

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and, **MIDWEST TAPE, LLC**, an Ohio limited liability company registered to do business in the State of Colorado, whose address is PO Box 820, Holland, Ohio 43528 (the “Contractor”).

RECITALS:

A. The City and the Contractor entered into an Agreement dated July 14, 2010 and an Amendatory Agreement dated September 8, 2011 (the “Agreement”); and

B. The City and the Contractor wish to amend the Agreement to amend the scope, increase the term and decrease the total compensation;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. All references to “...A-1...” in the Agreement shall be amended to read: “...Exhibit A-2...” as applicable. Exhibit A-2 is attached to this Second Amendatory Agreement.

2. Paragraph 3, entitled **TERM**, of the Agreement is hereby amended to read as follows:

“**3. TERM**: The Agreement will commence on execution of this Agreement and will expire on December 31, 2014 (the “Term”).”

3. Subparagraph a, entitled **Fee**, of Paragraph 4, entitled **COMPENSATION AND PAYMENT**, of the Agreement is hereby amended to read as follows:

“4(a) Fee: The City shall pay and the Contractor shall accept as the sole compensation for services rendered, materials provided, and costs incurred under the Agreement **ONE MILLION NINE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$1,980,000.00)**. Amounts billed may not exceed the prices and rates set forth in *Exhibit A-2*.”

4. Subparagraph d(1), entitled **Maximum Contract Amount**, of Paragraph 4, entitled **COMPENSATION AND PAYMENT**, of the Agreement is hereby amended to read as follows:

“**d. Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION NINE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$1,980,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in *Exhibit A-2*. Any services performed beyond those in *Exhibit A-2* are performed at Contractor’s risk and without authorization under the Agreement.”

5. As herein amended, the Agreement is affirmed and ratified in each and every particular.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

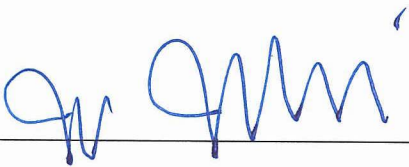
By _____

By _____



Contract Control Number: PWADM-CE78599-02

Contractor Name: MIDWEST TAPE

By: 

Name: Jeff Jankowski
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A-2

Scope of Work

This Exhibit A-2 replaces Exhibit A and A-1 of Contract CE78599, in their entirety.

The Denver Public Library will provide Midwest Tape with a copy of all the titles in its database. Midwest Tape will then provide the Denver Public Library with a list of titles available for purchase based on its holdings. The Denver Public Library will select all titles.

The Denver Public Library will select from Midwest Tape's available titles:

Midwest Tape Amendment project break out:

Project Name	Fund/ORG	Amount
Green Valley Ranch_ GI81408_117	37135/5011102	\$ 720,000.00
Stapleton_ GI81408_116	37135/5011102	\$ 570,000.00
West Denver_ GI81408_115	37135/5011102	\$ 690,000.00

Total Contract Amount \$1,980,000.00

The Denver Public Library will manage the budget and adjust quantities for each branch to ensure the total spent does not exceed the established amount of the contract.

Midwest Tape will provide shelf ready material for the collection of the West Denver Branch Library using the following discount schedule as applied to Midwest Tapes' standard prices and cost for value added services (processing, cataloging and item linking):

Discount Schedule:

DVDs	25%
Blu-Ray	20%
Music CDs	25%
Music CDs from Universal Music	10%

Valued Added Costs:

- Processing and Item Linking Via 9XX Tag \$3.75for Single DVD and Blu-Ray
- Processing and Item Linking Via 9XX Tag \$4.75for Double DVDs
- Processing and Item Linking Via 9XX Tag \$4.90for Double Blu-Rays
- Processing and Item Linking Via 9XX Tag \$5.75 for Multiple DVDs
- Processing and Item Linking Via 9XX Tag \$5.50 for Multiple Blu-Rays (4/6 case)
- Processing and Item Linking Via 9XX Tag \$3.50 for Single and Double Music CDs

All processing and cataloging will meet the specifications of the Denver Public Library as outlined in the proposal.

Scope for Green Valley Ranch and Stapleton Branch Libraries:

Shelf ready material will include the following for DVDs:

1. Branch label
2. Barcode (provided by the Denver Public Library)
3. Barcode protector (provided by the Denver Public Library)
4. Programmed RFID tag (RFID tag provided by the Denver Public Library, Midwest Tape will program)
5. Spine label with call number or alpha letter
6. Genre label (provided by the Denver Public Library)
7. Genre label cover
8. Content/quantity label if applicable (provided by the Denver Public Library)
9. Use of multiple DVD case if applicable

Shelf ready material will include the following for Blu-Rays:

1. Branch label
2. Barcode (provided by the Denver Public Library)
3. Barcode protector (provided by the Denver Public Library)
4. Programmed RFID tag (RFID tag provided by the Denver Public Library, Midwest Tape will program)
5. Spine label with call number or alpha letter
6. Genre label (provided by the Denver Public Library)
7. Genre label cover
8. Content/quantity label if applicable (provided by the Denver Public Library)
9. Use of multiple Blu-Ray case if applicable

Shelf ready material will include the following for CDs:

1. Use of clear folder sleeve poly box case
2. Branch label
3. Barcode (provided by the Denver Public Library)
4. Barcode protector (provided by the Denver Public Library)
5. Programmed RFID tag (RFID tag provided by the Denver Public Library, Midwest Tape will program)
6. Spine label with call number
7. Content/quantity label if applicable (provided by the Denver Public Library)

Item linking will include the following information delivered through a 9XX field of the MARC record:

1. Branch code
2. Location code
3. Call number
4. Barcode number
5. Item status
6. Media code

Scope for West Denver Branch Library:

Shelf ready material will include the following for DVDs:

1. Barcode
2. Programmed RFID tag (RFID tag provided by the Denver Public Library, Midwest Tape will program)
3. Spine label with call number or alpha letter
4. Genre label
5. Content/quantity label if applicable
6. Use of multiple DVD case if applicable

Shelf ready material will include the following for Blu-Rays:

1. Barcode
2. Programmed RFID tag (RFID tag provided by the Denver Public Library, Midwest Tape will program)
3. Spine label with call number or alpha letter
4. Genre label
5. Content/quantity label if applicable
6. Use of multiple DVD case if applicable

Shelf ready material will include the following for CDs:

1. Use of clear folder sleeve poly box case
2. Barcode
3. Programmed RFID tag (RFID tag provided by the Denver Public Library, Midwest Tape will program)
4. Spine label with call number
5. Content/quantity label if applicable

Item linking will include the following information delivered through a 9XX field of the MARC record:

1. Branch code
2. Location code
3. Call number
4. Barcode number
5. Item status
6. Media code

Midwest Tape will deliver the MARC records with item information in the 9XX field to an FTP site for the Denver Public Library to load into its database.

Midwest Tape will pack and store materials in approximate shelf order at no charge to the Denver Public Library.

Midwest Tape will pay all charges associated with an inside delivery of materials to the West Denver and Stapleton Branch Libraries, including de-palletizing if necessary. The Denver Public Library will notify Midwest Tape of the delivery date at least 30 days in advance. Currently, the estimated delivery (subject to change) for Stapleton Branch Library is summer 2012 and West Denver Branch Library is fall 2013.

Invoicing: Midwest Tape shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. Invoices shall list all titles as a separate line which shows for each title the following information:

- Billing Date
- Billing Document
- Material Number
- Material Description
- Material Group
- Universal CD Y/N
- Billed Quantity
- Total Amt. Billed to Customer
- Total List Price
- Total Net Price
- Unit List Price
- Per Unit Processing Charges Billed
- Total Processing Charges Billed
- Adjusted Line Item Billed to Customer

Supporting documentation for each invoice shall be provided in an electronic format which enables the City to verify the pricing, discounts, processing, handling, and total extended price of each title and invoice summation.

Invoices shall be provided on a monthly basis for titles which have been processed as follows:

- All Titles have been processed and are “Shelf Ready” as described in the contract.
- All Titles have been linked to the Library system as described in the contract.
- All Titles have been boxed, stored and readied for shipment to the Library.
- All Titles pending shipment are stored in the Midwest Tape warehouse.
- Vendor acknowledges all Titles stored and pending shipment are fully insured.