TO: Sacramento Public Library Authority Board

FROM: Nina Biddle, Collection Management Services Manager

RE: Contract Approvals: Innovative Interfaces, Inc.

RECOMMENDED ACTION(S):
Adopt Resolution 16-19, approving service agreements with Innovative Interfaces, Inc., for renewal of hardware and software maintenance and support services for the Sierra Integrated Library System (ILS) for one year in an amount not to exceed $220,615; with Encore Duet for three years in an amount not to exceed $150,600; and with Linked Data services for three years in an amount not to exceed $87,362.

REASON FOR RECOMMENDATION
Existing Services
Sierra Software Maintenance and Support Services: The Sierra integrated library system (ILS) is essential to the delivery of library services. The ILS showcases the Library’s material and digital collection via the catalog. It performs all functions associated with the purchase, inventory and lending of materials. The ILS also serves as the gateway to vast collections of online resources offering full-text articles, as well as access to library catalogs participating in the Link+ system throughout California and Nevada.

Software Maintenance and Support Services are purchased annually to minimize service interruptions and to remain current with improvements to licensed products. The FY 2016-17 annual cost is $220,614.14. Staff recommends renewal of an agreement with Innovative Interfaces, Inc. for Software Maintenance and Support Services for a one-year term for a total amount not to exceed $220,615.

New Service
Encore Duet: Encore Duet will replace the existing Encore public interface of the Library catalog. Encore duet will transform our catalog from a search to discovery platform, enhancing the delivery services of our ILS. Encore Duet serves as a powerful finding tool to provide a complete picture of the Library's wide assortment of resources, including books, magazine articles and digital content. Annual costs for a three-year period are specified herein for a contract total not to exceed $150,600.

<table>
<thead>
<tr>
<th>Encore Duet</th>
<th>Year 1: FY 16-17</th>
<th>Year 2: FY 17-18</th>
<th>Year 3: FY 18-19</th>
<th>Total</th>
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<tbody>
<tr>
<td>Subscription(25% discount applied)</td>
<td>$47,815</td>
<td>$49,837</td>
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<td>$149,599</td>
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<td>Conversion Service</td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>$150,599</td>
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</table>

Staff requests that the Board authorize the Library Director to enter into an agreement with Innovative Interfaces, Inc. for an Encore Duet subscription for a three-year term for a total amount not to exceed $150,600.

Linked Data: Linked Data is a subscription service that makes the Library’s collection visible and easier to find on the Web. Data is exported and formatted to eliminate barriers for visibility and discoverability.
beyond the Library’s web site, thereby exposing Library resources much more broadly to the public. Rather than requiring patrons to come to the Library’s website to discover our collections, the Library goes out to them where they are, e.g., searching on Google.

Staff requests that the Board authorize the Library Director to enter into an agreement with Innovative Interfaces, Inc. for a Linked Data subscription for three years with the following pricing structure, with a total amount not to exceed $87,362.

<table>
<thead>
<tr>
<th>Linked Data</th>
<th>Year 1: FY 16-17</th>
<th>Year 2: FY 17-18</th>
<th>Year 3: FY 18-19</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subscription</td>
<td>$28,125</td>
<td>$29,109</td>
<td>$30,128</td>
<td>$87,362</td>
</tr>
</tbody>
</table>

**FISCAL IMPACT:** Support costs for Sierra, Encore Duet and Linked Data are essential operating expenses and are included in the FY2016-17 May Proposed Budget. By establishing a three-year agreement for Encore Duet, a 25% annual savings is realized, for a total three-year savings of $37,400.

**ATTACHMENT(S):**
Resolution 16-19, approving service agreements with Innovative Interfaces, Inc., for renewal of hardware and software maintenance and support Services for the Sierra Integrated Library System (ILS) for one year in an amount not to exceed $220,615; with Encore Duet for three years in an amount not to exceed $150,600; and with Linked Data services for three years in an amount not to exceed $87,362
Sacramento Public Library Authority

RESOLUTION NO. 16-19

Adopted by the Governing Board of the Sacramento Public Library Authority on the date of:

May 26, 2016

APPROVING SERVICE AGREEMENTS WITH INNOVATIVE INTERFACES, INC., FOR RENEWAL OF HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES FOR THE SIERRA INTEGRATED LIBRARY SYSTEM (ILS) FOR ONE YEAR IN AN AMOUNT NOT TO EXCEED $220,615; WITH ENCORE DUET FOR THREE YEARS IN AN AMOUNT NOT TO EXCEED $150,600; AND WITH LINKED DATA SERVICES FOR THREE YEARS IN AN AMOUNT NOT TO EXCEED $87,362

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE SACRAMENTO PUBLIC LIBRARY AUTHORITY AS FOLLOWS:

1. The renewal with Innovative Interfaces of the Hardware and Software Maintenance and Support Services Agreement for the Sierra Integrated Library System (ILS) in an amount not to exceed $220,615 is hereby approved.

2. The Agreement with Innovative Interfaces for Encore Duet for a term of three years in an amount not to exceed $150,600 is hereby approved.

3. The Agreement with Innovative Interfaces for Linked Data services for a term of three years in an amount not to exceed $87,362 is hereby approved.

4. The Library Director is authorized to sign all documents related to this contract within the approved terms contained in Exhibits A, B and C and consistent with the requirements of the Authority’s Contracts and Procurement Policy.

______________________
Rick Jennings II, Chair

Don Nottoli, Vice Chair

ATTEST:

Rivkah K. Sass, Secretary

By: ____________________________
Linda J. Beymer, Assistant Secretary
ATTACHMENT(S):
Exhibit A: Innovative Interfaces Hardware and Software Maintenance Agreement, FY 16-17
Exhibit B: Encore Duet Product & Services Payment Terms, FY 16-17 through FY 18-19
Exhibit C: Linked Data Product Description and Legal Terms and Conditions, FY 16-17 through FY 18-19
HARDWARE AND SOFTWARE MAINTENANCE AGREEMENT

a) This Maintenance Agreement will cover all licensed Innovative-supplied software ("Software") and central site hardware ("Hardware").

b) Maintenance of peripheral hardware purchased from Innovative Interfaces is the responsibility of the Library.

c) The term of this Maintenance Agreement is for a period of one (1) year, starting on July 1, 2016 through June 30, 2017 (the "Commitment Term"), for a total 1-year maintenance fee of US$ 220,614.14.

Credit card payments are subject to a 3.5% fee for any invoices over $2,000. All invoiced fees and amounts exclude taxes. The Library shall be responsible for the expenses of all related taxes.

d) Future maintenance, subscription and hosting service charges after the Commitment Term, as applicable, may be subject to price increases by Innovative. With regard to such price increases, Innovative will advise the Library no later than 90 days prior to the increase going into effect.

e) If Library fails to pay Innovative any sums due under this Agreement within thirty (30) days of the date that Library receives an invoice for products or services from Innovative, Innovative reserves the right to discontinue, subscription and/or hosting services, as applicable, until Library fully pays to Innovative all sums (and related penalties) (together, the "Overdue Amount") due to Innovative. If Innovative discontinues maintenance, subscription and/or hosting services provided to Library, Innovative also reserves the right to receive from Library a re-start penalty fee equal to 30% of the Overdue Amount, in addition to the Overdue Amount.

f) The Library must provide direct network internet access to the Library’s system ("System"); this would also apply to firewalls, etc. Innovative requires such access to correct Software bugs and carry out modifications to the System for the purpose of maintaining the System. Innovative Interfaces will be responsible for all corrections at Innovative Interfaces’ expense.

g) Innovative Interfaces will provide the Library with new releases of the licensed Software modules so long as the Hardware and operating system used for the System is sufficient and/or compatible for the load and operation of such new release. If the Hardware or operating system is deemed not to be sufficient for installation of the new release, then the Library shall be responsible for the cost of new Hardware or operating system as may be required. If the Library declines to upgrade its Hardware or operating system to accommodate the upgrade to the licensed software, then the Library shall remain at its then current software release. For the purpose of this document, the term "new release" shall mean improvements in already licensed Software modules.

h) If the Library adds or upgrades any additional Innovative Interfaces Software modules to the System after the initial installation, the maintenance services shall be extended to cover the additional Software. The maintenance charges for such Software shall be based upon Innovative Interfaces’ then-current maintenance rates. The additional cost of coverage for the additional Software shall be added to the annual maintenance amount.

i) Innovative Interfaces will provide services 24 hours a day, 7 days a week. Innovative Interfaces will make its good faith efforts to return calls within 2 hours of receipt and repair Software within 48 hours of notice, excluding weekends and holidays.

j) The Library agrees, to take reasonable care of the Hardware and not permit persons other than authorized representatives of Innovative Interfaces, Inc. to effect adjustments or repairs to the Hardware. The Library agrees that for Hardware supplied by Innovative Interfaces, the Library shall accept parts shipments for all plug-in or screw-in components. The shipping costs on returned RMA (return of merchandise authorization) Hardware will be the responsibility of the Library, except for the CPU and RAID, which will be the responsibility of Innovative Interfaces.

k) Any services provided due to Library supplied equipment failure, where such equipment was not purchased from Innovative Interfaces, and over which Innovative Interfaces has no direct control, shall be billable at $240.00 per hour with a minimum two (2) hour charge.

l) This Maintenance Services agreement does not include repair services or replacement parts due to damage caused by rain, fire, flood, lightning, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, power failure or fluctuation, or other cause originating by reason of other than normal operation of the Hardware, or Library's negligence or misuse of the Hardware.

m) The Software shall be operated as the exclusive application on the purchased Hardware. With respect to the Software, Library agrees that all prior licenses granted by Innovative to the Library as to the Software are hereby terminated, and hereby replaced with a non-exclusive, non-transferable, non-sublicensable license to use the Software on a subscription basis for normal library operations. Library hereby agrees that the failure to pay Innovative any monies due under this Maintenance Agreement shall result in the automatic termination of said subscription.

n) If the Library decides to cancel this Maintenance Agreement, Innovative must be notified in writing at least 60 days prior to the termination of the Commitment Term, as applicable. The Library agrees and understands the pricing contained in this Maintenance Agreement does not necessarily apply to any additional product(s) added after the date of this Maintenance Agreement.

o) This Maintenance Agreement is not assignable by either party, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that Innovative may assign this Maintenance Agreement to affiliates and successors in interest upon written notice of any such assignment to the other Party. Any purported assignment in violation of this
provision shall be void and of no effect. Any permitted assignee shall assume all obligations of its assignor under this Maintenance Agreement. If the terms and conditions of this Maintenance Agreement conflict with any other writing between the Library and Innovative, the terms and conditions of this Maintenance Agreement shall prevail.

SACRAMENTO PUBLIC LIBRARY AUTHORITY
("THE LIBRARY")

By: __________________________
Name: ________________________
Title: _________________________
Date: _________________________

INNOVATIVE INTERFACES INCORPORATED
("INNOVATIVE")

[Signature]

Kathy McCarthy
Customer Sales Consultant
kmccarthy@iii.com
Cell: 608-239-3095
CONFIDENTIAL PRICE QUOTATION FOR
SACRAMENTO PUBLIC LIBRARY
(the "Library") April 20, 2016 (the "Quote Date")

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TOTAL CONTRACT AMOUNT: $150,599
YEAR 1 CONTRACT VALUE: $48,812
CURRENCY: USD

CONTRACT TERM: 3 YEARS (3 YEARS COMMENCING AS OF THE LIVE DATE (DEFINED BELOW))
(THE "SUBSCRIPTION COMMITMENT TERM")

Product/Service Description

Encore Duet

The Encore Discovery Solution brings the complete library experience into the light. With Encore, you'll deliver fantastic search that brings anything you want to light — scholarly articles, books, local digital collections, and more. It's simple enough for new library users, and deep enough to satisfy exacting researchers. Encore libraries also bring the living, breathing experience of the library to user, by offering fast and easy social networking, peer recommendations, and even a chat window for instant access to the library staff that make the library tick.

Innovative has forged partnerships with content providers so Encore libraries can integrate a full range of resources. For example Library users can initiate eBook checkouts and place holds for eBooks directly in the Encore environment with 3M™ Cloud Library or OverDrive®. ChillFresh™ integration with Encore empowers social interaction with the library with a rich database of trusted ratings and reviews written by library users.

Key Features
- Fantastic, single search results
- Integration of articles, books, eBooks, digital collections
- Real time ILS/LSP integration
- 3M Cloud Library, ChillFresh, OverDrive integration
- Up to three harvested sources at no additional cost

With Encore Duet, libraries can bring users an integrated results set that includes local content plus full-text articles from EBSCO Discovery Service™ (EDS)—the largest, most encompassing single index of the world's literature with tens of thousands of participating publishers.
Encore delivers the full experience of the library—helpful, interactive, browsable, social, and rich with resources—that no other discovery alternative can touch. Full integration with the Sierra Library Services Platform or Millennium ILS provides deep indexing and real-time data that provides a truly comprehensive discovery experience for any library user.

**Product & Services Payment Terms**

**Subscription Renewal (“Subscription Renewal”):**

Annual Subscription Renewal product fees are payable as follows:

**Year 1 Subscription:** $47,812, payable as of the Live Date (“Live Date” defined as of the Sierra software product being first available for use for patron transactions).

**Years 2 – 5 Subscription:** each below payable as of the anniversary of the Live Date:

- **Year 2 Subscription:** $49,837
- **Year 3 Subscription:** $51,950

All fees payable within thirty (30) days of the date of receipt of an invoice from Innovative. Library agrees and acknowledges that the pricing provided in this quotation is based upon the Library completing the Subscription Commitment Term. Accordingly, Library agrees that if it terminates the subscription prior to the end of the Subscription Commitment Term, the Library will remain liable for the full price of the subscription through the end of the Subscription Commitment Term. The Subscription Product license associated with this quote shall automatically terminate upon Library’s failure to make timely payment of monies owed to Innovative as agreed to by the Library.

The Library hereby agrees that upon the Live Date, Innovative hereby grants to the Library a limited, non-exclusive, non-transferable and non-sublicensable license to subscribe to the Sierra software products described in this quotation for library information systems operations. No other license, express or implied, is granted hereunder. This subscription license shall automatically terminate upon the Library’s failure to make timely payment of monies owed to Innovative as agreed to by the Library.

**General Legal Terms & Conditions**

1. The terms and conditions of this quotation constitute an offer by Innovative Interfaces Incorporated (“Innovative”) to sell products and services to the Library, and if accepted by the Library, constitutes a legally-binding obligation by the Library to purchase such products and services. Acceptance of this quotation by the Library may be completed by the Library’s signature of this quotation as provided below; issuance of a purchase order; or any form of acceptance otherwise recognized by applicable law. The terms and conditions of this quotation are valid for 90 days, and if not accepted by the Library within said time period, shall be deemed automatically revoked.

2. Unless otherwise specified in this quotation, payment terms for the products and services herein are net thirty (30) days from the invoice date.


4. If the terms and conditions of this quotation conflict with any other agreement or writing between Innovative and the Library, the terms and conditions of this quotation shall control. The terms and conditions of this quotation may be rejected, modified or superseded only by a written agreement mutually signed specifying the rejection, modification or supersession of the terms and conditions. For avoidance of doubt, where the Library accepts this quotation by issuance of a purchase order, the Library agrees that any terms contained in the purchase order which conflict with the legal terms and conditions herein are rejected.

5. Annual payment for a Subscription Renewal product constitutes pre-payment for subscription for the 12 months following the annual payment.
6. Subscription Renewal products automatically renew for 12 month terms following the expiration of the initial 3-year subscription term described above. The Library may cancel a Subscription Renewal product only by notifying Innovative in writing of its intention not to renew at least ninety (90) days prior to the expiration of the initial 3-year subscription term described above. Payment for Subscription Renewal product renewal periods are prepaid, and must be received by Innovative at least thirty (30) days in advance of the new renewal period. Payment for any pro-rated portion of a Subscription Renewal product renewal period is due to Innovative within thirty (30) days of the date of receipt of an invoice from Innovative. Pricing for all Subscription Renewal Product renewals are subject to increase by Innovative.

7. If delivery or installation of any products or services to the Library under this quotation is postponed at the Library's request until a date more than six (6) months after the Quote Effective Date (defined below), the Library will be invoiced the full amount of the purchase order on the date six (6) months after the Quote Effective Date, in advance of delivery or installation of any products or services under this quotation. Innovative also reserves the right to change or increase the pricing of products and services under this quotation under such circumstances.

8. Innovative's Professional Services department will contact the Library's library coordinators within two (2) weeks after receipt of the Library's acceptance of this quotation to schedule delivery or to arrange a meeting to discuss the delivery/installation process and schedule. Service delivery or product installation will usually be scheduled to commence within forty-five (45) days after receipt of the Library's acceptance of this quotation. The Library should expect that completion of service delivery or product installation may take two (2) to three (3) months after commencement.

9. If the Library fails to pay Innovative any sums due under this quotation on a timely basis, Innovative reserves the right to discontinue subscription and/or hosting services, as applicable, until the Library fully pays to Innovative all sums related to restart of the Library's subscription and/or hosting services, as applicable (together, the "Overdue Amount") due to Innovative.

10. The above terms, conditions and quotations are subject to the approval of Innovative's Legal Department.

The last date of signature below is the "Quote Effective Date."

Kathy McCarthy
Customer Sales Consultant
Mccarthy@iili.com
Cell: 608-239-3095

X
Customer signature

Library Name
Library Title

Date:
CONFIDENTIAL PRICE QUOTATION FOR
SACRAMENTO PUBLIC LIBRARY
May 9, 2016

<table>
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<tr>
<th>Product Number</th>
<th>Product Name</th>
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<tbody>
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<td>Subscription Year 2</td>
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<td>Innovative Linked Data</td>
<td>Subscription Year 3</td>
<td>1</td>
<td>$30,128</td>
</tr>
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</table>

**TOTAL YEAR 1 AMOUNT:** $28,125
**TOTAL CONTRACT VALUE:** $87,362
**CURRENCY:** USD

**Subscriptions:** Subscription price above based on 3 year commitment (Start date: TBC/ End date: TBD). Subscription fees to be invoiced annually, starting upon date of installation.

**Product/Service Description**

**Innovative Linked Data Visibility Subscription**

Make your library's collections natively visible and more easily searchable on the Web with Innovative's Linked Data Visibility subscription service. This service regularly exports your bibliographic database, transforms the bibliographic records into Linked Data BIBFRAME resources, creates links across those resources, and publishes the resources in Web native vocabularies like schema.org for Web visibility and discoverability of library content. As users discover resources on the Web, links direct them to the Library's PAC or Discovery Layer for fulfillment (e.g. downloading ebooks, placing a hold, etc.). Updates to the library's content will be made once or twice monthly, as appropriate.

This Linked Data approach library content makes possible native multilingual Web searching and new user experiences like Google's voice-based mobile search app.

Innovative will guide you through the process of exporting the Library's data for transformation with no changes required to existing library processes and workflows.

**Legal Terms & Conditions**

**Add-On Products** ("Add-On Products"): all fees payable within thirty (30) days of the date of receipt of an invoice from Innovative. Library is hereby granted a limited, non-exclusive, non-transferable and non-sublicensable license to use the Add-On Products described in this quotation for library information systems operations. No other license, express or implied, is granted hereunder. This license shall automatically terminate upon Library's failure to make timely payment of monies owed to Innovative as agreed to by the Library.

1. The terms and conditions of this quotation constitute an offer by either Innovative Interfaces Incorporated or Innovative Interfaces Global Limited (as checked above, "Innovative") to sell products and services to the Library, and if accepted by the Library, constitute a legally-binding obligation by the Library to purchase such products and services. Acceptance of this quotation by the Library may be completed by Library's signature of this quotation as provided below; issuance of a purchase order; or any form of acceptance otherwise
recognized by applicable law. The terms and conditions of this quotation are valid for 45 days, and if not accepted by the Library within said time period, shall be deemed automatically revoked.

2. Unless otherwise specified in this quotation, payment terms for the products and services herein are net thirty (30) days from the invoice date.

3. A charge of 3.5% of the total order will be added for all credit card orders/payments over $2000.

4. The terms and conditions of this quotation may be rejected, modified or superseded only by a written agreement mutually signed specifying the rejection, modification or supersession of the terms and conditions.

5. Payment for a Subscription New Installation Product constitutes pre-payment for subscription for the 12 months following the Effective Date.

6. L&M or Subscription Products automatically renew for 12 month terms following the expiration of the initial product term. The Library may cancel a L&M or Subscription Product only by notifying Innovative in writing of its intention not to renew at least ninety (90) days prior to the expiration of the current term. Payment for L&M or Subscription Renewal periods are prepaid, and must be received by Innovative at least thirty (30) days in advance of the new renewal period. Payment for any pro-rated portion of a L&M or Subscription Renewal period is due to Innovative within thirty (30) days of the date of receipt of an invoice from Innovative for the pro-rated term. Pricing for all L&M or Subscription Renewals are subject to increase by Innovative.

7. If delivery or installation of any products or services to the Library under this quotation is postponed at the Library's request until a date more than six (6) months after the Effective Date, the Library will be invoiced the full amount of the purchase order on the date six (6) months after the Effective Date, in advance of delivery or installation of any products or services under this quotation. Innovative also reserves the right to change or increase the pricing of products and services under this quotation under such circumstances.

8. If Library fails to pay Innovative any sums due under this quotation on a timely basis, Innovative reserves the right to discontinue subscription and/or hosting services, as applicable, until Library fully pays to Innovative all sums related to restart of the Library's subscription and/or hosting services, as applicable ("Overdue Amount") due to Innovative.

9. Innovative's Professional Services department will contact the Library's library coordinator within two (2) weeks after receipt of the Library's purchase order to schedule delivery or to arrange a meeting to discuss the delivery/installation process and schedule. Service delivery or product installation will usually be scheduled to commence within forty-five (45) days after receipt of the Library's purchase order. The Library should expect that completion of service delivery or product installation may take two (2) to three (3) months after commencement.

10. The above terms, conditions and quotations are subject to the approval of Innovative Interfaces, Inc.

Contract Administration department.

Kathy McCarthy
Customer Sales Consultant
kmccarthy@ili.com
Cell: 608-239-3095
March 14, 2016

[Signature]

Customer signature

Library Name

Library Title

Date: