

**PURCHASE AGREEMENT BETWEEN THE
CITY OF SOUTH SAN FRANCISCO AND
INGRAM LIBRARY SERVICES LLC**

These terms and conditions govern the purchase of materials, supplies, and/or equipment, including any related installation, training, and/or minor services and repairs described in this Purchase Agreement (“Purchase Agreement”) by Ingram Library Services LLC (“Vendor”) for the City of South San Francisco (“City”). Vendor and City are collectively referred to in this Purchase Agreement as “the Parties.” If the Vendor selects subcontractors to execute a portion of the terms of this Purchase Agreement, that subcontractor is an agent of the Vendor, and is hereby included by reference as “the Vendor.”

1. Time of Performance. This Purchase Agreement shall commence effective June 1, 2023 and shall end by June 30, 2025. In the event that any of the terms of Exhibit A conflict with this Purchase Agreement, the terms of the Purchase Agreement shall prevail.
2. Description of Goods. Vendor shall perform everything required to be performed and shall provide and furnish to City with library materials as described in Exhibit A and shall complete delivery to the City of South San Francisco in strict accordance with the specifications as established by this Purchase Agreement and Exhibit(s), which specifications are incorporated herein and made part of this Purchase Agreement.
3. Description of Purchase. The City hereby agrees to pay Vendor for the Products and/or Services with a not to exceed amount. The total compensation for Products and/or Services performed under this Purchase Agreement is **not to exceed three hundred thousand dollars (\$300,000)**. The City shall pay Vendor invoices for Products and/or Services actually delivered in accordance with this Purchase Agreement. To be eligible for payment, Vendor invoices must itemize the Products and/or Services delivered and the corresponding prices in accordance with this Purchase Agreement. Payment of Vendor invoices does not constitute acceptance of Products and/or Services delivered. Prices of Products and/or Services delivered that are not in accordance with this Purchase Agreement are subject to adjustment. In no event will the prices of Products and/or Services delivered exceed that specified on this Purchase Agreement. Payments shall be subject to adjustment for defects in quality or failure of Vendor to meet terms and conditions herein and in Exhibit A. Such adjustments shall be equal to one hundred percent (100%) of City’s costs to correct such defects or Vendor’s failure to meet Purchase Agreement requirements.
4. Taxes. Vendor shall pay all applicable federal, state and local taxes, which may be chargeable against the delivery of the Products and/or Services listed herein.
5. General Warranties and Product Compliance. Vendor warrants that: (A) All Products and/or Services are as described on this Purchase Agreement conform to all drawings, samples, descriptions and specifications contained in Exhibit A; (B) All Products and/or Services delivered are new and of good merchantable quality, free from material defects of workmanship and fit for the purpose for which sold or provided; (C) Vendor has good title to all Products delivered and all Products delivered are free from liens and other encumbrances; and (D) Vendor's delivery and installation of the Products and/or Services will be in strict conformity with all applicable local, state, and federal laws. For purposes of this warranty, any Products or components not meeting the foregoing quality shall be deemed defective. The foregoing warranty provisions shall also be applicable to equipment or materials provided by a third-party entity to Vendor via this Purchase Agreement.

Vendor also expressly warrants and guarantees, as noted in Exhibit A, for Lifetime the Products furnished by it to City shall be free from breakage or defects of material and workmanship under normal use, service and maintenance from the date of acceptance of the City, and expressly agrees to repair or replace Products and/or Services or any part thereof which proves defective as a result of inferior or defective materials, equipment or workmanship. If within the period stated above, any repairs or replacements in connection with the Products and/or Services are, in the opinion of the City, rendered necessary as a result of the use of inferior or defective materials, equipment or workmanship, Vendor agrees on receipt of notice from City and without expense to the City, for freight, parts or labor, to properly repair, replace or correct any and all such defects therein. If Vendor, after such notice, fails to proceed promptly with the terms of this warranty and guarantee, the City may perform the work necessary to effectuate such corrections, repairs and replacements, and recover the cost thereof from Vendor.

6. Damage to City Facilities. Damage to City or public facilities or private property caused by the Vendor or by its subcontractors during delivery or installation shall be repaired and/or replaced in kind at no cost to the City.
7. Site Safety and Cleanup. The delivery and installation site shall be kept clean and free of hazards at all times during installation. After installation is completed at the site, Vendor shall clean the surrounding area to the condition prior to installation.
8. Final Inspection and Work Acceptance. Finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the City.
9. Indemnity. To the fullest extent permitted by law, Vendor shall indemnify, defend (with counsel acceptable to the City), and hold harmless the City and its elected and appointed officers, officials, employees, agents, contractors and consultants (collectively, the "City Indemnitees") from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorneys' fees and costs of litigation) (collectively, "Liability") of every nature arising out of or in connection with the delivery and installation of the Products and/or Services described on this Purchase Agreement or Vendor's failure to comply with this Purchase Agreement, except such Liability caused by the gross negligence or willful misconduct of the City Indemnitees.
10. Insurance. Before beginning any installation work and continuing throughout the term of this Purchase Agreement, Vendor, at its sole cost and expense, furnish the City with certificates of insurance evidencing that Contractor has obtained and maintains insurance in the following amounts:

A. Workers' Compensation that satisfies the minimum statutory limits.

B. Commercial General Liability and Property Damage Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, TWO MILLION DOLLARS (\$2,000,000) annual aggregate, for bodily injury, property damage, products, completed operations and contractual liability coverage. The policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the Vendor, its personnel, agents or subcontractors.

C. Comprehensive automobile insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles.

All insurance policies shall be written on an occurrence basis and shall name the City Indemnitees as additional insureds with any City insurance shall be secondary and in excess to Vendor's insurance. If the Vendor's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

The City Risk Manager, in writing, may approve a variation in the foregoing insurance requirements. A valid and executed approval by Risk Manager must accompany this Purchase Agreement for a variation to be binding.

11. Prevailing Wage. Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Purchase Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, *et seq.* Each laborer, worker or mechanic employed by Vendor or by any subcontractor shall receive the wages herein provided for. The Vendor shall pay two hundred dollars (\$200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Vendor to each worker.

An error on the part of an awarding body does not relieve the Vendor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775. The City will not recognize any claim for additional compensation because of the payment by the Vendor for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Vendor.

A. Posting of Schedule of Prevailing Wage Rates and Deductions. If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Vendor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

B. Payroll Records. Each Vendor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Vendor in connection with the public work. Such records shall be certified and submitted weekly as required by Labor Code Section 1776.

12. Payment of Employment Taxes; Tax Withholding. Vendor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. To be exempt from tax withholding, Vendor must provide City with a valid California Franchise Tax Board form 590 ("Form 590"), as may be amended and such Form 590 shall be attached hereto and incorporated herein as Exhibit B. Unless Vendor provides City with a valid Form 590 or other valid, written evidence of an exemption or waiver from withholding, City may withhold California taxes from payments to Vendor as required by law. Vendor shall obtain, and maintain, on file for three (3) years after the termination of this Agreement, Form 590s (or other written evidence of exemptions or waivers) from all subcontractors. Vendor accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Vendor's withholding duty to City upon request.
13. Termination. In addition to all other legal and equitable rights of the City, the City may terminate this Purchase Agreement upon notice to the Vendor. If the City terminates this Purchase Agreement, the City will pay the Vendor for Products and/or Services accepted in accordance with this Purchase Agreement prior to the date of termination.
14. Prevailing Party. In the event that either party to this Purchase Agreement commences any legal action or proceeding (including but not limited to arbitration) to interpret the terms of this Purchase Agreement, the prevailing party in such a proceeding shall be entitled to recover its reasonable attorney's fees associated with that legal action or proceeding.
15. Notice. All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Vendor: Ingram Library Services, LLC
One Ingram Blvd.
La Vergne, TN 37086-1986

City: City Clerk
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

16. Assignment, Governing Law. The Vendor may not assign any of Vendor's obligations under this Purchase Agreement without the City's prior written approval. This Purchase Agreement is governed by California law. The jurisdiction for any litigation arising from this Purchase Agreement shall be in the state of California, and shall be venued in the County of San Mateo.
17. Severability. If any portion of this Purchase Agreement is held invalid, the Parties agree that such invalidity shall not affect the validity of the remaining portions of this Purchase Agreement.
18. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties. This Purchase Agreement may be modified or amended only by a subsequent written agreement signed by both Parties.

19. Execution in Counterpart. This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

CITY OF SOUTH SAN FRANCISCO
A Municipal Corporation

VENDOR

By: _____
City Manager

By: _____

Approved as to Form:

City Attorney

2729963.1

DRAFT

EXHIBIT A
SCOPE OF SERVICES

Discount Schedule

Book Discounts	Discount %
Trade Hardcover	43.0%
Trade Quality Paperback	40.0%
Mass Market Paperback	40.0%
Short Discount/Non-Trade Titles*	10%-35.0%
Library Bindings	18.0%
University Press	10.0%
Spoken Word Audio CD (Trade)	45.0%
Spoken Word (Non-Trade)	5.0%
Net Titles	0.0%

Definitions of Binding Types and Presses

Discounts are applied to the publisher's current list price. Prior to placing an order, the Library can determine estimated discounted pricing for an entire list by utilizing the Price this List feature on ipage®.

In determining which titles receive less than full trade discounts, Ingram categorizes books for pricing purposes by considering the binding, cost of acquisition, general marketing categories, publisher's discount, and other factors as defined by the Definitions of Binding Types and Presses provided. Ingram reserves the right to be the sole and final determinant of the pricing category.

- Trade Hardcover: High demand fiction and nonfiction books published with a glued binding and a hardcover. These titles are typically for the general consumer and produced by widely distributed publishers. Trade bindings may also be referred to as retail trade editions, trade books, hardbound books, hardback books, cloth bound books or cloth cover books. Publishers normally produce these titles in larger print runs. *
- Quality Paperback: High demand fiction and nonfiction books with paper covers and generally no size restriction. Any illustrations or graphics may be placed throughout the book; both paper and printing are high quality. These titles are typically for the general consumer and produced by widely distributed publishers. This binding may also be referred to as trade paper or trade paperback. *
- Mass Market Paperback: High demand books with paper covers that are produced in a size to fit a standard retail store display and generally deal with subjects of mass appeal. Any illustrations are grouped together in one section of the book. *
- Library Bindings: Books of higher quality publisher bindings, usually fanned and glued, and may also be sewn. Books may be identified as Library Bindings on ipage®.
- University Press: The binding types may vary for these titles (i.e., Hardcover and/or Paperback), but all are published by a University Press.

- Short Discount/Non-Trade: Lower demand, small print-run books in various bindings, and includes graphic novels, legal, technical, reference, scientific, and medical titles as defined by Ingram subject categories. Titles are generally published by small or university presses. Also included are print and audiobook titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram's purchasing requirements. Ingram is pleased to make this broad base of titles available to our customers with no service charges.
- Large Print: Ingram does not recognize large print as separate binding type for discount purposes. Large print titles receive discounts according to binding/press assigned to the ISBN ordered as outlined above.
- Graphic Novels: A narrative work in which the story is conveyed to the reader using comic form. The term is employed in a broad manner, encompassing nonfiction works and thematically linked short stories as well as fictional stories across several genres.
- Picture Books, Board Books, Easy Readers, and Big Books: These juvenile genre categories are not discounting categories used by Ingram. These books will receive the discount appropriate to the specific binding/press ordered as outlined above. We estimate that at least 80% would receive the full trade discount.
- Prebound Books: Paperback books bound into a hardback edition. Our inventory also includes over 17,500 prebound titles from Perfection Learning and San Val (Turtleback Books), and are identified on ipage® as Prebound-Sewn or Prebound-Glued
- World Language Materials: Ingram does not recognize Spanish language (or any world languages) as a discounting category. These books will receive the discount appropriate to the specific binding/press ordered as outlined above.
- Spoken Word Audio: Audiobooks produced for the general consumer and dealing with subjects of mass appeal. Spoken Word audio may be abridged or unabridged and are generally sold by publishers at full trade discounts, however some titles may be short discounted by the publisher. Ingram does not differentiate between MP3 CD and Audio CD formats for discounting purposes.
- Book and spoken word audio kits will receive discounts based upon classification of the title, typically by the publisher, as a book or as a spoken word audio. If classified as a book, it will receive the discount appropriate to the specific binding/press assigned to the ISBN ordered.
- DVD and Blu-ray: Currently, Ingram provides pre-recorded titles in these categories under a single discount. However, should a new format of DVD emerge in the industry for which studios apply different purchasing terms, Ingram will notify the Library of the discount applicable to that new format.
- Net: Low demand, small print run books in various binds and categories upon which Ingram receives minimal or no purchase discount. This category of book will receive a 0% discount. Ingram is pleased to make this broad base of titles available to our customers with no service charges.

Shipping & Fulfillment

- Freight Terms: We are pleased to offer Ingram-paid freight from your designated primary distribution center on shipments of 15 units or more. We hold orders from your primary distribution center until a minimum quantity of 15 units is met. Shipments of 15 or more units from your secondary distribution center qualify for free freight, but we charge a flat \$6.00 shipping fee on shipments of fewer than 15 units. The flat fee amount and/or qualifying unit quantity is subject to change with notice. Ingram chooses the most cost-effective shipping method but uses UPS ground service to transport most of Ingram's goods. Ingram reserves the right to adjust distribution center designations to provide the most favorable service to your Library. Orders ship FOB Destination. Ingram defines FOB Destination as Ingram being responsible for the products until they are delivered to the library. Once the items have been delivered, liability lies with the receiving agency.

- When freight charges on an individual account surpass 2.5% of the account's expenditures, Ingram reserves the right to change the shipping settings under this offer. Changes to account settings such as one warehouse for shipments or shipment timetables and order consolidation levels are examples of such alterations. We work closely with the Library to ensure that any changes are in the best interests of both parties. Due to the impact of rising oil prices, Ingram has instituted a \$3.00 fuel surcharge. This charge is subject to change with notice. These charges will appear as a Shipping and Handling charge on your invoice.
- Payment terms under this contract shall be NET 30 EOM. We require payment for invoices within these terms for purchase orders completed or not completed.
- Returns Policy. Ingram's Returns policies provide prompt and efficient resolution for reporting and returning materials received damaged, defective, or shipped in error.
- Unprocessed Print Material. Under the Hassle-Free Returns Policy, libraries can return any unprocessed book received damaged or unsuitable, whether due to Ingram or customer error. Unprocessed materials may be returned up to 60 days after invoice date. The library should include a copy of the Hassle-Free Returns form (found on the back of packing slip or printed from ipage) in each carton shipped to Ingram.
- A return authorization number is not required for unprocessed print material
- Vendor will not charge a restocking fee for items returned in accordance with Hassle Free Returns Policy.
- Product with Defects. There is no timeframe for returning product received with publisher defects. These defects include the following:
 - Missing pages
 - Contents out of sequence
 - Books bound upside down
 - Contents different from that indicated on the cover/title
 - Ink or printing issues
 - Crooked pages
 - Blank pages
 - Malfunctioning disc
 - Item received with missing or incorrect disc(s)
- Please note that due to wear and tear circulation can cause, we accept books with broken bindings for up to 60 days after the invoice date
- Processed Materials. Items with cataloging or processing per Library's specifications are no longer in resalable condition and, therefore, are returnable only due to Ingram error or if received in defective or damaged condition. To allow Ingram to investigate and resolve the issue in a timely manner, we ask the Library to report cataloging and processing errors as soon as possible. Processed material returns require return authorization from our Customer Care Department. To request authorization, please call (800) 937-5300 Ext.2766
- Audiovisual Materials. Customers can return unprocessed audiovisual materials received damaged or defective or shipped due to Ingram error up to 60 days after invoice date. Audiovisual returns require return authorization from our Customer Care Department. To report defective or damaged product and request authorization, please call (800) 937-5300 Ext.27665.
- Playaway® accepts return of defective products within one year of invoice date. The Library must contact Playaway directly for return information.

- Ingram recognizes that individual discs in a multi-disc title may be lost or damaged after the title is in circulation. Replacements for discs lost or damaged after receipt from Ingram may be available directly from the title's publisher. For example, Brilliance Audio Library Edition audiobooks offers a guarantee of free disc and vinyl case replacements. You can obtain publisher contact information for every title in ipage at your convenience, 24 hours a day, 7 days a week.
- Non-Returnable Materials. Each publisher decides whether their product is non-returnable. Publishers may determine this on a product-by-product or binding-by-binding basis, or as items go out of print. Non-returnable items are indicated on ipage. Ingram cannot accept return of any product we do not stock or did not provide.
- Items Damaged in Shipping. We ask the Library to always accept delivery of materials damaged in transit. Library staff should note product impairment on the carrier delivery receipt and then call our Customer Care Department for return instructions.
- Overstock Returns. We handle returns of unprocessed materials sent after the 60-day window as Overstock Returns: Overstock returns for libraries may not exceed 10% of purchases made during the preceding 12 months. Overstock returns are subject to a 10% restocking fee. All product returned to Ingram must be in a marketable condition. Therefore, we cannot accept return of processed items as overstock returns. Ingram reserves the right to send back, at the Library's expense, all products returned to Ingram not in resalable condition.
- Hard to Find Books Alibris Returns Policy. If dissatisfied for any reason with a book purchased through our Hard-to-Find Book program, you may return your purchase to the Alibris distribution center within 30 days for a full refund of purchase. Ingram reimburses shipping costs for returns when the book's condition is not as described on ipage.
- Claims. Please notify Ingram if you do not receive an anticipated publication or if an order is short shipped. If an order is shipped but not delivered, claims will be directed to Customer Care to ensure we track your order and issue credits or replacements as quickly as possible. Please note that anticipated publications may have delayed release dates, which will appear in ipage.
- Provide multiple accounts based on service specifications to be determined by the Library.
- Provide same terms to be applied to all accounts.
- Vendor ability to accept electronically transmitted orders.
- Ship complete orders per Library instruction, partial shipments accepted.
- Vendor has the ability to provide at least 95% fulfillment rate on orders placed for in-print books, including those with processing as described in Provision B, C & D.
- Vendor will provide confirmation of status report available immediately upon electronic transmission of order.
- Vendor will provide email notification of publication changes - title, publication date, publisher, etc.
- Separation of invoices corresponding to single accounts (will not mix accounts on an invoice). Itemized list of services provided.
- Ability for Library to determine cancellation cycle with guaranteed return for credit of titles shipped after cancellation.
- Project Manager assigned to library account to oversee all aspects of customer care.
- Toll free phone number and email for customer service including: invoice/billing inquiries, special orders/problems.
- Sales representative assigned to Library.

- Provide ongoing training for Vendor services offered. No additional charges for training.
- Ensure shelf-ready materials delivered before the item release date to be placed in circulation on the release/street date.
- Vendor “Street Smart” program details: Ingram understands the importance of getting high-visibility titles in the hands of Library patrons as soon those titles appear in local bookstores. Titles designated as part of our Street-Smart program include any upcoming new releases with publisher-assigned release dates. Working within publishers’ parameters, Ingram configures the Library’s account so the Library receives Street Smart titles on or before their release dates. To receive Street Smart designated titles on or before the release date, the Library should complete a signed affidavit agreeing not to display, circulate, or sell for advanced reading a title before its publisher-assigned release date. Without this agreement, Ingram cannot ship Street Smart titles until one day prior to the publisher’s release date, in accordance with our own agreements with publishers.
- Fill Rate. Ingram’s senior and executive leadership continually monitors fill rate reports across all market segments. Ingram Library Services is proud that our initial fill rates are typically 85-90%, with a fill rate of 95 to 100% shipped or reported within 90 days, on items listed in Ingram’s database. We periodically monitor fill rates for specific libraries, and we have programming in place to accurately calculate fill rate for any customer upon request. Note that our fill rate includes over 16,000,000 available titles.
- Print
 - 91.78 % shipped at time of initial order
 - 98.92 % shipped in 60 days
 - 99.02 % shipped in 90 days
- Spoken Word
 - 92.53 % shipped at time of initial order
 - 99.30 % shipped in 60 days
 - 99.44 % shipped in 90 days
- Specific Numbers for DVD/Blu-ray
 - 77.85 % shipped at time of initial order*
 - 97.25 % shipped in 60 days
 - 97.60 % shipped in 90 days
- Ingram’s average fulfillment rates listed above are for in-print library material. We calculate fill rates for Ingram public library customers and for items available through Ingram at the time of order, excluding items unavailable from the publisher at the time of order.

Collection Development

- Vendor will include online collection development software with sufficient logins (minimum of 15) for library needs at no extra cost. City will be provided a free subscription to ipage, which offers libraries easy-to-use ordering capabilities and other features at no cost for unlimited concurrent users.
- Ability to create a cart or a list of titles and for library staff to add notes to specific titles on the lists for internal library use (for example, to indicate title was requested by patron xyz).
- Collection Development Services. Vendor offers a wide range of complimentary Collection Development services, branded as iCurate. Grouped into five overarching services, they reflect the work of MLS-degreed

librarians rather than canned lists and automated queries. Vendor's Collection Development Librarians have built and daily maintain a proprietary database with value-added data, such as diverse title distinctions, assigned genre, and state interest, along with the more standard metadata.

- iCurate Complimentary: Curated Lists. iCurate Complimentary includes thousands of hand-selected lists available without charge to customers on ipage in the Curated Lists tab. These lists are broken down into Adult, Children's, Teen, Audiovisual, Award & Noteworthy, and K12 and updated regularly: weekly, monthly, quarterly, or annually, depending on type of list.
- iCurate Complimentary: Standing Order Programs/New Title Notifications. The Ingram Collection Development department curates, maintains, and manages 22 Standing Order Programs to help libraries easily track and order forthcoming titles from bestselling authors for all ages; Easy Reader series, Fiction, Nonfiction, and Graphic Novel series for all ages; Nonfiction and Travel Continuations; ReviewALERTS Programs for Adult and Youth; hand-selected Programs for Board Books, Picture Books, Adult & Youth Nonfiction, paperback original Adult Fiction, and mass market genre Fiction; a popular video Program; an awards & state lists Program; and Ingram's proprietary build-your-own Standing Order Program, iSelect®
- Programs—Adult
 - Author Fiction (Adult)—Provides the latest hardcover (and large print & audiobook) releases from customer-selected bestselling adult Fiction authors—our most popular Program. Program runs twice a month and includes titles up to 6 months prepublication.
 - Forthcoming Popular Nonfiction (Adult)—Provides the best forthcoming Nonfiction titles each month, customizable by Dewey® Century and hand-selected by our expert librarians. Offers options for large, medium, and small libraries. Program runs monthly and includes titles up to three months prepublication
 - Inspirational Fiction (Adult)—Includes the most in-demand trade paperback Fiction titles by customer-selected bestselling
 - Inspirational Fiction authors. Program runs twice a month and includes titles up to six months prepublication.
 - Mass Market Genre Fiction (Adult)—Gives customers the top five new titles each month in the Fiction genres they select, including: African American; General Fiction A, B, & C; Mystery A, B, & C; Romance A, B, C, D, & E; Speculative Fiction; and Westerns. Program runs once a month and includes titles up to two months prepublication.
 - Nonfiction Continuations (Adult)—Provides timely notification of regularly updated Nonfiction titles in a variety of subject areas from atlases to writing handbooks. If you don't want to receive a title every time a new edition releases, you can select a desired cycle. Program runs twice a month and includes titles up to four months prepublication.
 - Nonfiction Series (Adult)—Provides the latest series Nonfiction geared toward adults, including "For Dummies" and hundreds of others. Program runs twice a month and includes titles up to three months prepublication.
 - Paperback Original Fiction—Provides notification of the original trade paperbacks (20/month or 40/month) forecasted to have the highest demand. Program runs once a month and includes titles up to two months prepublication
 - Popular Series (Adult)—Sends customers list of the newest and hottest titles from the popular adult Fiction series the customer selects. Program runs once a month and includes titles up to three months prepublication.
 - ReviewALERTSM (Adult)—Notifies customers of book reviews in their selected journals (Booklist, Kirkus, Library Journal, Publishers Weekly); can be limited by Dewey® Century, Fiction, and Graphic Novels to save time, as well as starred reviews, unstarred reviews, and all reviews. Program runs twice a month.

- Travel Continuations (Adult)—Offers a flexible method of receiving regularly updated travel guide titles. If you don't want to receive a title every time a new edition releases, you can select a cycle. Program runs twice a month and includes titles up to four months prepublication.
- Programs—Youth
 - Author/Illustrator (Children's)—Offers the newest titles by bestselling children's authors and illustrators (ages 0-12). Program runs twice a month and includes titles up to six months prepublication.
 - Author (Teen)—Offers the newest titles by bestselling YA authors (ages 12-17). Program runs twice a month and includes titles up to six months prepublication.
 - Easy Reader (Youth)—Sends notification of the newest titles from customer-selected leveled beginning reader series. Program runs twice a month and includes titles up to three months prepublication.
 - Nonfiction Series (Youth)—Provides the latest series Nonfiction geared toward youth, including DK Eyewitness Books and hundreds of others. Program runs twice a month and includes titles up to three months prepublication.
 - Picture and Board Books—Offers the best upcoming Picture Books and Board Books. Hand-selected by a children's librarian, this Program offers 25 or 50 Picture Books and 10 or 20 Board Books. Program runs once a month and includes titles up to three months prepublication.
 - Popular Nonfiction (Youth)—Offers the top hand-selected titles in Easy Nonfiction (10 titles), Juvenile Nonfiction (15 titles), and/or YA Nonfiction. Program runs once a month and includes titles up to three months prepublication.
 - Popular Series (Youth)—Sends customers lists of the newest titles from popular youth Fiction series. Program runs twice a month and includes titles up to three months prepublication.
 - ReviewALERTSM (Youth)—Notifies customers when titles receive a review in their selected journals (Booklist, Bulletin of the Center for Children's Books, Horn Book Magazine, Kirkus, Publisher's Weekly, School Library Journal); can be limited by industry standard age ranges and Graphic Novels and starred reviews, unstarred reviews, and all reviews to save time. Program runs twice a month.
 - Programs—For All Ages Awards* Book Clubs* State Lists—Offers new award winners and honor books, major book club picks, and state lists. Program runs the day after books are awarded/announced.
 - Graphic Novel (Adult & Youth)—Features expertly hand-selected and age-ranged Graphic Novel series. Program runs twice a month and includes titles up to three months prepublication.
 - iSelect®—Ingram's own build-your-own Standing Order Program includes BISAC subject categories and sub-categories selected by the customer and is based on Ingram buy level; can also be filtered to view or exclude titles from specific publishers. Program runs every Sunday.
 - Popular Video (Adult & Youth)—Provides weekly notification of the latest blockbusters, independent films, foreign films, classics debuting on DVD, TV series (Youth), TV series (Adult), TV movies/mini-series (Youth), TV movies/mini-series (Adult), documentaries, anime, and family film on DVD, Blu-ray, DVD/Blu-ray combo, and Blu-ray 3D. Program runs every Thursday. Pricing: Complimentary
- Vendor website provides electronic real-time web-based interface to its inventory and warehouse availability: including the ability to show quantities of items in stock; on order by warehouse location; pre-pub; out-of-stock; out of print and "apply direct" titles; on order or in other carts by other staff.

Cataloging

- Provide full MARC 21, Level K or higher records for all items, including pre-pub materials, brief MARC not accepted, from OCLC. Vendor provides access to full-level MARC records through BookMARC, the proprietary Ingram cataloging database.
- Ability to catalog materials to library specifications; including customized MARC 21, Level K, records with item level 949 fields. Vendor will provide customized marc records, including item level 949 fields.
- Ability to fulfill customized spine label cutting instructions in an electronic order that override standard spine label cutting instructions. Vendor has the ability to receive and implement customize spine label instructions. If the library anticipates the need to stray from their standard cutting instructions, Vendor suggests sending call number information for all titles ordered in every order to ensure delivery of error-free customer shelf-ready materials.
- Ability to assign Dewey call numbers according to Library specifications/ customizations. Vendor offers the ability to create Dewey call numbers according to local practices.
- Ability to overlay catalog full MARC 21, Level K, records over brief acquisition records in ILS. Vendor can supply full MARC records to customers from our BookMARC system via FTP or email. Many of our customers prefer to have their MARC records delivered via ipage. Ingram will include the library's overlay match point in the marc records.
- Ability to send item records. Vendor sends item records attached to marc bibliographic records. We will include the library's overly match point in the marc records. The library is encouraged to work with their ILS vendor to establish a load table profile that would only download holding information for titles already in the library's database.

Processing

- Print materials processing
 - Clear plastic mylar jackets. Vendor supplied. Only for hardcover books with dust covers. These will be taped not glued. \$0.99
 - RFID tag Customer Inside back cover, staggering, ¼" left from the spine. Vendor to apply tag \$1.04
 - Barcode (No duplicate barcodes on any materials.) Customer supplied. Upper right-hand corner of fly leaf page. \$0.38
 - Barcode protector. Vendor supplied. Over barcode, only for board books and library bond books \$0.25
 - Spine label. Vendor supplied. 1 x 1½ white label with a call number and / or cutter, on spine of dust cover or book, under adhesive plastic or jacket cover. \$0.33
 - Spine label protector. Vendor supplied. Over spine label, only for items with no clear plastic jackets, only for board books, paperback, and library bond books \$0.25
 - Date stamp. Vendor supplied. BLACK INK stamp the current date below barcode \$0.25
 - Ownership. Vendor supplied. Sticker applied based on which branch item belongs. Affix on top left of inside of fly leaf page about ¼" from spine 0.33
 - HUB Label library name. Vendor supplied. Attach to any CDs or DVDs. \$0.40

- Clear CD/DVD pocket. Vendor supplied. Use only if item not attached then, place on inside back cover, centered, if pertinent information is on inside back cover, move to back flyleaf or back of last page. Do not overlap with RFID tag \$2.59

- Audiobook materials processing
 - Encoded RFID Tag. Customer supplied. Attach on inside of back cover All materials \$1.04
 - Property label. Customer supplied. Placed on inside left bottom of case cover All materials \$0.38
 - Repackaging. Vendor supplied. Repackage into standard DMP cases \$3.80
 - Barcode Customer supplied. Front of graphic, top banner, upper right corner All materials \$0.38
 - Branch Label. Vendor supplied. Front of graphic bottom right of barcode label. All materials \$0.33
 - Spine label. Vendor supplied. Spine of graphics, flush with the bottom edge 1. Omit punctuation. 2. Spell out numbers and exponents 3. Cutter with 1 letter for fiction, and Dewey Decimal plus one letter for author for non-fiction. Exception: Biographies should have 3 letters of the last name for the subject of the biography. \$0.33
 - Look for Label (2 or more discs). Vendor supplied. Top banner, front graphics, lower left corner Only for 2+ disc sets \$0.40

- DVD processing
 - Round property tag on disc. Customer supplied. Center of disc; for multi discs item, place tag on middle number discs All materials \$3.29
 - If it is a double-sided disc, use the donut HUB. Customer supplied. Center of disc All materials \$3.50
 - Repackaging. Vendor supplied. Repackage into standard cases for DVD \$3.00
 - Barcode. Customer supplied. Front right top All materials \$0.38
 - Spine label. Vendor supplied. Place on spine of the DVD, top centered 1 x 1½ white label \$0.33
 - Look For! Label. Vendor supplied. Apply to front left lower corner Only for 2+ disc sets \$4.25
 - Branch label. Vendor supplied. Three letter owning branch code placed right side bottom of art cover. Size 3/4" x 1/2" \$0.33
 - Encoded square RFID Tag/ Stingray tag. Customer supplied. Inside back of cover. Stingray tag – placed on single disc. Multiple discs, - place on middle numbered disc All materials \$1.29

- CD processing
 - If it is a double-sided disc, use the donut HUB. Customer supplied. Center of disc All materials \$0.40
 - Repackaging. Vendor supplied. Repackage into standard DMP cases \$3.00

- Barcode. Customer supplied. Front upper right All materials \$0.38
- Spine label. Vendor supplied. Front, upper left Size $\frac{3}{4}$ x 1 \$0.33
- Look For! Label. Vendor supplied. Apply to lower left corner Only for 2+ disc sets \$0.33
- Branch label. Vendor supplied. Three letter owning branch code placed right bottom of case Size $\frac{3}{4}$ x $\frac{1}{2}$ " \$0.33

DRAFT

EXHIBIT B
INSURANCE CERTIFICATES

DRAFT