

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made and entered into between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “CITY”), and **INGRAM LIBRARY SERVICES, INC.**, a Tennessee business authorized to do business in Colorado, whose address is One Ingram Blvd., La Vergne, TN 37086 (the “VENDOR”).

### RECITALS:

**WHEREAS**, the City and the Contractor entered into an Agreement on December 27, 2011, to provide book purchasing, processing and cataloging services for the Denver Public Library; and

**WHEREAS**, the parties desire to amend the Agreement to extend the term and increase the maximum amount of the contract.

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

1. Article 3 of the Agreement entitled **Term** is hereby amended to read as follows:

“**3. Term**: The term of the Agreement is from **September 1, 2011 through December 31, 2012.**”

2. That Article **4.A. Compensation and Payment** of the Agreement is hereby amended to read:

“**A. Fee**: The fee for the services described in the SOW is **\$2,900,000.00 (Two Million, Nine Hundred Thousand Dollars)** (the “Fee”). The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance and in accordance with the schedule in the budget.”

3. That Article **4.D. Maximum Contract Liability** of Article IV **Compensation and Payment** of the Agreement is hereby amended to read:

“**D. Maximum Contract Liability**:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Vendor under the terms of this Agreement for any amount in excess of the sum of **TWO MILLION, NINE HUNDRED THOUSAND AND NO/100**

**DOLLARS (\$2,900,000.00).** Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor's risk and without authorization under this Agreement.

(ii) It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose the Agreement and paid into the Treasury of the City. Vendor acknowledges that (a) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

4. All references in the Agreement to Exhibit A are amended to read as Exhibits A and A-1, respectively.

5. Except as herein amended, the Agreement, as previously executed, is affirmed and ratified in each and every particular.

**BALANCE OF PAGE INTENTIONALLY 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 \_\_\_\_\_



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4. All references in the Agreement to Exhibit A are amended to read as Exhibits A and A-1, respectively.

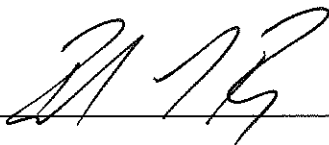
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**Contract Control Number:** BOOKS-201103203-01

**Contractor Name:** Ingram Library Services, Inc.

By: 

Name: Richard L. Rosy  
(please print)

Title: Vice President and General Manager  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



## **Exhibit A-1**

### **Library Book Purchasing Vendor – Scope of Work**

#### **Summary**

The mission of the Denver Public Library is to connect people with information, ideas and experiences to provide enjoyment, enrich lives and strengthen our community. This cannot be accomplished without the timely acquisition of books. The Book Purchasing Vendor selected by Denver Public Library will provide books to the Denver Public Library as well as the processing and cataloging services it requires. After a competitive bid process, Ingram Library Services was selected.

#### **Selected Vendor - Name of Company**

Ingram Library Services Inc.  
One Ingram Blvd.  
La Vergne, TN, 37086  
800-937-5300  
Federal I.D. Number: 62-1746696  
City of Denver Vendor ID # 15570

#### **Selected Vendor Contact**

Official Representative: Richard L. Rosy, Vice President and General Manager  
Telephone: 800-937-5300  
Fax: 615-213-5196  
Email: [ilsbids@ingramcontent.com](mailto:ilsbids@ingramcontent.com)

#### **Scope of Work**

The Denver Public Library will order books from (Ingram Library Services Inc.) based on stock and availability information from the company's website. Orders will be placed as required by the Denver Public Library via phone, fax, via Electronic Data Interchange (EDI) through the Denver Public Library's integrated library system or the vendor's web site. For the vendor selected, Ingram's ordering website is (<http://ipage.ingrambook.com>).

The Library must have the ability to create some standing order (automatic shipment) plans. Titles associated with standing order plans are the only ones the



vendor will ship to the Denver Public Library without receiving a firm order via one of the above methods.

The Denver Public Library requires the following discount schedule per binding be applied to the Denver Public Library orders:

- Hardcover Trade-47.5%
- Quality Paperback-41.0%
- Mass Market Paperback-41%
- Library Bindings-23%
- Graphic Novels-40%
- Prebound Books-30%
- University Press-12%
- Short Discounted/Non-Trade Titles-12%
- Net Titles-0% with no service charge

The vendor will provide processing and cataloging services. The Denver Public Library will pay \$1.50 per unit for this service. The service will include the following components as applicable:

- Mylar jacket, taped
- Property stamp, 1 impression
- Application of Ingram supplied barcode
- Barcode label protector
- Application of Denver Public Library-supplied branch label
- Spine label
- Spine label protector
- BookMARC record via ipage or FTP
- RFID tag (Ingram supplied) programming and application
- Pre-programmed RFID/barcode set

The vendor will ship material to the Denver Public Library at the following address:

Denver Public Library  
Attn: Technical Services  
10 W. 14<sup>th</sup> Avenue Parkway  
Denver, CO 80204.

The Library will have assigned warehouse space. The vendor selected has primary and secondary warehouses in Ft. Wayne, Indiana and La Vergne, Tennessee. Orders from these two warehouses will be shipped with Ingram-paid freight.





The vendor company acknowledges the dock clearance at the Denver Public Library is 11' 6" and will not attempt to deliver product with a truck too large for the Library's dock.

**Tasks:**

Order is placed by Denver Public Library staff using the appropriate account.

The vendor (Ingram Library Services Inc.) confirms the order via EDI through the Denver Public Library's integrated library system.

The Vendor processes and catalogs items based on the account specifications.

The vendor ships the product to the Denver Public Library.

The vendor includes a packing slip with each shipment.

The packing slip will include the following data elements:

1. Library's shipping and billing address
2. Date
3. Quantity ordered
4. Quantity shipped
5. Title
6. ISBN
7. Purchase order number
8. Discount
9. List Price
10. Extended Price

The vendor will provide electronic invoice via EDI through the Denver Public Library's integrated library system.

The vendor provides MARC records on the company's FTP site. The Denver Public Library retrieves the records and loads them into its integrated library system.

The vendor provides an emailed PDF invoice to the Denver Public Library with the following data elements:

- a. Purchase order number



- b. Purchase order line item ID
- c. Quantity ordered
- d. Quantity shipped
- e. Author
- f. Title
- g. Publisher abbreviation
- h. Binding code
- i. ISBN
- j. Unit price
- k. Discount (percentage)
- l. Unit price after discount
- m. Extended price

Denver Public Library verifies quantity and approves invoice for payment. The City and County of Denver will issue payment to the selected vendor.

### **Schedule**

Orders will be placed by the Library as needed. It is likely multiple purchase orders will be submitted each day (Monday-Friday, excluding holidays).

### **Payment Terms and Conditions**

Payment for goods and services will be made in accordance with the rules of the City and County of Denver.

Access to the selected vendor's website to utilize to purchase books will be **\$3,000.00 per year for the duration of the contract.**

The selected vendor, Ingram Library Services Inc., is Denver Public Library's primary book vendor, however, it is understood by both parties that this is not an exclusive relationship. The Library retains the option to purchase books from other companies.



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