

## 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 **FAST ENTERPRISES, LLC**, a limited liability corporation registered to do business in Colorado, whose address is 6400 South Fiddler's Green Circle, Suite 1500, Greenwood Village, CO 80111 (the "Contractor"), collectively "the parties".

### WITNESSETH:

**WHEREAS**, on January 13 2009, the City and the Contractor executed three agreements to obtain a comprehensive integrated or interfaced software system known as "GenTax Software Version 7.0" to collect, manage, record, deposit, and disburse all City taxes and revenues of the City and County of Denver as required by law;

**WHEREAS**, one agreement provided financing for the software system through a Lease Purchase Agreement, another agreement provided for the software license and implementation of services to deliver, install, and accept the software (the "GenTax License Agreement"), and the third agreement provided for post warranty software maintenance and support services (the "GenTax Software Maintenance Agreement", dated January 13, 2009, City Contract Control No. CE 06001); and

**WHEREAS**, the parties now wish to amend the GenTax Software Maintenance Agreement to acquire additional software components and related services necessary for the operation of the GenTax Software system, increase the Maximum Contract Amount for the additional software and services, and to modify certain other provisions of the Agreement as set forth below;

**NOW, THEREFORE**, the parties agree as follows:

1. Article 1 of the Agreement, entitled "**SCOPE OF SERVICES**", is amended to include the work contained in Exhibit A-1 entitled "TCS Project – Phase 2: Taxpayer Access Point" attached to this Amendatory Agreement and incorporated herein by this reference. All references to "...Exhibit A..." in the existing Agreement shall be amended to read: "Exhibit A and A-1, as applicable...". All references in Article 5 in the existing Agreement to "...Software..." shall be amended to read: "...Software or Additional Software...". Exhibit A-1 will govern the additional services to be provided from April 1, 2012, until December 31, 2012.

2. A new paragraph numbered 39 is hereby added to the Agreement reading as

follows:

**“39. ADDITIONAL SOFTWARE AND LICENSE; ADDITIONAL IMPLEMENTATION SERVICES TO BE PERFORMED:**

**A. Additional Software.** Contractor, under the general direction of, and in coordination with, the City’s Manager of Finance or other designated supervisory personnel (the “Manager”) agrees to deliver and install the additional software listed on Exhibit A-1 (the “Additional Software”) along with adequate copies of any and all documentation and written materials fully describing the functionality and use of the Additional Software. Together, the Additional Software and documentation listed on Exhibit A-1 to this Amending Agreement shall become a part of the GenTax Software Version 7.0 licensed to the City under that certain Agreement executed simultaneously with this Agreement (City Contract Control No. CE 92004). Contractor will also perform integration services to ensure that the original Software and the Additional Software operate together as a fully functional and up-to-date version of the GenTax Software System. The Contractor warrants and represents that the documentation and written materials listed on Exhibit A-1 is a complete and accurate list of all available written materials describing the complete functionality and use of the Additional Software.

**B. Standard Customer Offer.** It is understood and agreed that the Additional Software to be provided hereunder (including any provided hardware), along with services and warranties associated with the Additional Software that are being provided to the City hereunder are also routinely provided to all customers on standard terms and conditions that were offered to the City and are agreed to by the City in this Agreement.

**C. Grant of License.** Contractor hereby grants to the City a perpetual, irrevocable, non-exclusive right and license to: (a) install, display, perform, and use the Additional Software; and (b) use all intellectual property rights necessary to use the Additional Software as authorized in subsection 39.A.

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

**E. Escrow.** Except as specified in an Exhibit to the Agreement, Contractor, at no expense to the City, will, within thirty (30) days after the signing of this Amending Agreement and continuously thereafter, deposit the Additional Software in source code form, including all enhancements, in escrow pursuant to Escrow Agreement No. 7290 between Lincoln-Parry SoftEscrow, Inc. and Contractor (“Escrow Agreement”). The following events automatically will

give City the right to cause the release of the applicable source code from Contractor or the escrow agent, whether or not contained in the Escrow Agreement, upon notice to Contractor or presentation of the Agreement to the escrow agent: (i) the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings; (ii) Contractor's making an assignment for the benefit of creditors; (iii) Contractor's dissolution or ceasing its ongoing business operations or sale, licensing, maintenance or other support of the Additional Software; or (iv) Contractor failing to pay the applicable fees due under the Escrow Agreement.

**F. Delivery and Acceptance of Additional Software:**

1. Contractor shall deliver the Additional Software and perform the integration services in accordance with Exhibit A-1. Contractor will pack, mark, label, document and deliver all Additional Software in accordance with the City's instructions and accepted industry standards.

2. Upon installation of the Additional Software, the City will test and evaluate same to ensure that it conforms, in the City's reasonable judgment, to the specifications outlined in Exhibit A-1. If the Additional Software does not conform, the City will so notify Contractor in writing in accordance with the phased acceptance schedule contained on Exhibit A-1. Contractor 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 Additional 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 Additional Software, or repudiates acceptance of it, Contractor will refund to the City all fees paid, if any, by the City with respect to the rejected product, and the City will cease using the Additional Software and return the Additional Software to the Contractor.

3. If the City is not satisfied with the Contractor's performance of the services described in Exhibit A-1, the City will so notify Contractor within thirty (30) days after Contractor's performance thereof. Contractor 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, Contractor will refund to City all fees paid by City with respect to such service.

**G. Warranties and Representations:**

1. **Warranty Periods.** Contractor will provide a Post Production Warranty Period for the Additional Software as described in Exhibit A-1. Notwithstanding anything to the contrary in Exhibit A-1, upon the expiration of

the Post Production Warranty Period, Contractor will provide extended warranty and maintenance support services for the Additional Software at no additional cost to the City in conjunction with the Contractor's maintenance subscription and support services for the original GenTax Software (Version 7.0) as set forth on Exhibit A to the GenTax Software Maintenance Agreement. All costs and expenses for extended warranty and maintenance support services for the Additional Software are contained in the Maximum Contract Amount.

**2. Representations. Contractor represents and warrants that:**

a. the Additional Software will conform to the requirements contained in Exhibit A-1 and the documentation referenced in Exhibit A-1 and will be substantially 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;

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 granted hereunder 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 Additional 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 Additional 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 Additional Software is furnished are and will be, under normal use, free from defects in materials and workmanship.

i. The Contractor further warrants, guarantees and agrees that in the event it fails to materially perform the duties and obligations required under this Agreement or in the event the Additional Software, or any unit or component thereof, becomes defective or fails to substantially perform in accordance with the documentation listed in Exhibit A-1 or the requirements contained in this Agreement and Exhibit A-1, the Contractor will from the period of April 1, 2012, until December 31, 2012, timely remedy such identified defects, deficiencies, and performance failures, including the provision of adequate repairs or replacements, and the reperformance of services, at Contractor's expense and at no expense to the City.

The failure to substantially perform under this Agreement shall mean significant defective, insufficient, incorrect, or improper performance by the

Contractor or the Additional Software which is not cured by Contractor within ten (10) days of written notice from the City specifically stating the failure or failures to perform (or, if such violation is not susceptible of cure within said ten (10) days and Contractor is pursuing a cure, such larger period as is reasonably necessary to cure such violation). Significant defective, insufficient, incorrect, or improper performance will mean the failure of the Contractor to respond to all Severity One response Agreements as such procedure is set forth on Exhibit A to the GenTax Software Maintenance Agreement. 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 material defect or nonconformity not apparent on examination, the City reserves the right to repudiate acceptance. In the event that the City finally rejects the Additional Software, or repudiates acceptance of it, Contractor will refund to the City all fees paid, if any, by the City with respect to the rejected product, and the City will cease using the Additional Software and return the Additional Software to the Contractor.

In addition, if the City is not satisfied with the Contractor's performance of the services, the City will so notify Contractor within ten (10) days after Contractor's performance thereof. Contractor will, at its own expense, re-perform the service within ten (10) 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, Contractor will refund to City all fees paid by City with respect to such service.

This warranty/guarantee commitment shall be in addition to any other warranty supplied by the Contractor or otherwise required under this Agreement. In addition, Contractor shall have or establish a single, local source that will accomplish or coordinate any necessary warranty work. The City expressly reserves any and all remedies available to it at law."

3. Paragraph **3.D.** of the Agreement, entitled "**Maximum Contract Liability**", is amended to read as follows:

**"D. Maximum Contract Liability:**

**(1)** 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 Contractor under the terms of this Agreement, if all Renewal Terms are exercised, for any amount in excess of **Five Million, Four Hundred Thousand Dollars (\$5,400,000.00)** (the "Maximum Contract Amount") payable in accordance with Exhibits A and A-1. The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement for any services and that any services performed by the Contractor beyond that specifically

described herein are performed at Contractor's risk and without authorization under this Agreement.

(2) The Parties agree that the City's payment obligation, whether direct or contingent, shall extend only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The Parties agree that (a) the City does not by this agreement irrevocably pledge present cash reserves for payment or performance 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."

4. Paragraph **10** of the Agreement, entitled "**INSURANCE**", is deleted and restated as follows:

**"10. INSURANCE:**

**A. General Conditions:** Contractor 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. Contractor 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 requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement and shall reference the City contract number listed on the signature page of this Agreement. Said 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. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor 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 Contractor. The Contractor 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:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as **Exhibit C**, 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 Contractor'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, Contractor and subcontractor'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, Contractor's insurer shall waive subrogation rights against the City.

**E. Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, 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 Contractor. Contractor 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 subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

**F. Worker's Compensation/Employer's Liability Insurance:** Contractor 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. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor'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 Contractor executes this Agreement.

**G. Commercial General Liability:** Contractor 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:** Contractor 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. Professional Liability:** Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**J. Crime/Employee dishonesty:** Contractor shall maintain coverage limits of \$1,000,000 during the then current term.

**K. Additional Provisions:**

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

(i) That this Agreement is an Insured Contract under the policy but only to the extent of bodily injury or property damage to a third party;

(ii) Defense costs are in excess of policy limits;

(iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and

(iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) 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.

(3) Contractor 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



Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.”

5. Paragraph **36** of the Agreement, entitled “**NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT**”, is deleted and restated as follows:

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

**A.** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

**B.** The Contractor certifies that:

**(i)** 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.

**(ii)** 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 Contractor also agrees and represents that:

**(i)** It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

**(ii)** It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

**(iii)** 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.

**(iv)** It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

**(v)** If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City

within three (3) days. The Contractor will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(vi) 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 D.R.M.C. 20-90.3.

D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.”

6. Paragraph 37 of the Agreement, entitled “**CONTRACT DOCUMENTS: ORDER OF PRECEDENCE**”, is deleted and restated as follows:

“**37. CONTRACT DOCUMENTS: ORDER OF PRECEDENCE:** This Agreement consists of Paragraphs 1 through 40, which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Exhibit A	Performance Objectives and payment Terms
Appendix A to Exhibit A	System Scope
Appendix B to Exhibit A	Production Issues
Exhibit A-1	Scope of Work/Budget/Description of Additional Software
Exhibit B	Description of original Software
Exhibit C	Certificate of Insurance

In the Event of an irreconcilable conflict between a provision of Paragraphs 1 through 40, and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which

document shall control to resolve such conflict, is as follows, in descending order:

Paragraphs 1 through 40  
Exhibits A and A-1  
Exhibit B (in its entirety)  
Exhibit C”

7. A new Paragraph **40** of the Agreement, entitled “**ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**,” is added to read as follows:

**“40. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor 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.”

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

9. This Amendatory Amendment may be executed in counterparts, each of which is an original and constitute the same instrument.

10. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**END**

**SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE:**

**Exhibit A-1**  
**Exhibit C**

**Contract Control Number:** TECHS-CE06001-01

**Contractor Name:** FASTENTERPRISES LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of June 25, 2012.

SEAL



**CITY AND COUNTY OF DENVER**

ATTEST:

Juan Guzman  
Juan Guzman, Deputy Clerk &  
Recorder

By Michael B Hancock  
Michael B Hancock, Mayor

APPROVED AS TO FORM:

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

REGISTERED AND COUNTERSIGNED:

By Cary Kennedy  
Cary Kennedy, Manager of  
Revenue/Chief Financial Officer

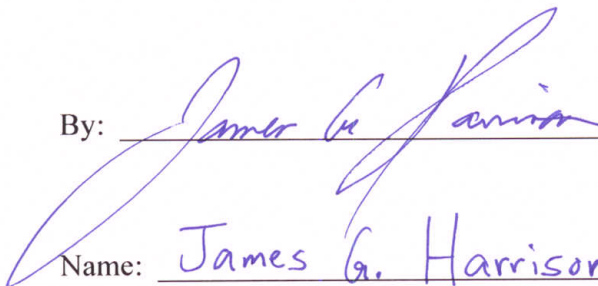
By Victoria Ortega  
Victoria Ortega, Assistant City  
Attorney

By Dennis J. Gallagher  
Dennis J. Gallagher, Auditor



**Contract Control Number:** TECHS-CE06001-01

**Contractor Name:** FASTENTERPRISES LLC

By: 

Name: James G. Harrison  
(please print)

Title: Member  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



# EXHIBIT A-1

## SCOPE OF WORK

TCS Project – Phase 2: Taxpayer Access Point

### 1. To Be Provided by Contractor

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#### 1.1 General In Scope Work

Fast Enterprises LLC (Fast) will provide services to install and configure the Taxpayer Access Point (TAP) software application for the following tax types administered by the City and County of Denver (CCD):

- Sales Tax
- Use Tax
- Occupational Privilege Tax (OPT)
- Telecommunications Business Tax (TBT)
- Facilities Development Admissions (FDA) Tax
- Lodger's Tax

Fast will implement TAP to perform the following key functions and business processes for the tax types listed above.

**Table 1** – Key Functions and Business Processes

Major Online Functions	Key Business Processes
<ul style="list-style-type: none"><li>• Taxpayer registration</li><li>• Return submission without login</li><li>• Return submission with login</li><li>• Account management</li><li>• Payment (via interface)</li><li>• Refund status</li><li>• Up to five (5) additional request types</li></ul>	<ul style="list-style-type: none"><li>• Registration</li><li>• Return data entry</li><li>• Web Request processing</li><li>• Follow-up case creation in GenTax</li><li>• Payments - integration with Cashiering</li><li>• Refunds</li><li>• Online correspondence</li></ul>

This Statement of Work (SOW) reflects the GenTax methodology that will be used to execute this project.

GenTax will provide business capabilities described in Table 1 above.

This project is based on taking advantage of the functions, features, and processes native to TAP. It is not Fast's intention to build additional site-specific components to deliver the Key Functions and Business Processes described above. The goal is to take advantage of TAP capabilities, not rebuild them.

## 1.2 General Out Of Scope Work

- CCD resource, project, and technical management
- Installation and/or configuration of required hardware and network resources beyond GenTax service installation
- Taxpayer community training and/or communication
- CCD Help Desk training for taxpayer issues
- Modifications to any existing systems to which TAP will interface
- Interfacing with OASIS Property Management System
- Credit Card payment processing (interface is supported)

## 2. Interfaces

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This section describes the required interfaces for this SOW as it relates to TAP within the City and County of Denver (CCD) Enterprise. Fast will design, develop, and implement all automated interfaces required for TAP. Fast will leverage existing TAP capabilities where such capabilities meet the underlying business requirements. When customizations are required for an interface, Fast will design and construct such interfaces with a preference for the architectural direction of the City.

Interface planning and design shall be pursued collaboratively between the TCS vendor and the CCD Enterprise Architect. CCD shall have final approval authority for all interface designs and implementations. When a mutual agreement on interface design cannot be reached, the following escalation path will be followed for resolution:

1. Deputy Chief Information Officer
2. Chief Information Officer
3. Chief Operating Officer.

Known interfaces at this time include:

**Table 2** – Description of all In Scope Interfaces for this Project:

<b>Name</b>	<b>Description</b>
Cashiering	Submission of payments using ACH will be processed by the City's existing cashiering system.  Credit Card payments must be completely processed by a third party.

### 2.1 Site-Specific Code

Fast will be responsible for coding and testing all site-specific code. Fast will endeavor to program such site-specific code so it can be carried forward with little or no modifications when CCD decides to upgrade. Carry forward of site-specific code may be impacted by upgrades that

incorporate new third party technology, such as new versions of programming languages or of the Database Management System (DBMS).

## ***2.2 Change Management & Taxpayer Education***

Change Management and Taxpayer Education services during the course of the implementation are the responsibility of CCD. Fast will provide information regarding the TAP application and its configuration at CCD.

Fast's responsibilities in this area include facilitating discussions and assisting CCD in change management planning including:

- Vision and strategy planning
- Communication planning
- Pilot test planning
- Deployment planning

## **3. Project Management**

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### ***3.1 Project Management***

The Contractor will provide an on-site Project Manager to directly manage all contractor activities and contractor's staff. CCD will provide a Project Director to oversee the entire project. Contractor Project Manager assigned to the project shall have qualifications which, at a minimum, include experience supporting the existing GenTax installation for CCD.

As a part of its project management duties, the Contractor will attend informational and project status meetings as requested.

### ***3.2 Project Reporting***

Fast will provide information about the status of the project to the CCD Project Director when requested. Project information will be drawn from that available within the GenTax Implementation Methodology. The Pull List and any open Decision Requests will form part of the project status information.

### ***3.3 Change Control Management***

The Contractor will use the Change Control Management Plan established during TCS Phase 1, which establishes the roles and responsibilities, policies, guidelines, processes and procedures necessary for controlling and managing project changes during the life of the project.

Any changes to this Statement of Work will be made in accordance with the governing contract (for example, changes to the project scope, budget, timing, roles and responsibilities).



## **4. Project Logistics**

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### ***4.1 Use of SharePoint***

Fast will utilize an already established CCD electronic project repository on SharePoint dedicated specifically to the TCS project. This repository will contain all work products, project deliverables, memos, Issues, Risks, Decision Requests, and all other project documents. Fast will use existing document creation, naming, and version control procedures established during TCS Phase 1.

### ***4.2 Project Facility***

CCD will secure a suitable project facility with sufficient space for accommodating Contractor's personnel and the total project team. The project facility will be co-located with the Treasury and Office of Controller functional teams assigned to this project. The project facility will be available to Fast 24 hours a day, seven days a week, including holidays and with the appropriate security clearances.

## 5. Implementation Methodology

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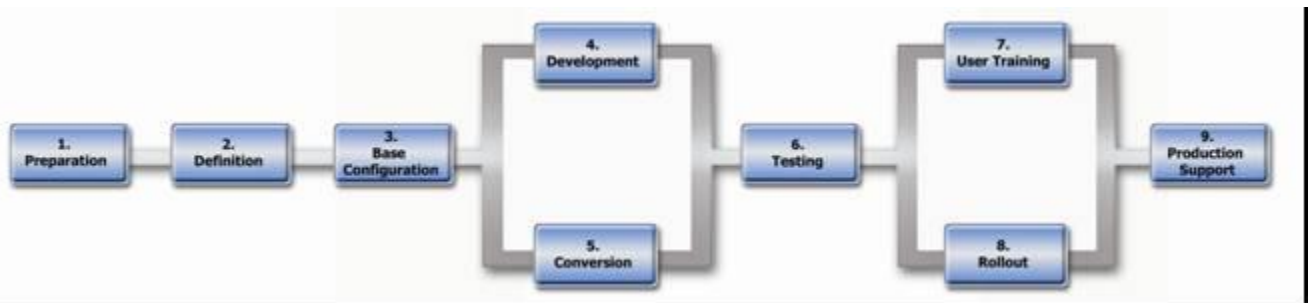
The GenTax Implementation Methodology will be used to guide all aspects of the project. This methodology is designed for the implementation of a COTS product in general and GenTax (including TAP) in particular. It has been a critical success factor in each of Fast's production implementations.

A recurring theme in the methodology is the use of iterative cycles to complete tasks. The underlying philosophy is to perform small increments of work, submit those for review and verification, incorporate the feedback from the reviews back into the next small increment of work and continue in this manner until the work products are deemed acceptable. This approach ensures that incremental adjustments or changes required to stay on track can be made without retracing too many steps.

The methodology:

- Emphasizes working with actual system components rather than on documents describing the components;
- Applies the rule of declining returns: Never try to define anything 100%; It is the nature of systems that change is constant; "Analysis paralysis" will undoubtedly set in; It is better to move forward and react to change than wait for change to cease;
- Involves users early and often;
- Empowers project participants to make decisions; A bad decision can be corrected; No decision translates to no progress;
- Need not proceed strictly from left to right in the chart below; Phases can be executed out of sequence, and they can overlap and run in parallel.

The methodology is comprised of the nine phases shown in the diagram below



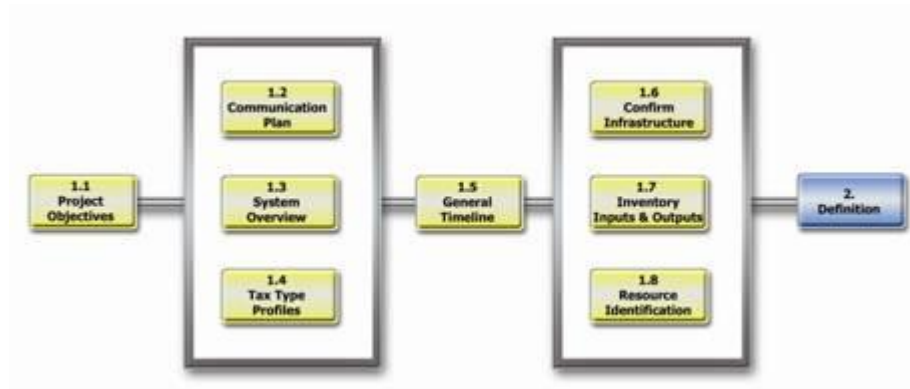
The steps of the Methodology are outlined below in greater detail.

# Preparation

The **PREPARATION** phase develops the roadmap that will define how the implementation is executed.

Deliverables include:

- Project Plan Document



## 5.1 *Project Objectives*

The project management team identifies, documents, and communicates the objectives of the project.

## 5.2 *Communication Plan*

The Communication Plan identifies the approach to communicating upcoming changes throughout the agency.

## 5.3 *System Overview*

Fast Team Leads provide an introduction of the functional capabilities of GenTax to agency technical, administrative, and end user full- and part-time team members.

## 5.4 *Tax Type Profiles*

Not applicable.

## 5.5 *Confirm Infrastructure*

This step ensures that the project infrastructure is in place. This includes location, network, hardware, development software, and associated logistics.

Confirmation of the project infrastructure is usually done in parallel with a review of the technical infrastructure. This review includes network, hardware, operating system and desktop

software, and determination of what changes in infrastructure, if any, are required for the production system.

The Technology Plan artifact is prepared.

### ***5.6 Inventory Inputs & Outputs***

A list of forms to be deployed in TAP is produced along with expected volumes.

CCD will likely require site-specific letters, interfaces, and functions associated with the TAP implementation. An inventory is created to track these items.

### ***5.7 Resource Identification***

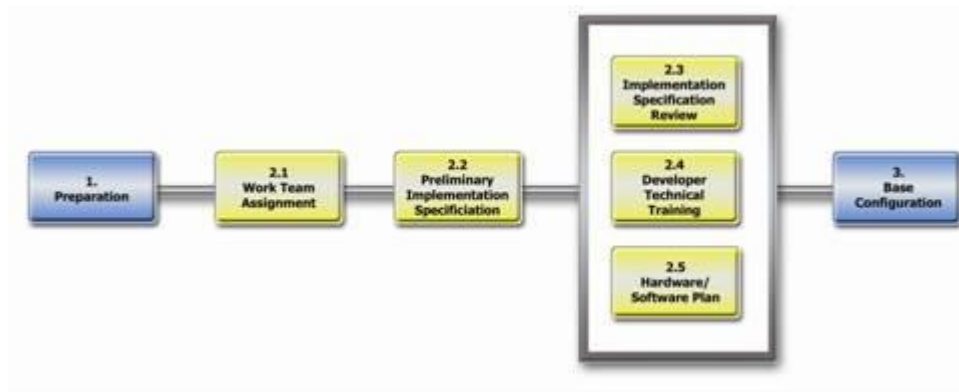
The roles needed for the implementation of GenTax are identified and documented.

## Definition

The **DEFINITION** phase is the first step each team takes in defining the work that will be performed to deliver TAP.

Deliverables include:

- Implementation Specifications.



### 5.8 *Work Team Assignment*

Project resources are assigned to teams.

### 5.9 *Preliminary Implementation Specification*

The team creates the preliminary Implementation Specification document.

The Implementation Specification artifact includes:

- Description of proposed TAP functionality
- Known development work to be performed

### 5.10 *Implementation Specification Review*

The Implementation Specification Review consists of one or more meetings organized by the Team Lead(s) to communicate and verify the Implementation Specification among the other teams and associated user representatives. The Implementation Specification Review is also used to adjust the resource allocation based on the tasks that are identified.

### 5.11 *Technical Training*

Since Fast will be responsible for maintenance and post production support under this Statement Of Work, technical training will focus on the following activities:

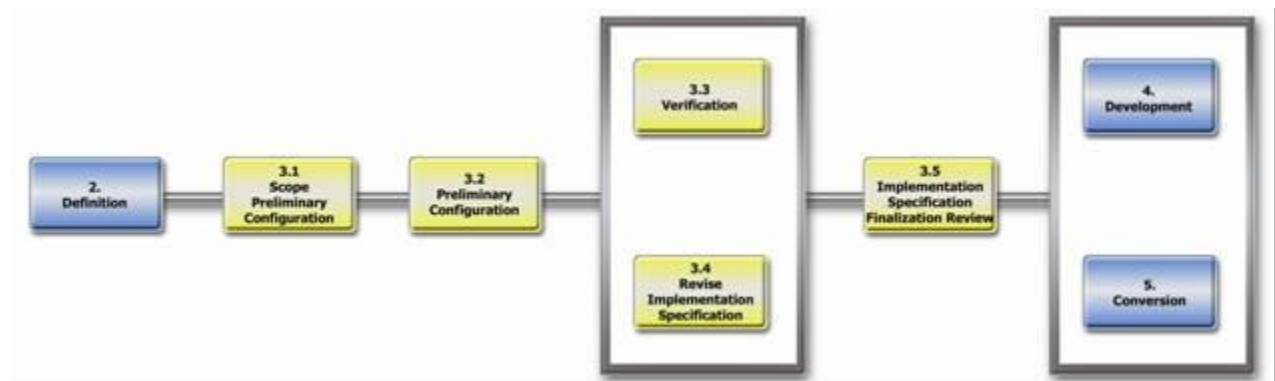
- TAP Server Administration
- TAP Architecture and interaction with GenTax
- Technical Environment

## ***5.12 Hardware/Software Plan***

The **Hardware/Software Plan** describes the strategy and timing for the use of existing inventory and/or new purchases to establish the implementation platform.

## Base Configuration

The **BASE CONFIGURATION** phase structures and implements the TAP starting point for the rollout. Once the baseline is in place, the system will support basic navigation and processing. The final output of this phase is a set of finalized Implementation Specifications that define the remaining work.



### 5.13 *Scope Preliminary Configuration*

Using the preliminary Implementation Specifications, a subset of items are identified that will be implemented as the TAP baseline. The baseline normally consists of items that do not require enhancements or programming, but some such activities may be included, particularly if they are high profile or critical to business operation.

### 5.14 *Preliminary Configuration*

The teams carry out the design and configuration tasks for the items identified in the **Scope Preliminary Configuration**.

### 5.15 *Verification*

At this point, end user team members get their first hands-on exposure to their installation of TAP. The **Verification** step is both a communication and revision mechanism for the teams. At this time, the system is not yet complete and instabilities should be expected.

It is important to remember that the goal of this step is not to present a complete, robust, production-ready system, but rather to confirm the direction being taken.

### 5.16 *Revise Implementation Specifications*

The Implementation Specifications are revised to incorporate input obtained during the **Verification** step.

### 5.17 *Implementation Specification Finalization Review*

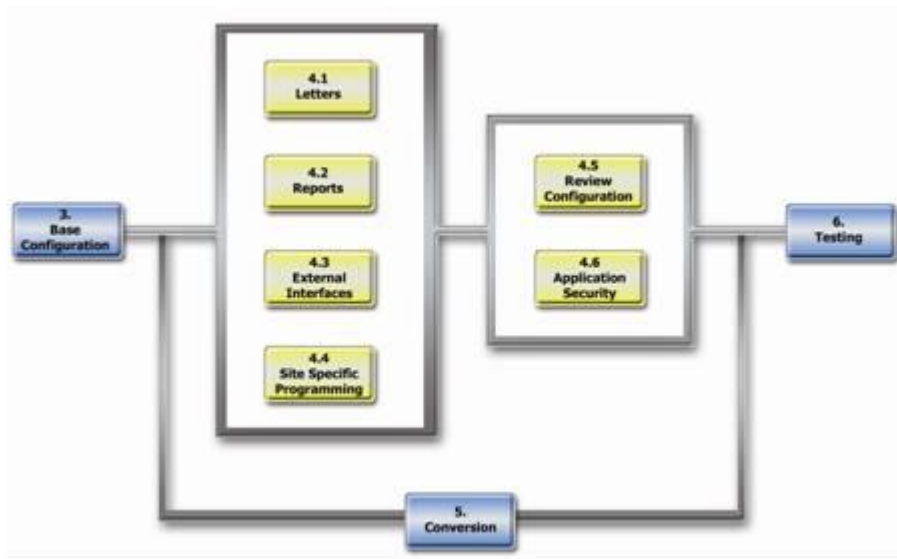
The revised Implementation Specifications are reviewed and this artifact is finalized in one or more meetings organized by the team lead(s) to communicate and verify the Implementation

Specifications among the other teams and associated user representatives. This provides the team with the roadmap for development.



## Development

During **DEVELOPMENT**, the finalized Implementation Specifications guide developers while they perform detailed configuration and any required programming.



### **5.18 Letters**

Perform the configuration and development needed to implement the in-scope letters.

### **5.19 Reports**

Perform the configuration and development needed to implement and unit test the in-scope reports by utilizing GenTax Reports Manager, Query Manager, and Data Mart Manager.

### **5.20 External Interfaces**

Perform the configuration and development needed to implement the in-scope interfaces.

### **5.21 Site-Specific Programming**

Develop the necessary site-specific programs.

### **5.22 Review Configuration**

As the Development phase progresses, configuration and programs are repeatedly made available to the users to allow hands-on review of the new system. This allows the project team quickly to identify and remedy issues prior to moving the configuration to the more controlled and stable system-testing environment.

This review is done in the “development” environment, so it is important to remember that the configuration may be in a state of flux.

## **5.23 Application Security**

A security implementation strategy, structure, and plan are developed. The agency begins to gather user functional access requirements.

### **Data Conversion**

Not applicable.

### **Testing**

The **TESTING** phase ensures that the new system is able to meet the business needs in a stable manner. This includes identification of system and specification instabilities or issues.

The Contractor shall be responsible for designing, implementing, and managing existing TCS Phase 1 test environment that includes architecture, testing, approach, processes, materials, and test tools. Testing should comprehensively verify CCD configured system functionality, site-specific functionality and performance at unit, integration, and system levels. The contractor shall demonstrate test readiness, verify validity of test results, and verify stability of the system before moving to production.

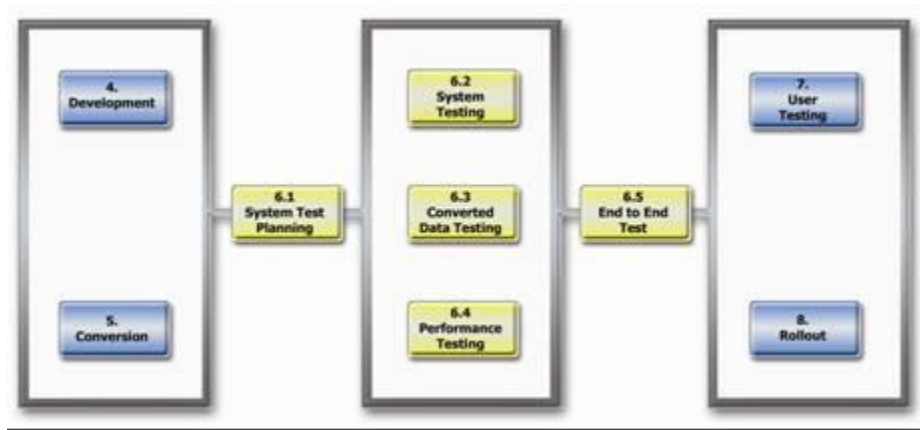
Requirements:

At a minimum, the Contractor shall:

- Design, implement, manage, and control the testing environment
- Design, implement, manage testing activities from the test plan to include, at a minimum –approach, logistics, identification and training of testers, testing tools, schedules, and defect tracking approach
- Lead all project testing efforts
- Ensure that appropriate people are assigned and scheduled to the testing effort
- Gather, document, interpret, and report test results
- Identify, prioritize, and resolve defects
- Ensure that all of the CCD requirements as agreed to in this SOW are tested
- Assist CCD in developing business test scenarios and expected test results
- Contractor shall assist in End-to-End (User Acceptance) Testing and be accountable for resolving any defects identified as a result of conducting these tests.

Deliverables will include:

- Test Plan Document



### ***5.24 System Test Planning***

Towards the end of the **DEVELOPMENT** phase, while unit testing is taking place, system test planning begins. System testing is focused on testing business functions as opposed to individual screens or background processes.

The **System Test Plan** will identify:

- Business test areas
- System testing execution approach
- Modules targeted for performance testing
- End-to-end testing approach
- Acceptance criteria

### ***5.25 System Testing***

The **System Test Plan** is executed.

Anomalies identified at this step are recorded and tracked to resolution.

### ***5.26 Converted Data Testing***

Not applicable.

### ***5.27 Performance Testing***

A selection of high volume items, both online and batch, are selected and used to:

- Plan background processes
- Ensure response times
- Validate network throughput

### ***5.28 End-to-End Test***

The end-to-end test is the final step prior to the production rollout of GenTax. During this step, the system is cycled through standard business processing for each tax type. This test simulates anticipated production processing schedules including receiving inputs and generating output to external sources.

TAP End-to-End testing will include pilot testing by CCD identified taxpayers. Contractor will support this CCD led initiative.

### ***5.29 System Test Plans***

The Contractor will be responsible for preparing 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 and correspondence work in accordance with CCD requirements
- All scripts or job streams run properly
- All interfaces function properly

This test plan must be drafted in cooperation with CCD Project management and subject matter experts.

System test scripts will be written by end users based on scripts previously used for TCS Phase 1 and additional TAP scripts provided by Contractor.

### ***5.30 Application System Testing***

The Contractor will be responsible for conducting system tests in accordance with the approved TCS system test plans. All system test results must be documented, exceptions analyzed and any software defects corrected. The Contractor will lead 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 End-to-End test which will follow. Minimal software and configuration bugs are defined as no significant defects that would delay the timely completion of the End-to-End Test.

### ***5.31 Performance, Stress, and Volume Testing***

The Contractor will perform Performance, Stress, and Volume testing during the End-to-End Test Phase. Each test will be administered by the Contractor, observed, and approved by CCD staff. The following metrics will be utilized:

- The system simulates the online activities of 50 concurrent users performing pre-scripted activities.
- GenTax is able to accept the additional load of TAP into its batch processing cycle so that processing completes before the start of the next business day (8am).

### ***5.32 End-To-End Test Planning***

The Contractor’s Test Plan deliverable will contain an End-To-End Test (E2E) approach, based on CCD input. The approach must include:

- Structuring of the test cycles
- Organizing the test tracking, outcome tracking, and exception follow-up procedures
- Identifying required resources to conduct the user acceptance testing
- Created detailed testing timeline

The E2E activities will focus on CCD's most important business scenarios but will include comprehensive testing of the software to ensure that it delivers required functionality.

### ***5.33 End-To-End Test Scripts***

The Contractor will 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 scenarios
- User actions
- Expected processing outcomes

### ***5.34 End-To-End Test Training and Preparation Assistance***

The Contractor will provide training to CCD team members so that they can create scripts and testing instructions based on test objectives and business scenarios identified in End-to-End Test Planning. However, CCD's primary training and preparation for End-to-End Testing will be the knowledge and experience gained by working on the day-to-day project. The Contractor will also review scripts, identify script errors, and assist CCD in rectifying such script errors

### ***5.35 End-to-End Testing Assistance***

CCD will be responsible for conducting End-to-End testing of the entire application. During End-to-End testing CCD will take responsibility for submitting offline jobs, performing backups and restoring databases as required. The Contractor will 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.

Successful completion of these tests shall be required as specified in the Test Plan deliverable.

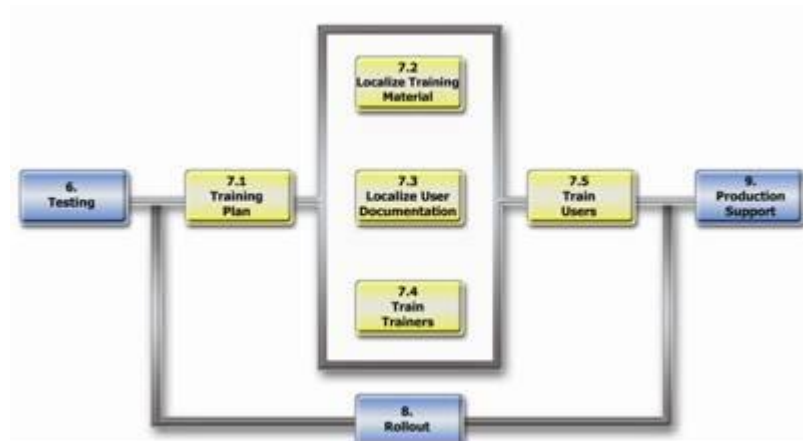
## 6. User Training

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During the **TRAINING** phase, user documentation is prepared and users are trained to use the new system.

Deliverables will include:

- Training Plan Document



### 6.1 Training Plan

Two types of training will occur: Internal GenTax user training and external taxpayer training. The **Training Plan** lays out the approach to both methods including:

- Selecting the training methods, venue and equipment
- Deciding on the format - presentation versus hands-on
- Identifying trainers (“Train the Trainer”) and trainees (if needed)
- Coordinating with testing activities
- Analyzing the impact on agency organization and scheduling
- Preparing the overall training schedule

### 6.2 Localize Training Material

Standard GenTax user training material is localized to reflect the CCD configuration. This material is used to prepare training activities.

### 6.3 Localize User Documentation

This step defines the end-user documentation, including online, paper and “quick reference” materials. The documentation is delivered to the end users.

### 6.4 Train Trainers

Training is delivered using a “Train the Trainer” approach. CCD trainers are provided with instruction and standard training documentation. These CCD trainers will then prepare the final

training materials and delivering the training to end users. Fast works with the CCD trainers providing guidance and support to their tasks.

## **6.5 *Train Users***

Users are trained.

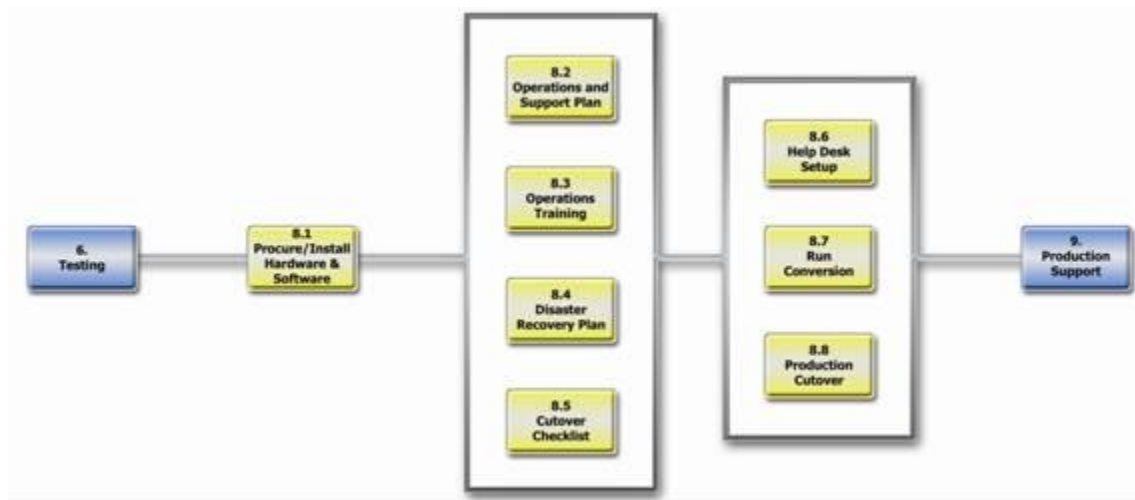
## 7. Rollout

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The Rollout Phase delivers TAP to production.

Deliverables will include:

- Updated Operations and Support Plan Document
- Updated Technical Documents
- TAP installed in production



### 7.1 *Procure/Install Hardware & Software*

The hardware and software for the production environment is purchased, installed, configured, and tested.

### 7.2 *Operations and Support Plan*

The **Operations and Support Plan** details how the new system will be supported in production. This includes hours of operation, on call support, hardware responsibilities, application responsibilities, and support team structure. The existing Operations and Support Plan will be updated.

### 7.3 *Operations Training*

The **Operations Manual** details the processes associated with the day-to-day operations required, including:

- Bringing the application up or down
- Executing scheduled tasks
- Diagnosing and remedying common problems
- Scheduling backups



#### ***7.4 Disaster Recovery Plan***

Fast provides consulting to assist in updating the agency's existing **Disaster Recovery Plan** to cover the TAP application and its platform. Consulting focuses on strategies the agency has or will implement to mitigate the impact of unforeseen events that affect TAP availability.

#### ***7.5 Cutover Checklist***

The **Cutover Checklists** provide the lists of interrelated steps and activities that must be coordinated to ensure a smooth and successful rollout.

A high-level checklist is prepared for general consumption within the agency to communicate the general schedule. A detailed, step-by-step, hour-by-hour checklist is prepared for the project team to follow.

#### ***7.6 Run Conversion***

Not applicable.

#### ***7.7 Production Cut Over***

The system goes live. Desk-side support is provided to end users and operations are carefully monitored.

## Attachment 1 – Project Phasing Schedule

TAP will be implemented on the following (approximate) schedule.

**Table 3 – Proposed Project Timeline**

Scope	Start	End	Duration	Milestones
<b>TAP Installation</b>	<b>27-Feb</b>	<b>9-Mar</b>	<b>2 weeks</b>	<b>TAP Software Installed</b>
<b>Preparation</b>	<b>12-Mar</b>	<b>30-Mar</b>	<b>3 weeks</b>	<b>Project Plan Developed, Core Project Team Trained</b>
<b>Definition</b>	<b>19-Mar</b>	<b>13-Apr</b>	<b>4 weeks</b>	<b>Implementation Specifications Defined</b>
<b>Base Configuration</b>	<b>16-Apr</b>	<b>18-May</b>	<b>~5 weeks</b>	<b>Definition Complete</b>
<b>Development</b>	<b>30-Apr</b>	<b>1-Jun</b>	<b>~5 weeks</b>	<b>Base Configuration Complete</b>
<b>Testing</b>	<b>28-May</b>	<b>3-Aug</b>	<b>~10 weeks</b>	<b>Testing Preparation Complete</b>
<b>Training</b>	<b>23-Jul</b>	<b>3-Aug</b>	<b>~2 weeks</b>	<b>User Training Preparation Complete</b>
<b>Rollout</b>	<b>6-Aug</b>	<b>6-Aug</b>		<b>Production Cutover Complete –TAP Application in Production by CCD</b>
<b>Post Production Warranty Period</b>	<b>7-Aug</b>	<b>8-Oct</b>	<b>2 months</b>	<b>TAP Application in Production by CCD for two months.</b>
<b>Extended Warranty/ Maintenance Support</b>				<b>BY SEPARATE AGREEMENT</b>

~ - indicates that task duration is estimated

## **Attachment 2 – Section A: Project Artifacts and Payment Schedule**

Fast is responsible for producing the following deliverables during the project. Acceptance criteria will be based on the deliverables described within the GenTax Implementation Methodology contained in this SOW.

1. TAP Transferable Software License Fee - \$350,000 & Increased Annual Support and Maintenance Fee - \$50,000/year
  - The license is defined as a “site license” which is similar to an enterprise license. It means that there is one license, but anyone in the City is allowed to use it so long as it’s used for tax collection-related work.
  - CCD will be charged an additional \$50,000 per year for support and maintenance fees to cover TAP. For the first year, this amount will be pro-rated monthly starting on the invoice date for the TAP License.
2. Definition and Base Configuration Complete - \$75,000
  - Project Plan
  - Implementation Specification – An Implementation Specification will be prepared and delivered by Fast. The artifact includes a description of functionality and known development work to be performed.
3. Test and Training Preparation Complete - \$25,000
  - System Test Plan Document –explains the testing methodology.
  - Training Plan Document
4. Production “Rollout” of TAP - \$100,000
  - Updated Technical Documentation
  - Updated User Documentation
  - Rollout Checklist
  - Updated Operations and Support Plan
  - Updated Operations Manual
5. Post Production Warranty Period –\$40,000 (return of retainage)
  - TAP is running in the production environment for two months with no severity 1 defects (defined in existing Contract).
  - System is operational and can perform all key business functions as described in this SOW.

## **Attachment 2 – Section B: Detailed Project Artifacts and Payment Description**

The project payment **deliverables** are defined as follows:

1. The TAP Transferable License Fee and increased Software Maintenance Fee are invoiced once the TAP software is installed on a City server; the databases for the development environment are set up; a TAP application server is set up; and the City verifies that all of the above have been completed successfully.
2. The “Definition and Base Configuration Complete” deliverable is when the project objectives have been confirmed; the Project Plan has been prepared; TAP system overviews have been presented; Implementation Specifications have been delivered for review; and base configuration has been demonstrated to City Staff.
3. The “Test and Training Preparation Complete” deliverable is when the initial list of site specific code has been designed and coded; the configurations have been implemented; the System Test Plan has been prepared; the system test users have been trained; system test has started as determined by CCD; the Training Plan has been prepared; the trainers have been identified; and the training material has been prepared.
4. The “Rollout” deliverable is when system testing has been completed; performance testing has been executed; End-to-End testing has been completed; technical and user documentation have been updated; the Rollout Checklist has been prepared and the Operations and Support Plan has been updated; the Operations Manual has been updated; the City has given approval for TAP to “Go Live”; and TAP is running in the production environment as determined by CCD.
5. Post Production Warranty Period deliverable is when the GenTax system has been running in Production for two months with no Severity 1 defects (defined in existing contract).

## Attachment 2 - Section C: Project Phases and Payments

**Table 4 – Project Phases and Payments**

<b>Phase #</b>	<b>Item/Deliverable</b>	<b>Deliverable Amount</b>	<b>Retainage</b>	<b>Payment Amount</b>
I. GenTax Installation	TAP Software License Fee	\$350,000	0	\$350,000
II. Definition and Base Configuration Complete	Project Plan Implementation Specifications	\$75,000	\$15,000	\$60,000
III. Test and Training Preparation Complete	Test Plan Training Plan	\$25,000	\$5,000	\$20,000
IV. Rollout	User Documentation Updated Technical Documents Updated Operations and Support Plan Updated	\$100,000	\$20,000	\$80,000
V. Post Production Warranty Period	Invoice at completion of the Post Production Warranty period			\$40,000 *
<b>Totals</b>		<b>\$550,000</b>	<b>\$40,000</b>	<b>\$550,000</b>

\* Note: CCD will be billed \$ 40,000 at the end of the post production warranty period two months after the TAP system has gone “live”.

Each of the deliverable payments above is contingent on the approval of the related deliverable by CCD’s Project Director and satisfactory performance of Contractor responsibilities listed in this Statement of Work. Payments are subject to 20% percent retainage in accordance with the payment schedule above.

CCD will either accept and approve deliverables or communicate a reason for rejecting a deliverable within 10 business days of receiving the deliverable.

Client#: 74

EXHIBIT 'C'

FASTENT

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/15/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER: Moreton & Company - Idaho, P.O. Box 191030, Boise, ID 83719, 208 321-9300. CONTACT NAME: PHONE (A/C, No, Ext): 208 321-9300, FAX (A/C, No): 208-321-0101. INSURER(S) AFFORDING COVERAGE: INSURER A: Zurich American Insurance Compa, INSURER B: American Guarantee & Liability.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, Professional Liability, and Crime.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required). Miscellaneous Coverage - Errors & Omissions - Pol.# GLC9806620. Consultants Professional Limit #1: 5,000,000 Ded.#1: \$10,000.00 Ded.#1 Basis: Per Claim Limit #2: 5,000,000 Ded.#2: \$25,000.00 (See Attached Descriptions)

CERTIFICATE HOLDER: City and County of Denver, General Services, 201 W. Colfax Ave., Dept. 304, 11th Floor, Denver, CO 80202. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

## DESCRIPTIONS (Continued from Page 1)

Miscellaneous Coverage - Crime - Pol.# MPL9806565

Employee Theft Limit #1: 1,000,000 Ded.#1: \$10,000.00

Estimated annual sales 2006/2007 \$25-30 million

City and County of Denver, its elected and appointed officials, employees and volunteers added as an Additional Insureds under the General Liability, Auto and Umbrella section per Blanket Additional Insured Endorsement. Waiver of Subrogation in favor of certificate holder pre blanket general liability endorsement.