

**AGREEMENT FOR PROFESSIONAL SERVICES
WITH THE CITY OF MURRIETA (“CITY”)**

Project Name/Description (“**Project**”): Collection Development Services

Contract Number:

Consultant Name (“**Consultant**”): Ingram Library Services, LLC

Consultant Address: One Ingram Blvd., LaVergne, TN 37086

Consultant Representative Name and Title (“**Consultant Representative**”): Kathryn Shaw, Senior Contract Management Specialist

Consultant Representative Work Phone and Email: Phone: 615.213.5546
Kathryn.shaw@ingramcontent.com

Effective Date: December 6, 2023

Termination Date: June 30, 2025

Total Not-To-Exceed Contract Amount (“**Contract Sum**”): Forty Thousand Dollars (\$40,000.00) per year, not to exceed One Hundred and Sixty Thousand Dollars (\$160,000) cumulatively.

City Department Contact (“**Department Contact**”): Gretchen Sedlacek

Department Contact Work Phone and Email: 951.461.6147 gsedlacek@murrietaca.gov

Is Federal Funding Being Used to Fund Any Part of The Project (Yes/No): No

RECITALS

- A. The City desires to contract with a Consultant to provide professional services as more further set forth herein.
- B. The City circulated a Request for Proposals for the above-described professional services.
- C. Consultant submitted a proposal to City to provide the above-described professional services.
- D. City Staff has reviewed all the proposals and after considering the demonstrated competence of Consultant, the professional qualifications of Consultant, and the fairness and reasonableness of Consultant’s proposed cost, staff has determined that an agreement to provide the required services should be awarded to Consultant.

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into as of the Effective Date set forth above by and between CITY OF MURRIETA, a California municipal corporation (“**City**”) and (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties**.” In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

- 1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “**Scope of Services**” attached hereto as Exhibit A and incorporated herein by this reference, which may be referred to herein as the “**services**” or “**work**” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.
- 1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.
- 1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all applicable ordinances, resolutions, statutes, rules and regulations ~~of City~~—and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.
- 1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.
- 1.5 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c)

fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.

- ~~1.6 — **Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.~~
- ~~1.7 — **Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.~~
- ~~1.8 — **Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.~~

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

- 2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the rates specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation for all work, including reimbursement for actual expenses, shall not exceed the Contract Sum set forth above. Compensation may include reimbursement, for actual and necessary expenditures, if both are specified in the Schedule of Compensation, as well as approved by City in advance.
- 2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by

City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 ~~Contractor shall use commercially reasonable efforts to provide services within the time specified by City. **Time of Essence.** Time is of the essence in the performance of this Agreement.~~

3.2 **Term.** The Agreement shall commence upon the Effective Date set forth above and will continue until the Termination Date. This Agreement may be extended for up to one, additional two-year period upon the mutual agreement in writing of both parties.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of any ongoing services, which shall be no later than the Termination Date set forth above. Notwithstanding the foregoing, the Indemnification and Insurance provisions set forth in Article 5 shall survive the termination of this Agreement.

3.3 **Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from City and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.4 **Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ~~ten-thirty~~ (340) days of the commencement of such delay notify City in writing of the causes of the delay. ~~City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the Parties to this Agreement.~~ In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this

Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

- 4.1 Representative of Consultant.** The Consultant Representative is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the ~~express~~ written ~~approval of~~ consent from the City.
- 4.2 Department Contact for City.** The Department Contact (or other person designated by the City Manager) shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Department Contact is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.
- 4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the Contract Manager, City Manager or by their delegate as provided for in writing.
- ~~**4.4 Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. ~~In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of~~~~

~~competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.~~

4.4

~~4.5 **Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. ~~Therefore, without express written approval of City, Consultant shall not contract with any other City to perform in whole or in part services required hereunder without express written approval of City, and neither~~ this Agreement nor any interest herein may be transferred or assigned by the Parties without prior written consent of the affected Party. ~~No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.~~~~

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit E** and incorporated herein by this reference.

5.2 Indemnification.

(a) **General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or City arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or City for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and reasonable attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

~~(b) — Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively “City” for solely this Section 5.3(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City’s defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney’s fees, expert fees and costs of litigation.~~

~~(b)~~

~~(e) — Pursuant to the full language of California Civil Code §2782, Design Professionals agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Design Professional. The City agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional’s proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.~~

5.3 Professional Liability. When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

6.1 Records. Consultant shall maintain, during the term of this Agreement and for at least two (2) years thereafter, records sufficient to demonstrate Contractor’s compliance with its obligations under this Agreement. Upon reasonable advance notice, the City may request, once per calendar year, that Consultant engage Ingram Industries Inc.’s (“Ingram”) Internal Audit department to perform specified procedures as determined by the City. Such procedures will be performed in accordance with attestation standards established by the American Institute of Certified Public Accountants (“Agreed Upon Procedures”) and will be related to Consultant’s compliance with its obligations under this Agreement for the twelve (12) months

prior to the date of the request and provide a written report to the City. In the event that the City is not satisfied with such procedures for any reason, the City may, at its election and cost, engage PriceWaterhouseCoopers, LLP, Ingram's current independent public accounting firm, (or if such firm is no longer available, an independent public accounting firm reasonably acceptable to both parties) to conduct Agreed Upon Procedures related to Consultant's obligations under this Agreement in connection with such inspection. If in the written opinion of such auditors there has been an underpayment by Consultant or an overpayment by the City of more than five percent (5%) of the total amounts due during the previous twelve month period, Consultant shall pay the reasonable costs of such audit in addition to promptly paying such amounts. (For clarity, any discrepancy between amounts paid to or from either party and amounts shown to be due by such audit shall be promptly payable, whether or not equal to five percent (5%) of total amounts during the previous twelve month period.)

~~6.1 — Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (“books and records”) as shall be necessary to perform the services~~

~~6.2~~

~~6.3~~

~~6.4~~

~~6.5~~

~~6.6~~ required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

~~6.7~~

6.86.1 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (“**documents and materials**”) prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for City.

6.96.2 Confidentiality and Release of Information. All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including reasonable attorney’s fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately promptly notify City should

Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to reasonably cooperate ~~fully~~ with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

- 7.1 ~~California~~ Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of ~~California~~Tennessee. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the ~~courts of Superior Court of the Davidson County of Riverside~~, State of ~~California~~Tennessee, ~~or any other appropriate court in such county~~, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the ~~Central District of California~~Davidson County, in the County of Riverside, State of ~~California~~Tennessee.
- 7.2 ~~Suspension, or Termination, Prior to Expiration of Term.~~** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ~~ten-thirty (310)~~ days' notice to Consultant, ~~except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City.~~ Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.
- 7.3 ~~Default of Consultant and Opportunity to Cure.~~** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City ~~may~~shall give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ~~ten-thirty (310)~~ days, but may be extended, ~~or reduced~~, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, ~~without liability~~

~~for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default.~~ If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. ~~Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.~~

- 7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City therefor.
- 7.5 Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.
- 7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. ~~Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder.~~ Payment to Consultant for work performed

pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

- 7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.
- 7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.
- 7.9 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

- 8.1 Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2 Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice

describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

- 8.3 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

ARTICLE 9. MISCELLANEOUS PROVISIONS

- 9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to City Clerk at City of Murrieta, 1 Town Square, Murrieta California 92562, and in the case of Consultant, to the person(s) at the address designated on the cover page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.
- 9.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.
- 9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
- 9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none

shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City.

- 9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.
- 9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.
- 9.7 Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 9.8 Federal Funding.** If federal funding is being utilized to fund any part of the Project, as indicated on the Cover Page of this Agreement, the terms of **Exhibit F** are hereby incorporated herein by this reference. If no federal funding is being utilized, Exhibit F may be omitted.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____
Kim Summers, City Manager

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Tiffany Israel, City Attorney

CONSULTANT:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Consultant's business City.

_____, a _____

By: _____
Name: Kathryn Shaw
Title:

By: _____
Name:
Title:

EXHIBIT "A"

SCOPE OF SERVICES

1. MANAGEMENT PLAN

Vendor shall identify a project manager as lead contact person.

Your Senior Sales Representative and your Inside Sales Representative serve as your primary, day-to-day contacts.

You have toll-free telephone access to Ingram Library Services' Customer Service at **(800) 9378200, then press 2, or email Customer Service at the email address listed below.**

To reach any Ingram department, call (615) 793-5000. You will hear options to direct you to the appropriate associate/department. You may also contact your Sales Representative directly at the phone numbers listed below:

Email: ILSCustomerservice@ingramcontent.com

To discuss concerns or issues regarding your account

Senior Sales Representative..... (724) 953-9807

Inside Sales Representative..... (615) 213-5786

Account Services Email: requirements@ingramcontent.com *To Set Up / Update an Account*

Credit Department..... (615) 793-5000, then press 4.

As you may be aware, privacy laws applicable to MPL and to Ingram Library Services LLC significantly restrict the disclosure of personal information.

For any system issues like outages, login problems, Site Help etc. Customer System Technical Support, email us at: ics-techsupport@ingramcontent.com.

Collection Development Customer Service

Although our Programs are organized and automated to allow most libraries to self-serve, our Administrators help libraries daily with everything from routine enrollment edits or cancelling or changing quantities on backorders to transferring Standing Order Program enrollments from another vendor or answering specific questions about why a title did or did not run on a Program.

fiction.standingorders@ingramcontent.com for fiction, video, and iSelect programs.

nonfiction.standingorders@ingramcontent.com for nonfiction and ReviewALERTSM programs.

icurate@ingramcontent.com for iCurate Coming Soon and iCurate Core questions.

colldevhelp@ingramcontent.com for general Collection Development questions, including ODCs and custom lists.

2. MATERIAL TYPES AND COSTS

Provide documentation showing which of these material types the Vendor organization can offer and the discounts offered for each category.

- Trade Hardcover
- Trade Quality Paper
- Mass Market Paper
- Publisher's Library Bindings

- Prebinds
- University Press

Inventory

Ingram leads the industry in maintaining an **on-hand inventory of over 19,000,000 unique titles, representing more than 30,000+ book publishers and 57,000 imprints.** Our unmatched stock of **35,000,000 books+** ensures the fastest and highest fill rates in the industry.

- Ingram's on-hand inventory represents the largest range of publishers in the wholesale distribution business today.
- Ingram provides adult, young adult, and juvenile fiction and nonfiction titles in all subjects in a variety of bindings, including trade 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, pre-bound books, and big books.
- Ingram stocks not only new bestsellers and award-winning titles, but also the deepest inventory of midlist and backlist titles of any vendor
- Ingram offers over **4,000,000** titles in world languages ranging from Afrikaans to Yiddish. An additional benefit of our Lightning Source inventory of millions of print-on-demand titles is that many of these world language titles are available on an on-demand basis.
- Ingram's in-stock inventory of Spanish language titles is particularly strong, covering both translations and books originally published in Spanish. It includes adult and children's fiction and non-fiction works. With more than 500,000 titles to choose from today, we actively work with Spanish language publishers to expand this catalog to meet growing reader demand.
- Ingram provides reference, scientific, medical, technical, legal, and other academic and non-trade titles, including materials from university and association presses, small presses, and specialty publishing houses.

Ingram Library Services' inventory goes well beyond that of other library wholesalers because the company is part of the larger Ingram Content Group, which includes Ingram Book Company, Ingram Publisher Services and Lightning Source. Each of these entities contributes to the strength of our stock position.

Ingram Book Company

As a leading supplier of books to bookstores and online retailers around the world, Ingram has established business relationships with publishers of all kinds. Eager to market their books to the vast retail market, these publishers alert Ingram to new releases before they are published and offer a wealth of information about each title both in automated feeds and through meetings with our team of buyers.

Our predictive ordering software then takes over and continuously ensures that each title is stocked appropriately so we have books on hand when you need them. The volume of sales to retail outlets financially supports running our library business out of 5 warehouses located across the country, and it enables us to automate our distribution facilities to provide the fastest fulfillment in the industry.

Ingram Publisher Services

Ingram Publisher Services represents more than 850 publisher clients and more than 4,400 imprints from around the world. These publishers enlist Ingram to be the exclusive distributor of their products. The advantage this brings to our library customers is the guaranteed availability of current titles from these publishers at Ingram distribution centers.

Ingram Lightning Source

With national and international facilities, Lightning Source has a virtual inventory of over 17,000,000 titles representing more than 145,000 publishers. We print only what is needed to meet our customers' current demand-whether that's a single book or 10,000 units.

We make it possible for low-volume titles to stay in print and for new titles to be released. In addition, we offer print on demand for both paperback and hardcover titles. All this translates into wider title selection and better customer service for your patrons and your community.

Lightning Source and Ingram Publisher Services titles are listed in ipage, and you can order them using the same methods available for Ingram titles. There is no need to use a separate account or purchase order.

Ingram Spark

Gain access to custom curated content lists from Ingram's award-winning indie platform IngramSpark. Exclusively provided by IngramSpark Distribution services and featuring:

- Indie books with enhanced product metadata, consumer visibility and marketing

- Top selling titles from 60,000+ indie publishers and authors
- Customized and-curated lists of trending and timely books
- Over 300,000 books available for distribution
- Library-friendly terms guaranteed to simplify the selection and purchase of library materials

International Language Materials

Ingram offers over **4,000,000** titles in world languages ranging from Afrikaans to Yiddish. An additional benefit of our Lightning Source inventory of millions of print-on-demand titles is that many of these world language titles are available on an on-demand basis.

Approximate inventory of each of the top 15 in-demand languages:

Language	Active Titles
German	1,440,880
French	1,310,602
Spanish	420,327
Italian	244,035
Latin	136,289
Russian	80,967
Portuguese	75,683
Dutch	58,962
Chinese	29,442
Danish	26,891
Swedish	17,418
Polish	13,298
Afrikaans	10,137
Hungarian	8,969
Hindi	7,605

An additional benefit of our Lightning Source inventory of over 13,000,000 print-on-demand titles is that many of these world language titles are available on an on-demand basis.

To view a list of all available international language materials in our database, the [ipage Power Search](#) tab offers a language filter. From here, you can refine your search using additional filters

such as keyword(s), author, title, and age group. When looking at a list of titles in ipage, you also have filters for language available on the left of the screen.

Hard-To-Find Books

Ingram offers an optional Hard-to-Find Books service on ipage via Ingram's partner for Hard-to-Find Books, Alibris. Alibris is a leading provider of rare, hard-to-find, and antiquarian books. Search options include Title, Author, Subject, Keyword(s) or ISBN/EAN. You can also specify if you want to see only a 1st Edition or Signed copy. This service does not allow for searching for a specific copy of a title.

Books ordered through this service may be used books. ipage rates the condition of the book, such as Good, Very Good, Fine, Acceptable. Notations may also include additional information on the book's condition.

Title details for Hard-to-Find Books includes title, author, binding, condition, publisher, pub date, EAN, Net price (USD) and notation. The cover image displayed is from the ipage database and may not be the actual cover of the book you purchase from Hard-to-Find Books service. The notation may include data such as "Former Library book. Shows some signs of wear and may have some markings on the inside."

Titles ordered under our optional Hard-to-Find Books Service ship from Alibris's distribution facility, not an Ingram warehouse. They will not combine with your Ingram orders for shipping and may have different turnaround times and shipping methods. These titles are sold at the net price shown, plus a \$3.95 per book shipping and handling fee if shipped within the United States.

Special Terms for Hard-to-Find Books Service

- Not covered under Ingram contract terms and discounts.
- Do not receive cataloging or processing services.
- Receive net pricing.
- No minimum order required.
- Ingram invoices customers for Alibris orders, and these invoices also appear on the monthly Ingram statement.
- Titles ship from Alibris's distribution facility, not an Ingram warehouse. Therefore, they ship separately from your Ingram orders, perhaps with a different carrier and may have different turnaround times and shipping methods.
- Delivery charges and freight charges vary from your standard Ingram orders, and we apply a \$3.95 per book shipping and handling fee if shipped within the United States.

Pre-Binding Services

Our inventory includes over 19,500 prebound titles from Perfection Learning and San Val (Turtleback Books). Please note that a third-party vendor, Heckman Bindery, Inc., provides this service.

These editions are searchable by publisher or binding through ipage® Power Search and are also identified on ipage® as Prebound-Sewn or Prebound-Glued.

Turtleback Books have a double-fan adhesive binding and durable spine, and the quality and workmanship of the binding is guaranteed for the life of the book. The vendor scans original artwork, digitally prints on durable paper stock to fit the new binding, and laminates books in a polyester film that easily wipes clean.

Paperback pre-binding services are offered through Ingram's partnership with The HF Group (formerly Heckman Bindery). The cost of this service is \$7.00 per book (\$14.65 for set binding for custom book box set). Since this is a pass-through charge, any price increases will be passed along to the Library.

The resulting product provides:

- Strong, double-fan adhesive binding
- Archival quality endpapers and adhesives
- Flex-board reinforced spine
- Flannel-cloth binding reinforcement
- Digitally reproduced graphics • Nylon lamination film
- Durable binder's board cover

Discounts

Format	Discount
Hardcover	45.0%
Trade Quality Paper	40.0%
Mass Market Paper	40.0%
Publisher's Library Binding	15.0%
Prebind	10.0%
University Press	10.0%
Shorts	10.0%
Graphic Novels	40.0%
Nets	0.0%

Spoken Word	45.0%
DVD	<p>< \$14.99: 35.0%</p> <p>\$15.00-\$19.99: 30.0%</p> <p>\$20.00+: 25.0%</p>
Music	5.0%

* *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 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.*

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

*** *Although the majority of Ingram's DVD inventory is eligible for the maximum discounts, some titles receive smaller discounts.*

Definitions of Binding Types and Presses

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

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

Trade Hardcover: High demand fiction and nonfiction books published with a glued binding and a hardcover. These titles are typically for the general consumer and produced by widely distributed publishers. Trade bindings may also be referred to as retail trade editions, trade books, hardbound books, hardback books, cloth bound books or cloth cover books. Publishers normally produce these titles in larger print runs.

Quality Paperback: High demand fiction and nonfiction books with paper covers and generally no size restriction. Any illustrations or graphics may be placed throughout the book; both paper and printing are high quality. These titles are typically for the general consumer and produced by widely distributed publishers. This binding may also be referred to as trade paper or trade paperback. *

Mass Market Paperback: High demand books with paper covers that are produced in a size to fit a standard retail store display and generally deal with subjects of mass appeal. Any illustrations are grouped together in one section of the book. *

Library Bindings: Books of higher quality publisher bindings, usually fanned and glued, and may also be sewn. Books may be identified as Library Bindings on ipage®.

University Press: The binding types may vary for these titles (i.e., Hardcover and/or Paperback), but all are published by a University Press.

Short Discount/Non-Trade: Lower demand, small print-run books in various bindings, and includes graphic novels, legal, technical, reference, scientific, and medical titles as defined by Ingram subject categories. Titles are generally published by small or university presses.

Also included are print and audiobook titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram's purchasing requirements. Ingram is pleased to make this broad base of titles available to our customers with no service charges.

Large Print: Ingram does not recognize large print as separate binding type for discount purposes. Large print titles receive discounts according to binding/press assigned to the ISBN ordered as outlined above.

Graphic Novels: A narrative work in which the story is conveyed to the reader using comic form. The term is employed in a broad manner, encompassing nonfiction works and thematically linked short stories as well as fictional stories across several genres.

Picture Books, Board Books, Easy Readers, and Big Books: These juvenile genre categories are not discounting categories used by Ingram. These books will receive the discount appropriate to the specific binding/press ordered as outlined above. We estimate that at least 80% would receive the full trade discount.

Prebound Books: Paperback books bound into a hardback edition. Our inventory also includes over 17,500 prebound titles from Perfection Learning and San Val (Turtleback Books), and are identified on ipage® as Prebound-Sewn or Prebound-Glued

World Language Materials: Ingram does not recognize Spanish language (or any world languages) as a discounting category. These books will receive the discount appropriate to the specific binding/press ordered as outlined above.

Spoken Word Audio: Audiobooks produced for the general consumer and dealing with subjects of mass appeal. Spoken Word audio may be abridged or unabridged and are generally sold by publishers at full trade

discounts, however some titles may be short discounted by the publisher. Ingram does not differentiate between MP3 CD and Audio CD formats for discounting purposes.

Book and spoken word audio kits will receive discounts based upon classification of the title, typically by the publisher, as a book or as a spoken word audio. If classified as a book, it will receive the discount appropriate to the specific binding/press assigned to the ISBN ordered.

DVD and Blu-ray: Currently, Ingram provides pre-recorded titles in these categories under a single discount. However, should a new format of DVD emerge in the industry for which studios apply different purchasing terms, Ingram will notify the Library of the discount applicable to that new format.

Net: Low demand, small print run books in various binds and categories upon which Ingram receives minimal or no purchase discount. This category of book will receive a 0% discount. Ingram is pleased to make this broad base of titles available to our customers with **no service charges**.

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

Freight Terms

We are pleased to offer **Ingram-paid freight from your designated primary and secondary distribution centers**. We hold orders until a minimum quantity of 15 units is met. The qualifying unit quantity is subject to change with notice. Items picked, packed, and shipped together count as an individual shipment.

Ingram chooses the most cost-effective shipping method but uses UPS ground service to transport most of Ingram's goods. Ingram reserves the right to adjust distribution center designations to provide the most favorable service to your Library. We ship FOB Destination. With FOB Destination, Ingram is responsible for product until delivered to its destination; liability lies with the receiving agency thereafter.

When freight charges on an individual account surpass 3.0% of the account's expenditures, Ingram reserves the right to add fuel surcharge, with notice. These charges appear as Shipping and Handling charges on your invoice and are subject to change with notice.

ipage® ipage is Ingram's online collection development and ordering tool for librarians, combining the industry's largest inventory with complete title information, including pre-pub metadata, collection development resources, reviews, and real-time stock check. Customers with a current, active Ingram account are eligible for a free subscription to ipage, which offers libraries easy-touse ordering capabilities and other features **at no cost for unlimited concurrent users**.

You can access ipage at <https://ipage.ingramcontent.com>. Via ipage, you can access and manage your library's account (s) specific information, at your convenience, **24 hours a day, 7 days a week**.



As a web-based tool, ipage offers 24/7 real-time inventory information, the ability to search by thousands of categories, as well as a wide array of publicity and product news sources. ipage features include:

- † Simple search by Title, ISBN, Author, Keyword, Series, Dewey®, and more
- † Ingram stock information and real-time stock check
- † Title descriptions
- † Physical Information, LC Subjects, LCCN, Dewey
- † Ability to create, edit, download, and/or order lists by clicking titles within ipage, importing a document to ipage, or pasting EANs into ipage.
- † Ability to sort by Author, Title, Binding, Dewey, ISBN, Price, Pub Date, Publisher, Standard Retail Price, Ingram Demand, and more.
- † For video product: additional Information such as Features, View, Number of Units in Package, Awards, Dewey, Based on the Book
- † For video product: Advanced search by Directed By, MPAA Rating, and Featuring/Title
- † For video product: Sort by Title, Featuring, Product Code, Format, Studio, Release Date, US SRP
- † For music: Simple search by Title, Product Code/EAN, Artist, Song Keyword, and more

- † For music: Sort by Album Title, Artist, EAN, Media, Label, Release Date, Suggested Retail Price.
- † List sharing options
- † Option to download brief MARC order records
- † Ordering and order status information
- † Account management and reports
- † ipage selection lists created by Ingram staff librarians
- † Current publicity information
- † Online catalogs
- † Annotations and citations
- † Cover images for selected titles
- † Power search
- † Boolean search
- † Saved search
- † Access to search all titles in our Extended database
- † Excerpts for selected titles
- † Journal review citations
- † Full text reviews from selected journals for a nominal annual fee

Your ipage accounts are created so that a library-designated administrator has oversight capabilities to aggregate lists and manage users. The Administrator can add additional ipage users as required by the Library. Each user will be assigned a unique login and users can set their own password.

We want ipage to be customer-driven and to **allow users to individually customize their ipage experience**. Users have tools to assist in prioritizing critical information they need to search, order, and deliver more content to more patrons.

Because ipage focuses on personalization and intuitive functionality, customizable widgets allow users to design their own homepage with tools they use most. Users can easily track bestsellers, access online catalogs, view custom lists, and bookmark favorite destinations in and outside of ipage.

Benefits of ipage home page include:

- A [simplified menu structure](#) allowing our customers to quickly find what they are looking for.
- [Roll-over drop-down menu options](#) for each functional area of ipage, which enable users to reach content with less effort.
- Suggestions from Ingram product experts in our Ingram [Lists & Picks](#) column on the Browse menu.
- [Ability to customize the homepage](#), including option to remove widgets and to select a background theme.
- [Enhanced Simple Search options](#), including the ability to search across multiple product types.

ipage Searching

- ipage displays [Simple Search](#) at the top of every page, allowing fast, efficient search for titles. Simple Search options for print books include Title Keyword, Start of, Phrase, or Exact Title; Author; ISBN/EAN; Keyword(s); Series; Dewey.
- [Power Search](#) allows ipage users to isolate their search to a narrower list of titles, by using some or all a specific set of search criteria. Through Power Search, ipage users can look for titles by publisher, subject heading, format, language, and other filters not listed on the Simple Search feature. You can input search criteria for up to 25 data points. The more search criteria added, however, the fewer results the search returns.
- [Boolean searching](#) is like power searching but uses Boolean terms and focuses mainly on criteria in the Title, Contributor, Publisher, BISAC, Ingram Theme, and Series fields. You can also add search criteria on Language, Age Group, Binding, Publication Date, etc. Under "further criteria," Boolean searching allows users to select multiple attributes.
- [Predictive Search](#) is an optional functionality on ipage that allows for more efficient searches across our entire database. Using our top-demanded product data, it suggests autocompletions of search term(s) typed into the search bar, including Title (Start of) and Author.
- [Street Smart Titles](#) list under the Browse tab on ipage enables you to view a list of titles with a hard street date from the publisher. This Street-Smart list focuses on titles up to 18 months pre-publication.
- [Search results](#) allows sorting by Title, Author, EAN/ISBN, Binding, Publisher, Pub Date, or SRP, and users can quickly jump to specific places in the result. The Search Result View also includes options at the item level.
- [Saved Searches](#). This time-saving feature is a great way to organize searches a user might perform on a regular basis. Users can save searches as a new search or as a replacement for an existing search. ipage automatically purges saved searches from the user's account 13 months after the last accessed date shown on ipage.

ipage Search Refinements ipage provides multiple criteria for refining title lists from search results or selection lists:

- **Search within Results:** To the left of your results is a box for searching within your results. Enter your search words and click the **Search** button. You can further refine your results as needed using the options and search feature located on the left.
- **Search Filters:** Search Filters provide a better search experience for customers who do not purchase compilations, collections of public information, or reproductions of previously published public domain titles. This filter allows you to hide these product types from your search results.
- **Refine Search Results:** Depending on the list, search refinements might include Age Group, Binding, Publication Date, which may also include Forthcoming Titles, Contributor, Price, Format, Awards, Citation Source, BISAC Categories, Dewey Categories, Ingram Categories, Language, and Features. You can collapse and expand a field to better meet your search needs by clicking on the up/down arrow to the right of each field. The next time you search, ipage remembers those fields you have collapsed or expanded.
- **Quick Limit** - If refinement terms you use in your search are in the top three displayed under the refinement field, check them off and click 'Update' to quickly limit your results. You can now select multiple terms to drill into your results.
- **Search the Full List** - If your search terms do not appear among the top three under your refinement option or if you want to exclude terms from your results, click the "More..." link next to any field.
 - **Including and Excluding Search Terms.** After clicking the "More" link under the search refinements, you can further refine your results by selecting or excluding as many terms as you like. Scroll the list of terms by dragging the scrollbar up and down.
 - Search for terms by entering letters, and a text filter will quickly reveal matches.
 - Select as many terms as you would like to include in your results by checking them off in the 'Include' column.
 - Exclude as many terms as you want by checking them off in the 'Exclude' column. ○ Verify your selection with the intuitive green (include) and red (exclude) bubbles.
 - Remove anything you do not want by clicking on the 'x' on the right side of the bubble or by unchecking it in the 'Include' and 'Exclude' columns.
 - Click the 'Update' button to apply your refinements or 'Cancel' to return to your results.

- For each refinement you apply, a breadcrumb appears at the top of your search results, making it easy to later remove any limiters you applied.

A Title Detail page on ipage includes title, contributor (author, illustrator, editor, etc.), ISBN/EAN, publisher or studio, suggested retail price, binding or format, pub date or release date, and copyright date.

Details may also include any of the following as provided in the publisher metadata: cover image, BISAC categories, LC subjects, themes, OCLC number, Dewey, LC subjects, series, awards, features (Index, Price on Product, Excerpt, Illustrated, Maps), initial print run, target age group, physical information (dimensions, weight, number of pages), carton quantity, annotation, description, publisher marketing, review citations, review quotes, biographical notes, and full text reviews.

Children's titles may include Accelerated Reader®, Scholastic Reading Counts!™, and Guided Reading Level information. ipage Title Detail screen shows alternate bindings/formats for a title, when available. ipage title details update daily, providing customers the most current publisher-provided information available.

Street Smart

Ingram understands the importance of getting high-visibility titles into the hands of Library patrons at the same time those titles appear in local bookstores.

Titles designated as part of our **Street-Smart** program include any upcoming new releases with publisher-assigned release dates. Within publishers' parameters, Ingram makes every effort to quickly turn around hot new release titles to arrive in libraries before street date.

We cannot control publishers' street dates. We do, however, work closely with publishers for news of publishing date changes or unexpected releases. We provide updated information via ipage® as soon as publishers make such information available, which enables library staff to check the status of any title as its scheduled street date approaches.

We strive to deliver titles before their street dates to libraries with a Street-Smart affidavit on file. However, because our ability to deliver titles in time for release date is contingent on the publisher providing those titles to us, we cannot guarantee arrival on or before release date.


Occasionally, factors such as supply or transportation issues can compromise our ability to deliver by release date. In such instances, the level of custom processing or cataloging profiled on a Library account may, in addition, cause the title to be delivered after street date.


To receive Street Smart designated titles on or before the release date, the Library should complete a signed affidavit agreeing not to display, circulate, or sell for advanced reading a title before its publisher-assigned release date. Without this agreement, Ingram cannot ship Street Smart titles

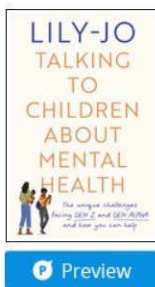
until one day prior to the publisher's release date, in accordance with our own agreements with publishers.

Occasionally, publishers assign stricter release date parameters to certain forthcoming titles. These titles are part of our **Street Smart Select program and, typically,** are major releases with large print runs and significant publicity campaigns. Like for Street Smart titles, we ask the library to sign an affidavit to receive Street Smart Select titles in advance of their release dates.

Ingram provides advance notification of Street Smart Select titles, including any order deadlines or minimum order quantities required to participate in the early delivery program. Per the publisher specific guidelines, without a signed affidavit, distributors may not be permitted to deliver Street Smart Select titles until one day before the on-sale date.

Talking to Children about Mental Health: The Challenges Facing Gen Z and Gen Alpha and How You Can Help - Street Smart 

Contributor(s): [Lily-Jo](#) (Author) 



ISBN: 0281087822 EAN: 9780281087822

Publisher: [SPCK Publishing](#) ([View Publisher's Titles](#))

US SRP: \$14.99 US

Binding: Paperback

Copyright Date: 2023

Street Date: January 19, 2023

Pub Date: January 19, 2023

Annotation:

A practical guide to help adults understand the unique mental health challenges facing our children, teenagers and students today.

This item is **Not Returnable**



Searching for Street Smart Titles in ipage®

The Street-Smart list under the Browse tab on ipage® enables libraries to view a list of titles that have a hard street date from the publisher. This Street-Smart list focuses on titles up to 18 months' pre-publication.

3. GENERAL SELECTION CRITERIA

Vendor must be able to provide collection development support for all formats utilizing customized selection lists.

Ingram complies.

Collection Development Services

Ingram's Collection Development team comprises 10 MLS-degreed librarians and managers, 4 long-term publishing industry expert administrators, and 1 data manager partway through her library degree.

Our 10 librarians each have at least five years of public library experience, and the Collection Development team has almost 300 years of library and/or publishing experience combined.

Members of the team have participated in local, state, and national library conferences and have presented on collection development, forthcoming books, the elements of a good picture book, selection tools, library marketing, Dewey versus BISAC organizational schema, library technology, handling difficult patrons, library staff development, and more.

The Collection Development team is well-known for top quality selection lists for Opening Day Collections (ODCs) and ad hoc lists, and libraries purchase Ingram's custom Collection Development services for projects when lists from other vendors do not work.

Ingram's MLS-degreed librarians and Program administrators work with you to find materials and develop your collections. Using their public library selector experience, and tracking trends that impact reading behavior, they identify titles you need for a well-balanced, diverse, relevant, high-circulating collection.



Ingram offers a wide range of cutting-edge and comprehensive Collection Development services, branded as iCurate. Grouped into five overarching services, they reflect the work of MLS-degreed librarians rather than canned lists and automated queries—No Robots Here!

Our Collection Development Librarians have built and daily maintain a proprietary database with value-added data, such as diverse title distinctions, assigned genre, and state interest, along with the more standard metadata.

We meet with large and small publishers throughout the year to learn about forthcoming titles, publicity, and other important publisher news. And, because Ingram is the main provider of books to bookstores, large retail stores, and online booksellers, we can generate reporting that identifies “hot” titles before they become popular in libraries.

Our services include:

- iCurate *Complimentary*: Curated Lists & Standing Order Programs
- iCurate *Coming Soon*: Forthcoming Monthly Title Subscription

- iCurate *Core*: One-Time Gap Analysis
- iCurate *inClusive*: Diversity Audits Made Easy & Follow-Up Audits
- iCurate *Custom*: Ad Hoc Lists, Opening Day Collections, & Ongoing Curation

Ordering Prepublication

Need orders placed pre-publication? We've got you covered. Because most libraries order titles at least three months pre-publication, we run most of our Collection Development services three to six months prepublication. This gives libraries time to import brief records into their OPAC so patrons can place holds. It also means our library customers receive stock from the initial publisher printing to have the newest titles on shelves by street date.

Many of our complimentary lists on ipage feature new and forthcoming titles, including High Interest Title Selections (HITS) for each age group, featuring the titles we expect to be most popular; Debut Author lists; Large Print; and more.

The complimentary Standing Order Programs/New Title Notifications feature pre- publication titles in 19 of our 20 programs, including author, series, continuations, and hand-selected programs for all ages. Additionally, our affordable hand-selected monthly subscription service, iCurate® Coming Soon, includes titles on the 26 monthly lists three to four months prepublication.

iCurate Complimentary: Curated Lists

iCurate *Complimentary* includes thousands of hand-selected lists available without charge to customers on ipage in the Curated Lists tab. These lists are broken down into Adult, Children's, Teen, Audiovisual, Award & Noteworthy, and K12 and updated regularly: weekly, monthly, quarterly, or annually, depending on type of list.

Our lists receive tens of thousands of views and downloads each month and include *High Interest Title Selections (HITS)* of the most anticipated forthcoming titles in each area, *Top Library Titles* lists to help fill in gaps after weeding or during regular maintenance, and much more.

<p>Adult</p> <ul style="list-style-type: none"> • Adult/YA Crossovers • Asian Interest • Black Interest • Debut • Genre Fiction • Graphic Novels • Greatest HITS (High Interest Title Selections) • High/Low • HITS (High Interest Title Selections) • Indigenous Peoples Interest • Large Print • Latinx Interest • LGBTQIA+ Interest • Middle Eastern Interest • Social Awareness • Spanish Language Books • Subject Lists • Top Library Titles • Virtual Book Display 	<p>Children's</p> <ul style="list-style-type: none"> • Asian Interest • Black Interest • Board Books and Big Books • Children's/Teen Crossovers • Debut • Genre Fiction • High/Low • HITS (High Interest Title Selections) • Indigenous Peoples Interest • Latinx Interest • LGBTQIA+ Interest • Middle Eastern Interest • Social Awareness • Spanish Language Books • Top Library Titles • Virtual Book Display 	<p>Teen</p> <ul style="list-style-type: none"> • Adult/YA Crossovers • Asian Interest • Black Interest • Children's/Teen Crossovers • Debut • Genre Fiction • Graphic Novels • High/Low • HITS (High Interest Title Selections) • Indigenous Peoples Interest • Latinx Interest • LGBTQIA+ Interest • Middle Eastern Interest • Social Awareness • Spanish Language Books • Top Library Titles • Virtual Book Display
<p>Audiovisual</p> <ul style="list-style-type: none"> • Audiobook: Adult Forthcoming Audio • Audiobook: Youth Forthcoming Audio • Video • Video Game 	<p>Award & Noteworthy</p> <ul style="list-style-type: none"> • 2020 Eisners (Graphic Novels) • 2020 Harvey Award (Graphic Novels) • ALA Awards 2021 • Best Books and Notables from ALA 2021 • Excellence in Graphic Literature Awards 2020 • Libraries Transforming Communities Grant • NEA Big Read • Starred Reviews 	<p>K12</p> <ul style="list-style-type: none"> • Homework Help • Picture Book Themes & Concepts • Recently Released • Reference • STE(A)M & Makerspace

The *Virtual Book Display* sections feature trending and timely topics, such as *Artificial Intelligence in Fiction*; *Don't Bug Me: Creepy Crawlies in Fiction*; and *Halloween Cooking*, while our *Subject Lists* category feature regularly updated topics always of interest, such as *English Language Learning*; *Homeschooling*; *Nonfiction Classics & Essentials*; *In the News*, *Movie/TV Adaptions*; and many more.

"I am LOVING these [ipage®] lists! Not only are they helpful with regular collection development work, they're making it easy to put together mini collections for display.

LOVE THEM!"

— Katie J., Adult Collection Development Coordinator

Ingram recognizes the need for more diverse books and creates regularly updated lists of diverse titles, such as *Asian Interest*, *Black Interest*, *Diverse Families*, *Income Inequality*, *Indigenous Interest*, *Latinx Interest*, *LGBTQIA+ Interest*, *Mental Health*, *Middle Eastern Interest*, *#ownvoices*, *Serious Illness*, *Social Emotional Learning*, *Spanish Language Books*, and *Special Needs*.

Black Interest

[Black Graphic Novels](#) - 07/24/2023 [New & Forthcoming Black Fiction](#) - 10/09/2023 [Street Lit New & Forthcoming](#) - 10/09/2023 [Street Lit New & Forthcoming](#) - 10/09/2023
[Black History and Culture](#) - 07/06/2023 [New & Forthcoming Black Nonfiction](#) - 10/13/2023

Our Collection Development librarians mark diverse title distinctions in our databases, as we work titles that feed in every day from publishers. We can therefore identify as many quality, diverse titles as possible, both when creating these diverse category lists and when creating lists for all other projects.

For customers who like to find titles serendipitously in ipage, we have created an “Expertly Curated” icon that appears under a title in your Search Results or Selection Lists. It indicates that a title is in one or more of our Curated Lists.

Within the title detail page, you can view lists on which the title appears and click straight into any of the featured lists. So, if you were interested in the book *Little You* because you were looking for Indigenous Peoples Board Books, you could click directly into the *Indigenous Peoples Board Books* Curated List to instantly find 18 other quality titles.



Pricing: Complimentary

iCurate Complimentary: Standing Order Programs/New Title Notifications

The Ingram Collection Development department curates, maintains, and manages 20 Standing Order Programs to help libraries easily track and order.

Programs include forthcoming titles from bestselling authors for all ages; Easy Reader series, Fiction, Nonfiction, and Graphic Novel series for all ages; Nonfiction and Travel Continuations; ReviewALERTSM Programs for Adult and Youth; hand-selected Programs for Board Books, Picture Books, Adult & Youth Nonfiction, paperback original Adult Fiction, and mass market genre Fiction; a popular video Program; an awards & state lists Program; and Ingram’s proprietary build-your-own Standing Order Program, iSelect[®].

Ingram's Standing Order Programs have been ranked as the best in public library surveys and offer several advantages unmatched in the library market:

- [Convenient](#): Enrollees can manage their profiles online through ipage 24/7, and any changes to the enrollment profile take effect immediately with no waiting.
- [Current](#): Ingram librarians and administrators hand-select and maintain offerings to ensure programs include only active offerings. We know libraries do not want to encumber their budgets with titles that will never publish because those titles are completed or discontinued offerings, so we meet and work with publishers continually to stay on top of publishing news.
- [Commitment-Free](#): With Ingram, you do not receive titles unexpectedly in your library. Customers can enroll in either Auto-ship, which delivers a list to ipage and allows two weeks for editing before the order places automatically, or in Report Only, to receive lists, which they can edit and order on their own time schedule.

We order most titles 2-3 months prepublication (sometimes up to 6 months for the most popular authors), and you may cancel backorders at any time before they arrive in our warehouses. In addition, Ingram does not alter the return policy on titles ordered through our Standing Order or Continuation Programs—it is the same return policy no matter how you order or learn about the title.

- [Complimentary](#): Ingram never reduces the discount or elevates pricing on titles running on a Standing Order Program. Our 20 Standing Order Programs truly are complimentary. There are no hidden costs.
- [Customizable](#): Customers can mix-and-match Program profiles an infinite number of ways to ease their workflow and ordering process. They can rename any profile for easy identification and to prevent over or under-ordering.

Our Programs allow line-item grids, so if a library typically wants specific branch allocations and funding codes for the works of a specific author, and different branch allocations for the titles of another author, it can simply select the correct grid for each offering in the enrollment form.

Then, when lists are delivered, correct grids are already applied.

Although we encourage libraries to review their Program lists, many Author (Adult) and Nonfiction and Travel Continuations customers with line-item grids established simply allow lists to order automatically.

- [Customer Service](#): Two long-tenured Customer Service Administrators provide special customer service for Standing Order Program customers. Although our Programs are organized and automated to allow most libraries to self-serve, our Administrators help libraries daily with everything from routine enrollment edits and cancelling, changing quantities on backorders, to onboarding new Standing Order Program customers.
- [Comprehensive](#): Ingram provides 20 Standing Order Programs for Children, Teens, and Adults in multiple formats to cover the entire library:

Programs—Adult

Author Fiction (Adult)—Provides the latest hardcover (and large print & audiobook) releases from customer-selected bestselling adult Fiction authors—our most popular Program. Program runs twice a month and includes titles up to 6 months prepublication.

Forthcoming Popular Nonfiction (Adult)—Provides the best forthcoming Nonfiction titles each month, customizable by Dewey® Century and hand-selected by our expert librarians. Offers options for large, medium, and small libraries. Program runs monthly and includes titles up to three months prepublication.

Mass Market Genre Fiction (Adult)—Gives customers the top five new titles each month in the Fiction genres they select, including: *African American*; *General Fiction A, B, & C*; *Mystery A, B, & C*; *Romance A, B, C, D, & E*; *Speculative Fiction*; and *Westerns*. Program runs once a month and includes titles up to two months prepublication.

Nonfiction Continuations (Adult)—Provides timely notification of regularly updated Nonfiction titles in a variety of subject areas from atlases to writing handbooks. If you don't want to receive a title every time a new edition releases, you can select a desired cycle. Program runs twice a month and includes titles up to four months prepublication.

Nonfiction Series (Adult)—Provides the latest series Nonfiction geared toward adults, including "For Dummies" and hundreds of others. Program runs twice a month and includes titles up to three months prepublication.

Paperback Original Fiction—Provides notification of the original trade paperbacks (20/month or 40/month) forecasted to have the highest demand. Program runs once a month and includes titles up to two months prepublication,

Popular Series (Adult)—Sends customers list of the newest and hottest titles from the popular adult Fiction series the customer selects. Program runs once a month and includes titles up to three months prepublication.

ReviewALERTSM (Adult)—Notifies customers of book reviews in their selected journals (*Booklist*, *Kirkus*, *Library Journal*, *Publishers Weekly*); can be limited by Dewey® Century, Fiction, and Graphic Novels to save time, as well as starred reviews, unstarred reviews, and all reviews. Program runs twice a month.

Travel Continuations (Adult)—Offers a flexible method of receiving regularly updated travel guide titles. If you don't want to receive a title every time a new edition releases, you can select a cycle. Program runs twice a month and includes titles up to four months prepublication.

Programs —Youth

Author/Illustrator (Children's)—Offers the newest titles by bestselling children's authors and illustrators (ages 0-12). Program runs twice a month and includes titles up to six months prepublication.

Author (Teen)—Offers the newest titles by bestselling YA authors (ages 12-17). Program runs twice a month and includes titles up to six months prepublication.

Easy Reader (Youth)—Sends notification of the newest titles from customer-selected leveled beginning reader series. Program runs twice a month and includes titles up to three months prepublication.

Nonfiction Series (Youth)—Provides the latest series Nonfiction geared toward youth, including DK Eyewitness Books and hundreds of others. Program runs twice a month and includes titles up to three months prepublication.

Picture and Board Books—Offers the best upcoming Picture Books and Board Books. Handselected by a children's librarian, this Program offers 25 or 50 Picture Books and 10 or 20 Board Books. Program runs once a month and includes titles up to three months prepublication.

Popular Nonfiction (Youth)—Offers the top hand-selected titles in Easy Nonfiction (10 titles), Juvenile Nonfiction (15 titles), and/or YA Nonfiction. Program runs once a month and includes titles up to three months prepublication.

Popular Series (Youth)—Sends customers lists of the newest titles from popular youth Fiction series. Program runs twice a month and includes titles up to three months prepublication.

ReviewALERTSM (Youth)—Notifies customers when titles receive a review in their selected journals (*Booklist*, *Bulletin of the Center for Children's Books*, *Horn Book Magazine*, *Kirkus*, *Publisher's Weekly*, *School Library Journal*); can be limited by industry standard age ranges and Graphic Novels and starred reviews, unstarred reviews, and all reviews to save time. Program runs twice a month.

Programs—For All Ages

Awards* Book Clubs* State Lists—Offers new award winners and honor books, major book club picks, and state lists. Program runs the day after books are awarded/announced.

Graphic Novel (Adult & Youth)—Features expertly hand-selected and age-ranged Graphic Novel series. Program runs twice a month and includes titles up to three months prepublication.

iSelect[®]—Ingram's own build-your-own Standing Order Program includes BISAC subject categories and sub-categories selected by the customer and is based on Ingram buy level; can also be filtered to view or exclude titles from specific publishers. Program runs every Sunday.

Popular Video (Adult & Youth)—Provides weekly notification of the latest blockbusters, independent films, foreign films, classics debuting on DVD, TV series (Youth), TV series (Adult), TV movies/mini-series (Youth), TV movies/mini-series (Adult), documentaries, anime, and family film on DVD, Blu-ray, DVD/Blu-ray combo, and Blu-ray 3D. Program runs every Thursday.

Pricing: Complimentary

iCurate Connection: Collection Development Services Newsletter

The Ingram Collection Development team continually updates our Standing Order Programs to ensure that offerings remain active and will produce titles. To keep customers updated on those changes, the team publishes a monthly newsletter, *iCurate Connection*, listing changes and news of each program.

Important Standing Order Program information such as new offerings, offerings ceased by the publisher, titles that won't run on a Program and the reason they won't run, important author or publisher news related to specific offerings, and frequency changes in publication schedules is shared monthly via this electronic newsletter delivered to your inbox.

In addition, the newsletter contains articles written by our Collection Development librarians covering a variety of topics related to collection development and publishing. Past topics have included "Social-Emotional Learning in Picture Books," "Power of Storytelling," "Surviving the Holidays," "Top Adult Debut Titles," and "On Your Mark, Get Set, Bake."

iCurate Coming Soon: Forthcoming Monthly Title Subscription

Easily manage new and forthcoming titles with Ingram's suite of librarian-curated lists delivered on the first of every month within iPage®. Featuring far more than bestsellers, this annual subscription offers three size options by category, which allows you to efficiently maintain a relevant collection while our librarians do the work.

Our collection development librarians stay informed of publishing and cultural trends and use their public library experience to tailor each list to include titles they would select for their own public library to increase circulation.

Lists are balanced according to the typical American public library—more Picture Books than Board Books, more YA Fiction than YA Nonfiction, and more Adult Nonfiction 600s than 400s. *Coming Soon* lists also follow publishing-industry schedules and reflect the seasonality of different subjects throughout the year, so they might include more titles in October than in February.

You can subscribe to Adult, Children's, and/or Teen lists and mix-and-match small, medium, and large lists within each age category—there is no price difference between sizes, and you can change the size at any time. Get lists in the following subjects:

Adult Lists (15 lists)

Adult Fiction

Adult Graphic Novels

Adult Large Print Fiction & Nonfiction (2 lists)

Adult Nonfiction 000s – 900s & Biographies (11 lists)

Children's Lists (8 lists)

Board Books
 Picture Books
 Easy Nonfiction
 Easy Reader Fiction & Nonfiction (2 lists)
 Juvenile Fiction
 Juvenile Graphic Novels
 Juvenile Nonfiction

Teen Lists (3 lists)

Teen Fiction
 Teen Graphic Novels
 Teen Nonfiction

Ingram's iCurate *Coming Soon* features an **Enhanced Duplication Management** tool in ipage, available exclusively for *Coming Soon* subscribers. The tool allows libraries to manage duplicates on customer-created and Ingram-delivered Selection Lists, iCurate *Complimentary* Curated Lists, and in Search Results quickly and easily.

It allows users to filter Selection Lists and Search Results to include or to exclude titles already on another Selection List(s), Ordered from Ingram, and/or in their Holdings (if submitting holdings to Ingram via Z39.50).

1. Search results and Ingram Curated Lists (hiding duplicates) – When a user searches and receives a list of results or views the iCurate *Complimentary* Curated Lists in ipage, *Coming Soon* customers see on the left side of the screen an additional set of options for filtering.

<input type="checkbox"/> Include	<input type="checkbox"/> Exclude	Manage Duplicates
<input type="checkbox"/>	<input type="checkbox"/>	Items on Lists
<input type="checkbox"/>	<input type="checkbox"/>	Ordered Items
<input type="checkbox"/>	<input type="checkbox"/>	Items on My Lists
<input type="checkbox"/>	<input type="checkbox"/>	Items on Other Lists
<input type="checkbox"/>	<input type="checkbox"/>	Items on Ingram Lists

Under **Manage Duplicates**, users can *Exclude* titles from view if those titles are already on a Selection List, Ordered from Ingram, or in their Holdings (if participating). This is a quick, easy way

to eliminate those titles from view in Search Results or the Curated Lists so that you don't accidentally add duplicates to a list you are creating.

2. Selection Lists (deleting duplicates) – In a Selection List (customer-created or Ingram-created, such as iCurate *Coming Soon* or Standing Order Program lists), users can filter to *include* duplicates to make it easier to remove those from their Selection List. Once your list shows only the duplicates, you can then choose to delete all visible titles from your selection list with a simple click, or to review each one and hit the delete icon when desired. The icons showing Lists on which a title duplicates help you determine if you need multiple copies of a title.

iCurate *Coming Soon* has garnered praise for its quality and comprehensiveness: “I am already happy with the titles I wouldn't normally see in my review lists. Gathering these titles would require extra work and time I rarely have. A+!” (Jeremy Bloom, Lincoln Parish Library)

Ingram's iCurate *Coming Soon* has several advantages for libraries wanting monthly custom lists delivered:

Cost-Effective:

- Annual subscription is \$775/age level (Adult, Children's, Teen)
- Select All Ages & save: \$2,100 per year
- No hidden costs—discount is the same whether you get a title through this service, and we do not change the returns policy

Convenient:

- **Enhanced Duplication Management** feature for quick-click deduplication against your Holdings, On Order, or In a Selection List
- Allows you to quickly deduplicate *Coming Soon* lists, Selection Lists, iCurate

Complimentary Curated Lists, and Search Results across ipage

- **Enhanced Duplication Management** available exclusively to iCurate *Coming Soon* subscribers

Customizable:

- Mix & match small, medium, and large lists by collection
- Select list size based on circulation, budget, or selector preference
- Have lists delivered to specific ipage account users based on how you set up enrollments

Comprehensive:

- Forthcoming, new, and timely titles selected by MLS-degreed librarians
- Date range up to 120 days prepublication

- No gaps or duplication within the iCurate *Coming Soon* service

Your iCurate *Coming Soon* lists never overlap each other, so you will never see the same title run multiple times on a list or on multiple lists. To maintain affordability, *Coming Soon* lists reflect the binding preferences of most of our customers:

1. Hardcover
2. Trade Paperback
3. Library Binding
4. Mass Market Paperback

and will not include reprints unless it is truly a new edition with updated content.

The iCurate *Coming Soon* subscription ensures you don't miss big titles and balances midlist titles and other parts of the collection. It catches those titles that quickly and unexpectedly explode in popularity when released. To that end, our librarians select titles for *Coming Soon* lists using a rolling set of publication dates (Last Month + Current Month + 3 Months).

Most titles on *Coming Soon* lists publish in the latest month available (for example, October titles in the July 1 lists); titles published in other months in the date range may also be included, based on predicted popularity and review coverage.

Drop-in titles will also be included to help your library selectors see popular titles you don't want to miss. These are titles our librarians believe necessary to build a balanced collection over the course of the year and include bestsellers, standard titles, and books on topics that help round out a public library collection.

Want to keep your Author Standing Order Program, with its line-item grids, and other Standing Order Programs while still avoiding duplicates? The Enhanced Duplication Management feature makes that easy.

Annual Pricing: \$775 Adult, \$775 Children's, \$775 Teen, or \$2,100 for All Ages

iCurate Core: One-Time Gap Analysis

From time-to-time, our collections get out of balance and are missing key titles or even sections. At other times, we simply want to know how current, complete, and relevant our collections are.

Ingram's Collection Development librarians have all worked in public libraries and have struggled with these issues first-hand. That's why we created iCurate *Core: Essential Collection Gap Analysis* for the public library. *Core* allows a library to rebalance their Adult, Teen, and/or Children's collections with a one-time list suite of essential titles currently lacking.

The iCurate *Core* service provides a one-time set of lists that include classics, standards, evergreen titles, and new, popular titles a public library should own, compared to an author/title match of your submitted holdings, to identify which titles your collection is missing. Our team of experienced, MLS-degreed librarians create the iCurate *Core* lists.

The lists come in an Excel list format with value-added information and estimated actual customer pricing to make it easier to budget. Besides standard fields such as title, author, publisher, EAN, Dewey, BISAC, pricing information, and more, these lists include fiction genre category and public library ranking to help prioritize purchases.

We mark your holdings so that you can determine if you want to purchase additional copies of a title or to replace a worn version, and you can ordering via your usual means or by emailing the spreadsheet to Ingram's Customer Care team.

Adult Lists

Adult Fiction

Adult Graphic Novels

Adult Nonfiction 000s – 900s and Biographies (11 lists)

Children's Lists

Board Books

Picture Books

Easy Nonfiction

Easy Reader Fiction

Easy Reader Nonfiction

Juvenile Fiction

Juvenile Graphic Novels

Juvenile Nonfiction

Teen Lists

Teen Fiction

Teen Graphic Novels

Teen Nonfiction

We can match your holdings by author/title, so that different bindings of a title already in your library, such as hardcover versus paperback, should show as held. Occasionally the metadata may not match between bindings, or the EAN in your catalog has been out of print long enough that it no longer appears in our database. In those cases, we cannot match different bindings, and the title on your list may appear as un-held.

You can purchase *Core* lists once, every few years, or annually. They provide a starting point showing which essential and currently popular titles are missing from your collection. This means you don't have to spend precious time identifying gaps and searching for quality replacement titles. You also can use the lists to replace essential titles previously weeded due to poor condition.

Pricing: \$1,000 each for Adult, Children's, or Teen, or \$2,800 for All Ages

iCurate *inClusive*: Diversity Audits Made Easy



Books can allow children and adults to see themselves and others represented in the text. (Rudine Bishop). According to [School Library Journal](#), almost 95% of librarians agree that having a diverse collection is either important or very important.

However, the publishing industry acknowledges a lack of diverse voices, editors, and leaders, and standard metadata rarely helps identify diverse titles. As a result, diversity audits of a collection are typically manual, time-consuming, and tedious.

With iCurate *inClusive*, a library purchases a one-time assessment of the diversity of their holdings, they email their holdings EANS to Ingram, and within two weeks, they receive eye-catching reporting on the diversity of their collection for their library board or funding agency, along with lists of the most popular, diverse titles missing in public libraries.

Purchase options include Adult, Children's, Teen, or a bundle of All Ages, and the purchase comes with the following:

- More than 60 charts and graphs showing the diversity of your collection compared to the average public library to provide context in each subject area, age range, and overall collection, including the following diversity categories:
 - Asian Interest
 - Black Interest
 - Indigenous Interest
 - Jewish Interest
 - Latinx Interest
 - LGBTQIA+
 - Mental Health
 - Middle Eastern Interest
 - Multicultural
 - Muslim Interest
 - Neuro and Physical Diversity

Diversity categories reflect interest and content rather than solely author identification, which is not always readily available, accurate, or discernable.

Audience	Collection	Asian Interest	Black Interest	Indigenous Interest	Jewish Interest	Latinx Interest	LGBT Interest	Mental Health	Middle East
Adult		8,898	18,050	3,169	4,542	5,296	9,451	3,217	
	Adult 000	32	88	33	10	26	4	0	
	Adult 100	181	224	27	59	34	50	510	
	Adult 200	470	651	128	1,110	110	176	95	
	Adult 300	1,520	3,178	571	410	1,186	1,125	314	
	Adult 400	114	36	33	23	5	8	3	
	Adult 500	35	58	21	5	16	3	2	
	Adult 600	664	452	70	118	363	84	1,061	
	Adult 700	892	1,176	164	118	398	228	13	
	Adult 800	614	1,421	173	155	443	703	35	
	Adult 900	1,270	1,185	745	656	677	61	10	
	Adult Biography	612	2,451	292	720	393	879	587	
	Adult Fiction	2,410	7,023	810	1,128	1,610	5,881	531	
	Adult Graphic Novel	84	107	102	30	35	249	56	
Children's		732	1,623	355	333	526	198	89	
	Board Book	9	30	5	20	2	6	0	
	Children's Fiction	273	396	111	104	219	43	56	
	Children's Graphic Novel	78	128	5	27	57	62	9	
	Children's Nonfiction	119	537	176	74	108	26	10	
	Easy Nonfiction	5	8	1	2	3	2	0	
	Easy Reader Fiction	64	34	3	0	18	0	0	
	Easy Reader Nonfiction	1	26	1	1	1	0	0	
	Picture Book	183	464	53	105	118	59	14	
Teen		494	887	272	208	392	1,360	434	
	Teen Fiction	354	543	148	154	320	826	348	
	Teen Graphic Novel	119	274	111	34	55	491	32	
	Teen Nonfiction	21	70	13	20	17	43	54	
Grand Total		10,124	20,560	3,796	5,083	6,214	11,009	3,740	

- Excel spreadsheet that you can edit, filter, sort, and duplicate, with 24 subject breakouts indicating the number of diverse titles currently in your collection in each diversity category, which allows you to track and enter new purchases to create “after” reporting.
- Shoppable lists of the diverse titles most popular in public libraries, with your holdings (title/author match) and the diversity codes marked, to facilitate filling in identified gaps:

Adult Lists	Children's Lists
Fiction	Board Books
Graphic Novels	Easy Nonfiction
Nonfiction 000s	Easy Reader Fiction
Nonfiction 100s	Easy Reader Nonfiction
Nonfiction 200s	Juvenile Fiction
Nonfiction 300s	Juvenile Graphic Novels
Nonfiction 400s	Juvenile Nonfiction
Nonfiction 500s	Picture Books
Nonfiction 600s	
Nonfiction 700s	
Nonfiction 800s	Fiction
Nonfiction 900s	Graphic Novels
Nonfiction Biographies	Nonfiction

Links to the iCurate *Complimentary* Diverse Title Lists provided within ipage for ongoing support:

Adult	Children's	Teen
• Adult/YA Crossovers	• Asian Interest	• Adult/YA Crossovers
• Asian Interest	• Black Interest	• Asian Interest
• Black Interest	• Board Books and Big Books	• Black Interest
• Debut	• Children's/Teen Crossovers	• Children's/Teen Crossovers
• Genre Fiction	• Debut	• Debut
• Graphic Novels	• Genre Fiction	• Genre Fiction
• Greatest HITS (High Interest Title Selections)	• High/Low	• Graphic Novels
• High/Low	• HITS (High Interest Title Selections)	• High/Low
• HITS (High Interest Title Selections)	• Indigenous Peoples Interest	• HITS (High Interest Title Selections)
• Indigenous Peoples Interest	• Latinx Interest	• Indigenous Peoples Interest
• Large Print	• LGBTQIA+ Interest	• Latinx Interest
• Latinx Interest	• Middle Eastern Interest	• LGBTQIA+ Interest
• LGBTQIA+ Interest	• Social Awareness	• Middle Eastern Interest
• Middle Eastern Interest	• Spanish Language Books	• Social Awareness
• Social Awareness	• Top Library Titles	• Spanish Language Books
• Spanish Language Books	• Virtual Book Display	• Top Library Titles
• Subject Lists		• Virtual Book Display
• Top Library Titles		
• Virtual Book Display		

All reporting and lists of diverse titles arrive in two weeks rather than over a period of months or years and save possibly hundreds of hours of payroll time. Library customer can then quickly fill in gaps, so their communities benefit almost immediately.

By purchasing *inClusive*, you can spend most of your money on filling in diverse title gaps rather than on extravagant fees for reporting and analysis or on extra payroll for a lengthy diversity audit process.

Ingram's Collection Development librarians have assigned value-added metadata in our applications for years, and we have ingested out-of-print holdings from the largest libraries in the country to make sure our reporting is as accurate and thorough as possible, even on older collections. This makes title/author matching more complete if titles come back into print at some point in the future, since the value-added information already exists in our database.

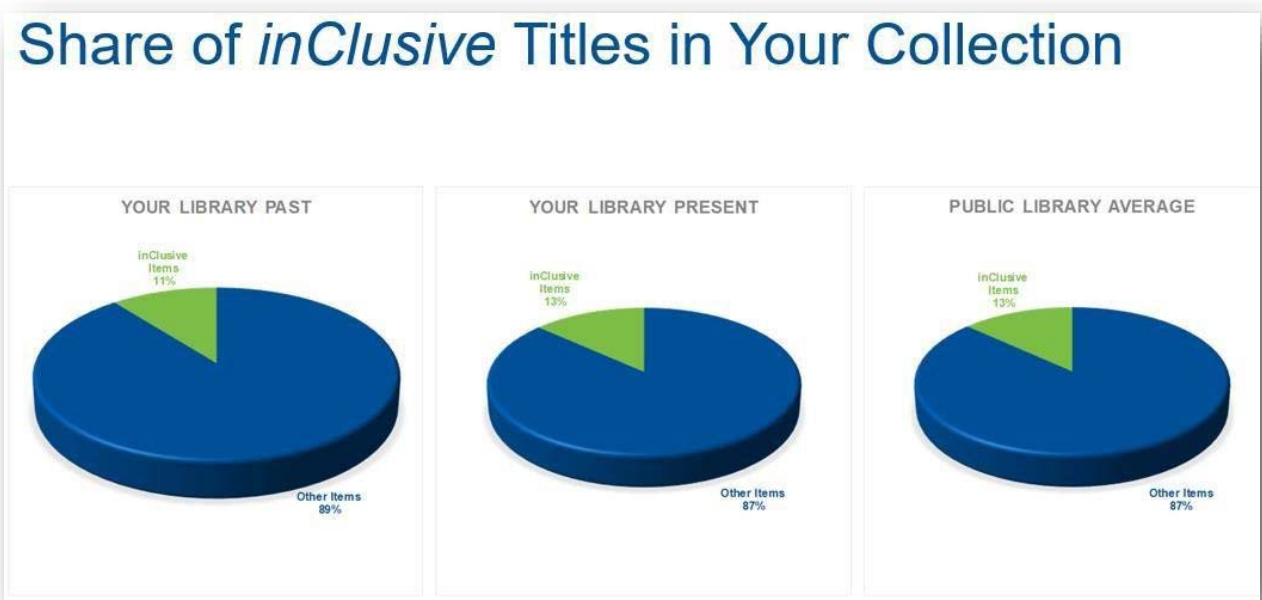
Pricing: \$1,500 each for Adult, Children's, or Teens, or \$4,200 All Ages

iCurate *inCremental*

Customers who have already purchased *inClusive* and want to measure their progress can now purchase iCurate *inCremental*, a follow-up audit showing updated reports compared to previous results and the average public library for context.

We store your previous results so that all you do to get a professional, turnkey-ready report showing your growth is send a text file of your current holdings—with Ingram, it’s easy!

Customers who have already purchased *inClusive* and want to measure their progress can now purchase iCurate *inCremental*, a follow-up audit showing updated reports compared to previous results and the average public library for context.

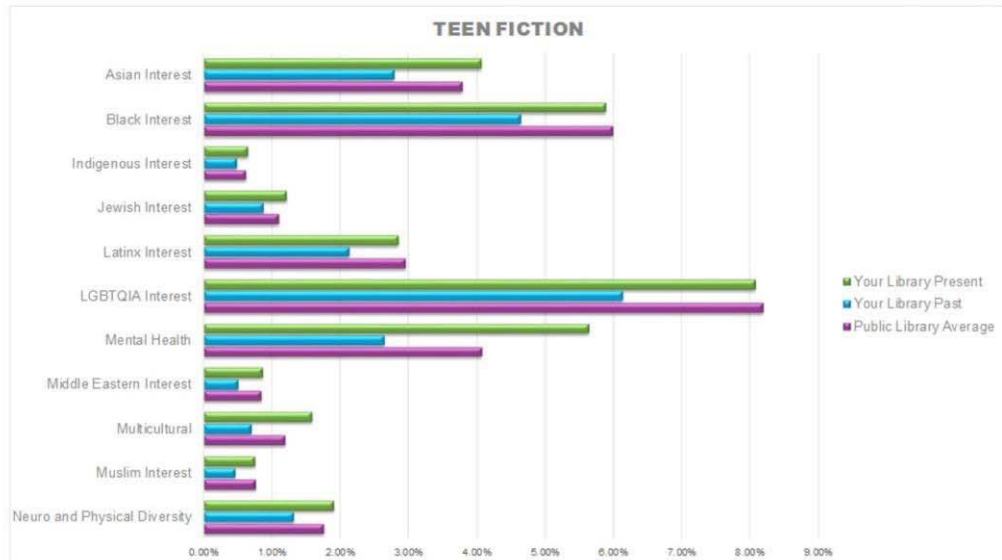


Because our librarians hand-work titles six months prepublication without relying solely on BISAC or other mapping, *inCremental* will not count dubious titles as diverse. We would rather not offer a service than offer one that potentially causes harm.

Pricing:

- \$1,500 each for Adult, Children’s, or Teens with new shopping lists
- \$1,200 each for Adult, Children’s, or Teens without new shopping lists
- \$4,200 All Ages with new shopping lists
- \$3,300 All Ages without new shopping lists

inClusive Titles Share by *inClusive* Category



22

INGRAM

iCurate Custom: Ad Hoc Lists

Ingram's MLS-degreed Collection Development librarians create one-time targeted custom lists for libraries with grants, end-of-year spend budgets, or unexpected funds. Librarians might need lists of titles not available in page Curated Lists, for titles that might be difficult to search in page.

Generally, these custom lists reflect specific topics, such as large Urban Fiction projects, African Diaspora Biographies, Parenting Collections, Job Searching & Interviewing, Immigration Assistance, etc. and involve a known budget amount that will be purchased through Ingram. To begin complimentary project, libraries can contact their sales representative, who will provide the appropriate form that includes subject(s), budget, the date the library needs the lists, preferred publication date range, binding preference, and other pertinent information.

Ingram's Collection Development librarians have extensive experience creating lists of all kinds, like lists of religious titles for the Qatar National Library, to a large librarian professional development collection for a public library in Florida, to lists of titles for marijuana collection in a public library in Colorado. With Ingram, it's easy.

Pricing: Complimentary when purchased solely from Ingram

iCurate Custom: Ongoing Custom Lists

Ingram's Collection Development librarians create ongoing monthly custom lists for several libraries, including Free Library of Philadelphia, Chicago Public Library, and more. These lists are delivered in ipage and are built solely for each library based on customer specifications.

Often, we can save libraries money by pointing out existing lists or programs that will meet their needs. For libraries with truly custom needs, we will create a proposal, often with a few options and price levels, and we will work with you to make the best decision for your library.

Pricing: Based on requirements and estimate of time spent; Ingram will develop an agreement with the specs and pricing detailed and partner with the customer to find the best solution.

InDemand Alternative Lease Plan

Though Ingram Library Services believes book ownership to be a more cost-efficient collection development strategy in the long term for libraries, we understand the convenience of book lease programs. Librarians are busy people, after all. And regular, attentive weeding is a timeconsuming responsibility.

Enter InDemand, Ingram Library Services' lease alternative plan.

What makes InDemand unique is that it allows libraries to own every copy of each title they purchase, AND it provides an easy, reliable way for libraries to sunset extra copies when they no longer need them.

By partnering with Thriftbooks and BetterWorldBooks, Ingram can offer the same benefits of books lease programs, like getting hot new titles in quantities libraries need -- on time and into the hands of patrons -- when demand is highest.

All books purchased will receive Mylar and/or laminate covers, barcodes, and spine labels. We'll also apply an attractive InDemand sticker to help staff and patrons easily identify these newest titles.

What's more, no retired books end up in landfills. Because Thriftbooks and BetterWorldBooks are certified "green" companies.

A pilot program for InDemand will commence in the summer of 2023, with a full launch planned for late fall, 2023. Stay tuned for more information!

Reviews in ipage ipage currently includes review citations and full text reviews from the following journals:

- [*Booklist*](#)
- [*The Bulletin of the Center for Children's Books*](#)
- [*Foreword Magazine*](#)

- *Hornbook Guide*
- *Hornbook Magazine*
- *Library Journal*
- *Kirkus*
- *School Library Journal*
- *Publishers Weekly*
- *Shelf Awareness*
- *BookPage*
- *BlueInk Review*

**Please note the above list of journal titles is subject to change at any time.*

Catalogs

Ingram's comprehensive family of trade catalogs showcases forthcoming and recently published titles in an attractive and easy-to-follow layout. Our catalogs also feature relevant and timely editorial content including author interviews, merchandising tips, and product news to help librarians stay abreast of trends in the book world.

For those who like to shop from their computer, online access to catalog content is available to all ipage® subscribers. E-Catalogs transform existing print publications into enhanced web versions with multiple browsing options and interactive features, including keyword search, zoom and magnifier functions, sticky notes, e-mail options, and easy ordering. Simply click any of the E-Catalog links on ipage® to start browsing.

Catalogs currently available in print and/or electronic versions include:

Advance (print and digital)

<https://www.flipsnack.com/ingramcontent/advance-november-2023/full-view.html>

Biography/History (print and digital)

<https://www.flipsnack.com/ingramcontent/biography-history-supplement-2023/full-view.html>

Black Culture

<https://discover.ingramcontent.com/catalog/black-culture-january-2023>

Business, Computer, and PTR Books

<https://discover.ingramcontent.com/catalog/business-bks-ptr-computer-s-s-2023>

Catholic Reflections

<https://discover.ingramcontent.com/catalog/catholic-reflections-summer-2023>

Children's Advance (print and digital)

<https://www.flipsnack.com/ingramcontent/children-s-advance-december-2023/full-view.html>

GN, Comics & Manga (print and digital; quarterly)

<https://www.flipsnack.com/ingramcontent/graphic-novels-comics-manga-fall-2023/fullview.html>

Giftbook: In Spring, we have Spring Gift Books Supplement and Spring Bio/History catalog. In the fall, we have Holiday Giftbook Supplement; Children’s Holiday Giftbooks; Christian Holiday; Holiday Cookbooks Supplement; Fall Gift & Game; Fall Bio/History.

<https://www.flipsnack.com/ingramcontent/spring-giftbooks-2022/full-view.html>

IndieWire

<https://marketing.ingramcontent.com/mrknng/IndieWire/0923/indie-wire.html>

K12 Resource (digital; spring, fall, winter)

<https://www.flipsnack.com/ingramcontent/k-12-resource-winter-2022-23-hpfv8lspma/fullview.html>

My Spanish Bookshelf (digital)

<https://www.flipsnack.com/ingramcontent/my-spanish-bookshelf-fall-2022/full-view.html>

Mystery, Suspense, True Crime

<https://discover.ingramcontent.com/catalog/mystery-suspense-true-crime>

Regional Focus (digital; quarterly, with titles divided into four regions)

<https://discover.ingramcontent.com/catalog/regional-focus-spring-2023>

4. REPORTS AND AUDITS

Vendor must be able to create monthly reports on cancelled and back-orderd items and offer onsite auditing of materials in storage if requested by MPL. company can offer to ensure progress of the project.

We are happy to assist Murrieta Public Library with its workflows and information/report needs regarding audits when we are fully knowledgeable of the Library’s requirements.

Order Status Reports

We provide status reports, including our Packing Slip.

The packing slip supplies you with the status of any book shipped, backordered, or out-of-print. The packing slip lists titles alphabetically by title. Titles not included in the initial shipment show a “B” in the “BO” column if they have been backordered. An “S/W” identifies those titles that we will ship from your secondary distribution center.

INGRAM

7311 INNOVATION BOULEVARD
FORT WAYNE, IN. 46818



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① 2025300-
SHIP TO NUMBER

3.62#
WEIGHT

②

1/30/2023	C7L6ML851	EH	1
DATE	OE #	OT	PAGE

ILSCUSTOMERSERVICE@INGRAMCONTENT.COM
CUSTOMER SERVICE # 800-937-5300

QTY SHIP	QTY ORDER	TITLE \SORTED BY TITLE			③ P.O. NUMBER	DISC PCT.	BASE RETAIL	EXT. BASE
		TITLE CODE	PROD I.D.	DIV				
1	1	EVICTED				43.5	1899	1073
		059386567	9781684379798		01262023CMH			
1	1	HEROES OF THE ENVIRONMENT				43.5	1699	960
		004714924	9780811867795		01262023CMH			
1	1	LIFT EVERY VOICE & CHANGE A SO				43.5	1899	1073
		061099748	9780760374597		01262023CMH			
1	1	POWER ON				42.5	1995	1147
		060437043	9780262543255		01262023CMH			
Totals:		SHIP 4	PRV 4	ORD 0	B/O 0	OUTSTK 0	NYR 0	
CARTONS:		1		LIST:	74.92	RETAIL:	74.92	COST: 4253
THANK YOU FOR YOUR ORDER! PLEASE NOTE THAT YOU CAN VIEW YOUR ORDER STATUS INFORMATION ANY TIME IN IPAGE BY GOING TO THE ORDERS MENU.								

Key

- ① Account Number
- ② Order Entry Number
- ③ Purchase Order Number

PACKING LIST
NOT AN INVOICE

Discounts will not appear on publisher titles that are a part of your Terms of Sale Agreement. Please refer to your Terms of Sale Agreement for discount information.

Customers receive the Title Status Report monthly. It provides current backorder status information and indicates titles unavailable within your normal backorder period. The reverse side of the Title Status Report lists the most common status codes:

PRODUCT TYPE LEGEND:

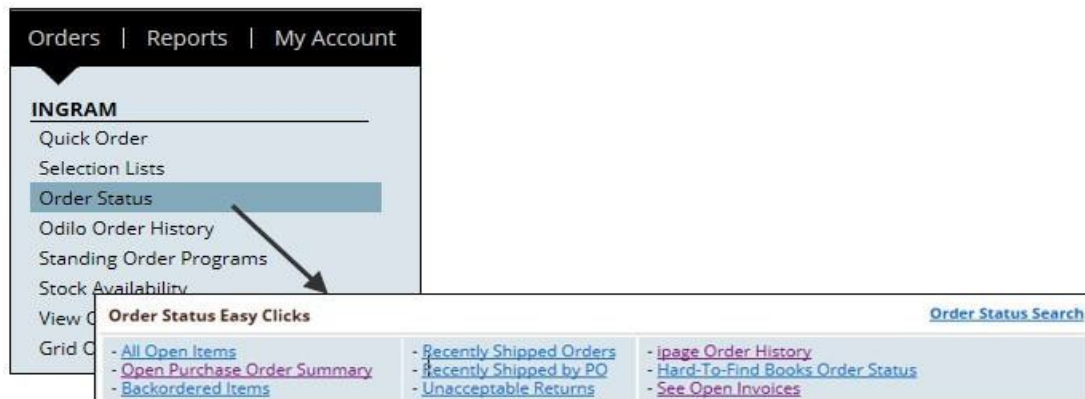
TPAP - Trade paper
 MPAP - Mass market paper
 HARD - Hardcover
 AUD - Audio
 MUS - Music
 MULT - Multimedia
 MAPS - Maps, Calendars, Board Games

STATUS CODE LEGEND:

BO - Backordered
 CANC - Cancelled
 CAN1 - Cancelled: ISBN incorrect/unknown
 CAN2 - Cancelled: Publisher cancelled
 CAN3 - Cancelled: Out of stock
 CAN4 - Cancelled: Out of stock indefinitely
 CAN5 - Cancelled: Out of print
 CAN6 - Cancelled: Not yet available
 CAN7 - Cancelled: Not our publication
 CAN8 - Cancelled: Delay in publication
 CAN9 - Cancelled: Apply direct - Not available
 CAN10 - Cancelled: Publisher did not respond
 CAN11 - Cancelled: Via OE60 screen
 IR - In research
 NAI - Product unavailable through Ingram
 NOP - Publisher has indicated "not our publication"
 NYR - Not yet received
 OS - Out of stock; Backordered
 OSI - Publisher and Ingram out of stock indefinitely
 OP - Cancelled; Out of print
 PPD - Publisher postponed publication
 PEND - Pending Alibris availability

Order Status Information on ipage®

Order Status information is available on ipage®. Under the Order drop down menu, simply click Order Status for a list of Order Easy Clicks:



- [All Open Items](#) - This report shows line items currently backordered or being processed and not yet been invoiced.

- [Open Purchase Order Summary](#) - This report shows a summary by PO Number that includes the date ordered, total units open, units in process, and units backordered. The PO Number can be clicked on to receive title-specific information.
- [Backordered Items](#) - This report includes titles currently on backorder with the date ordered, the backorder cancel date, EAN, title, format, publication date, PO number, quantity, and the distribution center. You can also cancel a backordered item.
- [Recently Shipped Orders](#) - This report shows orders shipped within the last 14 days, with the option to view the last 90 days, including the date shipped, order entry number, and shipping tracking number. You can view order details by clicking the order entry number. You can view delivery status by clicking the shipping tracking number.
- [Recently Shipped by PO](#) - like the Recently Shipped Orders, this report shows orders shipped within the last 14 or 90 days. It sorts items by PO Number and includes the date shipped, order entry number, and shipping tracking number. You can view order details by clicking the order entry number. You can view delivery status by clicking the shipping tracking number.
- [Unacceptable Returns](#) - This report shows items returned that are outside of Ingram's return policies.
- [ipage® Order History](#) - This feature shows the order date and time, PO number, and the name of the person whose account login placed the order. It also provides a link to an Order Confirmation which gives a detailed summary of the order, including title, author, ISBN, whether the item is shipped or backordered, and retail price.
- [Hard-To-Find Books Order Status](#) - This report shows the status of any books ordered through the optional Hard-To-Find Books function on ipage®.

Note: The Shipped/Invoiced Items under Order Status Search appears in ipage® for 90 days, UNLESS the Purchase Order is still open, e.g., there are titles still on backorder or in processing. Then you may be able to search for older invoiced items.

Online Account Management ipage® has many accounts management tools. Through ipage®, you can:

- Review your current account information, such as standard backorder settings, primary distribution center, and more.
- Keep your contacts up to date with Ingram and make sure the right people receive the information they need to help you manage your account.
- Cancel backorders or change a backorder cancellation date.
- View cancellations.
- Print invoices and credit memos.

- Enable user to look up ISBNs in your library's OPAC while using ipage.
- Set up iMatch to match your collection against titles placed in a selection list on ipage via Z39.50.
- Enable One-Click ordering (Millennium (III Enhance or INNOPAC) only).
- Manage FTP download delivery

ipage® Order History posts for 6 months, and can be sorted by order date, PO number, or “placed by.”

Financial Information available on ipage® includes open and closed invoices and credit memos. Accounting items are posted for 90 days.

Reports are also available for printing by clicking on the “print version” button.

Returns Reporting ipage® features the following returns reporting options. You can:

- Report shortages.
- Determine the date Ingram received your return items.
- Determine the status of a return.
- View credit memo information.

Customized Reporting Options

If standard reporting options do not meet the Library's needs, Ingram can provide customized reporting based on open and closed order data to keep your project on track. These reports will be in Excel format, which can then be filtered and sorted per the Library's preference.

Excel Reports in ipage ipage offers three headquarters-level reports, downloadable in Excel format for easy searching and sorting:

- Cancelled Items (items cancelled during the previous month)
- Invoiced Items (items invoiced during the previous month)
- Open Items (all items, refreshed nightly)

Self-Help Tools ipage includes easy-to-use, self-help tools, such as “Find My Order” and Help>Report Discrepancies,” both of which are easy to find and use.



Find My Order

Find My Order ×

Search for items ordered within the last 90 days or visit [Order History](#).

Search by:*

Purchase Order Number
 EAN/Product Code

criteria must be an EXACT match

Search All Ship To Accounts?

Submit

1 | Home | Lists | | Help | Logout

Report Discrepancy
Site Help
Contact Us
User Guides
FAQs

For more information about our “Report Discrepancy” feature, please see our information on Returns.

5. FILL RATES

Vendor must be able to meet a 90% fill rate within 90 days of ordering un-catalogued titles.

Ingram's senior and executive leadership continually monitors fill rate reports across all market segments. Ingram Library Services is proud that our initial fill rates are typically 85-90%, with a fill rate of 95 to 100% shipped or reported within 90 days, on items listed in Ingram's database. Note that our fill rate includes over 19,000,000 available titles.

Print

91.78 % shipped at time of initial order

98.92 % shipped in 60 days

99.02 % shipped in 90 days

Spoken Word

92.53 % shipped at time of initial order

99.30 % shipped in 60 days

99.44 % shipped in 90 days

DVD/Blu-ray

77.85 % shipped at time of initial order*

97.25 % shipped in 60 days

97.60 % shipped in 90 days

Ingram's average fulfillment rates listed above are for in-print library material. We calculate fill rates for Ingram public library customers and for items available through Ingram at the time of order, excluding items unavailable from the publisher at the time of order.

*Note that "On Order" stock for DVD titles shown on ipage® reflects the inventory level in the Ingram Entertainment distribution center. Upon order, we receive them in our distribution center within 24 hours.

6. RETURN AND CREDIT POLICY

Vendor must accept any publisher defective materials back up to one year and issue full credit with no restocking fee.

Ingram's Returns Policies provide prompt and efficient resolution for reporting and returning materials. A return authorization number is not required, though, in some cases as indicated below, we ask the customer to report returns to Customer Care. **Ingram cannot accept return of any product we do not stock or did not provide.**

Processed Materials

Items with cataloging or processing per Library's specifications are no longer in resalable condition and, therefore, are non-returnable, except due to Ingram error.

Non-Returnable Materials

Each publisher decides whether their product is non-returnable. Publishers determine this on a product-by-product or binding-by-binding basis, or as items go out of print, and non-returnable items are indicated on ipage.

Hassle Free Returns

Libraries can return any unprocessed materials, as a “Hassle-Free” returns, for up to 60 days after the invoice date.

- The library should include a copy of the Hassle-Free Returns form (found on the back of packing slip or printed from ipage) in each carton shipped to Ingram.
- Ingram will not charge a restocking fee for items returned in accordance with our Hassle-Free Returns Policy. Beyond the 60-day window, we may charge a restocking fee.

The screenshot displays the Ingram | ipage user interface. At the top, there is a navigation bar with links for Browse, Search, Curated Lists, Orders, Reports, IPS, My Account, Home, Lists, Help, and Logout. Below the navigation bar, the Ingram | ipage logo is visible, along with a search bar and a 'Find My Order' button. A dropdown menu is open, showing various settings and services categories:

- ADMINISTRATOR SETTINGS**
 - ipage Account Settings
 - Company Contacts & Information
- MY SETTINGS**
 - Change Settings
 - Access a Different Account
 - View Alert Archive
 - Sign up for Ingram E-mail Communications
- INGRAM SERVICES**
 - Marketing Materials
- FINANCIAL INFORMATION**
 - ACCOUNTING & INVOICES**
 - Account Info Summary
 - Recent or Pending Electronic Payments
 - All Open Accounting Items
 - Open Invoices
 - Closed Invoices
 - Open Credit Memos
 - Closed Credit Memos
 - Unapplied Cash
 - Chargebacks
 - Late Payment Charges
 - Advanced Account & Invoice Search
 - RETURNS & SHORTAGES**
 - Create Returns** (highlighted)
 - Returns Status
 - Report Shortages
 - Returns/Shortage History

Below the menu, there is a section for 'Trade Bestsellers - New York Times Hardcover Fiction' featuring three book covers: 'Only the Dead: A Thriller', 'Happy Place', and 'Fourth Wing'.

Overstock Returns

Overstock returns are unprocessed materials returned after the 60-day window.

We credit Overstock Returns at 50% off the list price, for standard discount books. Short-discount books receive credit at 10% less than original invoice price:

- Overstock returns are subject to a 10% restocking fee.
- Overstock returns for libraries may not exceed 10% of purchases made during the preceding 12 months.
- All product returned to Ingram must be in a marketable condition.
- Ingram reserves the right to send back, at the Library’s expense, all products returned to Ingram in a condition in which they cannot be resold.

- To initiate an overstock return, customers can send the material(s) with the packing slip to the Ingram Return Center. Customers pay return freight for overstock items.

Hard to Find Books Alibris Returns Policy

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

Please email Ingram Customer Care at ilscustomerservice@ingramcontent.com to report a return. If the return is due to non-Ingram error, send the material to the Alibris Distribution Center.

Items Damaged in Transit or Shipped due to Ingram Error

We ask the Library to accept delivery of materials damaged in transit.

Library staff should note product impairment on the carrier delivery receipt and then email our Customer Care Department at ilscustomerservice@ingramcontent.com for return instructions. If possible, please take pictures of items received damaged.

We cannot reimburse for claims made after 60 days from invoice date.

Defects - Books

Ingram understands that defects inside a book may not be detected until after circulation, so there is no timeframe for returning product received with publisher defects. Eligible defects include the following:

- Missing pages
- Contents out of sequence
- Books bound upside down
- Contents different from that indicated on the cover/title
- Ink or printing issues
- Crooked pages
- Blank pages
- Malfunctioning disc
- Item received with missing or incorrect disc(s)
- Please note, however, that due to wear and tear circulation can cause, we accept books with broken bindings for up to 60 days after invoice date.

Defects - AV Materials

- Eligible defects can include damage or defects to individual discs in a multi-disc set. If the title is currently in stock, we offer the option to replace the entire product, rather than only 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 after the title is in circulation. Replacements for discs lost or damaged after receipt from Ingram may be available directly from the title's publisher. For example, Brilliance Audio Library Edition audiobooks offers a guarantee of free disc and vinyl case replacements. You can obtain publisher contact information for every title in ipage at your convenience, 24 hours a day, 7 days a week.

Please complete and submit a discrepancy form via ipage. You can find the form under the "Help" tab.

Once you have submitted the Discrepancy form, we will send a return label, if applicable, to your provided email, and issue a credit memo. You can then submit your replacement order of the item(s) as part of your next regular order.



Credit Memo

Upon proper notification and receipt of returned titles in our distribution center (if required by Ingram), we credit the customer for the full invoiced amount of the item(s). Credits appear on monthly statements, with reference to the purchase order number, and credit memos are visible on ipage.

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. City will compensate Consultant for the Commodities purchased via Purchase Order and submission of a valid invoice.

PURCHASE ORDER GENERAL CONDITIONS

1. In accepting the award of a Purchase Order from the City of Murrieta, the Supplier agrees to having read and acknowledged these General Conditions.
2. This purchase order shall be governed by the laws of the State of Tennessee.
3. All sales, use, excise or similar taxes to be paid by City must be itemized separately hereon and on invoices. City is exempt from payment of Federal Excise Tax and supplier shall not charge this tax to City. Charges for Shipping and Handling should be separated and reflected on the invoice.
4. City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council appropriating the necessary funds. A fiscal year commences on July 1 and ends on June 30 of the following year. If the City Council fails to appropriate the necessary funds for any fiscal year, then the Purchase Order shall terminate at no additional cost or obligation to City.
5. Supplier shall use commercially reasonable efforts to provide product and/or services within the time specified by City . If at any time Supplier believes that goods, materials, equipment, supplies ("item"), labor or services will not be made as scheduled, supplier shall promptly give notice stating the cause of the delay to City.
6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description specified by City and shall be fit and sufficient for the purpose intended, merchantable, of good materials and workmanship, in good working order and free from defect or faulty workmanship for a period of at least ninety (90) days, after delivery. When defective items or faulty workmanship is discovered, Supplier shall provide all labor, materials, parts and equipment to correct such defect or make such replacement at no expense to the City. Defective items not meeting City's specifications shall be held for Supplier's instructions at Supplier's risk and, if Supplier so directs, will be returned at Supplier's expense.
7. City shall not be liable for, and Supplier shall defend (with attorneys approved by City), indemnify, and hold harmless City and its officers, agents, employees and volunteers (collectively "City Parties"), against any and all claims, deductibles, self insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs ("Claims"), which arise out of or are in any way connected to the work performed by Supplier by this Agreement arising either directly or indirectly from any act,

error, omission or negligence of Supplier or its officers, employees, agents, contractors, licensees or servants. Supplier shall have no obligation, however, to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the negligence or willful misconduct of City Parties.

8. City reserves the right to terminate this Purchase Order, or any part of it, at any time even though Supplier is not in default. In the event of default, Supplier shall have a reasonable opportunity to cure no less than thirty (30) days. On receipt of notice of termination, Supplier shall, unless such notice otherwise directs, immediately discontinue all work on the Purchase Order and deliver, if and as directed, to City all completed and partially completed items and work in process. This section shall not limit or affect the right of City to terminate this Purchase Order immediately upon Supplier's breach.

9. City reserves the right to terminate this Purchase Order or any part of it and reject delivery of items if delivery is not made when and as specified. Supplier shall be charged for any losses sustained by City by reason of such delay or failure, except losses caused by a delay for reasons beyond Supplier's reasonable control. Direct losses shall include any costs to City in excess of the Purchase Order price of obtaining items or services from other sources similar to those terminated or rejected.

10. Supplier shall not substitute items without approval of the City Purchasing Agent or designee.

11. Supplier shall keep confidential and not disclose or use in any way confidential business or technical information that the City may disclose in conjunction with this Purchase Order that Supplier may learn as a result of entering City property to deliver items or services or to perform work hereunder.

12. Supplier shall not assign this Purchase Order or any part hereof or any payments due hereunder or delegate any duties without City's prior written approval.

13. This Purchase Order shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this Purchase Order.

14. Supplier shall comply with all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the subject matter hereof, and shall obtain all necessary licenses and permits related to the items, work or services.

15. Supplier, its employees, and agents shall be considered independent contractors and not employees or agents of City.

16. City's purchases are based on its actual needs and requirements. City is obligated only to purchase those items and those quantities that City needs and requires, regardless of any estimated quantities provided to the Supplier.

17. Shipping – Deliveries must be prepaid (FFE) freight. City will not accept COD shipments. Packing lists must accompany each shipment, showing purchase order number,

description and part number for each item. Shipments must be identified as “PARTIAL” or “COMPLETE”. Over shipments, unless specifically authorized, will not be accepted.

18. Material is subject to Purchasing Agent’s inspection and approval within a reasonable time after delivery; if specifications are not met, material may be returned at Supplier’s expense.

19. Invoicing – Send invoice promptly upon shipment, showing purchase order number. Invoice each Purchase Order separately, in duplicate.

20. Payment - Supplier shall submit invoices to the City for payment of goods and services rendered. Unless otherwise specified, the City shall pay properly submitted invoices not more than 30 days after (i) the acceptance of goods or services by the City; and (ii) receipt of an undisputed invoice. Late payment penalties shall not apply to this order.

II. The total compensation for all Services shall not exceed the Contract Sum as provided in the Cover Page of this Agreement.

III. Consultant’s billing rates for Commodities are attached as Exhibit C-1.

EXHIBIT "C-1"

SCHEDULE OF COMPENSATION

Titles ordered under our optional Hard-to-Find Books Service ship from Alibris's distribution facility, not an Ingram warehouse. They will not combine with your Ingram orders for shipping and may have different turnaround times and shipping methods. These titles are sold at the net price shown, plus a \$3.95 per book shipping and handling fee if shipped within the United States.

Special Terms for Hard-to-Find Books Service

- Not covered under Ingram contract terms and discounts.
- Do not receive cataloging or processing services.
- Receive net pricing.
- No minimum order required.
- Ingram invoices customers for Alibris orders, and these invoices also appear on the monthly Ingram statement.
- Titles ship from Alibris's distribution facility, not an Ingram warehouse. Therefore, they ship separately from your Ingram orders, perhaps with a different carrier and may have different turnaround times and shipping methods.
- Delivery charges and freight charges vary from your standard Ingram orders, and we apply a \$3.95 per book shipping and handling fee if shipped within the United States.

Paperback pre-binding services are offered through Ingram's partnership with The HF Group (formerly Heckman Bindery). The cost of this service is \$7.00 per book (\$14.65 for set binding for custom book box set). Since this is a pass-through charge, any price increases will be passed along to the Library.

The resulting product provides:

- Strong, double-fan adhesive binding
- Archival quality endpapers and adhesives
- Flex-board reinforced spine
- Flannel-cloth binding reinforcement
- Digitally reproduced graphics • Nylon lamination film
- Durable binder's board cover

Discounts

Format	Discount
Hardcover	45.0%
Trade Quality Paper	40.0%
Mass Market Paper	40.0%
Publisher's Library Binding	15.0%
Prebind	10.0%
University Press	10.0%
Shorts	10.0%
Graphic Novels	40.0%
Nets	0.0%
Spoken Word	45.0%
DVD	< \$14.99: 35.0% \$15.00-\$19.99: 30.0% \$20.00+: 25.0%
Music	5.0%

*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 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.

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

*** Although the majority of Ingram's DVD inventory is eligible for the maximum discounts, some titles receive smaller discounts.

Definitions of Binding Types and Presses

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

In determining which titles receive less than full trade discounts, Ingram categorizes books for pricing purposes by considering the binding, cost of acquisition, general marketing categories,

publisher's discount, and other factors as defined by the Definitions of Binding Types and Presses provided. Ingram reserves the right to be the sole and final determinant of the pricing category.

Trade Hardcover: High demand fiction and nonfiction books published with a glued binding and a hardcover. These titles are typically for the general consumer and produced by widely distributed publishers. Trade bindings may also be referred to as retail trade editions, trade books, hardbound books, hardback books, cloth bound books or cloth cover books. Publishers normally produce these titles in larger print runs.

Quality Paperback: High demand fiction and nonfiction books with paper covers and generally no size restriction. Any illustrations or graphics may be placed throughout the book; both paper and printing are high quality. These titles are typically for the general consumer and produced by widely distributed publishers. This binding may also be referred to as trade paper or trade paperback. *

Mass Market Paperback: High demand books with paper covers that are produced in a size to fit a standard retail store display and generally deal with subjects of mass appeal. Any illustrations are grouped together in one section of the book. *

Library Bindings: Books of higher quality publisher bindings, usually fanned and glued, and may also be sewn. Books may be identified as Library Bindings on ipage@.

University Press: The binding types may vary for these titles (i.e., Hardcover and/or Paperback), but all are published by a University Press.

Short Discount/Non-Trade: Lower demand, small print-run books in various bindings, and includes graphic novels, legal, technical, reference, scientific, and medical titles as defined by Ingram subject categories. Titles are generally published by small or university presses. Also included are print and audiobook titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram's purchasing requirements. Ingram is pleased to make this broad base of titles available to our customers with no service charges.

Large Print: Ingram does not recognize large print as separate binding type for discount purposes. Large print titles receive discounts according to binding/press assigned to the ISBN ordered as outlined above.

Graphic Novels: A narrative work in which the story is conveyed to the reader using comic form. The term is employed in a broad manner, encompassing nonfiction works and thematically linked short stories as well as fictional stories across several genres.

Picture Bookse Board Bookst 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.

Freight Terms

We are pleased to offer Ingram-paid freight from your designated primary and secondary distribution centers. We hold orders until a minimum quantity of 15 units is met. The qualifying unit quantity is subject to change with notice. Items picked, packed, and shipped together count as an individual shipment.

Ingram chooses the most cost-effective shipping method but uses UPS ground service to transport most of Ingram's goods. Ingram reserves the right to adjust distribution center designations to provide the most favorable service to your Library. We ship FOB Destination. With FOB Destination, Ingram is responsible for product until delivered to its destination; liability lies with the receiving agency thereafter.

When freight charges on an individual account surpass 3.0% of the account's expenditures, Ingram reserves the right to add fuel surcharge, with notice. These charges appear as Shipping and Handling charges on your invoice and are subject to change with notice.

Payment Terms

Payment terms under this contract shall be NET 30 EOM. We require payment for invoices within these terms for purchase orders completed or not completed.

While other vendors demand payment from invoice date, we calculate our terms on statement date at the end of each month. With payment due 30 days from statement date, your payment is due an average of 45 days from invoice (30-59 days).

You must report invoice discrepancies to Ingram within 30 days of the invoice date. All discrepancy reports must include an invoice number and date of invoice. Discrepancies reported after 30 days from invoice date do not receive adjustment.

For opening day collections, Ingram can store product and ship to you at an agreed upon date under the following terms: We invoice items when we store them in an Ingram facility after receiving processing and cataloging services. Stored items are payable within 30 days EOM. Ownership and title of product passes to the Library upon invoice.

ipage@ ipage is Ingram's online collection development and ordering tool for librarians, combining the industry's largest inventory with complete title information, including pre-pub metadata, collection development resources, reviews, and real-time stock check. Customers with a current, active Ingram account are eligible for a free subscription to ipage, which offers libraries easy-touse ordering capabilities and other features at no cost for unlimited concurrent users.

You can access ipage at <https://ipage.ingramcontent.com>. Via ipage, you can access and manage your library's account (s) specific information, at your convenience, 24 hours a day, 7 days a week.

EXHIBIT D

SCHEDULE OF PERFORMANCE

N/A

EXHIBIT E

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01_ (or its equivalent) covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000 per accident for bodily injury or disease**. (Not required if consultant provides written verification it has no employees)

3. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**.

4. **Cyber:** Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Consultant's **insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of

subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to ~~purchase coverage with a lower retention or~~ provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall ~~not limit who provide, or be endorsed to provide, that~~ the self-insured retention may be satisfied by ~~either the named insured or City~~. The CGL and ~~any policies, including~~ Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Consultant and job – it could be much higher, or in the case of a very small Consultant, you might want it lower] unless approved in writing by City. The Professional Liability and Cyber Liability policies may not be subject to a SIR or deductible that exceeds \$1,000,000 unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. ~~City may deduct from any amounts otherwise due Consultant to fund the SIR/deductible.~~ Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of ~~any policies and~~ endorsements for verification. **Acceptability of Insurers** Insurance is to be placed with insurers authorized to conduct business in the state with a current

A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

- 1.The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- 2.Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work,**
- 3.If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause ~~and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.~~ All certificates and endorsements ~~and copies of the Declarations & Endorsements pages~~ are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to **reasonably** require complete, certified copies of all required insurance policies, including endorsements required by these

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specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.