

COB - BOSAIR FORM

12/31/2025 2:06 PM (MST)  
Submitted by Fred.Leveque@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

\*All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.\*

Record Number: SC PO SC2500000633

Award Type:	Contract
Is a Board Meeting Date Requested?	Yes
Requested Board Meeting Date:	01/20/2026
Signature Only:	NO
Procurement Director Award / Delegated Award:	<ul style="list-style-type: none"><li>N/A</li></ul>
Supplier / Customer / Grantor / Subrecipient:	Ingram Library Services, LLC (Headquarters: La Vergne, TN)
Project Title / Description:	Library Materials and Processing
Purpose:	Award: Supplier Contract No. SC2500000633. This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$4,875,000.00 (including sales tax). Administering Department: Library.
Procurement Method:	Other
Insert additional Procurement Method info, if applicable:  To: COB 1-5-2026 (1) Vers: 0 Pgs: 17	Pursuant to Pima County Code 11.12.010, Cooperative procurement authorized, for Requisition No. RQ2500025211, the Procurement Director approved the use of City of Peoria Contract No. ACON03722, which was awarded through competitive procedures comparable to those set forth by Pima County Procurement Code.  RQID: RQ2500025211 Attachment: Cooperative Purchase Agreement and Supplier Contract
Program Goals/Predicted Outcomes:	Obtain a library materials vendor or vendors that are able to provide multiple formats of popular materials (print, audio-visual and digital) in multiple languages, especially Spanish, for all of Pima County Public Libraries (PCPL) for use by the residents of Pima County.
Public Benefit and Impact:	Contracted vendor providing materials, pre-processed materials, and/or digital materials to meet the needs of all patrons of the PCPL system in an efficient manner.
Budget Pillar	<ul style="list-style-type: none"><li>N/A</li></ul>

<b>Support of Prosperity Initiative:</b>	• N/A
<b>Provide information that explains how this activity supports the selected Prosperity Initiatives</b>	N/A
<b>Metrics Available to Measure Performance:</b>	Selection, ordering and processing of materials completed in a timely manner for the quantities needed to meet demand. A fill rate of 90% or greater for materials published within a year of order date.
<b>Retroactive:</b>	NO

## Contract / Award Information

Record Number: SC PO SC2500000633	
<b>Document Type:</b>	SC
<b>Department Code:</b>	PO
<b>Contract Number:</b>	SC2500000633
<b>Commencement Date:</b>	01/20/2026
<b>Termination Date:</b>	01/31/2027
Total Expense Amount:	
\$4,875,000.00	
Total Revenue Amount:	
\$0.00	
<b>Funding Source Name(s) Required:</b>	Library District Ops
<b>Funding from General Fund?</b>	NO
<b>Contract is fully or partially funded with Federal Funds?</b>	NO
<b>Were insurance or indemnity clauses modified?</b>	NO
<b>Vendor is using a Social Security Number?</b>	NO
<b>Department:</b>	Procurement
<b>Name:</b>	Fred LeVeque
<b>Telephone:</b>	5207247126

Add Procurement Department Signatures

Yes

Add GMI Department Signatures

No

Acting Division Manager Signature:

Troy McMaster

Digitally signed by Troy McMaster  
DN: cn=Troy McMaster, o=Pine County,  
ou=Procurement, email=troy.mcmaster@pine.gov,  
c=US  
Date: 2026.01.02 10:32:16 -0700

Date: \_\_\_\_\_

Procurement Director Signature:

Bruce D Collins

Digitally signed by Bruce D Collins  
Date: 2026.01.02 09:41:51 -0700

Date: \_\_\_\_\_

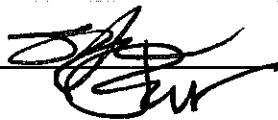
Department Director Signature:

Anthony Batchelder

Digitally signed by Anthony Batchelder  
DN: cn=Anthony Batchelder, o=Pine County, ou=Library,  
email=Anthony.Batchelder@pine.gov, c=US  
Date: 2026.01.02 11:14:21 -0700

Date: \_\_\_\_\_

Deputy County Administrator Signature:



Date: 1-2-2026

County Administrator Signature:

Date: 1/2/2026

**Pima County Procurement Department****Administering Department:** Library**Project:** Library Materials and Processing**Contractor:** Ingram Library Services LLC.

One Ingram Blvd P.O. Box 3006

LaVergne, TN 37086

**Amount:** \$4,875,000.00**Contract No:** SC2500000633**Funding:** Library District Ops**COOPERATIVE PROCUREMENT AGREEMENT****1. Parties, Background and Purpose.****1.1. Parties.**

This Contract is between Pima County, a political subdivision of the State of Arizona ("County"), and Ingram Library Services LLC. ("Contractor")

**1.2. Purpose.**

The Pima County Library Department requires Library Materials and Processing Services.

**1.3. Authority.**

County is authorized by Pima County Code § 11.24.010 and A.R.S. § 41-2632 to enter into cooperative purchasing arrangements. Pima County has entered into such an agreement with City of Peoria (Contract No. ACON03722).

**1.4. Contract.****1.4.1. Name**

City of Peoria entered into a contract (ACON03722) for specified goods and services with Contractor, which is currently in effect (the "City of Peoria Contract"). The City of Peoria Contract is incorporated into this Contract by this reference.

**1.4.2. Selection**

Section 5 Special Terms and Conditions of the City of Peoria Contract provides that another governmental entity with which City of Peoria has a cooperative purchasing agreement may, with Contractor's approval, purchase products and services at the same prices and under the same terms as in the City of Peoria Contract.

**2. Term.****2.1. Initial Term.**

The term of this Contract commences on January 20, 2026 and will terminate on January 31, 2027 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

**2.2. Reserved.**

### 3. Scope of Services.

Contractor will provide County with the services described in **Exhibit A: Scope of Work** (1 page), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon reasonable demand. The Contractor must comply with all requirements and specifications in the City of Peoria Contract, except where altered by this Contract.

#### 3.1. Order of Precedence.

All services provided under this Contract are subject to the terms of the following documents. In the event of conflicting terms between the incorporated documents, the following order of precedence, superior to subordinate, dictates the order in which these conflicts will be resolved.

3.1.1. Amendments to this Contract.

3.1.2. This Cooperative Procurement Agreement No. SC2500000633.

3.1.3. To the extent applicable, the City of Peoria Contract.

3.1.4. To the extent applicable, the Contractor's Terms and Conditions.

### 4. Compensation and Payment.

#### 4.1. Rates; Adjustment.

County will pay Contractor at the rates set forth in **Exhibit B: Cooperative Purchasing Clause** (3 pages).

#### 4.2. Maximum Payment Amount.

County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$4,875,000.00 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

#### 4.3. Sales Taxes.

The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.

#### 4.4. Timing of Invoices.

Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

#### 4.5. Content of Invoices.

Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.

#### 4.6. Invoice Submittal.

AP\_Invoices@pima.gov  
Subject Line: PO# for SC2500000633

#### 4.7. Invoice Adjustments.

County may, at any time during the Term and during the retention period set forth in Section 23 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may

set-off any overpayment against amounts due to Contractor under this contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

## **5. Insurance.**

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance, except for Professional Liability, shall be placed with companies licensed in the State of Arizona and the insurers shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

### **5.1. Minimum Scope and Limits of Insurance.**

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

#### **5.1.1. Commercial General Liability (CGL).**

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

#### **5.1.2. Business Automobile Liability.**

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

#### **5.1.3. Workers' Compensation (WC) and Employers' Liability.**

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

#### **5.1.4. Professional Liability (E&O Insurance).**

This insurance is required when the Professional Liability or any other coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

In the event that the Professional Liability insurance required by this contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section.

### **5.2. Additional Insurance Requirements.**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.

#### **5.2.1. Claims Made Coverage.**

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must

maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

5.2.2. Additional Insured Endorsement.

The General Liability and Business Automobile Liability policies must each include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

5.2.3. Subrogation Endorsement.

The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement or provision in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

5.2.4. Primary Insurance Endorsement.

The policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

5.2.5. Subcontractors.

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

5.3. Notice of Cancellation.

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

5.4. Verification of Coverage.

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include.

5.4.1. County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate.

5.4.2. A notation of policy deductibles or SIRs relating to the specific policy.

5.4.3. Certificates must specify that the appropriate policies include additional insured and subrogation waiver endorsements or provisions for County and its Agents.

All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County prior to the policy's expiration date to include

actual copies of the additional insured and waiver of subrogation endorsements or provisions. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may reasonably require complete copies of all insurance policies required by this contract at any time.

**5.5. Approval and Modifications.**

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

**6. Indemnification.**

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all third-party claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible property caused, or alleged to be caused, in whole or in part, by any willful act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

**7. Laws and Regulations.**

**7.1. Compliance with Laws.**

Contractor will comply with all applicable laws, rules, regulations, standards and Executive Orders. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

**7.2. Licensing.**

Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors, if any, will be appropriately licensed.

**7.3. Choice of Law; Venue.**

The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

**8. Independent Contractor.**

Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.



**9. Subcontractors.**

Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

**10. Assignment.**

Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

**11. Non-Discrimination.**

Contractor will comply in substance with the substantive provisions of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors performing work directly related to the sale of Contractor software to the County covered by this Addendum. Should Contractor post any advertisements for employment in positions dedicated to supporting any transaction with the County covered by this Addendum, Contractor will incorporate the specific language required by the Executive Order. Should Contractor employ personnel in the state of Arizona for the support of any transaction covered by this Addendum, Contractor will then comply with the reporting and other procedural requirements of the Executive Order related to reporting and flow down of provisions to subcontracts related to transactions covered by this Addendum. During the performance of this Addendum, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**12. Americans with Disabilities Act.**

Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

**13. Authority to Contract.**

Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

**14. Full and Complete Performance.**

The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**15. Cancellation for Conflict of Interest.**

This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the provisions of which are incorporated into this Contract by reference.

**16. Termination by County.**

16.1. Without Cause.

County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

16.2. With Cause.

County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract, provided, that Contractor fails to cure the default to County's reasonable satisfaction within thirty (30) days of receiving notice of termination.

**16.3. Non-Appropriation.**

Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

**17. Notice.**

Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County  
Procurement Director  
Pima County Procurement Department  
150 W Congress, 5<sup>th</sup> Floor  
Tucson, AZ 85701  
520.724.8161

Contractor  
Manager, Contracts and Sales Analysis  
Bids & Contracts  
One Ingram Blvd.  
La Vergne, TN 37086  
615-213-5721, [ilsbids@ingramcontent.com](mailto:ilsbids@ingramcontent.com)

**18. Non-Exclusive Contract.**

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

**19. Remedies.**

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

**20. Severability.**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

**21. Use of County Data.**

Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

**22. Books and Records.**

Contractor shall maintain, during the term of this Agreement and for at least five (5) years thereafter or later until any pending audit, proceeding, or litigation commenced during the Term of this Agreement has concluded, records sufficient to demonstrate Contractor's compliance with its obligations under this

Agreement. Upon reasonable advance notice, the County may request, once per calendar year, that Contractor engage Ingram Industries Inc.'s ("Ingram") Internal Audit department to perform specified procedures as determined by the County. 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 Contractor'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 County. In the event that the County is not satisfied with such procedures for any reason, the County may, at its own election and cost, engage Price Waterhouse Coopers, 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 the Agreed Upon Procedures related to the Contractor's obligations under this Agreement in connection with such inspection. If in the written opinion of such auditors there has been an underpayment by Contractor or an overpayment by the County of more than five percent (5%) of the total amounts due during the previous twelve (12) month period, Contractor 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 due or during the previous twelve (12) month period.

### **23. Public Records.**

#### **23.1. Disclosure.**

Pursuant to A.R.S. § 39-121 et seq., this Contract and all documents submitted to County in relation to this Contract, including, but not limited to, pricing schedules, product specifications, and work plans are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

#### **23.2. Records Marked Confidential; Notice and Protective Order.**

If Contractor reasonably believes that any documents submitted to County contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

### **24. Legal Arizona Workers Act Compliance.**

If Vendor, under this Agreement, furnishes labor, time or effort to County within the State of Arizona, the following applies: Vendor warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor will further ensure that each subcontractor who performs any work for Vendor under this Agreement likewise complies with the State and Federal Immigration Laws. A breach of this paragraph will be deemed a material breach of this Agreement that subjects Vendor to penalties up to and including termination of the Agreement. County retains the legal right to inspect the papers of any Vendor or subcontractor employee who works on the Agreement to ensure that the Vendor or subcontractor is complying with this warranty.

### **25. Reserved.**

**26. Written Orders.**

County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a DO.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

**27. Counterparts.**

The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

**28. Israel Boycott Certification.**

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. The certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

**29. Forced Labor of Ethnic Uyghurs.**

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

**30. Heat Injury and Illness Prevention and Safety Plan.**

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

**31. Amendment.**

The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

**32. Entire Agreement.**

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

***SIGNATURE PAGE TO FOLLOW***

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

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IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

**Pima County**

**Ingram Library Services LLC.**

\_\_\_\_\_  
Chair, Board of Directors

  
\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Date

January 2, 2026  
\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

Pima County Attorney's Office – As To Form


  
\_\_\_\_\_  
Deputy County Attorney

1/2/2026  
\_\_\_\_\_  
Date

Approved as to Content

Anthony  
Batchelder

\_\_\_\_\_  
Department Head

 Digitally signed by Anthony Batchelder  
DN: cn=Anthony Batchelder, o=Pima County,  
ou=Library,  
email=Anthony.Batchelder@pima.gov, c=US  
Date: 2026.01.02 11:13:42 -07'00'

\_\_\_\_\_  
Date

**I. Requirements**

- A. All books must be new and unmarked.
- B. Periodicals, including but not limited to magazines, journals and foreign imprints are excluded from this solicitation.
- C. Contractor must guarantee complete satisfaction with materials delivered under the contract.
- D. Contractor shall accept return, shipping prepaid by contract vendor, of any materials found to be unacceptable.
- E. Contractor shall provide a broad range of library books and/or media that will support the educational and library programs of the County.
- F. Special Promotions available to contractor's other clients shall also be extended to the County.
- G. Contractor shall maintain a reasonable stock on hand of the books and media offered in order to ensure quick delivery.
- H. Contractor shall maintain a catalog or listing of materials. Catalog or listing shall include title, edition, ISBN, price, and other information pertinent to ordering library books and media.
- I. Contractor shall deliver materials promptly. The County prefers that materials be delivered from stock. *Backorders will be permitted with approval from the member.*
- J. Contract vendor shall maintain an error rate of two percent (2%) or less in filling orders, following a sixty (60) day familiarity period.
- K. Libraries in the State of Arizona are exempt from Arizona Transaction Privilege Tax (State Sales Tax) and Arizona use tax on purchase of books, electronic information and audio/visual materials. Arizona contract vendors may only charge an applicable local transaction privilege tax (city sales tax).
- L. OCLC Subscription Service: If vendor offers this option, then the final agreement between the County and the Contractor shall contain the cataloging and processing specifications as required by the County at that time.

1. The bibliographic record shall be compatible in structure and content with the Resource Description and Access (RDA) standard for descriptive cataloguing designed for the digital world.
2. Genre headings with tag 655 based on Library of Congress Genre/Form Terms (LCGFT).
3. Item linking to bibliographic record and RFID
4. Project Management Support
5. Barcode Labels
6. RFID Theft Detection Tag
7. Spine Label
8. J Label
9. Large Print Label
10. Reference Label
11. Branch Label
12. Teen Label
13. Property Labeling
14. Mylar Jacket Label Protectors
15. Spine Tape Quality Trade Paperbacks



## Exhibit B:



City of Peoria, AZ

### Cooperative Purchasing Clause

Libraries in Arizona – Eligible with approval from Ingram VP

Ingram Library Services LLC is contracted with the City of Peoria, Arizona for the supply of Library Materials and Processing, under Contract P22-0029(D). Under the contract's Cooperative Purchasing clause, other public agencies may utilize this contract with the approval of the contractor. Please accept this letter as notification that Ingram agrees to allow your Library to utilize Contract P22-0029(D) for your purchases from Ingram.

**EFFECTIVE DATES:** February 1, 2025 through January 31, 2026

Ingram pricing is based upon several factors including dollar value of commitment, actual expenditure, number of accounts and shipping locations. Ingram reserves the right to offer pricing, delivery terms, and other services to other Ingram customers based solely on Ingram management criteria. Ingram will allow Cooperative Purchasing under this contract on a case-by-case basis.

<b>DISCOUNTS:</b>	Trade Hardcover .....	43.0%
	Trade Quality Paperbacks.....	42.0%
	Mass Market Paperbacks.....	42.0%
	Library Bindings .....	18.0%
	* Short Discounted Titles.....	8.0 – 35.0%
	University Press .....	16.0%
	** Spoken Word Audio CD (Trade).....	46.0%
	*** DVD/Blu-ray ( <i>Discount based on List Price of item</i> ):	
	< \$14.99.....	35.0%
	\$15.00-\$19.99 .....	30.0%
	\$20.00 +.....	25.0%
	Music .....	26.0%
	Video Games.....	5.0%
	Playaway .....	20.0%
	Net Titles.....	0.0%

\* *Short Discount/Non-Trade: Lower demand, small print-run books in various bindings, and includes graphic novels, legal, technical, reference, scientific, and medical titles as defined by Ingram subject categories. Titles are generally published by small or university presses. Also included are print and audiobook titles purchased at lower than full trade discount; titles with limited sales 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.*

\*\* *Eighty to eighty-five percent of all Spoken Word Audio 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.*

#### Processing and Cataloging:

Processing and cataloging components are available at the current standard pricing in place at the time the option is added to your account profile. Standard pricing is subject to change with notice. Ingram will review this offer with the library annually.

### **Cooperative Purchasing Freight Terms**

Ingram offers Ingram-paid freight from your primary and secondary distribution centers. Orders of 15 or more units from both your primary and secondary distribution center will ship with Ingram Paid Freight. Shipments of less than 15 units will be charged a flat \$6.00 shipping fee. The qualifying unit quantity is subject to change with notice. Items picked, packed, and shipped together count as an individual shipment. Distribution center designation is subject to change by Ingram to provide the best service for your Library.

UPS ground service is used to transport the majority of Ingram's goods. Ingram will choose the most cost-effective shipping method. Ingram has the right to adjust distribution center designations in order to provide the greatest service to your Library. Orders will ship FOB Destination. 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. When freight charges on an individual account surpass 2.5% of the account's expenditures, Ingram reserves the right to change the shipping settings under this offer. Changes to account settings such as one warehouse for shipments or shipment timetables and order consolidation levels are examples of such alterations. We will work closely with the Library to ensure if changes are made, they are in the best interests of both parties. Ingram reserves the right to adjust freight terms on an account-by-account basis.

Due to the impact of rising oil prices, Ingram has instituted a \$2.50 fuel surcharge. This charge is subject to change with notice. These charges will appear as a Shipping and Handling charge on your invoice.

### **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.

### **New Account Setup:**

Any library wishing to establish a new Ingram account is required to contact our Account Services Department by calling (800) 937-5300. Libraries wishing to establish a new account will be asked to complete an Ingram New Account Application and Terms of Sale Form. When setting up an account under the terms of the offer, the Library will be asked to provide a copy of their tax exemption certificate.

### **Special Notice:**

Ingram does not automatically set up libraries under the City of Peoria offer. It is the responsibility of each ordering agency to inform Ingram's Inside Sales Department that they wish to set up a new account or maintenance an existing account under the terms of this offer. Account Services may be reached by dialing (800) 937-5300, options 1, then 4. Ingram cannot issue credits for accounts failing to follow the proper notification and account set up procedures. Any item ordered prior to the start date of these offer is not eligible to receive the terms. This applies to all backorders,

standing orders, and firm orders placed prior to the enactment of this offer. Should a Library receive a previously ordered item after the offer is in effect, previous discounts will apply.

**Ingram Contact List:**

The library has toll-free telephone access to any Ingram point of contact at (800) 937-5300. Your call will be answered by an automated voice system that will offer several prompts to assist you in reaching the correct department. You may also reach your Senior Sales Representative directly at:

- Amy Sackett, Senior Sales Representative .....(724) 953-9807  
Email: [amy.sackett@ingramcontent.com](mailto:amy.sackett@ingramcontent.com)
- Hannah Jones, Sales Representative .....(801) 999-8404  
Email: [hannah.jones@ingramcontent.com](mailto:hannah.jones@ingramcontent.com)
- Brandy Cain, Inside Sales Representative .....(615)-213-5786  
Email: [brandy.cain@ingramcontent.com](mailto:brandy.cain@ingramcontent.com)
- Ingram Library Services .....(615) 793-5000
- Credit Department .....(800) 937-8100

Email: [ILSCustomer.service@ingramcontent.com](mailto:ILSCustomer.service@ingramcontent.com)

*To Discuss Concerns or Issues Regarding Your Account*

Email: [requirements@ingramcontent.com](mailto:requirements@ingramcontent.com)

*To Set Up / Update an Account*

Ingram's team of Customer Care Support Specialists trained specifically on the requirements of library contracts are available five days a week. Customer Service hours of operation are Monday through Friday, 7:00 a.m. – 5:00 p.m. (Central Time.) Every attempt will be made to respond within 24 hours (during normal working hours) from phone call or receipt of correspondence. However, some issues may necessitate additional research in order to provide the best service and most complete response to the Library.

**Remittance address:**

Ingram Library Services LLC

P.O. Box 277616

Atlanta, GA 30394-7616

*Please mail only payments to this address.*

AF 775800

**PIMA COUNTY**

Pima County Procurement Department  
150 W. Congress St. 5th Fl  
Tucson AZ 85701

**Supplier Contract**

Contract Number	SC2500000633
Contract Start Date	01-20-2026
Contract End Date	01-31-2027
Payment Type	Warrant/Check
Buyer	Fred Leveque
Phone Number	
Email	

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<b>Supplier:</b>	<b>Contract Name:</b>
<b>Ingram Library Services LLC</b> One Ingram Blvd La Vergne, TN 37086-1986	Library Materials and Processing Services

<b>Supplier Contact and Payment Terms:</b>	<b>Shipping Method</b>	<b>Delivery Type</b>	<b>FOB</b>
<b>Phone:</b> +1 (615) 2135766 <b>Email:</b> ils bids@ingramcontent.com <b>Terms:</b> Net 30 <b>Days:</b>	Vendor Method	Standard Ground	FOB Dest, Freight Prepaid
	<b>Currency</b>	<b>NTE Amount</b>	<b>Used Amount</b>
	USD	4,875,000.00	0.00

**Contract/Amendment Description:**

This Supplier Contract is for an initial term of one (1) year in the annual award amount of \$4,875,000.00 (including sales tax).

<b>Service Lines:</b>					
Line #	Item	Item Description	Start Date	End Date	Amount
1		Library Materials and Processing	01-20-2026	01-31-2027	4,875,000.00

This Supplier Contract incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this contract. All transactions and conduct are required to conform to these documents.