

REVIVAL AND SIXTH AMENDATORY AGREEMENT

THIS REVIVAL AND SIXTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **ACCENTURE LLP**, an Illinois limited liability partnership, whose address is 500 W Madison St Lbby 20, Chicago, IL 60661-4516 (the “Contractor”), individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties entered into an Agreement dated October 29, 2013, an Amendatory Agreement dated July 13, 2015, a Second Amendatory Agreement dated November 25, 2015, a Third Amendatory Agreement dated November 7, 2018, a Fourth Amendatory Agreement dated December 23, 2021, and an Assignment and Fifth Amendatory Agreement dated October 26, 2022, to provide management software for buildings and facilities (collectively, the “Agreement”);

WHEREAS, the Agreement expired by its terms on December 31, 2022, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective January 1, 2023, all references to Exhibits A, A-1, A-2, A-3, A-4, and A-5 in the existing Agreement shall be amended to read Exhibits A, A-1, A-2, A-3, A-4, A-5, and A-6, as applicable. Exhibit A-6 is attached and will control from January 1, 2023.
2. Section 2 of the Agreement, titled “**TERM**,” is amended to read as follows:

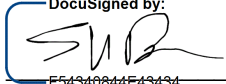
“2. **TERM**: The term of the Agreement (“Term”) shall commence on October 1, 2013, and expire, unless sooner terminated, on December 31, 2024.”
3. Except as amended here, the Agreement is affirmed and ratified in each and every particular.
4. This Revival and Sixth Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.
5. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A-6**, Project Services.

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By:

Contract Control Number:
Contractor Name:

TECHS-202265986-06 (201313134-06)
ACCENTURE LLP

By:  F54340044E43434...

Name: Steve Brindle
(please print)

Title: Managing Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-6**Project Services**

Project services are consulting services performed by Accenture (Formerly Advoco) project delivery and technical teams. A task order will be drafted and submitted prior to engagement for each scope of work requested. Hourly rates by year over the duration of the contract term:

Skills	2023	2024
Project Consulting Services	\$243	\$252
Project Technical Services	\$243	\$252
Project Training	\$243	\$252

Post Implementation and Support Services

Post Implementation services agreement is prepaid annually each year for a term of 2 years ending December 31, 2024. The pricing for each year is based on the Advoco (Accenture) EPIC-40 Post Implementation selecting, consisting of a minimum of 40 hours per month service level (to be prorated for year one based on 400 hours).

Thirty days prior to the end of each year, both parties will participate in a review of the number of hours for the year in progress and any necessary adjustments to the service level for the following year will be agreed upon by both parties before going into effect at the start of the next year.

Note: More details on what is included as a part of the Post Implementation Consulting and Support Services are provided in subsequent sections.

Year	Term	Service Level	Hourly Rate	Annual Cost
1	March 1, 2023 through December 31, 2023	EPIC 40	\$203	\$60,900*

*= This amount is prorated for 2023, based off of a 9 month term (April 1, 2023 through December 31, 2023) after corrections from the stop gap period. Actual invoice amount will be prorated based on effective date of this agreement.

Service Level Options Year 2 and Associated Rates

Year	Term	Service Level	Hourly Rate	Annual Cost
2	January 1, 2024 through December 31, 2024	EPIC 40	\$212	\$101,760
2	January 1, 2024 through December 31, 2024	EPIC 60	\$203	\$146,160

Post Implementation Consulting and Support Services

A team of experienced Infor (Hexagon) EAM consultants will be available for your use by phone, email or online. Customers find this offering especially helpful when requiring user support, system administration, and technology support.

Additionally, as new formal projects are identified that need our project delivery team (per Exhibit A), Accenture will continue to support City of Denver in the most efficient and cost effective way.

Post Implementation and Support Services Scope:

Accenture provides the following services within our standard Post Implementation Consulting:

- End user and system training
- System administration function and configuration, including
 - o Screen and Grid design, user security modifications
 - o Uploads imports using Infor applications
 - o Flex SQL configuration
 - o Advanced Report and KPI creation, modification
- End user functional support
 - o User groups and security processes
 - o Error and stoppage troubleshooting
 - o Screen sharing sessions to better understand the user's problems
- Enhancement planning and implementation
 - o Items that fall beyond the typical scope will be queued with other enhancements and planned alongside City of Denver team members for implementation, potentially requiring services by the Project Delivery team (per Exhibit A)
- Review City of Denver's ongoing business requirements and provide recommendations and guidance for solutions to meet the business requirements
- Review operations goals and provide recommendations
- Hexagon EAM version upgrade support

Delivery of these services:

- Accenture will provide City of Denver a single phone number to call for all support calls as well as a dedicated email address to send questions to the Advoco automated ticketing system
- All calls will be prioritized by severity and then the order in which they were received
- Normal business hours are from 7:30 AM est TO 6:00 PM EST, Monday to Friday. However, as the need arises Accenture support staff can be on call to handle emergency situations
- All actions provided by the Accenture team will be documented in the internal EAM system by an incident #
 - o These incidents generate an email confirmation of receipt
- Weekly reports will be provided of all tickets, statuses, and actions, time to complete the tasks.
- Post Implementation Service agreement: Invoiced annually (every 12 months), in advance. Carryover hours are allowed within contract term only (start to end date of term).
- Payment terms net 30 days.
- Once the maximum hours are consumed in any given term, additional hours can be added with a signed order form, or invoiced directly for any overage hours at the current rate.
- Accenture will track the hours and provide updates to City of Denver
- Frequent calls will be scheduled to prioritize remaining hours if usage requires.
- Work by the Post Implementation Team will be performed remotely and on-line.

Note: The Post Implementation services as described do not include project delivery and technical resources for specific project work. The rates outlined in EXHIBIT B are for the Post Implementation Services team at Accenture. If requests for work do require work by our Project delivery or Technical Team, a project engagement will be scoped and billed at the current project rates outlined in EXHIBIT A.

Project Work outside the scope of our Post Implementation team could include the following, subject to assessment and agreement by Accenture's post implementation team lead/architect and project team lead/architect:

- Process design
- Configuration and testing
 - o Configuration and testing for new modules, reimplementation of existing modules, or anything estimated at twice the monthly allowance of PI hours, is considered project work
- New business unit implementation / expansion
- Project management and system architect
- Advanced module implementation and training
- Technical Data and System Integration consulting, including but not limited to:
 - o Extensibility Framework
 - o Web Services, ION, Databridge
 - o Alert Management and business rule configuration
 - o Other integration or technical development
- Other Project Work – Any work defined as 2x the required effort of the monthly hours for the service level selected for the given year or work requested by resources on the Project Delivery team
- Any project scope that requires Accenture's project delivery and technical teams and work performed on-site for the City of Denver

Note: Accenture Post Implementation team will work closely with the City of Denver to identify those needs as they arise and communicate the scope of work that is required by our project delivery team.