

A G R E E M E N T

THIS AGREEMENT by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **Q-MATIC CORPORATION**, an Illinois corporation, registered to do business in Colorado, whose address is 2400 Commerce Avenue, Building 1100, Suite 100, Duluth, GA 30096 (“Vendor”).

1. SOFTWARE LICENSE, SUPPORT AND MAINTENANCE TO BE PROVIDED AND SERVICES TO BE PERFORMED: Vendor, under the general direction of, and in coordination with, the City’s Clerk and Recorder or other designated supervisory personnel (the “Manager”) agrees to provide the software (the “Software”) and hardware (“Hardware”) listed on **Exhibits B** (phased pricing) **and C** (Vendor quoted pricing) , and perform the services described on attached **Exhibit A** (the “Statement of Work” or “SOW”) and provide the software support and maintenance services described on attached **Exhibit A**. The Vendor also agrees during the terms of this Agreement as it may be amended to supply the products and services to the City at the prices listed on **Exhibit D**, Catalogue of Services.

2. GRANT OF LICENSE; RESTRICTIONS:

A. Vendor hereby grants to City a perpetual, irrevocable, non-exclusive right and license to: (a) install, display, perform, and use the Software; and (b) use all intellectual property rights necessary to use the Software as authorized in subparagraph (a).

B. Title to and ownership of the Software will remain with Vendor. City will not reverse engineer or reverse compile any part of the Software without Vendor's prior written consent. City will not remove, obscure or deface any proprietary notice or legend contained in the Software or documentation without Vendor's prior written consent.

C. Except as specified in a Schedule or Order, Vendor at its expense will, within thirty (30) days after the signing of this Agreement and continuously thereafter, deposit the Software in source code form, including all enhancements, in escrow pursuant to a source code escrow agreement (“Escrow Agreement”) acceptable to City. The following events automatically will give City the right to cause the release of the applicable source code from Vendor or the escrow agent, whether or not contained in the Escrow Agreement, upon notice to Vendor or presentation of this Agreement to the escrow agent: (i) the institution by or against Vendor of insolvency, receivership or bankruptcy proceedings; (ii) Vendor’s making an assignment for the benefit of creditors; (iii) Vendor’s dissolution or ceasing its ongoing business operations or sale, licensing, maintenance or other support of the Software; or (iv) Vendor failing to pay the applicable fees due under the Escrow Agreement.

3. DELIVERY AND ACCEPTANCE:

A. Vendor shall deliver the Software and perform the integration services in accordance with the SOW. Vendor will pack, mark, label, document and deliver all Software in accordance with the City's instructions and accepted industry standards.

B. Upon installation of the Software, the City will test and evaluate same to ensure that it conforms, in the City's reasonable judgment, to the specifications outlined in the SOW. If the Software does not conform, the City will so notify Vendor in writing within sixty (60) days. Vendor will, at its expense, repair or replace the nonconforming product within fifteen (15) days after receipt of the City's notice of deficiency. The foregoing procedure will be repeated until the City accepts or finally rejects the product, in whole or part, in its sole discretion. In the event that the Software contains a defect or nonconformity not apparent on examination, the City reserves the right to repudiate acceptance. In the event that the City finally rejects the Software, or repudiates acceptance of it, Vendor will refund to the City all fees paid, if any, by the City with respect to the rejected product.

C. If the City is not satisfied with the Vendor's performance of the services described in the SOW, the City will so notify Vendor within thirty (30) days after Vendor's performance thereof. Vendor will, at its own expense, re-perform the service within fifteen (15) days after receipt of City's notice of deficiency. The foregoing procedure will be repeated until City accepts or finally rejects the service in its sole discretion. In the event that City finally rejects any integration service, Vendor will refund to City all fees paid by City with respect to such service.

4. TERM: The term of the Agreement is from March 15, 2013 through March 15, 2014.

5. COMPENSATION AND PAYMENT:

A. Fee: The fee for the Software, Hardware and services described in Exhibits A, B and C, is \$50,321.44 (the "Fee"). The Fee shall be paid pursuant to the City's Prompt Payment Ordinance and in accordance with **Exhibit B**, Phased Payment Breakdown.

B. Reimbursement Expenses: The fees specified above include all expenses, and no other expenses shall be separately reimbursed hereunder.

C. Invoicing: Vendor must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance.

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 **FIFTY THOUSAND THREE HUNDRED TWENTY-ONE DOLLARS AND forty-four cents** (\$50,321.44). 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 of 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.

6. STATUS OF VENDOR: It is understood and agreed that the status of Vendor shall be that of an independent Vendor and a person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.2(C) of the Charter of the City; and it is not intended, nor shall it be construed, that Vendor or its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. Vendor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the Manager with any City agency, or any person or firm under contract with the City doing work which affects Vendor's work.

7. TERMINATION:

A. The City has the right to terminate this Agreement, with or without cause, on thirty (30) days written notice. However, nothing herein shall be construed as giving Vendor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

B. If this Agreement is terminated by the City, Vendor shall be compensated for, and such compensation shall be limited to, (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City; (2) the reasonable value to the City of the work which Vendor performed prior to the date of the termination notice, but which had not yet been approved for payment; and (3) the cost of any work which the Manager approves in writing which he determines is needed to accomplish an orderly termination of the work. The City shall be entitled to an immediate prorate refund of any prepaid fees for services not provided as of the date of termination.

C. Upon termination of this Agreement by the City, Vendor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

8. EXAMINATION OF RECORDS: Vendor agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of Vendor, involving transactions related to this Agreement. Such examination shall be limited to Vendor's normal business hours, at Vendor's premises, and upon reasonable prior notice to Vendor.

9. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

10. INSURANCE:

A. General Conditions: Vendor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Vendor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized 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 stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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." Additionally, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. The Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: Vendor shall provide a copy of this Agreement to its insurance agent or broker. Vendor may not commence services or work relating to the Agreement prior to placement of coverage. Vendor certifies that the certificate of insurance attached as **Exhibit E** preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. 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 Agreement shall not act as a waiver of Vendor's breach of this Agreement or of 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.

C. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Vendor and sub-contractor's insurer(s) shall name the City and

County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages, Vendor's insurer shall waive subrogation rights against the City.

E. Subcontractors and Sub-consultants: All subcontractors and sub-consultants (including independent Vendors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Vendor. Vendor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and sub-consultants maintain the required coverages. Vendor agrees to provide proof of insurance for all such subcontractors and sub-consultants upon request by the City.

F. Workers' Compensation/Employer's Liability 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 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, 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 Agreement, and that any such rejections previously effected, have been revoked as of the date Vendor executes this Agreement.

G. Commercial General Liability: Vendor shall maintain a Commercial General Liability insurance policy 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.

H. Business Automobile Liability: Vendor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

I. Technology Errors & Omissions: Vendor shall maintain Technology Errors and Omissions insurance including network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate.

J. Additional Provisions:

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement 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 primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

(i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(c) Vendor shall 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 Vendor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

11. REPRESENTATION AND WARRANTY: Vendor represents and warrants that:

A. The Software will conform to applicable specifications, operate in substantial compliance with applicable documentation, and will be free from deficiencies and defects in materials, workmanship, design and/or performance;

B. all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;

C. all services will conform to applicable specifications and the Exhibits attached hereto;

D. it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to the software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party;

E. there are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any third party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder;

F. the Software will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party;

G. the Software will contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data; and

H. the media on which all Software is furnished are and will be, under normal use, free from defects in materials and workmanship.

12. DEFENSE AND INDEMNIFICATION:

A. Vendor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Vendor or its sub-contractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Vendor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Vendor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

C. Vendor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Vendor under the terms of this indemnification obligation. The Vendor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

F. Vendor will, at Vendor's expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney’s fees and awarded damages) arising out of a claim that the Software, services, or their use by the City, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party. The City will promptly notify Vendor in writing of any claim and cooperate with Vendor and its legal counsel in the defense thereof. Vendor may in its discretion (i) contest, (ii) settle, (iii) procure for the City the right to continue using the Software, or (iv) modify or replace the infringing Software so that it no longer infringes (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense. If Vendor concludes in its reasonable judgment that none of the foregoing options are commercially reasonable, then Vendor will refund a pro rata portion (based on a 5 year straight line depreciation running from City’s final acceptance of the

Software) of the Software license fee(s) paid by the City under this Agreement and reimburse the City for all reasonable expenses for removal and replacement of the Software.

13. COLORADO GOVERNMENTAL IMMUNITY ACT: The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).

14. TAXES, CHARGES AND PENALTIES: The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.

15. ASSIGNMENT: Vendor covenants and agrees that it will not assign or transfer its rights hereunder without first obtaining the written consent of the Manager. Any attempts by Vendor to assign or transfer its rights hereunder without such prior written consent of the Manager shall, at the option of said Manager, automatically terminate this Agreement and all rights of Vendor hereunder. Such consent may be granted or denied at the sole and absolute discretion of said Manager. A change in control of Vendor shall not constitute an assignment hereunder.

16. NO THIRD PARTY BENEFICIARY: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Vendor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreements. It is the express intention of the City and Vendor that any person other than the City or Vendor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

17. NO AUTHORITY TO BIND CITY TO CONTRACTS: Vendor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City, as required by Charter and ordinance.

18. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: This Agreement, including the exhibit attached hereto (each of which is specifically incorporated herein) is intended as the complete integration of all understandings between the parties. No prior contemporaneous or subsequent addition, deletion, or other amendment hereto shall have any force or effect, unless embodied herein in writing, and executed in the same manner as this Agreement.

19. SEVERABILITY: The parties agree that if any provision of this Agreement or any portion thereof 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.

20. CONFLICT OF INTEREST:

A. The parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein; and Vendor further agrees not to hire or contract for services any employee or officer of the City which would be in violation of the Denver Revised Municipal Code, Chapter 2, Article IV, Code of Ethics, or Denver City Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. Vendor agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. Vendor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Vendor by placing Vendor's own interests, or the interests of any party with whom Vendor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given Vendor written notice which describes the conflict. Vendor shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

21. NOTICES: Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By Vendor to:
Q-MATIC CORPORATION,
2400 Commerce Avenue,
Building 1100, Suite 100,
Duluth, GA 30096

And by the City to:
City of Denver, Clerk and Recorder
201 West Colfax Avenue,
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

22. DISPUTES: All disputes of whatever nature between the City and Vendor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code, § 56-106(b), et seq. For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in Paragraph 1 hereof.

23. GOVERNING LAW; VENUE: This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

24. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, Vendor agrees not to 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 further agrees to insert the foregoing provision in all subcontracts hereunder.

25. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Vendor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Vendor from City facilities or participating in City operations.

26. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. City Information: Vendor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Vendor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Vendor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Vendor shall be held in confidence and used only in the performance of its obligations under this Agreement. Vendor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Vendor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Vendor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

B. Use and protection of Proprietary Data or Confidential Information:

(i) Except as expressly provided by the terms of this Agreement, Vendor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. Vendor further acknowledges that by

providing data, Proprietary Data or confidential information, the City is not granting to Vendor any right or license to use such data except as provided in this Agreement. Vendor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Manager and will immediately notify the City if any information of the City is requested from the Vendor from a third party.

(ii) Vendor agrees, with respect to the Proprietary Data and confidential information, that: (1) Vendor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (2) Vendor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) Vendor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

(iii) Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Vendor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

C. Employees and Sub-Contractor: Vendor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Vendor under this Agreement shall survive the expiration or earlier termination of this Agreement. Vendor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

D. Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. Vendor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Vendor agrees to contact the City immediately.

E. Vendor’s Information: The City shall endeavor, to the extent provided by law, to comply with the confidentiality provisions set out in the End User License Agreement, provided, however, that The City understands and agrees that the Vendor software and documentation including, but not limited to, the Source Code, Object Code, the Interface Requirements Document(s) Acceptance Test Procedures, the Statement of Work, the software

design, structure and organization, software screens, the user interface and the engineering know-how implemented in the software (collectively “Vendor Confidential Information”) constitute the valuable properties and trade secrets of Vendor, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to Vendor a competitive advantage. The City agrees during the term of this Agreement and the license granted hereunder, and thereafter, to hold the Vendor Confidential Information including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the City’s exercise of the license rights granted hereunder, and except as required by the parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. (2003). In the event of a request to the City for disclosure of such information, the City shall advise Vendor of such request in order to give Vendor the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Vendor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Vendor’s intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

27. LEGAL AUTHORITY:

A. Vendor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken to enter into this Agreement.

B. The person signing and executing this Agreement on behalf of Vendor does hereby warrant and guarantee that he has been fully authorized by Vendor to execute this Agreement on behalf of Vendor and to validly and legally bind Vendor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Vendor or the person signing the Agreement to enter into this Agreement.

28. NO CONSTRUCTION AGAINST DRAFTING PARTY: Each of the Parties acknowledge that they and their respective counsel have had the opportunity to review this Agreement, and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

29. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

30. SURVIVAL OF CERTAIN PROVISIONS: The parties understand and agree that all terms and conditions of this Agreement together with the exhibits and attachments hereto which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Vendor's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

31. INUREMENT: The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

32. TIME IS OF THE ESSENCE: The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

33. FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, Vendors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

34. PARAGRAPH HEADINGS: The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

35. CITY EXECUTION OF AGREEMENT: This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

36. COUNTERPARTS OF THIS AGREEMENT: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

37. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Vendor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

EXHIBIT A

STATEMENT OF WORK

March 22, 2012

Customer Queue Management System Denver Office of the Clerk and Recorder

Qmatic

SECTION A: Project Title

Customer Queue Management System

All services related to this project are being performed by Qmatic Corporation for implementation of a queuing management solution for the Office of the Clerk and Recorder'.

This Statement of Work (SOW) is made and entered by and between the City and County of Denver and Qmatic Corporation also referred to as consultant or Qmatic Corporation throughout the balance of this scope. The SOW incorporates by reference the terms and conditions of RFP Number 6989 In case of any conflict between this SOW and the Contract, the Contract shall prevail.

SECTION B: Project Manager- Qmatic Corporation

Name: Barbara Dorsey
Address: 2400 Commerce Ave, Bldg 1100, Suite 100
City: Duluth
State & Zip: Georgia, 30518
Phone: 770-817-4263
Email: Barbara.dorsey@qmatic.com

SECTION C: Project Manager- Agency Clerk and Recorder Division Project Manager

Name: Sara Harmer
Address: 201 West Colfax, Dept 101
City: Denver
State & Zip: Colorado, 80204
Phone: 720-913-4820
Email: sara.harmer@denvergov.org

Technology Services Project Manager

Name: TBD
Address: 201 West Colfax, 301
City: Denver
State & Zip: Colorado, 80204
Phone: 720-913-

Email:

SECTION D: Project Overview

D.1 BACKGROUND:

On the first floor of the Wellington Webb Municipal Office Building within the Office of the Clerk and Recorder are various customer interfaces. The Office of the Clerk and Recorder consists of a counter for the city clerk, marriage licenses, down the hall a counter for acquiring copies of records, a counter for recording documents and finally a counter for foreclosure sales. There is a variety of signage and a single point of entry but a majority, if not most of the initial interactions occur at the marriage counter, requiring customers to often wait for service that would normally come from other counters. At each interface, customers may sign-in on a piece of paper or possibly take a number, or be written down on list. The procedure varies from counter to counter and has developed over the years for each division, each fulfilling its own need, creating inconsistent processes. This is challenging for:

- Customers to know where to start and what is required
- Customers' ability to identify the correct counter the first time, without unnecessary wait times
- Ability for customers to be rerouted to other counters for service during high volume times.
- Management cannot accurately track real customer interactions (metrics for customer service, wait times, types of customers and trends)

D.2 PROJECT OBJECTIVES:

This project is part of a program to improve the customer experience, reduce customer wait time and aggravation by assisting and directing customers to specific counters. The long term outcome of this project will be a realignment of staff required to perform existing functions to focus on other duties that will increase customer satisfaction. The baseline measurements (wait times/volumes) for staff and for customers will be taken immediately after the "go-live" of this project and then periodically to help to evaluate its success. Customer feedback will be used to assist in the evaluation process.

D.3 BUSINESS REQUIREMENTS:

Qmatic Corporation has been awarded as a result of competitive bid to design, develop, and implement their Queuing software Solution here-in referred to as Qmatic to satisfy the requirements for the Denver Clerk and Recorder's Division for Recording, Records, Marriage Licenses and Public Trustee with potential for additional queues for the Elections Division, the Denver Department of Motor Vehicle, or any other City agency with funding and need for use of this software.

The application will be designed to be hosted in the City and County of Denver's data center. Maintenance will consist of the cost for one year of maintenance included in the implementation cost

plus 4 optional years of maintenance and support for the Qmatic software and hardware. Optional years to be quoted separately from bid response.

The queuing software and hardware solution must provide:

- Single customer activity assignment location, that will create an activity ticket for the customer (paper or possibly via email or text). The assignment location is already in place within the Office of the Clerk and Recorder and at the Denver Elections Division. The kiosks are self standing with a touch screen, DELL computer and receipt printer connected to the City's network. The kiosk is a product from [Zivelo](#).
- Up to twelve (12) customer activity locations, each with a networked computer that can access the queues for the Office of the Clerk and Recorder. These activities include, but may not be limited to, addressing marriage license applications, requests for records, recording of documents, and foreclosure information.
- At the Elections Division, there would be up to 14 stations that are performing a variety of elections related activities, from registering to vote, request of provisional ballots, voter verification for voting on election equipment and ballot drop off. This is a separate implementation planned after the initial roll out of the queuing requirements of the Clerk and Recorders office.
- Ability to create multiple queue types associated to various types of activities or combined activities (e.g., obtaining a marriage license, recording a document, and request for provisional ballot). Assignment sequencing must be possible.
- Ability to send notification to staff in back office of a pending activity requiring their participation.
- At the Office of the Clerk and Recorder there are three (3) large, flat screen (e.g., 46" or larger LCD) displays installed with Sun Rays for connection to the City's network to provide customers with real time information that coincides with activity ticket to inform customers of their position in the queue, an approximate wait time, and when/where they will be served. The Denver Elections Division has one large flat screen also connected to the City's network.
- The option for implementation of an automatic/manual announcement/pager system that could include voice (e.g., "Now serving ticket A237 at Station 12) or sound (like a bell or similar) that will help to keep customers notified of their progress in the queue.
- Aside from large size screens and ticket production equipment, no other special hardware beyond existing standard "City issued" computers with network connections should be required. The software, if not a SAS model, must be able to reside on the City's VM Ware cluster.

- Ability to move/hold a customer's place in the queue (e.g., if they have to run back to their office to collect a document).
- Management & supervisor tools (dashboards) to override assignments, be notified if wait times exceed maximum desired, allocate additional or different resources based on load, and create reports to determine overall success
- Tiered log-on structure for Managers, Supervisors and Staff to have tiered security access to log into the application, functionality and reporting.
- Canned manager/staff reports available at deployment without any additional development. The Office of the Clerk and Recorder insists on the ability to report metrics. Supervisors and managers should be able to view daily, weekly, and monthly customer activity, services and individual employees. Reports must be able to be run daily, weekly, monthly, quarterly or for the entire year. Must be able to provide productivity statistics on an annual basis for performance evaluation purposes.
- Real time monitoring capabilities for managers and supervisors to view who is logged in, wait time, number of customers in queue. Display for customers waiting by category, site, person, and service.
- Ability to produce reports showing statistical information for staff logged in time, customers served, and staff productivity.
- Staff training on how to use the tool as well as cross training among groups to better understand and handle multiple channels.
- Remote & on-site customer maintenance and support during normal hours of operation (M-F, 8:00AM-5:00PM, local time) and specialized support and maintenance for the Denver Elections Division for pre-election and election day activity.
- That the solution can be deployed "out of the box" with no integrations to other systems, and relies on network and power only after installation.
- Modifications and changes to the configuration (e.g., new types of process flows) should be changeable onsite with minimal internal/external tech support and be performed by managers with appropriate permissions and training

- Ability for staff to manage appointments, automatically accept appointments based on established parameters for appointment length based on type of activity requested, and automatic notification and reminder of appointments, i.e. customers in queue for elections must be on site prior to 7 pm / close of election- customers must be given a number or some sort of credentials that are verified prior to the 7 pm close of the election to be confirmed in queue.
- The Clerk and Recorder’s Office requires the ability to manage queue hours and how those hours are dynamically dependent on whether customers are already waiting in line. We want to ensure that queues don’t automatically turn off before closing time, whether there are folks in the queue or not. The Clerk and Recorder’s Office must also have in house capability to change the queue times depending on if the office is operating under normal business hours, extended or week-ends etc.
- Mobile kiosk capability utilizing wireless devices (e.g., laptops, tablets, smart phones) that connect to the internal network that could be used to make assignments or perform activities i.e. placing people in queue during high volume times, such as elections.

D.4 OPTIONAL REQUIREMENTS

- Ability for customers to request appointments online.
- Ability for customers to utilize cell phone for text alerts to queue information.

D.5 POSSIBLE FUTURE PHASES:

A potential to add more internal/external looped content is desired for future releases. This could include:

- Denver TV Channel 8, information about requirements, weather and news feeds.
- The ability of a system to facilitate remote meeting requests by offsite customers via internet based devices. Describe your system’s ability to verify a user on site having made the offsite request.
- Customers will have the ability to provide a mobile number or email so that they can be notified when their “number” is called, allowing them to wait in the atrium or perform other duties, using their time more productively or enjoyably.
- With deployment of self servicing kiosks, it would be desired in the future to allow for customers, like at the airport, to come to these kiosks and self-assign. In the near future, the Clerk and Recorder’s office will have self service stations for the completion of marriage

applications, research and requesting copies of records. The queue should provide the option, to the customer, for assistance or the self help option and direct them accordingly.

- A virtual receptionist that could welcome the customer, ask them what they want to do and provide available initial options that could state something like:
 - “I have an appointment.”
 - “I want to obtain a marriage license.”
 - “I am performing research on a property.”
 - “I would like to record a document.”
 - “I don’t see what I am looking for. I need assistance.”

Note: if these options already exist, and are not part of the out of the box core functionality, pricing is attached as a catalogue for separate options for purchase.

SECTION E- Scope of Work, Deliverables and Acceptance Criteria

As detailed in this Scope of Work, as well as the itemized pricing section in the RFP, Qmatic Corporation will separately procure all hardware, system software, and additional services as necessary and approved by the Clerk and Recorder’s office for the application’s successful implementation

E.1 BASE PROJECT – SCOPE OF WORK:

In Scope- The project scope will define, develop and implement the CFM solution, incorporating:

- A. Queuing Solution Configuration Document (SCD) discussion via conference call with designated City project team.
- B. Installation of Orchestra software on City provided production and non-production servers
- C. Connection with a SQL 2008 database server (s) provided by the City
- D. Implementation of the Orchestra CFM application at one location
- E. Installation of all equipment purchased from Qmatic
- F. Solution Configuration based on agreed upon SCD
- G. LDAP implementation support by Qmatic Systems Analyst
- H. Solution User Acceptance Testing of the Orchestra application on dedicated servers provided by the City
- I. Project Management Services (defined in section H) including:
 - Project Communication Plan
 - Prepare for Weekly meetings
 - Hold weekly project status meetings
 - Maintain Risk Log
 - Monitor issues
 - Refine Project Plan as necessary
 - Conduct Issue resolution meetings
 - Monitor Change Requests

- Maintain Change Request Log
 - Evaluate Change Impacts to timeline, project cost, etc.
- J. Manage logistics of all hardware shipments, travel, installation and training schedules
- K. Remote Systems Analyst, Development, and Project Management support through the end of the Solution Deployment phase of the project.

Out of Scope- The following items are out of scope of this project and subsequent Statement of Work

- A. Hosting services at a third party or Qmatic provided facility
- B. Anti-virus, browser, or Operating System support or delivery
- C. Onsite support by Qmatic post initial go-live and training except where noted in the Support & Maintenance Agreement
- D. Installation of any low voltage power drops for any network drops or electrical outlets in support of the hardware.

Project Assumptions

- The City will provide authorized Qmatic personnel secure access to the SQL database server
- The City will designate a 'super user' administrators to shadow software configuration by Qmatic for training purposes and future support of the Qmatic software
- The City will host all central system software at a location of their choosing
- The City to provide browser that meets minimum Qmatic requirement (Internet Explorer 8.0 or Firefox 3.0)
- The City to assign dedicated resources throughout the agreed upon project timeline
- Any Scope changes to be handled through the Change Order process and fees associated with effort are agreed upon before work commences
- Kiosk screen development is up to 3 screens
- Installations are conducted during normal business hours
- A work week is Monday through Friday

E.2 Software

Provide licenses for Qmatic’s Orchestra Customer Flow Management Solution to accommodate 2 locations.

- A. Clerk and Recorder’s Office- 10 Customer Service Stations running concurrently with 6 possible manager/ supervisor’s (only 3 need to be concurrent) for a total of 13 concurrent users.

- B. The Denver Elections will have 14 customer service stations running concurrently and 3 managers running concurrently for a total of a maximum of 18 concurrent users. This will potentially be offset by licensing for users on the Clerk and Recorder side as the maximum quantity will only be during election activity 2 – 3 times a year if additional licenses are required for election queuing activity.

Licenses will include:

- 2 Orchestra Capacity licenses (sufficient to allow the purchase of up to 380 concurrent users based on 20 users per capacity license)
- 2 Dashboard functionality Licenses (one license required for each capacity license). Allowing access to real-time aggregated management information
- 2 Digital Media Functionality Licenses (one license required for each capacity license). Allows display of system information and various digital media on multiple TV monitors.
- 2 Touch screen Connector Licenses (one license required for each capacity license). Provides specialized Web Services Connector to allow connection of 3rd party kiosks
- 30 concurrent user licenses

SECTION F: TECHNICAL REQUIREMENTS AND SPECIFICATIONS:

A. PROJECT ROLES AND RESPONSIBILITIES:

Qmatic Corporation, CCD Clerk and Recorder Project Manager, and CCD TS Project Manager and Technology Team / or the Managed Hosting provider will each have specific roles and responsibilities on the CCRMS Project and these are noted in the table below. Qmatic Corporation must take note that CCD is resource constrained and has little latitude to absorb responsibilities listed for what is to be delivered as a result of the response to the RFP.

Task/Activity	Qmatic Corporation	Clerk & Recorder Project Manager	CCD TS Project Team/ Managed Hosting Provider
Project Management			
Reporting to PMO and Steering Committee	Assistance	Responsible	
Qmatic Corporation Oversight		Responsible	Assistance

Task/Activity	Qmatic Corporation	Clerk & Recorder Project Manager	CCD TS Project Team/ Managed Hosting Provider
Management of Qmatic Corporation Staff	Responsible		
Management of CCD Staff		C&R Only	TS staff only/ Hosting provider staff
Project Plan and Updates	Lead Responsibility	Input, Review, and Approval	Input
Kick Off Meeting	Lead Responsibility	Assistance	Participation
Status Meetings	Lead Responsibility	Input and Review	Input
Issue Tracking, Analysis, and Escalation	Lead Responsibility	Responsible for Escalation to Clerk and Recorder PMO and Steering Committee	Responsible for Escalation to the Direct of PMO, and Steering Committee Input and Assistance.
Change Management	Lead Responsibility	Must Review and Approve any Changes (and obtain approvals of Clerk & Recorder Mgmt team if necessary)	Input and Assistance
System Analysis and Design			
Requirements Validation	Lead Responsibility	Review and Approve	Input and Review
System Usage Analysis	Lead Responsibility	Review and Approve	Input and Review
Site Specific Code Retrofitting Approach-for configuration of Clerk and Recorder and Election Division specific functionality	Lead Responsibility	Input and Review	Review and Approve
Site Specific Program Designs	Lead Responsibility	Review and Approve	Input and Review
Interface Plan and Designs	NA	NA	NA
Custom Report Designs	Lead Responsibility	Review and Approve	Input and Review
Custom Correspondence Design	NA	NA	NA
Technical Services			
Technical Environment Design	Lead Responsibility	Input, Review, and Assistance	Review and Approve
Technical Environment Setup and Maintenance	Lead Responsibility	Input, Review, and Assistance	Review and Approve
Performance Testing and System Tuning	Lead Responsibility	Input, Review, and Assistance	Review and Approve
Hardware, Software, System Development, Customization, and Implementation			
Hardware Installation	Assistance		Lead Responsibility
Installation of Application	Lead Responsibility	Input, Review, and	Review and Approve

Task/Activity	Qmatic Corporation	Clerk & Recorder Project Manager	CCD TS Project Team/ Managed Hosting Provider
Software		Assistance	
User Playground Setup and Maintenance	Lead Responsibility	Input, Review, and Assistance	Review and Approve
Configured Software	Lead Responsibility	Input, Review, and Assistance	Review and Approve
Site Specific Programs	Lead Responsibility	Input, Review, and Assistance	Review and Approve
Interface Application Software	Lead Responsibility	Input, Review, and Assistance	Review and Approve
Data Conversion			
Data Conversion Plan	N/A	N/A	N/A
Data Conversion Programs	N/A	N/A	N/A
Converting Data	N/A	N/A	N/A
Testing			
Test Plans	Lead Responsibility	Input, Review, and Assistance	Review and Approve
Application System Testing	Lead Responsibility	Input, Review, and Assistance	Review and Approve
Acceptance Test Planning	Lead Responsibility	Input, Review, and Assistance	Review and Approve
Acceptance Test Scripts	Lead Responsibility	Test Scenario Identification, Input, and Review	Test Scenario Identification, Input, and Review
Acceptance Testing	Assistance	Review and Approve	Conduct System Testing
Training and Knowledge Transfer			
Project Team Training	Lead Responsibility	Review and Approve	Participation
Training Plan	Lead Responsibility	Review and Approve	Input and Review
Training Curriculum	Lead Responsibility	Review and Approve	Input and Review
End User Training	Train the Trainers	Review and Approve	Train End Users
Training Technical Environment	Lead Responsibility	Input, Review, and Assistance	Review and Approve
Training Materials	Lead Responsibility	Review and Approve	Input and Review
Training Facility		Review and Approve	Provide Classrooms and needed equipment
Technical and Operations Training	Lead Responsibility	Input, Review, and Assistance	Review and Approve
Knowledge Transfer	Lead Responsibility	Input, Review, and Assistance	Review and Approve
Documentation			
All Documentation	Lead Responsibility	Review and Approve	Input and Review
System Implementation			
Implementation Plan	Lead Responsibility	Review and Approve	Input, Review, and Assistance
Production Readiness	Lead Responsibility	Input, Review, and	Review and Approve

Task/Activity	Qmatic Corporation	Clerk & Recorder Project Manager	CCD TS Project Team/ Managed Hosting Provider
		Assistance	
Production Cutover	Lead Responsibility	Input, Review, and Assistance	Review and Approve
Procedures for User Support	Lead Responsibility	Review and Approve	Input, Review, and Assistance
Production and Post Implementation Support	Lead Responsibility during initial period, Support during later period as CCD transitions to Self Sufficiency	Review and Approve	Review and Approve

B. QMATIC CORPORATION SERVICES AND DELIVERABLES:

Qmatic Corporation must meet all RFP requirements and complete all Project Milestones and Deliverables, as defined below and as described in the approved Project Plan.

a. Project Management

Qmatic shall function as the project manager for all Qmatic software, hardware, development, and implementation services for the term of the contract. CCD will provide a Project Manger within the Clerk and Records office and a Project Manager within Technology Services to assist in oversight of the entire project. Qmatic Corporation’s Project Manager will be responsible for the success and completion of the project. Qmatic will be responsible to:

- Assemble Qmatic and City project teams.
- Set the project timeline and key activities associated with the project with the support of The City.
- Agree upon the high level solution prior to moving forward to full solution development and configuration (below)

As a part of its project management duties, Qmatic Corporation must attend informational and status meetings. Such meetings may include meetings with the Project Managers and Clerk and Recorder division as designated by CCD.

Qmatic Corporation must provide electronic status reports on the project (see below). In addition, Qmatic Corporation must routinely update the Project Plan to reflect changes in the nature and timing of project activities, all changes being subject to CCD approval.

Qmatic Corporation must utilize a formal change management process (see below). Project deliverables and activities must be subjected to a rigorous quality management process that assures the delivery of high-quality products and services and manage any potential creep in scope. All changes must be approved by the Clerk and Records office if there is an impact to cost that will impact the budgeted contract amount or functionality.

b. Kick-Off Meeting

Qmatic Corporation and CCD will provide a preliminary project document defining preliminary dates and milestones within 20 working days of executing the contract.

c. Staff Management

Clerk & Recorder will provide oversight for the entire project. However, Qmatic Corporation must provide overall project management for the tasks in the Contract, including the day-to-day management of its staff. Qmatic Corporation must provide administrative support for its staff and activities and has overall responsibility for the success of the project.

Throughout the project, Qmatic Corporation must employ ongoing project management techniques to ensure that a comprehensive Project Plan is developed, executed, monitored, reported on, and maintained.

Qmatic Corporation is responsible for performing all background checks and associated costs on any additional professionals not on permanent staff, engaged in business with the City and County of Denver in accordance with the City's Executive Order 135. This requires Qmatic Corporation to perform Criminal Background checks, Financial/Credit Checks, and Educational Background checks for all Qmatic Corporation staff on boarded within the life of the project as defined by the Clerk and Records office. Background must be current and have been completed within 6 months from the contract date. Qmatic Corporation will be responsible to certify that there are no misdemeanors or felonies that preclude them from working within the Clerk and Records office. Qmatic Corporation is responsible to affirm that they have performed the background check via the attached form based on the required checks as determined by the Clerk and Records office.

d. Issues Tracking, Risk and Communication Plans

The creation and updating of these documents, which are part of the overall Project Plan, are the responsibility of Qmatic Corporation Project Manager and must be refined and approved in conjunction with the Clerk and Recorder's office Project Manager.

e. Update Project Strategy, Work Plan, and Resource Schedule

Within the first four (4) weeks of beginning work, Qmatic Corporation must refine the detailed CCRMS Project Strategy as well as the Work Plan and Resource Schedule using Microsoft Project (a portion of the Project Plan) submitted as a part of their Proposal. These documents must be refined and approved in conjunction with CCD project management, key stakeholders, key project participants, Qmatic Corporation before the project continues. This document must contain the following:

- A. A consolidated view of the work to be performed Qmatic will perform the requirements gathering including the following activities Definition
 1. Solution workshop conducted via remote teleconference
 2. Discussion on CFM best practices & requirements documented
 3. Collaboration between Qmatic and the City producing the Solution Configuration Document (SCD)
 4. The SCD is used to document the required solution configuration, any integration involved and outlines all expectations for the implementation
 5. Qmatic shall document the requirements of the Orchestra solution for sign off by the City
 6. Identify and agree to requirements of all software development activities
 7. Conduct initial training session for the City designated staff to help drive configuration discussion
 8. Review and document end user training strategy

- B. Solution Development
 - a. Qmatic Development will create Kiosk screens as defined by the City
 - b. Qmatic will assist with configuration of LDAP
 - c. Qmatic will assist in creation of the queues required.

- C. The implementation strategy
CCD considers the timing and quality of the Project Plan to be critical to the overall success of the Queuing System Project. In order to serve its intended purpose this document must clearly describe:
 - d. Project activities, task assignments, due dates and resources for both Qmatic Corporation and CCD employees.
 - e. Schematic drawing must build on the strategy and work plan included in Qmatic Corporation's Proposal and must reflect the fundamental strategy, approach, and roles and responsibilities outlined in the Proposal and refined during Contract negotiations.
 - f. The systems to be interfaced if applicable
 - g. Module usage by function
 - h. Implementation issues both generally and by section
 - i. A high level approach and plan for meeting key objectives and goals associated with the Project

- j. The activities of Qmatic Corporation and CCD personnel during the first four weeks of the project must be outlined in the Proposal so that a clear road map exists to guide the project during the project planning phase for all activities that need to occur before the Project Plan is finalized and deployed.
- k. The revised work plan must contain activities, due dates, and resource assignments for:
 - Updating the Project Plan
 - Installing and testing hardware and software
 - Conducting initial orientation and training
 - Any other activities that will be started prior to the end of the first four weeks

D. Solution Deployment

- a. Implementation of all modules , application and functionality onsite at the City's designated location
- b. Software permissions configured locally
- c. Existing hardware configured and tested to operate with Orchestra application

E. Status Meetings

Throughout the project, Qmatic Corporation's Project Manager and pertinent primary project staff must attend status meetings with the CCD Project Managers and other members of the Queuing System Project. The bi-weekly meetings must follow a pre-set agenda but must also allow Qmatic Corporation or CCD the option to discuss other issues that concern either party. Note that CCD management has the option of requiring weekly meetings if the situation warrants.

F. Status Reports

The CCD Project Managers will require status reports on a weekly basis and will reserve the option of requiring status reports during key periods of the project or if in his/her judgment circumstances warrant it. Qmatic Corporation must provide electronic status reports on the project, which are due to the CCD Project Manager at least 24 hours before each meeting. The status reports do not require a deliverable review cycle. Status reports must contain, at a minimum, descriptions of the following:

- a. Any issues encountered and their current disposition
- b. Whether deadlines were met
- c. Any issues that need to be addressed before proceeding to the next task(s)
- d. Anticipated tasks to be completed in the next week

- e. Tasks timely completed, tasks not timely completed, and tasks where delays are expected
- f. Updated project schedule
- g. Status of open issues
- h. Roadblocks

Qmatic Corporation's proposed format and level of detail for the status report will be subject to CCD approval.

G. Ad-hoc and Oversight Committee Meetings

Qmatic Corporation's Project Manager, or designee, must attend in person or via telephone and participate in all project-related meetings as requested. Qmatic Corporation may be required to prepare materials and make formal presentations at these meetings.

H. Change Management Plan

Qmatic Corporation must use a written Change Management Plan included in their proposal which establishes the Change Management roles and responsibilities, policies, guidelines, processes and procedures necessary for controlling and managing the changes, both technical and other, during the life of the queuing system. This documented plan will describe how changes are identified, defined, evaluated, approved, and tracked to completion.

I. Qmatic Corporation Deliverables

The Deliverables to be produced by Qmatic Corporation for the Project Management Task must include the following:

- a. Updated Project Strategy, Work Plan, and Resource Schedule
- b. Issues Tracking, Risk, and Communication Plans
- c. Change Management Plan

C. SYSTEMS ANALYSIS AND DESIGN:

Qmatic Corporation must perform a detailed review and analysis of the requirements and develop the detailed specifications required to implement the Queuing System. Qmatic Corporation must complete the following tasks:

A. Requirements Validation

Qmatic Corporation must assist CCD in validating and updating business requirements for the project. Preparation for this document must include the scheduling and conducting of requirements sessions with subject matter experts, administrators, and other appropriate personnel. These requirements sessions will be used to validate, update and revise requirements.

B. Site-Specific Code Retrofitting Approach

Qmatic Corporation must produce a Site-Specific Code Retrofitting Approach document which outlines the strategy and approach that will be used to eliminate any 're-work' of site-specific code when CCD upgrades to new releases of the application software. This document will need to adhere to the City's technology architecture. Qmatic Corporation will provide updates as features are introduced into the system which can be up to 4 per year as part of its annual support and maintenance.

C. Site-specific Program Designs If Applicable

Once site-specific code usage listed in the System Usage Analysis Document is approved, all site specific programming will be the responsibility of Qmatic Corporation unless assigned to CCD personnel as part of an approved knowledge transfer plan. Qmatic Corporation must produce functional and technical designs for review and approval for each of the site-specific programs required.

D. Custom Report Design

CCD-Clerk and Recorder staff will have capabilities to create additional reports without use of technical staff. More complex reporting must be available through our technical staff that will be responsible for creating and customizing additional reports, Qmatic Corporation must provide design services during the project as well as comprehensive training to CCD technical staff covering exploration of the applicable database structure and relationships.

E. Qmatic Corporation's Deliverables must include the following for sign off prior to implementation:

1. Requirements Validation and System Usage Document
2. Site-Specific Program Designs (including correspondence, reports, interfaces, and other custom programs or modifications)
3. Site-Specific Code Retrofitting Approach Document
4. Interface Design and Interface Plan
5. In depth architectural diagram and document

D. TECHNICAL SERVICES:

CCD requires Qmatic Corporation to participate heavily in the technical tasks associated with installing, configuring and tuning the hardware, software and database to ensure its readiness for production operations. The following Deliverables are required toward that end:

a. **Technical Environment Design**

Qmatic Corporation will work closely with the CCD technical staff to plan and design all technical environments needed on the project (including all project and production environments and related network configuration).

b. **Technical Environment Setup and Maintenance**

Qmatic Corporation must work closely with the CCD technical staff to setup and maintain all technical environments used during the course of the project (as required by the schedule included in the approved Project Plan). CCD resources will physically install the hardware and operating system using Qmatic Corporation's documentation and configuration options. Such environments will include:

1. Staging which includes development, test and training.
2. Production environment

This responsibility must include maintaining site-specific software source code and configuration via properly licensed version control tools acceptable to CCD. All environments must be identical in configuration, software version etc. Qmatic Corporation will be required to mirror CCD's environment with their own to insure integrity of upgrades, patches and system modifications.

c. **Performance Testing and System Tuning**

Qmatic Corporation will advise on best practices to conduct performance testing and system tuning for the fully configured and tested software prior to commencing live operations and at a preliminary point in the project sufficiently in advance of the implementation date to allow reasonable tuning. These tasks will be coordinated and performed with CCD system programmers, database administrators, and application development staff. CCD recognizes that performance testing and tuning activities may be necessary at several stages in the process. For example, tuning could take place after the software installation, prior to production migrations and during initial production. When modifications are made to the application software to meet CCD's unique requirements, Qmatic Corporation must review and make adjustments to ensure acceptable performance.

d. **Qmatic Corporation Deliverables:**

- A. Technical Environment Design
- B. Technical Environment Installation of Orchestra software
- C. Performance Testing and System Tuning

E. HARDWARE, SOFTWARE, SYSTEM DEVELOPMENT, CUSTOMIZATION, AND IMPLEMENTATION:

- All operating system software and utilities necessary for the operation of the servers
- All operating system, network, and communications software necessary for the workstations to access the servers and existing office automation software
- Performance monitoring and system management software necessary to monitor, tune, diagnose, and manage for system use
- All development hardware and software for the staging environment for test and development
- All requirements for storage if applicable.
- All licenses for fully functional operation (server, application, OS etc)
- CCD will review and approve Qmatic Corporation's recommendation for the hardware configuration. CCD may procure server systems recommended by Qmatic Corporation and approved by CCD from Qmatic Corporation at CCD's option. However, CCD may consider other procurement alternatives for both the hardware, software, storage and their respective maintenance. The City and County of Denver Technology Services Department would prefer the application to be delivered to a virtual server environment. CCD requires Qmatic Corporation's assistance with the installation and configuration of all of the Orchestra application software. CCD recognizes that the queuing system will require software related services, including but not limited to, site-specific modifications, automated interface programs and automated data conversion programs. CCD has identified specific tasks and deliverables associated with those activities.

a. **Hardware Installation**

TS personnel or contracted managed service provide will install the necessary hardware and operating systems. Qmatic Corporation will be responsible for configuring, and testing the servers, server peripherals, utilities, and system management software if the Clerk and Records office opts to purchase such hardware from Qmatic Corporation

1. Installation of Application Software

- A. Qmatic Corporation must install all required queuing system and third-party software and verify with CCD staff that all modules are present and installed; the system operates in a stable fashion, that the system can be accessed from CCD's network, and that the documentation is complete.
- B. Documentation must include:
1. RDBMS configuration parameters, database object
 2. definitions, and other tailoring requirements to support the application
 3. Application and system software configuration parameters definitions, hardware requirements, installation procedures, and operations instructions
 4. Operations backup and restore, and other operations functions. Qmatic Corporation Corp. will design the system to replicate the production server and provide for a backup of the production Serve.
 5. After completion of the initial software installation and configuration, Qmatic Corporation must verify, with City and County of Denver Staff , that all acquired modules are present and installed; that the system operates in a stable fashion and that the system can be accessed from CCD's network.
 6. Qmatic Corporation must also perform all setup, installation, and verification for all project environments including the staging (development, test, & training) and production environments if applicable.
 7. Qmatic Corporation will conduct walkthroughs and other sessions on system housekeeping, updates, and troubleshooting. If upgrades are required during the project, Qmatic Corporation will be responsible for coordinating with the CCD Project Manager and other managers for performing the upgrade.
 8. Prior to moving into production there must be a complete disaster recovery exercise that will depict a complete fail over to the Disaster recovery solution. Users will be required to test the operability of the application in its fail over state and sign off. A disaster recovery exercise must be scheduled and performed every six months as part of routine maintenance to ensure that the fail over meets acceptable standards defined in this document. Qmatic will provide on call support for the Orchestra application during such

exercises. Qmatic requests 30 days notice for the six month periodic testing exercise.

C. Pre-Populated “User Playground”(Staging Environment)

1. Qmatic Corporation must install a pre-populated set of application files complete with all needed options set and any data necessary for CCD users to become familiar with the system. This environment also will be used by Qmatic Corporation to conduct demos, education sessions, and walkthroughs of how RFP requirements have been met. It must be kept current by Qmatic Corporation as the project progresses and in alignment with what will be delivered in production.
2. Qmatic Corporation must provide CCD with all tools and utilities required to automatically refresh the environment after training sessions and to automatically maintain the environment and apply changes to the application system software and databases as future changes are implemented within the Production environment.

D. Configured Software

Qmatic Corporation team must work closely with CCD project management, team members, subject matter experts and technical personnel in meeting CCD process, workflow, and functional requirements via software configuration wherever it is feasible in terms of functional outcomes. Qmatic Corporation must demonstrate the configured software as required during the project so that CCD personnel may review and approve it. Approved configurations must be rigorously unit tested and documented as well. Qmatic Corporation must provide CCD with all use cases, test plans and results from preliminary tests conducted against the test environment for the installation. CCD will utilize this documentation to validate and test for completeness of the installation.

E. Qmatic Corporation Deliverables

1. Installed Software (having assisted CCD)
2. Configured Software and Site-Specific Programming)

F. TESTING:

All system components must be subjected to system testing performed by a test team composed of Qmatic Corporation and CCD staff. Qmatic Corporation will conduct unit, system and integration testing, and will facilitate and assist CCD with their system testing and acceptance testing responsibilities. The Contractor's system test team will function as system users during unit, system and integration testing and will evaluate all test outcomes. Qmatic Corporation's system test team must provide all error resolution and other technical support as required.

A. System Test Plans

Qmatic Corporation must facilitate and assist CCD with the preparation of system test plans that verify that:

- The new, configured, modified and unmodified software work in concert
- The system has been properly configured for use for CCD
- Reports work in accordance with CCD requirements
- All scripts or job streams run properly
- All interfaces function properly if applicable

This test plan must be comprehensive in scope and must be drafted in cooperation with CCD Project management, IT staff assigned to the project, and Clerk and Recorder subject matter experts.

B. Application System Testing

Qmatic Corporation will be responsible for conducting system tests in accordance with the approved system test plans. All system test results must be documented, exceptions analyzed and any critical software defects corrected. Qmatic Corporation must plan on leading selected CCD Project team members through the system test process so that CCD can verify completion of the test process. This test must be thorough enough to ensure that minimal software or configuration "bugs" are uncovered in the Acceptance Test (User Acceptance) which will follow. Minimal software and configuration bugs are defined as no significant defects that would delay the timely completion of the User Acceptance Test.

C. Acceptance Test Planning

Qmatic Corporation must prepare an Acceptance Test Plan based on CCD input, and which will be subject to CCD approval. The plan must include:

- Structuring of the test cycles
- Organizing the test tracking, outcome tracking, and exception follow-up procedures

The Acceptance Test Plan shall be built around CCD's most important business scenarios but will include comprehensive testing of the software to ensure that it conforms to marketed or promised functionality.

D. Acceptance Test Scripts

Qmatic Corporation must facilitate the preparation of the Acceptance Test Scripts, which will be primarily created by CCD. The Acceptance Test Scripts will include the following:

- Explanations of test scenario
- User actions
- Expected processing outcomes

Qmatic Corporation will provide training and consulting assistance to CCD team members so that they can create scripts and testing instructions based on test objectives and business scenarios identified in Acceptance Test Planning. They will also review scripts, identify script errors, and assist CCD in rectifying such script errors.

E. Acceptance Testing Assistance

CCD will assist in conducting user acceptance testing of the entire application. During acceptance testing Qmatic Corporation will mentor CCD staff on submitting offline jobs, performing backups and restoring databases as required. Qmatic Corporation must also provide assistance during such testing.

This assistance shall include:

- Analyzing and explaining outcomes
- Answering questions as they arise
- Making required changes to the software and documentation as required rectifying negative test outcomes (consistent with the approved design).

- Successful completion of these tests shall be required before the software can be approved for production use.

F. Qmatic Corporation Deliverables

- System Test Plan
- Application System Testing
- Acceptance Test Plan
- Acceptance Testing Assistance
- Back up and restoration of databases as required.

G. TRAINING AND KNOWLEDGE TRANSFER:

CCD staff requiring training will represent a wide cross-section of the employee population. They include system programmers, systems administrators, and user support staff, application development staff, operations support personnel, network technicians, and users ranging from office clerks to senior managers, CCD executives and contract personnel. The training solution must serve the needs of this diverse group and provide training appropriate for each constituency. A training schedule will be agreed upon during the initiation discussions and will be documented in the SCD document Qmatic personnel shall execute the training for all designated personnel during the mutually agreed upon training schedule.

- Qmatic is able to provide an exceptional training curriculum to accompany the installation of our Qmatic CFM solution.
- Qmatic recommends providing end users, managers, and administrators with some familiarization prior to installation so that all are comfortable with the Graphical User Interface (GUI) and system functions before using it. The layout and navigation fields, as well as nomenclature, are easy to learn, but pre-installation exposure—even a simple introduction—results in wide-spread benefit.
- During the mutually agreed upon project timeline, Qmatic will conduct onsite training for the designated users and management personnel. In addition, the Training Manager will train the designated solution super users that will be responsible for administrating the solution once Qmatic onsite personnel have left.

The City and County of Denver expects that Qmatic Corporation will provide classes for four categories of training that CCD deems essential to meet its goals:

A. Staff Training

Qmatic shall provide end administrator and management training to designated THE CITY personnel.

- Project Team training
- User Training to support implementation and ongoing needs
- Technical and operations personnel training to support implementation
- Deeper knowledge transfer to a core group of functional, administrative, programming, and other technical and operations personnel to support independent operations capability so they are versed on the application as contingency in the event Qmatic Corporation is unavailable for an extended period of time.

B. Project Team Training

Qmatic Corporation must provide training to the project team, approximately 3-5 people. In the first weeks of the Project, training must be provided using the installed baseline software. This training must cover:

- a. System architecture, navigation and functionality
- b. Qmatic Corporation's basic strategy for meeting CCD requirements
- c. Configurable components and system options
- d. Online and batch operations
- e. Security, system options available
- f. Application Data Model
- g. Other topics useful in orienting the project team to the software

Qmatic Corporation must also explain how the CCD project team members will have continued access to the "User Playground" environment to better understand system functionality and to try various business scenarios.

As the project strategy and plan become finalized, Qmatic Corporation must provide education sessions to project team members and key stakeholders on the approved strategy and plan. Key CCD executives and the CCD Project Managers will also participate in determining the path to be taken.

As the Project progresses, Qmatic Corporation must provide focused sessions with supporting materials on how CCD project responsibilities can be met. Such topics must include: developing desk level procedures, organizing for the cutover, managing current Clerk and Recorder operations during the cutover to the

new system, establishing procedures for providing user support, and other relevant topics helpful to project team members in planning, organizing, and executing their assigned project roles.

C. Training Plan

Qmatic Corporation must provide a detailed training plan for the analysis, design, implementation and evaluation of a comprehensive training program for the Clerk and Recording Software Implementation. The Qmatic Training Manager will develop a detailed training plan with key City personnel to fully prepare all levels of users to adopt and manage the new software and hardware.

The Training Plan, which is to be updated on a regular basis and delineate training goals and objectives, will serve all levels of the Project including the project team, system users, trainers and technical staff. The Training Plan will be based on comprehensive training needs assessment conducted by Qmatic Corporation and must also describe the types of training to be employed to meet identified needs. The plan must focus on the initial implementation of functionality to replace the existing systems, as well as immediate training for CCD users and must address the long-term training of personnel as the application takes on progressively more importance during the phased implementation.

D. Training Curriculum

Qmatic Corporation will identify and document the training curriculum that will be used to educate and train CCD staff in the technologies as required.

E. End User Training to Support Implementation

A train-the-trainer classroom approach will be pursued by Qmatic Corporation to assist CCD in training employees who will be using the product. The main goal will be the effective training of approximately 30 users in a compressed timeframe. As part of this effort Qmatic Corporation must provide:

- a. Classroom materials to support the classroom training effort. These materials may then be customized further by CCD personnel, with Qmatic Corporation's assistance, to include desk procedure content, organization context information, and comparisons with previous procedures. Property Info Corp must provide comprehensive user manuals and procedures in hardcopy and electronic formats.

- b. For explicit and comprehensive information, Qmatic will supply hard copies of System Administration and User Guides with additional copies available in soft copy as needed. Administration and User Guides are written in easy-to-understand English and include the following:
 - Introduction to the system
 - Detailed explanations of hardware (if applicable) and software components
 - Start-up, utilization, and end-of-day procedures
 - Trouble-shooting guidelines and maintenance instructions
 - System and component operation instructions
- c. Training for approximately 2-3 CCD trainer candidates in:
 1. Best practices on training for the proposed software
 2. The system functionality on which they will be performing training
 3. How to customize the training materials and set up specific reference data in the training environment
 4. A stable, tested training environment pre-loaded with representative converted reference and historical data that can become a starting point for creating training materials (including screen prints showing user actions and processing outcomes).
 5. Assistance to the CCD trainers as they customize training materials and enter required data to support their future training exercise
 6. Support to CCD trainers during training
 7. Back up, restore, and troubleshooting assistance in the training environment as materials are prepared and customized and as end user training proceeds

F. Technical and Operations Personnel Training

Qmatic Corporation must supply classes and substantial hands-on training to ensure that CCD personnel have the necessary skills to operate and maintain the system during the post implementation period in the event that Qmatic is unavailable to assist. It is assumed that Qmatic Corporation will perform all operations and system administrative functions with assistance as needed by the City and County of Denver's Technology Services department when live operations commence. Such training must include and overview of: systems operations including system startup, backup and recovery, nightly batch operations, running of ad-hoc, monthly, and annual jobs, and any other tasks necessary to operate the system. Training on any components of the operating environment that are new to CCD, as well as training for CCD

programming staff on the use of Qmatic Corporation's development tools if allowed.

Qmatic Corporation will not be required to furnish training for client operating systems, such as Windows XP; for commonly used PC-based office automation products, such as spreadsheet or word processing products; or network operating systems.

G. Knowledge Transfer Planning

Qmatic Corporation must work closely with the CCD Clerk and Recorder Project Manager, TS Project Manager and team members to document the knowledge transfer activities that will occur in each phase of the project, how they will occur, and the individuals responsible for each activity. As part of the plans produced, Qmatic Corporation will document the design, configuration, development, testing and other tasks and assignments that CCD personnel will perform to facilitate knowledge transfer.

The planning must explicitly include those activities necessary to prepare CCD project team members for their project and post-implementation roles. Qmatic must also include specifics on what role Qmatic will be responsible for post implementation.

H. Knowledge Transfer

While formal training will certainly form part of the overall mix of training services required to train CCD personnel, it will not fully satisfy them. A more complete knowledge transfer approach that supplements training with carefully selected hands-on experience during the Project is also required.

Qmatic Corporation must provide a knowledge transfer approach that will ensure CCD has a "critical mass" of knowledgeable user experts, system administrators, programmers and other technical personnel sufficient to operate and maintain basic operations of the system independently. While creative solutions are welcomed, a key requirement for success in this area will be the acquisition of skills via CCD participation in producing key functional and technical deliverables under the supervision and instruction of experienced Qmatic Corporation personnel.

CCD is asking for Qmatic Corporation support for a knowledge transfer approach covering all software products and/or modules. This approach is intended to serve the needs of a wide cross-section of the CCD employee population that includes the

following: system programmers, system administrators, user support staff, application development and configuration staff, operations support personnel, network technicians, end users and managers.

I. Training Materials

Qmatic Corporation must develop all training materials including training guides, speaker notes, syllabi, user materials and course curricula (including training objectives and outcomes). Qmatic Corporation must also work with assigned CCD staff to incorporate policy, procedure, and specific personnel roles into the materials. All training materials must be reviewed and approved by CCD prior to the start of the training. Qmatic Corporation must provide all electronic source documents and graphics used in the development and presentation of training.

J. Software Education Sessions

Qmatic Corporation must provide education sessions that describes:

- a. The software configuration
- b. Organization of software libraries
- c. System operation procedures for use during the Project
- d. System administration responsibilities, log on/log off procedures, workflow, and security
- e. Other topics necessary to educate CCD personnel on system housekeeping during the Project

K. User Support Strategy and Approach

The Clerk and Recorder will expect Qmatic Corporation to provide ongoing user support to answer operational problems and questions (system access, security profiles, program bugs, instruction in the use of the system, etc.). Qmatic Corporation must provide a plan that addresses the following:

- Qmatic Corporation assistance in providing user support during the post-implementation support period for a period of six months due to seasonal activity and load capacity.
- Production support for the life of the maintenance and support agreement.
- Staffing and organization
- Problem report tracking specific to Qmatic Corporations call center (CCD uses HEAT software to formally track problems)
- Staff training requirements
- User support incident tracking procedures and tools

- Evaluation of, response to, and escalation of reported incidents
- Assumption of full user support responsibility by the awarded Qmatic Corporation personnel at the end of the post-implementation support period

Qmatic Corporation as part of this statement of work have committed to meet the requirements above and will focus on a partnership with the Clerk and Recorder's office and dedicate the resources to ensure a smooth and seamless transition from the current manual processes to the proposed solution. The system is designed to be customizable to the City's specific workflows and environment. This flexibility allows the Clerk and Recorder's office to have input to create the desired solution and environment that will maximize resources and operational efficiencies. Qmatic Corporation expert team will provide insight and recommendations to continuously improve efficiencies.

Qmatic Corporation has provided a total and comprehensive solution inclusive of all pricing. Annual maintenance includes general changes, upgrades, mandatory and regulatory changes, new reports, ongoing training and user groups, etc. regardless of the module provided. Qmatic Corporation is dedicated to providing a total solution.

Qmatic Corporation will provide software product updates or upgrades which is part of the annual maintenance and support package. Any correcting upgrades are included in the agreed upon annual software and/or hardware maintenance and support pricing as well as any technical upgrades or enhancements.

L. Training Facilities

All of the training is expected to take place at the Wellington E Webb municipal building, 201 W. Colfax Ave., Denver, CO 80202. CCD will provide training facilities which Qmatic Corporation must use for conducting training for which it is directly responsible. CCD will rely on Qmatic Corporation to recommend the appropriate mode (e.g. classroom, one-on-one, auditorium) in which the training will be conducted. CCD has not yet determined the minimum or maximum number of users per session and would expect Qmatic Corporation to determine optimal session sizes.

M. Qmatic Corporation Deliverables

- a. Project Team Training
- b. Training Plan
- c. Training Curriculum
- d. Technical and Operation Personnel Training
- e. Training Materials

H. DOCUMENTATION:

Qmatic Corporation must develop and provide to CCD all system documentation at the time the system is presented for final acceptance. Qmatic Corporation must provide complete, well-written, and accurate technical, system, and user documentation. The documentation must be easy to follow, with each element, screen, and report fully documented. This documentation must be customized to reflect the windows, screens, element names, modified and configured functionality, and other distinguishing characteristics, and site-specific configuration applicable to CCD. All documentation must be available in both paper and electronic form (in a format acceptable to CCD). As part of this effort, Qmatic Corporation must explain and pursue appropriate options for providing parts or all of the documentation online. The documentation must be updated throughout the course of the Project. The documentation must include, at least, the following:

A. Security Administrators Guide

In order to delegate selected security maintenance tasks and responsibilities to a restricted number of employees in each division, a comprehensive security guide tailored to meet CCD objectives will be required. Qmatic Corporation must prepare a guide that combines general reference information with CCD-specific procedures to assist security administrators (if applicable) in performing their duties.

B. User Documentation

Qmatic Corporation must develop online user procedures, online help, and online policy documentation. In addition, Qmatic Corporation must develop a hard-copy guide for users that provides log-on and logoff procedures and basic access and navigation instructions.

C. Operations Documentation

Qmatic Corporation must develop complete operations documentation for all applicable operations around the application. The operations documentation must include overviews of the application, system

structure, major processing, required interfaces, report documentation and correspondence documentation. This includes any required periodic maintenance tasks. The operations documentation must also describe the overall batch or background process schedule, including dependencies, sequencing, and timing.

D. Technical Documentation

Qmatic Corporation must provide complete system documentation that documents the application software and its architecture (e.g. implementation view of the application architecture). This includes all programs, and executables, architecture of data fields etc. Qmatic Corporation must maintain this documentation to reflect changes made throughout the project.

E. Documentation of All Customization/Configuration Parameters

Qmatic Corporation must document all customization/ configuration parameters used at the City and County of Denver. The documentation must reference all parameters and note and explain where dependencies occur and where environmental conditions dictate specific usage and settings.

1. Documentation of All Supported Exit Points and Exposed Parameters for Site-Specific Programming Modifications if applicable

Qmatic Corporation must document all supported program exit points. The documentation to include the envisioned functionality of each exit point, any configuration values that may affect the operation of each exit point and the input and output data parameters or arguments available to site-specific programs invoked from each exit point.

2. Business Analysis Documentation with Fit Gap Strategy

The management and administration business analysis and/ or business flow and fit gap solutions will be complete by the Qmatic Corporation prior to pre design and installation of any final solution. This will be in the form of the SCD document

3. Service Level Agreement

Documentation created prior to implementation which defines what the responsibilities of the Qmatic Corporation and agreed

upon responsibilities of CCD staff post implementation through and ongoing Production in addition to the proposed maintenance agreement. The Service Level Agreement must include response times, severity levels and repair expectations.

4. Qmatic Corporation Deliverables

- F. Security Administrators Guide (and updates)
- G. User Documentation (and updates)
- H. Operations Documentation (and updates)
- I. Technical Documentation (and updates)
- J. Workflow Administration Guide (and updates)
- K. Service level agreement

I. SYSTEM IMPLEMENTATION:

CCD requires an extensive and carefully structured approach to the implementation of the Clerk and Recorders recording system. This includes the organization and execution of cutover activities necessary to transition operations to the new system. Qmatic Corporation must provide on-site support throughout the entire implementation period. More specifically, CCD requires the following Deliverables:

1. Implementation Plan

Qmatic Corporation must produce an implementation plan that lists and describes activities needed to implement the queuing software. The implementation plan must demonstrate to CCD how Qmatic Corporation will successfully implement the application not to impede normal day to day operations. The plan must detail the approach for coordinating the following:

- A. Final data conversion activities if applicable
- B. Technical preparation and system changeover activities
- C. Development of an implementation activities check list
- D. Staffing requirements, by role and responsibilities, for both Qmatic Corporation and CCD staff for all implementation activities
- E. Implementation schedule
- F. The process for developing a contingency plan for identifying, communicating, and resolving risks. This contingency plan will be developed during the Implementation Task.
- G. Activities required to effectively operate and maintain the recording system. In addition to the

activities, the plan must include, but not be limited to, staffing requirements by staff type, skill level, level of expected effort and the activities that must be performed by this staff.

- H. Qmatic Corporation must provide implementation assistance to CCD personnel assigned to this task. This will include the creation of implementation activity plans, implementation readiness checklists, and assistance to CCD users and managers who will perform tasks needed for successful implementation.

2. Implementation Readiness

Qmatic Corporation must provide an Implementation Readiness Letter that certifies that the recording software is ready for implementation. The Readiness letter must confirm:

- A. All staff have completed staff and management training
- B. User Acceptance Signoff has been obtained from the stakeholders
- C. All queues have been developed appropriately
- D. All site preparation requirements have been met
- E. User Support is established
- F. All user and system supports are in place

3. Implementation Report

Qmatic Corporation, upon approval of the CCD Project Manager, must implement the recording software solution in accordance with Qmatic Corporation's approved implementation plan. The Qmatic Corporation must produce an Implementation Report detailing all implementation activities and certifying that the system is operational and meets performance requirements.

4. Production Turnover

Once the system has been approved, in writing, as ready for production, Qmatic Corporation must work with CCD to perform a production turnover procedure. Among other things, this procedure requires that Qmatic Corporation turn

over all system components in a systematic fashion into the production environment. Qmatic Corporation must ensure that the source code, compiled modules (where required), job streams, other components of the production environment, and all documentation are ready and organized for the production turnover. CCD will then ensure all compiled extension programs have corresponding source code and ensure that all programs are present. CCD will also ensure that all components and modules of the production environment can be operated online or run to completion as appropriate, and that all modules, job streams (or scripts) are properly documented according to agreed upon standards.

5. Qmatic Corporation Deliverables

- Implementation Plan
- Implementation Report
- Implementation Readiness Letter
- Production Turnover/Commencement of Stable, Live Operations

J. POST IMPLEMENTATION SUPPORT:

If not already included in Qmatic Corporation's standard support model, Qmatic Corporation must provide post implementation support for a period of six months. This post implementation support must be provided by skilled Qmatic Corporation personnel who has/have become familiar with CCD over the course of the implementation effort. Post implementation support may include but is not limited to a bi-weekly status and performance check, review of bugs and related fixes, and an assessment of issues raised by staff.

1. Qmatic Corporation Deliverables

- Post-Implementation Support
- Post –Implementation Support to be handled by Qmatic Corporation's Help Desk.

K. QMATIC Architecture

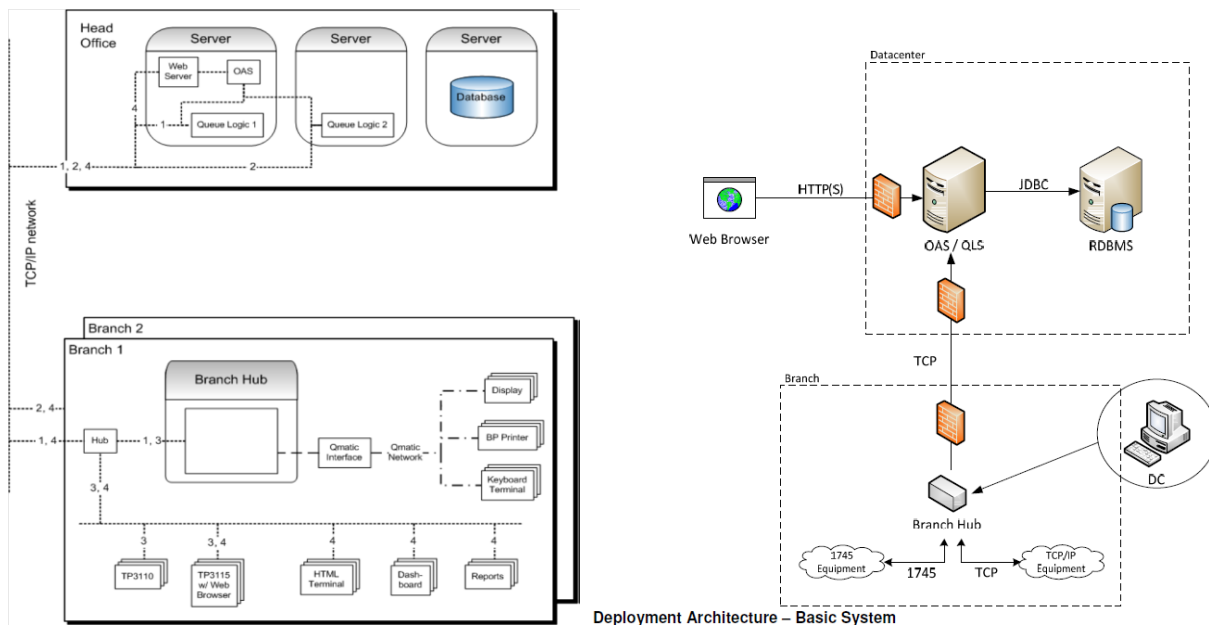
- A. The QMatic supports **High availability and Failover** via Microsoft Clustering to support High Availability Requirements:
- Double servers required
 - Primary active

- Clustering detects heartbeat
- Upon missing heartbeat (failover) secondary server becomes the active server Scalability

Scalability

Adding branches, modules, services, queues and users is a “SuperAdmin” account function

- The additional capacity is controlled by licenses which may be upgraded at any time
- 100% web-based and centralized – true enterprise – Orchestra
- Adding users/branches/capacity of any kind is via license
- Current largest user has 600 installations/sites
 - 5,000 users and processes more than 180,000 customers per day
- Adding more sites or users is simply a matter of updating the license and, if necessary adding hardware (Qmatic or third party)



B. Third party plug-ins required

- Reports have a single click function that allows export to Excel (xls), Adobe Reader (PDF) and Comma Separated Values(CSV) file formats.
- These are the only plug-ins required

C. Qmatic supports multiple concurrent users through concurrent licensing

- The maximum number of users is the maximum concurrent licenses, regardless of which modules/ roles they use

(Note that there is no difference or price difference for a user within the system (i.e. Administrator/ Manager role is the same user fee as a counter user)

- When a user logs out, there “slot” is relinquished back to the system and any other user may claim that “slot”

D. Qmatic recommends the following for Disaster Recovery for the entire system)

- High Availability mitigates the risk for DR
- Virtual Machines should have regular backups and snapshots stored off-site
- Full backup of Orchestra Databases should be performed daily and taken off-site
- Qmatic hardware can be replaced rapidly – not more than one business day in most cases

E. Hardware & software requirements

Software

- VMWare & Microsoft Virtualization supported
- Windows Server 2003/2008
- Active Directory for LDAP (2003/2008)
- MS SQL 2005, 2008, or 2008R2 (While not required access to SQL Management Tools helps facilitate SQL administration)
- Oracle 10g or 11g
- Webserver is embedded within Orchestra and is a custom jboss version supported by Qmatic

Workstation side only needs Internet Explorer 7 or > / Firefox 3

Hardware

Agnostic to hardware for application, SAN & dB servers

- 2 x 2.0GHz CPU cores
- 6GB RAM
- 100GB disk space (excluding O/S)
- RAID 1 disk configuration (for redundancy)
- Windows Server 2003 / 2008 (virtual servers supported) recommended
- Microsoft SQL Server 2005 Express / 2008 Express or Oracle 10g XE / 11g XE
- 64 bit recommended – 32 bit supported

F. Mobile devices supported

- iPad and Motorola Xoom both tested with standard browsers
- Qmatic has an smart app but would anticipate that the City would want to included CFM information in their own app

G. Server, virtualization workstation hardware

Server Side

- 2 x 2.0GHz CPU cores
- 6GB RAM
- 100GB disk space (excluding O/S)
- RAID 1 disk configuration (for redundancy)
- Windows Server 2003 / 2008 (virtual servers supported) recommended
- Microsoft SQL Server 2005 Express / 2008 Express or Oracle 10g XE / 11g XE
- 64 bit recommended – 32 bit supported

Workstation

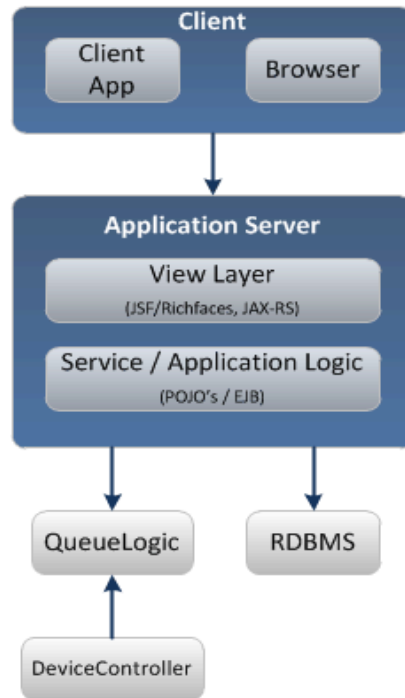
- There are no workstation hardware requirements other than the presence of a web browser
- Only needs a browser IE 7 or later / Firefox 3 or greater

H. Total number of VMs/Databases/Replicated instances required to support production and test instances of the solution

Non HA Solution	HA
<ul style="list-style-type: none"> • Number of VM servers required = 1 • Number of SQL/Oracle instances = 1 • Recommend one test environment set up for configuration, testing, and future upgrade testing 	<ul style="list-style-type: none"> • Number of VM servers required = 2 • SAN storage for cluster data and shared data • Number of SQL/Oracle instances = 1 (assumes City’s existing DB farm is leveraged) • Recommend one test environments

- I. The following methods and tools can be used if data is required to be imported or exported.
- From within Orchestra it is possible to export the configuration and to import it into another Orchestra (test environment/ support for example)
 - Reports may be exported to xls, PDF and csv files
 - Access to the cB can be used for external tools such as Crystal Reports

J. The following depicts the system data flow using a diagram of all process



K. The following describe any network requirements (wireless, firewall, VPN, etc)

- There are no specific requirement for the LAN / WAN
- Orchestra will function within any LAN/ WAN
- Orchestra will function normally via wireless access points or via a VPN tunnel Ports used:
 - a. 80
 - b. LDAP 389
 - c. 9119-912

L. Network bandwidth minimum requirement

- With the projected transaction rate: 3KB/second

M. Recommended network security configuration

- SSL supported if there will be personal information such as SSN to encrypt data
- See also Qmatic_Application_Server_Platform_Security_Guide_1_0

N. Security, authentication & authorization:

a. User authentication & authorization process

- Login and password protected

- LDAP authentication
- Module access by role for access to functionality

b. Administrator's authentication and authorization process

- Built in superadmin (used mainly for system setup by qmatic personnel available to network administrator)
- Built in systemadmin for setup and management of system

c. Integration protocols & services for authentication & authorization

- Successful integration with AD infrastructures over port 389 or Secure LDAP port for password authentication

O. Integration & Interoperability: Describe and show what service API's are exposed (web services, native API's etc)

- Qmatic utilizes the following technologies to enable integration with the application server platform:
 - RESTful web services
 - HTTP Push
 - Java Connector Factory
 - Database
- RESTful Web Services
- The application server platform exposes all Web Service endpoints as REST resources.
- RESTful systems expose resources using a URI, and clients access these resources using the four HTTP verbs (GET, POST, PUT, and DELETE).
- For more information on REST see http://en.wikipedia.org/wiki/Representational_State_Transfer
- Qmatic views REST as the interface mechanism of choice for the future.
- Resources are central to REST. A resource is a source of information that can be addressed using a URI.
- The application server platform exposes the following REST resources:
 - /touch (Touch Screen Connector)
 - /reception (Reception Connector)
 - /workstation (Workstation Connector)
 - /digital Signage (Digital Signage Connector)
 - /appointment (Appointment Connector)
 - /matchmaker (Matchmaker Connector)
- The following information details services or APIs are exposed by the solution and how the service or API can be used by the City
 - Web services in the form of Connectors may be used to replicate functionality of Orchestra so that for example workstations could call customers from City software rather than Orchestra.
 - Connectors allow functions from Calendars, workstation integration, reception functionality to name a few

- j. The following describes monitoring devices, software are required/used.
 - a. Orchestra logs can be used to monitor and diagnose potential problems
 - b. Windows Server monitoring tools
 - c. Jconsole - may also be used but not required
 - d. TCPMonitor - may also be used but not required
 - e. Qmatic uses the following automated monitoring or alerts for application and interfaces.
 - 1. Windows System Monitor can be utilized to send alerts when processor, memory, disk, and network utilization has breached thresholds. The City may have more robust monitoring tools in place that can monitor Windows server health.
 - 2. Future versions will also monitor the health of Qmatic hardware – currently not available

- k. Performance: the following describes the requirements and shows baseline metrics that exists.

Qmatic performs load testing to ensure sub second page response times on the client side of the application. Most of our load testing follows a similar metric as shown below.

The tests were performed using the following scenario:

• Branches	100	• Counters branch	9	• Max waiting customers	9000
• Users/branch	10	• Total counters	900	• Average waiting time	00:50:00
• Total users	1,000	• Max concurrent counters	900 (100%)	• Marks/transaction	1
• Max concurrent users	900	• Peak calls/hour counter	12	• Peak marks/hour	10,800
• Printers branch	(90%)	• Average calls/hour/counter	10,800	• Average marks/hour	8,100
• Total printers	1	• Peak calls/hour	8,100 (75%)	• Average marks/hour	68,400
• Peak arrivals/hour/printer	100	• Average calls/hour	68,400	• Marks/day	1
• Peak arrivals/hour	108	• Total calls/day	10		
• Average arrivals/hour	10,800				
• Total arrivals/day	8,100				
	64,800				

- Due to the size of the implementation, reporting and search functions will have little to no impact on performance.

- l. Qmatic the following reporting capabilities for the solution:
 - Orchestra contains its own integrated reporting engine report design is done in iReports (freeware)
 - Access to the reporting database is available for use with Crystal Reports, SQL queries or the like should the City wish to use these tools
 - all reports may be single-click exported to xls/PDF/csv files
 - There is no import functionality
 - Qmatic Orchestra is designed with customer flow reporting in mind.

The following reports are available:

 - Waiting times by hours/days/weeks/months/years
 - Transaction times by hours/days/weeks/months/years

- Employee productivity by hours/days/weeks/months/years
- Matter (transaction) Codes by hours/days/weeks/months/years
- Queue and Services broken out on any report
- Full selection of branch/office/date/time/user etc (all choices in selection menus)
- Summary reports
- All standard report pertain to the queuing functions and performance
- All staff usage is reported with regard to staff performance in the customer flow work – work is generally not captured for non queuing related efforts – although it could be
- While data on administrative changes etc are stored there are no standard reports at this time

m. The following describes the upgrade process for Qmatic.

- Orchestra has an export configuration capability along with an import configuration to facilitate migration
- Custom SQL scripts will be provided to migrate the historical data

n. Software components in Orchestra (most are in the OAS):

Counter. Reception	Management
Customer Management	Svstem Configuration
Staff & User Management	Touch Screens
Auto Reports	Dashboard
Statistical Reports	Statistical Analvsis
Web Services and Event Interface	Web server
Database	QueueLogic
Device Controller	Ticket Editor
Matchmaker	Surface Explorer
Customer Journev	Appointment

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EXHIBIT B

Payment Plan	
Phase 1	Clerk and Recorder
Server-Optional-Pay upfront	\$7,352.83
Requirements, Configuration/ Orchestra Setup	\$5,002.15
CCD installation -application and database	\$5,002.15
Testing/ Training	\$5,002.15
Go Live	\$5,002.15
Total Phase 1	\$20,008.59
Phase 2	Elections
Requirements, Configuration/ Orchestra Setup	\$5,740.01
CCD installation -application and database	\$5,740.01
Testing/ Training	\$5,740.01
Go Live	\$5,740.01
Total Phase 2	\$22,960.05
Total Project	\$50,321.47

QTY	GP Part #	DESCRIPTION	LIST	PER UNIT	Clerk Dept	Election Dept	PRICE
ORCHESTRA SOFTWARE							
2	10115001	Orchestra Capacity License	\$4,800.00	\$3,360.00	\$3,360.00	\$3,360.00	\$6,720.00
2	10115014	Orchestra Analysis Function (Included)	\$1,200.00	\$0.00			\$0.00
2	10115010	Orchestra Dashboard Function	\$1,200.00	\$900.00	\$900.00	\$900.00	\$1,800.00
2	10115015	Orchestra Digital Media Function	\$1,600.00	\$1,200.00	\$1200.00	\$1200.00	\$2,400.00
2	10115016	Orchestra Touch screen Connector	\$1,600.00	\$1,200.00	\$1200.00	\$1200.00	\$2,400.00
2	10115017	Orchestra Reception Connector	\$200.00	\$150.00	\$150.00	\$150.00	\$300.00
30	10115000	Orchestra User License	\$460.00	\$345.00	\$4,830.00	\$5,520.00	\$10,350.00
INTERFACE							

1	99900524	Orchestra Branch Hub with 1745 Interface	\$2,520.00	\$1,500.00	\$750.00	\$750.00	\$1,500.00
HARDWARE							
1	112012	Qmatic Satellite Connection Box	\$165.00	\$99.00		\$99.00	\$99.00
1	117030	Qmatic Choral Automatic Announcer	\$1,580.00	\$950.00		\$950.00	\$950.00
6	99900257	Drop Ceiling Speaker Assembly (includes ceiling tile surround)	\$40.00	\$40.00		\$240.00	\$240.00
1	99900200	Voice Amplifier	\$170.00	\$170.00		\$170.00	\$170.00
1	HW9024	Hardware, Signage and Cabling	\$600.00	\$600.00		\$600.00	\$600.00
1	100987	Qmatic Power Supply PS2.5A	\$110.00	\$93.50		\$93.50	\$93.50
1	99900394	UPS Battery Backup	\$110.00	\$110.00		\$110.00	\$110.00
1	213066	Cinematic 1 Media Playerremoved	\$1,950.00	\$1,170.00	\$585.00	\$585.00	\$1,170.00
1	99900549	Audio/Video Connection Hardware for Cinematic TV Option	\$120.00	\$102.00	\$51.00	\$51.00	\$102.00
SERVICES & LITERATURE							
4	CS9037	Programming and Development Services - Hourly	\$175.00	\$175.00	\$350.00	\$350.00	\$700.00
1	PM1002	Project Management	\$825.00	\$825.00	\$412.50	\$412.50	\$825.00
1	CS9069	Orchestra or MP Server Configuration	\$950.00	\$950.00	\$475.00	\$475.00	\$950.00
1	TR9085	Startup Training	\$1,000.00	\$900.00	\$450.00	\$450.00	\$900.00
1	TRN8-O	Orchestra Training (1 day on site)	\$1,999.00	\$1,999.00	\$1,000.00	\$999.00	\$1,999.00
19	IN9090	Installation	\$125.00	\$125.00	\$1,187.50	\$1,187.50	\$2,375.00
1	TR9090	Travel and Expenses1264.47		\$1,264.47	\$632.24	\$632.20	\$1,264.47
1	SH9090	Shipping & Handling (UPS Ground)		\$251.40	\$125.70	\$125.70	\$251.40
LANGUAGE SERVICES							
1	LG0001	English (included with voice unit at no charge)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MAINTENANCE							

1	HW-MAINT	Q-MATIC Hardware Maintenance - (6% of Hardware List Price, months 1-6 included, charges for months 7-12)		\$411.30			\$411.30
1	SW-MAINT	Q-MATIC Annual Software Maintenance Program - Starts Day One		\$4,288.00			\$4,288.00
SOFTWARE							
					\$11,640.00	\$12,330.00	\$23,970.00
Hardware							
					\$1,386.00	\$3,648.50	\$5,034.50
Services							
					\$4,632.94	\$4,631.90	\$9,264.84
Maintenance							
					\$2,349.65	\$2,349.65	\$4,699.30
Total Core Product					\$20,008.59	\$22,960.05	\$42,968.64
OPTIONAL Server Purchase							
1 (optional)	99900357	MS SQL Standard Edition	\$2,270.00	\$2,270.00	\$1,135.00	\$1,135.00	\$2,270.00
COMPUTER HARDWARE							
1 (optional)	99900217	17" Flat Panel Monitor	\$150.00	\$150.00	\$75.00	\$75.00	\$150.00
1 (optional)	99900130	Report Printer (Inkjet)	\$150.00	\$150.00	\$75.00	\$75.00	\$150.00
1 (optional)	99900340	Server Type B	\$3,930.00	\$3,930.00	\$1,965.00	\$1,965.00	\$3,930.00
MAINTENANCE							
1	HW-MAINT-Server	6% of Hardware List Price, months 1-6 included, charges for months 7-12)		\$260.40	\$130.20	\$130.20	\$260.40
1	SW-MAINT-Server	SQL Annual Software Maintenance Program - Starts Day One		\$592.40	\$296.20	\$296.20	\$592.40
							\$7,352.80
SOFTWARE SUBTOTAL					\$1135.00	\$1135.00	\$2270.00
HARDWARE SUBTOTAL					\$2115.00	\$2115.00	\$4230.00

\$9,264.50							
SERVICES SUBTOTAL \$9,264.87							
MAINTENANCE SUBTOTAL \$5,552.10					\$426.40	\$426.40	\$852.80
Total Optional Server					\$3676.40	\$3676.40	\$7352.80
GRAND TOTAL					\$23,684.99	\$26,636.45	\$50,321.44

EXHIBIT C Vendor Quote

Q-MATIC
Q-MATIC Corporation
400 Commerce Ave., Building 1100, Suite 100

Organization: City and County of Denver Clerk & Recorder	Date	February 4, 2013
Name: JD Whiteman	: Expires	March 6, 2013
Address: 201 West Colfax Ave	On:	Pam Laux
City/State/Zip: Denver, CO 80202	Rep:	(770) 817-4310
Phone: 720-913-8100	Phone:	(770) 817-4594
Phone: 720-913-8101	:	pam.laux@qmatic.com
Fax: james.whiteman@denvergov.org	Fax:	
Email:	Email:	PSLGP-023-20121004-V4-


RE: Qmatic's Orchestra an enterprise thin client, web based system to be installed on City and County of Denver server and data base, with two locations, Clerk & Recorder with 12 stations/counters, and Elections with 14 stations. Orchestra will interface with Zivelo kiosk providing customers with multiple services choices (queues) at check in. Staff members will be notified of the waiting customers. Version 2 eliminates Orchestra Cinematic as the interface with existing large screen TVs. Qmatic Choral, an automatic voice system, will inform customers of the next ticket being served and at what station. Qmatic will provide installation of Qmatic hardware and software and training. THIS SPREADSHEET IS FOR FINANCIAL PLANNING ONLY AND DOESN'T REFLECT ACTUAL COSTS OF ITEMS DIVIDED BETWEEN THE TWO DEPARTMENTS.

QTY	GP Part #	DESCRIP	LIST	PER UNIT	Clerk Dept	Election Dept	PRIC
SOFTWARE							
1	99900357	MS SQL Standard Edition	\$2,270.00	\$2,270.00	\$1,135.00	\$1,135.00	\$2,270.00
ORCHESTRA SOFTWARE							
2	10115001	Orchestra Capacity License	\$4,800.00	\$3,360.00	\$3,360.00	\$3,360.00	\$6,720.00
2	10115014	Orchestra Analysis Function (Included)	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00
2	10115010	Orchestra Dashboard Function	\$1,200.00	\$900.00	\$900.00	\$900.00	\$1,800.00
2	10115015	Orchestra Digital Media Function	\$1,600.00	\$1,200.00	\$1,200.00	\$1,200.00	\$2,400.00
2	10115016	Orchestra Touch screen Connector	\$1,600.00	\$1,200.00	\$1,200.00	\$1,200.00	\$2,400.00
2	10115017	Orchestra Reception Connector	\$200.00	\$150.00	\$150.00	\$150.00	\$300.00
30	10115000	Orchestra User License	\$460.00	\$345.00	\$4,830.00	\$5,520.00	\$10,350.00
INTERFACE							
1	99900524	Orchestra Branch Hub with 1745 Interface	\$2,520.00	\$1,500.00	\$750.00	\$750.00	\$1,500.00
COMPUTER HARDWARE							
1	99900217	17" Flat Panel Monitor	\$150.00	\$150.00	\$75.00	\$75.00	\$150.00
1	99900130	Report Printer (Inkjet)	\$150.00	\$150.00	\$75.00	\$75.00	\$150.00
1	99900340	Server Type B	\$3,930.00	\$3,930.00	\$1,965.00	\$1,965.00	\$3,930.00
HARDWARE							
1	112012	Qmatic Satellite Connection Box	\$165.00	\$99.00		\$99.00	\$99.00
1	117030	Qmatic Choral Automatic Announcer	\$1,580.00	\$950.00		\$950.00	\$950.00
6	99900257	Drop Ceiling Speaker Assembly (includes ceiling tile surround)	\$40.00	\$40.00		\$240.00	\$240.00
1	99900200	Voice Amplifier	\$170.00	\$170.00		\$170.00	\$170.00
1	HW9024	Hardware, Signage and Cabling	\$600.00	\$600.00		\$600.00	\$600.00
1	100987	Qmatic Power Supply PS2.5A	\$110.00	\$93.50		\$93.50	\$93.50
1	99900394	UPS Battery Backup	\$110.00	\$110.00		\$110.00	\$110.00
1	213066	Cinematic 1 Media Playerremoved	\$1,950.00	\$1,170.00	\$585.00	\$585.00	\$1,170.00
1	99900549	Audio/Video Connection Hardware for Cinematic TV Option	\$120.00	\$102.00	\$51.00	\$51.00	\$102.00
SERVICES & LITERATURE							
4	CS9037	Programming and Development Services - Hourly	\$175.00	\$175.00	\$350.00	\$350.00	\$700.00
1	PM1002	Project Management	\$825.00	\$825.00	\$412.50	\$412.50	\$825.00
1	CS9069	Orchestra or MP Server Configuration	\$950.00	\$950.00	\$475.00	\$475.00	\$950.00
1	TR9085	Startup Training	\$1,000.00	\$900.00	\$450.00	\$450.00	\$900.00
1	TRN8-O	Orchestra Training (1 day on site)	\$1,999.00	\$1,999.00	\$1,000.00	\$999.00	\$1,999.00
19	IN9090	Installation	\$125.00	\$125.00	\$1,187.00	\$1,188.00	\$2,375.00
1	TR9090	Travel and Expenses1264.47		\$1,264.47	\$632.24	\$632.23	\$1,264.47
1	SH9090	Shipping & Handling (UPS Ground)		\$251.40	\$125.70	\$125.70	\$251.40
LANGUAGE SERVICES							
1	LG0001	English (included with voice unit at no charge)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MAINTENANCE							
1	HW-MAINT	Q-MATIC Hardware Maintenance - (6% of Hardware List Price, months 1-6 included,		\$671.70	\$335.85	\$335.85	\$671.70
1	SW-MAINT	Q-MATIC Annual Software Maintenance Program - Starts Day One		\$4,880.40	\$2,440.20	\$2,440.20	\$4,880.40
SOFTWARE SUBTOTAL							\$26,240.00

HARDWARE SUBTOTAL			\$9,264.50
SERVICES SUBTOTAL			\$9,264.87
MAINTENANCE SUBTOTAL			\$5,552.10
GRAND TOTAL	\$23,684.49	\$26,636.98	\$50,321.47

EXHIBIT D

Catalogue of Services

 Q-MATIC Corporation 2400 Commerce Ave., Building 1100, Suite 100 Duluth, GA 30096					
ver. 27.4					
Organization: CITY OF DENVER				Date: February 25, 2013	
QTY	GP Part #	DESCRIPTION	LIST	PER UNIT	P
SOFTWARE					
	110600	Q-Win Software	\$2,804.88	\$2,499.15	\$0.00
	110600-11	Q-Win Software Qty >10	\$2,560.98	\$2,281.83	\$0.00
	110640	Q-Win Database Statistics Option	\$3,292.68	\$2,933.78	\$0.00
	110645	Q-Win API Server Option	\$1,536.59	\$1,369.10	\$0.00
	110646	Q-Win Advanced Script Option	\$2,271.95	\$2,024.31	\$0.00
	110649	Q-Win Custom Layout Option	\$570.73	\$508.52	\$0.00
	110648	Q-Win Distributed Management Option	\$2,842.68	\$2,532.83	\$0.00
	110643	Q-Win Mail Option	\$548.78	\$488.96	\$0.00
	110644	Q-Win Pager Option	\$482.45	\$429.86	\$0.00
	110642	Q-Win Internal Voice Option	\$681.82	\$607.50	\$0.00
	110612	Q-Win Software Upgrade to Current Version	\$1,790.00	\$1,594.89	\$0.00
	110647	Q-Win Ticketless Option	\$1,600.00	\$1,600.00	\$0.00
	99900357	MS SQL Standard Edition	\$2,270.00	\$2,270.00	\$0.00
CLIENT SOFTWARE					
	110660	Q-Win Client License	\$317.07	\$282.51	\$0.00
	110660-26	Q-Win Client LicenseQTY > 25	\$280.49	\$249.92	\$0.00
	110667	Q-Win API Client License (Q-Win API Server Option Required)	\$362.20	\$322.72	\$0.00
	110660D	External Media Interface	\$380.00	\$380.00	\$0.00
	110667F	Qmatic Touch Windows Client Software License	\$362.20	\$322.72	\$0.00
	110660C	Qmatic TouchWeb Software License	\$362.20	\$322.72	\$0.00
	QTS3000	Qmatic Monitor Administrator Software	\$1,097.56	\$977.92	\$0.00
	QTS3100	Qmatic Monitor Administrator Multi-Branch Software	\$4,039.02	\$3,598.77	\$0.00
	99900355	Qmatic Monitor Player Software License	\$4,740.00	\$4,223.34	\$0.00
	110673	Qmatic Monitor Additional Player	\$2,348.78	\$2,092.76	\$0.00
	110676C	Qmatic Monitor Player Software Upgrade to Current Version	\$1,250.00	\$1,250.00	\$0.00
	110675	Option for Qmatic Monitor - TV Input	\$1,119.51	\$997.48	\$0.00
	110674	Option for Qmatic Monitor - Targeted Media	\$2,524.39	\$2,249.24	\$0.00
	QRS2175	Internet Wait Time SDK	\$2,260.00	\$2,034.00	\$0.00
	QMC1000	TP Printer Touchscreen Software	\$1,000.00	\$990.00	\$0.00
	QMC1010	Qmatic Kiosk Touchscreen Software	\$2,330.00	\$2,306.70	\$0.00
	QMC2010	Magnetic Stripe Reader Software - VAMC VIC Card	\$2,500.00	\$2,475.00	\$0.00
	QMC2020	Barcode Reader Software - DOD CAC Card	\$1,500.00	\$1,485.00	\$0.00
	110665	Qmatic Web Terminal Software License	\$600.00	\$594.00	\$0.00
Q-MATIC SUITE SOFTWARE					
	110711	Qmatic Suite Branch License	\$634.15	\$565.03	\$0.00
	110711-11	Qmatic Suite Branch LicenseQty >10	\$585.37	\$521.57	\$0.00
	110716	Qmatic Suite Calendar Module	\$5,243.90	\$4,672.32	\$0.00
	110715	Qmatic Suite Customer History Module	\$5,674.39	\$5,055.89	\$0.00
	110721	Qmatic Suite LDAP Module	\$5,674.39	\$5,055.89	\$0.00
	110723	Qmatic Suite Web Services Module	\$5,674.39	\$5,055.89	\$0.00
	110724	Qmatic Suite Questionnaire Module	\$5,950.00	\$5,890.50	\$0.00
	110712	Qmatic Suite Front Office/Back Office User License	\$317.07	\$282.51	\$0.00
	110712-25	Qmatic Suite Front Office/Back Office User LicenseQTY > 25	\$280.49	\$249.92	\$0.00
	110717	Qmatic Suite Calendar User License	\$537.15	\$478.60	\$0.00
Q-MATIC MANAGEMENT PORTAL SOFTWARE					
	110403	Qmatic Management Portal Branch License	\$750.00	\$668.25	\$0.00
	110400	Qmatic Management Portal Reports Module	\$600.00	\$534.60	\$0.00
	110401	Option - Q-MATIC Management Portal™ Analyze Module	\$5,360.00	\$4,775.76	\$0.00
	110404	Option - Q-MATIC Management Portal™ Executive Dashboard Module	\$2,980.00	\$2,564.10	\$0.00
	110402	Qmatic Management Portal User License	\$450.00	\$400.95	\$0.00
ORCHESTRA SOFTWARE					
	10115001	Orchestra Capacity License	\$4,800.00	\$4,224.00	\$0.00
	10115010	Orchestra Dashboard Function	\$1,200.00	\$1,056.00	\$0.00
	10115011	Orchestra Matchmaker Function	\$1,600.00	\$1,408.00	\$0.00
	10115012	Orchestra Calendar Function	\$1,067.00	\$938.96	\$0.00
	10115014	Orchestra Analysis Function	\$1,200.00	\$1,056.00	\$0.00
	10115015	Orchestra Digital Media Function	\$1,600.00	\$1,408.00	\$0.00
	10115013	Orchestra Calendar Connector	\$1,010.00	\$888.80	\$0.00
	10115016	Orchestra Touch screen Connector	\$1,600.00	\$1,408.00	\$0.00
	10115017	Orchestra Reception Connector	\$200.00	\$176.00	\$0.00
	10115018	Orchestra Workstation Connector	\$200.00	\$176.00	\$0.00
	10115019	Orchestra Digital Signage Connector	\$1,000.00	\$880.00	\$0.00
	10115020	Orchestra SMS	\$402.00	\$353.76	\$0.00
	10115021	Orchestra Customer Journey	\$810.00	\$712.80	\$0.00
	1011QMC	Orchestra Basic Screen Layout Software - Qmatic TP31xx Printer	\$1,000.00	\$880.00	\$0.00
	1012QMC	Orchestra Basic Screen Layout Software - Qmatic Kiosk Touchscreen	\$2,300.00	\$2,024.00	\$0.00
	10115000	Orchestra User License	\$460.00	\$404.80	\$0.00
ENSEMBLE VIRTUA					
	10115101	Ensemble Virtua Base License	\$6,918.00	\$6,087.40	\$0.00
	10115110	Ensemble Virtua Dashboard	\$1,200.00	\$1,056.00	\$0.00
	10115111	Ensemble Virtua Matchmaker	\$3,200.00	\$2,816.00	\$0.00
	10115012	Ensemble Calendar Function	\$3,200.00	\$3,115.20	\$0.00
	10115114	Ensemble Virtua Analysis	\$2,400.00	\$2,112.00	\$0.00

Quote Form 27.4 US CITY OF DENVER Contract Pricing.xls

**Q-MATIC Corporation****2400 Commerce Ave., Building 1100, Suite 100
Duluth, GA 30096**

ver. 27.4

Organization:		CITY OF DENVER	Date:		February 25, 2013
QTY	GP Part #	DESCRIPTION	LIST	PER UNIT	PRICE
	10115115	Ensemble Virtua Digital Signage	\$3,200.00	\$2,816.00	\$0.00
	10115113	Ensemble Virtua Calendar Connector	\$2,124.00	\$1,869.12	\$0.00
	10115116	Ensemble Virtua Touch screen Connector	\$1,600.00	\$1,408.00	\$0.00
	10115117	Ensemble Virtua Reception Connector	\$400.00	\$352.00	\$0.00
	10115118	Ensemble Virtua Workstation Connector	\$400.00	\$352.00	\$0.00
	10115119	Ensemble Virtua Digital Signage Connector	\$2,000.00	\$1,760.00	\$0.00
	10115120	Ensemble Virtua SMS	\$400.00	\$352.00	\$0.00
	10115121	Ensemble Virtua Customer Journey	\$1,700.00	\$1,496.00	\$0.00
	1021QMC	Ensemble Basic Screen Layout Software - Qmatic TP31xx Printer	\$1,000.00	\$880.00	\$0.00
	1022QMC	Ensemble Basic Screen Layout Software - Qmatic Kiosk Touchscreen	\$2,300.00	\$2,024.00	\$0.00
	10115100	Ensemble Virtua User License	\$470.00	\$413.60	\$0.00
Q SOFTWARE					
	110801	Solo Virtua Base License	\$2,284.00	\$2,009.92	\$0.00
	110802	Solo Virtua User License	\$161.00	\$140.80	\$0.00
	110803	Solo Virtua Capacity License (2-5)	\$1,603.00	\$1,410.64	\$0.00
	110804	Solo Virtua Capacity License (> 5)	\$1,603.00	\$1,410.64	\$0.00
	110810	Solo Virtua Additional Printers License	\$1,202.00	\$1,057.76	\$0.00
	110811	Solo Virtua Statistics License	\$1,603.00	\$1,410.64	\$0.00
	110812	Solo Virtua Digital Signage License	\$1,603.00	\$1,410.64	\$0.00
	110814	Solo Virtua Voice License	\$401.00	\$352.88	\$0.00
	110831	Duet Virtua Base License	\$4,008.00	\$3,527.04	\$0.00
	110832	Duet Virtua User License	\$161.00	\$141.68	\$0.00
	110834	Duet Virtua Capacity License (>5)	\$1,603.00	\$1,410.64	\$0.00
	110840	Duet Virtua Additional Printers License	\$1,202.00	\$1,057.76	\$0.00
	110841	Duet Virtua Statistics License	\$1,603.00	\$1,410.64	\$0.00
	110842	Duet Virtua Digital Signage License	\$1,603.00	\$1,410.64	\$0.00
	110844	Duet Virtua Voice License	\$401.00	\$352.88	\$0.00
INTERFACE					
	110204	Q-Win Serial Hardware Interface for QS	\$765.00	\$504.90	\$0.00
	99900524	Orchestra Branch Hub with 1745 Interface	\$2,520.00	\$1,663.20	\$0.00
	214150	Orchestra Branch Hub	\$2,520.00	\$1,663.20	\$0.00
	112080	Branch Hub 1745 interface	\$710.00	\$468.60	\$0.00
	10214151	Branch Hub Basic	\$2,278.00	\$1,504.80	\$0.00
COMPUTER HARDWARE					
	99900233	System Computer (Complete with Printer and Monitor)	\$1,220.00	\$1,220.00	\$0.00
	99900126	PC for Branch Controller or Media Player (CPU Only)	\$880.00	\$880.00	\$0.00
	99900217	17" Flat Panel Monitor	\$150.00	\$150.00	\$0.00
	99900311	Wall Bracket for Flat Panel Monitor	\$50.00	\$50.00	\$0.00
	99900130	Report Printer (Inkjet)	\$150.00	\$150.00	\$0.00
	99900256	TV Card for Qmatic Monitor Player PC	\$120.00	\$120.00	\$0.00
	99900203	2-Port KVM Switch for Dual PC's	\$50.00	\$50.00	\$0.00
	99900301	4-Port KVM Switch for Multiple PC's	\$80.00	\$80.00	\$0.00
	99900339	Server Type A	\$1,130.00	\$1,130.00	\$0.00
	99900340	Server Type B	\$3,930.00	\$3,930.00	\$0.00
	99900341	Server Type C	\$5,780.00	\$5,780.00	\$0.00
	99900342	Server Type D	\$7,570.00	\$7,570.00	\$0.00
	NS9090	PowerEdge R420 (225-2987)	\$7,642.50	\$7,642.50	\$0.00
	NS9090	PowerEdge R520 (225-2980)	\$8,230.82	\$8,230.82	\$0.00
KIOSKS					
	214108	Qmatic Vision Touchscreen Kiosk	\$8,325.00	\$5,494.50	\$0.00
	214192	Qmatic Vision Barcode Reader Kit	\$1,730.00	\$1,617.55	\$0.00
	99900530	Card Swipe Reader for Vision Kiosk	\$200.00	\$194.00	\$0.00
	214251	Qmatic Vision Floor Pedestal	\$1,125.00	\$742.50	\$0.00
	214201	Qmatic Vision Table/Wall Stand	\$810.00	\$534.60	\$0.00
	214301	Qmatic Vision Ceiling Connection Kit	\$1,060.00	\$991.10	\$0.00
	214107	Qmatic Duet-Vision with Solo	\$12,650.60	\$11,000.00	\$0.00
	4107323	Vision Signboard Frosted Glass	\$120.00	\$108.24	\$0.00
	214180	Qmatic Vision Lighting Kit	\$375.00	\$375.00	\$0.00
TP TICKET PRINTERS					
	213042	TP Button Printer	\$2,000.00	\$1,320.00	\$0.00
	213052	TP Touch	\$5,250.00	\$3,465.00	\$0.00
	14110401C	Qmatic TP31xx Single Button Faceplate	\$130.00	\$121.55	\$0.00
	11340110	Qmatic TP31xx Card Reader	\$720.00	\$475.20	\$0.00
	213204	Qmatic TP Ticket Printer Table Stand	\$149.50	\$139.81	\$0.00
	213205	Qmatic TP Ticket Printer Wall Bracket	\$184.00	\$172.04	\$0.00
	213210	Qmatic TP Ticket Printer Floor Pedestal 3311	\$920.00	\$860.20	\$0.00
	99900330	Qmatic Signboard Assembly for TP Ticket Printer Floor Pedestal	\$720.00	\$673.20	\$0.00
	213220	Qmatic Extension Pedestal P3311 TP31XX	\$726.00	\$480.04	\$0.00
	900085	TP Thermal Tickets (24 rolls @ 2,000 tickets per roll)	\$437.00	\$393.30	\$0.00
		RESERVED FOR NEW ITEM	\$0.00	\$0.00	\$0.00
		RESERVED FOR NEW ITEM	\$0.00	\$0.00	\$0.00
DISPLAYS					

Quote Form 27.4 US CITY OF DENVER Contract Pricing.xls

**Q-MATIC Corporation****2400 Commerce Ave., Building 1100, Suite 100
Duluth, GA 30096**

ver. 27.4

Organization:		CITY OF DENVER	Date:		February 25, 2013
QTY	GP Part #	DESCRIPTION	LIST	PER UNIT	PRICE
	340541	D972A Matrix Display (Red, Green, Amber)	\$2,145.00	\$1,415.70	\$0.00
	340541-26	D972A Matrix Display (Red, Green, Amber) QTY > 25	\$1,800.00	\$1,188.00	\$0.00
	340501	D972R Matrix Display (Red)	\$1,440.00	\$950.40	\$0.00
	340501-26	D972R Matrix Display (Red) QTY > 25	\$1,200.00	\$792.00	\$0.00
	340441	D948A Matrix Display (Red, Green, Amber)	\$1,455.00	\$960.30	\$0.00
	340441-26	D948A Matrix Display (Red, Green, Amber) QTY > 25	\$1,230.00	\$811.80	\$0.00
	340401	D948R Matrix Display (Red)	\$975.00	\$643.50	\$0.00
	340401-26	D948R Matrix Display (Red) QTY > 25	\$825.00	\$544.50	\$0.00
	340341	D924A Matrix Display (Red, Green, Amber)	\$765.00	\$504.90	\$0.00
	340341-26	D924A Matrix Display (Red, Green, Amber) QTY > 25	\$660.00	\$435.60	\$0.00
	340301	D924R Matrix Display (Red)	\$555.00	\$366.30	\$0.00
	340301-26	D924R Matrix Display (Red) QTY > 25	\$480.00	\$316.80	\$0.00
	370301	D917R Matrix Display (Red)	\$435.00	\$287.10	\$0.00
	370301-26	D917R Matrix Display (Red) QTY > 25	\$375.00	\$247.50	\$0.00
	370401	D911R Matrix Display (Red)	\$375.00	\$247.50	\$0.00
	370401-26	D911R Matrix Display (Red) QTY > 25	\$330.00	\$217.80	\$0.00
		RESERVED FOR NEW ITEM	\$0.00	\$0.00	\$0.00
		RESERVED FOR NEW ITEM	\$0.00	\$0.00	\$0.00
WORKSTATION TERMINALS					
	320105	Qmatic KT2595 Workstation Terminal (33 Buttons)	\$333.33	\$220.00	\$0.00
	320107	Qmatic KT2695 Workstation Terminal (5 Buttons)	\$360.00	\$336.60	\$0.00
	212101	Qmatic Wireless System with 3 Terminals	\$660.00	\$617.10	\$0.00
	320203	Qmatic Wireless Terminal	\$160.00	\$154.28	\$0.00
	99900129	Direct Wire NEXT Button	\$30.00	\$30.00	\$0.00
	320150	Qmatic Expressia Feedback Unit	\$240.00	\$240.00	\$0.00
HARDWARE					
	112012	Qmatic Satellite Connection Box	\$165.00	\$108.90	\$0.00
	112014	Qmatic Main Connection Box	\$180.00	\$118.80	\$0.00
	112018	Qmatic Power Connection Box	\$150.00	\$99.00	\$0.00
	112008A	Qmatic Signal Amplifier	\$210.00	\$138.60	\$0.00
	100395	Chime	\$75.00	\$49.50	\$0.00
	117030	Qmatic Choral Automatic Announcer	\$1,580.00	\$1,042.80	\$0.00
	99900133	Ceiling Mount Speaker	\$30.00	\$30.00	\$0.00
	99900210	Wall Mount Speaker	\$40.00	\$40.00	\$0.00
	99900257	Drop Ceiling Speaker Assembly (includes ceiling tile surround)	\$40.00	\$40.00	\$0.00
	99900200	Voice Amplifier	\$170.00	\$170.00	\$0.00
	10190022	Voice Amplifier 240 VAC	\$182.50	\$182.50	\$0.00
	112043	Qmatic Multi-Interface I/O * 8 channels	\$315.00	\$207.90	\$0.00
	112044	Qmatic Multi-Interface I/O * 8 channels + RF-Module	\$435.00	\$287.10	\$0.00
	HW9024	Hardware, Signage and Cabling	\$600.00	\$600.00	\$0.00
	HW9024L	Hardware, Signage and Cabling Lite	\$300.00	\$300.00	\$0.00
	100932	Qmatic Power Supply PS5A	\$210.00	\$196.35	\$0.00
	100987	Qmatic Power Supply PS2.5A	\$110.00	\$102.85	\$0.00
	99900394	UPS Battery Backup	\$110.00	\$117.37	\$0.00
	99900541	UPS Battery Backup 220V	\$170.00	\$187.00	\$0.00
	99900507	Weighted Base for Qmatic Vision Floor Pedestal or P3311 Ticket Printer Pedestal	\$150.00	\$148.50	\$0.00
	10213068	Qmatic Solo Linear Controller	\$3,450.00	\$3,225.75	\$0.00
	112042	Qmatic RS-232 Interface for Card Reader or Scanner	\$645.00	\$425.70	\$0.00
	213066	Cinematic 1 Media Player	\$1,950.00	\$1,281.50	\$0.00
	99900269	Keyspan High Speed Serial Adapter	\$50.00	\$50.00	\$0.00
	99900549	Audio/Video Connection Hardware for Cinematic TV Option	\$120.00	\$100.00	\$0.00
	99900546	Cat5e Cable - 300' Box	\$165.00	\$165.00	\$0.00
	211110	MyQmatic USB Module	\$189.00	\$124.30	\$0.00
	99900013	4-Port Ethernet Switch	\$80.00	\$77.60	\$0.00
	99900534	48-Port Network Switch	\$800.00	\$800.00	\$0.00
SCANNER HARDWARE & ACCESSORIES					
	112042	Qmatic RS-232 Interface for Card Reader or Scanner	\$645.00	\$425.70	\$0.00
	99900214	1D Barcode Reader (serial, with stand)	\$270.00	\$261.90	\$0.00
	99900187	2D Barcode Reader (serial, with stand)	\$580.00	\$562.60	\$0.00
	99900215	2D Barcode Reader w/Active Scan (serial, with stand)	\$560.00	\$543.20	\$0.00
	99900241	CR9059 Magnetic Card Reader	\$190.00	\$184.30	\$0.00
TELEVISION HARDWARE & ACCESSORIES (Manufacturer's Warranty)					
	99900320	19" Flat Screen TV (w/o bracket)	\$340.00	\$340.00	\$0.00
	99900318	32" Flat Screen TV (w/o bracket)	\$480.00	\$480.00	\$0.00
	99900522	32" Flat Screen TV with DVI and Speakers (w/o bracket)	\$740.00	\$740.00	\$0.00
	99900423	42" Flat Screen TV (w/o bracket)	\$790.00	\$790.00	\$0.00
	99900521	42" Flat Screen TV with DVI and Speakers (w/o bracket)	\$1,100.00	\$1,100.00	\$0.00
	99900501	47" Flat Screen TV (w/o bracket)	\$1,192.00	\$1,192.00	\$0.00
	99900429	55" Flat Screen TV (w/o bracket)	\$1,680.00	\$1,680.00	\$0.00
	99900259	Wall Bracket for 32" Flat Screen TV	\$60.00	\$60.00	\$0.00
	99900428	Tilting Wall Mount Bracket for 42" TV	\$70.00	\$70.00	\$0.00
	TM1011	Ceiling Bracket for Flat Screen TV (requires extension pole)	\$420.00	\$420.00	\$0.00
	99900335	2' Extension Pole for TM1011 Ceiling Bracket	\$40.00	\$40.00	\$0.00

Quote Form 27.4 US CITY OF DENVER Contract Pricing.xls

**Q-MATIC Corporation****2400 Commerce Ave., Building 1100, Suite 100
Duluth, GA 30096**

ver. 27.4

Organization:		CITY OF DENVER			Date:	February 25, 2013
QTY	GP Part #	DESCRIPTION	LIST	PER UNIT	P	
	99900336	3' Extension Pole for TM1011 Ceiling Bracket	\$50.00	\$50.00	\$0.00	
	99900337	4' Extension Pole for TM1011 Ceiling Bracket	\$100.00	\$100.00	\$0.00	
	99900415	Audio / VGA Video over Cat5 – 4 Port Transmitter	\$270.00	\$270.00	\$0.00	
	99900416	Audio / VGA Video over Cat5 – Receiver	\$240.00	\$240.00	\$0.00	
	99900517	Audio / VGA Video over Cat5 – 8 Port Transmitter	\$330.00	\$330.00	\$0.00	
	99900538	HDMI over Cat5 – 4-Port Transmitter	\$330.00	\$330.00	\$0.00	
	99900539	HDMI over Cat5 Receiver/Extender	\$260.00	\$260.00	\$0.00	
		RESERVED FOR NEW ITEM	\$0.00	\$0.00	\$0.00	
		RESERVED FOR NEW ITEM	\$0.00	\$0.00	\$0.00	
SERVICES						
	CS9025	Non Warranty Tech support - Hourly - Normal Business Hours	\$175.00	\$175.00	\$0.00	
	CS9026	Non Warranty Tech support - Hourly - After Hours	\$225.00	\$225.00	\$0.00	
	SWC001	Software Configuration Hourly	\$150.00	\$150.00	\$0.00	
	CS9037	Programming and Development Services - Hourly	\$175.00	\$175.00	\$0.00	
	PM1001	Project Management Services - Hourly	\$150.00	\$150.00	\$0.00	
	PM1002	Project Management	\$825.00	\$825.00	\$0.00	
	SA1001	Systems Analyst Services - Hourly	\$150.00	\$150.00	\$0.00	
	CS9068	Software Configuration QWIN / Solo	\$750.00	\$750.00	\$0.00	
	CS9069	Orchestra or MP Server Configuration	\$950.00	\$950.00	\$0.00	
	CS9070	Stand Up Server Charge	\$1,000.00	\$1,000.00	\$0.00	
	SCV001	System Configuration Visit	\$1,999.00	\$1,999.00	\$0.00	
	TR9085	Startup Training	\$825.00	\$825.00	\$0.00	
	TR9086	Startup Training Hourly	\$187.50	\$187.50	\$0.00	
	TRN1W	1 Hour Web Training	\$275.00	\$275.00	\$0.00	
	TRN2W	2 Hour Web Training	\$375.00	\$375.00	\$0.00	
	TRN8T	Training (1 day on site)	\$1,999.00	\$1,999.00	\$0.00	
	TRN9	Training (2 days on site)	\$3,199.00	\$3,199.00	\$0.00	
	TRN16	Additional Day On-Site Training (Same Trip Requires TRN8T or TRN9)	\$1,199.00	\$1,199.00	\$0.00	

	IN9090	Installation	\$125.00	\$125.00	\$0.00
	TR9090	Travel and Expenses		\$0.00	\$0.00
	SH9090	Shipping & Handling (UPS Ground)		\$13.00	\$0.00
LANGUAGE SERVICES					
	LG0001	English (included with voice unit at no charge)	\$0.00	\$0.00	\$0.00
	LG0002	Spanish	\$1,040.00	\$1,029.60	\$0.00
	LG0003	Vietnamese	\$1,040.00	\$1,029.60	\$0.00
	LG0005	Farsi	\$1,040.00	\$1,029.60	\$0.00
	LG0006	Cambodian	\$1,040.00	\$1,029.60	\$0.00
	LG0007	Cantonese	\$1,040.00	\$1,029.60	\$0.00
	LG0008	French	\$1,040.00	\$1,029.60	\$0.00
	LG0009	German	\$1,040.00	\$1,029.60	\$0.00
	LG0010	Portuguese	\$1,040.00	\$1,029.60	\$0.00
	LG0011	Macedonia	\$1,040.00	\$1,029.60	\$0.00
	LG0012	Mandarin	\$1,040.00	\$1,029.60	\$0.00
	LG0013	Indonesian	\$1,040.00	\$1,029.60	\$0.00
	LG0014	Turkish	\$1,040.00	\$1,029.60	\$0.00
	LG1000	Studio Recording of Language Set	\$3,200.00	\$3,168.00	\$0.00
	LG1001	Text Translation Service Hourly	\$160.00	\$144.00	\$0.00
SOFTWARE SUBTOTAL					\$0.00
HARDWARE SUBTOTAL					\$0.00
SERVICES SUBTOTAL					\$0.00
MAINTENANCE SUBTOTAL					\$0.00
GRAND TOTAL					\$0.00

Quote Form 27.4 US CITY OF DENVER Contract Pricing.xls



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2013

PRODUCER Automatic Data Processing Insurance Agency, Inc 1 ADP Boulevard Roseland, NJ 07068	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Q-Matic Corp 2400 Commerce Ave Ste 100 Duluth, GA 30096	INSURER A: The Hartford	00914
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
			GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$	
			AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
			EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				AUTO ONLY - EA ACCIDENT	\$	
							OTHER THAN AUTO ONLY: EA ACC	\$	
							AGG	\$	
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	76WBGpz7493	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER	
A							E.L. EACH ACCIDENT	\$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
			OTHER						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

CITY AND COUNTY OF DENVER 201 WEST COLFAX AVE., DEPT. 304, 11TH FLOOR Denver, CO 80202-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Contract Control Number: CLERK-201310119-00

Contractor Name: Q-MATIC Corporation


IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of April 04, 2013.

SEAL



CITY AND COUNTY OF DENVER

ATTEST:



Juan Guzman, Deputy Clerk &
Recorder

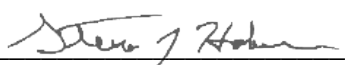
By 

Michael B Hancock, Mayor

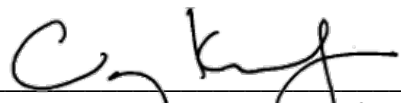
APPROVED AS TO FORM:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

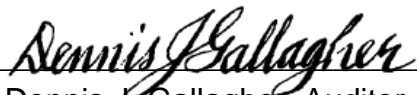
REGISTERED AND COUNTERSIGNED:

By 

Steven J. Hahn, Assistant City
Attorney

By 

Cary Kennedy, Manager of
Revenue/Chief Financial Officer

By 

Dennis J. Gallagher, Auditor



Contract Control Number: CLERK-201310119-00

Contractor Name: Q-MATIC Corporation

By:  _____

Name: THOMAS SAZEYKO
(please print)

Title: PRESIDENT AND CEO
(please print)

ATTEST: [if required]

By:  _____

Name: MATTHEW O DEBACCHIA
(please print)

Title: CEO
(please print)

