:		
Authentication Instructions: 68			

Additional Sites:
-------------------

**Account Manager Information:**  
 Pam Shaloy  
 (734) 997-4086 | pam.shaloy@proquest.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/15/2016

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 have ADDITIONAL INSURED provisions or 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> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT</b> NAME: PHONE No, Extl: FAX No: E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> PROQUEST LLC 1364150 789 E. EISENHOWER PARKWAY ANN ARBOR MI 48106	<b>INSURER A:</b> Zurich American Insurance Company 16535	
	<b>INSURER B:</b> American Guarantee and Liab Ins Co 26247	
	<b>INSURER C:</b> American Zurich Insurance Company 40142	
	<b>INSURER D:</b> Indian Harbor Insurance Company 36940	
	<b>INSURER E:</b> Fireman's Fund Insurance Company 21873	
	<b>INSURER F:</b>	

COVERAGES CAMINO1 CERTIFICATE NUMBER: 11151418 REVISION NUMBER: XXXXXXX

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.

TYPE	TYPE OF INSURANCE	ADDL. INSD.	EXCL. LTD.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	GLA5946351-08	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per 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
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	GLA5946351-08	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	SUC-000-2457-5862	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5946352-08	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$1. EACH ACCIDENT \$ 1,000,000 \$1. DISEASE - EA EMPLOYEE \$ 1,000,000 \$1. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY <input type="checkbox"/> PROPERTY	N	N	MTP 0039871-04 ERP0083779-02	1/1/2017 1/1/2017	1/1/2018 1/1/2018	\$5,000,000 EACH CLAIM \$5,000,000 AGGREGATE SPECIAL FORM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Recurring Schedule, may be attached if more space is required)  
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER. APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

### CERTIFICATE HOLDER

### CANCELLATION

11151418  
EVIDENCE OF INSURANCE  
TX

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