

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SKIDATA Inc.**, a Delaware corporation, registered to do business in Colorado, whose address is 120 Albany St., Tower II, Suite 750, New Brunswick, New Jersey, 08901 (“Contractor”), individually a “Party” and jointly “the Parties.”

RECITALS

WHEREAS, the City is desirous of engaging a hosted third-party solution provider to aid the City in providing an automated parking revenue control system for the Denver Performing Arts Center Garage and other City owned public garages and the Contractor has agreed to provide the hosted solution, services and other deliverables under the terms and conditions as set out below; and

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 City and Contractor incorporate the recitals set forth above agree as follows:

- 1. DEFINITIONS.** Whenever used herein, any schedules, exhibits, order forms, or addenda to this Agreement, the following terms shall have the meanings assigned below unless otherwise defined therein. Other capitalized terms used in this Agreement are defined in the context in which they are used.
 - 1.1. “**Acceptance**” means the Deliverable demonstrates to the City's reasonable satisfaction that the Deliverable conforms to and operates in all material respects according to the Acceptance Criteria, and if required, has successfully completed Acceptance Testing in all material respects, and for Deliverables not requiring Acceptance Testing that the Deliverable reasonably conforms in all material respects to the Acceptance Criteria or the City's requirements.
 - 1.2. “**Acceptance Certificate**” means a written instrument by which the City promptly notifies Contractor that a Deliverable has been Accepted or Accepted with exceptions, and Acceptance Criteria have been met or waived, in whole or in part.
 - 1.3. “**Acceptance Criteria**” means functionality and performance requirements determined by

the City and set forth on the Order Form for the applicable Product or Service, based upon the Specifications, which must be satisfied prior to the City's Acceptance of a Deliverable, or the System. The City and Contractor shall agree upon written Acceptance Criteria in the Order Form for the applicable Product or Service.

- 1.4. "**Acceptance Date**" means the date on which the City issues an Acceptance Certificate for the System or a Deliverable.
- 1.5. "**Acceptance Test**" means the evaluation and testing method, procedures, or both, that are set forth in the Order Form for the applicable Product or Service and are used to determine whether or not the System or a Deliverable requiring Acceptance Testing performs in accordance with the Acceptance Criteria.
- 1.6. "**City Data**" means all information, whether in oral or written (including electronic) form, created by or in any way originating with the City and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with the City, in the course of using and configuring the Services provided under this Agreement, and includes all records relating to the City's use of Contractor Services. City Data also includes Confidential Information disclosed to Contractor.
- 1.7. "**Confidential Information**" means all records or data that is disclosed in written, graphic or machine recognizable form and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent, or, if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) Calendar Days of the disclosure and is not subject to disclosure under CORA. Confidential Information shall include, but is not limited to, PII, PHI, PCI, federal or state tax information ("Tax Information"), Criminal Justice Information (CJI), personnel records, financial, statistical, personnel, human resources data or Personally Identifiable Information and/or Personal Information as described in the C.R.S 24-73-101, *et seq*; attorney/client privileged communications; information which is exempt per federal laws (including but not limited to copyright or HIPPA), all of which is not subject to disclosure under CORA. Confidential Information does not include information which: (a) is public or becomes public through no breach of the confidentiality obligations herein; (b) is disclosed by the party that has received Confidential Information (the "Receiving Party")

with the prior written approval of the other party; (c) was known by the Receiving Party at the time of disclosure; (d) was developed independently by the Receiving Party without use of the Confidential Information; (e) becomes known to the Receiving Party from a source other than the disclosing party through lawful means; (f) is disclosed by the disclosing party to others without confidentiality obligations; or (g) is required by law to be disclosed.

- 1.8. **“CORA”** means the Colorado Open Records Act, §§ 24-72-200.1, *et seq.*, C.R.S.
- 1.9. **“Data Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the City. Data Incidents include, without limitation (i) successful attempts to gain unauthorized access to a City system or the City information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a City system for the processing or storage of data; or (iv) changes to the City system hardware, firmware, or software characteristics without the City’s knowledge, instruction, or consent. It shall also include any actual or reasonably suspected unauthorized access to or acquisition of computerized City Data that compromises the security, confidentiality, or integrity of City Data, or the ability of the City to access City Data.
- 1.10. **“Deliverable”** means the Products or Services or documents or tangible work products described in an Order Form to be provided to the City by Contractor or the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor’s work that is intended to be delivered to the City by Contractor under this Agreement.
- 1.11. **“Documentation”** means, collectively: (a) all materials published or otherwise made available to the City by Contractor that relate to the functional, operational and/or performance capabilities of the Services; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by Contractor, including marketing materials that describe the functional, operational and/or performance capabilities of the Services; (c) any Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by the City, and the responses thereto from Contractor, and any document which purports to update or revise any of the foregoing; and (d) the results of any Contractor “Use Cases Presentation,” “Proof of

Concept” or similar type presentations or tests provided by Contractor to the City or as required to be produced by Contractor subject to the terms of this Agreement.

- 1.12. **“Downtime”** means any period of time of any duration that the Services are not made available by Contractor to the City for any reason, including scheduled maintenance or Enhancements.
- 1.13. **“Effective Date”** means the date on which this Agreement is fully approved and signed by the City as shown on the Signature Page for this Agreement. The Effective Date for Services may be set out in an Order Form or similar exhibit.
- 1.14. **“Enhancements”** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that Contractor may develop or acquire and incorporate into its standard version of the Services or which Contractor has elected to make generally available to its customers.
- 1.15. **“Equipment”** means any hardware, machinery, device, tool, computer, computer component, computer system, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus, to be provided to the City by Contractor under this Agreement.
- 1.16. **“Error”** means any defect, problem, condition, bug, or other partial or complete inability of a Product to operate in accordance with the applicable Specifications.
- 1.17. **“Intellectual Property Rights”** includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation in part applications throughout the world now or hereafter filed; (b) trade secret rights and equivalent rights arising under the common law, state law, and federal law; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, and federal law; and (d) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, state law, and federal law.
- 1.18. **“Order Form”** means a quote in the form attached hereto as an exhibit, setting forth certain Products and/or Services to be provided pursuant to this Agreement. Any reference to an "Order Form" in this Agreement includes Products and/or Services purchased by the City pursuant to Contractor's online ordering process. An Order Form can also be a statement of work or scope of work if attached to this Agreement.

- 1.19. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.
- 1.20. **“PII”** means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-72-501 and 24-73-101, C.R.S.
- 1.21. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act. If this Agreement involves the transmission of PHI a separate Business Associates Agreement will become a part of this Agreement.
- 1.22. **“Product(s)”** means software, Equipment, and supplies delivered, or to be delivered, pursuant to an Order Form.
- 1.23. **“Protected Information”** includes, but is not limited to, personally-identifiable information, student records, protected health information, criminal justice information or individual financial information and other data defined under § 24-72-101 *et seq.*, and personal information that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information. The loss of such Protected Information would constitute a direct damage to the City.
- 1.24. **“RFP Response”** means any proposal submitted by Contractor to City in response to City's Request for Proposal ("RFP") titled Parking Access and Revenue Control System (PARCS) #11010.
- 1.25. **“Services”** means Contractor’s computing solutions, provided to the City pursuant to this

Agreement, that provide the functionality and/or produce the results described in the Documentation, including without limitation all Enhancements thereto and all interfaces.

- 1.26. **"Service Level Agreement(s)"** mean the provisions set forth on Exhibit A attached hereto, which are incorporated into this Agreement by this reference.
- 1.27. **"Specifications"** means the most current cumulative statement of capabilities, functionality, and performance requirements for the Products or Services as set out in the Acceptance Criteria, Order Forms, Documentation, Contractor's representations, Contractor's proposal, and the City's Request for Proposals.
- 1.28. **"Subcontractor"** means any third party engaged by Contractor to aid in performance of the work or the Service. Contractor shall provide to the City upon request a list of Subcontractors providing material services to the Service.
- 1.29. **"System"** means the operational combination of all Products and Services to be provided by Contractor to the City under this Agreement.
- 1.30. **"Third Party"** means persons, corporations and entities other than Contractor, the City or any of their employees, contractors or agents.
- 1.31. **"Third-Party Host"** means the entity where the physical location of the server(s) of the Contractor's software resides.

2. RIGHTS AND LICENSE IN AND TO DATA

- 2.1. The Parties agree that as between them, all rights in and to City Data shall remain the exclusive property of the City, and Contractor has a limited, nonexclusive license to access and use City Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.
- 2.2. All City Data created and/or processed by the Service is and shall remain the property of the City and shall in no way become attached to the Service, nor shall Contractor have any rights in or to the City Data without the express written permission of the City and may not include Protected Information.
- 2.3. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.
- 2.4. The City retains the right to use the Service to access and retrieve data stored on Contractor's Service infrastructure at any time during the term of this Agreement at its sole discretion.

3. DATA PRIVACY

- 3.1. Contractor will use City Data only for the purpose of fulfilling its duties under this Agreement and for the City's sole benefit and will not share City Data with or disclose it to any Third Party without the prior written consent of the City or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use City Data for Contractor's own benefit and, in particular, will not engage in "data mining" of City Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by the City.
- 3.2. Contractor will provide access to City Data only to those Contractor employees, contractors and Subcontractors ("Contractor Staff") who need to access City Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to City Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of City Data they will be handling.
- 3.3. If Contractor receives Protected Information of a Colorado resident under this Agreement, Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the personal identifying information and the nature and size of Contractor's business and its operations. Unless Contractor agrees to provide its own security protections for the information it discloses to a third-party service provider, Contractor shall require all its third-party service providers to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the personal identifying information disclosed and reasonably designed to help protect the personal identifying information subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. Contractor and its third-party service providers that maintain electronic or paper documents that contain Protected Information under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the Protected Information to make it unreadable or indecipherable when the records are no longer needed.
- 3.4. Contractor may provide City Data to its agents, employees, assigns, and Subcontractors as necessary to perform the work under this Agreement, but shall restrict access to Confidential

Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign, or have signed, agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractor has access to any Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the City upon execution of the nondisclosure provisions if requested by the City.

4. DATA SECURITY AND INTEGRITY

4.1. All facilities, whether Contractor hosted or Third-Party Hosted, used to store and process City Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to provide the requested Service availability and to secure City Data from unauthorized access, destruction, use, modification, or disclosure appropriate for City Data. Such measures, when applicable due to the presence of Protected Information, include, but are not limited to, all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), (vii) §24-72-101 et seq., (viii) the Telecommunications Industry Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-942); (ix) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Addendum attached to this Agreement, if applicable. Contractor shall submit to the Manager, within fifteen (15) days of the Manager's written request, copies of Contractor's policies and procedures to maintain the confidentiality of protected health information to which Contractor has access, and if applicable, Contractor shall comply with all HIPAA requirements contained herein or attached as an exhibit.

- 4.2. Contractor warrants that all City Data will be encrypted in transmission (including via web interface) and in storage by a mutually agreed upon National Institute of Standards and Technology (NIST) approved strong encryption method and standard.
- 4.3. Contractor shall use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to anti-virus and anti-malware protections and intrusion detection and reporting in providing Services under this Agreement. Contractor shall ensure that any underlying or integrated software employed by the Service is updated on a regular basis and does not pose a threat to the security of the Service.
- 4.4. Contractor shall, and shall cause its Subcontractors, to do all of the following:
 - 4.4.1. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement.
 - 4.4.2. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
 - 4.4.3. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
 - 4.4.4. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
 - 4.4.5. Promptly report all Data Incidents, including Data Incidents that do not result in unauthorized disclosure or loss of data integrity.
 - 4.4.6. Comply with all rules, policies, procedures, and standards issued by the City's Technology Services Security Section.
 - 4.4.7. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the City with scheduled access for the purpose of inspecting and monitoring access and use of City Data, maintaining City systems, and evaluating physical and logical security control effectiveness.
 - 4.4.8. Contractor shall perform current background checks in a form reasonably acceptable to the City on all of its respective employees and agents performing services or having access to City Data provided under this Agreement, including any

Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to City Data shall be deemed to be current.

4.4.9. Contractor will provide notice to the security and compliance representative for the City indicating that background checks have been performed. Such notice will inform the City of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.

4.4.10. If Contractor will have access to Tax Information under the Agreement, Contractor shall comply with the background check requirements defined in IRS Publication 1075 and § 24-50-1002, C.R.S.

4.5. If applicable, Contractor shall use, hold, and maintain Confidential and Protected Information in compliance with all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all Confidential and Protected Information.

4.6. Prior to the Effective Date of this Agreement, Contractor, will at its expense conduct or have conducted the following, and thereafter, Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Data Incident:

4.6.1. A SSAE 16/SOC 2 or other mutually agreed upon audit of Contractor's security policies, procedures and controls;

4.6.2. A quarterly external and internal vulnerability scan of Contractor's systems and facilities, to include public facing websites, that are used in any way to deliver Services under this Agreement. The report must include the vulnerability, age and remediation plan for all issues identified as critical or high;

4.6.3. A formal penetration test, performed by a process and qualified personnel of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement.

4.7. Contractor will provide the City the reports or other documentation resulting from the above audits, certifications, scans and tests within seven (7) business days of Contractor's receipt of such results.

- 4.8. Based on the results and recommendations of the above audits, certifications, scans and tests, Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures to meet its obligations under this Agreement and provide the City with written evidence of remediation.
- 4.9. The City may require, at its expense, that Contractor perform additional audits and tests, the results of which will be provided to the City within seven (7) business days of Contractor's receipt of such results.
- 4.10. Contractor shall protect data against deterioration or degradation of data quality and authenticity, including, but not limited to annual Third Party data integrity audits. Contractor will provide the City the results of the above audits.

5. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA

- 5.1. Except as otherwise expressly prohibited by law, Contractor will:
 - 5.1.1. If required by a court of competent jurisdiction or an administrative body to disclose City Data, Contractor will notify the City in writing immediately upon receiving notice of such requirement and prior to any such disclosure;
 - 5.1.2. Consult with the City regarding its response;
 - 5.1.3. Cooperate with the City's reasonable requests in connection with efforts by City to intervene and quash or modify the legal order, demand or request; and
 - 5.1.4. Upon request, provide the City with a copy of its response.
- 5.2. If the City receives a subpoena, warrant, or other legal order, demand or request seeking data maintained by Contractor, the City will promptly provide a copy to Contractor. Contractor will supply the City with copies of data required for the City to respond within forty-eight (48) hours after receipt of copy from the City and will cooperate with the City's reasonable requests in connection with its response.

6. DATA INCIDENT RESPONSE

- 6.1. Contractor shall maintain documented policies and procedures for Data Incident and breach reporting, notification, and mitigation. If Contractor becomes aware of any Data Incident, it shall notify the City immediately and cooperate with the City regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the City. If there is a Data Incident impacting residents of Colorado or any other jurisdiction, Contractor shall cooperate with the City to satisfy notification requirements as currently defined in either federal, state,

or local law. Unless Contractor can establish that neither Contractor nor any of its agents, employees, assigns or Subcontractors are the cause or source of the Data Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Data Incident as required by law. After a Data Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Data Incident in the future as directed by the City, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the City at no additional cost to the City.

- 6.2. Contractor shall report, either orally or in writing, to the City any Data Incident involving City Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of City Data, not authorized by this Agreement or in writing by the City, including any reasonable belief that an unauthorized individual has accessed City Data. Contractor shall make the report to the City immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours after Contractor reasonably believes there has been such unauthorized use or disclosure. Oral reports by Contractor regarding Data Incidents will be reduced to writing and supplied to the City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.
- 6.3. Immediately upon becoming aware of any such Data Incident, Contractor shall fully investigate the circumstances, extent and causes of the Data Incident, and report the results to the City and continue to keep the City informed daily of the progress of its investigation until the issue has been effectively resolved.
- 6.4. Contractor's report discussed herein shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure (if known), (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- 6.5. Within five (5) calendar days of the date Contractor becomes aware of any such Data Incident, Contractor shall have completed implementation of corrective actions to remedy the Data Incident, restore the City's access to the Services as directed by the City, and prevent further similar unauthorized use or disclosure.
- 6.6. Contractor, at its expense, shall cooperate fully with the City's investigation of and response to any such Data Incident.

- 6.7. Except as otherwise required by law, Contractor will not disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from the City.
- 6.8. Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to the City under law or equity, Contractor will promptly reimburse the City in full for all costs incurred by the City in any investigation, remediation or litigation resulting from any such Data Incident, including but not limited to providing notification to Third Parties whose data were compromised and to regulatory bodies, law-enforcement agencies or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Data Incident in such a fashion that, in the City's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Data Incident.

7. DATA RETENTION AND DISPOSAL

- 7.1. Using appropriate and reliable storage media, Contractor will regularly backup data and retain such backup copies consistent with the City's data retention policies.
- 7.2. At the City's election, Contractor will either securely destroy or transmit to the City repository any backup copies of City Data. Contractor will supply the City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used.
- 7.3. Contractor will immediately preserve the state of the data at the time of the request and place a "hold" on data destruction or disposal under its usual records retention policies of records that include data, in response to an oral or written request from the City indicating that those records may be relevant to litigation that the City reasonably anticipates. Oral requests by the City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. The City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by the City.

8. DATA TRANSFER UPON TERMINATION OR EXPIRATION

- 8.1. Upon expiration or earlier termination of this Agreement or any Services provided in this Agreement, Contractor shall accomplish a complete transition of the Services from Contractor to the City or any replacement provider designated solely by the City without any interruption

of or adverse impact on the Services or any other services provided by third parties in this Agreement. Contractor shall cooperate fully with the City or such replacement provider and promptly take all steps required to assist in effecting a complete transition of the Services designated by the City. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services in this Agreement. Contractor shall extend the Agreement monthly if additional time is required beyond the termination of the Agreement, if necessary, to effectuate the transition and the City shall pay a proration of the subscription fee.

- 8.2. Upon the expiration or termination of this Agreement, Contractor shall return City Data provided to Contractor in a common and readily usable format if requested by the City or destroy City Data and certify to the City that it has done so, as directed by the City. If Contractor is prevented by law or regulation from returning or destroying Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such Confidential Information. To the extent that Contractor is requested to perform any services beyond the return of the City's Data in connection with termination assistance, the same shall be performed pursuant to a written statement of work under this Agreement and paid for by the City, applying Contractor's then-current rates for daily/hourly work, as the case may be.

9. SERVICE LEVEL AGREEMENTS; INTERRUPTIONS IN SERVICE; SUSPENSION AND TERMINATION OF SERVICE; CHANGES TO SERVICE. See Exhibit A.

10. COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES.

10.1 Contractor will comply with all applicable laws in performing the Services under this Agreement. Any Contractor personnel visiting the City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. The City will provide copies of such policies to Contractor upon request.

10.2 **ADA Website Compliance:**

a. Compliance and Testing. All Contractor managed or operated public-facing digital experiences (e.g., websites and webpages) must be compliant with Section 508 of the Rehabilitation Act of 1973 and the WCAG 2.0 Level AA guidelines (collectively, "Guidelines"). Prior to launching to the public, Contractor shall test all public-facing digital experiences, both manually and in an automated fashion, as applicable, to confirm and

maintain compliance with the Guidelines, and then subsequently, no more than once per each term year thereafter. Such manual and automated testing may only be performed by a third party vendor approved by the Department of Justice. The City has a list of approved third party vendors. The City does not warrant the work of any third party vendor. All testing under this section shall be performed by third party vendors at the Contractor's expense.

b. Validation, Review and Remediation. Contractor will notify City when its digital experience is ready for City review and validation. City will then validate, prior to launch and each term year thereafter, to confirm that the digital experience is compliant with the Guidelines. Manual testing of the Contractor's digital experience will be verified by City with approved vendors and individuals of varying disabilities which shall include individuals who are blind, deaf or hard of hearing, and who have mobility or dexterity limitations. Upon completion of all testing, a review will be performed by the City's web accessibility coordinator to confirm completion of all accessibility requirements. In the event that any deficiencies are discovered in the Contractor's digital experience, City will promptly notify Contractor, and Contractor will remediate prior to launch. A digital experience will not launch until all deficiencies are remediated. All digital experiences must include a statement on the site that the experience is accessible, will maintain accessibility, and will provide a mechanism for users to submit feedback about accessibility issues.

c. In the event that the digital experience fails compliance at any time, Contractor shall bring the digital experience into compliance within ninety (90) days, which may be extended by mutual written agreement of the Parties. Failure to bring the digital experience into compliance for any reason within such time, except as may be mutually extended by the written agreement of the parties, shall be a breach of this Agreement.

11. PRODUCT AND SERVICES WARRANTIES, REPRESENTATIONS DISCLAIMER AND COVENANTS. Contractor represents and warrants that:

11.1. The Service will conform to applicable specifications, and operate and produce results substantially in accordance with the Documentation and the Exhibits attached hereto, and will be free from deficiencies and defects in materials, workmanship, design and/or performance during the Term of this Agreement;

- 11.2. All technology related services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;
- 11.3. Contractor 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 with respect to the software and Services free and clear from all liens, adverse claims, encumbrances and interests of any Third Party;
- 11.4. 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;
- 11.5. The Service will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any Third Party;
- 11.6. The software and Services will contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data. Contractor's obligations for breach of the Services warranty shall be limited to using its best efforts, at its own expense, to correct or replace that portion of the Services which fails to conform to such warranty, and, if Contractor is unable to correct any breach in the Services Warranty by the date which is sixty (60) calendar days after the City provides notice of such breach, the City may, in its sole discretion, either extend the time for Contractor to cure the breach or terminate this Agreement and receive a full refund of all amounts paid to Contractor under this Agreement. In the event of a full refund, then such refund is City's sole and exclusive remedy and Contractor's sole liability.
- 11.7. Disabling Code Warranty. Contractor represents, warrants and agrees that the Services do not contain and the City will not receive from Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system or Data (a "Disabling Code"). In the event a Disabling Code is identified, Contractor shall take all steps necessary, at no additional cost to the City, to: (a) restore and/or reconstruct all City Data lost by the City as a result of Disabling Code; (b) furnish to City a corrected version of the Services without the presence of Disabling Codes;

and, (c) as needed, re-implement the Services at no additional cost to the City. This warranty shall remain in full force and effect as long as this Agreement remains in effect.

- 11.8. Third-Party Warranties and Indemnities. Contractor will assign to the City all Third-Party warranties and indemnities that Contractor receives in connection with any products provided to the City. To the extent that Contractor is not permitted to assign any warranties or indemnities through to the City, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of the City to the extent Contractor is permitted to do so under the terms of the applicable Third Party agreements.
- 11.9. Contractor warrants it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and wherever performance occurs during the term of this Agreement.
- 11.10. Delivery of Products shall not be construed to represent Acceptance nor shall Delivery of Products relieve Contractor from its responsibility under any representation or warranty. If the City makes a payment for a Product prior to Acceptance, the payment does not grant a waiver of any representation or warranty by Contractor.
- 11.11. Notwithstanding anything to the contrary in this Agreement, Products are warranted for 12 months from the date of receipt by City. City will report any defects in writing to Contractor with a detailed description of the defect immediately but no later than 21 calendar days after delivery, otherwise all claims resulting from the defect are waived. Products that require implementation or integration by Contractor shall not subject to a 21 day notice in the event they are defective. Contractor is entitled to inspect and remedy claimed defects at City's premises. At Contractor's option, Contractor will repair, replace or refund for defective Product. This Section 11.11 provides the exclusive remedies for all claims based on failure of or defect in Products, regardless of when the failure or defect arises. The warranties provided in this Section 11.11 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. EXCEPT FOR THE FOREGOING, NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

12. CONFIDENTIALITY

- 12.1. Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all City Data, unless the City Data is publicly available. Contractor shall not, without prior written

approval of the City, use, publish, copy, disclose to any third party, or permit the use by any third party of any City Data, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the City. Contractor shall provide for the security of all Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines.

12.2. The Receiving Party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing party. However, (a) either party may disclose Confidential Information to its employees and authorized agents who have a need to know; (b) either party may disclose Confidential Information if so required to perform any obligations under this Agreement; and (c) either party may disclose Confidential Information if so required by law (including court order or subpoena). Nothing in this Agreement shall in any way limit the ability of City to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to the City are subject to applicable state and federal law, including the Colorado Open Records Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.

12.3. The Receiving Party will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement. The Receiving Party shall not disclose City Data or Confidential Information to Subcontractors unless such Subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

13. COLORADO OPEN RECORDS ACT. The Parties understand that all the material provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S. In the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its

documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

14. SOFTWARE AS A SERVICE, SUPPORT AND SERVICES TO BE PERFORMED

- 14.1. Contractor, under the general direction of, and in coordination with, the City's Chief Information Officer or other designated supervisory personnel (the "Manager") agrees to provide the Services listed on Exhibit A and perform the technology related services described on attached Exhibit A (the "Statement of Work" or "SOW"). The Services, when fully accepted, shall conform to the functionality matrix set out as Exhibit D, from the RFP Response. The Parties acknowledge that Contractor and the City may work to further define the SOW, in which case that work product ("Follow-Up SOW") will become a part of this Agreement by incorporation. If the Follow-Up SOW materially alters the attached SOW the Parties agree to amend this Agreement in writing.
- 14.2. As the Manager directs, Contractor shall diligently undertake, perform, and complete all of the technology related services and produce all the deliverables set forth on Exhibit A to the City's satisfaction.
- 14.3. Contractor is ready, willing, and able to provide the technology related services and the Services required by this Agreement.
- 14.4. Contractor shall faithfully perform the technology related services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

14.5. User ID Credentials. Internal corporate or customer (tenant) user account credentials shall be restricted as per the following, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures:

14.5.1. Identity trust verification and service-to-service application (API) and information processing interoperability (e.g., SSO and Federation);

14.5.2. Account credential lifecycle management from instantiation through revocation;

14.5.3. Account credential and/or identity store minimization or re-use when feasible; and

14.5.4. Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expire able, non-shared authentication secrets).

14.6. Vendor Supported Releases. Contractor shall maintain the currency all third-party software used in the development and execution or use of the Service including, but not limited to: all code libraries, frameworks, components, and other products (e.g., Java JRE, code signing certificates, .NET, jQuery plugins, etc.), whether commercial, free, open-source, or closed-source; with third-party vendor approved and supported releases.

14.7. Identity Management. The City's Identity and Access Management (IdM) system is an integrated infrastructure solution that enables many of the City's services and online resources to operate more efficiently, effectively, economically and securely. All new and proposed applications must utilize the authentication and authorization functions and components of the IdM. Strong authentication is required for privileged accounts or accounts with access to sensitive information. This technical requirement applies to all solutions, regardless to where the application is hosted.

15. GRANT OF LICENSE; RESTRICTIONS

15.1. Contractor retains all right, title and interest in any pre-existing Intellectual Property which may be used in performing the Services, including any modifications or improvements made during the performance of the Services.

15.2. During the term of the Contract, Contractor may provide to City access and use of software, application programming interface (API), City portal, user IDs, tokens, passwords, computer tools as necessary for City to receive the Services under the contract ("the Software Tools") and associated documentation and material ("the Documentation").

15.3. Subject to the terms and conditions of this Contract, Contractor grants to City a limited, non-exclusive, non-transferable, non-sublicensable license during the term of the Contract to access and use the Software Tools, any Contractor-owned Intellectual Property, and the Documentation for its purposes as envisioned under this Contract. City will not directly or indirectly a) sell, rent, lease, redistribute, assign or otherwise transfer the Software Tools to any unaffiliated third party except as expressly permitted by the Contractor b) reverse engineer, decompile, disassemble, disable the Software Tools or otherwise attempt to derive the source code, trade secrets or know-how in or underlying any Software Tools or portion thereof, c) reproduce, modify, translate or create derivative works of all or any part of the Software Tools or of the Documentation except that City may make reasonable numbers of copies of the Documentation for its internal use, or d) remove, alter, or obscure any proprietary notice, labels or marks on the Software Tools or e) use the Software Tools for any illegal, unauthorized or other improper purposes.

16. DELIVERY AND ACCEPTANCE

- 16.1. Right to Perform Acceptance Testing. Prior to accepting Deliverables, the City shall have the right to perform Acceptance Testing to evaluate the Deliverable(s) to ensure they meet Acceptance Criteria, if any, set forth on the applicable Order Form or Statement of Work. Contractor shall cooperate with the City in the development of Acceptance Criteria that shall be codified in the applicable Order Form or Statement of Work that will set forth the location, date, and other specifications of the Acceptance Testing, if any. Acceptance Testing may occur in one or more phases, depending on the integration of contingent products, scalability, performance tuning or other measurable features or milestones.
- 16.2. After an Acceptance Test and if at any time the Service does not conform, the City will notify Contractor in writing within sixty (60) days and will specify in reasonable detail the identified failures and possible reasons for failure. Contractor will, at its expense, repair or replace the nonconforming product within fifteen (15) days after receipt of the City's notice of deficiency.
- 16.3. If the City issues an Acceptance Certificate for an "Acceptance with Exception(s)" the City will list the exception(s) and the date for Contractor's correction of the Error(s). If Error(s) are corrected by the listed date(s) the City agrees to commence further Acceptance Testing of the

Deliverable or affected portion(s). If the Deliverable passes the Acceptance Tests, the City will issue an Acceptance Certificate.

- 16.4. If a Deliverable fails a second or subsequent Acceptance Test (or in the event of a single Acceptance Test, the Acceptance Test) in no event shall there be an increase to the original price agreed to by the Parties for the Deliverable.
- 16.5. The foregoing procedure will be repeated until the City accepts or finally rejects the Deliverable, in whole or part, in its sole discretion. In the event that the Service does not perform to the City's satisfaction, the City reserves the right to repudiate acceptance. If the City finally rejects the Service, or repudiates acceptance of it, Contractor will refund to the City all fees paid, if any, by the City with respect to the Service.
- 16.6. If the City is not satisfied with Contractor's performance of the technology related services described in the Statement of Work, 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 technology related service in its sole discretion. If City finally rejects any technology related service, Contractor will refund to City all fees paid by City with respect to such technology related service.
- 16.7. Contractor warrants that during the term of this Agreement that the Service and any associated components will not materially diminish during the subscription Term.
17. **TERM**. The term of the Agreement is from January 1, 2021 through December 31, 2025 (the "Term"). The Parties agree that the Agreement may be renewed for an additional five (5) year term upon the same terms and conditions with an increase in no more than three percent (3%) of the annual cost for the renewal term. At the end of the initial Term the Parties shall adjust the pricing based upon the City's actual or anticipated usage.

18. COMPENSATION AND PAYMENT

- 18.1. Fee: The fee for the Services and technology related services is described in the attached Exhibit A (the "Fee"). The Fee shall be paid pursuant to the City's Prompt Payment Ordinance and in accordance with any payment milestones in Exhibit A.
- 18.2. Reimbursement Expenses: The fees specified above include all expenses, and no other expenses shall be separately reimbursed or incurred hereunder for the provision of the Service(s).

18.3. Invoicing: Contractor must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance.

18.4. Maximum Agreement Liability:

18.4.1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION TWO HUNDRED TWENTY-THREE THOUSAND EIGHT HUNDRED EIGHTY-TWO DOLLARS AND TWENTY-THREE CENTS (\$1,223,882.23)** (the "Maximum Agreement Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at Contractor's risk and without authorization under the Agreement.

18.4.2. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

18.4.3. Excluding claims for indemnification, personal injury or death, Contractor will not be liable for any indirect, special, incidental or consequential damages, including without limitation loss of revenue or income, loss of or use of data, operational efficiency, loss of customers or information, arising under this Agreement regardless of the form of action or theory of relief, even if advised of the possibility of such damages. Excluding claims for indemnification, personal injury or death, any liability for direct damages arising under this Agreement, regardless of the form of action or theory of relief, is limited to three times the total amount paid under this Agreement.

19. STATUS OF CONTRACTOR. Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither Contractor nor any of its

employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

20. TERMINATION

- 20.1. The City has the right to terminate the Agreement, or a product under the Agreement, with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to Contractor. However, nothing gives Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.
- 20.2. Notwithstanding the preceding paragraph, the City may terminate the Agreement if Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.
- 20.3. Upon termination of the Agreement, with or without cause, Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement and shall refund to the City any prepaid cost or expenses.

21. EXAMINATION OF RECORDS AND AUDITS. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course

of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

22. WHEN RIGHTS AND REMEDIES NOT WAIVED. In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

23. INSURANCE

23.1. 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 required policies is 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. Such notice 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 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 Contractor. 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.

- 23.2. 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 coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit B, 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.
- 23.3. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and Subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- 23.4. Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
- 23.5. 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 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.
- 23.6. Workers' 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 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.

23.7. 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.

23.8. 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.

23.9. Technology Errors & Omissions: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate.

23.10. Additional Provisions:

23.10.1. For Commercial General Liability, the policy must provide the following:

23.10.1.1. That this Agreement is an Insured contract under the policy;

23.10.1.2. Defense costs are outside the limits of liability;

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

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

23.10.2. For claims-made coverage:

23.10.2.1. The retroactive date must be on or before the Agreement date or the first date when any goods or services were provided to the City, whichever is earlier.

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

24. DEFENSE AND INDEMNIFICATION

- 24.1. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the negligence or willful misconduct of City.
- 24.2. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the cause of claimant’s damages.
- 24.3. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.
- 24.4. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
- 24.5. This defense and indemnification obligation shall survive the expiration or termination of this Agreement. This defense and indemnification obligation shall not include apply to

Claims arising from i) the servicing of any equipment hereunder by a third party not authorized by Contractor, or ii) the use by City of a third party to remit Services previously provided by Contractor as envisioned hereunder to the extent those Claims arise from the acts of those third parties.

24.6. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Service, software, or work product provided by Contractor under this Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right provided City (a) promptly notifies Contractor in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Contractor, (c) gives Contractor sole authority to control the defense and settlement of the Claim, and (d) provides Contractor full disclosure and reasonable assistance as required to defend the Claim at Contractor's cost. In the event the IP Deliverable or any portion of the IP Deliverable may in Contractor's reasonable opinion to be infringing, Contractor at its option and own expense may do the following: (i) secure for City the right to continue the use of the infringing item, (ii) replace the infringing item with a substantial equivalent non-infringing item, or (iii) modify the item to be non-infringing. If Contractor is unable to perform the options previously listed (i) through (iii), City will then return the IP Deliverable to Contractor and Contractor will refund City the amount paid for such item. This infringement Section 25.5 is Contractor's entire liability and City's sole and exclusive remedy with respect to City's inability to use the IP Deliverable or any portion of the IP Deliverable due to any infringement or Claim of infringement. Contractor will have no indemnification obligations where: (AA) any IP Deliverable created in accordance with City's sole design or specifications, (BB) City alters the IP Deliverable, (CC) City combines the IP Deliverable with materials not supplied or approved by Contractor and such infringement would not have occurred absent such combination, or (DD) City continues to use the IP Deliverable after receiving written notice from Contractor to stop using the IP Deliverable.

24.7. EXCLUDING CLAIMS FOR PERSONAL INJURY OR DEATH, LOSS OF PERSONALLY IDENTIFIABLE INFORMATION OR PAYMENT CARD DATA,

THEFT OR MISDIRECTION OF REVENUE, CONTRACTOR'S WARRANTIES AND REPRESENTATIONS AND CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ,OR OPERATIONAL EFFICIENCY NOT ADDRESSED IN A SERVICE LEVEL AGREEMENT, ARISING UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 25. COLORADO GOVERNMENTAL IMMUNITY ACT.** The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S. (2003).
- 26. TAXES, CHARGES AND PENALTIES.** The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.
- 27. ASSIGNMENT; SUBCONTRACTING.** Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and shall be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, Subcontractor or assign.
- 28. NO THIRD-PARTY BENEFICIARY.** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

29. NO AUTHORITY TO BIND CITY TO CONTRACTS. Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

30. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS. Except for the functional requirements provided in response to a request for proposal and/or any subsequent enhancement of the SOW or other implementation documentation that may be developed after execution of this Agreement, the Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

31. SEVERABILITY. Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

32. CONFLICT OF INTEREST

32.1. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.* or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

32.2. Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Contractor by placing Contractor's own interests, or the interests of any party with whom Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the

event it determines a conflict exists, after it has given Contractor written notice describing the conflict.

33. NOTICES. All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at Skidata Inc, 16600 Sherman Way, Suite 160, Van Nuys, CA 91406, and if to the City at:

Executive Director of Department of Transportation & Infrastructure or Designee
201 West Colfax Avenue, Dept. 608
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

34. DISPUTES. All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Manager as defined in this Agreement.

35. GOVERNING LAW; VENUE. The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District. Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State

of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

- 36. NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under this contract, Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. Contractor shall insert the foregoing provision in all subcontracts.
- 37. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS.** Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.
- 38. LEGAL AUTHORITY.** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- 39. NO CONSTRUCTION AGAINST DRAFTING PARTY.** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- 40. ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.
- 41. SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and

will continue to be enforceable. Without limiting the generality of this provision, Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

42. INUREMENT. The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

43. RESERVED

44. FORCE MAJEURE. Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a Subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, Contractors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

45. PARAGRAPH HEADINGS. The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.

46. CITY EXECUTION OF AGREEMENT. This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

47. COUNTERPARTS OF THIS AGREEMENT. This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

48. 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.

49. ADVERTISING AND PUBLIC DISCLOSURE. Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

50. COMPLIANCE FOR IN-SCOPE SERVICES. Contractor covenants and agrees to comply with all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Contractor's performance under the Agreement. Such obligations may arise from:

Health Information Portability and Accountability Act (HIPAA)

IRS Publication 1075

Payment Card Industry Data Security Standard (PCI-DSS)

FBI Criminal Justice Information Service Security Addendum

CMS Minimum Acceptable Risk Standards for Exchanges and further covenants and agrees to maintain compliance with the same when appropriate for the data and Services provided under the Agreement. Contractor further agrees to exercise reasonable due diligence to ensure that all of its service providers, agents, business partners, contractors, Subcontractors and any person or entity that may have access to City Data under this Agreement maintain compliance with and comply in full with the terms and conditions set out in this Section. Notwithstanding Force Majeure, the respective processing, handling, and security standards and guidelines referenced by this section may be revised or changed from time to time or City Data may be utilized within the Services that change the compliance requirements. If compliance requirements change, Contractor and the City shall collaborate in good faith and use all reasonable efforts to become or remain compliant as necessary under this section. If

compliance is required or statutory and no reasonable efforts are available, the City at its discretion may terminate the agreement for cause.

51. ON-LINE AGREEMENT DISCLAIMER. Notwithstanding anything to the contrary herein, the City shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

52. PROHIBITED TERMS. Any term included in this Agreement that requires the City to indemnify or hold Contractor harmless; requires the City to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of § 24-106-109 C.R.S.

53. ON-CALL SERVICES. This Agreement or the SOW may contain hourly or daily rates and Contractor and the Manager may enter into work orders for ongoing services. The City may authorize specific assignments for Contractor by placing a written work order signed by the Manager and Contractor (the "Order") describing in sufficient details the services and/or deliverables at the rates provided or as a flat rate. Contractor 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 Contractor's services. Contractor 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. Contractor 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 Order, if any; and, 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 with respect to any software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party.

54. PCI DSS COMPLIANCE

54.1. If Contractor is directly involved in the processing, storage, or transmission of cardholder data on behalf of the City as part of this Agreement, this Section applies. Any Contractor who provides or has access to software, systems, hardware, or devices which process and/or interact with payment card information or payment cardholder data must be compliant with the current version of the Payment Card Industry Data Security Standard (PCI DSS).

54.2. Contractor covenants and agrees to comply with Visa's Cardholder Information Security Program (CISP), MasterCard's Site Data Protection Rules (SDP), and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations ("Association"), and further covenants and agrees to maintain compliance with the PCI DSS, SDP, and (where applicable) the Payment Application Data Security Standard (PA-DSS) (collectively, the "Security Guidelines"). Contractor represents and warrants that all of the hardware and software components utilized for the City or used under this Agreement is now, and will be PCI DSS compliant during the term of this Agreement. All service providers that Contractor uses under the Agreement must be recognized by Visa as PCI DSS compliant. Contractor further agrees to exercise reasonable due diligence to ensure that all of its service providers (as defined by the PCI Security Council), agents, business partners, contractors, Subcontractors and any person or entity that may have access to credit card information under this Agreement maintain compliance with the Security Guidelines and comply in full with the terms and conditions set out in this Section. Contractor further certifies that the equipment, as described herein, will be deployed in a manner that meets or exceeds the PA DSS and/or PCI certification and will be deployed on a network that meets or exceeds PCI standards. Contractor shall demonstrate its compliance with PCI DSS by annually providing the City an executed Attestation of Compliance (AOC). Contractor must provide verification to the City, prior to start up and ongoing annually during the term of this Agreement, that all modules of Contractor's system(s) that interface with or utilize credit card information in any manner or form of collection are PCI DSS compliant. If the Contractor is a service provider involved in the processing, storage or transmission of cardholder data or sensitive authentication data (collectively "Data Handling") on behalf of the City that would result in Data Handling being included in the City's PCI

scope through connected software or components, then the Contractor must provide a PCI Responsibility Matrix (“Matrix”) to be attached to this Agreement as an exhibit. The Matrix must identify where responsibility resides for each PCI control requirement, whether it be with the Contractor, the City or shared by both. Any PCI control requirements that do not apply should be indicated along with any pertinent notes.

- 54.3. Contractor shall not retain or store CAV2/CVC2/CVV2/CID or such data prohibited by PCI DSS subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind, Contractor shall notify the City in writing consistent with the Data Incident response notification requirements of this Agreement, and shall provide, at Contractor’s sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.
- 54.4. If any Association requires an audit of Contractor or any of Contractor’s Service Providers, agents, business partners, contractors or Subcontractors due to a data security compromise event related to this Agreement, Contractor agrees to cooperate with such audit. If as a result of an audit of the City it is determined that any loss of information is attributable to Contractor, Contractor shall pay the City’s reasonable costs relating to such audit, including attorney’s fees. No review, approval, or audit by the City shall relieve Contractor from liability under this section or under other provisions of this Agreement.
- 54.5. In addition to all other defense and indemnity obligations undertaken by Contractor under this Agreement, Contractor, to the extent that its performance of this Agreement includes the allowance or utilization by members of the public of credit cards to pay monetary obligations to the City or Contractor, or includes the utilization, processing, transmittal and/or storage of credit card data by Contractor, shall defend, release, indemnify and save and hold harmless the City against any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against the City and/or Contractor by credit card company(s), financial institution(s) or by the National Automated Clearing House Association (NACHA) or successor or related entity, including but not limited to, any credit card company fines, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information

disclosure, the cost of replacing active credit cards, and any losses associated with fraudulent transaction(s) occurring after a security breach or loss of information with respect to credit card information, and shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by Contractor of this Agreement. In furtherance of this, Contractor covenants to defend and indemnify the City and Contractor shall maintain compliance with PCI DSS and with all other requirements and obligations related to credit card data or utilization set out in this Agreement.

ATTACHED EXHIBITS

EXHIBIT A - STATEMENT OF WORK

EXHIBIT B - CERTIFICATE OF INSURANCE

Contract Control Number: DOTI-202057275-00
Contractor Name: Skidata Inc.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

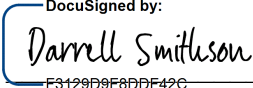
Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: DOTI-202057275-00
Contractor Name: Skidata Inc.

By:  _____
F3129D9F8BDF42C...

Name: Darrell Smithson
(please print)

Title: President Skidata Inc
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

City and County of Denver

Technology Services

Statement of Work

Off-Street Parking Revenue Access and Control System (PARCS)

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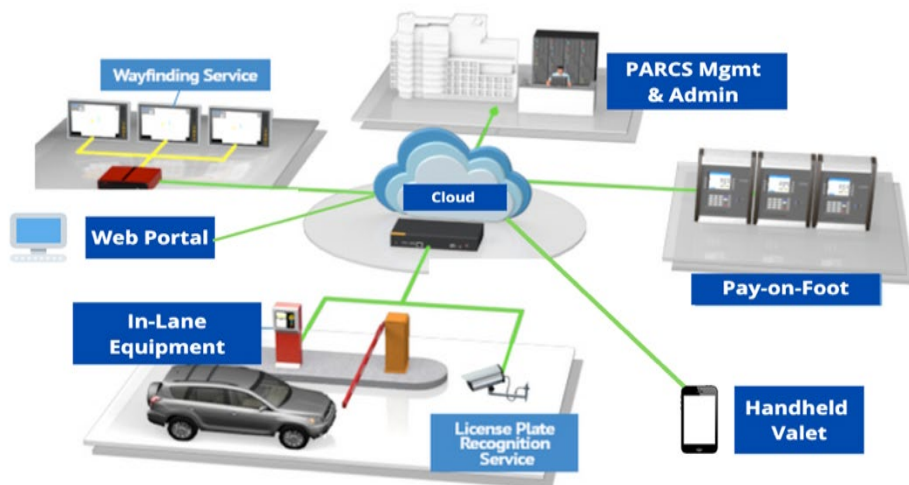
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Section I: Overview

The City is contracting with the Vendor to provide and support an Off-Street Parking Access and Revenue Control System (PARCS) including hardware and back-office software within a gated controlled environment for multiple garages operated by the City and County of Denver. The current PARCS equipment has exhausted its productive usage. The following garages have been identified for PARCS retrofit:

Garage	Address
Denver Performing Arts Center Garage	1055 13 th Street
Cultural Center Complex Garage	65 W. 12 th Avenue
Minoru Yasui/303 Garage	303 W. Colfax Avenue
Wellington Webb Building Garage	210 W. Colfax Avenue
Judges/Maintenance Garage	1348 Cherokee Street
Denver Justice Center Garage	490 W. 14th Avenue

Parking Access and Revenue Control System (PARCS)



An important criterion for the PARCS will be the management software and its Business Intelligence capabilities including dashboard and reports, both standard and customizable. The management software will be evaluated according to the ISO 25010 standard for quality attributes including performance efficiency, compatibility, usability, reliability, security, maintainability and portability.

The scope of the required project shall include, but is not limited to, the design, development, programming, reliability testing, fabrication, unit testing, system testing, packaging, shipping, installation, startup, maintenance, training of staff and documentation of a PARCS that will provide for multiple credentials for access control and payment services.

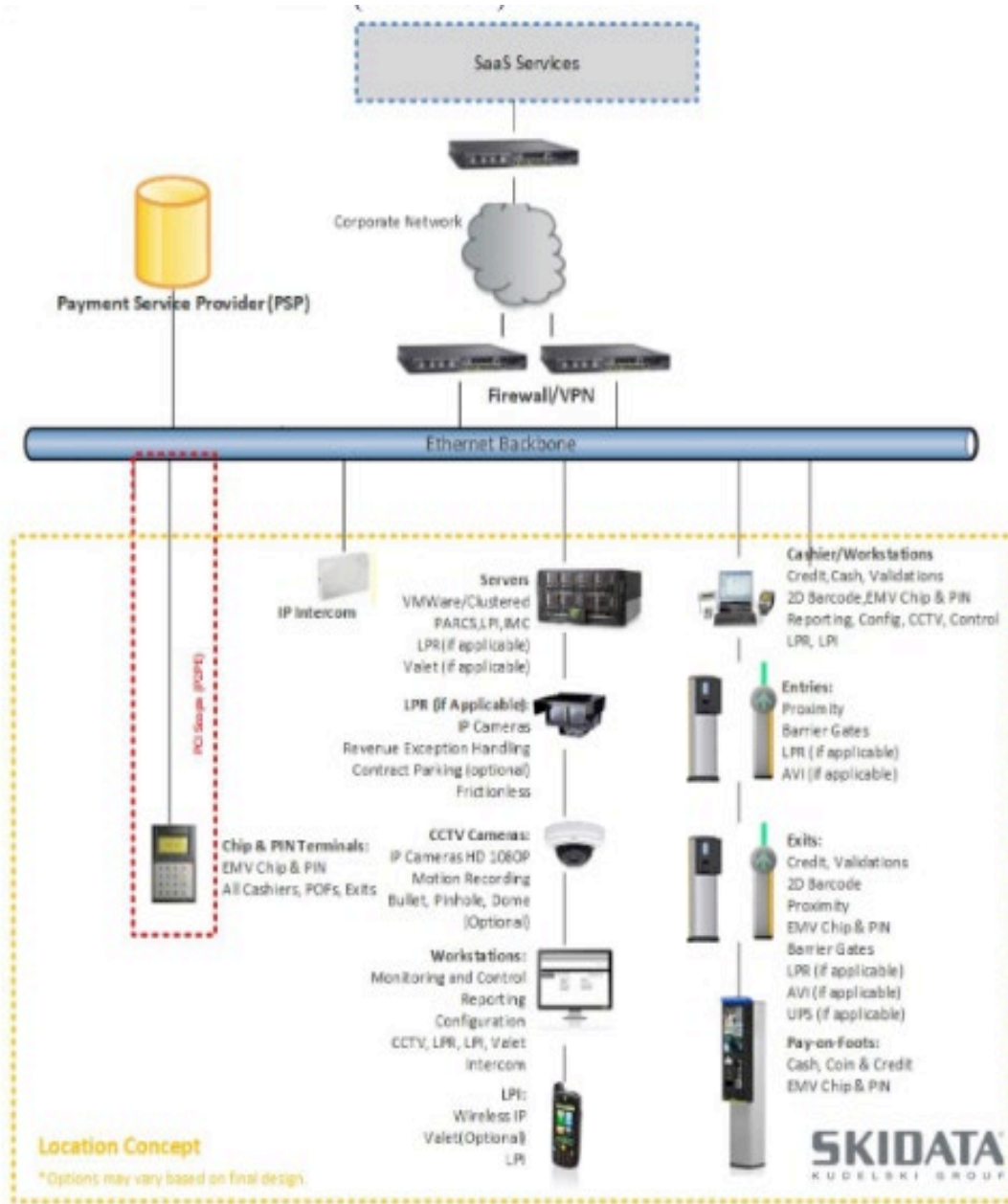
The proposed system shall have the capability of processing and tracking parking users, both transient and non-transient parkers, in addition to providing parkers automated paystations strategically located in the parking garage. The City expects this complete parking conversion will increase efficiency, system productivity and improve customer service.

Section II: PARCS Components and Architecture

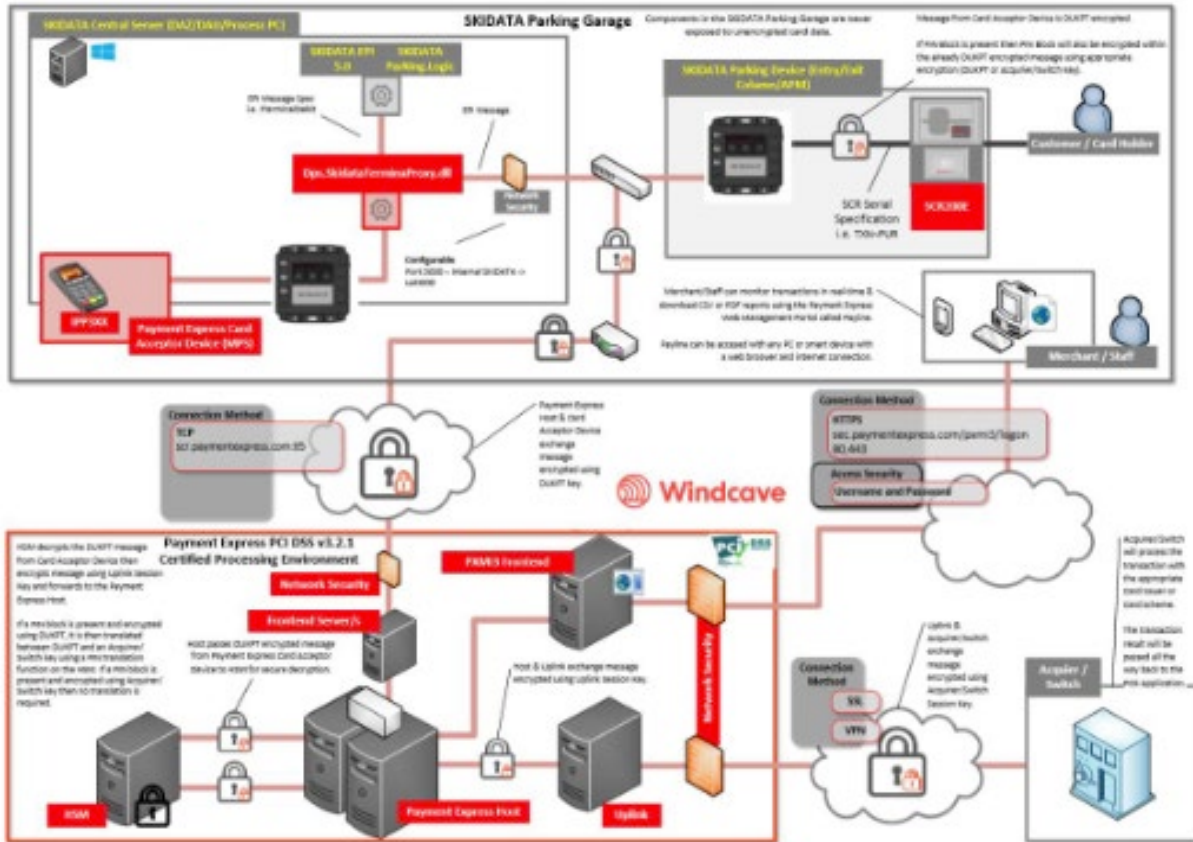
PARCS Components by Garage and Lane

	Power Gate Entry	Power Gate Exit	Barrier Gate Entry	Barrier Gate Exit	Tagmaster LRS Access Kit	Tagmaster LRS Column	Entry Access Pedestal	Exit Access Pedestal	Inductive Loop	Overhead Door Connect	License Plate Reader	Keypad	Intercom	Workstation & Peripherals	Handheld, Mobile EMV and Printers	Software	Server Bundle	Skiosk Smart Pay on Foot	
Denver Performing Arts Center Garage																			
13TH STREET	Entry	✓		✓									✓						
	Entry	✓		✓									✓						
	Exit		✓		✓								✓						
	Reversible	✓	✓	✓	✓								✓						
	Reversible	✓	✓	✓	✓								✓						
ARAPAHOE ST	Entry	✓		✓									✓						
	Exit	✓		✓									✓						
	Reversible	✓	✓	✓	✓								✓						
NESTED	Entry			✓			✓						✓						
	Exit			✓			✓	✓					✓						
	Bi-directional			(X/O)			✓	✓					✓						
Office, Management and Other											13			✓	6	✓	✓	✓	2
Cultural Center Complex Garage																			
12TH AVE	Entry	✓		✓	✓								✓						
	Entry			✓	✓								✓						
	Exit		✓		✓	✓							✓						
	Exit		✓		✓	✓							✓						
RESIDENT WEST 14	Entry			✓	✓		✓					✓							
	Exit			✓	✓		✓	✓				✓							
RESIDENT WEST 12	Entry			✓	✓		✓					✓							
	Exit			✓	✓		✓	✓				✓							
NEST	Bi-directional			✓	✓		✓												
Office, Management and Other														✓	✓		✓		
Minoru Yasui/303 Garage																			
Entry				✓			✓				✓								
Exit				✓			✓				✓								
Office, Management and Other															✓		✓		
Wellington Webb Municipal Building Garage																			
Entry		✓		✓	✓														
Entry		✓		✓	✓														
Exit			✓		✓		✓												
NEST	Entry			✓	✓		✓												
	Exit			✓	✓		✓												
Office, Management and Other															✓		✓		
Judges Garage																			
Bi-directional						2	✓												
Bi-directional						2	✓												
Office, Management and Other																			
Denver Justice Center Garage																			
Entry				✓			✓						✓						
Exit				✓			✓						✓						
Entry				✓			✓						✓						
Exit				✓			✓						✓						
Office, Management and Other															✓		✓		

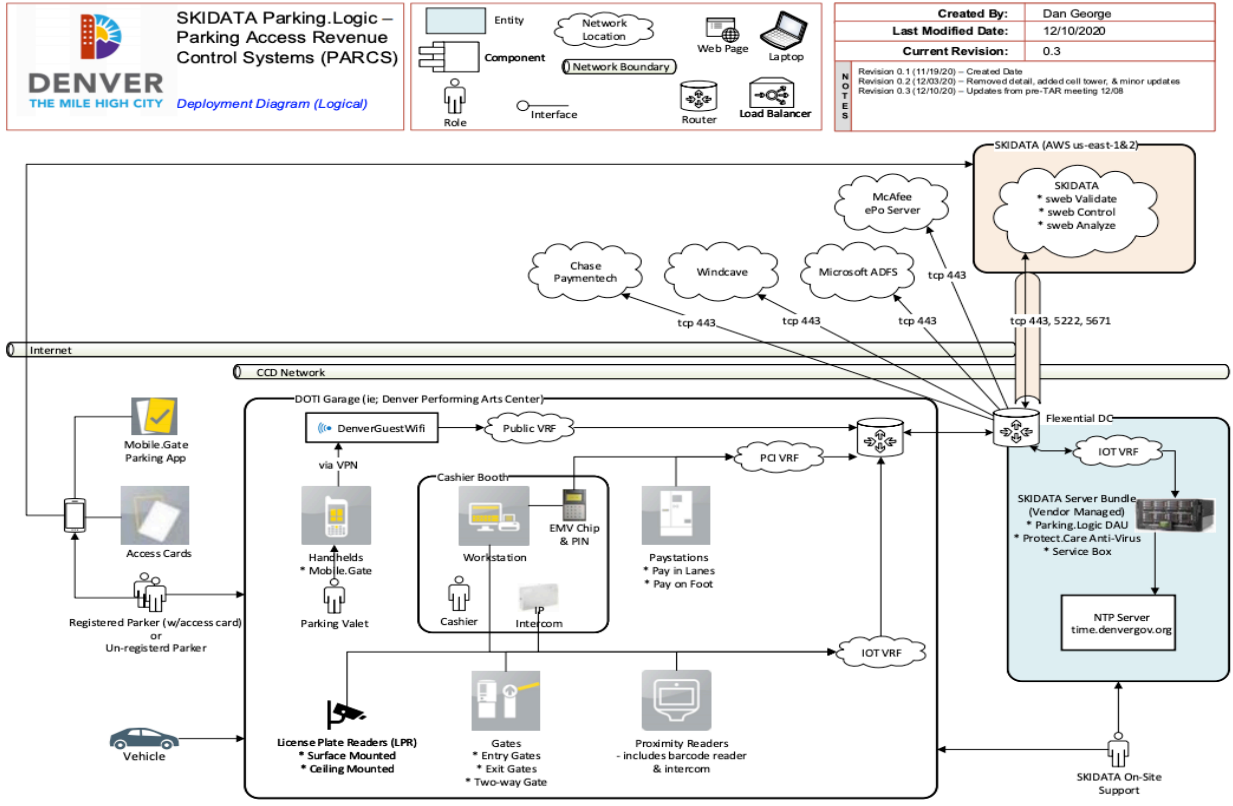
Parking Access and Revenue Control Architecture Overview



Parking Access and Revenue Control Architecture Overview



Parking Access and Revenue Control Deployment Diagram



Section III: PARCS Requirements

General Parking Access and Revenue Control

PARCS shall be a hybrid (cloud/locally hosted) access control system for those authorized to have access to parking facility, doors, or special parking areas. The PARCS solution proposed shall be a fully contained system and may contain the following integrated components:

- Access Control System (ACS)
- License Plate Recognition (LPR)
- In-Lane Equipment with intercom and camera system
- Pay-on-Foot Equipment
- Interfaces with Online Sales Channels
- Cashiering & Handheld components
- PARCS Management Software
- Invoicing/ A/R module
- Payment Processor and Gateway

1. Each transaction is to be processed as a revenue-controlled event/access or PARCS controlled non-revenue event.
2. Third-party security systems shall have ability to pulse gates for entry or exit using dry-contact relay activation.

3. Owner vehicles requiring free, unrestricted, and fast ingress and egress to facilities may be so accommodated using various RFID or other technologies. These transactions will be recorded by the Access Control System (ACS) as a non-revenue event.
4. The system shall support monthly parkers who prepay for parking monthly and have unrestricted in or out privileges during all hours.
5. The system shall support frequent parkers who prepay or prearrange billing and will be able to be billed or charged for parking at fees equal to or discounted, from revenue general and parking shall be accepted by the system.
6. PARCs shall be able to recognize and process a minimum of 2,500 users from any reader or door controller installed at the facility.
7. PARC shall include ability to vend gates remotely and shall include the ability to communicate with a remote management service and/or on-site staff member through pay station intercoms.

License Plate Recognition (LPR)

PARCS shall include LPR technology for a cashless experience for customers in Parking Garages. LPR functionality shall also be used to improve accountability by aiding in the processing of exception transactions.

1. LPR devices shall be placed at Entry and Exit lanes as per SKIDATA's design.
2. LPR system shall be mounted and configured to maximize automatic plate matching.
3. LPR exceptions (no match, no tag, etc.) shall trigger an alert or alarm. The City shall have the ability to disable such alarms, if desired and run passive mode.
4. The vendor shall provide all required cameras, filters and the necessary supplementary lighting necessary to equip every public parking entry and exit lane in a manner that will provide full LPR subsystem functionality.
5. The Contractor shall also provide all housings, mounting posts, brackets, shielding or protective devices required and appropriate to protect LPR lane components from damage, tampering or theft.

Proximity (RFID) Cards

PARCS shall include a card access system to support the City's parking program. For the Denver Performing Arts Center proximity (RFID) card readers will serve as the primary credential in the Reserved Area.

PARCS Card Access System shall support a hierarchy of access levels defined as groups

1. Groups with access shall be provided the following parameters of access
 - a. Active time and date
 - b. Inactive time and date
 - c. Specific door control or parking level access
 - d. Anti-pass back controls
 - e. Door strike and hardware control
 - f. Rates structures/plans for dates and times parked
 - g. Extended time beyond allowed access to be charged to account.
2. Cards used for access within the PARCS system shall be reusable/reprogrammable with minimum of 10 uses/reprograms.
3. System shall allow a minimum of 20 programmable attributes for account/card holding parkers.
4. Access shall be denied for card holders with expired accounts (group or prepaid).

Vehicle Detection Loop or Vehicle Detectors

1. The Proposer should ensure that detectors shall be installed for barrier gates, ticket dispensers, exit stations, LPR camera readers, LPR/RFID antenna/reader, PROX/bar code readers, count system and any other device that requires loop detection input to function as a complete system. The Proposer will be responsible for inspecting the currently installed inductive loops to ensure that they are in good working order and are adequate for a complete working system.
2. In the event that new detection loops are required, any newly installed parking equipment detector loops installed by Proposer:
 - a. Shall be complete and terminated at the vehicle detectors without breaks or splices.
 - b. Proposer shall be responsible for complete installation of the embedded loops, including required saw-cuts.
 - c. Approved loop sealant must be used in order to provide weather and moisture protection for the loops.
 - d. Proposer shall use care and diligence in making saw-cuts to avoid contact with, or exposure of, embedded concrete reinforcement or cabling.
3. Proposer shall use care and diligence in locating embedded loops so as to avoid interference from other metal objects. Proposer shall repair any damage to concrete curbs or islands resulting from the installation.

Intercom & Camera System

1. The Proposer shall provide an intercom system that consists of host intercom stations.
2. The intercom shall be a push-button intercom such that in the event a parker needs assistance while stopped in a lane, the button can be pushed, and a connection established between the field location and any host intercom station.
3. In the event that the arming loops are triggered for a configurable amount of time with no transaction being initiated, the intercom station in the lane shall automatically call the RPA.
4. The intercom and camera communications shall be directed to a command desk console located in the parking office with roll over capabilities to a second call center station as designated by the Authority. The parking office shall be equipped with an intercom base station that displays the physical location of the incoming intercom call.
5. Once activated, two-way communication shall be possible, and the intercom line shall remain open until the parking staff member terminates the call.

Barrier Gates

Barrier gates in Entry and Exit Lanes shall meet the following requirements:

1. The barrier gate shall provide an effective ingress and egress to one-way vehicles in the entrance and exit lanes. The barrier arm shall retract quickly in a vertical plane on a command signal from the entry station - ticket dispenser, exit station, LPR/RFID permit reader, card reader, or detector loop depending on location, and return to the lower position upon a signal from a detector ("closing loop") located beyond the gate arm. Electronic sensor switches or variable motor measurement is preferred over mechanical limit switches to control the up and down stopping points of the barrier gate arm.
2. Barrier gates may be online to the central computer and shall be capable of responding to remote "raise", "lower", "open lane" and "close lane" commands through a network device from the central computer. A real-time status condition is required for all barrier gates.

3. Barrier gates shall transmit status messages to the central computer to indicate "UP" and "DOWN" status and gate malfunction or alarm condition.
4. The barrier gate shall be installed and shall incorporate in one housing all necessary components for the functioning of the unit. The assembly shall operate in the environmental conditions of the installed location. The barrier arm shall be a breakaway design that can be easily be replaced when broken. The height of the gate arm shall be approximately thirty-six (36) inches from drive level in the DOWN position. Provide and install articulating gate arms where required by low ceiling height.

Automated Pay-On-Foot Equipment

Automated Payment Stations may provide the following components and capabilities:

1. POF stations will meet all ADA installation and operating requirements.
2. POF stations will accept payment by cash (notes), credit card, debit card, QR barcode device (optional), and integrated chip and pin reader.
3. Front access door will be fitted with tamper-resistant locking and provide alarm contacts upon entry.
4. POF cabinet shall be weather resistant to all climates and designed for the specific weather associated with Denver, CO.
5. POF Station will accept notes and escrow One, Five, Ten-, and Twenty-Dollar denominations in any sequence during the transaction. The note acceptor will reject from escrow all damaged notes and shall store all approved incoming notes into the vault.
6. POF station shall accept validation coupons, chaser tickets, or other credential for partial or full payment of parking fee.
7. Intuitive parker interface monitor/screen with pictographs as necessary to assist the parker through the payment process.
8. Cancel button that allows a parker to cancel a transaction once a parking ticket has been inserted.
9. All static text shall be in English or other approved language with universal icons and graphics.
10. Parker interface capable of displaying two user-selective languages at a minimum, including English and Spanish.
11. Illuminated ticket slot.
12. Capable of processing parking fee payments using multiple forms of payment, e.g., any combination of credit card payment, coupon or validation.
13. Barcode reader for reading coupons, tickets, and PDA electronic visual display integrated into the face of the pay station (optional).
14. Capable of completing online, real-time credit card authorization as well as storing offline credit card transactions for uploaded upon re-establishment of communications.
15. Permit the City to change or configure the grace time (the number of minutes between the time a ticket is paid and the time a driver exits with vehicle through exit lane).
16. Audit log when a cabinet has been opened or closed.
17. Receipt generation upon successful payment.

In Lane Equipment

1. Entry and exit machines should be able to display customer supplied video or play audio to assist customers with steps needed to complete transactions.
2. Exit machine and Automatic Payment Machines should be able to retract and retain validation tickets and, at exit, retain entry ticket.

3. Entry and exit machines should include incorporated visual indicators to alert customers lanes are either open or closed.
4. Each entry, exit, and payment machine should include barcode reader capable of reading 1D and 2D barcodes
5. Tickets should use barcode not magnetic stripe technology.
6. Ability to produce a ticket that allows the Patron to exit the facility without opening the exit gate.

Handheld Payment

The PARCS solution shall include a handheld payment solution that supports payment collection by cash and credit card.

Warranty, Repair, Maintenance & Support

1. Proposers must offer comprehensive customer support 7 days a week including holidays. Proposer shall describe technical support services, including 24/7-day customer support help desk availability (including holidays), on-line help features, transaction assistance, on-site support and technical support, during and beyond the installation and warranty periods. Proposer shall describe who is responsible for supporting the equipment including any and all subcontractors.
2. Timely, same-day responses are required based upon a mutually agreed escalation matrix.
3. Proposer must be able to provide on-site emergency service and repair within a maximum of 48 hours from notification, 24 hours/day and 7 days a week.
4. Proposer shall provide proof that it is an authorized manufacturer representative for the equipment proposed.
5. The PARCS shall include a factory warranty that equipment is free from defects in design, material, manufacturing and operation. During this period, Contractor will cover all parts & labor costs associated with any defects due to normal operations.
6. The Installing PARCS Contractor shall guarantee the equipment, wire, cable, and installation for 24 months from date of project completion and acceptance.
7. The installing PARCS Contractor shall provide a quarterly preventive maintenance program on supplied hardware and software for the duration of the manufacturer warranty period. This includes software & firmware updates at no additional charge.
8. The PARCS Manufacturer shall guarantee availability of parts, for minimum of ten (10) years from date of project completion and acceptance.
9. Contractor shall provide an option for extended full parts & labor hardware and software coverage. This will include a preventative maintenance program and software and firmware updates.
10. Contractor must notify operator a minimum of ten (10) business days in advance of any scheduled service interruptions.
11. Contractor shall provide a detailed list of replacement parts stock which are recommended for City to keep on-hand.

Payment Methods, Payment Processing and Refunds

1. All payment transactions, processes and method must comply with all standards set forth in the Compliance section of this RFP including PCI-DSS compliance and compliance with Cash-handling and Data Protection standards regulations.
2. The following credit card and debit card payments will be accepted:
 - VISA
 - Mastercard

- Discover
 - Bank Debit Cards with Credit Card logo
3. The City shall be the merchant of record. The proposer will use the City’s Payment Gateway Processer, Chase Merchant Services.
 4. Each credit card transaction shall be encrypted and sent directly to clearinghouse to provide on-line real time approvals
 5. Maximum authorization time from patron confirmation to clearinghouse authorization is ten (10) seconds.
 6. Payments may be accepted in an offline mode.
 7. Credit card readers shall be capable of reading mag stripe products.
 8. Credit card readers shall be capable of reading EMV smart cards with chip and pin technology.
 9. Other Payment types to be accepted may include NFC (Apple/Android pay).
 10. Must be able to accept 3rd party sales from vendors including but not limited to Spot Hero, Park Whiz, and Parkmobile.
 11. Cash shall be accepted at Pay-on-foot in the form of notes. Cash shall be accepted by Cashiers in the form of notes and coins.
 12. Refunds may be processed and issued by authorized Parking personnel and in the event of Online and 3rd Party cancellations.
 13. Equipment including Pay-on-foot, Pay-in-Lane can operate in ‘offline’ mode which allows the terminal to process transactions without immediate authorization from the merchant services provider. These offline transactions will then be processed through the merchant services provider when online capability is restored. Additionally, terminals and lanes will be configured to minimize failures to each operating lane and ensure that a "lane" can process transactions without communication to the internet or servers

Pay Location	Credit/Debit	Cash
Pay-In-Lane	Y	N
Pay-on-Foot	Y	Y
Handheld Payment	Y	Y
On-line Web Portal	Y	N
3 rd Party Sales	Y	N
Cashier/Office	Y	Y

Interfaces to Online Sales Channels

Interfaces to online sales channels shall be available for City customers to create and manage accounts, as well as purchase monthly, event and special parking products.

PARCS Management System

The PARCS management system (PARCS MS) will be available to authorized parking personnel for use in day-to-day parking facility operations, parking operations management and administration of the parking program. The following requirements are required to support these functional areas:

General Deployment

Sweb.Control, Sweb.Validate, and Sweb.Analyze will be browser-based and web-browser enabled; the afore mentioned software is accessible by an authorized user through any internet browser of any City approved web

enabled workstation or mobile device. Users shall not require a client version of the software installed on their workstations or mobile devices to access the noted PARCS applications.

Occupancy Monitoring

PARCS MS shall provide the following occupancy monitoring features:

1. Unique count of every vehicular entry or exit from each area designated or floor designated as a zone.
2. Ability to configure the number of parking spaces within an area or zone.
3. Threshold limits shall be used to trigger full status.
4. Full status or count shall be able to be over-ridden by the PARCS MS operator and Administrator to allow resumption of parking transactions.
5. Signage shall be either dynamically (logic) or manually controlled based on counts.
6. Dynamic signage shall display as open/closed or a numeric space count.
7. Occupancy shall be maintained for each parking facility and display separate counts for each parking facility, occupancy or space available.
8. Lane, facility and zone counts shall be available in hourly intervals. This data shall be available for specialized reports.
9. Activity Usage Reports shall be provided and shall include at a minimum date, time, card number, and location of entry as well as exit location.
10. Count Reports shall be provided to monitor, and report counts of the ACS card holders present on an hourly basis by group, lot occupancy.
11. Tracking shall include occupancy and report peak occupancy during each hour in real-time.

Equipment Monitoring

1. Monitor operational status of all entry and exit lanes and APMs.
2. Warning alarms displayed and tracked through PARCS MS for the following conditions:
 - a. Lane status; open or closed.
 - b. Gate failure.
 - c. Gate up.
 - d. Low-ticket supply.
 - e. Ticket in throat.
 - f. Illegal entry or exit (reverse direction through lane).
 - g. Back-out ticket.
 - h. Ticket jam.
 - i. Vehicle detected in lane for longer than 30 seconds without initiating transaction.
 - j. Count status.
 - k. Passback violation.
 - l. Pay-on Foot equipment tampering.
 - m. Pay-on-foot door status, open or closed.
 - n. Pay-on-foot receipt paper status.
3. Visual abnormal status alarms at each workstation.
4. When an alarm is turned off, visual signals stop at all workstations.
5. A daily log report identifying all system alarms.

Revenue Control System (RCS)

The following **high-level functions** shall be available:

1. Remote programming of all devices that process revenue-controlled transactions.
2. Testing of fee structure prior to upload to the active parking system.
3. Consolidated data and reporting from all devices processing revenue-controlled transactions.
4. Search, display and review of transactions based on user-defined parameters.

Revenue Control Reports

Report shall be available which can be displayed on a monitor, printed on a printer, converted to file (CSV, Excel, etc.) and are sortable chronologically and by shift or lane. Sample of desired reports include:

1. Daily Event Log - A listing of changes to system and users who made changes, including facility lane equipment alarms, remote gate opening, and system log on/off.
2. Daily Transaction Report – A daily summary of all transactions processed at each entry lane, pay-on-foot, or exit lane, including time, transaction time, payment amount and type.
3. Entry lane counts.
4. Exit lane counts.
5. Revenue Alarms Report – Provide report to include at a minimum remote gate vends and manual gate open counts.
6. Monthly Lane Volume Report - Provide entry and exit counts by date. This report is used for management planning and statistical information.
7. Monthly Duration Report - Provide duration of stay based on patrons' elapsed parking time and patron time of entry. This report is utilized in rate structure and facility usage analysis, management planning, statistical information, rate analysis, and revenue analysis. Ticket Sequence Report – Provide a complete sequence of transactions related to individual tickets (i.e., information about how and when a ticket was issued tied to how and when fee was paid and ticket was processed).
8. Monthly Ticket Value Report - Provide ticket stratification based upon value of all transactions processed. Provide breakdowns for each rate structure. This report is used for revenue analysis, rate analysis, management planning, and statistical information.
9. Outstanding Ticket Report – Provide a listing of tickets that have been issued but are not yet processed at an exit.
10. Back-out/Stolen Ticket List – Provide a chronological list of back-out tickets issued by ticket dispenser for selectable times.
11. ACS Revenue by Payment Type – Provide revenue by payment type including ACS ID device number, account number, and month payment received.
12. Data integration shall be supported for the production of special forms such as invoices or mass mailings.

Rate Structures & Configuration

The Revenue Control System shall support the following:

1. A minimum of twenty different fee structures.
2. Each fee structure can program a minimum of forty fee increments.
3. Automatic adjustment for daylight saving time and leap year in fee calculations.

4. User defined maximums (12-hour, 24-hour, etc.)
5. Provide for:
 - a. Day, evening, and night rates.
 - b. Weekend rates.
 - c. Flat rates.
 - d. Special event rates.
 - e. Holiday rates.
6. User defined grace time parameters.
7. Coupon and Voucher programs (e.g. 10% off coupon is given for every 10th patron.)

Invoicing and Account Receivables

An integrated Invoicing/AR solution shall be provided as part of the PARCS MS. The Proposed solution is Paris from Integrapark. The City shall contract with Integrapark direct for the facilities identified that require these features. The accounting Package shall be integrated with the SKIDATA head-end solution and shall issue billing invoices for individual accounts as well consolidated billing for commercial accounts. Invoicing and A/R features to be supported include:

1. Ability to issue invoice to single or multiple accounts.
2. Account shall include the ACS device number or associated number, account number and monthly rate associated.
3. Ability to issue invoices for vehicle transactions that exceed a prescribed dwell time.
4. Ability to configure invoice fields including facility details, customer details, display of total, taxes and fees.
5. Ability to provide invoices by mail and email.
6. System shall provide a monthly report listing the total number of ACS group tags invoiced and the total dollar invoiced.
7. Package shall handle all general accounting functions including:
 - a. Invoice creation, aging and reports.
 - b. Ledgers for each account.
 - c. Adjustment ledgers.
 - d. Real-time reporting.
 - e. Historical customer and account reporting.

Sign-On and Security

1. Utilize protocols and passwords that prevent unauthorized access to software and hardware and manipulation of data and reports, including individual transactions.
2. Include minimum of 4 levels of access authorization to all operational, administrative and reporting functions and provide the following security features:
 - a. Define individual user and group-based security.
 - b. Ability to assign a unique user ID and password for each person authorized to use system.
 - c. Ability to establish an expiration period for passwords and periodically change that password for each authorized user ID.
 - d. Ability to disable a user ID following successive log-on failures exceeding a programmed limit.
 - e. Ability to view and report user and group level security rights and create user-defined fields.
 - f. Ability to de-activate codes for former users and internal and external customers.
3. Password protected PARCS MS subsystems to restrict access to individual functions of each subsystem:

- a. Revenue Control System Monitoring, Control, and Reporting.
- b. Access Control System Monitoring, Control, and Reporting.
- c. Occupancy Monitoring and Reporting.
- d. Equipment Monitoring and Reporting.
- e. Invoicing and A/R.
- f. Ad-hoc Reporting.

Event Tracking and Auditing

User activity shall be recorded for security and auditing purposes. PARCS shall maintain an audit trail file of operator, cashier, and administrator activities.

Interoperability

While there are no current requirements to operate with other City systems the proposer is expected to demonstrate interoperability abilities shall the need arise during the life of the contract. The Proposer shall demonstrate the use of:

- Open and published APIs to ensure the broadest support for interoperability between components and to facilitate integration and
- Secure (e.g. non-clear text and authenticated) standardized network protocols for the import and export of data.

Vendor Resources

Required Personnel: The following Personnel have been deemed required to fully execute the services within the Statement of Work

Role	Name	Responsibilities
Head of Projects	Mark Beatty	Provide overall support and management of the project and will assist the Project Manager in the planning of the project, and project implementation.
Sales Professional	Matthew Gambardella	Support from a design standpoint and a continued resource from initial project consult through implementation, as needed.
Operations Manager	Joe Mondragon	Provide support to the project manager and be a backup point of contact for planning, implementation, installation, and commissioning of the system.
Project Manager	Pat Moore	Main point of contact and responsible for planning and oversight of implementation, installation, and commissioning of the system. Responsible for managing warranty and service needs upon project completion.
Senior System Engineer	Alaa Abdallaoui	Provide high level technical direction and support of the network, server and devices.
System Engineer/Technician	William Reigeluth	Provide high level technical direction and support of the network, server and devices.

Technician	James Foley	Responsible for executing technical tasks as per the identified implementation schedule providing support for staff during initial installation and post-installation.
Technician	Juan Rodriguez	Responsible for executing technical tasks as per the identified implementation schedule providing support for staff during initial installation and post-installation.

City Resources

Personnel Expectations: The City will maintain staffing levels and personnel engagement consistent with its obligation to assist the Vendor in delivering Services. The City will promptly notify the Vendor of any changes in key personnel during the term of this Agreement.

The following Personnel will be available to assist in the execution of the services within the Statement of Work.

Role	Name	Contact
Manager – DOTI	Alyssa Alt	Alyssa.alt@denvergov.org
–Off-Street Program Manager - DOTI (PM)	Juan Alvarez	juan.alvarez@denvergov.org
Project Manager/Business Analyst – TS	Pam Kane	Pamela.kane@denvergov.org
Enterprise Architect	Dan George	Dan.george@denvergov.org
TS Solutions Architect	Luis Rexach	Luis.rexach@denvergov.org
DOTI Finance/Admin	Ian Dougherty Kristina Viveros	ian.dougherty@denvergov.org Kristina.leahy@denvergov.org
Cash Administrator	Alyssa Garrity	Alyssa.garrity@denvergov.org

Section IV: High-Level Project Plan

Expectation of Vendor Project Manager

Utilizes PMI (Project Management Institute) project management methodologies to provide communication and planning for the project. The vendor will use a professional issue tracker, such as JIRA or other project management tools to support the following:

- Project Management (Gantt charts, schedules, Project meetings and change orders)
- Software bug and issue tracking
- Hardware bug and issue tracking
- Request for new Features
- Automatic notification of updates via email and RSS feed. Q & A solutions
- Tracking tasks, developments and improvements Workflow system
- Time-tracking tools
- Meeting Minutes
- Assignments

Expectation of City Project Manager

The City Project Manager will work collaboratively with the Vendor to successfully implement PARCS by providing all requested data to the Vendor in a timely manner and taking the Vendor consultation and recommendations into consideration to ensure a speedy and successful project. The Project Manager will work the City Technology Services and Department of Transportation and Infrastructure project management best practice including providing weekly status to project stakeholders, managing the Technical Architecture Review (TAR) process and enterprise architecture and security review processes.

Change Management Plan

The Contractor and the City will develop an appropriate change management strategy that at a minimum will:

- Identify and fully articulate the organizational changes that the initiative will bring
- Develop specific transition and communication strategies for the various stakeholder groups
- Develop strategies for mitigating and managing major barriers for implementation
- Work with City counterpart(s) and communication support staff

Key Milestones

Below is a timeline **estimate of key milestone tasks associated** with the Implementation of the Denver Performing Arts Center Garage PARCS system. Project Plans will be developed for each Garage and phase of implementation.

Project	
Task Name	Duration
1. CONTRACT AWARD	4 days
Notice to Proceed	2 days
Receipt of Equipment PO	2 days
Advise sub-contractors and suppliers	2 days
Milestone 1: Contract Awarded	0 days
2. PROJECT INITIATION 1-Week	5 days
Team Allocation	2 days
Site Inductions	3 days
Produce Project Documentation	1 day
Receipt of Site CAD Drawings	1 day
Milestone 2: Project Initiated	0 days
SITE EXAMINATION 1-Week	5 days
Site Verification of Conditions	3 days
Verify conduits and wiring is properly installed	3 days
Examine substrates, areas, and conditions	2 days
Report Site Examination Results	2 days
Milestone 3: Site Examined	0 days
SYSTEM DESIGN REVIEW (SDR):	2 days
Deliver Informational Submittals - Contractor	2 days
Product Data Submittals Typical Lane Layouts Project Schedule Technical Approach	2 days

Transition Plan	2 days
Samples	2 days
Training Plan	2 days
Testing Plan - Shop Drawings to be submitted PARCS Manuals to be submitted	2 days
Request Owners Operational Information requests	2 days
Equipment Sourcing	20 - 40 days
PRE-INSTALLATION MEETING:	1 day
Required preparatory work	1 day
Review installation and implementation schedule	1 day
Review testing and acceptance procedures	1 day
Milestone: INSTALLATION DESIGN COMPLETE	1 day
SITE IMPROVEMENTS	7 days
Undertake preliminary lane deficiencies	2 days
Prepare locations ready to accept Installation	5 days
Milestone: Install Ready	0 days
TRAINING	2 days
Deliver Training for Supervisors	1 day
Deliver Training for System Administrators	1 day
Deliver Training for Accounting/Audit	1 day
Milestone: Remedial Training Complete	0 days
SUBSTANTIAL COMPLETION	24 days
PARCS Application Software	2 days
Data Communication System	5 days
PARCS Servers	2 days
PARCS Lanes	15 days
POFs	2 days
AVI System	15 days
Intercom System	2 days
PARCS Reporting System	2 days
Corrective actions documentation	2 days
Acceptance Test Punch List	1 day
Deliver Resolution schedule	1 day
Milestone: Substantial Completion Complete	0 Days
FINALIZE LIVE SITE	13 days
Remove Tools & Equipment from Site	1 days
Final Cleaning	2 day
Punch List Completion	10 days
Milestone: Ready for Final Acceptance	0 Days
FINAL SYSTEM ACCEPTANCE AND HAND-OFF	3 days
Confirm resolution of all outstanding items on the Punch List	1 day
Customer Signoff on Completed Project	1 day
As Builds,O&M's & Care Package Created (within 30 of Final Acceptance)	1 day

List of all TCP/IP devices	1 day
Searchable system doc. Library	1 day
Operator quick reference guides	1 day
Final Adjusted Billing	1 day
Service Support Handover	3 days

Section V: Training

The Vendor will provide training for the City's staff and partners, free of charge, during the service implementation phase.

The Vendor’s training department will provide a comprehensive training program including the provision training classes and training manuals to meet or exceed the project's needs. Each trainee will be provided with documentation, handouts and manuals covered in training classes. Training will be delivered in a dedicated in person or virtual classroom environment to achieve the best knowledge transfer. Vendor training hours will be adjusted as needed to meet City need with prior notice. The vendor will provide a training outline to the City for approval in advance of any training. The training schedule for initial installation will include training on all equipment, hardware and software systems installed as part of the PARCS design as outlined below:

TRAINING	2 days
Deliver Training for Supervisors	1 day
Deliver Training for System Administrators	1 day
Deliver Training for Accounting/Audit	1 day
Milestone: Remedial Training Complete	0 days

Ongoing Training will be made available to the City as part of the Vendors Service Agreement. Training will be offered as per the Service Agreement.

Annual – 4 Hr

The service agreement includes four hours of training per year.

All trainings will be performed at a SKIDATA training location or virtually. The training program will be defined according to the needs of the City and the training agenda will be subject to approval by City personnel. If training is part of the service agreement, attendance is required by the primary customer team in order guarantee service response time agreements.

Section VI: Support and Maintenance

Service Coverage Period: The following services will be available as indicated during the Service Coverage period.

Service Support

SKIDATA technicians will be available within the agreed coverage period by telephone, e-mail and customer portal for functional support.

- Each support case will be registered and handled according to standardized processes.
- Per support case via Help Desk, a support time of 15 minutes is included.
- Additional support will be charged according to the 'SKIDATA Expert Services Price List' or is covered by the service agreement.
- Within the defined coverage period of the selected option no supplements (weekend- or nightwork) will be charged.
- Within the defined coverage period of the selected module the agreed 'time to support remote' and the 'time to support on-site' values are valid.
- The Help Desk may only be called by customer employees who have been trained to use SKIDATA systems.

SKIDATA.CARE PACK MODULES						
SERVICE NAME		WARRANTY	BASIC	EXTENDED	PREMIUM	PREMIUM PLUS
		(TWO YEARS)				
REACTIVE	Coverage period	MON to FRI 08AM to 5PM	MON to FRI 08AM to 5PM	MON to SUN 08AM to 5PM	MON to SUN, 24 Hr	MON to SUN, 24 Hr
	Time to support remote [Hr] [Critical, Major, Moderate, Minor]	8/24/48/48	8/24/48/48	4/8/24/24	2/4/8/8	1/4/8/8
	Time to support onsite [Hr] [Critical, Major, Moderate, Minor]	24/72/72/72	24/72/72/72	24/48/72/72	8/24/48/48	4/8/24/24
	Service labor	Not included	Not included	Incidents	Incidents + Requests	Incidents + Requests + Third Party
PREVENTIVE	Hardware Maintenance	Not included	Quarterly	Quarterly	Quarterly	Quarterly
	Software Maintenance	Included	Included	Included	Included	Included
	Training	Not included	Not included	Annual 4 Hr	Annual Full day	Bi-annual Full day
	Performance Review	Call history export	Call history export	Quarterly	Monthly	Monthly + TCO Plan
PARTS	Spare Parts, excl. wear and tear	Included	Not Included	Not Included	Not Included	Not Included

Onsite and Remote Support Response Times

Within the agreed coverage period, each incident will be prioritized and handled according to the agreed classification. Incidents are classified into four categories described below. The classification of incidents is done by Vendor in agreement with the customer.

Incident classification

Category	Description	Response Time in Hours
Critical	The contractually agreed use is impossible or unreasonably restricted and the error materially affects the Principal's business processes.	See Extended Care
Major	The contractually agreed use is very restricted. The error materially affects the Principal's business processes, however, the Principal is still able to continue to work in a restricted manner.	See Extended Care
Moderate	The contractually agreed use is slightly restricted. The error slightly affects the Principal's business processes, however, the Principal is still able to continue to work in a slightly restricted manner.	See Extended Care
Minor	Incidents which do not fall into any other category.	See Extended Care

Prioritization Times

Category	Time to Support Description
Remote	Time between the notification of an incident by the customer or the detection of an incident by SKIDATA and the time until SKIDATA starts troubleshooting remote.
On-Site	Time between the notification of an incident by the customer or the detection of an incident by SKIDATA and the arrival at the site where the incident is detected, if it cannot be fixed by means of remote access or telephone support.

Service Labor

Within the agreed coverage period, different types of service labor activities can be included. Service labor activities are divided into three types which are described below.

Incidents

Incident management is performed by a logical, systematic search for the cause of a problem so that the device or process is ready for operation again after the solution.

Service requests

Service requests are plannable activities to change the behavior and functionality of the access system.

Service on third party equipment

Third party equipment is hardware and software not provided by SKIDATA but related to the functionality of the access system. Third party equipment covered by the agreement must be listed within appendix B.

To provide effective troubleshooting, SKIDATA's service is organized in local and central service teams. All service engineers will be connected with central technical (CTS) support at SKIDATA headquarters and with the worldwide

acting R&D teams. Troubleshooting is may be completed done remotely. If remote troubleshooting is not possible, SKIDATA reserves the right to carry out a service visit on-site to handle the incident.

Excluded labor activities:

- Troubleshooting of issues caused by misconduct of customer employee or operators
- Troubleshooting of issues caused by force majeure

Required spare parts will be invoiced if the option 'Spare Parts.Care' is not part of this agreement.

Hardware Maintenance

Hardware maintenance is a preventive maintenance and includes the inspection, cleaning, and adjustment of hardware components as well as the execution of test runs necessary for proper operation. The costs of labor and travel are included.

Hardware maintenance is classified into Level 1 and Level 2 activities.

Level 1 activities: Cleaning and visual inspection

Level 2 activities: Maintenance according to inspection plan, replacement of wear parts if necessary. A detailed list of activities is available on request.

Required spare parts will be invoiced if the option 'Spare Parts.Care' is not part of this agreement.

Software Maintenance

Software maintenance is a preventive maintenance and includes selected checks of the SKIDATA software and operating system. The costs of labor and travel are included.

Software maintenance is classified into Level 1 and Level 2 activities.

Level 1 activities: Patching (operating system, SKIDATA software)

Level 2 activities: Database maintenance (archiving, indexing, log-file check, maintenance plan), updates within the same SKIDATA software release

A detailed list of activities is available on request.

The correction of any residual errors in any software products which may be discovered by the Contractor or by the City and County will be considered maintenance. Such maintenance will be performed by the Contractor without additional charge for the duration of this Contract. Suspected errors discovered by the City and County in the software products will be handled by the following procedure:

1. A listing of the output and a copy of the evidential input data in machine-readable format will be submitted to the Contractor along with a completed copy of the appropriate Contractor information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error was noted.
2. Errors in the software product as verified by the Contractor will be corrected by providing a new copy of said software product or a new copy of the affected portions in machine-readable format.

3. The Contractor will be available to assist the City and County in isolating and correcting error conditions caused by the City and County's particular hardware or operating system at rates specified in this Contract. If the Contractor is called upon by the state to correct an error caused by the City and County's negligence, modification by the City and County, City and County-supplied data, or machine or operator failure or due to any other cause not inherent in the original software products, the Contractor reserves the right to charge the City and County for such service on a time and material basis at rates in accordance with the Contract.
4. Errors due to software outages are also considered maintenance and such maintenance will be performed by the Contractor without additional charge for the duration of this contract.

Performance Review

SKIDATA will provide performance reviews according to the following schedule to analyze the performance of SKIDATA's service delivery.

The following performance review types are available.

Call history export: On request a summary of logged service calls will be provided. The summary is an export of SKIDATA's service management application.

Quarterly report: SKIDATA provides proactive a summary of logged service calls per quarter. The summary is an export of SKIDATA's service management application. It includes the fulfillment level of the agreed SLAs and shows basic performance statistics.

Spare Parts Care: The option 'SPARE PARTS.CARE' extends the service agreement with the supply and installation of spare parts.

Spares repaired by SKIDATA are refurbished and fully functional. Excluded from the scope of delivery are spare parts which have been damaged by improper use, vandalism or weather conditions. Wear and tear parts are excluded from the scope of delivery:

- Thermo printer head
- Sheer bolts
- Barrier arms
- Short term tickets
- Backup batteries for UPS

Anti-Virus Service

The option 'PROTECT.CARE' extends the service agreement with the installation and operation of an SKIDATA qualified anti-virus solution. All SKIDATA products with Microsoft Windows[®] based operating systems should be equipped with an anti-virus service agent. The agent communicates via the Internet with the central anti-virus service to get the latest security updates (patterns). The agent protects against malicious software infection, detects potential threats, and removes them to prevent system downtime.

Upgrade care

The option 'UPGRADE.CARE' extends the service agreement with regular upgrades of the management software of the SKIDATA access solution. Upgrade means the transition from one major release to the subsequent one. It usually contains some major new features as well as basic enhancements that extend the functionality of software or hardware.

The upgrade includes the required SKIDATA software licenses, the preparation of the upgrade and the installation of upgrade. SKIDATA has a special focus to minimize the downtime of the access solution during the upgrade.

A prerequisite for the 'Upgrade.Care' option is an access solution with a supported management software (Parking.Logic, Freemotion.Logic, Handshake.Logic) installed.

Section VII: Quality Assurance

System and Hardware Testing: The developed system must undergo rigorous unit, system, integration, interface and user acceptance testing. All software components separately and together shall be tested, as required. All data integrations shall also be tested to ensure that the system interacts with other systems as expected. The vendor shall provide detailed test cases, as well as testing status updates and resolutions for issues identified.

Section VIII: Compliance

Compliance Review: The Contractor will ensure that the PARCS solution continues to meet all City Policies as well as Federal, State and local laws and regulations. The Contractor will attest to adherence with the following City Policies annually. The City will make available all applicable City policies to the Contractor.

- Data Retention Policy
- Department of Finance Cash City and County of Denver – Department of Finance Cash, Risk and Capital Funding Division Receipting Requirements for City Funds
- ADA policy
- Branding and UX Standards
- Security Policy (MFA)
- Data Protocols
- PCI Compliance
- IOT Policy

Section IX: Transition Requirements

In order to implement the new PARCS solution, the City requires an orderly and planned transition including system configuration rigorous testing, operational and system training and business continuity planning. The vendor will be required to produce a detailed transition plan. It is anticipated that the current PARCS and the new SKIDATA PARCS will operate in parallel until the new system is deemed stable, meets requirements and passes final testing and acceptance. The duration of this dual operations will be detailed during the Design phase of the project. It is important to minimize the duration of dual operations to reduce technical and operational complexities.

Business Continuity Plan: A Business Continuity Plan shall be created that prescribes how to conduct business and serve clients following a disruptive event, before restoration of services occurs. Finalize the Service Recovery (aka Disaster Recovery) Plan detailing a plan of action in the event operations are disrupted by events such as severe weather, fire, earthquake, malicious activity, or electric utility disruption. Plans should include provisions to update and improve these plans at least annually, or each time services or infrastructure undergoes major changes. Related activities may include IT security classification, risk assessment, and compliance evaluation.

Section X: Price

The vendor will invoice the City for hardware, software, support, maintenance and project costs according to the pricelist in this section. Payments will be made to the vendor pursuant to the City’s Prompt Pay Ordinance section ‘Standard Purchase Contracts for goods/services for which prevailing wage is not required’.

SKIDATA Price Sheet					
Hardware					
Description (Lane, Office, Other)	Component Description	Includes	Quantity	Equipment Cost	
Denver Performing Arts Center Garage					
13th Street Entry #1	Power.Gate Entry	Receipt Printer, Barcode Scanner, EMV Processor, LPR Reader, HID Reader, Heater	1	\$ 7,083.41	\$ 7,083.41
	Barrier Gate Entry (O)	Articulating Arms	1	\$ 2,888.17	\$ 2,888.17
13th Street Entry #2	Power.Gate Entry	Receipt Printer, Barcode Scanner, EMV Processor, LPR Reader, HID Reader, Heater	1	\$ 7,083.41	\$ 7,083.41
	Barrier Gate Entry (O)	Articulating Arms	1	\$ 2,888.17	\$ 2,888.17
13th Street Exit #1	Power.Gate Exit	Receipt Printer, Barcode Scanner, EMV Processor, LPR Reader, HID Reader, Heater	1	\$ 7,083.41	\$ 7,083.41
	Barrier Gate Exit (X)	Articulating Arms	1	\$ 2,882.65	\$ 2,882.65
13th Street Bidirectional #1	Power.Gate Entry	Receipt Printer, Barcode Scanner, EMV Processor, LPR Reader, HID Reader, Heater	1	\$ 7,083.41	\$ 7,083.41
	Power.Gate Exit	Receipt Printer, Barcode Scanner, EMV Processor, LPR Reader, HID Reader, Heater	1	\$ 7,083.41	\$ 7,083.41
	Barrier Gate Entry (O)	Articulating Arms	1	\$ 2,888.17	\$ 2,888.17
	Barrier Gate Exit (X)	Articulating Arms	1	\$ 2,882.65	\$ 2,882.65
	Power.Gate Entry	Receipt Printer, Barcode Scanner, EMV Processor, LPR Reader, HID Reader, Heater	1	\$ 7,083.41	\$ 7,083.41
	Power.Gate Exit	Receipt Printer, Barcode Scanner, EMV Processor, LPR Reader, HID Reader, Heater	1	\$ 7,083.41	\$ 7,083.41
13th Street Bidirectional #2	Barrier Gate Entry (O)	Articulating Arms	1	\$ 2,888.17	\$ 2,888.17
	Barrier Gate Exit (X)	Articulating Arms	1	\$ 2,882.65	\$ 2,882.65
	Power.Gate Entry	Receipt Printer, Barcode Scanner, EMV Processor, LPR Reader, HID Reader, Heater	1	\$ 7,083.41	\$ 7,083.41
Arapahoe Street Entry #1	Power.GateEntry	Receipt Printer, Barcode Scanner, EMV Processor, LPR Reader, HID Reader, Heater	1	\$ 7,083.41	\$ 7,083.41
	Barrier Gate Entry (O)	Articulating Arms	1	\$ 2,888.17	\$ 2,888.17
Arapahoe Street Exit #1	Power.Gate Exit	Receipt Printer, Barcode Scanner, EMV Processor, LPR Reader, HID Reader, Heater	1	\$ 7,083.41	\$ 7,083.41
	Barrier Gate Exit (X)	Articulating Arms	1	\$ 2,882.65	\$ 2,882.65
Arapahoe Street Bidirectional #1	Power.GateEntry	Receipt Printer, Barcode Scanner, EMV Processor, LPR Reader, HID Reader, Heater	1	\$ 7,083.41	\$ 7,083.41
	Power.Gate Exit	Receipt Printer, Barcode Scanner, EMV Processor, LPR Reader, HID Reader, Heater	1	\$ 7,083.41	\$ 7,083.41
	Barrier Gate Entry (O)	Articulating Arms	1	\$ 2,888.17	\$ 2,888.17
	Barrier Gate Exit (X)	Articulating Arms	1	\$ 2,882.65	\$ 2,882.65
	Power.GateEntry	Receipt Printer, Barcode Scanner, EMV Processor, LPR Reader, HID Reader, Heater	1	\$ 7,083.41	\$ 7,083.41
	Power.Gate Exit	Receipt Printer, Barcode Scanner, EMV Processor, LPR Reader, HID Reader, Heater	1	\$ 7,083.41	\$ 7,083.41
Arapahoe Street Bidirectional #2	Barrier Gate Entry (O)	Articulating Arms	1	\$ 2,888.17	\$ 2,888.17
	Barrier Gate Exit (X)	Articulating Arms	1	\$ 2,882.65	\$ 2,882.65
	Power.GateEntry	Receipt Printer, Barcode Scanner, EMV Processor, LPR Reader, HID Reader, Heater	1	\$ 7,083.41	\$ 7,083.41
Nestled Area Entry #1	Pedestal Entry	Smart Barrier, Door Reader	1	\$ 2,628.25	\$ 2,628.25
	Barrier Gate Entry (O)	Articulating Arms	1	\$ 2,888.17	\$ 2,888.17
	Pedestal Exit	Smart Barrier, Door Reader	1	\$ 2,628.25	\$ 2,628.25
Nestled Area Exit #1	Barrier Gate Exit (X)	Articulating Arms	1	\$ 2,882.65	\$ 2,882.65
	Pedestal Entry	Smart Barrier, Door Reader	1	\$ 2,628.25	\$ 2,628.25
Nestled Area Bidirectional #1	Pedestal Exit	Smart Barrier, Door Reader	1	\$ 2,628.25	\$ 2,628.25
	Barrier Gate (X/O)	Articulating Arms	1	\$ 2,617.68	\$ 2,617.68
	Pay-on-Foot	Skiosk.Smart	2	\$ 24,934.84	\$ 49,869.68
LPRs (Surface)	Surface Mounted LPRs	4	\$ 2,457.68	\$ 9,830.72	
LPRs (Surface)	Ceiling Mounted LPRs	9	\$ 2,457.68	\$ 22,119.12	
Handhelds	Handheld Devices	6	\$ 3,376.47	\$ 20,258.82	
Denver Performing Arts Garage Hardware Total					\$ 250,577.26

Cultural Center Complex Garage					
12th Ave Entry #1	Power.Gate Entry		1	\$ 15,374.49	\$ 15,374.49
	Barrier Gate Entry (O)		1	\$ 5,825.07	\$ 5,825.07
	Tagmaster LR3 Access Kit		1	\$ 4,844.79	\$ 4,844.79
12th Ave Entry #2	Power.Gate Entry		1	\$ 15,374.49	\$ 15,374.49
	Barrier Gate Entry (O)		1	\$ 5,825.07	\$ 5,825.07
	Tagmaster LR3 Access Kit		1	\$ 4,844.79	\$ 4,844.79
12th Ave Exit #1	Power.Gate Exit		1	\$ 15,374.49	\$ 15,374.49
	Tagmaster LR3 Column		1	\$ 3,701.38	\$ 3,701.38
	Barrier Gate Exit (X)		1	\$ 5,825.07	\$ 5,825.07
12th Ave Exit #2	Power.Gate Exit		1	\$ 15,374.49	\$ 15,374.49
	Tagmaster LR3 Column		1	\$ 3,701.38	\$ 3,701.38
	Barrier Gate Exit (X)		1	\$ 5,825.07	\$ 5,825.07
Resident Nest #1 Entry	Barrier Gate Entry (O)		1	\$ 5,825.07	\$ 5,825.07
	Tagmaster LR3 Access Kit		1	\$ 4,844.79	\$ 4,844.79
	Entry Access Pedestal		1	\$ 4,324.31	\$ 4,324.31
	Keypad Reader 40K		1	\$ 161.00	\$ 161.00
Resident Nest #1 Exit	Barrier Gate Exit (X)		1	\$ 5,825.07	\$ 5,825.07
	Tagmaster LR3 Column		1	\$ 3,701.38	\$ 3,701.38
	Exit Access Pedestal		1	\$ 4,050.31	\$ 4,050.31
	Keypad Reader 40K		1	\$ 161.00	\$ 161.00
Resident Nest #2 Entry	Barrier Gate Entry (O)		1	\$ 5,825.07	\$ 5,825.07
	Tagmaster LR3 Access Kit		1	\$ 4,844.79	\$ 4,844.79
	Entry Access Pedestal		1	\$ 4,324.31	\$ 4,324.31
	Keypad Reader 40K		1	\$ 161.00	\$ 161.00
Resident Nest #2 Exit	Barrier Gate Exit (X)		1	\$ 5,825.07	\$ 5,825.07
	Tagmaster LR3 Column		1	\$ 3,701.38	\$ 3,701.38
	Exit Access Pedestal		1	\$ 4,050.31	\$ 4,050.31
	Keypad Reader 40K		1	\$ 161.00	\$ 161.00
Nest Bidirectional	Barrier Gate Entry (O)		1	\$ 5,825.07	\$ 5,825.07
	Barrier Gate Exit (X)		1	\$ 5,825.07	\$ 5,825.07
	Tagmaster LR3 Access Kit		1	\$ 4,844.79	\$ 4,844.79
	Tagmaster LR3 Access Kit		1	\$ 4,844.79	\$ 4,844.79
Cultural Center Complex Garage Hardware Total					\$ 181,016.16
Minori Yasui/303 Garage					
Entry #1	Barrier Gate Entry (O)		1	\$ 4,842.68	\$ 4,842.68
	Tagmaster LR3 Access Kit		1	\$ 4,844.79	\$ 4,844.79
	Overhead Door Connection Kit		1	\$ 610.78	\$ 610.78
Exit #1	Barrier Gate Exit (X)		1	\$ 4,842.68	\$ 4,842.68
	Tagmaster LR3 Access Kit		1	\$ 4,844.79	\$ 4,844.79
	Overhead Door Connection Kit		1	\$ 610.78	\$ 610.78
Minori Yasuri/303 Garage Hardware Total					\$ 20,596.50
Wellington Webb Building Garage					
Entry #1	Power.Gate Entry		1	\$ 9,010.76	\$ 9,010.76
	Barrier Gate Entry (O)		1	\$ 4,986.48	\$ 4,986.48
	Tagmaster LR3 Access Kit		1	\$ 4,844.79	\$ 4,844.79
Entry #2	Power.Gate Entry		1	\$ 9,010.76	\$ 9,010.76
	Barrier Gate Entry (O)		1	\$ 4,986.48	\$ 4,986.48
	Tagmaster LR3 Access Kit		1	\$ 4,844.79	\$ 4,844.79
Exit #1	Power.Gate Exit		1	\$ 9,101.76	\$ 9,101.76
	Tagmaster LR3 Column		1	\$ 3,701.79	\$ 3,701.79
	Barrier Gate Exit (X)		1	\$ 4,865.75	\$ 4,865.75
Nest #1 Entry	Barrier Gate Entry (O)		1	\$ 4,986.48	\$ 4,986.48
	Tagmaster LR3 Column		1	\$ 4,844.79	\$ 4,844.79
Nest #1 Exit	Barrier Gate Exit (X)		1	\$ 4,865.75	\$ 4,865.75
	Tagmaster LR3 Column		1	\$ 3,701.38	\$ 3,701.38
Wellington Webb Garage Hardware Total					\$ 73,751.76
Judges Garage					
Bidirectional #1	Tagmaster LR3 Access Kit		1	\$ 4,844.79	\$ 4,844.79
	Tagmaster LR3 Access Kit		1	\$ 4,844.79	\$ 4,844.79
	Overhead Door Connection Kit		1	\$ 610.78	\$ 610.78
	Overhead Door Connection Kit		1	\$ 610.78	\$ 610.78
	Induction Loop		1	\$ 167.26	\$ 167.26
	Induction Loop		1	\$ 167.26	\$ 167.26
	Tagmaster LR3 Access Kit		1	\$ 4,844.79	\$ 4,844.79
	Tagmaster LR3 Access Kit		1	\$ 4,844.79	\$ 4,844.79
	Overhead Door Connection Kit		1	\$ 610.78	\$ 610.78
Bidirectional #2	Overhead Door Connection Kit		1	\$ 610.78	\$ 610.78
	Induction Loop		1	\$ 167.26	\$ 167.26
	Induction Loop		1	\$ 167.26	\$ 167.26
Judges Garage Hardware Total					\$ 22,491.32

Denver Justice Garage					
Entry #1	Barrier Gate Entry (O)		1	\$ 5,100.68	\$ 5,100.68
	Entry Access Pedestal		1	\$ 9,001.84	\$ 9,001.84
	Keypad Reader 40K		1	\$ 161.00	\$ 161.00
	Installation		1		\$ -
Exit #1	Barrier Gate Exit (X)		1	\$ 5,100.68	\$ 5,100.68
	Exit Access Pedestal		1	\$ 4,844.79	\$ 4,844.79
	Installation		1		\$ -
Entry #2	Barrier Gate Entry (O)		1	\$ 5,825.07	\$ 5,825.07
	Entry Access Pedestal		1	\$ 9,001.84	\$ 9,001.84
	Keypad Reader 40K		1	\$ 161.00	\$ 161.00
	Installation		1		\$ -
Exit #2	Barrier Gate Exit (X)		1	\$ 5,825.07	\$ 5,825.07
	Exit Access Pedestal		1	\$ 4,844.79	\$ 4,844.79
	Installation		1		\$ -
Denver Justice Garage Hardware Total					\$ 49,866.76
Hardware Total					\$ 598,299.76

Software and Network Components					
Description (Lane, Office, Other)	Component Description	Includes	Quantity	Equipment Cost	
Denver Performing Arts Center Garage	Server Bundle	Server, workstation, rack & virtual process PC.	1	\$ 10,036.12	\$ 10,036.12
	Commend Intercomm	Intercom devices for all lanes, desktop handset w/cell phone dial capability.	1	\$ 6,893.23	\$ 6,893.23
	Misc Spare Parts	Network switches, lane bolts & tool for easy gate replacement, cleaning kit & spare tickets)	1	\$ 2,088.60	\$ 2,088.60
	Software	Includes Operating Licenses, LPR Software, Parking.Logic, Parkonect integration (for Payments for Parkmobile), Paris Integration, set up fee for Sweb Validate, Sweb Control and Sweb Analyze.	1	\$ 57,354.17	\$ 57,354.17
Denver Performing Arts Center Total					\$ 76,372.12
Cultural Center Complex Garage	Virtual Process PC	Server, workstation, rack & virtual process PC.	1	\$ 1,920.50	\$ 1,920.50
	Cisco SG350-10 Router	Cisco G350-10P 10-Port Gigabit PoE Manged Switch	1	\$ 434.49	\$ 434.49
	VM Servers and Rack IOT	VM Server with Rack	1	\$ 573.65	\$ 573.65
	Cables	24 AWG Bonded-Pairs	36	\$ 42.00	\$ 1,512.00
	Parking.Logic - Car Park Extension License	Paarking Logic Server License Extension	1	\$ 2,016.83	\$ 2,016.83
Cultural Center Complex Garage Total					\$ 6,457.47
Minoru Yasui/303 Garage	Virtual Process PC	Server, workstation, rack & virtual process PC.	1	\$ 1,920.50	\$ 1,920.50
	Cisco SG350-10 Router	Cisco G350-10P 10-Port Gigabit PoE Manged Switch	1	\$ 434.49	\$ 434.49
	VM Servers and Rack IOT	VM Server with Rack	1	\$ 573.65	\$ 573.65
	Cables	24 AWG Bonded-Pairs	36	\$ 42.00	\$ 1,512.00
	Parking.Logic - Car Park Extension License	Paarking Logic Server License Extension	1	\$ 2,016.83	\$ 2,016.83
Minoru Yasui/303 Garage Total					\$ 6,457.47
Wellington Webb Building Garage	Virtual Process PC	process PC.	1	\$ 1,920.50	\$ 1,920.50
	Cisco SG350-10 Router	Cisco G350-10P 10-Port Gigabit PoE Manged Switch	1	\$ 434.49	\$ 434.49
	VM Servers and Rack IOT	VM Server with Rack	1	\$ 573.65	\$ 573.65
	Cables	24 AWG Bonded-Pairs	36	\$ 42.00	\$ 1,512.00
	Parking.Logic - Car Park Extension License	Paarking Logic Server License Extension	1	\$ 2,016.83	\$ 2,016.83
Wellington Webb Building Garage Total					\$ 6,457.47
Judges/Maintenance Garage	Virtual Process PC	process PC.	1	\$ 1,920.50	\$ 1,920.50
	Cisco SG350-10 Router	Cisco G350-10P 10-Port Gigabit PoE Manged Switch	1	\$ 434.49	\$ 434.49
	VM Servers and Rack IOT	VM Server with Rack	1	\$ 573.65	\$ 573.65
	Cables	24 AWG Bonded-Pairs	36	\$ 42.00	\$ 1,512.00
	Parking.Logic - Car Park Extension License	Paarking Logic Server License Extension	1	\$ 2,016.83	\$ 2,016.83
Judges/Maintenance Garage Total					\$ 6,457.47
Denver Justice Center Garage	Virtual Process PC	Server, workstation, rack & virtual process PC.	1	\$ 1,920.50	\$ 1,920.50
	Cisco SG350-10 Router	Cisco G350-10P 10-Port Gigabit PoE Manged Switch	1	\$ 434.49	\$ 434.49
	VM Servers and Rack IOT	VM Server with Rack	1	\$ 573.65	\$ 573.65
	Cables	24 AWG Bonded-Pairs	36	\$ 42.00	\$ 1,512.00
	Parking.Logic - Car Park Extension License	Paarking Logic Server License Extension	1	\$ 2,016.83	\$ 2,016.83
Denver Justice Center Garage Total					\$ 6,457.47
Software Total					\$ 108,659.47

Project Services						
Component Description	Includes	Quantity	Equipment Cost			
Denver Performing Arts Center Garage	Commissioning	1	\$	10,500.00	\$	10,500.00
	Project Management	1	\$	6,000.00	\$	6,000.00
	Training at Customer Location	1	\$	2,400.00	\$	2,400.00
Denver Performing Arts Center Total					\$	18,900.00
Cultural Center Complex Garage	Commissioning	1	\$	10,500.00	\$	1,200.00
	Project Management	1	\$	6,000.00	\$	2,400.00
	Training at Customer Location	1	\$	2,400.00	\$	240.00
Cultural Center Complex Garage Total					\$	3,840.00
Minoru Yasui/303 Garage	Commissioning	1	\$	10,500.00	\$	1,200.00
	Project Management	1	\$	6,000.00	\$	2,400.00
	Training at Customer Location	1	\$	2,400.00	\$	240.00
Minoru Yasui/303 Garage Total					\$	3,840.00
Wellington Webb Building Garage	Commissioning	1	\$	10,500.00	\$	1,200.00
	Project Management	1	\$	6,000.00	\$	2,400.00
	Training at Customer Location	1	\$	2,400.00	\$	240.00
Wellington Webb Building Garage Total					\$	3,840.00
Judges/Maintenance Garage	Commissioning	1	\$	10,500.00	\$	1,200.00
	Project Management	1	\$	6,000.00	\$	2,400.00
	Training at Customer Location	1	\$	2,400.00	\$	240.00
Judges/Maintenance Garage Total					\$	3,840.00
Denver Justice Center Garage	Commissioning	1	\$	10,500.00	\$	1,200.00
	Project Management	1	\$	6,000.00	\$	2,400.00
	Training at Customer Location	1	\$	2,400.00	\$	240.00
Denver Justice Center Garage Total					\$	3,840.00
Project Services Total					\$	38,100.00

Other						
Component Description	Includes	Quantity	Equipment Cost			
All Garages	Labor	1	\$	210,759.00	\$	210,759.00
All Garages Total	Shipping/Freight	1	\$	26,042.00	\$	26,042.00
All Garages Total					\$	236,801.00

Total						
All Garages	Hardware			\$		598,299.76
	Software			\$		108,659.47
	Project Services			\$		38,100.00
	Other (Labor/Freight)			\$		236,801.00
	Pre-Payment (Years 1-3 Sweb,Anti-Virus,Service (DPAC Only))			\$		91,170.00
	Discount			\$		(16,538.00)
All Garages Total					\$	1,056,492.23

Support/Maintenance							
Component Description	Includes	Quantity	Equipment Cost				
Denver Performing Arts Garage	SKIDATA Care Pack - Extended Plan	Year 1	1	\$	-	-	
	SKIDATA Care Pack - Extended Plan	Year 2	1	\$	-	-	
	SKIDATA Care Pack - Extended Plan	Year 3	1	\$	48,577.00	48,577.00	
	SKIDATA Care Pack - Extended Plan	Year 4	1	\$	48,577.00	48,577.00	
	SKIDATA Care Pack - Extended Plan	Year 5	1	\$	48,577.00	48,577.00	
	Annual Licensing Fee	Year 1	1	\$	-	-	
	Annual Licensing Fee	Year 2	1	\$	-	-	
	Annual Licensing Fee	Year 3	1	\$	-	-	
	Annual Licensing Fee	Year 4	1	\$	-	-	
	Annual Licensing Fee	Year 5	1	\$	-	-	
	SWeb Fee	Year 1	1	\$	14,284.00	14,284.00	
	SWeb Fee	Year 2	1	\$	14,284.00	14,284.00	
	SWeb Fee	Year 3	1	\$	14,284.00	14,284.00	
	SWeb Fee	Year 4	1	\$	14,284.00	14,284.00	
	SWeb Fee	Year 5	1	\$	14,284.00	14,284.00	
	Anti-virus	Year 1	1	\$	3,793.00	3,793.00	
	Anti-virus	Year 2	1	\$	3,793.00	3,793.00	
	Anti-virus	Year 3	1	\$	3,793.00	3,793.00	
	Anti-virus	Year 4	1	\$	3,793.00	3,793.00	
	Anti-virus	Year 5	1	\$	3,793.00	3,793.00	
	Denver Performing Arts Garage Total				\$	236,116.00	
	All Garages Total					\$	236,116.00

Gateway Services

SKIDATA has retained Windcave for Gateway processing services incurred in the operation of the Parking Access and Revenue Control System. SKIDATA will act as 'CUSTOMER' under the agreement with Windcave and is responsible for payment of all gateway processing fees and transaction costs incurred under this Agreement to Windcave. SKIDATA will invoice the City for the costs and fees for these gateway services including an additional \$0.01 per transaction for the management of the Windcave agreement.

WINDCAVE SOW	
SKIDATA WILL MANAGE THE WINDCAVE CREDIT CARD PROCESSING ON THE CITY & COUNTY'S BEHALF.	
1. SERVICES ACCESS ARRANGEMENT	
(a)	Windcave: Windcave grants to Customer a non-exclusive, non-transferable licence to use the Windcave Solution for the Term solely for the purposes of the Permitted Use. Customer must not sub-license, transfer, assign, rent or sell the Windcave Solution or the right to use the Windcave Solution.
2. TERM	
(a)	Commencement Date: April 1st, 2021, Such Commencement Date may be postponed in writing, at Windcave's sole discretion, until the date Windcave receives a copy of the Agreement countersigned by Customer.
(b)	Initial Term: 48 months beginning on the Commencement Date, unless earlier terminated under Part B, clause 12.
(c)	Renewal Term: 48 consecutive months, unless earlier terminated under Part B, clause 12, subject to automatic renewal pursuant to Part B, clause 2 if neither party gives three month's advance notice of nonrenewal..
3. FEES	
(a)	Establishment Fee: \$100.00
(b)	Minimum Monthly Fee: \$400 per calendar month. Includes 10,000 (Ten Thousand) Transactions per calendar month. Additional Transactions in each calendar month charged at the rate of \$0.05 per Transaction.
(c)	Additional Fees: Additional users to the Payment Manager can be set up, but will incur a one-time fee of \$30.00. If Windcave needs to configure or change additional electronic merchant numbers on the Windcave Host, there is a fee of \$100.00 per merchant account. Customer will be charged a \$5.00 SAP fee per calendar month charge per connected card reader for SCR200 and IPP350 devices.
(d)	Price Adjustment: Windcave shall have the right to vary the Fees enumerated in Part A of this Agreement during the Renewal Term of this Agreement by providing Customer at least 30 calendar days' written notice before or during the Renewal Term. If Windcave exercises its right to modify the Fees, Customer shall thereafter have the right to terminate the Agreement with 30 days' written notice to Windcave within 60 days of Windcave's written notice that it is modifying the Fees.
4. PAYMENT TERMS	
(a)	Credit, Debit, or Automated Clearing House ("ACH"): Customer will pay Windcave the Fees by credit card, debit card, or ACH on the dates specified below. Windcave will charge a \$20 fee for each payment made via alternative means. Windcave does not accept payments by check.
(b)	Date for Payment of Establishment Fee: Customer will pay Windcave the Establishment Fee immediately when Windcave makes the Windcave Solution available to Customer.
(c)	Date for Payment of Monthly Fees and Additional Fees: Customer will pay Windcave the Monthly Fees and Additional Fees within 30 days of the date of Windcave's invoice for those Fees.

Sample Invoice

Invoice		SKIDATA <small>K U D E L S K I G R O U P</small>	
Project	PR01861322	Page: 1 of 2	
Invoice date	12/03/2020		
Invoice number	IN0002135222		
Customer account	10128		
		Payment Terms	Net 30 Days
		Due Date	01/02/2021
Bill to:			
ABC Company			
300 N DEF Street			
Pasadena, CA 92201			
USA			
Project Name	PR01861322 Service Contract - ABC Conference Center	Ship to:	
Contract name	Service Contract - ABC Conference Center	ABC Company	
Contract number	SC00003022	300 N DEF Street	
Period	1/1/2021 - 1/31/2021	Pasadena, CA 92201	
Responsible	HAWKINS Traci	USA	
Salesperson	GAMBARDELLA Matthew		
Customer order number			
Transaction text	Facility ID	Facility name	Price Discount Line amount
Troubleshooting.Care EXTENDED	F014343	PABC Conference Center	1,875.00 1,875.00
SpareParts.Care PREMIUM	F014343	PABC Conference Center	0.00 0.00
Prioritization.Care PREMIUM	F014343	PABC Conference Center	0.00 0.00
Hotline.Care EXTENDED	F014343	PABC Conference Center	0.00 0.00
Maintenance.Care EXTENDED	F014343	PABC Conference Center	0.00 0.00
Sum Service Contract - Pasadena Conference Center			1,875.00
CHECK Remittance Address		ACH & Wire Remittance Instructions	
SKIDATA, Inc.		Bank Name: JPMORGAN CHASE BANK, N.A.	
P.O. Box 21145		Account Name: SKIDATA, Inc. Account # 842466179	
New York, NY 10087-1145		ACH Routing # 021202337 Wire Routing # 021000021	
		SWIFT Code: CHASUS33	
SKIDATA, Inc. 16600 Sherman Way, Suite 150 91406 Van Nuys United States Telephone 833-SKIDATA (754-3282) Fax 818-786-2910			
Internet www.skidata.com E-mail us.ar@skidata.com Tax ID 943353424			
SKIDATA® is a registered trademark of SKIDATA GmbH in the USA, the European Union and other countries			

Invoice		SKIDATA <small>K U D E L S K I G R O U P</small>	
Project	PR01861322	Page: 2 of 2	
Invoice date	12/03/2020		
Invoice number	IN0002135222		
Customer account	10128		
SKIDATA's applicable General Terms and Conditions shall apply. These are downloadable from your local SKIDATA Homepage.			
		Net amount	1,875.00
		Tax	0.00
		Total	1,875.00
		USD	

Sample Agreement for Paris Integrapark Invoicing/AR software

SKIDATA will provide integration to Paris as part of our offering but the City shall contract directly with Paris for software subscription.



COVER SHEET to INTEGRAPARK MASTER SERVICES AGREEMENT

This Cover Sheet and the attached Master Services Agreement (“MSA”) describe the relationship between Integrapark, LLC (“Company”) and the Customer set forth below (each a “Party” and collectively, the “Parties”). This Agreement (defined below) shall become effective as of (the “Effective Date”).

Customer Information:	
Name:	Contact Information:
Address:	Title:
	Phone:
	Fax:
	Email address:
Software Description & Fees: Indicate which Service(s) Customer wishes to use	
<input type="checkbox"/> Paris: Monthly (Parker) Billings and Receivables The fee shall be billed in arrears, based on the number of Parker Accounts billed via the Services in the preceding calendar month and the amount each Account was billed in the preceding month. For each Account billed more than a zero (\$0.00) amount but less than \$100.00, the fee shall be \$1.00. For each Account billed \$100.00 or more, the fee shall be \$2.00. If an Account is billed a total of zero (\$0.00) for the month, but has more than fifty (50) active Parkers, the fee shall be \$2.00.	
<input type="checkbox"/> Geneva: Revenue and Bank Deposit Management The monthly fee shall be \$30.00 per location, billed monthly in arrears.	
<input type="checkbox"/> Rome: Collection of financial information from parking equipment The monthly fee shall be \$25.00 per location, billed monthly in arrears. (Additional fees may be due to Customer's equipment vendor. Integrapark has no control over this.)	
Minimum Monthly Fee: There is a minimum monthly fee of \$150.00 for use of Integrapark Service(s).	
Term:	
The initial term of this Agreement shall commence on _____ and end on _____. This Agreement may be renewed upon agreement by the Parties as set forth in the MSA.	

This “Agreement” shall comprise this Cover Sheet, the attached Master Services Agreement, and any Schedules or addenda referred to herein and attached hereto.

There are no agreements, representations, warranties, promises, covenants, commitments or undertakings other than those expressly set forth herein. No amendment, modification or alteration of the terms of this Agreement shall be binding unless it is in writing and executed by the Parties hereto. By executing this Agreement, each Party acknowledges it has reviewed the Agreement in its entirety and that this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included are intended to authenticate this writing and to have the same force and effect as manual signatures, and that each signatory is a duly authorized representative of each Party. This Agreement will become effective when this Cover Sheet is executed by authorized representatives of both Parties below.

INTEGRAPARK, LLC		Customer	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2020

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 have ADDITIONAL INSURED provisions or 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 The PLEXUS Groupe LLC 21805 W Field Parkway, Ste 300 Deer Park IL 60010	CONTACT NAME: Certificates PHONE (A/C, No, Ext): (847) 307-6100 FAX (A/C, No): (847) 307-6199 E-MAIL ADDRESS: certificates@plexusgroupe.com <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Continental Casualty</td> <td>20443</td> </tr> <tr> <td>INSURER B: National Fire Insurance Of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER C: Continental Insurance Company of New Jersey</td> <td>42625</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty	20443	INSURER B: National Fire Insurance Of Hartford	20478	INSURER C: Continental Insurance Company of New Jersey	42625	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C: Continental Insurance Company of New Jersey	42625														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED SKIDATA, Inc. Sentry Control Systems, LLC 5090 N. 40th Street Phoenix AZ 85018															

COVERAGES**CERTIFICATE NUMBER:** 21-22 GL,AL,WC,UMBR,**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		6045618249	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y		6045618235	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		6045618252	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6081602856 / 6081602887	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Technology Errors & Omissions Includes Cyber/Privacy			652179225	01/01/2021	01/01/2022	Each Claim \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City & County of Denverts, Its elected and appointed officials, employees and volunteers are listed as additional insured under the General Liability and Automobile Liability as required by written contract.
 Waiver of subrogation is granted as it relates to the Workers' Compensation as required per written contract. Umbrella follows form.

CERTIFICATE HOLDER**CANCELLATION**

City & County of Denver Department of Transportation & Infrastructure 201 W Colfax Ave Denver CO 80202	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
--	--

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY The PLEXUS Groupe LLC		NAMED INSURED SKIDATA, Inc.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

The Technology Errors and Omissions Liability Insurance is "Claims-Made" coverage. Claims adjustment expenses including attorney fees will reduce the limits of insurance.

Retroactive Date: 02/22/2005

- Deductible: \$50,000 each claim

The General Liability Insurance includes the following:

- Additional Insured: Blanket, Persons or organizations subject to a written contract or agreement.
- Transfer of waiver of right of recovery against others: Blanket, subject to written contract or agreement.
- Primary, Non-contributory Insurance: Blanket, Persons or organizations subject to a written contract or agreement
- Additional Insured: Blanket, Persons or Organizations pursuant to a written contract or agreement, arising out of ongoing operations.
- Additional Insured: Blanket, Persons or Organizations pursuant to a written contract or agreement, arising out of completed operations.
- Primary, Non-Contributory Insurance: Blanket, Persons or Organizations subject to a written contract or agreement
- There is no deductible for General Liability.

The Technology Errors & Omissions Insurance includes the following:

- Vicarious Additional Insured: Blanket subject to written contract or agreement
- Primary and Non-Contributory: Blanket subject to written contract or agreement

Property With Transit / Installation
 Carrier: Continental Insurance Company
 Policy #IM 6076047815
 Policy Dates: 01/01/2021 - 01/01/2022
 Special Form / Replacement Cost
 Installation Floater: \$5,000,000
 Property in Transit: \$1,000,000
 Temp Storage: \$2,000,000 per location
 Deductible: \$50,000

Additional sublimits/deductibles apply for Earthquake and Flood



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1178349

DATE (MM/DD/YYYY)

12/22/2020

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 have ADDITIONAL INSURED provisions or 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 Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: 888-828-8365 PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A : Indemnity Insurance Co. of North America INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED SKIDATA, INC. 16600 SHERMAN WAY STE 150 VAN NUYS, CA 91406-3792	NAIC # 43575

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	C68835549	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITY & COUNTY OF DENVER DEPARTMENT OF TRANSPORTATION & INFRASTRUCTURE
 201 W. COLFAX AVE.
 DENVER, CO 80202

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