



City of Palo Alto

MEMORANDUM

To: City Council

Date: June 22, 2020

SUBJECT: Agenda Item #26: Approval of Three Library Contracts With: 1) Baker & Taylor for Up to Six Years for a Total Amount Not-to-Exceed \$2 Million for the Purchase of Library Materials and Services, 2) Ingram for Up to Six Years for a Total Amount Not- to-Exceed \$200,000 for Print Materials and Services, and 3) Midwest Tape for Up to Six Years for a Total Amount Not-to-Exceed \$700,000 for Media and Digital Materials and Services

The above referenced agenda item can be reviewed in staff report #11398. Attached for Council's review is the partially executed agreement with Ingram for print materials and services (**Attachment A**). The City's practice is to include the partially executed agreement for Council's review and the agreement with Ingram attached to the staff report was not partially executed. In staff report #11398, contract C21177635B for Ingram is Attachment C.

DocuSigned by:

Gayathri Kanth

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Gayathri Kanth
Interim Library Director

DocuSigned by:

Ed Shikada

F2DCA19CCC8D4F9...

Ed Shikada
City Manager

Certificate Of Completion

Envelope Id: CBA4B4AF6D7647FAABC517C4CB8692CA	Status: Completed
Subject: Please DocuSign: At Place Memo - Library Materials Services - Agreement A	
Source Envelope:	
Document Pages: 28	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Giovanna Erkanat
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	Giovanna.Erkanat@CityofPaloAlto.org
	IP Address: 199.33.32.254

Record Tracking

Status: Original 6/15/2020 3:39:27 PM	Holder: Giovanna Erkanat Giovanna.Erkanat@CityofPaloAlto.org	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

Signer Events

Gayathri Kanth
Gayathri.Kanth@CityofPaloAlto.org
Assistant Director Library Services
City of Palo Alto
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 99.52.201.197

Timestamp

Sent: 6/15/2020 4:53:26 PM
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Signed: 6/15/2020 4:55:07 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ed Shikada
Ed.Shikada@CityofPaloAlto.org
Ed Shikada, City Manager
City of Palo Alto
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
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Signed: 6/15/2020 5:11:16 PM

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Christine Paras
Christine.Paras@CityofPaloAlto.org
Asst. Director Administrative Services
City of Palo Alto
Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/15/2020 5:11:19 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
<p>Diane Lai diane.lai@cityofpaloalto.org Division Head Library Services City of Palo Alto Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 6/15/2020 5:11:19 PM
<p>Giovanna Erkanat giovanna.erkanat@cityofpaloalto.org Management Analyst City of Palo Alto Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 6/15/2020 5:11:19 PM
<p>Terry Loo Terry.Loo@CityofPaloAlto.org Sr Buyer City of Palo Alto Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 6/15/2020 5:11:19 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/15/2020 5:11:19 PM
Certified Delivered	Security Checked	6/15/2020 5:11:19 PM
Signing Complete	Security Checked	6/15/2020 5:11:19 PM
Completed	Security Checked	6/15/2020 5:11:19 PM
Payment Events	Status	Timestamps

CITY OF PALO ALTO CONTRACT NO. C21177635B

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND

INGRAM LIBRARY SERVICES LLC FOR PROFESSIONAL SERVICES

This Agreement is entered into on this 1st day of July, 2020, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and **INGRAM LIBRARY SERVICES LLC**, a Tennessee corporation, located at One Ingram Blvd., La Vergne, TN 37086 (“CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

- A. CITY intends to procure print materials and services (“Project”) and desires to engage a consultant to provide these materials and services in connection with the Project (“Services”).
- B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.
- C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through June 30, 2026 unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery

of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” (“Basic Services”), and reimbursable expenses, shall not exceed Two Hundred Thousand Dollars (200,000.00). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. Annual Not-to-Exceed amounts are:

\$20,000.00 in year 1 (July 1, 2020 through June 30, 2021)

\$36,000.00 in year 2 (July 1, 2021 through June 30, 2022)

\$36,000.00 in year 3 (July 1, 2022 through June 30, 2023)

\$36,000.00 in year 4 (July 1, 2023 through June 30, 2024)

\$36,000.00 in year 5 (July 1, 2024 through June 30, 2025)

\$36,000.00 in year 6 (July 1, 2025 through June 30, 2026)

The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “SCHEDULE OF RATES,” which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit “A”.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C-1”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of

similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections of such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

SECTION 9. COST ESTIMATES. If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds the CITY's stated construction budget by ten percent (10%) or more, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

SECTION 10. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 12. SUBCONTRACTING.

Option A: No Subcontractor: CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City Manager or designee.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign BJ Compau as the Project Manager to have supervisory responsibility for the performance, progress, and execution of the Services and to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY's project manager is Diane Lai, Library Services Department, 3700 Middlefield Road, Palo Alto, CA 94303, Telephone: (650) 329-2517. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director
at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

- (a) All printed materials provided by CCONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- (b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY’s Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and

packaging. A copy of this policy is on file at the Purchasing Division's office.

- (c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.

CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION

25.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

26.1 **This Project is not subject to prevailing wages.** CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than \$25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, 'improvement') project of more than \$15,000.

SECTION 27. MISCELLANEOUS PROVISIONS.

27.1. This Agreement will be governed by the laws of the State of California.

27.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that

action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

27.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

27.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

27.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

27.8. In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT's proposal, the exhibits shall control.

27.9. If, pursuant to this Agreement with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.

27.10 [Reserved]

27.11. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

27.12. This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

CONTRACT No. C21177635B SIGNATURE PAGE

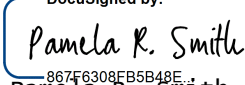
IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF PALO ALTO

INGRAM LIBRARY SERVICES LLC

City Manager

Officer 1

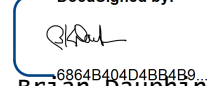
DocuSigned by:
By: 
Name: Pamela R. Smith
867F6308FB5B48E

Title: Vice President & General Manager

APPROVED AS TO FORM:

City Attorney or designee

Officer 2

DocuSigned by:
By: 
Name: Brian Dauphin
6864B404D4BB4B9

Title: CFO

Attachments:

- EXHIBIT "A": SCOPE OF SERVICES
- EXHIBIT "B": SCHEDULE OF PERFORMANCE
- EXHIBIT "C": COMPENSATION
- EXHIBIT "C-1": SCHEDULE OF RATES
- EXHIBIT "D": INSURANCE REQUIREMENTS

**EXHIBIT “A”
SCOPE OF SERVICES**

A. REQUIREMENTS FOR PROVISION OF LIBRARY MATERIALS

CONSULTANT shall:

1. Maintain sufficient inventories, or be a major supplier, of at least two or more of the following categories of library materials:
 - 1.1 Adult books
 - 1.2 Teen and Juvenile books
 - 1.3 Adult media materials
 - 1.4 Teen and Juvenile media materials
 - 1.5 Continuations
 - 1.6 Leased books and DVDs
 - 1.7 Digital/electronic books and audio books
 - 1.8 Digital streaming audio books, music, videos
 - 1.9 Downloadable items
2. Provide the ability to create separate order accounts, as required by the Library, if proposing to supply more than one type of materials such as books, adult books cataloged and pre-processed, teen/juvenile books pre-processed, DVD cataloged and pre-processed, continuations, series on standing order, and leased plans.
3. Maintain price and inventory status information and be capable of providing this to the Library staff either online or by phone.
4. Accept orders for materials by phone, email, and via FTP using EDIFACT format.
5. Provide an online electronic ordering system that interfaces with the Sierra System at no charge to the Library. It should allow orders to be batched by accounts and provide same-day confirmation reports electronically.
6. Comply with the EDIFACT standard, which the Library has installed, providing the ability to send EDIFACT records which include item-specific information (such as Sierra Bib #, branch code and quantity, collection code, item type, and call number), as well as the ability for vendor's records to automatically supply this information to the Sierra on-order record, including holdings at the time of order creation in Sierra.
7. Provide order confirmation and status information via FTP for uploading into the Library's order records for all titles ordered electronically.
8. Conform to all standards required to operate and maintain electronic interfaces between the Library's integrated library system and the Proposer's ordering systems.

9. Accept titles ordered on a pre-publication basis and provide shipment of these titles within at the most one week of vendor receipt of inventory.
10. Agree to backorder, at the Library's request, any title not available for immediate shipment following order, and to provide periodic reports on the status of such titles. The vendor will establish, in conjunction with the Library, a standard cancellation period that will remove titles not shipped within this period from the Library's active order list.
11. Ship all materials in sturdy packaging directly to the Palo Alto City Library located at 3700 Middlefield Road, Palo Alto, California 94303. Each box will be labeled on the exterior as to total number of cartons in the shipment and with a reference number matching one found on an enclosed packing list.
12. Provide a separately mailed original and three copies of each invoice. Each invoice shall include list and discount price and any additional charges that apply to that shipment. Invoices shall also include appropriate California State sales tax (currently 9.25% in Palo Alto).
13. Provide electronic invoices via FTP for uploading into the Library's order records for all titles ordered electronically.
14. Provide invoices for processing and cataloging services separate from invoices for new materials.
15. Accept for return and credit all materials that are defective, damaged, or otherwise not in compliance with the Library's order. Vendor will assume expense for such returns.
16. Assign a primary contact to the Library's account to assist with customer service issues.

B. VENDOR REQUIREMENTS FOR CUSTOMIZED CONTRACT TECHNICAL SERVICES

CONSULTANT shall:

1. Work, at no cost, with Library staff to develop and refine specifications for required services.
2. Provide separate accounting and invoicing of services, as opposed to the materials, provided.
3. Insure that 90% of processed materials are shipped to the Library within at most one week of receipt by the vendor, and 80% of shelf-ready materials are shipped to the Library (address specified as above) within two weeks of receipt by the vendor.

Additionally, when proposing the provision of one or more of the specific services listed below,

additional requirements must be met.

C. CATALOGING

CONSULTANT shall:

1. Identify, define, and provide a short description of the cataloging service(s) offered, including appropriate cost sheets for all types of formats for which cataloging services are provided.
2. Provide cataloging data via FTP on the Internet compatible with the Sierra system.
3. Provide full bibliographical records, with RDA implementation.

D. ITEM RECORDS

CONSULTANT shall:

1. When providing full customized catalog records, customize the item records to include the following subfields:
 - 1.1 barcode number
 - 1.2 call number
 - 1.3 collection code
 - 1.4 item type
 - 1.5 library code
 - 1.6 price
2. Insure that the full MARC customized cataloging record overlays the Library's bibliographic on-order record (with Library determining the match points) and updates the item records (with Library determining the match points) automatically using the item information contained in the 949 tag of the MARC record.

E. PROCESSING

CONSULTANT shall:

1. Identify, define, and provide a short description of the physical processing service(s) offered, including appropriate cost sheets for all types of formats for which physical processing services are provided.
2. Upon request, provide samples of the materials, such as book jackets and spine labels, used in the technical processing services.

F. COLLECTION DEVELOPMENT

CONSULTANT shall:

1. Identify, define, and provide a description of collection development services and assistance, which includes, not is limited to, collection analysis of the Library's collection, generating analytical reports and facilitating customer-driven acquisitions.
2. Identify and provide a description of tool(s) available to assist collection development activities. For example, the proposer offers tool(s) for online data analytics, curated lists of new titles, "hot" titles, etc.

EXHIBIT “B”
SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services in an ongoing manner outlined in the Scope of Services. The City representative will work with the CONSULTANT to determine an appropriate completion date within the term of the Agreement. The time to complete each task may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement.

**EXHIBIT “C”
COMPENSATION**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Year 1 (July 1, 2020 through June 30, 2021)	\$20,000.00
Year 2 (July 1, 2021 through June 30, 2022)	\$36000.00
Year 3 (July 1,2022 through June 30, 2023)	\$36,000.00
Task 4 (July 1, 2023 through June 30, 2024)	\$36,000.00
Task 5 (July 1, 2024 through June 30, 2025)	\$36,000.00
Task 6 (July 1, 2025 through June 30, 2026)	\$36,000.00
Sub-total Basic Services	\$200,000.00
Reimbursable Expenses	\$0.00
Total Basic Services and Reimbursable expenses	\$200,000.00
Maximum Total Compensation	\$200,000.00

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: **None**

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$0 shall be approved in advance by the CITY's project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

**EXHIBIT “C-1”
SCHEDULE OF RATES**

Discount Schedule

Trade Hardcover	45.0%
Trade/Quality Paperback	40.0%
Mass Market Paperback	38.0%
Library Bindings	24.0%
Pre-binds	24.0%
Graphic Novels	35.0%
University Press	8.0%
Short discount titles	8.0%
Spoken Word Audio, trade	45.0%
Spoken Word Audio, non-trade	8.0%
DVD and Blu-ray	28.0%
Music	5.0%
Video Games	5.0%
Net Titles	0.0%

Discount Details:

- Discounts apply to Adult, Young Adult, and Juvenile materials.
- Spanish and other World Language materials receive these same discounts.
- Continuations and Standing Order/New Title Notification Program titles, backorders, and re- orders receive the same discount schedule as firm orders.
- There are no hidden fees when ordering from Ingram.
- Ingram does not apply service charges for Net titles, for special orders, or for titles requiring prepayment from the publisher.
- Experience has shown that Ingram Library Services provides more titles at full trade discounts than any other distributor in the industry.
- During the term of the agreement, we are happy to provide pricing for any new formats, materials, or services that may become available or have not been previously quoted.

Our discount schedule will remain firm for the initial contract period. Discounts are applied to the publisher’s current list price.

List prices of individual library materials are set by the publishers/manufacturers and not by Ingram as distributor. Therefore, we cannot guarantee that the retail/list price of an item will not change during the term of the contract, as the publisher/manufacturer can change their list prices without notice. Prior to placing an order, the Library can determine a title’s estimated discount by utilizing the “Price this List” or Quotation features on ipage, as described in this proposal.

In determining which titles receive less than full trade discounts, Ingram has utilized its best efforts to categorize books for pricing purposes by considering the binding, cost of acquisition, general marketing

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

Ingram bases pricing upon several factors including dollar value of commitment, actual expenditure, number of accounts and shipping locations. Ingram reserves the right to offer pricing and services to any customer based solely on Ingram management criteria.

Definitions of Binding Types and Presses

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

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

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

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

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

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

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

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

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

discount.

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

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

Net: Low demand, small print run books in various binds 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.

ipage

ipage is Ingram's web-based title selection, ordering, and account management tool. Libraries recognize ipage as an integral timesaving tool whose collection development and acquisitions capabilities, along with its various account management tools, make day-to-day ordering and receiving tasks virtually hassle-free. ipage can be accessed at <https://ipage.ingramcontent.com>.

Through ipage, Library users can access our entire inventory, including active titles and extended database.

- PACL will continue to receive a **free subscription to ipage**, with easy-to-use ordering capabilities and all other features at no cost **for unlimited concurrent users**.
- PACL staff can receive **ipage training at no charge**.
- ipage includes review citations and full text reviews for print titles from several journals including, but not limited to, Booklist, Library Journal, and Publisher's Weekly. If the Library wishes to view full-text reviews, there is a nominal fee of \$350.00 per year for that additional service. The Library also has the option of paying in installments of \$35.00 per month. Fee for reviews is subject to review and change on an annual basis with notice.
- Complimentary selection lists, curated by our professional library staff, are available for no charge on ipage.
- Additional collection development tools including catalogs, Ingram Sendr, and marketing materials are available at no charge through ipage.

Collection Development Fees

Complimentary Curation Services: ipage collection development tools including ipage lists and standing order/New Title Notification programs, are provided **free of charge**.

Custom Collection Development Custom Opening Day Collection Lists are complimentary. Costs for ongoing custom lists will be quoted on a list-by-list basis, and fees are based on the library's specifications including level of customization, number of lists required annually, and whether it is for a special project or an ongoing list requiring regular updates. Any future programs we may offer for

customized collection development services may have standard charges.

iCurate Core and Coming Soon:

- iCurate Coming soon lists are \$775 per year for each of Adult, Teen, and Children’s Lists.
- Subscribe to all three lists iCurate Coming Soon lists and save ~10% at \$2,100 per year (12 months.) Plus, the bonus one-step deduping feature is included free with any subscription.
- Each set of iCurate Core lists (Adult, Teen, Children’s) costs \$1,000, or you can get all three for \$2,800.

Edelweiss+Analytics

Please contact your Ingram Sales Representative for details and pricing on E+A.

Cataloging and Processing

Print Books:

Barcodes (1) (Ingram supplied)	Property Stamp (1)
Clear Corner Pocket	RFID – Customer-supplied tag, programmed and applied
Colored Tape	Spine Label
Genre Labels	BookMARC Record
Additional Labels, e.g. “New”	CIP Record Upgrades
Label Protector(s) – up to two	Original Cataloging
Mylar Jacket-Taped	Z39.50 Title Search
Property Label (1)	

For multi-vendor award, the bundled fee will be \$6.25 per unit, to include the same cataloging and processing components.

Audiovisual:

Ingram does not currently provide audiovisual processing for Palo Alto City Library, but we offer a number of options for audiovisual processing. Upon receiving you final specifications, we would be happy to provide a bundled price.

Below are per unit costs for some of our processing options:

Digital Processing for Media (up to 6 digital labels)	\$2.00
Hub Label (per application)	\$.25
StingRay RFID	\$ 1.29
Barcode.....	\$ 0.20
Spine Label.....	\$ 0.20
Label Protector.....	\$0.25

Case Prices:

DVD Case (Single)	\$ 1.99
One Time™ Single DVD Case	\$ 2.59
One Time Multi DVD Case	\$ 3.50

One Time Single Music CD Case	\$ 3.00
One Time Double Music CD Case	\$ 3.50
Spoken Audio CD Clam Case (Holds up to 12 CDs)	\$ 3.80
Spoken Audio CD Clam Case (Holds up to 20 CDs)	\$ 4.75
Spoken Audio CD Clam Case (Holds up to 30 CDs)	\$ 6.00
MediaSAFE Audio Case Small (Holds up to 14 CDs).....	\$ 4.95
MediaSAFE Audio Case Large (Holds up to 26 CDs)	\$ 5.30

Freight Terms

Ingram is pleased to offer an Ingram-paid freight option. Ingram will pay the first **2.5%** of the total invoice cost towards freight charges from your primary distribution center. The Library will be responsible for any freight charges exceeding that percentage. Ingram will be happy to assist any library in consolidating accounts and adjusting order processes so that you continue receiving timely shipments, while keeping freight costs under or near the freight credit. Ingram does not currently assess any additional fees for shipping. However, given the unpredictable impact of rising oil prices, Ingram reserves the right to assess a fuel surcharge with notice.

Should the Library choose to order from other than your designated distribution centers, freight will be charged at an average of 3% - 7% of invoice price. Items ordered from those additional distribution centers will not receive cataloging or processing services.

Ingram defines FOB Destination as Ingram being responsible for the products until they are delivered to the Library. Once the items have been delivered, liability lies with the receiving agency.

Ingram normally ships items via UPS ground transportation. Shipping will be via best method as determined by Ingram, which may include order or account consolidation, shipping schedules or other account setting adjustments to maintain freight costs below 2% of invoice.

When requested by a customer, and if the carrier's operating conditions permit, the carrier may perform inside delivery. Please note that the carrier's only obligation is to get the freight inside the door or onto a dock. It is the Library's responsibility to transfer the material to other desired destinations. If inside delivery is desired, the Library must specify this when establishing/updating their account(s). Where inside delivery is not provided, the carrier's only obligation is to move the freight to the back of the truck. Inside delivery will be clearly designated on the shipper's bill of lading but not on the Ingram shipping label.

Payment Terms

Payment terms under this offer shall be Net 30 Days. Payment is required for invoices within these terms even when a purchase order has not been completed. Ingram does not invoice for items until they have been shipped.

While other vendors demand payment from invoice date, Ingram's terms are calculated on statement date at the end of each month. With payment due 30 days from statement date, the customer's payment is due an average of 45 days from invoice (30-59 days). Ingram reserves the right to assess a late charge on all past due invoices.

Ingram has multiple payment methods, including Electronic Funds Transfer (online payment through ipage via bank account), payment via credit card (account set for automatic charge) or by check.

Financial Information on ipage

The Library's ipage Administrator can designate which staff members have access to view account-specific accounting items such All Open Accounting Items, Open Invoices, and Open Credit Memos. Closed invoices and credit memos are available for viewing for 90 days. Through ipage, the Library can also look at its last statement and view the last six payments received by Ingram plus review recent and pending electronic payments.

**EXHIBIT “D”
INSURANCE REQUIREMENTS**

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER’S COMPENSATION EMPLOYER’S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE			
		ALL DAMAGES		\$1,000,000
YES	THE CITY OF PALO ALTO IS TO BE INCLUDED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, INCLUDING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.
- II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSUREDS”
 - A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

- B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

<HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569>

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP

Certificate Of Completion

Envelope Id: 953F9464DE3E4013BB307F0CC3223E7A	Status: Completed
Subject: Please DocuSign: C21177635B Ingram - Legal reviewed.pdf	
Source Envelope:	
Document Pages: 25	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Terry Loo
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	Terry.Loo@CityofPaloAlto.org
	IP Address: 199.33.32.254

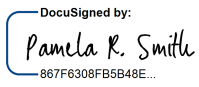
Record Tracking

Status: Original	Holder: Terry Loo	Location: DocuSign
6/12/2020 2:06:21 PM	Terry.Loo@CityofPaloAlto.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

Signer Events

Pamela R. Smith
 pamela.smith@ingramcontent.com
 Vice President & General Manager
 Security Level: Email, Account Authentication (None)

Signature


DocuSigned by:

 Pamela R. Smith
 867F6308FB5B48E...
 Signature Adoption: Pre-selected Style
 Using IP Address: 73.106.42.182

Timestamp

Sent: 6/12/2020 2:08:32 PM
 Viewed: 6/15/2020 6:09:38 AM
 Signed: 6/15/2020 6:12:55 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Brian Dauphin
 brian.dauphin@ingramcontent.com
 CFO
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 6864B404D4BB4B9...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 104.129.206.168

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 Signed: 6/15/2020 9:52:44 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Daneen Schneider
 ils bids@ingramcontent.com
 VP and General Manager
 Ingram Library Services
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/15/2020 9:52:46 AM
 Viewed: 6/15/2020 10:12:49 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Diane Lai Diane.Lai@CityofPaloAlto.org Division Head Library Services City of Palo Alto Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/15/2020 9:52:47 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/15/2020 9:52:47 AM
Certified Delivered	Security Checked	6/15/2020 9:52:47 AM
Signing Complete	Security Checked	6/15/2020 9:52:47 AM
Completed	Security Checked	6/15/2020 9:52:47 AM

Payment Events	Status	Timestamps
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