

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **BIAS CORPORATION**, a Florida corporation whose address is 1100 Abernathy Road, Suite 950, Atlanta, GA 30328 (the “Consultant”). Each party may be individually referred to as a “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated October 2, 2013 (the “Agreement”), relating to the design, implementation and management of comprehensive IT solutions around Oracle's Identity Management Service Oriented Architecture (SOA); and

WHEREAS, the Parties wish to amend the Agreement to revise the scope of work and increase the compensation to the Consultant as follows; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. All references to “...Exhibit A...” in the existing Agreement shall be amended to read: “...Exhibit A and A-1 as applicable...” The scope of work marked as Exhibit A-1 is attached and incorporated by reference.

2. Article 3(D)(i) of the Agreement entitled “**Maximum Contract Liability**” is amended to read as follows:

“3. **COMPENSATION AND PAYMENT:**

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of **THREE MILLION DOLLARS AND ZERO CENTS (\$3,000,000.00)** (the “Maximum Contract Amount”). The Consultant acknowledges that the City is not obligated to execute an agreement or an amendment to Consultant for any further services and that any services performed by Consultant beyond that specifically described in **Exhibits A and A-1** or contained in an Order are performed at Consultant’s risk and without authorization under this Agreement.”

3. This Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same

instrument.

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

EXHIBIT LIST:

EXHIBIT A-1 – SCOPE OF WORK

[SIGNATURE PAGES FOLLOW]

EXHIBIT A-1
SCOPE OF WORK

Time & Materials Engagement Contract

Client Name	City and County of Denver, Colorado
Client Address	201 W. Colfax Ave, Denver, CO

Overview

The City of Denver, Colorado seeks BIAS' assistance to implement and/or upgrade, troubleshoot, enhance, extend, performance tune and support the following Oracle products:

1. Business Intelligence
2. Identity and Access Management
3. Service Oriented Architecture

Services

BIAS Corporation, "BIAS", agrees to provide City and County of Denver (COD), "Client", with the following:

Business Intelligence

The services include but are not limited to:

City and County of Denver – OBIEE and Data Warehouse Environments

1. Configure and setup OBIEE environments for scaling and high availability
2. Setup Oracle HTTP Server both OBIEE Domain
 - a. Limit access to OBIEE Domain for public users (Securing Public facing OBIEE reports and dashboards)
 - b. Internal users access to OBIEE Domain
3. Design and implement strategy for Cache Management
4. Assessment of existing Data Marts
5. Provide design and development services

COD Police Department – Roadmap for Enterprise Business Intelligence

1. Review existing COD Police Department Data Sources and the business processes
2. Conduct interviews with Business users to understand the pain points and reporting requirements.
3. Design strategic roadmap for roadmap for Data Warehouse and Reporting implementation.
 - a. Data Warehouse will reduce the complexity for analysis (eliminate Silos)
 - b. Improve data availability
 - c. Common definitions for business terms
 - d. Single environment and tool to support most of the analytical needs
4. Provide design and development services

Identity and Access Management

The services include but are not limited to:

1. Provide fulltime support to maintain current Identity and Access management implementation environments
2. Identify and fix performance-tuning enhancements
3. Troubleshoot and fix current OIM provisioning/de-provisioning issues
4. Work with Oracle Support for current and newly created service requests
5. Install and setup webserver (OHS) to front-end all IAM products
6. Implement SSL in webserver

7. Provide design and development services
8. Protect production application(s) with Oracle Access Manager (OAM)
9. Prepare upgrade phased roadmap for 11gR2 upgrade
10. Upgrade all identity management components to latest releases
11. Implement provisioning and de-provisioning using PeopleSoft connector available in 11gR2 and decommission current employee and department DB Views
12. Migrate and/or create provisioning and de-provisioning processes
13. Test and migrate 11gR2 implementation to all life cycle environments
14. Provide training to COD administration team
15. Prepare required documentation

Service Oriented Architecture

The requirements include but are not limited to:

1. Provide fulltime support to maintain current Fusion Middleware Environment where SOA components are installed
2. Provide design and development services
3. Identify and fix performance-tuning enhancements
4. Troubleshoot and fix current issues
5. Identify and apply required patches
6. Work with Oracle Support for current and newly created service requests
7. Enhance existing and develop new composite applications
8. Test and migrate new composite applications to all life cycle environments
9. Provide training to COD administration and/or development teams
10. Prepare required documentation

Assumptions

These assumptions have been factored in arriving at the timeline estimates provided above. A deviation from these assumptions may alter the approach and estimates.

1. The Client will provide access to systems, applications, database(s) to support the services described above.
2. The Client will provide necessary access to their IT staff during the course of this engagement.
3. The Client will have the necessary hardware, software and necessary documentation to support the efforts on site prior to the project start date.
4. Delays caused by non-availability of software, hardware, access to network, client personnel and resources while BIAS is on site will be charged as billable time to client and will be an addition to the estimates in this document.
5. The Client will provide office space for BIAS consultants at its work location with telephone, system and application access, internet and network connection, and other office supplies as necessary through the duration of the project. All work will be completed at the Client location or remotely by the consultant as approved by Client.
6. Any out-of-scope work not mentioned in this contract will be estimated and charged as per BIAS/Client negotiated rates as a change request.

Duration

The services outlined above will be provided on as needed basis per client requirements.

Labor

All estimates related to this Engagement Contract are intended only to be an estimate for Client budgeting and BIAS resource scheduling purposes. Fee estimates do not include materials, expenses, or

taxes.

Resource	Rate/Hr
Associate Consultant	\$130
Senior Consultant	\$160
Senior Principal Consultant	\$175
Architect	\$200
Senior Architect	\$225
Project Manager/Service Delivery Manager	\$175
Senior Project Manger	\$185

The rates in this table are guaranteed through 9/1/2016

Employment Solicitation

Both parties agree that neither party, nor any of its subsidiaries or affiliate companies of such other party, will knowingly offer or solicit employment of the other's consultants or employees within 12 months of the completion date of this Engagement Contract unless approved in writing by an officer of both parties.

Work Products

Representatives of BIAS shall work strictly as independent contractors. All work products shall be considered "work for hire" and will be solely owned by the Client.

Relationship between BIAS and Client

BIAS is an independent contractor; nothing in this agreement shall be construed to create a partnership, joint venture, or agency relationship between BIAS and Client.

Project Funding

Purchase Order # _____

or

_____ Client does not require a Purchase Order (please check if applicable)

_____ Authorized signature if checked above

Tax Status

____ Taxable

___X_ Exempt (please attach Tax Exemption Form)

Contract Acceptance

Accepted by City and County of Denver

Authorized Signature

Date

Name

Title

Accepted by BIAS Corporation

Authorized Signature

Date

Name

Title

Project Information Section

BIAS Consulting Contract Manager	
Name	John Ezzell
Address	1100 Abernathy Road, Suite 950, Atlanta, GA 30328
Phone	678-428-5754
Fax	678-578-4300
Email	John.Ezzell@biascorp.com

BIAS Consulting Project Manager	
Name	Hasan Zaidi
Address	1100 Abernathy Road, Suite 950, Atlanta, GA 30328
Phone	303-717-552
Fax	678-578-4300
Email	Hasan.Zaidi@biascorp.com

Client Project Manager	
Name	Cyndi Zec
Address	City and County of Denver, CO
Phone	720.913.4958
Fax	720.913.5237
Email	Cindy.Zec@denvergov.org

Client Billing/Accounts Payable Contact	
Name	Cyndi Zec
Address	City and County of Denver, CO
Phone	720.913.4958
Fax	720.913.5237
Email	Cindy.Zec@denvergov.org

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: TECHS-201312974-01

Contractor Name: BIAS CORPORATION

By: 

Name: JEFF HARVEY
(please print)

Title: PRESIDENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

