

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **DELL MARKETING, L.P.**, a Texas limited partnership registered to do business in Colorado whose address is One Dell Way, Round Rock, TX 78682 (the “Contractor”), collectively the “Parties”.

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated April 14, 2015, an Amendatory Agreement dated September 15, 2015, and a Second Amendatory Agreement dated January 27, 2016 (the “Agreement”), relating to the implementation of the Active Directory and Office 365 solutions; and

WHEREAS, the Parties wish to amend the Agreement to amend the term and increase the compensation to the Contractor.

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 amended to read “...Exhibits A, A-1, and A-2, as applicable...” The scope of work marked as Exhibit A-2 is attached and incorporated by reference.”

2. Article 4.D of the Agreement entitled “**Maximum Contract Liability**” is amended to read as follows:

“4. **COMPENSATION AND PAYMENT**”

A. **Fee:** The fees for the services are described in the SOWs (the “Fee”). The City and the Contractor may agree to add other services under this Agreement by executing a new Statement of Work and if additional funds are required to complete any new Statement of Work, the parties shall amend this Agreement to increase the Maximum Contract Amount, if necessary. The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance and in accordance with the SOWs.

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 Contractor under the terms of this Agreement for any amount in excess of the sum of **Nine Hundred Forty-Eight Thousand Two Hundred Forty-Four Dollars and 76/100 Cents (\$948,244.76)**. Contractor acknowledges that any work performed by Contractor beyond that specifically authorized by the City is performed at Contractor's risk and without authorization under this Agreement unless the parties agree to an amendment of this Agreement.”

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

[SIGNATURE PAGES FOLLOW]

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: TECHS-201520942-03

Contractor Name: DELL MARKETING LP

By: Jan Light

Name: JANESSA LIGHT
(please print)

Title: SR. CONTRACTS MANAGER
(please print) 11/30/18

ATTEST: [if required]

By: N/A

Name: _____
(please print)

Title: _____
(please print)





EXHIBIT A-2

I. State of Colorado Price Agreement

- a. Dell Marketing LP is authorized under the NASPO ValuePoint Computer Master Agreement ##MNWNC-108 to provide goods and services in the following categories: Desktops / Laptops / Tablets / Servers / Storage
- b. ORDERING AND PRICING: Dell Marketing LP and all Dell Marketing LP authorized business partners are listed on the State's landing page on the following website: <http://www.dell.com/learn/us/en/04/slg/wsca-naspo-new-for-review?c=us&l=en&s=bsd>
- c. Please note: for all purchase orders issued against this contract, the following must be shown on the PO:

Colorado State contact #2016-0000-0000-0000-0105/NASPO
NASPO-Minnesota Master Price Agreement #MNWNC-108.

- d. The City and County of Denver, by this agreement, will have access to purchase services offered by Dell Marketing LP through the NASPO-Minnesota Master Price Agreement #MNWNC-108

II. Dell Marketing LP will provide resources on an On-Call basis to assist Technology Services with Data Center Planning and Infrastructure.

Hourly rates listed below are inclusive of all travel, per diem and any related expenses resulting from the work performed under this agreement.

PS-CUS-ECSVMW

DATA CENTER PLANNING & INFRASTRUCTURE

| Role (BOE) | Bill Rate/Hr |
|-----------------------------|--------------|
| Advanced Consultant | \$ 352.00 |
| Advanced Solution Architect | \$ 329.00 |
| Associate Consultant | \$ 231.00 |
| Consultant | \$ 257.00 |
| Delivery Manager | \$ 516.00 |
| Program Manager | \$ 345.00 |
| Project Management | \$ 295.00 |
| Solution Architect | \$ 274.00 |
| Senior Consultant | \$ 298.00 |
| Senior Program Manager | \$ 419.00 |
| Senior Project Manager | \$ 322.00 |
| Senior Solution Architect | \$ 284.00 |



| | | |
|-----------------------------------------------|----|--------|
| Virtual Soution Delivery Advanced Consultant | \$ | 165.00 |
| Virtual service Delivery Associate Consultant | \$ | 48.00 |
| Virtual service Delivery Consultant | \$ | 76.00 |
| Virtual Swervice Delivery Delivery Mgr | \$ | 134.00 |
| Virtual Service Delivery Project Mgmt | \$ | 85.00 |
| Virtual Service Delivery Sr Consultant | \$ | 106.00 |