

SECOND AMENDMENT TO AGREEMENT

This Second Amendment of the Agreement, entered into this ____ day of _____, 20____, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "the City") and Innovative Interfaces, Inc., a California corporation whose address is 1900 Powell St. Ste. 400 Emeryville, CA 94608, (hereinafter "Provider"), is made with reference to the following:

RECITALS:

A. On June 22, 2016, an agreement was entered into by and between the City and Provider (hereinafter "Agreement") in an amount not to exceed \$400,000 for five years of service using the Polaris Integrated Library System software.

B. On June 1, 2020 the original agreement was amended by and between the City and Provider (hereinafter "First Amendment") with additional compensation not to exceed \$122,618 for services rendered during the added contractual term until the 21st day of June 2023, and with a total aggregate compensation not to exceed \$522,618

C. Whereas, the City Council authorized the City Manager to execute this amendment on _____.

D. The City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

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

1. Paragraph 1, TERM, of the Agreement is modified to read as follows:

The term of this Agreement shall commence on the June 22, 2016 and shall terminate on the 21st day of June 2028, unless terminated earlier as set forth herein.

2. Paragraph 2, SERVICES TO BE PERFORMED, is modified to read as follows:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit C.

Provider shall provide the Software in Exhibit C pursuant to the terms in Exhibit C.

3. Paragraph 3, COMPENSATION TO PROVIDER, is modified to read as follows:

a. By the first day of June each year, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit C and incorporated herein by this reference.

Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Section 3.

b. Provider shall be compensated for the services performed in accordance with the original contract and the First Amendment consistent with the terms of those agreements. Additionally, Provider shall be compensated for the Second Amendment, covering services performed during the period between June 22, 2023 and June 21, 2028. Compensation for services performed pursuant to the Second Amendment shall not exceed \$358,350.17. Total Compensation for this Agreement shall not exceed \$880,968.17.

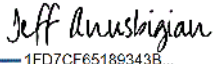
4. Paragraph 10, INSURANCE, section a. is modified to the following:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the Provider shall provide ten (10) day’s advance written notice to the City of Alameda. Attention: Risk Manager.”

Signatures on following page

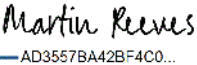
IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

Innovative Interfaces, Inc.

By: 
 DocuSigned by:
1FD7CF65189343B...
 Jeff Anusbigian
VP Sales Operations

CITY OF ALAMEDA
A Municipal Corporation

By: _____
Jennifer Ott
City Manager

By: 
 DocuSigned by:
AD3557BA42BF4C0...
 Martin Reeves
Secretary

RECOMMENDED FOR APPROVAL:

By: 
 DocuSigned by:
0DCFD9B88FEC464...
 Jane Chisaki
Library Director

APPROVED AS TO FORM:
City Attorney

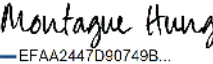
By: 
 DocuSigned by:
EFAA2447D90749B...
 Montague Hung
Assistant City Attorney

Exhibit C

ORDER FORM

Order Form Date: April 4, 2023

Innovative Interfaces Incorporated ("Clarivate")
3133 W Frye Rd, Suite 400
Chandler, AZ 85226
United States

Your use of the products and services set forth below are governed by the Clarivate Terms here: <https://clarivate.com/terms-of-business> (the "Terms") which are incorporated by reference into this order form.

CLIENT DETAILS

Contracting Entity Alameda Free Library
("Client"):

Client Address: 1550 Oak Street
Alameda, CA 94501

PRODUCTS/SERVICES DETAILS

Product(s) / Service(s)
As described in the attached Pricing Exhibit(s) and/or Statement(s) of Work

PRODUCT / SERVICE TERMS ADDENDA

In addition to the Terms, your use of the below listed products are subject to these additional terms and conditions:

Polaris, Sierra, Millennium, Virtua, or INN-Reach or Subscription and Perpetual Licenses

1. License. Client and, where applicable, its Authorized Users (defined below) may use the Software (including any client configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. The license does not include hosting services, which must be purchased separately.
2. Copies. The license includes the right to use a single production instance and up to two (2) additional copies for non-production use at no additional charge. Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production.
3. New Releases. The license granted to you pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the software offered generally by Clarivate to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Clarivate, each of which require a separate license and payment of additional license fees. Additional fees may be required for implementation of New Releases.
4. Authorized Users. For clarity, your patrons do not fall within the number of Authorized Users on your Order Form.
5. Aggregated Data. In addition to the rights set forth in the Terms, we may use your Content and otherwise collect information related to your use of our product to create and use aggregate, non-identifying and anonymized data ("Collected Data"). Client acknowledges and agrees that it will have no rights in any products or services created or sold by Clarivate or its affiliates that use Collected Data.

6. Early termination. Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the term if Client's budget (funding) is eliminated and Client provides written evidence of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Clarivate.

7. Modules. Your purchase and use of additional modules, tools or other applications from us with the Software are subject to the same terms as the Software.

Vega, Innovative Mobile, Innovative Phone Alerts or Software-as-a-Service

1. License. We will provide you with subscription access via a website to our Integrated Library System solution known as "Vega". Client and, where applicable, its Authorized Users may access and use Vega (including any client configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement.

2. New Releases. The license granted to you pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the software offered generally by Clarivate to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Clarivate, each of which require a separate license and payment of additional license fees. Additional fees may be required for implementation of New Releases.

3. Aggregated Data. In addition to the rights set forth in the Terms, we may use your Content and otherwise collect information related to your use of our product to create and use aggregate, non-identifying and anonymized data ("Collected Data"). Client acknowledges and agrees that it will have no rights in any products or services created or sold by Clarivate or its affiliates that use Collected Data.

4. Authorized Users. Patrons fall within the number of Authorized Users on your Order Form.

5. Early termination. Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the term if Client's budget (funding) is eliminated and Client provides written evidence of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Clarivate.

OPERATIONAL MATERIALS ADDENDA

Software Support, Service Availability and Maintenance

This document outlines our Software support, maintenance and service availability for the following products (“Covered Products”):

Polaris, Sierra, Millennium, Virtua, or INN-Reach or Subscription and Perpetual Licenses

Support

Requesting support. Support includes issue analysis, support case management, prioritization of issues, tracking and investigation of issues and explanation of error messages. You must provide us with the information we need to resolve your problem. This includes relevant contact information, details about the problem, error messages, user IDs, and any other necessary information. If you have problems using our software, your designated administrators can contact us during normal hours. Your administrator will be provided an internal portal to report issues and review their status.

Response. We will use commercially reasonable efforts to meet the service level objectives stated below. Target response times to confirm receipt and begin troubleshoot and diagnosis of the problem are below. Resolution times cannot be guaranteed, although we undertake every effort to resolve your issues as soon as possible.

Priority	Response	Criteria
Severity 1	1 Business hour	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down
Severity 2	4 Business hours	Any component failure or loss of functionality not covered in Severity 1 that is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation; error messages; backup problems; or issues affecting the use of the module or the data
Severity 3	2 Business Days	An issue (other than a Severity 1 or 2) which (a) has no direct and material impact on business processes, (b) has an impact only on a segment of users, or (c) does not yet disrupt time-critical business processes.
Severity 4	as promptly as is reasonably practical	Non-performance related incidents, including: general questions, requests for information, documentation questions, enhancement requests. These will be logged but no immediate action will be taken. We will generally monitor the situation but will not be obliged to provide any solution.

Escalation Path. If you do not receive a response within the timeframe designated above, please reach out to your Account Manager.

Hosting Services

The following terms apply to the extent you have purchased hosting services from Clarivate for one or more of the Covered Products.

Service availability

We endeavor to ensure 99.9% availability of our software and make commercially reasonable efforts to schedule maintenance and system upgrades during the weekends or outside regular business hours (i.e. after regular end of business Pacific Time and before start of business Eastern Time) with reasonable notice. Availability is calculated by dividing the number of minutes the software was available during the Measured Period by the total sum of the minutes in the Measured Period less any Excluded Downtime.

For the purposes of this calculation, (i) the Measured Period is a calendar year and (ii) the Excluded Downtime includes scheduled downtime for system maintenance and release updates, as well as any service unavailability attributable to your breach, any actions or omissions by you or your users, causes beyond our control, or separate instances of unavailability of less than 5 (five) minutes duration each, provided such instances are not of a persistent nature.

If availability falls below 99.9% in a month for three consecutive months, you will be entitled to a credit equal to the prorated amount of the fees for hosting services for any time during such three-month period in which the software was unavailable (other than Excluded Downtime). This credit will be your exclusive remedy for such unavailability.

Security Controls

We take reasonable and appropriate administrative, technical and physical measures to protect the confidentiality, integrity and availability of your data; however, security and compliance is a shared responsibility between you and Clarivate. Our responsibilities are described below. You should take into consideration any special configurations or third-party applications and your responsibilities depending on any applicable laws and regulations.

The table below sets forth the features of our standard cloud-based hosting option. Premium support may be available for an additional cost.

Feature	Standard
24x7 network monitoring	✓•
Dedicated production environment	✓•
99.9% guaranteed infrastructure uptime	✓•
Dedicated public IP address and custom URL	✓•
Operating system installation and management	✓•
Library software installation and upgrades	✓•
Data backups	Daily
Archive data backup retention	30 days

Network Systems Audit Logging. All firewall logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by Innovative and those pertinent log files and configuration files are retained for ninety (90) days and can be made available upon request for audit and problem resolution, as may be required.

Network Monitoring. All network systems and servers are monitored 24/7/365. We will monitor its systems for security breaches, violations and suspicious (questionable) activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or break-in attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.

Audit and Security Testing. Hosting Providers perform regular security audits and testing. You may not perform own audits of hosting providers.

Information Security Auditing/Compliance. Our hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms. We offer hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, Clarivate reserves the right

to increase, decrease and/or relocate its datacenters at anytime.

Disclaimer

Support services do not include visits to your site, any services for third party equipment or software, problems stemming from a change you made to the software, or consulting services related to client specific configurations or implementation (such as interactions between the software and your hardware, installations at your site, assistance with acceptance testing, client specific templates or reports, etc). We have no obligation to correct any error resulting from a failure by you to implement a third-party software modification or update recommended by us and provided to you at no charge.

We are not responsible for downtime or any other failure to meet the availability requirement if the root cause of the disruption is (i) your breach of the agreement; (ii) your failure to use minimum recommended browser standards for access to and use of the software; or (iii) outside of our control including, but not limited to, failures of hardware or software of upstream service providers or at your location or improper use of the software. Any additional services which you may request and we may agree to perform will be billed on a time and materials basis subject to our current applicable rates.

Changes to Support Policy

This policy may be updated by us from time to time, in our sole discretion.

Software Support, Service Availability and Maintenance

This document outlines our Software support, maintenance and service availability for **Vega, Innovative Mobile, Innovative Phone Alerts or Software-as-a-Service**.

Support

Requesting support. Support includes issue analysis, support case management, prioritization of issues, tracking and investigation of issues and explanation of error messages. You must provide us with the information we need to resolve your problem. This includes relevant contact information, details about the problem, error messages, user IDs, and any other necessary information. If you have problems using our software, your designated administrators can contact us during normal hours. Your administrator will be provided an internal portal to report issues and review their status.

Response. We will use commercially reasonable efforts to meet the service level objectives stated below. Target response times to confirm receipt and begin troubleshoot and diagnosis of the problem are below. Resolution times cannot be guaranteed, although we undertake every effort to resolve your issues as soon as possible.

Priority	Response	Criteria
Severity 1	1 Business hour	A major component of the software is in a non-responsive state and severely affects library productivity or operations. A high impact problem that affects the entire library system. Widespread system availability, production system is down
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Severity 3	2 Business Days	An issue (other than a Severity 1 or 2) which (a) has no direct and material impact on business processes, (b) has an impact only on a segment of users, or (c) does not yet disrupt time-critical business processes.
Severity 4	as promptly as is reasonably practical	Non-performance related incidents, including: general questions, requests for information, documentation questions, enhancement requests. These will be logged but no immediate action will be taken. We will generally monitor the situation but will not be obliged to provide any solution.

Escalation Path. If you do not receive a response within the timeframe designated above, please reach out to your Account Manager.

Hosting Services

Service availability

We endeavor to ensure 99.5% availability of our software and make commercially reasonable efforts to schedule maintenance and system upgrades during the weekends or outside regular business hours (i.e. after regular end of business Pacific Time and before start of business Eastern Time) with reasonable notice. Availability is calculated by dividing the number of minutes the software was available during the Measured Period by the total sum of the minutes in the Measured Period less any Excluded Downtime.

For the purposes of this calculation, (i) the Measured Period is a calendar year and (ii) the Excluded Downtime includes scheduled downtime for system maintenance and release updates, as well as any service unavailability attributable to your breach, any actions or omissions by you or your users, causes beyond our control, or separate instances of unavailability of less than 5 (five) minutes duration each, provided such instances are not of a persistent nature.

If availability falls below 99.5% in a month for three consecutive months, you will be entitled to a credit equal to the prorated amount of the fees for hosting services for any time during such three-month period in which the software was unavailable (other than Excluded Downtime). This credit will be your exclusive remedy for such unavailability.

Security Controls

We take reasonable and appropriate administrative, technical and physical measures to protect the confidentiality, integrity and availability of your data; however, security and compliance is a shared responsibility between you and Clarivate. Our responsibilities, including those managed by Clarivate hosting partners, are described below. You should take into consideration any special configurations or third-party applications and your responsibilities depending on any applicable laws and regulations.

The table below sets forth the features of our standard cloud-based hosting option. Premium support may be available for an additional cost.

Feature	Standard
24x7 network monitoring	✓•
Dedicated production environment	✓•
99.5% guaranteed infrastructure uptime	✓•
Dedicated public IP address and custom URL	✓•
Operating system installation and management	✓•
Library software installation and upgrades	✓•
Data backups	Daily
Archive data backup retention	30 days

Network Systems Audit Logging. All network logon activity and password changes are logged, monitored, controlled and audited. All intrusion detection and firewall log monitoring is done through services provided by the Hosting Provider. The pertinent log files and configuration files related to customer's hosted solution are retained for seven days and can be made available upon request for audit and problem resolution, as may be required.

Encryption. Encryption for data-in-transit is provided as a part of the Standard Plan.

Network Monitoring. All network systems and servers are monitored 24/7/365. We will monitor its systems for security breaches, violations and suspicious activity. This includes suspicious external activity (including, without limitation, unauthorized probes, scans or intrusion attempts) and suspicious internal activity (including, without limitation, unauthorized system administrator access, unauthorized changes to its system or network, system or network misuse or program information theft or mishandling). Innovative will notify Client as soon as reasonably possible of any known security breaches or suspicious activities involving Client's production data or environment, including, without limitation, unauthorized access and service attacks, e.g., denial of service attacks.

Physical Security. The physical infrastructure used to support the product (and other professional services purchased by you from Clarivate, as applicable), including the servers, storage, switches, and firewalls, are provided by the hosting provider. The hosting provider limits access to only authorized personnel, and badge and/or biometric scanning controls access. Security cameras placed in the hosting facilities provide video surveillance.

Audit and Security Testing. Hosting providers perform regular security audits and testing. You may not perform own audits of hosting providers.

Security Assessments. Client may perform vendor due diligence reviews of Innovative's security best practices. Innovative undergoes annual audits by independent firms and will share its security certifications, and audit reports

under Non-Disclosure, as requested by Client.

Information Security Auditing/Compliance. Our hosting providers undergo SOC 1/SOC 2 Type 2/ISO 27001 audits each year by independent third-party audit firms. We also hold the internationally-recognized ISO 27001:2013 standard for its information security management system supporting the hosting solutions. We partner with hosting providers who are designed to satisfy requirements of most security sensitive customers with constant monitoring, high automation, high availability, and highly accredited to global security standards, including: PCI DSS Level 1, ISO 27001, FISMA Moderate, FedRAMP, HIPAA, and SOC 1 (formerly referred to as SAS 70 and/or SSAE 16) and SOC 2. We offer hosting options in datacenters located in the United States, Canada, United Kingdom, Ireland, Australia and the Asia-Pacific region, however, Clarivate reserves the right to increase, decrease and/or relocate its datacenters at anytime.

Your responsibility. Client remains responsible for properly implementing access and use controls and configuring certain features and functionalities of the software that Client may elect to use in the manner that Client deems adequate to maintain appropriate security, protection, deletion, and backup of its data.

Disclaimer

Support services do not include visits to your site, any services for third party equipment or software, problems stemming from a change you made to the software, or consulting services related to client specific configurations or implementation (such as interactions between the software and your hardware, installations at your site, assistance with acceptance testing, client specific templates or reports, etc). We have no obligation to correct any error resulting from a failure by you to implement a third-party software modification or update recommended by us and provided to you at no charge.

We are not responsible for downtime or any other failure to meet the availability requirement if the root cause of the disruption is (i) your breach of the agreement; (ii) your failure to use minimum recommended browser standards for access to and use of the software; or (iii) outside of our control including, but not limited to, failures of hardware or software of upstream service providers or at your location or improper use of the software. Any additional services which you may request and we may agree to perform will be billed on a time and materials basis subject to our current applicable rates.

Changes to Support Policy

This policy may be updated by us from time to time, in our sole discretion.

PRICING EXHIBIT

APPROVED SOFTWARE PRICING EXHIBIT FOLLOWS THIS PAGE



Part of **Clarivate**

Innovative Interfaces Incorporated
3133 W. Frye Rd.
Suite 400
Chandler AZ 85226
United States

Bill To

Alameda Free Library
1550 Oak Street
Alameda CA 94501
United States

Ship To

Alameda Free Library
1550 Oak Street
Alameda CA 94501
United States

Pricing Exhibit

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Date	3/30/2023
Quote #	EST-INC16096
Payment Terms	Net 30
Overall Contract Term (Months)	60
Contract Start Date	6/22/2023
Contract End Date	
Sales Rep	Tom McNamara
Site Code	alamf
Expires	6/28/2023

Currency

US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Discounted ...	Amount
Staff User Licenses	License - Term	50	The Polaris Staff Client is licensed software that allows the end user to access all of the Polaris functionality based on the permissions that are set in System Administration. This includes Circulation, Patron Services, Cataloging, Acquisitions, Serials, Utilities and System Admin. Additional License for additional Staff User License. A separate staff user license is required for each concurrent connection made from a staff client to the Polaris ILS server, including from Polaris Web Application (aka Leap).				0.00
Additional SIP2 Subscription	License - Term	4	SIP2 is required for any 3rd party hardware connecting to Polaris for the purpose of Polaris transactions e. g. 3rd Party self-checkout, sorters, etc.				0.00
Polaris Core Bundle - Public	License - Term	1	Polaris Public Core Bundle Polaris is an integrated library system solution to manage physical and electronic resources and library patron accounts. Combines library operational workflows with open architecture. Supports staff tasks, including a Web-based staff interface (Leap), and patron access services. Public Core Bundle capabilities include: Cataloging, Circulation, Acquisitions, Serials, ILL, Export Express, & Responsive WebPAC with Feature It; Simply Reports and SQL Access for Custom Reporting; SIP2, Self-Check, Patron-Facing eCommerce.				22,570.25
Screwdriver Subscription	License - Term	1	3rd party software - ScrewDrivers allows customers that are using remote desktop to install a printing client on each of their workstations that will allow them to use whatever printers they have connected to that workstation with all the features available to that printer. Turnkey and/or Hosted				1,937.52

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Part of **Clarivate**

Innovative Interfaces Incorporated
3133 W. Frye Rd.
Suite 400
Chandler AZ 85226
United States

Pricing Exhibit

Page 2 of 3

Date
Quote #

3/30/2023
EST-INC16095

Item	Item Category	Qty	Description	Options	Original Rate	Discounted ...	Amount
Polaris Multi-Tenant Hosting - US/APAC	License - Term	1	Multi-Tenant Cloud Hosting environment for Polaris in production enables libraries to eliminate the overhead of maintaining an on premise server for Polaris ILS. When Polaris is hosted, Innovative takes responsibility for release upgrades, backups, and system / environment maintenance & security updates. Includes Terminal services, PAC services, Reporting services, Screwdriver services				16,651.08
Content Carousel	License - Term	1	Separately licensed The Carousel Toolkit allows libraries to get carousel code snippets for record sets (bibliographic records only) and for the following existing system-supplied and automatic dashboard web parts: This allows the library to publish a content carousel to a website.				0.00
eContent Integration Subscription	License - Term	1	Integrates the patron self-checkout of electronic books through the PAC without the patron leaving the PAC to go to the provider's website. Agregates those circ stats with general Polaris transactions for yearend reporting. Note: 3-M/Bibliotheca Cloud Library uses the Polaris API and not this integration.	Overdrive: No RB Digital: No Axis 360: No			1,487.30
Polaris API (PAPI)	License - Term	1	Polaris offers a single API wand access to a developer's sandbox. The API has been used by several libraries to create their own plug-ins to Polaris for PAC and Phone Notification. It is also required for the Bibliotheca/3M Cloud.				0.00
Polaris Community Profiles	License - Term	1	Polaris Community Profiles Subscription				0.00
Polaris Content Cafe Subscription	License - Term	1	Content Café Subscription options enable libraries to display enriched content in their PAC. Content choices include full-color cover art, full-text reviews from commercial sources, professional summaries, table of contents data, book excerpts, author bios, and more.				2,351.52
Polaris Integration License Subscription	License - Term	1	Polaris Integration License Subscription	Polaris Integration License Options: I.Tiva - Talking Tech			0.00
Polaris Outreach Services Subscription	License - Term	1	Polaris Outreach Services Subscription				0.00

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Part of **Clarivate****Pricing Exhibit**

Page 3 of 3

Date
Quote #3/30/2023
EST-INC16095

Innovative Interfaces Incorporated
3133 W. Frye Rd.
Suite 400
Chandler AZ 85226
United States

Item	Item Category	Qty	Description	Options	Original Rate	Discounted ...	Amount
Polaris PowerPAC Multilingual Subscription	License - Term	1	Polaris PowerPAC Multilingual Subscription	Polaris Language s: Spanish			0.00
RFID Integration	License - Term	1	Provides integration between Polaris and 3rd party RFID software. Allows staff to complete transactions without entering twice - once in RFID system and again in Polaris. Includes capability to update Item Status on Polaris using SIP2 from Self-Check and ability to update RFID bit from transactions performed on Polaris (including from Leap Web Application). Perpetual License (requires annual maintenance)				0.00
Training/Test Server Add On - US/APAC	License - Term	1	Additional cloud hosting environment for Polaris ILS Training or Test system - to support dedicated capacity for training or testing 22 June 2023 - 21 June 2024				0.00
Resource Sharing – Returnables (INN-Reach)	License - Term	1	Innovative Resource Sharing expands the library's available collection for a fraction of the cost of traditional interlibrary loan. Integrated with Sierra, Millennium, & Polaris. Unmediated request model saves staff time and serves patrons faster. Key capabilities include: sharing of physical materials or digital resources; union catalog with real-time availability; same patron experience and staff workflow as local circulation; pickup anywhere; pass to ILL; reports for shared print management. 1 November 2023 - 21 June 2024 22 June 2023 - 21 June 2024, Year 1 of 5. Year 2: \$70,782.28 Year 3: \$73,259.66 Year 4: \$75,823.75 Year 5: \$78,477.58				15,009.23*

Total Fees US\$60,006.90****INN-Reach fee prorated to align subscription to a single billing cycle***



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2022

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).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company	NAIC # 20281
		INSURER B: Great Northern Insurance Company	20303
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES		CERTIFICATE NUMBER: W26786047		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		3604-45-27	12/01/2022	12/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		7359-54-50	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			7818-26-80	12/01/2022	12/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	(23) 7176-34-98	12/01/2022	12/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THE CITY OF ALAMENDA, ITS CITY COUNCIL, BOARDS, COMMISSIONS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARD TO GENERAL LIABILITY AND AUTO LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT.

DS
 LC 6/29/2023

CERTIFICATE HOLDER City of Alameda, its City Council, Officers, Employees, Volunteers, Boards and Commissions 2263 Santa Clara Ave. Alameda, CA 94501	CANCELLATION 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
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ACORD 25 (2016/03)

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SR ID: 23375785

BATCH: 2758234



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2023

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).

PRODUCER Willis Limited 51 Lime Street London, EC3M7DQ GBR	CONTACT Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Clarivate Analytics US LLC Innovative Interfaces, Inc. 3133 W Frye Road Suite 401 Chandler, AZ 85226	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Lloyds Syndicate 2987</td> <td>C0978</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lloyds Syndicate 2987	C0978	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: W29147284

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Technology E&O Cyber Security & Privacy Liab Media Liability			50483P23	06/01/2023	06/01/2024	Per Claim \$5,000,000 Per Claim \$5,000,000 Per Claim \$5,000,000

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

DS
LC 6/29/2023

CERTIFICATE HOLDER

CANCELLATION

City of Alameda, its City Council, Officers, Employees, Volunteers, Boards and Commissions 2263 Santa Clara Ave. Alameda, CA 94501	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
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ACORD 25 (2016/03)

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SR ID: 24220635

BATCH: 2997242



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2023

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).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Innovative Interfaces, Inc. 3133 W Frye Road Suite 401 Chandler, AZ 85226	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER B: Great Northern Insurance Company</td> <td style="text-align: center;">20303</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B: Great Northern Insurance Company	20303	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: W29400351
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		Y	Y	3604-45-27	12/01/2022	12/01/2023	MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	Y	Y	7359-54-50	12/01/2022	12/01/2023	BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB						EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB			7818-26-80	12/01/2022	12/01/2023	AGGREGATE \$ 10,000,000
	☐ DED ☐ RETENTION \$						\$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		(23) 7176-34-98	12/01/2022	12/01/2023	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

This Voids and Replaces Previously Issued Certificate Dated 11/30/2022 WITH ID: W26786047.

THE CITY OF ALAMENDA, ITS CITY COUNCIL, BOARDS, COMMISSIONS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARD TO GENERAL LIABILITY, WHERE REQUIRED BY WRITTEN CONTRACT AND TO AUTO LIABILITY.

Waiver of Subrogation applies with regard to General Liability where required by written contract and to Auto

CERTIFICATE HOLDER

CANCELLATION

City of Alameda, its City Council, Officers, Employees, Volunteers, Boards and Commissions 2263 Santa Clara Ave. Alameda, CA 94501	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
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ACORD 25 (2016/03)

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SR ID: 24323615

BATCH: 3027387

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED Innovative Interfaces, Inc. 3133 W Frye Road Suite 401 Chandler, AZ 85226
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Liability as respects to the City.



Liability Insurance

Endorsement

<i>Policy Period</i>	DECEMBER 1, 2022 TO DECEMBER 1, 2023
<i>Effective Date</i>	DECEMBER 1, 2022
<i>Policy Number</i>	3604-45-27 DAL
<i>Insured</i>	CLARIVATE ANALYTICS (US) LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	DECEMBER 15, 2022

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.



Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

***Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization***

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. M. S.", written over a horizontal line.

Conditions
(continued)

***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

POLICY NUMBER: (22) 7359-54-50

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:**Endorsement Effective Date:****SCHEDULE****Name Of Person(s) Or Organization(s):**

WHEN REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE – BROADENED COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 1st day of June, 2020, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and Innovative Interfaces, Inc., a California corporation whose address is 1900 Powell St., Ste. 400, Emeryville, CA 94608, (hereinafter "Provider"), is made with reference to the following:

RECITALS:

A. On June 22, 2016, an agreement was entered into by and between City and Provider (hereinafter "Agreement") in an amount not to exceed \$400,000.

B. City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

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

1. TERM

The term of this Agreement shall commence on the 22nd day of June, 2016, and shall terminate on the 21st day of June 2023.

2. STATEMENT OF WORK

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A-1 as requested. The Provider acknowledges that the work plan included in Exhibit A-1 is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER

a. By June of every year, Provider shall submit to the City an invoice for the annual subscription cost of the Polaris ILS and LINK+. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B-1 (Renewal Quote for Polaris) and Exhibit B-2 (Pricing Exhibit for Link+) and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B-1 and Exhibit B-2.

b. The total compensation for the work under this Amendment is not to exceed **\$122,618**. Total compensation for work under this Agreement shall not exceed **\$522,618**.

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

Innovative Interfaces, Inc.

CITY OF ALAMEDA
A Municipal Corporation

By 
Title EVP & General Counsel

By
Title

RECOMMENDED FOR APPROVAL:

By
Title

APPROVED AS TO FORM:
City Attorney

By _____
Alan M. Cohen
Assistant City Attorney

Exhibit A-1

Statement of Work

This Statement of Work (the "SOW") dated May 6, 2020 is entered into pursuant to the Master Professional Services Agreement between Alameda Free Library ("Client") and Innovative Interfaces Incorporated ("Innovative") effective as of April 9, 2019 (the "Agreement"). Innovative and Client may each be referred to as "Party" from time to time or collectively as "Parties".

A. Purpose of this Statement of Work

The SOW provides an overview of the scope of the project and fees to complete the engagement based on Innovative's prior experience with similar projects and preliminary discussions with Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high level requirements and implementation approach discussed and that additional detailed requirements discussions will be required to outline the full scope of work between the Parties.

B. Project Scope of Services

The Scope of the project includes the following set of professional services:

1. *INN-Reach Add Services for a Polaris Local Server*

Innovative will add Alameda Free Library to the Link+ INN-Reach system.

All specified work includes:

- Project management
- Requirements consultation between client and Innovative
- Implementation of changes to production environment
- Post-implementation testing
- Remediation of post-implementation issues, found during our own testing or found by the client

No work will be performed, on the client's production environment, without prior notification to, and approval from, the client. Work will be performed in pre-specified maintenance windows, as agreed upon in advance by the client and Innovative.

Any requested work, outside of the specifications listed above, will be quoted at an additional cost, and written approval must be provided by the client before work can proceed.

C. Innovative Services Team

The Services Team will have the following resources available for this project:

1. Project Manager: An experienced INN-Reach Product Specialist who will assist with the configurations and coordinate the work required for the library adds.
2. INN-Reach Data/Configuration Specialist: An experienced INN-Reach expert who will handle the data configuration necessary.

Exhibit B-1 Renewal Quote for Polaris



Renewal Quote

Page 1 of 3

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Quote # SO-INC26212
Terms
PO #
Renewal Start Date 6/22/2021
Renewal End Date 6/21/2022
Site Code alanf

Bill To
Alameda Free Library
1550 Oak Street
Alameda CA 94501
United States

Ship To
Alameda Free Library
1550 Oak Street
Alameda CA 94501
United States

Currency
US Dollar

Item	Item Categ...	Qty	Description	Options	Rate	Amount
Polaris Server Software Subscription	License - Ter...	1	Polaris Server Software Subscription		21,275.0000...	21,275.00
Screwdriver Subscription	License - Ter...	1	3rd party software - ScrewDrivers allows customers that are using remote desktop to install a printing client on each of their workstations that will allow them to use whatever printers they have connected to that workstation with all the features available to that printer. Turnkey and/or Hosted		1,872.00	1,872.00
Polaris Multi-Tenant Hosting - US/APAC	License - Ter...	1	Multi-Tenant Cloud Hosting environment for Polaris in production enables libraries to eliminate the overhead of maintaining an on premise server for Polaris ILS. When Polaris is hosted, Innovative takes responsibility for release upgrades, backups, and system / environment maintenance & security updates. Includes Terminal services, PAC services, Reporting services, Screwdriver services		16,088.0000...	16,088.00
Staff User Licenses	License - Ter...	50	The Polaris Staff Client is licensed software that allows the end user to access all of the Polaris functionality based on the permissions that are set in System Administration. This includes Circulation, Patron Services, Cataloging, Acquisitions, Serials, Utilities and System Admin. Additional License for additional Staff User License. A separate staff user license is required for each concurrent connection made from a staff client to the Polaris ILS server, including from Polaris Web Application (aka Leap).		0.00	0.00
Additional SIP2 Subscription	License - Ter...	5	SIP2 is required for any 3rd party hardware connecting to Polaris for the purpose of Polaris transactions e. g. 3rd Party self-checkout, sorters, etc.		0.00	0.00
Content Carousel	License - Ter...	1	Separately licensed The Carousel Toolkit allows libraries to get carousel code snippets for record sets (bibliographic records only) and for the following existing system-supplied and automatic dashboard web parts: This allows the library to publish a content carousel to a website.		0.00	0.00
eContent Integration Subscription	License - Ter...	1	Integrates the patron self-checkout of electronic books through the PAC without the patron leaving the PAC to go to the provider's website. Agregates those circ stats with general Polaris transactions for yearend reporting. Note: 3-M/Bibliotheca Cloud Library uses the Polaris API and not this integration.	Overdrive: Yes RB Digital: No Axis 360: No	1,437.00	1,437.00
Feature It Subscription	License - Ter...	1	Feature It is included with Community Profiles or Separately Licensed. This allows the library to push out a display of programs & events that		0.00	0.00



Renewal Quote

Page 2 of 3

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Quote #

SO-INC26212

Item	Item Categ...	Qty	Description	Options	Rate	Amount
Polaris API (PAPI)	License - Ter...	1	relate to the topic the patron was searching in the PAC. This can be displayed above the hit list or in a dashboard e. g. patron searches for 'cycling' and a list of titles related to cycling displays. Feature It will send a message to the screen indicating that there is a Cycling Club meeting or fund raiser, etc.		0.00	0.00
Polaris Classic Collection Agency	License - Ter...	1	Polaris offers a single API wand access to a developer's sandbox. The API has been used by several libraries to create their own plug-ins to Polaris for PAC and Phone Notification. It is also required for the Bibliotheca/3M Cloud.		0.00	0.00
Polaris Community Profiles	License - Ter...	1	Polaris Collection Agency Manager connects Polaris ILS patron data to the library's collection agency vendor so that financial information is automatically and electronically transferred. Polaris manages all collection functions automatically, from sending reports electronically to the agency to updating the patron record. The patron's standing with regard to the collection agency dates reported, and amounts owed and paid, are visible in the patron's account. Whether it is a single library, consortium, or individual libraries within a consortium, Polaris Collection Agency Manager has the reporting capabilities to support the structure.		0.00	0.00
Polaris Content Cafe Subscription	License - Ter...	1	Content Café Subscription options enable libraries to display enriched content in their PAC. Content choices include full-color cover art, full-text reviews from commercial sources, professional summaries, table of contents data, book excerpts, author bios, and more.		2,271.99999...	2,272.00
Polaris EDI Ordering & Invoicing	License - Ter...	1	Provides electronic data interchange to enable ordering & invoicing from Polaris for as many vendors as required. Additional service fee applies for each vendor added after initial vendors.		531.99999998	532.00
Polaris Integration License Subscription	License - Ter...	1	Polaris Integration License Subscription	Polaris Integration License Options: I.Tiva - Talking Tech	0.00	0.00
Polaris Leap Web Application	License - Ter...	1	Polaris Web Application (aka Leap) is a responsive web app for staff access to the full suite of Polaris patron services capabilities in a browser. Enables libraries to transform public services workflows, reduce IT overhead, and deliver completely mobile patron services. Key capabilities include: check-in, check-out, and renew materials, register new patrons, update patron account, manage holds, mobile picklist, support for portable barcode scanner and receipt printer.		0.00	0.00
Polaris Mobile PAC Subscription	License - Ter...	1	Polaris Mobile PAC Subscription		0.00	0.00
Polaris Outreach Services	License - Ter...	1	Polaris Outreach Services Subscription		0.00	0.00



Renewal Quote

Page 3 of 3

Quote #

SO-INC26212

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Item	Item Categ...	Qty	Description	Options	Rate	Amount
Subscription						
Polaris PowerPAC Children's Edition Subscription	License - Ter...	1	Polaris PowerPAC Children's Edition Subscription		0.00	0.00
Polaris PowerPAC Multilingual Subscription	License - Ter...	1	Polaris PowerPAC Multilingual Subscription	Polaris Languages: Spanish	0.00	0.00
Polaris PowerPAC Subscription	License - Ter...	1	Polaris PowerPAC Subscription		0.00	0.00
Polaris Server Software Subscription	License - Ter...	1	Polaris Server Software Subscription		0.00	0.00
Polaris Simply Reports	License - Ter...	1	Simply Reports is a web-based reporting tool that enables library staff of all skill levels to create, schedule, modify and distribute thousands of reports using data from Polaris. Reports can be published to the Polaris toolbar, making them available to other staff members. Export Express, an optional add-on licensed feature to SimplyReports, can be used to export bibliographic records (with or without holdings or item data) and authority records.		0.00	0.00
Polaris URL Detective Subscription	License - Ter...	1	Polaris URL Detective Subscription		0.00	0.00
RFID Integration	License - Ter...	1	Provides integration between Polaris and 3rd party RFID software. Allows staff to complete transactions without entering twice - once in RFID system and again in Polaris. Includes capability to update Item Status on Polaris using SIP2 from Self-Check and ability to update RFID bit from transactions performed on Polaris (including from Leap Web Application). Perpetual License (requires annual maintenance)		0.00	0.00
Training/Test Server Add On - US/APAC	License - Ter...	1	Additional cloud hosting environment for Polaris ILS Training or Test system - to support dedicated capacity for training or testing		0.00	0.00
			22 June 2021 - 21 June 2022			
			\$43,476.00			
			22 June 2022 - 21 June 2023			

Total **US\$43,476.00**

THIS INFORMATION IS CONFIDENTIAL BETWEEN THE PARTY IDENTIFIED AS 'BILL TO' ABOVE AND INNOVATIVE INTERFACES

Notes:

1. The prices quoted may be subject to change where new software has been purchased or changes have been made to existing software.

2. Taxes are not included in the quoted price but, if applicable, may be charged by innovative at the point of invoicing.

Exhibit B-2 LINK+ Pricing



Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Bill To
Alameda Free Library
1550 Oak Street
Alameda CA 94501
United States

Ship To
Alameda Free Library
1550 Oak Street
Alameda CA 94501
United States

Pricing Exhibit

Date 3/9/2020
Quote # EST-INC11552
Payment Terms Net 30
Overall Contract Term (Months) 36
Contract Start Date
Contract End Date
Sales Rep Tom McNamara
Site Code alamf
Expires 6/30/2020

Currency
US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Discounted ...	Amount
Resource Sharing - Returnables (INN-Reach)	License - Term	1	Link+ Innovative Resource Sharing Year 2 cost = \$22,600 Year 3 cost = \$22,600			22,599.999996	22,600.00

Total Fees US\$22,600.00

ALAM - Updated SPA Amendment 2020-06-02

Final Audit Report

2020-06-02

Created:	2020-06-02
By:	Michael Dunn (Mike.Dunn@iii.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfkl07mJFVUJPI_eKkHh1PZ7OGdxF26kc

"ALAM - Updated SPA Amendment 2020-06-02" History

-  Document created by Michael Dunn (Mike.Dunn@iii.com)
2020-06-02 - 1:37:34 PM GMT- IP address: 73.218.212.204
-  Document emailed to Akin Adekeye (akin.adekeye@iii.com) for signature
2020-06-02 - 1:38:13 PM GMT
-  Email viewed by Akin Adekeye (akin.adekeye@iii.com)
2020-06-02 - 1:39:05 PM GMT- IP address: 108.18.244.61
-  Document e-signed by Akin Adekeye (akin.adekeye@iii.com)
Signature Date: 2020-06-02 - 3:27:33 PM GMT - Time Source: server- IP address: 108.18.244.61
-  Signed document emailed to Michael Dunn (Mike.Dunn@iii.com) and Akin Adekeye (akin.adekeye@iii.com)
2020-06-02 - 3:27:33 PM GMT

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this twenty-second day of June, 2016, by and between CITY OF ALAMEDA, a municipal corporation (the “**City**”), and Innovative Interfaces Incorporated, (a California corporation), whose address is 5850 Shellmound Way, Emeryville, CA 94608, (the “**Provider**”), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: An Integrated Library System (ILS). City staff issued an RFP on December 16, 2015 and after a submittal period of forty-eight days received five timely submitted proposals. The Staff reviewed the proposals and ranked the vendors according to the criteria set forth in the RFP. Based on the first round rankings we invited the top two vendors to conduct a one-day demonstration of their ILS product following guidelines provided by the City. Innovative Interfaces Inc. was selected because their Polaris ILS ranked at the top after two rounds of evaluations and the Provider best addressed our present and future needs outlined in the RFP.
- C. Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- D. City and Provider desire to enter into an agreement for an Integrated Library System (ILS) that includes modules for Materials Acquisition, Online Public Access Catalog (OPAC), Patron Circulation and Accounts, Materials Cataloging and processing, System Administration, and Reporting, upon the terms and conditions herein.

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

1. TERM:

The term of this Agreement shall commence on the 22nd day of June 2016, and shall terminate on the 21st day of June 2021, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit B as requested. The Provider acknowledges that the work plan included in Exhibit B is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. Payment shall be made by the City to the Provider within thirty (30) days of receipt by the City of the Provider's invoice. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A and incorporated herein by this reference.

b. The total compensation for the work under this Agreement is not to exceed **\$364,090**.

4. TIME IS OF THE ESSENCE:

Provider and City are in agreement to disregard this section.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. **INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
------------------------	-----------------------------

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the amount of at least \$2,000,000.

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance

premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon

reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. **NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
Alameda Free Library
1550 Oak Street
Alameda, CA 94501
ATTENTION: Marlon Romero, Supervising Librarian
Ph: (510) 747-7730

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

Innovative Interfaces, Inc.
Headquarters
5850 Shellmound Way
Emeryville, CA 94608
ATTENTION: Legal Department

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within thirty (30) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. Not used.

c. Upon termination of this Agreement for cause, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

d. If the City or Provider elects to terminate the contract pursuant to its terms, then the City would be entitled to a refund of the contract compensation prorated based on the formula listed below:

Year 1 termination	$[\$364,090/60]*X$	Where X = months remaining on the five year contract.
Year 2-5 termination	$[\$164,382.77/48]*X$	

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out

of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

23. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

25. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

INNOVATIVE INTERFACES, INC.
A California Corporation

CITY OF ALAMEDA
A Municipal Corporation

NAME Marina Keating
 Vice President

Jill Keimach
City Manager

NAME: Bill Gadala
 Assistant Treasurer

RECOMMENDED FOR APPROVAL

Jane Chisaki
Library Director

APPROVED AS TO FORM:
City Attorney

Andrico Penick
[Assistant] City Attorney

Exhibit A Fee Schedule



World Headquarters
5850 Shellmound Way
Emeryville, CA 94608
+1 510 655-6200

POLARIS PRICE QUOTATION

Subscription Solution

ALAMEDA FREE LIBRARY

50 Staff Client Licenses (Polaris DBMS)

May 11, 2016

POLARIS HOSTED SUBSCRIPTION PRICE QUOTATION

<i>Polaris Hosted Subscription System Upfront 5 Year Costs</i>		
Polaris Services	Details below	\$61,355
Polaris ILS Server/Client Software/3rd Party software Subscription	Details below	\$139,504
Hosting	Virtual Dedicated Hosted Solution	\$78,292
Envisionware RFID	Details Below	\$84,939
	Total 5 Year Upfront Costs	\$364,090

<i>Optional Year 6 Hosted Subscription Cost</i>		
Year 6 Subscription	Hosted Subscription (Does not include Envisionware)	\$44,753

Exhibit B

Vendor Installation and Implementation Services

The vendor selected under this RFP will be responsible for the following installation and implementation services:

Installation of Polaris ILS Server license and Staff client licenses

- Polaris ILS Server license, includes:
 - Polaris ILS database (full and documented schema available via Customer Supportal)
 - Z39.50 Server
 - Faceted Searching
 - Relevancy Ranking
 - SMTP for email notification (Library may use existing vendor Talking Tech for the email server)
 - Remote Patron Authentication
 - System Administration (familiar Directory/Tree structure with point-and-click options)
 - Integrated desktop Reports and Notices (with Export to Excel, Word)
- Staff Client license x 50, includes:
 - Find Tool (over 600 search points available)
 - Acquisitions
 - Shopping Cart / Selection List Import (9xx Order Data)
 - Serials Control with MARC Format for Holdings
 - Cataloging with Authority Control
 - MARC validation program
 - Bibliographic and authority records importing interfaces
 - Fully integrated WYSIWYG Label Printing (see/edit before you print)
 - Circulation
 - Offline circulation, inventory and Bookbike
 - Group holds
 - OCLC Inter Library Loan Interface
 - Record set (bulk change operations for patron, item, authority and bibliographic records)
 - Z39.50 client
 - Extensive online help
- Unlimited PowerPAC Client license includes:
 - Polaris ILS PowerPac supports Internet Explorer, Netscape Navigator, Mozilla Firefox, Opera, Safari
 - Multiple database searching
 - Z39.50 client
 - Patron authentication

- o Credit card payments/donations
 - o My Account Options: self-registration, search agent alerts, pre-notification of overdues, reading history, formatted title lists (APA, Chicago Manual of style, etc.)
 - o Customizable Dashboards (automated links to bestsellers, subject areas, etc.)
 - o eCommerce (using either Payflow Link or Payments Gateway Secure Web Pay)
- Leap
 - o The Polaris Leap web application is their mobile app used to perform the most common library functions such as registering new patrons, checking out materials, or placing items on hold. Leap is optimized for a desktop computer, but it can be used on a tablet device that can access a modern Web browser such as an iPad or Surface. It is not designed for mobile phones.
- Polaris Software Optional Products:
 - o Collection Agency interface to Unique Management
 - o NCIP Integration with OCLC Navigator
 - o Outreach Services
 - o Self-check interface to 3rd party self-check units x5
 - o Carousel Toolkit
 - o Children's interface to PAC
 - o Community Profiles
 - o FeatureIt
 - o Mobile PAC
 - o Multilingual PAC (language options: Spanish)
 - o Polaris Simply Reports x5
 - o URL Detective
 - o Polaris Application Programming Interface (API) – Site License
 - o RFID Interface License
 - o Polaris True Serials
 - o Polaris Training and Testing Environment
- Third Party Subscription Services
 - o EDI for Acquisitions Setup/Training
 - o ChiliFresh
 - Reviews
 - Connections – Facebook App
 - o Content Café
 - o Overdrive Integration
 - o TriCerat ScrewDrivers (available in Terminal vs. Concurrent and 32 vs. 64 bit)

Installation of Envisionware RFID solution Envisionware RFID Solution

ENVISIONWARE RFID SOFTWARE SUITE ENTERPRISE SITE LICENSE – Tier 05-09 Buildings (Qty. 3)

- Provides Integration with circulation clients, encoding, tag query, and RFID-enabling of ILS-specific self-service circulation stations as well as control of the Envisionware Media Case controller
 - o Integrates with Polaris Staff client and Express Check using Polaris API

ENVISIONWARE DESKPAD RFID READER KIT (Qty. 18)

- Integrated high performance ISO standard RFID Reader/Writer/Pad in acrylic white enclosure. Surface or under-mount.
 - o Dimensions: 14.8” x 10.87” x 1.06” (376x276x26.8mm)
 - o Output Power: 1W
 - o Unidirectional system detects above the surface of the pad but not to the sides or bottom. Even works on metallic surfaces.
 - o Universal Power supply, 6ft shielded USB Cable, high quality ferrites and installation accessories

ONESTOP SELF SERVICE CIRCULATION SOFTWARE BUNDLE (Qty. 5)

- Check out, check in, and integrate of other optional self service solutions including fine payment, PC Reservation®, print release, and library account management
- Options: On-screen Virtual Keyboard, Envisionware AIO Desktop, AIO Kiosk Hardware Packages, Envisionware Branch Manager (help requests and email receipts), eCommerce Self Service and Envisionware RFID Software Suite (for RFID implementations)

ENVISIONWARE PROLINE 1-AISLE RFID GATE SYSTEM (Qty. 4)

- High accuracy detection; people counter visible on system, Visual and Audible alarms plus Ethernet integration to Branch Manager software for alerts and people counter data. Requires: AC Power; LAN connection for alerts.

ENVISIONWARE PROLINE 2-AISLE RFID GATE SYSTEM (Qty. 1)

- High accuracy detection; People counter visible on system, Visual and Audible alarms plus Ethernet integration to Branch Manager software for alerts and people counter data.

ENVISIONWARE BRANCH MANAGER (EBM) – ENTERPRISE EDITION (Qty. 1)

- Gate alerts, people counts for gate radar module, email OneStop receipts and more. Required: SIP2 Connection.

Polaris Virtual Private Cloud Services – Hosted Option

Polaris will provide the following on-going services:

Virtual Private Cloud Services	Description
Server & Operating System Software	Production Server, Firewall, Domain Controller, Backup Device, Microsoft Software, Network Switch, Installation & Remote Hands, ARCServe Backup software, Anti-Virus Software
Co-Location Services	Internet Bandwidth – 5Mbps maximum, Power, Cabinet space, IP addresses, Internet Port

Technical Support	Daily Polaris application support (trouble-tickets, calls & email), Polaris Upgrades (version & builds)
Server Administration	Data Center Network & Network Capacity, Data Center Firewall Management, Terminal Server IP Address Filters; Services Monitoring (SPU, Disk & RAM): • Server CPU, Disk & RAM • Windows log checks • SQL jobs checks • Internet bandwidth usage • Firewall Server Maintenance: • Firmware updates • Driver updates • Windows updates • Anti-Virus updates • Warranty repairs Daily Backups & Offsite Rotation

Remote Desktop Services (Terminal Services)

Remote Desktop Services works by allowing individuals to run on a server, rather than on the user's workstation. Remote Desktop Services simply sends screen images to the user's machine, and the user's machine in turn sends keystrokes and mouse movements back to the server. By doing this, Remote Desktop Services allows clients to run applications that they might otherwise not have the hardware or bandwidth to support. The Remote Desktop Protocol (RDP) has been designed and optimized to give users a good application experience over low-bandwidth connections. Because only keyboard, mouse and screen drawing information is sent over the network, a quality user experience can be attained under very low-bandwidth conditions. The client access device can either be a full rich Windows personal computer, or a thin client.

Requirements:

- Remote Desktop Connection (RDC) client version 6.1 or higher (RDP protocol/version 7 or higher)
- Reliable network connectivity with adequate bandwidth (estimated 20kbps – 30 Kbps per concurrent RDC user) and low end-to-end network latency between the workstation and Windows Terminal Server

USERNAME Convention and PASSWORD Complexity

Access to Polaris Virtual Private Cloud requires a two-stage logon. A user must first logon to the Terminal Server and then must logon to the Polaris application. Usernames for Terminal Server and Polaris user accounts must consist of at least 8 characters. Polaris recommends that the usernames include a user-friendly prefix that makes the username unique to the system or branch. For example, a satisfactory username convention for Public Library System could be plsXXXXXX (i.e. plscirc1, plscat07, etc.).

Passwords must be complex. At a minimum, passwords must consist of at least 8 characters including at least one upper or lower case letter and at least one number or special character, and cannot include the library name or username. Polaris strongly recommends that common words should not be used as the password root.

User Management

The Alameda Free Library will be responsible for performing Polaris user account management (add, change, or delete).

Polaris is responsible for management of terminal server accounts.

Virtual Private Cloud Service

The Polaris Virtual Private Cloud Service provides a fully managed application including data center networking and firewall management, Polaris server administration, anti-virus and backup service. Only Polaris server administrators have direct login and administrative access to the backend servers, software and databases supporting the Polaris systems and application.

Virtual Private Cloud Server Maintenance

Polaris reserves the right to perform periodic maintenance on the Virtual Private Cloud servers and service platform. Scheduled weekly maintenance windows will occur every Monday and Thursday between 2:00AM ET and 4:00AM ET. Windows Updates and other service platform updates that may be applied sometimes require device reboots or restarts and therefore temporary service outages may be experienced during these windows. Scheduled maintenance windows for server, firewall and network replacement or repair will occur Thursday's between the hours of 4:00AM ET and 7:00AM ET.

Unscheduled emergency maintenance might need to be performed at any time. When emergency maintenance is required, Polaris will notify the Library and work with the Library to minimize any potential service interruptions.

Virtual Private Cloud Data Security

Polaris Virtual Private Cloud services are currently delivered from a secure SSAE-16 certified Time Warner Cable/Navisite data center located in Syracuse, NY. The data center is a Tier-2 facility (ANSI/TIA-942 Telecommunications Infrastructure Standard for Data Centers) with an excellent track record for reliability that provides backup power, and redundant HVAC and network services. Internet service to the Data Center is provided via redundant ISPs utilizing diverse fiber connections into the facility with dynamic re-routing of data if network links are interrupted. The Data Center environment includes:

- 7x24x365 on-site security personnel and video surveillance
- Biometric palm scanners at all facility entrances
- Card access control at all interior and exterior doors
- Offices/common areas isolated from the data center
- AC power installed to order with N+1 redundancy
- Backup UPS and generators with refueling capabilities for consistent power supply
- Full data-grade HVAC system with N+1 redundancy with 136 tons of cooling active
- Fire protection with early-warning VESDA fire detection system
- FM-200 and CO2 fire suppression system
- Regular system testing and servicing
- Customer IT infrastructure monitored by two redundant NOCs (Andover and India), staffed 7x24x365

- Regular facilities monitoring for all critical electrical components, environmental systems, and security

For Virtual Private Cloud service, Polaris owns and operates the servers utilized to store data and deliver service from the Data Center. Polaris employs network firewalls and anti-virus protection for the service platform. To protect data during network transmission, communications between the library's Polaris client workstations and the VPC Data Center are encrypted via native Remote Desktop encryption and SSL is used to encrypt the Patron Account section of the Polaris PowerPAC. Third-party hardware maintenance providers do not have access to the servers or backup devices without Polaris advance approval and supervision.

Polaris Implementation and Training Services

Implementation Overview

Polaris shall provide implementation services involving project consultation and training. These services shall include, but are not limited to:

- Assigning and Implementation Manager whose role will be to work in conjunction with the library during the implementation phase of the contract.
- Provide trainers to instruct the Library on the operation of the Polaris ILS application/system administration consistent with the provisions set forth below.

Purpose of the Implementation Site Visit

The Implementation Manager will schedule a two-day site visit to discuss the implementation process, policy file creation, data migration issues, project planning, and Staff Client Administration

The Implementation Site Visit requires the participation of the Library's System Administrator as well as representatives from each of the Library's administrative units involved or affected by the implementation of the Polaris ILS.

Training Philosophy and Fees

Train-the-Trainer Approach: Polaris's approach to training is to thoroughly train a core group (numbers indicated below) at the customer site. This core group will receive in-depth training on the various subsystems. This core group will, in turn, train the remainder of the Library staff. System Administration training is offered as a one-day webinar scheduled on a monthly basis.

Prerequisites: Familiarity with Windows 7, Vista and/or XP Professional is required for all trainees. Up to ten (10) trainees allowed at each training session. Training materials will be provided for each session. Training should take place in a room away from public areas and have the capacity to hold the number of trainees (up to 10) and the Polaris ILS trainer. It is strongly recommended that each trainee have the use of a Library workstation with the Polaris ILS Staff client software installed.

Training Summary

- Implementation Management & Consultation:
 - Implementation process, policy files creation, Data migration issues, On-Going Project planning, and Staff Client System Administration
 - 2 days on-site Project Implementation Visit (includes expenses)
- PAC Branding (2 hour maximum – if additional time is required, that will be quoted separately at the rate of \$200/hour):
 - Enable pre-programmed theme selection;

- Enable predefined set of dashboards selected by the Alameda Free Library
 - Resize existing library logo
- 2 Days on-site “Go Live” assistance (includes expenses)
- 4 Days on-site training covering the following subsystems (includes expenses; to occur after system installation and initial database load): PAC, Patron Services, Cataloging
- 1 Day Web-based training covering the Polaris ILS System Administration Interface
- Simply Reports webinar training.

The following restrictions apply to all on-site training:

- A maximum of ten (10) trainees allowed per session. Additional charges apply for additional trainees. In no case shall the number of attendees in any session exceed 15 people, as the quality of training is negatively affected beyond this class size.
- Training must be scheduled such that a minimum of two training days occur in any calendar week (Monday-Friday)
- There is a minimum two day charge for all on-site services

Additional Training

Webinars

- Community Profiles
- FeatureIt

Acquisitions

- 2 Days on-site training covering the following subsystems (includes expenses; to occur after system installation and initial database load)

Serials

- 1 Day on-site training covering the following subsystems (includes expenses; to occur after system installation and initial database load)

Post-Implementation Training

- 2 Day on-site follow-up Q&A session with a trainer to discuss Circulation, Acquisitions, Systems Administration, Cataloging, Serials, OPAC, and Reporting.

Data Migration

Migrating existing data such as: patron records (including circulation and fines and fees records), bibliographic records, item records, and authority records and successfully transfer current Horizon ILS circulation parameters (i.e. floating collection, circulating, non-circulating materials, etc.) with the new Polaris ILS.

Bibliographic Records	145,500
Item Records	215,265
Patron Records	59,760
Authority Records	412,000
Source	Horizon Database

Pricing for extraction services assumes the following conditions for access to the database:
Horizon data extraction:

- External IP address of the database server must be provided
- SQL port number must be provided
- Root or administrator login/password must be provided
- Dynix login/password with security level 6 for Cat/Circ and any other modules that will be extracted
- For Unix servers, telnet and FTP access must be provided
- For Windows servers, RDP or pcAnywhere login/password must be provided
- SQL system administrator login/password must be provided
- Trusted firewall access must be provided from a single IP address to be provided by Polaris
- Access to RDP or pcAnywhere on a PC located on the same LAN as the server must be provided, along with the following:
 - Java 1.4 or higher must be installed, or be allowed to be installed on the PC
 - FTP must be permitted in order to allow files to be transferred to/from the PC to/from a location outside the LAN
- Use of VPN is acceptable
- Database name must be provided
- Specification of type of database must be provided
- Available access during all times and days specified by Polaris

Deviations from any or all of these access conditions will result in additional fees being assessed, to be determined on a case-by-case basis.

The Library will accept responsibility for the export of all data files it wishes to migrate to the Polaris Integrated Library System. These files will be provided to Polaris in a format in accordance with the content and format specified in the Polaris Data Migration Guide. This document will be provided at the beginning of your implementation, but may also be requested at any time. Deviation from the specified format may result in additional migration fees. Data will be provided to Polaris through ftp (file transfer protocol) or through a mutually agreed upon tape and tape backup format. The Library will be required to conduct two (2) data extractions – one for an initial test load and then one for a final production load.