

**AMENDMENT TO 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 FIRE**, herein referred to as “**METRO GOVERNMENT**”, and **XEROX GOVERNMENT SYSTEMS, LLC d/b/a FIREHOUSE SOFTWARE** with offices located at 3345 106th Circle, Urbandale, Iowa 50322, herein referred to as “**CONTRACTOR**”,

WITNESSETH:

WHEREAS, the Metro Government and Contractor executed a Sole Source Contract for the purchase and use of fire department management and reporting software; and

WHEREAS, the Metro Government would like to continue licensure and support of this software;

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

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

- A.** The services of Contractor shall include but not be limited to the following:
- 1.** The licensure and maintenance of software and support described in Attachments A, B and C attached hereto and fully incorporated herein. The parties agree that, in the event of a conflict between the terms of the Attachments and this Agreement, this Agreement shall govern.

C. The work product or deliverables of Contractor shall include but not be limited to the following:

1. Those described in the Attachments.

II. FEES AND COMPENSATION

A. Contractor shall be reimbursed for products and services rendered according to the terms of this Agreement as described on Attachment A. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed **FORTY FIVE THOUSAND DOLLARS (\$45,000.00)**.

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

III. DURATION

A. This Agreement shall begin March 1, 2013 and shall continue through and including February 28, 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.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Contractor to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its

performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. 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.

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.

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.

XII. OCCUPATIONAL HEALTH AND SAFETY

Contractor agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. Contractor also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Contractor performs work under this Agreement. Contractor agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

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:

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

Craig A Bowen

MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

CRAIG BOWEN, DIRECTOR, PURCHASING DEPARTMENT

Date: _____

Date: 2/11/2014

DEPARTMENT OF FIRE

Gregory W. Frederick

GREG FREDERICK
CHIEF

Date: 1/15/14

XEROX GOVERNMENT SYSTEMS, LLC
d/b/a ACS FIREHOUSE SOFTWARE

[Signature]

By: _____ *SARAH KAUSA*

Title: Vice President

Date: 12/31/13

Taxpayer Identification No.
(TIN): [REDACTED]

Louisville/Jefferson County
Revenue Commission Account
No.: _____

ATTACHMENT A



Support Maintenance Contract Agreement

THIS AGREEMENT (hereinafter "Agreement") is made, and entered into this day // by and between Xerox Government Systems, LLC. (herein referred to as "Xerox" or "Vendor") located at 2900 100th Street (Suite 309), Urbandale, Iowa, and Account Name (hereinafter "Customer") located at Account Address Account City, Account State, Zip

WHEREAS, Vendor and Customer have entered into a certain license agreement (the "License Agreement") pursuant to which Vendor agrees to license to Customer a software system known as FIREHOUSE Software (the "System") as specified in the License Agreement; and

WHEREAS, Vendor desires to maintain, and Customer desires to obtain the maintenance of, the System on the terms and conditions hereinafter provided.

NOW, THEREFORE, Vendor and Customer agree as follows:

1. **Maintenance Services:** The maintenance services to be hereunder (the "Maintenance Services") shall consist of: (a) technical or operation assistance provided by Vendor to Customer relating to the System (FIREHOUSE) or enhancements thereto and (b) distribution by Vendor to Customer at no charge of enhancements to the System which may be developed from time to time by Vendor.
2. **Maintenance Fees:** During the term commencing on the Acceptance Date, as defined in the License Agreement, and continuing as long as all software maintenance agreement fees are current, Vendor shall provide the Maintenance Services to Customer for a fee payable annually on each Anniversary Date in advance. At least thirty (30) days prior to each Anniversary Date Vendor shall notify Customer of the yearly maintenance fee to be charged by Vendor for the next succeeding year, whereupon, unless Customer notifies Vendor in writing that this Agreement shall terminate on the Anniversary Date, this Agreement shall be extended and renewed for an additional period of one year at the fee so specified by Vendor.
3. **Additional Services:** At the request of Customer, and with the consent of Vendor, Vendor may also provide technical, operational or other assistance or consulting to Customer in excess of the amount included as the Maintenance Services at Vendor's standard hourly rates then in effect.
4. **Conditions:** The termination of the License Agreement, or of the license granted therein, shall automatically result in the termination of this Agreement. VENDOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OF ANY KIND WHATSOEVER, AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED BY VENDOR AND WAIVED BY CUSTOMER. VENDOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEM-PLARY, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT VENDOR'S MAXIMUM LIABILITY TO CUSTOMER HEREUNDER SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO VENDOR HEREUNDER DURING THE IMMEDIATELY PRECEDING TWELVE MONTHS.
5. **Confidentiality:** Vendor acknowledges that in the course of providing the Maintenance Services or other services provided hereunder, Vendor, or its employees or consultants, may be supplied with or come into possession of information which is proprietary to Customer including information as to customers, methods of doing business or operations. Vendor hereby agrees that it will keep all such information confidential, and will disclose such information to no other person. In addition, Vendor agrees to take such action as may be necessary or appropriate by way of agreement with, and instruction to, its employees so as to maintain the confidentiality of such information of Customer.

Vendor:

Xerox Government Systems, LLC.

Customer:

Account Name

ATTACHMENT B



Software License Agreement

FIREHOUSE Software
 A Xerox Solution
 Xerox Government Systems, LLC.
 2900 100th St., Suite 309
 Urbandale, Iowa 50322

Customer:
ACS Account Number:
FH Serial Number:

FIREHOUSE Software Products:	Number of Concurrent Users:

Carefully read the following terms and conditions before opening the package. Only an Authorized Representative of the purchaser should open the package. Opening this package indicates acceptance of these terms and conditions specified in the License Agreement. Xerox Government Systems, Inc. ("Xerox") and the party who opens this package ("you") hereby agree as follows:

- Licensed Software:** "Licensed Software" means the software component and modules ordered and paid for by you, as listed in Xerox's client database of licensed products, and as evidenced by your customer receipt. Licensed Software includes all documentation relating to our software. It also includes any upgrades, modifications, and customizations (collectively, "Improvements") to our software, should such Improvements be delivered to you at a later time.
- End Users:** "End User(s)" means (i) your employees with a need to access the Licensed Software; and (ii) third party consultants engaged by you who have a need to access the Licensed Software, and who are fulfilling legitimate business functions for you on your behalf.
- Materials:** This package contains program CDs or downloadable software and applicable manual(s) relating to the Licensed Software.
- License Grant:** Xerox hereby grants a revocable, non-exclusive, non-transferable license to use the Licensed Software on a single microcomputer, in the United States of America. The number of End Users authorized to access the Licensed Software concurrently is reflected on your invoice and in this License Agreement. You may increase the maximum number of concurrent End Users by procuring additional licenses from Xerox based upon the then-current license fee schedule. You may not make use of any object code for any component(s) or modules(s) for which you have not expressly obtained a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved. You agree not to (a) rent, lease, sublicense, assign or otherwise transfer the Licensed Software, including any of the materials or your rights hereunder, (b) remove or obscure our proprietary notices, (c) translate, alter, decompile or disassemble any of the materials, (d) copy any of the materials without our prior written consent, (e) use the software for other agencies. You shall have no right to access, copy or otherwise use the source code for software licensed under this license. You are prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the software licensed under this license. You are prohibited from modifying, improving or otherwise enhancing the software licensed under this license.
- Terms:** This license is effective until terminated. You may terminate it at any time by destroying the materials and all copies of any material made from the original materials and notify Xerox immediately. This license terminates automatically upon breach of any of the conditions of this license. Upon termination you agree to destroy all copies of the materials. Use of the materials without a valid license of the materials is unauthorized and may subject you to monetary penalties.
- Confidentiality:** You receive the right to use the Licensed Software and materials as specified herein, but you do not become the owner of the Licensed Software and materials. The Licensed Software and materials are exclusive property of Xerox and are protected by trade secret, copyright, and trademark law. You acknowledge that the materials are Xerox property and contain valuable, confidential, unpublished information developed by Xerox at a great expense. You agree to protect the materials from unauthorized reproduction, distribution, disclosure, or use of publication. You may not transfer any materials or software to anyone or entity without the written consent of Xerox authorized personnel.

7. **U.S. Government Restricted Rights:** The Licensed Software and documentation related thereto were developed at private expense and are provided with "RESTRICTED RIGHTS". Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-14 and DFAR 252.227-7013 et seq. or its successor.
8. **Export Laws:** You may not export the Licensed Software and agree to comply with all laws, regulations, orders or other restrictions of the U.S. Export Administration Regulations.
9. **Warranty:** We warrant the enclosed media and printed materials to be free from material defect in normal use for 90 days from the date of receipt of materials. We do not warrant the error free operation of the Licensed Software contained on the media or that such Licensed Software will meet your requirements. The Licensed Software is licensed "as is". We will however attempt to correct or bypass any actual reproducible and significant error in the software, provided you notify us and describe it in writing within 90 days from the date of receipt of the materials, and we will, within a reasonable time, at our option provide either a corrected copy or work around instructions. This does not cover altered software or require us to customize our software to meet your hardware or operating system requirements. Section 11 specifies your exclusive remedy for any breach by us of this section. No dealer, company, or person is authorized to expand, alter this section or any other provision of this agreement. Any such agreement will not bind Xerox. XEROX MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE ENCLOSED SOFTWARE LICENSED UNDER THIS LICENSE, IN WHOLE OR IN PART. XEROX EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. XEROX EXPRESSLY DOES NOT WARRANT THAT THE LICENSED SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. LICENSEE WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN THIS SECTION OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.
10. **Limitation of Liability:** XEROX'S LIABILITY IN CONNECTION WITH THE LICENSED SOFTWARE UNDER THIS LICENSE, OR ANY OTHER MATTER RELATING TO THIS LICENSE WILL NOT EXCEED THE FEE THAT YOU ACTUALLY PAID TO ACS FOR THE SOFTWARE GIVING RISE TO THE LIABILITY. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL XEROX BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, INDEMNIFICATION, OR OTHERWISE, AND WHETHER OR NOT ACS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOU ACKNOWLEDGE THAT XEROX HAS SET ITS FEES AND ENTERED INTO THIS LICENSE IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS LICENSE, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.
11. **Remedy:** In the event that Xerox breaches this agreement, your sole remedy is to notify us of such breach within the applicable warranty period and we will at our sole option, either cure the breach or refund the license fee paid to us for the materials. In no event will Xerox be responsible for any damage beyond the amount of the license fee or for any indirect, special, incidental, consequential or similar damages or profits to you or any other person, or entity, regardless of the legal basis, even if Xerox has been advised of the possibility of such damages, except to the extent applicable state law specifically prohibits such exclusion.
12. **General (System Only):** This license shall be governed by laws of the State of Iowa. All prior correspondence oral or written including without limitation, all understandings with respect to the Licensed Software or materials relative thereto are hereby superseded. This license constitutes your and our entire agreement and understanding regarding the Licensed Software and materials relative thereto. **General (Evaluation Only):** This evaluation program is provided free of charge to the registered requestor of the evaluation software and is to be used solely as an evaluation copy.
13. **Software Maintenance Agreement:** 90 days free phone support is provided with purchase of FIREHOUSE Software. A separate software maintenance contract is available for an additional charge. This software maintenance contract is not mandatory but highly recommended. The annual maintenance contract includes phone support and program updates. The cost of the software maintenance contract is based on the type and number of modules installed. In the event that the 90 day free support period has expired and no software maintenance contract has been established, a "per call" fee will be billed to you for telephone or other technical support.

Vendor:



Xerox Government Systems, LLC.

Customer:

_____ City of

ATTACHMENT C

ACS FIREHOUSE Software
 2900 100th St Suite 309
 Urbandale, Iowa 50322
Contact: Forrest Nace
 Phone: 800-285-8685
 Fax: 724-283-9086
 E-Mail: forrest.nace@acs-inc.com



Quote: Q2013LouisvilleJeffersonMetroKY0528

<u>Sales Rep</u>	<u>Terms</u>	<u>Quote Date</u>	<u>Valid For</u>
Forrest Nace	Net 15	5/28/2013	60 Days

To:
 Louisville / Jefferson County Metro Government
 Josh Steele
 502-574-3809 / joshua.steele@louisvilleky.gov

<u>Item/Description:</u>	<u>Qty:</u>	<u>Price Per:</u>	<u>Total:</u>
FIREHOUSE Software Annual Maintenance for the CAD Monitor Interface Utility & Stored Procedures Utility from 8/1/13-7/31/14 for:	1	\$17,005.00	\$17,005.00
Anchorage Fire & EMS Ballardsville Fire & Rescue Buechel Fire Protection District Eastwood Fire Protection Fairdale Fire Dept Fern Creek Fire Dept. Harrods Creek Fire Dept High View Fire Dept. Jeffersontown Fire Protection Lake Dreamland Fire Dept.			
Louisville Fire & Rescue Lyndon Fire & Rescue McMahan Fire Department Middletown Fire Protection Okolona Fire Department Pleasure Ridge Park Fire District Shivley Fire Dept. St. Matthews Fire Protection District Worthington Fire Dept.			
		TOTAL:	\$17,005.00

RESOLUTION NO. _____, SERIES 2014

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES APPROVING THE APPROPRIATION TO FUND THE FOLLOWING RENEWAL SOLE SOURCE CONTRACT – (XEROX GOVERNMENT SYSTEMS LLC D/B/A FIREHOUSE SOFTWARE - \$45,000.00).

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:

FIRE

\$45,000.00 for a renewal Sole Source Contract with Xerox Government Systems LLC d/b/a Firehouse Software for Internet-based firehouse management and reporting software from March 1, 2013 through February 28, 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: William P. O'Brien

Fire-Contract (Sole Source) with Xerox Gov'ment Systems LLC dba Firehouse Software FY 2012-2013 Resolution Only 052813 [pr]
G: PSC Res FIRE with Xerox Gov'mt Systems LLC dba Firehouse Software draft 1pr/ROC/acb 12.11.2013
G: PSC Res FIRE with Xerox Gov'mt Systems LLC dba Firehouse Software draft 2pr/ROC/acb 02.13.2014 (Series 2014)

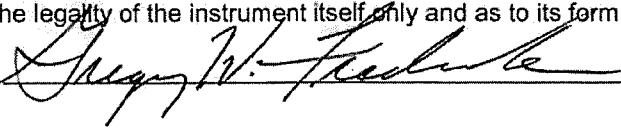
CONTRACT DATA SHEET

PSC Type (check one): New Renewal Addendum

Contractor Information	
1. Legal Name of Contractor:	XEROX GOVERNMENT SYSTEMS, LLC DBA FIREHOUSE SOFTWARE
2. Address:	2900 100 TH ST, SUITE 309
3. City/ State & Zip:	URBANDALE, IA 50322
4. Contact Person Name & Telephone Number:	MELISSA HALL, 1-800-285-8685
5. Revenue Commission Taxpayer ID#:	[REDACTED]
6. If registration is not required please explain:	
7. Is account in good standing: Yes	
8. Federal Tax ID # (SSN if sole proprietor):	[REDACTED]

Department Information	
9. Requesting Department:	FIRE
10. Contact Person Name & Telephone:	GREG DAVIS, 574-3818

Contract Information	
11. Not to exceed amount:	\$45,000
12. Are expenses reimbursed?	NO
13. If yes list allowable expenses and maximum amount reimbursable:	
14. Beginning and ending date of the contract:	3/1/13-2/28/14
15. Coding:	1101-355-2610-261010-522622
16. Funding Source	<u>GENERAL</u> Federal Funds NO
17. Scope & Purpose of the contract:	FIREHOUSE SOFTWARE, LICENSES AND MAINTENANCE OF CURRENT PROGRAMS FOR THE DEPARTMENT.

Authorizations	
<p><u>PVG</u> The County Attorney has written the attached Professional Service Contract and has approved that document as to the legality of the instrument itself only and as to its form.</p>	
Department Director:	 Date: <u>12/4/13</u>
<p>Department certifies:</p> <p><input checked="" type="checkbox"/> Funds are available</p> <p><input checked="" type="checkbox"/> Contractor is registered and in good standing with the Revenue Commission</p> <p><input checked="" type="checkbox"/> Human Relations Commission registration requirements have been met</p> <p><input checked="" type="checkbox"/> Contractor's status regarding Federal Debarment has been verified per Metro Procurement Policy Section VII – Federally Funded Contracts & Agreements</p>	
<p><u>ESM</u></p>	<p>Risk Management Division of Finance - Certifies Insurance requirements satisfied:</p>

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.


Requesting Department Director Date 12/4/13

****Mayor** Date
****Signature is required only for Written Finding A**


OMB/Purchasing Approval Date 12/4/13

Memo

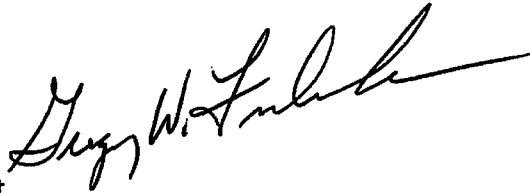
Louisville Fire Department

To: Craig Bowen, Director
Purchasing Department

From: Gregory W. Frederick, Colonel
Chief, Louisville Fire Department

Date: 12/4/2013

Re: Xerox Govt Systems, LLC PSC



The Louisville Fire Department requested a sole source PSC be authorized for ACS Firehouse Solutions in February of 2013. The request was authorized and during the execution of the contract, Xerox Govt Systems acquired ACS Firehouse Solutions.

The Fire Department would like to have the same authorization for a Sole Source PSC with Xerox Govt Systems instead of ACS Firehouse Solutions. A copy of the original approval documentation is attached for your information.

If you need more information please contact me. Thanks for your assistance