

**DENVER PUBLIC LIBRARY
BLANKET PURCHASE ORDER**

Blanket Purchase Order #	BOOKS-444150
Beginning and Ending Dates	1/1/2014 through 12/31/2018
Amount not to exceed	\$10,000,000
Ordinance #	

Vendor #	
Vendor	Ingram Library Services Inc.
Vendor Address – Street/PO	One Ingram Blvd.
Vendor Address – City, State, Zip	LaVergne, TN 37086-1986
Vendor Phone	800-937-5300
Vendor Contact	Pamela R. Smith, Vice President, Sales
Vendor email	

This Blanket Purchase Order is Library’s offer to Vendor and acceptance is limited to acceptance of its provisions without addition, deletion or other modification.

Send invoices to:

Attention: Accounts Payable

Denver Public Library, 10 West 14th Ave. Parkway

Denver Colorado 80204-2731

All invoices MUST reference Blanket Purchase Order #

TERMS AND CONDITIONS:

- Goods/Services:** Ingram Library Services Inc., (“Vendor”) shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the Denver Public Library, an agency of the City and County of Denver, a Colorado municipal corporation (the “Library”), all in accordance with the terms and conditions of this Blanket Purchase Order.
- Ordering:** The Library shall purchase one or more of the goods/services by placing orders in the Vendor’s electronic data interface system and submitting a purchase order for each order, each of which will be deemed incorporated into this Agreement for purposes of such order only.
- Pricing:** The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Blanket Purchase Order.
- Extension or Renewal:** The effective initial period of this Blanket Purchase Order shall be three (3) years beginning 1/1/2014 and ending 12/31/2016. It is also a specific provision of this Blanket Purchase Order that the Library and the vendor may mutually agree to renew and continue the contract or agreement consummated under this Blanket Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than two (2) yearly extensions shall be made to the original Blanket Purchase Order.
- DOCK CLEARANCE 11’6”:** Notice regarding deliveries to the Central Library. Maximum clearance at loading dock entrance is 11’6”. Taller vehicles cannot be accommodated. Vehicles exceeding 35 feet in length can be accommodated only by special arrangement. Deliveries will normally be accepted only between the hours of 8 a.m. and 3:30 p.m., Monday through Friday, excluding holidays. Vendor is responsible for making the necessary arrangements for delivery of all materials by an appropriately sized vehicle. Library personnel are not normally available for uploading shipments from vehicles.
- Non-Exclusive:** This Blanket Purchase Order is non-exclusive. Library does not guarantee any minimum purchase other than as provided herein.
- Inspection and Acceptance:** Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. Library 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. Library'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 Library for such goods/services. If any part of the goods/services are not acceptable to Library, Library 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 Library, and any such replacement shall be on the same terms and conditions contained in this Blanket

Purchase Order. Date, or dates, specified on face of this Blanket Purchase Order is required delivery date, unless noted. Quantity shown to be delivered is net; no excess will be accepted. Unauthorized advance or excess shipments are returnable at Vendor's expense. If it appears Vendor will not meet required delivery schedule, Vendor must promptly notify Library in writing and, if requested by Library, ship via air or expedited routing to avoid or minimize delay to the maximum extent possible, the added cost to be borne by Vendor. This is in addition to Library's other remedies. In the event of Vendor's failure to deliver as and when specified and in accordance with materials specifications, the Library reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and Vendor agrees that purchaser may return part or all of any shipment so made, at Vendor's expense.

8. **Shipping, Taxes and Other Credits and Charges:** 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 Blanket Purchase Order and all cost thereof have been included in the prices contained herein. Library 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. All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Blanket 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 Library in writing of any price decreases immediately, and Library 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 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 Library prior to final payment.
9. **Risk of Loss:** Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to Library. Loss, injury or destruction shall not release Vendor from any obligation hereunder.
10. **Invoice:** Each invoice shall include: (i) the Blanket 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. In order to receive payment, a complete and responsive invoice must be submitted as required by the City's Prompt Payment Ordinance Article VII of Chapter 20, D.R.M.C., which includes clearly stating the Library-generated Blanket Purchase Order or contract number on the invoice and complying with the Library's invoicing instructions, including delivery of the invoice to the proper Library official or agency.
11. **Payment:** Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after Library accepts the goods/services. Library's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Blanket Purchase Order, encumbered for the purpose of this Blanket Purchase Order and paid into the Treasury of City. Vendor acknowledges that: (i) Library does not by this Blanket Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Blanket Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of Library.
12. **Amendments/Changes:** Only the Library Purchasing Agent or his delegate is authorized to change or amend this Blanket Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Blanket Purchase Order to exceed the amount appropriated and encumbered for this Blanket 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 Library on any contractual matters. Library may at any time, by a written order, make changes within the general scope of this Blanket Purchase Order, in any one or more of the following method of shipment or packing; place of inspection; delivery or acceptance; reasonable increases in quantities; reasonable changes in delivery schedules and the amount of Library-furnished property.
13. **Warranty:** Vendor warrants and guarantees to Library that all goods furnished under this Blanket Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Blanket Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by Library, Vendor shall either, at Library's election and to Library's satisfaction, remedy any and all defects or replace the defective goods at no expense to Library 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.
14. **Indemnification/Limitation of Liability:** Vendor shall indemnify and hold harmless City of Denver (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 Blanket Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of Library. In no event shall Library's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by Library under this Blanket Purchase Order up to the Total Blanket Purchase Order Amount. Notwithstanding anything contained in this Blanket Purchase Order to the contrary, Library in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

15. **Termination:** Library may terminate this Blanket Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, Library's sole liability shall be limited to payment of the amount due for the goods/services accepted by Library. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by Library shall not constitute a waiver of any claims Library may have against Vendor.
16. **Venue, Choice of Law and Disputes:** Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City.
17. **Assignment/No Third Party Beneficiary:** Vendor shall not assign or subcontract any of its rights or obligations under this Blanket Purchase Order without the written consent of Library. In the event Library permits an assignment or subcontract, Vendor shall continue to be liable under this Blanket Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Blanket Purchase Order is intended solely for the benefit of Library and Vendor with no third party beneficiaries.
18. **Notice:** Notices shall be made by Vendor to the Director of Purchasing and by Library 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, Library and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Blanket Purchase Order. Library may immediately terminate this Blanket 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 Library. Vendor shall keep the required insurance coverage in force at all times during the term of the Blanket Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Blanket 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 Library 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 Agreement. Such notice shall reference the Library Blanket Purchase Order number listed on the signature page of this Agreement. 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, Blanket Purchase Order 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 Library's Blanket Purchase Order number. If any policy is in excess of a deductible or self-insured retention, Library 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 Blanket Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Blanket Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Blanket Purchase Order prior to placement of coverage. Vendor certifies that the attached certificate of insurance attached to the Blanket Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Blanket Purchase Order. The Library's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Blanket Purchase Order shall not act as a waiver of Vendor's breach of this Blanket Purchase Order or any of the Library's rights or remedies under this Agreement. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the Library and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the Library. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Blanket Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by Library. 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 Library, as a material representation upon which Library 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 Blanket 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 Blanket Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Blanket 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 Library. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to Library. Vendor must advise the Library 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 Vendor 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 Blanket Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by Library, 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 Library and Vendor can be fulfilled.

- 22. **Survival:** All terms and conditions of this Blanket 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 Blanket Purchase Order shall be construed against the drafter.
- 24. **Remedies/Waiver:** No remedy specified herein shall limit any other rights and remedies of Library at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.
- 25. **No Discrimination in Employment:** Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.
- 26. **NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:** a. This Agreement 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: (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement. (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement. c. The Contractor also agrees and represents that: (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement. (2) It shall 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 an illegal alien to perform work under the Agreement. (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program. (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor 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. (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then 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 illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien. (6) It will comply with any 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. d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such 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 Contractor from submitting bids or proposals for future contracts with the City.
- 27. **Material Safety Data Sheets (MSDS):** Vendor is responsible for providing an approved, current MSDS for every product for which an MSDS is required. The required MSDS must be attached to the exterior of each shipping container. Failure to provide the required MSDS for any new or revised product may be cause to refuse delivery of the entire shipment.

This Blanket Purchase Order is acknowledged and agreed to by:

Vendor Name: Ingram Library Services Inc.

Denver Public Library, Department of Finance

By: 

By: _____

Print Name Pamela R. Smith,

Print Name _____

Title: Vice President, Sales

Title _____

Date: March 14, 2014

Date: _____

EXHIBIT "A"

Book Discounts Per Binding	Discount %
Hardcover Trade	47.6%
Quality Paperback	41.5%
Mass Market Paperback	41.5%
Library Bindings	23.0%
Large Print*	12-47.5%
Graphic Novels	40.0%
Prebound Books	30.0%
University Press	12.5%
Short Discounted / Non-Trade Titles	12.5%
Continuations/Standing Orders	Same as Firm Orders – No Additional Fees
Net Titles	0% with no service charge

B.3.3.1 Processing Services for Printed Material

Service	Cost per Unit
Mylar jacket, taped	\$0.65
Property stamp, 1 impression	\$0.15
Application of DPL-supplied barcode	\$0.15
Barcode label protector	\$0.15
Application of DPL-supplied branch label	\$0.15
Spine Label	\$0.15
Spine Label protector	\$0.15
BookMARC record via ipage/FTP	\$0.00
RFID tag (DPL-supplied) programming and application	\$0.29
RFID tag (Ingram-supplied) programming and application	\$0.59
Pre-programmed RFID/Barcode Set	\$0.80

Currently Ingram provides DPL pre-programmed RFID/barcode sets, eliminating the Library's need to provide us with tags or barcodes. We will continue providing these barcode/RFID sets along with the additional above processing components as applicable for a bundled fee of **\$1.55 per unit**. This represents significant savings for DPL as under our standard pricing structure, books with Mylar Jackets attached would cost \$2.19 and books without Mylar would be \$1.90.

Polaris

Ingram has partnered with Polaris Library Systems to offer a variety of EDI offerings. Ingram will continue to work with the Library and Polaris on making processing as efficient as possible as your automation vendor enhances their software.

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

- X12 Order, Enriched Order*, Order Acknowledgment, and Invoice. We also support the recent addition of the Advance Ship Notification (ASN) messaging in EDI.
- Communications for all EDI formats and transactions is supported via FTP.
- To support multiple accounts, multiple Polaris Supplier records are created – each with its own Ingram account number.
- For orders placed via Polaris, Ingram sends full order acknowledgements in text format via email to user-specified email address.

Through Polaris, Ingram supports EDI orders, order responses, invoices, and the Advance Ship Notification (ASN). The ASN is a new function supported by Polaris and allows DPL to receive an entire box of materials by scanning the label on the outside of the box, resulting in a large time-savings for the Library. Ingram also now supports summary invoices for Polaris so the Library may receive and process one invoice per week from Ingram, which is an additional staff time-savings.

*Enriched (EDI) Order - This enhanced order transaction allows users to send additional distribution information in 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 circulating 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 data that allows us to process orders per the library's specifications and route them to the correct branch.

Method of shipment

All shipments to the Denver Public Library must be delivered in a truck that can clear 11' 6". If the truck is too tall, the shipment cannot be unloaded on the street and rolled down the ramp to the dock. DPL's preferred shippers are: UPS and FedEx. If materials are shipped with other carriers, the vendor must confirm with the carrier prior to shipment that the company has a truck that can accommodate the limitations of the loading dock. Shipments will be refused if the truck is too large to unload at the dock