

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		 DENVER THE MILE HIGH CITY	Supplier Contract No.		SC-00006766	
City & County of Denver			Date:	July 1, 2022	Revision No.	
Denver Public Library			Payment Terms		Net 10	Resolution (as applicable):
10 West 14 th Ave Pkwy			Freight Terms		DESTINATION	
Denver, CO 80204			Ship Via		Vendor's Choice	
United States			Buyer:		Melissa Bordwine	
Phone: 720-865-2027 Fax: 720-865-2087			Phone:		720-865-2027	

Workday DENVR0000015570 Phone: 724-953-9807
Supplier ID:

Email: Amy.sackett@ingramcontent.com

Ingram Library Services LLC
One Ingram Blvd.
La Vergne, TN 37086

Ship To: Denver Public Library
10 West 14th Ave Pkwy
Denver, CO 80204

Attn: Amy Sackett
Colorado Secretary of State ID:20111290828
U.S. Federal SAM Registry Verification Date: 03/23/2022

Bill To: Denver Public Library
Attn.: Accounts Payable
10 West 14th Ave Pkwy
Denver, CO 80204
AP@denverlibrary.org

1. Goods/Services:

Ingram Library Services LLC, a Limited Liability Corporation, (hereinafter referred to as "Vendor" or "Contractor") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A & B**, to the City and County of Denver, a Colorado municipal corporation (the "City") for the Denver Public Library, all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Master Purchase Order for purposes of such Order only.

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit B** and shall be held firm for the term of this Master Purchase Order.

4. Term:

The term of this Master Purchase Order shall run from July 1, 2022 to and including June 30, 2027.

5. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

6. Inspection and Acceptance:

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

9. Invoice:

Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Master Purchase Order notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of Eleven Million Dollars (\$11,000,000.00). This Master Purchase Order is valid up to \$499,999.00. The Balance is subject to City Council Approval. The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

Only the DPL Director of Finance or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used and that any professional services associated with the goods, or stand alone professional services under \$10,000, shall be performed in a workmanlike and professional manner with the degree of skill and judgment normally exercised by recognized professionals performing services of the same or substantially similar nature. For any goods or services which are, or become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall at no expense to City, at City's election and to City's satisfaction, either remedy any and all defects or replace the defective goods within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives in the performance of this Master Purchase Order. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

14. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. If City terminates for cause, Vendor shall have the opportunity to cure the breach within thirty (30) days of such notice. If Vendor fails to cure the breach, City may terminate the Master Purchase Order. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

15. Interference:

Vendor shall notify the DPL Purchasing Administrator immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

16. Venue, Choice of Law and Disputes:

This Master Purchasing Order shall be governed by the laws of the State of Colorado.

17. Assignment/No Third Party Beneficiary:

The parties shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of the affected party. In the event the affected party permits an assignment or subcontract, the assigning party shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

18. Notice:

Notices shall be made by Vendor to the DPL Director of Finance and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Master Purchase Order. Such notice shall reference the City contract number listed on the signature page of this Master Purchase Order. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Master Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Master Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Master Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or any of the City's rights or remedies under this Master Purchase Order. The City's Risk Management Office may require additional proof of insurance, including endorsements. The City's Risk Management Office may require copies of policies upon reasonable request. Vendor's insurer shall include as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Master Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Master Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Master Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Master Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

21. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

23. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

25. Examination of Records and Audits:

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Vendor's performance pursuant to this Master Purchase Order, provision of any goods or services to the City, and any other transactions related to this Master Purchase Order. Vendor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Master Purchase Order or expiration of the applicable statute of limitations. When conducting an audit of this Master Purchase Order, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Vendor to make disclosures in violation of state or federal privacy laws. Vendor shall at all times comply with D.R.M.C. 20-276.

26. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of the parties at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

27. No Discrimination in Employment:

In connection with the performance of work under the Master Purchase Order, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

28. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

30. Advertising and Public Disclosure:

The Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the DPL Director of Finance.

31. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE MASTER PURCHASE ORDER

- a. This Master Purchase Order is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- b. The Contractor certifies that:
 - i. At the time of its execution of this Master Purchase Order, it does not knowingly employ or contract with a worker without authorization who will perform work under this Master Purchase Order, nor will it knowingly employ or contract with a worker without authorization to perform work under this Master Purchase Order in the future.

- ii. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this **Master Purchase Order**.
 - iii. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this **Master Purchase Order**.
 - iv. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this **Master Purchase Order**, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - v. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this **Master Purchase Order** knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.
 - vi. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.
- c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this **Master Purchase Order** for a breach of the **Master Purchase Order**. If this **Master Purchase Order** is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

32. FEDERAL PROVISIONS:

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). **DAVIS-BACON ACT COMPLIANCE** Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **CONTRACT WORK HOURS AND SAFETY STANDARDS** Contractor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Contractor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS** Contractor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Contractor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Master Purchase Order by any Federal department or agency. **BYRD ANTI-LOBBYING**. If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of

any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

33. CONTRACT:

This Master Purchase Agreement, together with all its Exhibits thereto, constitutes the entire agreement between the parties and supersedes any and all prior written and/or oral agreements. This Agreement may be altered or modified only in writing and signed by the parties.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Ingram Library Services LLC

City & County of Denver, Denver Public Library, Dept. of Finance

By:

By:

(Company Name)
(Authorized Signature)

Print Name:

Pamela Smith

Print Name:

Melissa Bordwine

Title:

VP and General Manager

Title:

Purchasing Administrator

Date:

August 26, 2022

Date:

08/26/2022

Supervisor Initial: _____

EXHIBIT "A"

Vendor: Ingram Library Services LLC
Title: PURCHASE OF LIBRARY BOOKS
Solicitation No.: 2021-6

It is recommended that you use your Supplier Contract No. SC-00006766, in all future correspondence and/or other communications.

Description of the goods, and services related thereto, being purchased and pricing:

Ingram Library Services LLC shall provide adult, young adult, and juvenile fiction and nonfiction titles in all subjects in a variety of bindings, including traditional hardcover, trade paper, mass market paper, large print, short discount and small press, university press, single library editions, publisher's library editions, graphic novels, board books, easy readers, picture books, prebound books and big books. In addition, they may also provide audiobooks, DVDs, and Spanish titles.

Orders will be placed through the Polaris Integrated Library System and occasionally through direct purchase orders. Ingram fully supports EDI on Polaris using the X12 Protocol, including orders, purchase order acknowledgements, Advance Shipment Notification (ASN) and invoices.

Packing Slips:

Ingram will include a packing slip with each shipment which can be cross-referenced to the invoice. The packing slip is enclosed in the last box of a multi-carton shipment that crosses the shipping manifest, and the box containing the packing slip is marked.

All Packing Slips shall contain the following information:

- Library shipping and billing address
- Date
- Quantity ordered
- Quantity shipped
- Title
- ISBN
- Binding code
- Purchase order number
- Discount percentage
- Unit list price
- Extended price after discount

Returns Policy:

Ingram's Returns Policies provide for prompt and efficient resolution for reporting and returning materials that are received damaged, defective, or shipped in error.

- Ingram Customer Service associates are available to assist with issues including shortages, damages, or defects, and to provide returns authorizations as required.
- Customer Service hours of operation are Monday through Friday, 7:00 AM – 7:00 PM (Central Time).
- Through ipage, DPL may create Hassle-Free Returns, report shortages, track the status of a return, and view credit memos. Ipage is available 24 hours a day, 7 days a week.

Unprocessed Print Material

Any unprocessed book ordered in good faith that is found to be damaged or unsuitable, whether it is due to Ingram's error or DPL's error, may be returned under the Hassle-Free Returns Policy.

- Unprocessed materials may be returned up to 60 days after the invoice date.
- A copy of the Hassle-Free Returns form (the back of your packing slip or printed from ipage) should be included in each carton shipped to Ingram.
- **A return authorization number is not required for unprocessed print material.**
- Ingram will not charge a restocking fee for items returned in accordance with our Hassle-Free Returns Policy.

Product with Defects

There is no timeframe for returning product with publisher defects, including the following:

- Missing pages
- Contents out of sequence
- Book bound upside down
- Contents different than the cover/title
- Ink or printing issues
- Crooked pages
- Blank pages
- Disc does not play
- Item is received with missing or incorrect disc(s)

Please note that due to the wear and tear caused by circulation, we will only accept defective books where the binding is falling apart up to 60 days after the invoice date.

Processed Materials

Items that have received cataloging or processing per DPL's specifications are no longer in resalable condition, and therefore can only be returned due to an Ingram error or if defective or damaged.

- DPL is asked to report any cataloging and processing errors as soon as they are noticed, so that Ingram can research and resolve the issue in a timely manner.
- Processed material returns require return authorization from the Ingram Customer Care Department. To request authorization, please call (800)937-5300 Ext. 27665.

Audiovisual Materials

Unprocessed audiovisual materials that are damaged, defective, or shipped due to Ingram error may be returned up to 60 days after the invoice date.

- Audiovisual returns require return authorization from the Ingram Customer Care Department. To request authorization, please call (800)937-5300 Ext. 27665.
- Playaway© accepts return of defective products within one year of the invoice date. DPL should contact Playaway© directly.

Ingram will issue a credit for audiovisual titles received damaged or defective, including damage or defects to individual discs in a multi-disc set. If the title is currently in stock, we also offer the option to replace the entire produce, rather than just the damaged discs, as Ingram does not stock individual replacement discs in our inventory.

Ingram recognizes that individual discs in a multi-disc title may be lost or damaged once 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 have a guarantee of free disc and vinyl case replacements. Publisher contact information for every title is easily obtained on ipage at DPL's convenience 24/7.

Non-Returnable Materials

Each publisher decides if their product is non-returnable. This may be on a product-by-product or binding-by-binding basis, or as items go out of print. Therefore, Ingram does not assign non-returnable status to a publisher.

- Non-returnable items are indicated as such on ipage.
- Ingram cannot accept return of any product that we do not stock or items that were not originally purchased from Ingram.

Items Damaged in Shipping

For materials damaged in transit, DPL should accept delivery of materials. Damage should be noted on the carrier delivery receipt, and DPL should call our Customer Care Department for instructions on making a return.

Overstock Returns

Return of unprocessed materials sent after the 60-day window will be handled as Overstock Returns.

- Overstock returns for libraries may not exceed 10% of purchases made during the preceding 12 months.
- Overstock returns will have a 10% restocking fee applied.
- All product returned to Ingram must be in a condition that it could be resold. Therefore, we cannot accept return of processed items as overstock returns.
- Ingram reserves the right to send back, at DPL's expense, all products returned to us that is not in resalable condition.

Hard to Find Books Alibris Returns Policy

If DPL is dissatisfied for any reason with a book purchased through our Hard-to-Find Book program, you may return the purchase to the Alibris distribution center within 30 days for a full refund of purchase. Ingram reimburses shipping costs for returns only if the condition of the book is not as described on ipage.

Credit Memo

When returns meet the Hassle-free requirements and upon proper notification and receipt of the returned titles in our distribution center (if required by Ingram), DPL will be credited for the full invoiced amount of the item(s). Overstock returns will be credited at 50.0% credit. A credit memo can be emailed listing the item(s), dollar amount, and purchase order number credited. Open credits will also be reflected on the monthly statement with a reference to the purchase order number.

Additional terms for credits for items with an Ingram error or that were received damaged or defective:

- Customer Care will advise DPL whether the physical product should be disposed of or returned to Ingram.

- If Ingram requires DPL to return the product to our distribution center, a Call Tag will be issued to cover the freight charges for the return.
- If DPL was invoiced for freight on the original order, Ingram will also credit freight charges, calculated at the standard UPS rate for the weight of the items returned.
- DPL is responsible for shipping and carrying charges for returned items that are not damaged, defective, or shipped with Ingram error.

Items, including EDI purchases, which are credited through our Hassle-Free, or overstock return process are posted as credit memos to the account. Credits can be applied on your payment, or you may reach out to your Credit Representative and have it applied directly to a specific invoice.

No Charge Replacement

As an alternate to a credit for an item that is damaged, defective, or shipped with Ingram error, DPL may call our Customer Care Department to request a No Charge Replacement (NRC).

- If a replacement title is in stock, the Customer Care Representative will either mail or fax a No Charge Replacement Return Authorization form to DPL.
- DPL must mail this form along with the returned item and the original packing slip for a replacement copy.
- If DPL requests a No Charge Replacement but the title is temporarily out of stock at DPL's assigned distribution centers or requires backorder, Ingram will suggest DPL receive a credit rather than an NCR and reorder the title.
- Important: For Libraries that provide an enriched data set as part of their orders, e.g., data that guides cataloging and processing, Ingram will issue a credit. DPL would be responsible for submitting the reorder via whatever method was used for placing the original order, such as EDI or ipage grids.

Claims

Please notify Ingram if you have not received 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 tracking and credit, or replacements are handled as quickly as possible. Anticipated publications may have a delayed release; if so, it will be reflected on ipage.

Returns Reporting

Ipage features the following returns options. You can:

- Report shortages
- Determine the date your return was received
- See whether a return is in process
- View credit memo information

Status Reports provided by Ingram include the Packing Slip and Title Status Report

The packing slip will supply you with the status of any book shipped, backordered, or is out of print. The packing slip will be alphabetized by title. Titles that were not included in the initial shipment will have a "B" in the "BO" column if they have been backordered. An "S/W" will identify those titles that will be shipped from your secondary distribution center.

The Title Status Report is sent to customers monthly. This report will provide you with current backorder status information as well as indicate which titles could not be supplied within your normal backorder period. Listed below are the most frequently used stock abbreviations that will appear on the Title Status Report:

B/O = Out of stock at this time and on backorder for you

NLS = Title is no longer stocked by Ingram
 NYR = Title is not yet received by Ingram into the distribution center
 OSI = Out of stock indefinitely by the publisher
 PPD = Title has been postponed by the publisher
 OP = Title is now out of print at the publisher
 CANC = Title has been cancelled at this time by the publisher

Cancellations

Ingram can currently accept cancellations through phone, mail, or fax request. DPL can also cancel individual open line items through ipage. If an entire purchase order is open and no line items have been filled, DPL may request that Customer Care cancel the purchase order in its entirety rather than DPL cancelling each title individually. This will be done at no charge to DPL.

Orders

Ingram can accept orders by toll-free phone, toll-free fax, mail, electronically (via email attachment and/or EDI – Electronic Data Interchange), or through ipage. All orders receive immediate online order entry; phone and electronic orders receive title and stock verification.

Mail orders should be sent to:

Ingram Library Services LLC
 Attention Order Entry
 One Ingram Blvd.
 PO Box 3006
 Las Vegas, TN 37086-1986

The toll-free number for FAX ordering is 800-677-5116. The toll-free number for telephone orders is 800-937-5300.

Emails with attached orders should be sent to ILS.orders@ingramcontent.com

EDI

Ingram supports EDI Transaction types and formats based on the capabilities of the library automation system. Ingram EDI offerings include:

- Electronic ordering using the X12 format and FTP for communications
- Enriched EDI ordering
- Text full format order confirmation via email from Ingram email to user specified email address.

EDIFACT Order, Order Response, and Invoice

- Purchase orders are created in acquisitions and sent to Ingram via FTP.
- Ingram processes the orders and places electronic confirmation files on the Ingram FTP server for customer retrieval.
- For customers opting to receive electronic invoices, Ingram places electronic invoice files on the Ingram FTP for customer retrieval. E-invoices streamline workflow and greatly reduce the amount of effort used in the manual posting of invoices. Ingram continues to provide paper invoices to e-invoice users.

Enriched Edifact Order

This enhanced order transaction allows users to send additional distribution information to the EDI order record that provides Ingram with all the information necessary to create complete holdings records to match the items shipped. The holdings records are loaded with MARC bibliographic records and overlay the on-order items.

When the materials arrive from Ingram, they are shelf and circulation ready. Also, with Enriched EDI we offer the ability to drop ship to branches as well as simplify account management through ordering on a single account and having Ingram separate orders based upon the enriched date that allows us to process orders per DPL's specifications and route them to the correct branch.

The interface between Ingram and Polaris allows the exchange of X12 transactions. This includes PO, POA and Electronic Invoices. FTP is supported, but Ingram cannot accept electronic transmissions via EDIFACT for Polaris. Ingram does not require DPL to use specialized software to interface with Polaris.

Order Confirmation

For orders placed via Polaris, Ingram sends full order acknowledgements in text format via email to user specified email address. The order acknowledgment includes: ISBN/EAN; Title; Author; Publisher; List Price Line Item; Order Units; Ship Units; B/O or Cancelled Binding; Status Code; and Shipping DC. Order acknowledgements are sent within two hours of order placement. Most acknowledgements fall within the two-hour window.

ipage provides immediate order confirmation, which can be printed. The ipage order confirmation includes titles that have shipped, as well as backordered titles. The order confirmation gives a detailed summary of the order, including title, author, EAN, whether the item is shipped or backordered, discount, and retail price.

Rush Orders

Ingram defines a "rush" order as one that requires immediate turnaround and special shipping. These orders differ from a regular order in that they do not receive processing or cataloging services, are generally very small orders, and are placed with no backorders accepted.

Ingram can accept book "rush" orders via toll-free telephone. All orders receive immediate online order entry, as well as instant title and stock verification. Rush orders will be shipped via UPS or other Ingram selected freight method.

Ingram does not charge additional freight for orders that ship with your regularly scheduled shipments via standard transportation. Only rush orders that require next day delivery will incur a freight charge.

Items placed on a separate Rush account will be invoiced as shipped. If DPL profiles the account to receive no backorders, then the items in stock would ship and all other items cancel. DPL would then receive one invoice for the purchase order. Rush orders would ship from a single distribution center exclusively.

Turnaround Time

In-stock, non-processed and non-cataloged book orders are shipped within 24 hours or on the same business day if placed before local cut-off time at your designated Ingram Distribution Center. In-stock processed books not requiring custom cataloging services will ship within two to five days of receipt of order. Ingram's turnaround time for in-stock, shelf-ready, custom cataloging orders is 7-10 working days from receipt of order to shipment.

Continuations and New Title Notification/Standing Order Programs require a backorder period, as titles are ordered on a pre-publication basis to allow Program customers to be the first to get these titles. Items that do not require cataloging services will ship within 24-48 hours after the title is received into the designated Ingram distribution center.

For titles inventoried by Ingram that are temporarily not in stock, Ingram will attempt to place an order with the publishers within three (3) business days of receipt of order. Ingram's ability to obtain out of stock titles is based upon the items' continued availability from the publisher with whom Ingram buyers have an established relationship.

Ingram does not substitute titles unless the ISBN/EAN has been forwarded to a new edition. Only those items ordered will be shipped.

Should DPL order books not currently inventoried by Ingram, Ingram will attempt to order the book if available on the open market through normal U.S. wholesale channels. Turnaround time will be dependent upon publisher availability, however, due to long-standing relationships with publishers, it is estimated one to three weeks on available items and sixty to ninety days on special order items now currently in stock at the publisher.

Ingram can provide titles that are in print and available from the publisher. Some publishers choose to sell only directly to end users such as schools and libraries. These direct-only publishers are defined as those publishers whose titles are not available on the open market to distributors.

Street Smart

Ingram understands the importance of getting high-visibility titles in the hands of Library patrons as soon as those titles appear in local bookstores. Titles designated as part of the Street-Smart program include any upcoming new releases with a publisher-assigned on-sale date. Working within the publishers' parameters, Ingram profiles DPL's account so Street Smart titles shipped from the primary distribution center are received on or before the on-sale date.

To receive Street Smart designated titles on or before the on-sale date, DPL is required to complete a signed affidavit in which DPL agrees not to display, sell, or loan for advanced reading any title before the publisher-assigned on-sale date. Without this agreement, Ingram cannot ship Street Smart titles until one day before the published on-sale date. All wholesale distributors are held to these standards, and Ingram is dedicated to ensuring that agreements with publishers are not violated.

Occasionally, the publisher may designate a title as having stricter on-sale date parameters. Ingram designates these types of titles as Street Smart Select. These are usually major releases that typically have large print runs and major publicity scheduled. Similar to a standard street date, a title specific signed affidavit is required to receive advanced delivery. Ingram will provide advance notification of these titles, including any order deadlines or minimum order quantities required to participate in the early delivery program. Per the publisher specific guidelines, Distributors may not be allowed to deliver Street Smart Select titles until one day before the on-sale date.

Ingram does not control publishers' street dates or their specialized parameters. We work closely with publishers to obtain news of publishing date changes or unexpected releases are added with limited advance notice of publication. Ingram provides updated information through ipage as soon as it is available from the publisher. DPL can check any title as the scheduled street date approaches to ensure no change has been made.

Ingram will make every available effort to ship titles to arrive before the street date for those libraries having a Street Smart affidavit on file; however Ingram cannot guarantee arrival on or before the street date. Delivery within the allotted time frame is contingent upon the publisher providing the books to Ingram in a timely manner. Occasionally, Ingram's ability to comply may be compromised on a title due to circumstances outside of Ingram's control such as weather delays, or delay in receipt from the publisher. In such instances, the level of custom processing or cataloging profiled on DPL's account may cause the title to be delivered after street date.

EXHIBIT B – PRICING

Discounts:**Adult Fiction and non-fiction books**

Trade Hardcover	47.6%
Quality Paperback	41.5%
Mass Market Paperback	41.5%
Large Print	
Trade Hardcover	47.6%
Quality Paperback	41.5%
Mass Market Paperback	41.5%
Small and University Press	12.5%

Young Adult fiction and non-fiction books

Trade Hardcover	47.6%
Quality Paperback	41.5%
Mass Market Paperback	41.5%

Children's fiction, non-fiction and board books

Library Bindings	21.0%
Trade Hardcover	47.6%
Quality Paperback	41.5%
Mass Market Paperback	41.5%

Prebound	30.0%
-----------------	-------

*Short Discounted Titles	10.0% - 33.0%
---------------------------------	---------------

** Spoken Word Audio	0-45.0%
DVD/Blu-ray	28.0%
Net Titles	0.0%

* 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 volumes; and/or titles from publishers not in compliance with Ingram's purchasing requirements. Ingram will make this broad base of titles available to DPL with no service charges.

** Eighty to eighty-five percent of all Spoken Word Audio is at 45% discount; however, some Spoken Word Audio is short discounted by the publisher.

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 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 legal, technical, reference, scientific, medical and graphic novel 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 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. 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**.

**See Short Discount for explanation on titles that may fall outside of this discount category.*

Processing Pricing is based on the use of Ingram's standard supplies if not otherwise noted. Any nonstandard supplies would need to be provided by the library. Pricing for processing of non-standard supplies would be established when added.

Mylar jacket, attached	\$0.72 per unit
Property Stamp, library supplied	\$0.20 per impression
Barcode, ILS supplied	\$0.25 per unit
Label Protector, ILS supplied	\$0.25 per unit
Spine Label, ILS supplied	\$0.20 per unit
RFID Tag, library supplied, apply only	\$0.35 per unit
MARC Record, via iPage/FTP	\$0.35 per unit
Barcode Scanning	\$0.15 per unit
Pre-Programmed RFID/Barcode (1), ILS supplied	\$0.80 per set

Ingram will offer the bundle price of \$1.55 per unit. This will represent a significant savings for DPL as under our standard pricing structure, books with Mylar Jackets attached would cost \$2.22 and books without Mylar would be \$2.00. The bundle price includes the following components as appropriate:

- Mylar jacket, attached
- Property Stamp, library supplied (1)
- Label Protector, ILS supplied (up to 2)
- Spine Label, ILS supplied
- MARC Record, via iPage/FTP
- Pre-Programmed RFID/Barcode (1), ILS supplied

Bundled pricing is based on weighted averages of cost and component usage. For this multi-year contract, Ingram reserves the right to review bundled processing pricing based on actual component usage on an annual basis.

DPL is not currently supplying processing supplies to Ingram. Currently Ingram provides DPL preprogrammed RFID/barcode sets, eliminating the Library's need to provide us with tags or barcodes.

Ingram does not currently provide customized cataloging for DPL. We are happy to negotiate pricing based on DPL's final specifications.

ipage includes review citations and full text reviews for print titles from several journals including, but not limited to, Booklist, Library Journal, and Publisher's Weekly. If a Library wishes to view full-text reviews, Ingram will provide them at no charge. **This is an annual savings to the library of \$350.00 per year** for that additional service.

Special Terms for Hard-to-Find Books Service

- Hard to Find Books are not covered under your Ingram contract terms and discounts
- They will not receive cataloging or processing services.
- These titles will be net priced.
- No minimum order is required.
- Ingram will invoice customers for Alibris orders. These invoices will also appear on the monthly Ingram statement.
- Titles ship from Alibris's distribution facility, and not an Ingram warehouse. They will not combine with your Ingram orders for shipping and may have different turn times and shipping methods.
- Delivery charges and freight charges will vary from your standard Ingram orders, and a \$3.95 per book shipping and handling fee will be applied to each book if shipped within the United States.