

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 **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”) collectively the “Parties”.

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated April 04, 2013 (the “Agreement”) to implement a queuing management solution for the Office of the Clerk and Recorder; and

WHEREAS, the Agreement, expired by its terms on March 15, 2014; and

WHEREAS, rather than enter into a new contract the Parties wish to revive, and reinstate all of the terms and conditions of the Agreement as they existed prior to the expiration of the term and amend the Agreement to revise the catalog of services, extend the term and increase the compensation to the Vendor as follows; and

WHEREAS, the Parties desire to add products and allow for other City agencies to purchase products and allow for the use of on-call professional services to be implemented by Task Order under the Agreement in revised Section 1. B;

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 D...” in the existing Agreement shall be amended to read: “...Exhibit D and D-1 as applicable...” The catalog of services marked as Exhibit D-1 is attached and incorporated by reference.

2. Article 1 of the Agreement entitled “SOFTWARE LICENSE, SUPPORT AND MAINTENANCE TO BE PROVIDED AND SERVICES TO BE PERFORMED” is deleted and replaced as follows:

1. SOFTWARE LICENSE, SUPPORT AND MAINTENANCE TO BE PROVIDED, SERVICES TO BE PERFORMED AND TASK ORDER:

A. 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.

B. The Vendor, under the general direction of, and in coordination with the manager of any other City agency, shall diligently perform any and all authorized services required under this Agreement. The Vendor will provide specialized professional services to support the provisioning of technology services to other City agencies to implement selected products under this Agreement. These specialized services will be negotiated with the other City agencies describing in sufficient details the services and/or deliverables and rates to be provided and memorialized in a written Task Order under this Agreement signed by the manager and the Vendor (the “Task Order”). The Vendor agrees that during the term of this Agreement it shall fully coordinate its provision of the services with any person or firm under contract with the City doing work or providing services which affect the Vendor’s services. The Vendor shall faithfully perform the work in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this Agreement. Vendor represents and warrants that all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all services will conform to applicable specifications and as attached to the Task Order.

3. Article 4 of the Agreement entitled “TERM” is amended to read as follows:

“4. **TERM:** The term of the Agreement is from March 15, 2013 through December 31, 2019.”

4. Articles 5(A) and 5(D)(i) entitled “Fee” and “Maximum Contract Liability” are amended to read as follows:

“5. **COMPENSATION AND PAYMENT:**

A. Fee: The fee for the Software, Hardware and services described in Exhibits A, B and C, is **ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND 00\00 CENTS (\$175,000.00)** (the “Fee”). The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance and in accordance with **Exhibit B**, Phased Payment Breakdown.

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 **ONE HUNDRED SEVENTY FIVE THOUSAND DOLLARS AND 00\00 CENTS (\$175,000.00)**. 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.”

5. Except as amended above, the Agreement is affirmed and ratified in every particular.

EXHIBIT LIST:

EXHIBIT D-1 – CATALOG OF SERVICES

[SIGNATURE PAGES FOLLOW]

**Q-MATIC Corporation**

2400 Commerce Ave., Building 1100, Suite 100
Duluth, GA 30096

ver. 27.7.1

Organization:	City and County of Denver Clerk & Recorder	Date:	February 7, 2014
Customer Name:	JD Whiteman	Expires On:	May 8, 2014
Address:	201 West Colfax Ave	Rep:	Pam Laux
City/State/Zip:	Denver, CO 80202	Phone:	214.535.8694
Phone:	720-913-8100	Fax:	
Fax:	720-913-8101	Email:	pam.laux@qmatic.com
Email:	james.whiteman@denvergov.org	Quote #:	PSL-GP-164-20140422-V2-COD

RE: RE: City of Denver Records Office quote for Orchestra Administrative training and onsite. This training will be on site because it is very technical/intense and will give you more of what you want. Costs include travel to site and training hours.

QTY	GP Part #	DESCRIPTION	LIST	PER UNIT	PRICE
SERVICES					
8	TR9087	Trainer Level II Hourly	\$150.00	\$150.00	\$1,200.00
1	TR9090	Travel and Expenses		\$1,000.00	\$1,000.00
SOFTWARE SUBTOTAL					\$0.00
HARDWARE SUBTOTAL					\$0.00
SERVICES SUBTOTAL					\$2,200.00
MAINTENANCE SUBTOTAL					\$0.00
TAX SUBTOTAL					\$0.00
GRAND TOTAL					\$2,200.00



Credit Card Authorization Form

I _____ Authorize ___ Q-MATIC _____
(Name) (Company)

to charge my credit card.

Amount \$ _____

Credit Card Type _____

Credit Card Number _____

2/5/2014

CV2# _____

Expiration Date _____

Name on Card _____

(Name as it appears on card)

Card Billing Address _____

RE:

Receipt Delivery

e-mail _____

fax _____

mail _____

Special Instructions _____

Q-MATIC Corporation 2400 Commerce Ave., Building 1100, Suite 100 Duluth, GA 30096
800-852-6768 phone 770-817-4594 fax

PURCHASE ORDER INSTRUCTIONS

To help expedite your order, please include the following items on the purchase order:

- Bill To Address
- Ship To Address
- Purchase Order Number
- Purchase Order Dollar Amount
- QMATIC Quote Number
- Itemized List of Equipment
- Contact Name and Phone Number for the Purchase Order

PLEASE FAX ALL PURCHASE ORDERS TO: (770) 817-4594

STANDARD TERMS & CONDITION OF SALE**Acceptance of Order: Termination**

Acceptance of any order is subject to credit approval and acceptance of order by Qmatic, and when applicable, QMatic's Suppliers. If Customer's credit becomes unsatisfactory to Qmatic, Qmatic reserves the right to terminate upon notice to Customer and without liability to Qmatic.

Payment

A minimum down payment of 40% of the total purchase price of the system is required. Installations will not be scheduled until receipt of down payment.

Payment Terms

Invoice terms are 1% 20 days net 30 days. We reserve the right to charge a monthly interest rate of 1.5% on all invoices past due.

Prices and Shipments

Unless otherwise quoted, prices shall be those in effect at time of shipment which shall be made F.O.B. shipping point prepaid and bill.

Return of Goods

Items for credit must be returned within 30 days of receipt and are subject to prior approval and a 25% restocking fee.

Taxes

Taxes will be imposed upon sales or shipments and will be added to the purchase price unless Qmatic has a valid tax exemption certificate on file.

Delay in Delivery

Qmatic is not to be accountable for delays in delivery occasioned by force majeure or other circumstances beyond QMatic's reasonable control.

Maintenance

Unless otherwise noted, Qmatic will provide a six (6) month original warranty on Qmatic hardware and the manufacturer's warranty on third party hardware. If you have not been quoted for Software maintenance, Help Desk support and software maintenance are available at additional cost. The hardware warranties will commence with installation of the system. In the event, a customer requests hardware to be shipped and subsequently delays installation for more than 30 days, the hardware portion of the system will be invoiced and, the warranty will commence at the date of invoice.

Installation

If the order includes installation, the following applies: All installations will be scheduled in advance and with the consent of Customer. Customer will pay \$1,200 plus travel expenses per installer/per day should the premises not be ready when the installer arrives.

Changes to Scope of Work

Should either Customer or Qmatic desire to change the terms of the order, the following will occur:

- Qmatic will document the request in writing (via a Change Request Form);
- An authorized representative from the Customer and Qmatic will negotiate the impact of the requested change on the work to be performed under this order;
- The terms of the change (the Change Request Form) will be added as an addendum to the order, and the change will take effect upon signature of the amendment by both the Customer and Qmatic.

TELEVISIONS AND LARGE MONITORS

Qmatic is not responsible for mounting or hanging TVs/Monitors. The customer is required to make all arrangements for mounting any TVs/Monitors prior to the arrival of a Qmatic Installation Technician and the installation of the Qmatic system. In rare instances, guidance from Qmatic personnel is required. Q Matic is happy to oblige and offer advice on TV placement if arranged in advance.

ADDITIONAL LABOR RATES OUTSIDE OF INSTALLATION

Additional labor rates outside of installation are chargeable at current standard rates.

Remittance

Acct# 1024203157

Routing # 043000096

Tax ID # 36-3545811

Address

Qmatic Corp

2400 Commerce Ave.

Building 1100, Suite 100

Duluth, GA 30096-8979

**Q-MATIC Corporation**

**2400 Commerce Ave., Building 1100, Suite 100
Duluth, GA 30096**

ver. 27.8

Organization: City & County of Denver - Clerk & Recorder	Date: July 29, 2014
Customer Name: Sara Harmer	Expires On: October 27, 2014
Address: 201 W Colfax Ave	Rep: Kiran Lachumanna
City/State/Zip: Denver, CO 80202	Phone: 323-481-8535
Phone: 720-913-4820	Fax:
Fax:	Email: kiran@qmatic.com
Email: Sara.Harmer@denvergov.org	Quote #: KKL-72-072914V1

RE: Add Expressia Customer Feedback terminals to Orchestra deployed at the City & County of Denver - Clerk Recorders office. 12 Windows. Includes System Analyst & Project Management Hours.

QTY	GP Part #	DESCRIPTION		PER UNIT	PRICE
WORKSTATION TERMINALS					
12	320150	Qmatic Expressia Feedback Unit	\$240.00	\$240.00	\$2,880.00
HARDWARE					
1	HW9024	Hardware, Signage and Cabling	\$600.00	\$600.00	\$600.00
SERVICES					
1	PM1001	Project Management Services Hourly		\$150.00	\$150.00
2	SA1001	Systems Analyst Services Hourly		\$150.00	\$300.00
15	IN9090	Installation		\$125.00	\$1,875.00
1	TR9090	Travel and Expenses		\$850.00	\$850.00
1	SH9090	Shipping & Handling (UPS Ground)		\$37.93	\$37.93
MAINTENANCE					
1	HW7000	Q-MATIC Hardware Maintenance - (months 1-6 included, charges for months 7-12)		\$172.80	\$172.80
SOFTWARE SUBTOTAL					\$0.00
HARDWARE SUBTOTAL					\$3,480.00
SERVICES SUBTOTAL					\$2,325.00
MAINTENANCE SUBTOTAL					\$172.80
TRAVEL SUBTOTAL					\$850.00
SHIPPING SUBTOTAL					\$37.93
TAX SUBTOTAL					\$0.00
GRAND TOTAL					\$6,865.73

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Acct# 1024203157

Routing # 043000096

Tax ID # 36-3545811

Address

Qmatic Corp

2400 Commerce Ave.

Building 1100, Suite 100

Duluth, GA 30096-8979

**Q-MATIC Corporation**

**2400 Commerce Ave., Building 1100, Suite 100
Duluth, GA 30096**

ver. 27.8

Organization: City & County of Denver - Clerk & Recorder	Date: May 1, 2014
Customer Name: Sara Harmer	Expires On: July 30, 2014
Address: 201 W Colfax Ave	Rep: Kiran Lachumanna
City/State/Zip: Denver, CO 80202	Phone: 323-481-8535
Phone:	Fax:
Fax:	Email: kiran@gmatic.com
Email: Sara.Harmer@denvergov.org	Quote #: KKL-45-050614V1

RE: Scope of Work Attached

QTY	GP Part #	DESCRIPTION	PER UNIT	PRICE
ORCHESTRA SOFTWARE				
2	10115012	Orchestra Calendar Function	\$938.96	\$1,877.92
2	99900566	Online Remote Check-in	\$1,386.00	\$2,772.00
SERVICES				
44	CS9037	Software Development Hourly	\$175.00	\$7,700.00
8	PM1001	Project Management Services Hourly	\$150.00	\$1,200.00
10	SA1001	Systems Analyst Services Hourly	\$150.00	\$1,500.00
MAINTENANCE				
1	SW7000	Q-MATIC Annual Software Maintenance Program - Starts Day One	\$970.00	\$970.00
SOFTWARE SUBTOTAL				\$4,649.92
HARDWARE SUBTOTAL				\$0.00
SERVICES SUBTOTAL				\$10,400.00
MAINTENANCE SUBTOTAL				\$970.00
TRAVEL SUBTOTAL				\$0.00
SHIPPING SUBTOTAL				\$0.00
TAX SUBTOTAL				\$0.00
GRAND TOTAL				\$16,019.92

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Acct# 1024203157

Routing # 043000096

Tax ID # 36-3545811

Address

Qmatic Corp

2400 Commerce Ave.

Building 1100, Suite 100

Duluth, GA 30096-8979

Contract Control Number: CLERK-201310119-01

Contractor Name: Q-MATIC CORP

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of September 17, 2014.

SEAL



CITY AND COUNTY OF DENVER

ATTEST:

Debra Johnson
Debra Johnson, Clerk and Recorder,
Ex-Officio Clerk of the City and
County of Denver

By Michael B Hancock
Michael B Hancock, Mayor

APPROVED AS TO FORM:

D. Scott Martinez, Attorney for the
City and County of Denver

REGISTERED AND COUNTERSIGNED:

By Cary Kennedy
Cary Kennedy, Manager of Finance

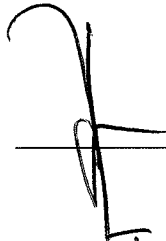
By Steven J Hahn
Steven J. Hahn, Assistant City
Attorney

By Dennis J Gallagher
Dennis J. Gallagher, Auditor



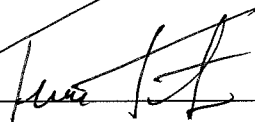
Contract Control Number: CLERK-201310119-01

Contractor Name: Q-MATIC CORP

By: 
Name: THOMAS SAZEYKO
(please print)

Title: PRESIDENT AND CEO
(please print)

ATTEST: [if required]

By: 
Name: Terrell Tuten
(please print)

Title: VICE President
(please print)

