
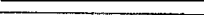


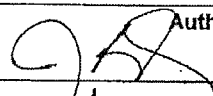
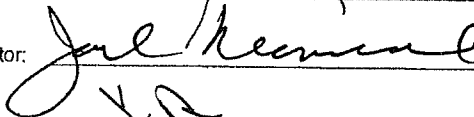
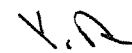
CONTRACT DATA SHEET

PSC Type (check one): New Addendum Sole Source: Yes No

| Contractor Information | |
|--|---|
| 1. Legal Name of Contractor: | <u>INNOVATIVE INTERFACES, INC.</u> |
| 2. Address: | <u>5850 SHELLMOUND WAY</u> |
| 3. City, State, & Zip: | <u>EMERYVILLE, CA 94608</u> |
| 4. Contractor Contact Person: | <u>LITO FRANCO</u> |
| 5. Phone: | <u>1-800-272-3414 EXT 3785</u> Email: <u>LFANCO.iii.com</u> <u>ar2iii.com</u> |
| 6. Revenue Commission Taxpayer ID |  |
| 7. Federal Tax ID # (SSN if sole prop) |  |

| Department Information | |
|-------------------------------------|--------------------------------|
| 8. Requesting Department: | <u>LIBRARY</u> |
| 9. Contact Person Name & Telephone: | <u>BELINDA CATMAN 574-1845</u> |

| Contract Information | |
|---|--|
| 10. Not to exceed amount: | <u>\$ 300,000</u> |
| 11. Are expenses reimbursed? | <u>NO</u> |
| 12. If yes list allowable expenses and maximum amount reimbursable: | _____ |
| 13. Beginning and ending date of the contract: | <u>07/01/2016-06/30/2017</u> |
| 14. Funding Source | <u>GENERAL FUNDS</u> Federal Funds yes no |
| 15. Scope & Purpose of the contract: | REQUEST TO RENEW THE CURRENT CONTRACT FROM JULY 1, 2016 THROUGH JUNE 30, 2017. THIS CONTRACT COVERS MAINTENANCE, SUPPORT, AND PRODUCTS FOR THE INTERGRATED LIBRARY SYSTEM POLARIS. |

| Authorizations | |
|---|---|
| Department Director: | <u></u> Date: <u>5/11/16</u> |
| Purchasing Director: | <u></u> Date: <u>5/16/16</u> |
| County Attorney: | <u></u> Date: <u>5/19/16</u> |
| <i>The County Attorney has written the attached Professional Service Contract or Sole Source Contract and has approved that document as to the legality of the instrument itself only and as to its form.</i> | |

| For Purchasing Use Only | |
|---|----------|
| Contractor is registered and in good standing with the Revenue Commission | <u>✓</u> |
| Human Relations Commission requirements have been met | _____ |
| Insurance requirements have been satisfied | _____ |
| If federally funded, Federal Debarment standing has been verified | _____ |

Attach all justification documentation to this form, along with signed Written Findings Form.

WRITTEN FINDINGS

EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

 X C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.


_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.


Requesting Department Director 8/19/16
Date


OMB/Purchasing Approval 5/16/16
Date

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



To: Purchasing
Office of Management & Budget

From: Jim Blanton, Director
Louisville Free Public Library

Date: May 10, 2016

Subject: PSC-Sole Source for Innovative Interfaces, Inc.

Please accept this memo as justification to process a renewal Sole Source PSC beginning July 1, 2016 through June 30, 2017 with Innovative Interfaces, Inc. This PSC will provide integrated library system maintenance, support, and products for the Louisville Free Public Library. This service was originally bid in December, 2005.

AGREEMENT FOR SOLE SOURCE PURCHASE

THIS CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **LOUISVILLE FREE PUBLIC LIBRARY**, herein referred to as "**METRO GOVERNMENT**", and **INNOVATIVE INTERFACES INCORPORATED** with offices located at 5850 Shellmound Way, Emeryville, CA 94608 herein referred to as "**CONTRACTOR**",

WITNESSETH:

WHEREAS, the Metro Government wishes to purchase annual maintenance and support for the Library's Polaris Integrated Library System; and

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

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

I. SCOPE OF SERVICES

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

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

- 1.** Annual maintenance for the Polaris Integrated Library System. This includes licensing, support and updates for the Polaris server software, staff clients, self-check clients, multi-lingual public access catalog, electronic invoicing, reporting, telephony and email notification systems at the costs as set out in Attachment A of this Agreement.
- 2.** Purchase receipt printers, barcode scanners and other hardware as needed to run the Polaris Integrated Library System and shall be at a cost to the METRO GOVERNMENT as quoted at the time of purchase.
- 3.** Purchase Envisionware's PC Reservation (computer session management) and LPT: One (print management) licensing through Contractor, as well as Envisionware's RFID implementation services and supplies. Purchase licensing for the TDNet e-resource management service through Contractor, at the costs as set out in Attachment A of this Agreement.
- 4.** Purchase other software and/or technology to enhance the Polaris Integrated Library System and shall be at a cost to the METRO GOVERNMENT as quoted at the time of purchase.

II. FEES AND COMPENSATION

A. The Metro Government shall pay Contractor for services rendered and goods supplied as agreed to in writing between the parties and as described on Attachment A attached hereto and fully incorporated herein. The Metro Government has attempted to define a pricing structure for this Agreement, but has found it cannot do so except as described on Attachment A since the market for the goods to be purchased fluctuates and cannot therefore be committed to writing for the term of this Agreement. The Metro Government and Contractor shall therefore agree in writing to pricing and any other terms for each transaction they execute except for the items and services on Attachment A. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)**.

B. Payment shall only be made pursuant to a detailed invoice presented annually, which invoice shall indicate a description of the particular nature of such service. Copies of invoices or receipts for third party charges must be included with the Consultant's invoice when payment is requested.

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

III. DURATION

A. This Agreement shall begin July 1, 2016 and shall continue through and including June 30, 2017.

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

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

IV. RECORDS-AUDIT

Contractor shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Contractor's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Contractor shall include (without limitation): (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

V. INSURANCE REQUIREMENTS

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

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Contractor agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall survive the termination of this Contract.

VII. REPORTING OF INCOME

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

VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of

proceedings relating to this Agreement or any rights or obligations arising thereunder.

Service of process may be accomplished by following the procedures prescribed by law.

IX. AUTHORITY

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

X. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

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

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

or

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

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

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of

employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

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

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

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

XI. ENTIRE AGREEMENT

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

XII. SUCCESSORS

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

XIII. SEVERABILITY

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

XIV. COUNTERPARTS

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

XV. CALCULATION OF TIME

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Contractor is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVI. CAPTIONS


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

XVII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The Contractor shall reveal any final determination of a violation by the Contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 61,136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor. The Contractor shall be in continuous compliance with the provisions of KRS Chapters 61,136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

**APPROVED AS TO FORM AND
LEGALITY CONTINGENT
UPON APPROVAL OF THE
APPROPRIATION FOR
THIS CONTRACT BY THE
METRO COUNCIL**


MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

Date: 9/2/16

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**


JOEL NEAVEILL, DIRECTOR,
PURCHASING DEPARTMENT

Date: 8/19/16

LOUISVILLE FREE PUBLIC LIBRARY


JIM BLANTON, DIRECTOR

Date: 8-18-16

INNOVATIVE INTERFACES INCORPORATED

By: 

Title: General Counsel

Date: 18 Aug 2016

Taxpayer Identification No. (TIN) 

Louisville/Jefferson County
Revenue Commission Account 

ATTACHMENT A

**CONFIDENTIAL PRICE QUOTATION FOR
LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (the "Library")
June 9, 2016**

Maintenance and Subscription Renewal

| Items | Gap Period | Gap Amount | Year 1 of 3 | Year 2 of 3 | Year 3 of 3 | Total |
|---|-----------------|--------------------|------------------------------|------------------------------|------------------------------|---------------------|
| | | | July 1, 2017 - June 30, 2018 | July 1, 2018 - June 30, 2019 | July 1, 2019 - June 30, 2020 | |
| Polaris Software Maintenance | Mar 17 - Jun 17 | \$27,252.48 | \$83,065.66 | \$84,394.71 | \$85,745.04 | \$280,457.89 |
| Syndetic Solutions Subscription | Mar 17 - Jun 17 | \$5,658.53 | \$17,247.20 | \$17,523.16 | \$17,803.53 | \$58,232.42 |
| Envisionware Annual Maintenance | Nov 16 - Jun 17 | \$10,621.71 | \$15,932.56 | \$16,102.51 | \$16,360.15 | \$59,016.93 |
| Net Link Resolver | Nov 16 - Jun 17 | \$2,170.13 | \$3,255.20 | \$3,289.92 | \$3,342.56 | \$12,057.81 |
| Envisionware ECS Staff Terminals (48) | Feb 17 - Jun 17 | \$9,120.00 | \$21,888.00 | \$21,888.00 | \$21,888.00 | \$74,784.00 |
| Envisionware ECS Staff Terminals (26) | Feb 17 - Jun 17 | \$4,940.00 | \$11,856.00 | \$11,856.00 | \$11,856.00 | \$40,508.00 |
| ECS Web Staff System | Feb 17 - Jun 17 | \$75.00 | \$180.00 | \$181.20 | \$184.10 | \$620.30 |
| | | \$59,837.85 | \$153,424.62 | \$155,235.50 | \$157,179.38 | \$525,677.35 |
| Note - ECS Staff Terminals & ECS Web Staff System include pro-rated pricing based on current 3 year agreement with 1.6% added following that. | | | | | | |

**TOTAL CONTRACT AMOUNT: \$525,677.35
YEAR 1 CONTRACT VALUE: \$153,424.62**

CURRENCY: USD

Maintenance and Subscriptions: Subscription price above based on 1 - year commitment from July 1, 2017 – June 30, 2018 (the "Maintenance and Subscription Commitment Term").

IF LIBRARY AGREES TO RENEW THE POLARIS MAINTENANCE AND SUBSCRIPTION SERVICES AFTER THE END OF THE MAINTENANCE AND SUBSCRIPTION COMMITMENT TERM FOR ADDITIONAL YEAR 2 AND YEAR 3, THE LIBRARY SHALL BE CHARGED THE YEAR 2 AND YEAR 3 POLARIS MAINTENANCE AND SUBSCRIPTION SERVICES FEE QUOTED ABOVE.

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 Maintenance and Subscription

Commitment Term. The 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 Quote Effective Date, Library is hereby granted a limited, non-exclusive, non-transferable and non-sublicensable license to subscribe to the 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.

Product & Services Payment Terms:

Maintenance and Subscription:

Gap Period \$59,837.85 due July 1, 2016: All renewal fees payable as of the dates as listed below.

Annual Renewal:

\$153,424.62: Year 1 Maintenance and Subscription due July 1, 2017

Option Years:

\$155,235.50: Year 2 Maintenance and Subscription due July 1, 2018

\$157,179.38: Year 3 Maintenance and Subscription due July 1, 2019

• **Legal Terms & Conditions**

The terms and conditions of this quotation constitute an offer by Innovative Interfaces Incorporated ("Innovative") to sell or license products and services to the Library, and if accepted by the Library, constitutes a legally-binding obligation by the Library to purchase or license 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.

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

Fees included in this quotation exclude taxes. The Library will be responsible for all applicable taxes. **The Library (Metro) is exempt from sales taxes.**

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

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.

Annual payment for a Maintenance and Subscription Renewal product constitutes pre-payment for maintenance and subscription for the 12 months following the annual payment.

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. After Year 3 pricing for all Subscription Renewal Product renewals are subject to increase by Innovative.

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.

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.

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 due to Innovative.


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

The parties have executed this quotation as of the date last written below (the "Quote Effective Date"):



Diane Lewin
Business Director

Date: June 14, 2016

X 

Customer signature

LOUISVILLE/JEFFERSON COUNTY METRO
GOVERNMENT
Library Title

Date:

Discount(s) Approved By: [Click here to enter text](#)
Approver Signature: [Click here to enter text](#)

ATTACHMENT B

I. INSURANCE REQUIREMENTS

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

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

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

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

B. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

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

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

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

II. ACCEPTABILITY OF INSURERS

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

III. MISCELLANEOUS

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2016

8/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|----------------|
| PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Two Embarcadero Center, Suite 1700 San Francisco CA 94111 (415) 568-4000 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED Innovative Interfaces, Inc. 5850 Shellmound Way Emeryville CA 94608 | INSURER A : StarNet Insurance Company | 40045 |
| | INSURER B : Berkley Regional Insurance Company | 29580 |
| | INSURER C : Indian Harbor Insurance Company | 36940 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES 1084520

CERTIFICATE NUMBER: 14225249

REVISION NUMBER: XXXXXXXX

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 | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | Y | Y | TCP7003344 - 12 | 10/1/2015 | 10/1/2016 | 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 - COMP/OP AGG \$ 2,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | NOT APPLICABLE | | | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX |
| B | 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 | N/A | TWC7003345 - 12 | 10/1/2015 | 10/1/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 |
| C | Professional E&O (Claims Made) | N | N | MTP 9030774-01 | 10/1/2015 | 10/1/2016 | \$1,000,000 Each Claim/\$5,000,000 Aggrgatc \$50,000 Retention |

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

The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are Additional Insureds on the captioned General Liability as respects operations of the Named Insured performed relative to the contract.

CERTIFICATE HOLDER

14225249

Louisville/Jefferson County Metro Government
Risk Management Division
611 West Jefferson Street
Louisville KY 40202

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 REPR