



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

Department	Library	Department Contact	Belinda Catman
Contact Email	belinda.catman@lfpl.rog	Contact Phone	502-574-1845

Contract Type: check one	New	Amendment		
		Additional Funds	Time Extension	Scope
Professional Service				
Sole Source (goods/services)	✓			
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	07/01/2018	06/30/2019		

VENDOR INFORMATION

Vendor Legal Name	Bridgeall Libraries Limited			
DBA	Collection HQ			
Point of Contact	Amanda DaSilva	Email	amanda.dasilva@collectionhq.com	
Street	%Baker and Taylor 2550 West Tyvola Road			
Suite/Floor/Apt	300	Phone	704-998-3100	
City	Charlotte	State	NC	Zip Code 28217
Federal Tax ID#		SSN# (If sole proprietor)		
Louisville Revenue Commission Account #				
Human Relations Commission Certified Vendors	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business	
Select if applicable				

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$75,000	(including reimbursement expenses, if applicable)		
Fund Source: General Fund	✓			
Federal Grant		Federal Granting Agency		
Other		Describe:		
Account Code String #	1101	730	5922	591270 521114
Payment Rate	per hour		per day	per service
	per month		Other	varies
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.

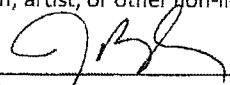
Bridgeall provides Collection HQ which works with our Integrated Library System. This software enables evidence based selections and decisions when managing the collection of LFPL. This analysis assists staff in allocating resources throughout the system to maximize circulation. This resource also provides recommendations for selection and ordering of new material.

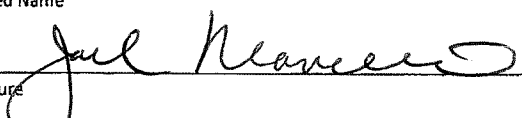
JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE (Attach additional documentation if necessary)

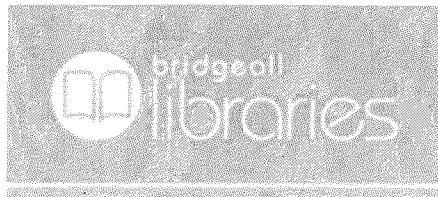
Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

Bridgeall is the only company that provides this specific system. LFPL has been using this system for the last two years; as the system stores more data the staff are able to generate more reports that allows evidence based decisions on all areas of the collection. LFPL does not have the staff or expertise to develop this type of software.

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 4/15/18
Signature
Printed Name Jim Blanton

Purchasing Director  Date 4/13/18
Signature
Joel Neaveill



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

March 10th 2016

Ref: SOLE SOURCE

Dear Debbe,

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

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

Yours sincerely,

A handwritten signature in black ink, appearing to read "Ian Downie". The signature is written in a cursive style with a large initial "I" and a long horizontal stroke extending to the right.

Ian Downie

Director, International Business Development

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 BRIDGEALL LIBRARIES LIMITED with offices located at 2550 West Tyvola Road, Charlotte, North Carolina 28217 herein referred to as "CONTRACTOR",

WITNESSETH:

WHEREAS, the Metro Government wishes to purchase licenses for use of Contractor's Collection HQ software which enables evidence-based selections and decisions for management of the Library's collection; and

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

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

I. SCOPE OF SERVICES

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

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

1. Those 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. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed **SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00)**.

B. Payment shall only be made pursuant to a detailed invoice presented annually, which invoice shall indicate a description of the particular nature of such service.

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

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

III. DURATION

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

B. This Agreement may be terminated by submitting ninety (90) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. RECORDS-AUDIT

Contractor shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Contractor's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to

inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Contractor shall include (without limitation): (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

V. INSURANCE REQUIREMENTS

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

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor shall 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 breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Contractor agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Contractor further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

IX. AUTHORITY

The Contractor, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

X. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein;

or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto. In the event of a conflict between the terms of this Agreement and the terms in any Attachment, this Agreement shall govern.

XIII. SUCCESSORS

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

XIV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XV. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

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.

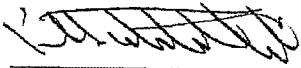
XVII. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

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 61,136, 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 61,136, 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 APPROVAL OF
OF THE APPROPRIATION FOR
THIS CONTRACT BY THE
METRO COUNCIL

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT



MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

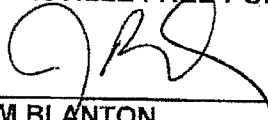
Date: 4/27/18



JOEL NEAVEILL, DIRECTOR, PURCHASING
DEPARTMENT

Date: 6/26/18

LOUISVILLE FREE PUBLIC LIBRARY



JIM BLANTON
DIRECTOR

Date: 6/25/18

BRIDGEALL LIBRARIES LIMITED

By: [Handwritten Signature]

Title: Vice President - General Manager

Date: 6/22/18

Taxpayer Identification No.
(TIN): 94-2553274

Louisville/Jefferson County
Revenue Commission Account
No.: 209006

ATTACHMENT A



26 April 2018

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

Ref: SOLE SOURCE

Dear Lisa,

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

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

Yours sincerely,

Ian Downie
Director, International Business Development

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

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

Bridgeall Libraries Ltd t/a collectionHQ, registered in
Scotland no. 292736. Registered office: as above.

www.collectionhq.com





26 April 2018

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

Ref: SOLE SOURCE

Dear Lisa,

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

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

Yours sincerely,

Ian Downie
Director, International Business Development

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

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

Bridgeall Libraries Ltd t/a collectionHQ, registered in
Scotland no. 297736. Registered office: as above

www.collectionhq.com

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

March 6, 2018

Dear Lisa,

Continuation of your subscription to the ESP Service

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

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

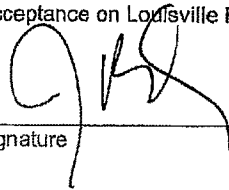
Subscription Fee:	List price USD\$13,000 per annum
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Yours faithfully,

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

Acceptance on Louisville Free Library behalf

Signature



Date

6/25/18



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

March 6, 2018

Dear Lisa,

Extension to your subscription to the collectionHQ Service

We, Bridgeall Libraries Limited, a company registered under the Companies Acts (company number SC297736) and having our registered office and place of business at 1 Ainslie Road, Hillington Park Glasgow, G52 4RU, have pleasure in offering to provide you, the addressee named above, with the under noted Service subject to the terms and conditions for your initial subscription (available upon request). Please note change to 10.2 clause we no longer offer a free implementation if you change your library management system, this will be charged at 50% of your set up fee list price.

Service:	Provision, over a web interface, of a subscription based, hosted software application called collectionHQ, using data supplied to us by you in accordance with the service description, details of which are contained in the "Service Description" document which is available upon request.
Subscription Period:	3 Years commencing 3/23/16 through 3/23/19

The costs associated with the provision of the above Service are as follows:

Subscription Fee:	List price USD\$32,233 per annum discounted for 3 year subscription to \$29,000. Baker & Taylor credit to apply: Yr 1 = 50% of subscription price Yr 2 = 25% of subscription price Yr 3 = 10% of subscription price
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Designated Libraries:	18
Permitted Users:	36 concurrent users
Minimum Hardware and Software Requirements:	<ul style="list-style-type: none"> A supported Internet browser (see www.collectionhq.com for a list of supported browsers) A connection from your internal network to the Internet with a minimum nominal speed of 8Mbps Outbound FTP Access
Website:	Our website located at www.collectionhq.com (or such other domain name as we may from time to time specify) from which the Service is to be provided.
Designated Contact(s):	Lisa Dekker


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

Yours faithfully,



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

Acceptance on Louisville Free Public Library behalf



Signature

6/25/18

Date

ATTACHMENT B

I. INSURANCE REQUIREMENTS

Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government (Metro). Metro may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

A. **The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:**

1. **"The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."**

B. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (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, with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
2. **PROFESSIONAL LIABILITY (Errors and Omissions Liability) insurance** policy, which includes a **minimum** limit of liability of **\$1,000,000** for each occurrence, and \$5,000,000 annual aggregate. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of

not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

3. **WORKERS' COMPENSATION (IF APPLICABLE)** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

II. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division.

III. MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which Louisville/Jefferson County Metro Government shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro at least 15 days prior to the expiration of any policy(s).
- B. **Upon execution of the contract and renewal of insurance coverage(s), Certificates of Insurance as required above shall be furnished to:**

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

- C. **CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro's Risk Management Division of any policy cancellation within two business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro's Risk Management Division within two business days. If Contractor fails to notify Metro as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.**
- D. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.