

AMENDATORY AGREEMENT

THIS 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 (the "Agreement"); and

B. The City and the Contractor wish to amend the Agreement to amend the scope and to increase 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 "...Exhibit A..." in the Existing Agreement shall be amended to read: "...Exhibit A-1, as applicable..." The scope of work marked as Exhibit A-1 attached to this Amendatory Agreement is hereby incorporated by reference.

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, 2013 (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 **TWO MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,700,000.00)**. Amounts billed may not exceed the prices and rates set forth in *Exhibit A-1*."

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 **TWO MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,700,000.00)** (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-1**. Any services performed beyond those in **Exhibit A-1** 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.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

Contract Control Number: CE78599

Vendor Name: MIDWEST TAPE

By: 

Name: Jeff Jankowski
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: CE78599

Vendor Name: MIDWEST TAPE

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:

DAVID W. BROADWELL, Attorney
for the City and County of Denver

By _____

By _____

By _____



EXHIBIT A-1
Revised Scope of Work

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 approximately 37,000 items at an estimated cost of \$900,000.00 for the Green Valley Ranch Branch Library, approximately 37,000 items at an estimated cost of \$900,000.00 for the West Denver Branch Library and approximately 37,000 items at an estimated cost of \$900,000.00 for the Stapleton Branch Library. 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 Amendment project break out:

Project Name/#	Fund/ORG	Amount
Green Valley Ranch	37135/5011102	\$900,000.00
Stapleton _ GI81408_116	37135/5011102	\$900,000.00
West Denver _ GI81408_115	37135/5011102	\$900,000.00
	Total Amount	\$2,700,000.00

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%
Music CDs	25%
Music CDs from Universal Music	10%

Valued Added Costs

Processing and Item Linking Via 9XX Tag	\$3.75for Single DVD
Processing and Item Linking Via 9XX Tag	\$4.75for Double DVDs
Processing and Item Linking Via 9XX Tag	\$5.75 for Multiple DVDs
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.

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 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

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 for Stapleton Branch Library is January 2012 and West Denver Branch Library is March 2013. The delivery for Green Valley Ranch is completed.