

SOFTWARE MAINTENANCE AGREEMENT (“AGREEMENT”)

THIS AGREEMENT, Contract Number 201419206-00, made and entered into as of the date set forth on the signature page, below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), Party of the First Part, and **CGI TECHNOLOGIES AND SOLUTIONS INC.**, a Delaware corporation authorized to do business in the state of Colorado, (the "Consultant"), Party of the Second Part;

WITNESSETH

WHEREAS, the City owns, operates and maintains Denver International Airport, ("DIA," or the "Airport"); and

WHEREAS, the Consultant is engaged in providing maintenance and support services for Advantage-Accounting software and Brass-Budgeting software and has expertise in this area; and

WHEREAS, the City desires to have Consultant continue to provide said maintenance services and Consultant is qualified and ready, willing and able to perform the services as set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. LINE OF AUTHORITY: The City's Manager of Aviation, his designee or successor in function (the "Manager of Aviation" or the "Manager") authorizes all work performed under this Agreement. The Manager hereby delegates his authority over the work described herein to the Airport's CIO / Information Technologies, (the "CIO"), as the Manager's authorized representative for the purpose of administering, coordinating and approving work performed by the Consultant under this Agreement. The CIO's authorized representative for day-to-day administration of the Consultant's services under this Agreement is the Project Manager. The Consultant shall submit its reports, memoranda, correspondence and submittals to the Project Manager. The Manager and the CIO may rescind or amend any such designation of representatives or delegation of authority, and the CIO may from time to time designate a different individual to act as Project Manager, upon notice to the Consultant.

2. PROFESSIONAL SERVICES:

A. The Consultant will furnish all of the technical, administrative, professional and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to provide the maintenance and support services described in the attached **Exhibit A**, "Scope of Work" which is incorporated herein by reference.

B. The Consultant shall perform the services designated under this Agreement in a workmanlike manner consistent with industry standards applicable to the performance of the services designated hereunder in this Agreement.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

3. SOFTWARE TO BE SUPPORTED UNDER THIS AGREEMENT: As more fully set forth herein and on the attached **Exhibit A**, Consultant shall provide software maintenance and support for the software described in the attached **Exhibit B**.

4. COMPENSATION AND PAYMENT:

A. Fee: The City hereby agrees to pay the Consultant, and the Consultant agrees to accept as its sole compensation for its complete services rendered and costs incurred for the term described in Section 5 under this Agreement an amount not to exceed the Maximum Contract Liability set forth in Section 6, below.

B. Reimbursable Expenses: The Consultant may be reimbursed, at cost, for its reasonable expenses necessarily incurred in connection with its services rendered hereunder. The Consultant shall obtain prior written approval of its proposed reimbursable expenses from the CIO. Costs approved by the CIO or the CIO's designee shall be eligible for reimbursement as follows:

Travel costs for non-local staff in connection with services performed under this Agreement shall be reimbursed as follows:

- (1) All reimbursable travel shall have received prior written approval of the CIO or the CIO's designee.
- (2) Vehicle rental costs will be allowed only if it can be demonstrated that such rental costs afforded the most economical travel method available, taking into consideration the element of time. Use of such vehicle for personal travel shall not be included.
- (3) No reimbursement shall be approved for air fare costs greater than the most economical rate available to the traveler at the time of his or her trip. Hourly billing rates for the traveler shall not be billed for any period of time for which the trip was extended for personal convenience.
- (4) Meals for travelers shall be submitted for City review and approval.
- (5) Sleeping accommodation costs shall be submitted for City review and approval.

- (6) Personal expenses such as personal telephone expenses and nonbusiness entertainment shall not be included.

Any cost not listed as a Reimbursable Expense shall be presumed to be included in the Consultant's fee.

C. **Invoices:** Annual payments for maintenance services shall be made to the Consultant in advance based upon City-audited and approved invoices submitted by the Consultant, which invoices will be based on the pricing set forth in this Section.

- (1) All invoices submitted for payment shall include the following items.
 - a. A brief status report which describes the services performed during the period covered by the invoice.
 - b. Adequate documentation to support all invoices shall be submitted, including documentation for reimbursable expenses of any kind, where applicable.
 - c. the signature of a duly authorized officer of the Consultant, certifying that the pay request has been examined and has been found to be correct.
- (2) The cost of preparing and submitting invoices shall not be billed.
- (3) The City shall process all invoices for payment received from the Consultant on a timely basis in accordance with the City's Prompt Payment Ordinance, Section 20-107, *et seq.* of Denver's Revised Municipal Code. The Consultant agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance.
- (4) The City reserves the right to require such additional documentation as it deems appropriate to support the monthly statements of Consultant. Any questions regarding the eligibility of an expense not specifically described in this Agreement must be resolved in writing by the Manager prior to the incurring of such expense by the Consultant.
- (5) The City reserves the right to reject and not pay any invoice or part thereof where the Manager reasonably determines that the amount invoiced to date exceeds the amount which should be paid, based upon her determination of the work which has been completed. The City, however, shall pay any undisputed items contained in the invoice.

(6) All fees and expenses are to be paid to Consultant in United States Dollars, by wire transfer of funds to an account designated by Consultant or by check sent to CGI at 1503 Collections Center Drive, Chicago, IL 60693.

5. **TERM:** The term of this Agreement shall commence on February 1, 2015 and shall terminate on January 31, 2018, unless earlier terminated in accordance with the Agreement. At the City's option, the City may elect to amend the agreement to extend the term of the Agreement for an additional two (2) consecutive annual Maintenance Periods thereafter.

6. **MAXIMUM CONTRACT LIABILITY:** Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of the sum of Nine Hundred Forty-Eight Thousand, Four Hundred Twenty Dollars and No Cents (\$948,420.00), unless this Agreement is amended to increase such amount.

7. **CONTRACT FUNDING:**

All payments under this Agreement shall be paid from the City and County of Denver Airport System Operations and Maintenance Fund or Capital Fund and from no other fund or source. The City is under no obligation to make payments from any other source.

The City is under no obligation to make any future encumbrances or appropriations for this Agreement nor is the city under any obligation to amend this Agreement to increase the Maximum Contract Liability stated above.

8. **COORDINATION AND LIAISON:** The Consultant 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 CIO with any City agency, or any person or firm under contract with the City doing work which affects the Consultant's work.

9. **CITY REVIEW OF PROCEDURES:** The Consultant agrees that, upon request of the CIO, at any time during the term of the Agreement or three years thereafter, it will make full disclosure to the City of the means, methods, and procedures used in performance of services hereunder.

10. **INDEMNIFICATION:** The Consultant hereby agrees to release, indemnify and hold harmless the City, its officers, agents and employees from and against any and all loss of or damage to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and hold harmless the City, its officers, agents and employees, from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the acts or omissions caused by Contractor's negligence, either in the

performance of work under this Agreement, or the occupancy of City-owned property or other property upon which work is performed under this Agreement, and including acts and omissions Caused by the negligence of Consultant's officers, employees, representatives, suppliers, invitees, contractors and agents: provided, however, that the Consultant need not defend, indemnify or hold harmless the City, its officers, agents and employees from liability or damages resulting from, or arising out of, directory or indirectly, acts or omissions caused by the negligence of the City's officers, agents and employees. The Consultant's obligations set out in this paragraph shall survive the termination of this Agreement. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

11. INSURANCE:

A. The Consultant shall obtain and keep in force during the entire term of this Agreement, insurance policies as described in the City's form of insurance certificate issued with the Request for Proposals for this contract. A copy of the certificate is attached to this Agreement as **Exhibit C** and incorporated herein. The certificate specifies the minimum insurance requirements the Consultant and any subconsultants must satisfy in order to perform work under this Agreement. The original of such certificate shall be executed before a notary by the authorized party as specified on the certificate.

B. Upon execution of this Agreement, the Consultant shall submit to the City a fully completed and executed original of the insurance certificate form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage. In addition to the completed and executed certificate, the Consultant shall submit a copy of a letter from each company issuing a policy identified on the certificate, confirming the authority of the broker or agent to bind the issuing company.

C. The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

D. The Consultant shall comply with all conditions and requirements set forth in the insurance certificate for each required coverage during all periods in which coverage is in effect.

E. Unless specifically excepted in writing by the City's Risk Management Administrator, the Consultant shall include all subconsultants performing services hereunder as insureds under each required policy or shall furnish a separate certificate (on the form certificate provided), with authorization letter(s) and receipts of payment of premium, for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements set forth in the form certificate and the Consultant shall insure that each subconsultant complies with

all of the coverage requirements.

F. The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials and employees.

12. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Consultant 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.

13. ASSIGNMENT: The Consultant covenants and agrees that it will not assign or transfer its rights hereunder without first obtaining the written consent of the City's Manager of Aviation thereto. Any attempt by the Consultant 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 the Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of said Manager.

14. INSPECTION OF RECORDS:

A. In connection with any consulting services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Improvement Act of 1982, as amended, the City and County of Denver, the Federal Aviation Administration, the Comptroller General of the United States and any other duly authorized representatives shall have the right to examine any books, documents, papers and records of the consultants which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

B. The City and the Auditor of the City or any of his duly authorized representatives, until the expiration of three years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant which are related to work performed under this Agreement without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program. Any such examination of the Consultant's records at Consultant's facilities will occur in accordance with Consultant's facility rules communicated to the party requiring access. The party requesting the audit shall provide reasonable advance written notice of such audit to Consultant.

15. INFORMATION FURNISHED BY CITY: The City will furnish to the Consultant available information concerning DIA and any such other matters that may be necessary or useful in connection with the work to be performed by the Consultant under this Contract. The Consultant shall be responsible for the verification of information provided by the City to the Consultant.

16. FEDERAL PROVISIONS: This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Airport. The provisions of the attached Appendices 1 and 3 are incorporated herein by reference.

17. STATUS OF CONSULTANT AS INDEPENDENT CONTRACTOR: It is understood and agreed by and between the parties hereto that the status of the Consultant shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1.E.(x) of the Charter of the City, and it is not intended nor shall it be construed that the Consultant, its employees or subcontractors are employees or officers of the City under Chapter 18 of the Revised Municipal Code or for any purpose whatsoever.

18. TERMINATION:

A. The City has the right to terminate this Agreement without cause, on thirty (30) days written notice to the Consultant, and with cause (i) on ten (10) days written notice to the Consultant if Consultant is or becomes insolvent or a party to any bankruptcy proceeding or any similar action affecting the affairs of Consultant, or (ii) immediately by written notice if consultant has failed to materially perform or comply with the terms of this Agreement and fails to cure such non-conformance within thirty (30) days from receipt of written notice from the City of any such default. However, nothing herein shall be construed as giving the Consultant 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 for cause, the Consultant will refund any pre-paid amounts for the remainder of the maintenance period so terminated for which Services will not be performed. If this Agreement is terminated for the convenience of the City and without the fault of the Consultant, or by Consultant in accordance with 18.E, the City will pay any maintenance fees owed for the then current maintenance period under which the termination occurs.

C. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Consultant is using by whatever method it deems expedient, and the Consultant shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and these documents and materials shall be the property of the City.

D. Upon termination of this Agreement by the City, the Consultant 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.

E. The Consultant has the right to terminate this contract with cause by giving not less than thirty (30) days prior written notice to the City.

19. **NOTICES:** Notices concerning 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 Consultant to: Manager of Aviation
Denver International Airport
Airport Office Building, 9th Floor
8500 Peña Boulevard
Denver, Colorado 80249-6340

And by City to: CGI Technologies and Solutions Inc.
11325 Random Hills Road, 8th Floor
Fairfax, VA 22030
Attn: Office of General Counsel

20. **NO WAIVER OF RIGHT:** No assent, expressed or implied, to any breach of any one or more of the covenants, terms and provisions of this Agreement shall be deemed or taken to be by the City a waiver of any succeeding or other breach.

21. **ADMINISTRATIVE HEARING, ATTORNEY'S FEES AND LIMITATIONS OF ACTIONS:**

Disputes arising under or related to this Agreement or the work which is the subject of this Agreement shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in Section 5-17, Revised Municipal Code of the City and County of Denver. The parties hereto agree that the Manager's determination resulting from said administrative hearing shall be final, subject only to the Consultant's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, the parties hereto agree that (1) in no event shall the City be liable hereunder to pay for the costs of attorneys representing the Consultant or any person or entity other than the City, in any administrative proceeding or litigation brought by or against the City, and (2) the period of limitations for the bringing of any action, lawsuit or other legal proceeding shall be as set forth or otherwise provided under federal, state and local law without modification by this Agreement or any of the exhibits, attachments and other documents incorporated into this Agreement by reference.

22. **BOND ORDINANCES; GOVERNING LAW; VENUE:** This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Colorado and the Charter and Ordinances of the City and County of Denver. This Agreement is in all respects subject and subordinate to any and all City bond ordinances

applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances. Venue for any action hereunder shall be in the City and County of Denver, State of Colorado.

23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment 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 the Consultant further agrees to insert the foregoing provision in all subcontracts hereunder.

24. LIMITATION OF LAIBILITY:

A. If City should become entitled to claim damages from Consultant (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim), Consultant will be liable only for the amount of City's actual direct damages, not to exceed (in the aggregate for all claims), the Maximum Contract Liability under this Agreement, as set forth in Paragraph 6, herein. The foregoing shall not apply to Consultant's indemnification obligations under Paragraph 10.

B. In no event will Consultant be liable for: (1) any damages caused by the failure of City to perform its responsibilities; or (2) any lost profits, lost savings or other consequential damages.

25. NONDISCRIMINATION IN THE AWARD OF CITY CONTRACTS: It is the policy of the City and County of Denver to prohibit discrimination in the award of design contracts and subcontracts for public improvements. Further, the City and County of Denver encourages design consultants to utilize minority and women owned businesses and to divide the design services work into economically feasible units or segments to allow the most opportunity for subcontracting.

26. MINORITY AND WOMEN BUSINESS ENTERPRISES (MBE/WBE):

The Consultant shall make a good faith effort to utilize qualified and available minority business enterprises ("MBEs") and/or woman business enterprises ("WBEs") to the extent required by Denver Revised Municipal Code, Chapter 28, Article III.

27. CONFLICT OF INTEREST: The Consultant agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Consultant 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 the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant 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 the Consultant written notice which describes the conflict. The Consultant shall have thirty days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

28. TAXES AND COSTS: The Consultant, at its own expense, shall promptly pay when due all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

29. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Agreement by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado and with the charter, ordinances, and rules and regulations of the City and County of Denver.

30. COLORADO OPEN RECORDS ACT: The Consultant acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and the Consultant agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Consultant asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by the Consultant to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the Consultant agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City.

31. SEVERABILITY: In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

32. NO THIRD PARTY BENEFICIARIES: The 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 the Consultant, 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 Agreement. It is the express intention of the City and the Consultant that subconsultants and any other person other than the City or the Consultant receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

33. ADVERTISING AND PUBLIC DISCLOSURES: The Consultant shall not include any reference to this Contract or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager, which will not be unreasonably withheld. Any oral presentation or written materials related to Denver International Airport shall include only presentation materials, work product, designs, renderings

and technical data which have been accepted by the City. The Manager shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude the transmittal of any information to officials of the City, including without limitation, the Mayor, the Manager of Aviation, member or members of City Council, or the Auditor.

34. 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.

35. HEADINGS: The heading contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

36. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

- (a) The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and Den. Rev. Mun. Code 20-90 and the Consultant is liable for any violations as provided in said statute and ordinance.
- (b) The Consultant certifies that:
 - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- (c) The Consultant also agrees and represents that:
 - (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (2) It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
 - (4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it has complied with all federal requirements regarding the use of the E-Verify program,

including, by way of example, requirements related to employee notification and preservation of employee rights.

- (5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Consultant will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S. or the City Auditor under authority of Den. Rev. Mun. Code 20-90.3.

37. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Consultant and Consultant's agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 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's barring the Consultant and Consultant's agents from City facilities or participating in City operations.

38. CITY SMOKING POLICY: Consultant acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 15 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. Consultant and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

39. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: This Agreement consists of Articles 1 through 42 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Exhibit A	Scope of Work – Software Maintenance Services
Exhibit B	Software Licenses
Exhibit C	City Insurance Certificate
Appendix No. 1	Standard Federal Assurances
Appendix No. 2	Reserved

Appendix No. 3 Nondiscrimination in Airport Employment Opportunities

In the event of a conflict between a provision of Articles 1 through 42 and any of the listed attachments or other documents incorporated into this Agreement by reference, or between the provisions of any attachments or such other documents incorporated into this Agreement by reference, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendices No. 1 and 3
- Articles 1 through 42 hereof
- Exhibit A Scope of Work – Software Maintenance Services
- Exhibit B, Software Licenses
- Exhibit C, City Insurance Certificate
- Other documents incorporated into this Agreement by reference.

40. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the Manager, shall be valid unless they are contained in an instrument which is executed by all the parties with the same formality as this Agreement.

41. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Consultant 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.

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

[SIGNATURE PAGE FOLLOWS]

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PLANE-201419206-00

Contractor Name: CGI TECHNOLOGIES AND SOLUTIONS INC

By:  _____

Name: Laurence Honarvar
(please print)

Title: Vice-President, Consulting Services
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A
Scope of Work – Software Maintenance Services

1. Maintenance Period. The Maintenance period is the period beginning February 1, 2015 and ending on January 31, 2018, unless earlier terminated in accordance with the Agreement.

2. Maintenance Services.
 - A. CGI shall provide the City with 24-hour, 7-day access to CGI's maintenance and support personnel through a support center hotline service. CGI will respond to maintenance requests on average of less than 2 hours per request. CGI's guaranteed response time is 24 hours. The maximum resources of the support center are available Monday through Friday, from 6:00 A.M. to 6:00 P.M. MDT. In addition, Internet access is available through our secure web site, eAccess (<https://support.cgi-ams.com//advantage/>), is available for a variety of 24x7 support materials.

CGI Standard Support and Maintenance Services provide the City with the required ongoing enhancements to the Software to address functional and technical changes. Specifically, the Standard Support and Maintenance Services provide these major components:

- Internet access through our secure web site, eAccess (<https://support.cgi-ams.com//advantage/>), to a variety of 24x7 support materials.
- Help Desk Support with direct phone, email, and web support on the baseline products through the CGI City Support Center. Standard hours of operation are 8 am EST to 9 pm EST Monday-Friday. CGI can be reached at 800-321-0267 via phone and <https://support.cgi-ams.com//advantage/> via our online support website.
- Software incident corrections to the Software.
- Software releases are provided periodically to address technical and functional compatibility with system software and ongoing regulatory changes and changes to business practices. Documentation updates are provided as part of each release. Additional Software incident corrections will be included in releases, as dictated by testing requirements and the magnitude of the required change.
- Enhancements to the Software are provided in new releases of the CGI Advantage solution.
- Membership to the CGI Advantage User Group. Membership provides the option to participate in various user group activities such as the annual CGI Forum, regional User Group meetings and voting for the User Group Steering Committee that works closely with CGI on a variety of City issues and concerns. Membership also provides each site the option of proposing a candidate for election to the User Group Steering Committee.

CGI will support the following features of the CGI Advantage solution:

- The system components that the City is currently contracted for and is paying maintenance on;
- The third-party software component releases that are compatible with the currently supported version of the CGI Advantage solution;
- The documented features of the CGI Advantage Software, as listed on the delivered on-line documentation and help files;
- All standard baseline features of the system, including configuration tables (e.g. Required Elements) of the CGI Advantage Software, that DO NOT include infrastructure or other programming code changes. Any City-specific configuration tables will not be supported.
- Prioritizations of all issues and software incidents according to the following schedule:

Severity	Definition
1 - Critical	A problem with CGI supported Software causing critical impact to the City's business operation. No workaround is immediately available and work using the Software can not continue.
2 - Serious	A problem with CGI supported Software causing significant impact to the City's business operation. A workaround is available but is unacceptable on a long term basis.
3 - Moderate	A problem with CGI supported Software that impairs some functionality, but a practical workaround exists.
4 - Minor	A problem that does not affect any functionality of the Software.

- B. CGI may, at its option, investigate and correct suspected software incidents at CGI's offices to the extent possible. If CGI's personnel travel to City's place of business at City's request to perform maintenance services, City will pay CGI for the travel time and the reasonable travel and other out-of-pocket expenses of CGI's personnel. If a suspected software incident is attributable to a cause other than the Software as delivered by CGI, then City will pay for CGI's work on a time-and-materials basis. If the Software module containing the software incident has been modified by non-CGI personnel, CGI will charge City on a time-and-materials basis at CGI's then-current hourly rates for analyzing and fixing the software incident in City's version, and for any installation assistance City requires.
- C. At the expiration of the initial Maintenance Period stated in this Agreement, City may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI's then current prices. City may obtain such maintenance services only if (i) City has paid the maintenance fee for all prior Maintenance Periods; and (ii) City incorporates into the Software all releases, corrections, and Enhancements to the Software that CGI has made available to City, no less than two minor software releases prior to current release.
- D. All Enhancements and corrections to the Software and Documentation provided by CGI pursuant to this Agreement will become a part of the Software and Documentation for the purposes of the License Agreement at the time they are provided to City and are hereby licensed to City as part of the Software and Documentation pursuant to all of the terms and conditions of the License Agreement.

3. **Maintenance Fee.** The maintenance fee is provided ion the Maintenance Fee Table.

Maintenance Period	Standard Pricing	Discounted Amount
February 1, 2015 – January 31, 2016	\$278,650.69	\$269,493.16
February 1, 2016 – January 31, 2017	\$296,762.98	\$287,010.21
February 1, 2017 – January 31, 2018	\$316,052.58	\$305,665.87
February 1, 2018 – January 31, 2019	\$336,596.00	\$325,534.16 (Optional)
February 1, 2019 – January 31, 2020	\$358,474.74	\$346,693.88 (Optional)

Pricing reflects a multi-year discount (“Discounted Amount”). If contract is terminated early, client is responsible for the difference between standard pricing and the Discounted Amount for each year the discount applied.

Client may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI's then current prices

Exhibit B
Software Licenses

The Maintenance Services provided under this Agreement are provided with respect to the following Software:

1. **Licensed Software.** CGI is licensing to Client the following computer software components, comprising the Software:

CGI Advantage 3.9 Financial Management System including the following modules:

Financial Management Base System

Asset Management

Project and Grants Management

Performance Budgeting (upgraded March 2013)

Performance Budgeting and Formulation

Salary and Benefits Forecasting

CGI info Advantage for Performance Budgeting only (upgraded March 2013)

InfoAdvantage Dashboards

2. **Bundled Software Products.**

Adobe Present Central Pro (1 server license; 10 Print Locations)

Adobe Present Output Designer (1 named user license)

Adobe RoboHelp Office (1 named user license)

Pervasive Data Integrator Pro Developer (1 named user license)

Pervasive Integrator Pro Engine, Single Server, Single CPU (1 license)

Pervasive Data Integrator Universal Edition Engine (2 core) (1 license)

Pervasive Integrator Universal Edition Design Studio (2 core) (1 license)

Delta XML – 1 site license

Versata Logic Server (1 site license)

Versata Logic Studio (1 named user license)

IBM Websphere App Server Network Development – 560 PVUs Sub-capacity

IBM Webshpere App Server Processor – 140 PVUs Sub-capacity

All rights of Client in and to the Bundled or Additional Third Party Software Products will be governed by the terms and conditions of this Agreement, unless otherwise specified above. CGI does not itself give or make any warranty or indemnification of any kind with respect to the Bundled Software Products. Changes in the Software which CGI may make from time to time may make it necessary for Client to acquire, at its own expense, updated versions of the Bundled Software Products or Additional Third Party Software.

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION**

Certificate Holder Information:

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Peña Boulevard, Room 8810
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201419206 – Technology Maintenance & Software Support

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability Coverage

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

Any Policy issued under this section must contain, include or provide for the following:

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.
3. State Of Colorado law states that if a contractor is a sole proprietor, they are not required to have Workers Compensation coverage.

Commercial General Liability Coverage

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000
Fire Damage Legal - Any one fire:	\$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy ___Project ___Location___, if applicable

Business Automobile Liability Coverage

Coverage: Business Automobile Liability (coverage at least as broad as ISO form CA0001)

Minimum Limits of Liability (In Thousands): Combined Single Limit

\$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

II. ADDITIONAL COVERAGE

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area

Minimum Limits of Liability (In Thousands)

Umbrella Liability Restricted Area

Each Occurrence and aggregate

Each Occurrence and aggregate

\$1,000

\$9,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. **If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.**

Professional Liability - Information Technology Contracts

Coverage: Professional Liability including Cyber Liability for Errors and Omissions

(If contract involves software development, computer consulting, website design/programming, multi-media designers, integrated computer system design, data management, and other computer service providers.)

Minimum Limits of Liability (In Thousands)

Per Claim

\$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. The insurance shall provide coverage for the following risks:
 - a. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form
 - b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
 - c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.
2. Policies written on a claims-made basis must remain in full force and effect in accordance with CRS 13-80-104. The Insured warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under the Contract is completed.
3. Any cancellation notice required herein may be provided by either certified or regular mail.
4. The policy shall be endorsed to include the City, its elected officials, officers and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Insured
5. Coverage must include advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A-VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.

APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES

NOTE: As used below the term "contractor" shall mean and include the "Party of the Second Part," and the term "sponsor" shall mean the "City".

During the term of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, creed or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX NO. 3

NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The Party of the Second Part assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Party of the Second Part or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide or is in the form of personal property or real property or an interest therein or structures or improvements thereon. In these cases, this Provision obligates the Party of the Second Part or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.