


Master Purchase Order

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|---------------------------------------|---|---------------------------|------------------|--------------|-----------------|--|
| DO NOT INVOICE TO THIS ADDRESS |  | Master Purchase Order No. | | 0773A0113 | | |
| City & County of Denver | | Date: | March 5, 2013 | Revision No. | | |
| Purchasing Division | | Payment Terms | Net 30 | Ordinance | (as applicable) | |
| 201 West Colfax Avenue, Dept. 304 | | Freight Terms | DESTINATION | | | |
| Denver, CO 80202 | | Ship Via | Vendor's Choice | | | |
| United States | | Buyer: | Melissa Bordwine | | | |
| Phone: 720-913-8100 Fax: 720-913-8101 | | Phone: | 720-913-8114 | | | |

Vendor ID Number: 0000029813 Phone: 419-868-9370 Fax: N/A

Midwest Tape, LLC.
P.O. Box 820
Holland, OH 43528

Ship To: Various Denver Public Library locations as directed

Bill To: Denver Public Library
Accounts Payable
10 West Fourteenth Avenue
Denver, Colorado 80204

Attn: Jeff Jankowski, jjankowski@midwesttapes.com

1. Goods/Services:

Midwest Tape, LLC., a Limited Liability Corporation in the State of Ohio, ("Vendor") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

4. Extension or Renewal:

The effective period of this Master Purchase Order shall be from two (2) years from date of City signature. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue the contract or agreement consummated under this Master Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than three (3) yearly extensions shall be made to the original Master Purchase Order.

5. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

6. Inspection and Acceptance:

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

9. Invoice:

Each invoice shall include: (i) the Master Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of Nine Million Dollars (\$9,000,000.00). This Master Purchase Order is valid up to \$4,999,999.99. The balance is subject to City Council approval. The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may offset against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

Only the Manager of General Services or his delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

14. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

15. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

16. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive

Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

17. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

18. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general

aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

21. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

23. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

25. Records and Audits:

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

26. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

27. No Discrimination in Employment:

Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

28. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

30. No Employment of Illegal Aliens to Perform Work Under The Agreement:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such

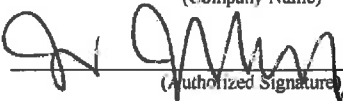
subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Midwest Tape, LLC
(Company Name)

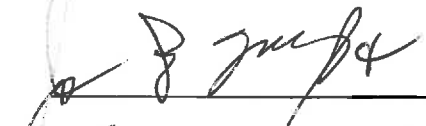
By: 
(Authorized Signature)

Print Name: Jeff Jankowski

Title: Vice President

Date: 3-6-13

City & County of Denver, Purchasing Division

By: 

Print Name: James P. McIntyre

Title: Purchasing Director

Date: 3-18-13

EXHIBIT "A"

Vendor: Midwest Tape, LLC.
Title: Library Audio/Visual Materials
Master Purchase Order No.: 0773A0113

It is recommended that you use your Master Purchase Order No. – 0773A0113, in all future correspondence, billing, invoicing or other communications.

A.1 PROCESSING SERVICES FOR AUDIOVISUAL MATERIALS:

Description of the services required by DPL:

1. Barcode placed and/or scanned horizontally on the front artwork in the lower left-hand corner, 3/4 inch from bottom and 3/4 inch from left edge.
2. Donut label with the corresponding item number will be placed on the disc(s). Denver Public Library is to be printed on the top of the donut label.
3. Spine Label with call number. Spine label should be covered with tape if it is not digitally scanned on the item.
4. RFID tag supplied by DPL or Midwest Tape, LLC. Programming shall be done by Midwest Tape, LLC.

For DVDs and Blu-rays only:

1. All DVDs and Blu-rays shall be repackaged into a solid plastic case (no eco cases). Multiple disc sets shall be repackaged into one case.
2. Colored genre label shall be placed above the call number for fiction titles (scanned or physically applied).

For Blu-rays only:

1. All Blu-rays shall contain a content note on the artwork regarding the difference between Blu-ray and DVD compatibility.
2. Artwork on Blu-rays shall indicate that they are different from DVDs.

For CDs only:

1. All CDs shall be repackaged into a durable plastic case that can withstand multiple uses. Multiple disc sets shall be repackaged into one case.

For audiobooks only:

1. All audiobooks shall be repackaged in a durable clam-shell case preserving the original artwork as much as possible.

A.2 CATALOGING OF AUDIOVISUAL MATERIALS:

A.2.a DVD and Blu-Ray:

All records shall include the following:

- 001 tag. ^a [OCLC Number]
- 049 tag. ^a DPLA ^n name of company
- 099 tag. ^a [call number]

A.2.a.1 Leader/fixed fields codes:

The DPL requires certain codings in the leader, fixed fields and 00 fields to generate format terms in our catalog. These are standard codings, typically found in MARC records.

- a. All records shall include:
 - 007/00:01 = **vd** and 007/04 = **g** or **v**
- b. When appropriate, records shall include:
 - 008/22 = **d** for young adult materials
 - 008/22 = **a, b, c,** or **j** for juvenile materials

A.2.a.2 Titles:

- a. The 245 should be title as found on container, even if it is not the one on the title screen.
- b. Make appropriate 246 variant title entries; include one for the title screen title if necessary.
- c. For DVDs and Blu-rays with multiple episode titles:
 - If there are up to three episodes, use only one ^p in the 245 with episode titles separated by space, comma, space, and with all necessary added title entries.
 - If there are more than three episodes, do not include episode titles in the 245; instead add to a 505 tag.
- d. When cataloging DVDs and Blu-rays with one or more episodes of a television series, and the series title is not included in the 245 ^a, make a 830 series entry rather than a 730.
- e. If a feature film has producer, director, production company name in the possessive form a beginning of title, move that title to a 246, and use the 'actual' title in the 245.
- f. For Blu-ray combo packs, include 245 ^b[Blu-ray + DVD combo pack].

A.2.a.3 Notes:

- a. Add notes for items produced for hearing or sight impaired users:
 - 546 Closed captioned for the hearing impaired
 - 546 Described verbally for the visually impaired
- b. If subtitled or dubbed, add the following in a 546 tag: Can be viewed subtitled in [language(s)], or dubbed in [language(s)].

A.2.a.4 Subject Headings:

- a. Add appropriate LC subject headings.
- b. If the DVD or Blu-Ray can be viewed either dubbed or subtitled in Spanish, add at least one Bilindex heading.

A.2.a.5 General / Local Headings:

- a. Add appropriate gsafd genre headings in 655.
- b. Add the following local headings as appropriate:
 - o 690 Closed caption DVDs
 - o 690 Described DVDs
 - o 690 Closed caption Blu-Rays
 - o 690 Described Blu-rays
- c. Add one or more of the following local genre headings, as appropriate, to entertainment DVDs and Blu-rays. If adding more than one, choose one that predominates, and make sure it is the first to display as a 690.
 - o 690 Action / adventure DVDs
 - o 690 Anime DVDs
 - o 690 Children's DVDs
 - o 690 Comedy DVDs
 - o 690 Drama DVDs
 - o 690 Foreign DVDs
 - o 690 Holiday DVDs
 - o 690 Horror DVDs
 - o 690 Musicals (DVDs)
 - o 690 Science Fiction DVDs
 - o 690 TV DVDs
 - o 690 Western DVDs
 - o 690 Action / adventure Blu-rays
 - o 690 Anime Blu-rays
 - o 690 Children's Blu-rays
 - o 690 Comedy Blu-rays
 - o 690 Drama Blu-rays
 - o 690 Foreign Blu-rays
 - o 690 Holiday Blu-rays
 - o 690 Horror Blu-rays
 - o 690 Musicals (Blu-rays)
 - o 690 Science Fiction Blu-rays
 - o 690 TV Blu-rays
 - o 690 Western Blu-rays
- d. Table of precedence for local genre headings:
 - o Holiday
 - o Children's
 - o Foreign
 - o Everything else

A.2.b Music CDs:

- 049 tag. On all records add 049 tag with ^aDPLA^n**
- 099 tag. Add call number, following DPL practice
- 690 tag. Add appropriate local heading
- 946 tag. Add purchase order number to ^a.

For example: 946 ^aA802710029

A.2.b.1 Leader / fixed fields:

- a. Coding in the leader and the 007 and 008 tags generate indexing terms in the DPL catalog. The following need to be in the records:
 - o 000/06 OR 006/00 = j
 - o 007/00:01 = sd
 - o 007/05 = n
 - o 008/18:19 = appropriate coding for form of composition

A.2.b.2 Subject Analysis:

- a. Use LC subject headings and appropriate local headings only.

A.2.b.3 DPL Call Number Practice – Music CDs:

- a. DPL does not use Dewey Decimal Classification for music recordings. DPL uses words in place of classification number:

| <u>Words Used:</u> | <u>Used For:</u> |
|--------------------|-----------------------|
| o CHILDREN | Juvenile |
| o CLASSIC | Classical |
| o COUNTRY | Country & Western |
| o FOLK | Folk |
| o HIPHOP RAP | Hip Hop & Rap |
| o HOLIDAY | Holiday |
| o JAZZ | Jazz |
| o LATIN | Latin |
| o NEW AGE | New Age |
| o OPERA | Operas & Operettas |
| o POP | Popular |
| o RELIGS | Religious |
| o R&B | Rhythm & Blues, Blues |
| o SOUND EFFECTS | Sound Effects |
| o SOUND TRACKS | Sound Tracks |
| o WORLD | World |

- b. Rules in current practice:
 - o OPERA is used for complete operas and operettas, and for recordings of selections from operas and operettas.
 - o LATIN is to include popular Latino signers from any country singing in either Spanish or English.
 - o RELIGIOUS is to include any kind of religious music: Gregorian chant, Masses, hymns, Christian music, etc.
 - o FOLK music includes singers/groups like Peter, Paul & Mary, the Chad Mitchell Trio, Pete Seeger, etc.
 - o WORLD music has a somewhat different connotation than FOLK and is a bit more modern.

- c. Precedence:
 - o HOLIDAY takes precedence, followed by CHILDREN

- d. Construction of call numbers:
 - o Word category in place of the call number. See the attached Classification guidelines for choosing the correct category.
 - o Up to eight (8) letters from the main entry, which may be composer, performer, or first word of title, depending on the applicable rules in AACR2R.
 - o Cutter sound tracks from film title if for one film. Compilations are cuttered for composer/main entry.
 - o Do not add a language suffix to CLASSIC or OPERA.
 - o Add format suffix to CD last.

- e. Formatting spine labels:
 - o Call number is left justified.
 - o Each call number element is on a separate line (see examples).
 - o Subject headings: LC subject heading SOUNDS to recordings of sound effects.
 - o Consider use of the following LC subject headings for particular sounds:
 - 650 0 Nature sounds
 - 650 0 Animal sounds
 - 650 0 City sounds

- f. Based on the call number assigned, add one of the following local genre headings:
 - o 690 Children’s music (CDs)
 - o 690 Classical music (CDs)
 - o 690 Country (CDs)
 - o 690 Folk music (CDs)
 - o 690 Hiphop/Rap (CDs)
 - o 690 Holiday music (CDs)
 - o 690 Jazz (CDs)
 - o 690 Latin music (CDs)
 - o 690 New age music (CDs)
 - o 690 Opera music (CDs)
 - o 690 Pop music music (CDs)
 - o 690 Religious music (CDs)
 - o 690 Rhythm and blues (CDs)
 - o 690 Sound effects (CDs)
 - o 690 Sound tracks (CDs)
 - o 690 World music (CDs)

| | | | | |
|--|---------|--|-------------------|---|
| Anthems (including antiphons, magnificats) | C | | New Age Music | N |
| Ballets | C | | Nocturnes | C |
| Bluegrass Music | F or CW | | Operas (Complete) | O |
| Blues | J or RB | | Operas (Excerpts) | O |
| Canons and rounds | C | | Oratorios | C |
| Cantatas | C | | Overtures | C |
| Canzonas (instrumental music so | C | | Part-songs | C |

| | | | |
|---|--------|--------------------------------|--------|
| designated) | | | |
| Carols (Except Christmas carols) | C | Passacaglias | C |
| Chaconnes | C | Passion Music | C |
| Chance compositions | C | Pavane | C |
| Chansons, polyphonic | C | Polonaise | C |
| Chants | C or R | Popular music | P |
| Chorale preludes | C | Preludes | C |
| Chorales | C | Program music | C |
| Concerti grossi | C | Ragtime music | P |
| Concertos | C | Requiems | R |
| Country music | CW | Ricercars | C |
| Dance forms | C or P | Rock music | P |
| Divertimentos, serenades, cassations and nocturni | C | Rondos | C |
| Fantasias, fancies, fantasies, etc. | C | Sonatas | C |
| Folk music (including folk songs, ballads, etc.) | F | Songs | C or P |
| Fugues | C | Spirituals | R |
| Gospen music | R | Studies and exercises (etudes) | C |
| Hymns | R or H | Suites | C |
| Jazz | J | Symphonic poems | C |
| Madrigals | C | Symphonies | C |
| Marches | C | Toccatas | C |
| Masses | R | Trio-sonatas | C |
| Mazurkas | C | Variations | C |
| Minuets | C | Waltzes | C |
| Motets | C | | |
| Motion picture music | ST | | |
| Musical revues and comedies | ST | | |

Classification guidelines – music recordings:

C = CLASSIC
 CW = COUNTRY
 F = FOLK
 H = HOLIDAY
 J = JAZZ
 N = NEW AGE

O = OPERA
 P = POP
 RB = R&B
 R = RELIGIOUS
 ST = SOUND TRACKS

A.2.c **Audiobooks:**

- a. Handle these like any other material, but add extra subjects
 690 Abridged talking books or 690 Unabridged talking books if appropriate.
- b. For spoken CDs add a 690 Spoken compact discs
- c. All spoken CDs are considered CD Books. This includes storytelling, lectures, instruction
- d. If a talking book has the same narrator, a different publisher, and a note indicating that the previous publisher played some part in the new production, and DPL has that previously published talking book, add to that record. Include 500 note: publisher varies

- e. Call numbers are the same as for print materials, with an appropriate suffix for format added, i.e. or CD BOOK
- f. Titles published in 2 or more parts/containers – if they cannot reasonably be repackaged into a single container, then catalog each part on a separate bib record. Include “pt. 1”, etc. in the call number
- g. Call Number Samples:

| | | | |
|------|----------|----------|----------|
| FIC | 973.2 | 973.2 | FIC |
| KING | Williams | Williams | CERVANTE |
| L | CD | SPANISH | M |
| CD | BOOK | CD | CD |
| BOOK | | BOOK | Pt. 1 |

A.3 CUSTOMER SERVICE:

Customer Service staff are available by calling 800-875-2785, Monday through Friday, 6:30 am to 4:00 pm, Mountain Standard Time. The Customer service staff may also be reached via central email at info@midwesttapes.com.

A.4 SHIPMENTS:

All shipments to DPL from Midwest Tape, LLC. Shall contain a packing slip along with an invoice, both in title order. The exterior of the first shipping carton shall be marked as “Invoice/Packing Slip Enclosed”.

If multiple box shipments are bring provide, each box shall be marked appropriately (i.e. 1 of 2, 2 of 6, etc.) in order to alert the receiving department at DPL of how many boxes to expect within a shipment.

If the DPL specifies accounts for particular services such as MARC Records orders, Rush Orders, Non-Processed and processed product, Opening Day Collections, those boxes shall be marked appropriately and may be tagged with special labels to provide the expediting of materials when received by DPL.

Midwest Tape shall not ship partial shipments.

All shipments shall be sent from Midwest Tape’s warehouse in Holland, OH via UPS Delivery. Shipments are sent free of charge, with no freight charges.

A.5 MISSING AND/OR DAMAGED SHIPMENTS:

Midwest Tape provides a one year guarantee against manufacturer’s defects or shipping damage. If DPL notifies Midwest Tape within 60 days of invoice, a pre-paid UPS call tag shall be provided for the return of the product. The DPL will be provided this return label by email along with a Return Merchandise Authorization document to help expedite the no-charge replacement of either product, or cases. Coordination of these replacements is provided either through the assigned customer service representative or processing coordinator.

A.6 REPORTS:

The Midwest Tape website provides numerous reporting tool functions, which are updated continually throughout the business day and are accessible 24 hours a day/7 days per week.

Reports available include Open Orders Reports and Recent Cancelled Orders Reports. Many other order status reports are available on the website, and additional reports may be created by Midwest Tape staff. Automated electronic overlay updates for order status using Polaris is in current design.

A.7 ORDER CANCELLATIONS:

Midwest Tape shall maintain all orders until they are fulfilled by the producing studio and/or publisher. DPL may also set specific cancellation policies with Midwest Tape dependent on needs. DPL has the option to put in place cancellation policies of 69, 90, 120, or 180 days following street release. If an item is approaching the designated cancellation timeframe, Midwest Tape staff will notify DPL and work with DPL to ensure proper cancellation.

A.8 ORDERS:

Orders may be placed electronically via the Polaris ILS, the Midwest Tape website, by phone, fax email or mail.

Account Management: Multiple accounts may be set up for DPL based on specific format and/or specialized services. These include, but are not limited to: OCLC MARC Records, 'Break Apart' Sets, Music Unedited, Non Processing/Non MARC, Processing/No MARC, Replacement, Sets, Set Replacement, Opening Day collections, Rush Orders, etc.

A.9 RUSH ORDERS:

Midwest Tape will create a separate DPL account on the website for Rush orders. The Account Processing representative will make sure that the appropriate escalation is applied to orders placed on this account. This will in turn ensure rapid ordering and delivery, including the appropriate communication to the DPL.

When expediting services are activated, the Processing Coordinator will work with DPL to determine the exact date the product must be in-house; what services (if any) are required and any special shipping instructions.

The DPL will be notified via email with a copy of the invoice for the "Rush" material as soon as the package is shipped from the Midwest Tape facility. In the event that Midwest Tape is unable to meet the delivery requirements, the Account Representative will notify the DPL by telephone.

There are no additional shipping charges for Rush Orders.

A.10 ELECTRONIC ORDERING:

Midwest Tape shall provide electronic ordering via EDI. DPL may create an order via Midwest Tape's website, download the vendor order records and transmit the order through Polaris using the 970 tag. The order is then transmitted, via EDI up to the FTP site which Midwest Tape retrieves and downloads into their database. DPL then received an EDI order confirmation via email.

Midwest Tape shall provide the DPL access to the Midwest Tape FTP server to facilitate the exchange of EDI X12 orders, acknowledgements and invoices. Midwest Tape shall gather information from the DPL and provide the necessary programming to create 9xx order record tags to be attached to the free vendor records downloaded from the Midwest Tape website. Midwest Tape IT staff will obtain a list of funds, locations, holding codes and other necessary information to fill out the grid on the Midwest Tape website.

The subfields may be adjusted to the DPL's preferences. Tags and subfields can be added, modified or removed at DPL's request.

A.11 TURNAROUND TIMES:

The average turnaround time for all processed/catalogued audiovisual materials, from date of order to completion and delivery is approximately 14 – 21 days. The estimated processing time for a hot new/popular title, in inventory, is 7 – 10 business days.

Midwest Tape strives to have all hot new/popular titles catalogued before street date. All DVDs in this category should be catalogued 6 weeks prior to release, CDs 4 weeks prior and AB titles within 2 weeks before street date.

Midwest Tape ships DVD titles before street release date. All major releases are shipped with completed OCLC MARC records and fully processed to the specifications of DPL before release date. Shipping of pre-processed DVD titles begins 10 – 1 days prior to street date for pre-street date delivery. Music CD, Audiobook and Playaway new releases are provided to the DPL on or near street date and are noted on the invoices with information on the date in which the title is permitted to be shelved for public use.

A.12 CATALOGS AND PUBLICATIONS:

Midwest Tape shall provide printed catalogs, designed in-house, with the newest releases, categorized by format and special collections. Printed catalogs are mailed to appropriate library staff members on a monthly basis. These catalogs are also available on Midwest Tape's website. Weekly catalogs are available on-line only.

A.13 STANDING ORDER PLANS:

Midwest Tape shall offer Customized Standing Order Plans to DPL at no additional charge. Customized selection lists based on DPL's selection preferences and requirements will be uploaded into the individual user's account as a pre-populated cart. The user can view the list, fill in the quantities desired and place the order. At DPL's discretion, items may be deleted. There is no obligation to order any quantity of items and no minimum order requirement.

A.14 F.O.B. POINT:

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, delivered to Denver Public Library, 10 West 14th Avenue Parkway, Denver, CO 80204 or additional Branch library locations as specified.

Partial shipments are not acceptable.

NOTE: All shipments to DPL must be delivered in a truck that can clear 11' 6". If the truck is too tall, the shipment cannot be unloaded on the street and rolled down the ramp to the dock. Our preferred shippers are UPS and FedEx. If materials are shipped with other carriers, Midwest Tape must confirm with the carrier prior to shipment that the company has a truck that can accommodate the limitations of the underground loading dock. Shipments will be refused if the truck is too large to unload at the dock.

A.15 INVOICING:

Midwest Tape is fully integrated with the Polaris ILS and provides EDIFACT invoicing services. There is no charge for ILS integration services and support. On the day the product ships, an EDI invoice is placed in the "Out" folder of the Midwest Tape FTP site. An email is sent to the DPL informing them of the EDI Invoice.

The Polaris EDI agent runs on a schedule and retrieves the EDI invoice. The EDI agent retrieves the invoice file and creates an invoice record in Polaris.

Invoicing must include at a minimum:

- Account number
- “Bill to” and “Ship To” name and address
- Purchase order and individual title order number
- Reference/link to packing slip
- Title/author
- Format
- Number of copies
- List price of title
- Discount (percentage) and Discount cost for material
- Net total cost for all copies of material (after discount)

Value added services (processing and cataloging) must be added to product invoices.

All invoices must be provided in duplicate.

A.16 COOPERATIVE PURCHASING:

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

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Description of the goods, and services related thereto, being purchased and pricing:

| Item No. | Description | Discount Percentage Offered |
|----------|--------------------------------------|--|
| 1 | DVDs | 25% off MSRP |
| 2 | Blu-rays | 20% off MSRP |
| 3 | Music CDs | 25% off MSRP for most titles 10% off for Universal Music titles |
| 4 | Audiobooks | Sold at Retail Prices; includes SoundSafe Case |
| 5 | List any other categories proposing: | N/A |

| VALUE ADDED SERVICES: | PRICING: |
|--|-----------------|
| Automatic Order Plans | No Charge |
| Web based bibliographic resources | No Charge |
| Selection Lists and other Selection Tools | No Charge |
| Electronic Submission of orders and selection lists | No Charge |
| Electronic order confirmations, order status updates, and electronic invoices using the EDIFACT standard | No Charge |

| | |
|---|---|
| <p>MARC catalog records:</p> <ul style="list-style-type: none"> • Vendor records downloaded from Website • Full OCLO MARC records • OCLC Customized MARC records • 949 tag linking services | <ul style="list-style-type: none"> • No Charge • \$1.20 per title • \$3.15 per title • \$.25 per item |
|---|---|

| | |
|--|--|
| <p>Shelf-ready item services including adaptive and copy cataloging with CIP upgrades as needed, original cataloging when requested and physical processing:</p> <ul style="list-style-type: none"> • DVD/Blu-Ray DVD <ul style="list-style-type: none"> ○ Single Disc Titles ○ Double Disc Titles ○ Multiple Disc Titles | <ul style="list-style-type: none"> • \$3.75 • \$4.90 • \$5.50 |
| <ul style="list-style-type: none"> • Music CDs <ul style="list-style-type: none"> ○ Single Disc Titles ○ Double Disc Titles | <ul style="list-style-type: none"> • \$3.25 • \$3.25 |
| <ul style="list-style-type: none"> • Audiobooks | <ul style="list-style-type: none"> • Free Processing Services |