

**GOODS PURCHASE AGREEMENT
BETWEEN
THE CITY OF SAN BERNARDINO
AND
INGRAM LIBRARY SERVICE**

This Goods Purchase Agreement (“Agreement”) is entered into as of July 1, 2025 (“Effective Date”), by and between the City of San Bernardino (a charter city and municipal corporation organized under the laws of the State of California with its principal place of business at Vanir Tower, 290 North D Street, San Bernardino, California 92401) (“City”), and Ingram Library Service (a Tennessee limited liability company with its principal place of business at One Ingram Boulevard, La Vergne, Tennessee 37086-1986) (“Supplier”). City and Supplier are sometimes individually referred to as “Party” and collectively as “Parties”.

RECITALS

A. City has a need for Supplier’s customized library outsourcing services to support the City’s collection development, acquisitions, cataloging, and physical processing needs (“Customized Library Services”); and

B. The City of Mission Viejo (“Mission Viejo”) published a request for proposals for Customized Library Services on April 30, 2024; and selected the Supplier; and

C. Supplier entered into agreement with Mission Viejo dated July 1, 2024 (“Master Agreement”), for the purpose of providing Customized Library Services as set forth in Exhibit D (attached hereto and incorporated herein by reference); and

D. Public Contract Code Section 10298(a) provides for the “piggybacking” or intra-government purchasing using another public agency’s agreement; and

E. City’s Resolution No. 2023-020 dated January 18, 2023, approved and adopted the City’s Purchasing Policy and Procedure Guide (“Purchasing Policy”), which authorizes the City to engage in cooperative purchasing for goods or services as a third-party agency piggybacking on another agency’s competitively bid agreement pursuant to Section V(b) (Cooperative Purchases) of the Purchasing Policy; and

F. Mission Viejo authorized the City to piggyback off the Master Agreement via a notification submitted by electronic mail on March 31, 2025; and

G. The Parties desire to enter into this Agreement to enable the City to piggyback off the Master Agreement for the Customized Library Services.

AGREEMENT

Section 1. DEFINITIONS

A. "Goods" means all machinery, equipment, supplies, items, parts, materials, labor, or other services (including design, engineering, and installation services) provided by Supplier as specified in Exhibit A (Goods and Specifications) (attached hereto and incorporated herein by reference).

B. "Delivery Date(s)" means that date or dates upon which the Goods is to be delivered to City ready for approval, testing, and/or use as specified in Exhibit B (Delivery Schedule) (attached hereto and incorporated herein by reference).

Section 2. MATERIALS AND WORKMANSHIP

When Exhibit A specifies machinery, equipment, or material by manufacturer (model or trade name), no substitution will be made without City's written approval. Machinery, equipment, or material installed in the Goods without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment, or materials are referred to in Exhibit "A" as equal to any particular standard, City will decide the question of equality. Supplier will furnish City with the name of the manufacturer, the performance capabilities, and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment, and material to be incorporated in the Goods when requested by City. Material samples will be submitted at City's request.

Section 3. INSPECTIONS AND TESTS

City shall have the right to inspect and/or test the Goods prior to acceptance. City may reject the Goods (without prejudice to any other rights or remedies) or exercise any of its rights under Section 4.C if (upon inspection or testing) the Goods or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A". The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City's right to reject nonconforming goods; provided however that City shall notify Supplier of a rejection of nonconforming goods or revocation of acceptance thereof, and specify with particularity any defect in nonconforming goods after rejection or acceptance thereof within sixty (60) days of the invoice date.

Section 4. WARRANTY

A. Supplier warrants that the Goods will be of merchantable quality and free from defects in design, engineering, material, and workmanship for a period of two (2) years; or such longer period as provided by a manufacturer's warranty or as agreed to by Supplier and City from the date of final written acceptance of the Goods by City as required for final payment under Section 7. Supplier further warrants any services provided in connection with the Goods will be performed in a professional and workmanlike manner, and in accordance with the highest industry standards.

B. Supplier further warrants that all machinery, equipment, or process included in the Goods will meet the performance requirements and specifications specified in Exhibit A and shall be fit for the purpose intended. City's inspection, testing, approval, or acceptance of any such machinery, equipment, or process will not relieve Supplier of its obligations under this Section 4.B.

C. If City selects repair or replacement, any defects will be remedied without cost to City (including but not limited to the costs of removal, repair, replacement of the defective Goods, and reinstallation of new Goods). All such defective Goods that is so remedied will be similarly warranted as stated above. In addition, Supplier will repair or replace other items of the Goods which may have been damaged by such defects or the repairing of the same (all at its own expense and without cost to City). For any breach of the warranties contained in Section 4.A and Section 4.B, Supplier will (immediately after receiving notice from City at the option of City, and at Supplier's own expense and without cost to City):

1. Repair the defective Goods;
2. Replace the defective Goods with conforming Goods, free on board plant, office, or other location of City where the Goods was originally performed or delivered; or
3. Repay to City the purchase price of the defective Goods.

D. Supplier also warrants that the Goods is free and clear of all liens and encumbrances whatsoever, that Supplier has a good and marketable title to same, and that Supplier owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Supplier agrees to indemnify, defend, and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Supplier of its obligations under this Section 4, City will not be limited to the remedies set forth in this Section 4; but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City under the California Commercial Code.

F. Returns. Supplier's return policies provide prompt and efficient resolution for reporting and returning Goods. A return authorization number is not required; though

(in some cases as indicated below) City will be asked to report returns to Supplier in advance. Supplier cannot accept returns of Goods not stocked or provided by Supplier under this Agreement.

(1) City may return any unprocessed Goods (including items City mistakenly ordered) as a “Hassle-Free” return for up to sixty (60) days after the invoice date. City shall not be required to obtain return authorization for such returns. City shall include a copy of the Hassle-Free Returns form (included on each packing slip or printed from Supplier’s *ipage*) in each carton of Hassle-Free returns shipped to Supplier. Supplier will not charge a restocking fee for Goods returned under this section, except that Goods returned under this paragraph later than sixty (60) days after the invoice date may incur a restocking fee at Supplier’s discretion.

(2) Goods with cataloging or processing per City’s specifications are no longer in re-saleable condition; and therefore are non-returnable, except due to Supplier’s error. Other non-returnable Goods (as determined by the publisher of the Goods) will be indicated as such in *ipage*.

Section 5. PRICES AND TERM

A. The term of this Agreement shall terminate on June 30, 2027, unless earlier terminated as provided herein. City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically no more than two (2) additional one (1) year terms.

B. Unless expressly provided otherwise, all prices and fees specified in Exhibit “C,” attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City. All prices quoted in Exhibit C are exclusive of any applicable sales and use tax. Sales and use tax will be added to the invoice issued by Supplier as required by California sales and use tax regulations. The pricing set forth in Exhibit C (Fee Schedule) (attached hereto and incorporated herein by reference) leverages the pricing established under the Master Agreement.

C. In no event shall the total amount paid for Goods provided by Supplier under this Agreement exceed the sum of seven hundred thousand dollars (\$700,000). No warranty is given or implied as to the total amount of Goods that may be purchased by the City during the term of this Agreement.

Section 6. CHANGES

City (at any time, by a written order, and without notice to any surety) may make changes in the Goods (including but not limited to City’s requirements and specifications). If such changes affect the cost of the Goods or time required for Supplier’s performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City and

Supplier; and such change will be authorized by a change order document signed by City and accepted by Supplier.

Section 7. PAYMENTS

A. Terms of payment are net thirty (30) days, less any applicable retention after receipt of invoice. Final payment shall be made by City after Supplier has satisfied all contractual requirements.

B. Each "Item for Payment" shown in Exhibit B and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit B or a change order, must have subcontractor and/or supplier invoices attached to Supplier's invoice. Other format and support documents for invoices will be determined by City in advance of the first invoice cycle.

C. Upon written notice to Supplier, payments otherwise due may be withheld by City on account of defective Goods not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Supplier to make payments properly to its subcontractors or for material or labor, the failure of Supplier to perform any of its other obligations under the Agreement, or to protect City against any liability arising out of Supplier's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within thirty (30) days after written notice, City may remove them at Supplier's expense.

Section 8. SCHEDULE FOR DELIVERY

A. Supplier shall use commercially reasonable efforts to perform under this Agreement in a timely manner. The Goods will be delivered in accordance with the schedule set forth in Exhibit "B". Supplier must, within a commercially reasonable time, notify City in writing any time delivery is behind schedule or may not be completed on schedule.

B. In the event that the Goods is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Supplier will cooperate, to the best of its ability, in scheduling the delivery so that City can maximize the efficient completion of such project(s).

Section 9. TAXES

A. Supplier agrees to calculate, bill, and collect any sales and use tax applicable to the Goods provided to City. The City agrees to timely pay all sales and use tax to Supplier upon receipt of the invoice for the Goods subject to such sales and use tax.

B. All other taxes (however denominated or measured) imposed upon the price of the Goods provided hereunder will be the responsibility of Supplier. In addition, all taxes assessed by any taxing jurisdiction based on Supplier property used or consumed in the provision of the Goods (such as and including ad valorem, use, personal property, and inventory taxes) will be the responsibility of Supplier.

Section 10. INDEPENDENT CONTRACTOR

Supplier enters into this Agreement as an independent contractor and not as an employee of City. Supplier shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors, or subcontractors hired or retained by the Supplier are employees, agents, contractors, or subcontractors of the Supplier and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Supplier by any such employees, agents, contractors, or subcontractors or any other person resulting from performance of this Agreement.

Section 11. SUBCONTRACTS

Unless otherwise specified, Supplier must obtain City's written permission before subcontracting any portion of the Goods. Except for the insurance requirements in Section 13.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Goods will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Supplier from its obligations to City (including but not limited to Supplier's insurance and indemnification obligations). No subcontract or order will bind City.

Section 12. TITLE AND RISK OF LOSS

City will have title to (and risk of loss of) all completed and partially completed portions of the Goods upon delivery unless otherwise agreed, as well as materials delivered to and stored on City property which are intended to become a part of the Goods. However, consistent with Sections 3 and 4 of this Agreement, Supplier will be liable for any loss or damage to the Goods and/or the materials caused by Supplier or its subcontractors, agents or employees, and Supplier will replace or repair said Goods or materials at its own cost to the reasonable satisfaction of City. Notwithstanding the foregoing, City shall have title to (and the right to take possession of) such Goods at any time following payment therefor in the event that the City has paid Supplier for all or a portion of the Goods which remains in the possession of Supplier. Risk of loss for any Goods which remains in the possession of Supplier shall remain with Supplier until such Goods has been delivered or City has taken possession thereof. Supplier will have risk of loss or damage to Supplier's property used in the construction of the Goods but which does not become a part of the Goods.

Section 13. INDEMNIFICATION

A. Supplier shall defend, indemnify, and hold the City (its officials, officers, employees, volunteers, and agents) free and harmless from any and all claims (demands, causes of action, costs, expenses, liability, loss, damage or injury) in law or equity to property or persons (including wrongful death) in any manner arising out of or incident to any alleged acts, omissions, gross negligence, or willful misconduct of Supplier, its officials, officers, employees, agents, subcontractors, and/or subconsultants, arising out of or in connection with the Goods or the performance of this Agreement (including the payment reasonable attorneys' fees and other related costs and expenses, except such loss or damage which was caused by the sole negligence or willful misconduct of the City).

B. Supplier's defense obligation for any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against the City (or its officials, officers, employees, agents, or volunteers) shall be at Supplier's own cost, expense, and risk. Supplier shall pay and satisfy any judgment, award, or decree that may be rendered against City (or its officials, officers, employees, agents, or volunteers) in any such suit, action, or other legal proceeding. Supplier shall reimburse City (and its officials, officers, employees, agents, and/or volunteers) for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Supplier's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City (or its officials, officers, employees, agents, or volunteers).

Section 14. INSURANCE

A. General. Supplier shall take out and maintain:

1. Commercial General Liability Insurance of at least \$2,000,000 per occurrence/ \$4,000,000 aggregate for bodily injury, personal injury, and property damage at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage (including coverage for owned, non-owned, and hired vehicles) of at least \$1,000,000 per accident for bodily injury and property damage at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided by the Supplier if transporting hazardous materials.

5. If Supplier is also the manufacturer of any equipment included in the Goods, Supplier shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The General and Automobile Liability policies required under this Section shall give City (its officials, officers, employees, agents, or volunteers) additional insured status. Such policies shall contain a provision stating that Supplier's policy is primary insurance and that any insurance, self-insurance, or other coverage maintained by the City or any additional insureds shall not be called upon to contribute to any loss; and shall contain or be endorsed with a waiver of subrogation in favor of the City (its officials, officers, employees, agents, and volunteers). The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement; or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be included as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City.

D. Evidence of Insurance. Supplier shall furnish City with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The City reserves the right to require complete, certified copies of all required insurance policies upon reasonable request.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Supplier shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Supplier shall ensure that third party shippers contracted by Supplier have adequate insurance coverage for the shipped Goods.

Section 15. LIENS

A. Supplier and subcontractors will not make, file, or maintain a mechanic's or other lien or claim of any kind or character against the Goods (for or on account of

any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished), or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Supplier and subcontractor expressly waive and relinquish any and all rights which they now have (or may subsequently acquire) to file or maintain any Claim (and Supplier and subcontractor agree that this provision waiving the right of Claims will be an independent covenant).

B. Supplier will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor; and Supplier will (at its own expense) defend any and all actions based upon such Claims, and will pay all reasonable charges of attorneys, all related costs, and other expenses arising from such Claims.

Section 16. TERMINATION OF AGREEMENT BY CITY

A. Should Supplier at any time refuse or fail to deliver the Goods within a commercially reasonable time; or to perform any of its other obligations under the Agreement, City may terminate Supplier's right to proceed with the delivery of the Goods by written notice to Supplier. In such event (if Supplier fails to deliver the Goods or otherwise perform its obligations under this Agreement within thirty (30) days of such notice), City may obtain the Goods by whatever method it may deem expedient (including the hiring of another contractor or other contractors); and for that purpose may take possession of all materials, machinery, equipment, tools, and appliances and exercise all rights, options, and privileges of Supplier. In such case, Supplier will not be entitled to receive any further payments until the Goods is delivered.

B. City may (for its own convenience) terminate Supplier's right to proceed with the delivery of any portion or all of the Goods by written notice to Supplier. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Supplier, and will not affect the obligations and duties of Supplier under the Agreement with respect to portions of the Goods not terminated.

C. On receipt of notice under Section 16.B, Supplier will (with respect to the portion of the Goods terminated, unless the notice states otherwise):

1. Immediately discontinue such portion of the Goods and the placing of orders for materials, facilities, and supplies in connection with the Goods;

2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and

3. Deliver only such portions of the Goods which City deems necessary to preserve and protect those portions of the Goods already in progress and to protect material, plant and equipment at the Goods site or in transit to the Goods site.

D. Upon termination pursuant to Section 16.B, Supplier will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Goods already delivered (including material and services for which it has made firm contracts which are not canceled); it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Supplier upon delivery by Supplier of the releases of liens and affidavit, pursuant to Section 7.C.

Section 17. FORCE MAJEURE

A. Supplier shall not be held responsible for failure or delay in shipping nor City for failure or delay in accepting goods described herein if such failure or delay is due to a Force Majeure Event.

B. Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics, or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work (only to the extent such strikes and other organized labor action are beyond the control of Supplier and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers). "Orders of governmental authorities" includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

C. In the event of any such excused interference with shipments, City shall have the option either to reduce the quantity provided for in the order accordingly or to exercise its right of cancellation as set forth in this Agreement. The Party affected by a Force Majeure Event shall notify the other Party as soon as practicable and take all reasonable steps to mitigate the delay in performance.

Section 18. MISCELLANEOUS PROVISIONS

A. Delivery of Notices. Notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

CITY:

City of San Bernardino Public Library
555 West Sixth Street
San Bernardino, CA 92401
Attn: **Ed Erjavek**,
Library Director

SUPPLIER:

Ingram Library Services, LLC
One Ingram Blvd.
La Vergne, TN 37086-1986
Attn: **Carolyn Morris**

With Copy To:

City of San Bernardino
Vanir Tower, 290 North D Street
San Bernardino, CA 92401
Attn: City Attorney

B. Assignment or Transfer. Supplier shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Supplier from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

D. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee. Venue shall be in Davidson County, Tennessee.

G. Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement (each Party shall pay its own attorneys' fees).

H. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party.

I. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

J. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

K. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

L. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

M. City's Right to Employ Other Suppliers. City reserves its right to employ other contractors in connection with the Goods.

N. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Goods specified herein. There are no understandings, agreements, conditions, representations, warranties, or promises with respect to this Agreement, except those contained in or referred to in the writing.

O. Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes; and shall have the same force and effect as an original signature.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
GOODS PURCHASE AGREEMENT
BETWEEN
THE CITY OF SAN BERNARDINO
AND
INGRAM LIBRARY SERVICE**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY SAN BERNARDINO

INGRAM LIBRARY SERVICE

Approved By:

Bill Gallardo
Interim City Manager

Signature

Name

Attested By:

Title

Telicia Lopez
Acting City Clerk

Approved as to Form:

City Attorney
Best Best & Krieger LLP

Exhibit A

Goods Specifications

A. Scope of Goods and Services

Supplier shall provide customized library outsourcing services to support the City's collection development, acquisitions, cataloging, and physical processing needs.

Services include:

- Profile-driven selection and ordering via Ingram's iPage® platform;
- Cataloging of materials using RDA-compliant MARC records, with optional enhancements such as CIP upgrades, series authority control, and SmartLabel data;
- Full shelf-ready physical processing, including barcode and spine labels, property stamps, RFID tag insertion, and protective covers as applicable;
- Consolidated delivery and monthly invoicing, with options for prepaid (impound) or credit accounts.

All services shall align with the specifications and pricing outlined in the City of Mission Viejo Agreement No. A24-24 with Ingram Library Services, LLC. Supplier shall coordinate with the City to complete a processing and cataloging profile prior to the first order.

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 has utilized its best efforts to categorize books for pricing purposes by considering the binding, cost of acquisition, general marketing categories, publisher's discount, and other factors as defined below. 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 legal, technical, reference, scientific, and medical titles and Graphic Novels 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 the large print title as a separate binding type for discount purposes. Large print titles will receive discounts according to the 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 a number of 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. It is estimated that at least 80% would receive the full trade discount.
- **Prebound Books:** Paperback books bound into a hardback edition. Inventory may include 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.
- **DVD and Blu-ray:** Ingram provides pre-recorded titles in these categories under a single discount. Should a new format of DVD emerge for which studios apply different purchasing terms, Ingram will notify the Library of the discount applicable to that format.
- **Net Titles:** Low demand, small print-run books in various bindings 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 customers with no service charges.

Exhibit B

Delivery Schedule

1. Ordering and Fulfillment

Goods may be selected for delivery to the Central Library and/or other locations designated the City. There shall be no minimum order requirements. Supplier shall provide access to its online ordering system (iPage®) at no cost to the City.

2. Shipping and Delivery

- All shipments shall be delivered to the Central Library location identified in the City's account profile with Supplier, unless otherwise instructed by the City.
- Cartons shall be delivered inside the building entrance or onto a receiving dock. If carrier conditions do not permit inside delivery, the obligation is to deliver to the tailgate of the truck.
- The City shall be responsible for redistributing materials to any additional branches or locations.

3. Backorders

Supplier shall ship backordered items as they become available for up to sixty (60) days. Items not fulfilled within the timeframe shall be reported to the City via a cancellation notice, provided either weekly or monthly, as determined by the Supplier's standard reporting practices.

4. Delivery Timing

Supplier agrees to use commercially reasonable efforts to perform under this Agreement within a timely manner. Supplier shall notify the City in writing of any anticipated delays in delivery and provide an updated expected delivery date. Acceptance of late deliveries shall not waive the City's rights or remedies under the Agreement.

5. Shipping Charges

- Orders of ten (10) or more units shipped from Supplier's designated primary or secondary distribution centers shall not incur freight charges.
- Orders of fewer than ten (10) units shall incur a flat shipping fee of \$6.00.
- The flat fee amount or unit threshold is subject to change with written notice to the City.
 - Supplier may assess a fuel surcharge with advance notice to the City.

- Due to the impact of rising oil prices, Ingram has instituted a \$3.00 fuel surcharge. These charges appear as Shipping and Handling charges on your invoice and are subject to change with notice.

6. Packing Slip Requirements

Each shipment must include a packing slip that contains the purchase order number (provided by the City), quantity, title, author, and unit price for each item.

7. Title and Risk of Loss

Shipments shall be FOB Destination. Risk of loss remains with the Supplier until delivery is completed at the City's designated site.

Exhibit C

Fee Schedule

Pricing under this Agreement is based on and incorporates the pricing terms set forth in the City of Mission Viejo Agreement No. A24-24 with Ingram Library Services, LLC, dated July 1, 2024. Ingram Library Services agrees to honor these terms for the duration of this Agreement, including any renewal periods.

1. MATERIALS DISCOUNT

Discounts listed below apply to the publisher's current list price and are determined by the binding type and publisher classification as defined in Exhibit A.

MATERIAL TYPE	DISCOUNT
*General Trade Books	46.5%
Short Discount Items	10%
Graphic Novels	30.0%
*Mass Market Paperbacks	40.5%
Small Press & University Press	10%
*Large Print Books	46.5% (Trade Hardcover)
*International Language Books	46.5% (Trade Hardcover)
Unabridged Books on CD	46%
*Continuations	Based on binding (see above)
*Bestsellers	46.5% (Trade Hardcover)
DVDs	15%
*Children's Hardcover	46.5%
*Children's Library Bindings	21.5%

** Trade Hardcover, Quality Paperbacks and Mass Market Paperback titles ordered with a cover price of \$14.99 or less will receive a 25% discount.

2. ORDERING

Online ordering through Ingram's iPage® system is provided at no additional cost. The City may utilize this system for list building, pricing estimates, and order placement.

SERVICE	COST
Online ordering, initial setup	\$0
Ongoing costs associated with online orders	\$0

3. CATALOGING AND PROCESSING

To simplify budgeting and to speed items through our facilities, Ingram offers bundled cataloging and processing services. With our tiered service levels, your library can easily estimate its yearly C&P costs and identify ways to save. Rather than charging for each item applied to a unit, all units on a designated account will be charged the same C&P fee. This speeds up the work in our processing units and lets the library reconcile charges with little effort. It also distributes cataloging costs across all Ingram's cataloging customers more fairly and enables us to maintain lower fees.

iComplete B \$3.43 per unit

The following services are included in the Shelf-ready bundle

- AR small label
- Barcodes ILS/S
- MARC record
- Mylar, glued
- Pocket label
- Property stamp
- Spine label
- Spine protector

The following services are considered Add-ons to the bundle:

- 3M theft
- Genre Labels