

Key Contract Terms
303 Software, Inc.
THTRS-201204260-04

Type of Contract:

Contract > \$500K Lease Sale/purchase of personal property Grant
IGA Sale of real property

Vendor/Contractor Name: 303 Software, Inc.

Contract control number: THTRS-201204260-04

City's contract manager: Anne Bygrave, Agency Contract Administrator

Was this contractor selected by competitive process? The original contract was selected by competitive process. This is the fourth amendment to an existing service contract. Denver Arts and Venues is currently in the process of transferring these same services to a new provider via our AXS Digital, LLC agreement. Additional time is needed to complete the transfer and it is not logical to bid out hosting and support services when we already have another provider and we're in a transition period with a provider we already have on contract. The knowledge transfer alone would cost our agency a significant amount of staff time.

Has this contractor provided these services to the City before? Yes, 303 Software has successfully provided hosting, security, maintenance and development for Denver Arts and Venues websites since February, 2012.

Term/Duration of contract/project: 02/15/2012-12/31/2018

Is this a new contract? y/n An amendment? y/n How many amendments? 4

Renewal terms:

Purpose: This amendatory agreement extends the existing contract term for an additional three year period.

Scope of services with performance bench marks: 303 Software, Inc. will provide hosting, security, maintenance, and development for Denver Arts & Venues websites.

Cost/value: This amendment adds \$290,100.00 to the existing contract amount of \$412,706.00 for a total of \$702,806.00.

Source of funds: Funds appropriated by the Denver City Council for the purpose of this Agreement.

Benefit: Vendor provides hosting, security, maintenance and development for Denver Arts and Venues websites.

Termination provision for City and for contractor:

Either party may terminate this Agreement upon providing thirty (30) days prior written notice to the other party. This Agreement may be immediately terminated by either party for a material breach of any provision of this Agreement, provided that the breaching party shall have ten (10) days to cure such breach following receipt of notice thereof.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

Is this contract subject to: ___ W/MBE ___ DBE ___ ACDBE ___ SBE ___ XO 101

WBE/MBE/DBE commitments (construction, design, Airport concession contracts):
N/A, this is an amendatory agreement.

Location: Denver Arts and Venues facilities

Affected Council District: Council District 8