

CONTRACT AMENDMENT NUMBER 3

I. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between Excent Corporation (hereinafter called Contractor), 60 King Street, Roswell, Georgia 30075, and the State of Colorado (hereinafter called the State) acting by and through the Colorado Department of Education (hereinafter called CDE), 201 East Colfax, Denver, Colorado 80203.

II. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the Effective Date). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

III. FACTUAL RECITALS

The Parties entered into the Contract to deliver, implement, and maintain, during the term of this Contract, a data management system ("ESSU Data Management System," "Data Management System," or "System") that will assist in the documentation and reporting of Colorado's special education student information. The purpose of the amendment is to add the statement of work and deliverables for the design, development, and configuration of Enrich State, a software solution to be used for State Reporting and State Monitoring of Administrative Unit-level, Gifted and Talented programs.

IV. CONSIDERATION-COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for this Amendment.

V. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

VI. MODIFICATIONS

The Amendment and all prior amendments thereto, if any, are modified as follows:

A. Paragraph VI.A. shall be amended by adding the following paragraph 14.

Using the existing Enrich State framework / Data Management System developed for CDE, configure the program to allow Colorado Administrative Units to submit data to a comprehensive state system for the purpose of remote monitoring and reporting for gifted and talented students. Modification of the Data Management System shall include requirements gathering, software development, configuration of input screens, documents, and reports, product review and testing and training and documentation.

B. Paragraph VII.A. shall be amended to increase the maximum amount payable by \$226,583.

C. The table that follows Paragraph VII.E. shall be amended by adding the following:

Phase	Deliverable(s)/Milestones	Payable	Estimated Duration	Estimated Amount
	Technical setup – setup and hosting for production and staging databases	Upon completion	Within two weeks of execution of contract amendment	\$5,000
	Critical Enrich state software requirements gathering for gifted program. Includes support for multiple programs, screens and print documents at the Administrative Unit tab level, notification system/tickler alert, and email capability through communication log	Upon completion	Prior to June 30, 2015	\$23,250

Phase	Deliverable(s)/Milestones	Payable	Estimated Duration	Estimated Amount
	Enrich state program configuration and enhancements for gifted program	Upon completion	Prior to June 30, 2015	\$53,500
	Profile – includes program plan and feedback, demographic report, early access addendum and signature page, program plan template and associated signatures or sign-off			Included in the configuration/enhancement payment
	Fiscal – includes budget page and fiscal review questions (document)			Included in the configuration/enhancement payment
	Monitoring – includes administrative unit checklist, ALP review checklist, C-GER report template/cover letter, C-GER report request, C-GER focused desk audit checklist and UIP self-evaluation questions			Included in the configuration/enhancement payment
	Performance / interactive data profile			Included in the configuration/enhancement payment
	Improvement – includes Timelines data model, AU improvement timeline, UIP Addendum template, UIP Multi-district summary, UIP Addendum review checklist, and UIP review summary			Included in the configuration/enhancement payment

Phase	Deliverable(s)/Milestones	Payable	Estimated Duration	Estimated Amount
	Family partnership – includes self-evaluation questions, Parent Survey, Teacher Survey and Student Survey			Included in the configuration/enhancement payment
	Other – includes roles and associated permissions and additional reports to be determined and mutually agreed upon not to exceed 20 in number			Included in the configuration/enhancement payment
	Training and documentation including training for CDE gifted staff in roles configuration and program use and job aids for setup and use of program	Upon completion	Prior to June 30, 2015	\$4,500
	Project Acceptance –all development work completed and signed off by CDE	Upon completion	After July 1, 2015	\$27,000
Sub-total				\$113,250
Annual Software License Fee for Enrich State Gifted and Talented Module – 68,000 students at \$2.00 per student = \$136,000 x 20% discount				\$113,333
Total				\$226,583

VII. START DATE

This Amendment shall take effect on the later of its Effective Date or May 15, 2015.

VIII. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control.

The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

IX. AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR

Excent Corporation

By: David Craig
Name of Authorized Individual

Title: President
Official title of Authorized Individual

*Signature

STATE OF COLORADO

John W. Hickenlooper, GOVERNOR

Colorado Department of Education
Robert K. Hammond, Commissioner

By: Robert K. Hammond, Commissioner

Date: 5-12-15

ALL CONTRACTS REQUIRE APPROVAL by the STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: Dave Grier
Dave Grier, CDE Controller

Date: 5-13-15