

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **GOSERCO, INC**, an Arizona corporation registered to do business in Colorado, whose address is 7165 E UNIVERSITY DR MESA, Arizona, 85207 (“Contractor”), jointly “the parties.”

RECITALS

WHEREAS, the City is desirous of engaging a contractor provider to aid the City in the Denver Safety Communications Center and the Contractor has agreed to provide the products, services, support and maintenance 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. SOFTWARE LICENSE, SUPPORT, HARDWARE AND MAINTENANCE TO BE PROVIDED AND SERVICES TO BE PERFORMED:

A. 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 perform the technology related services described on attached **Exhibit A** (the “Statement of Work” or “SOW”) and provide the software upgrades, support and maintenance services described on attached **Exhibits A-1, A-2, and A-3** and deliver any hardware listed in the **Exhibits**.

B. As the Manager directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on to the City’s satisfaction.

C. The Contractor is ready, willing, and able to provide the services required by this Agreement.

D. The Contractor shall faithfully perform the 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.

2. GRANT OF LICENSE; RESTRICTIONS:

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

B. Title to and ownership of the Software will remain with Contractor. City will not reverse engineer or reverse compile any part of the Software without Contractor's prior

written consent. City will not remove, obscure or deface any proprietary notice or legend contained in the Software or documentation without Contractor's prior written consent.

3. DELIVERY AND ACCEPTANCE:

A. Contractor shall deliver the Software and hardware and perform the services in accordance with the SOW.

B. Upon installation and configuration of the Software, the City will test and evaluate same to ensure that it conforms, in the City's reasonable judgment, to the specifications outlined in the SOW and any available documentation. If the Software does not conform, the City will so notify Contractor in writing within sixty (60) days. Contractor will, at its expense, repair or replace the nonconforming product within fifteen (15) days after receipt of the City's notice of deficiency. The foregoing procedure will be repeated until the City accepts or finally rejects the product, in whole or part, in its sole discretion. In the event that the Software contains a defect or nonconformity not apparent on examination, the City reserves the right to repudiate acceptance. In the event that the City finally rejects the Software, or repudiates acceptance of it, Contractor will refund to the City all fees paid, if any, by the City with respect to the rejected product.

C. If the City is not satisfied with the Contractor's performance of the services described in the SOW, the City will so notify Contractor within thirty (30) days after Contractor's performance thereof. Contractor will, at its own expense, re-perform the service within fifteen (15) days after receipt of City's notice of deficiency. The foregoing procedure will be repeated until City accepts or finally rejects the service in its sole discretion. In the event that City finally rejects any service, Contractor will refund to City all fees paid by City with respect to such service.

E. The Contractor shall warrant the hardware for a period of one year from the date of delivery to the City, unless a longer period is provided by the Contractor.

4. TERM: The term of the Agreement is from January 1, 2022 through December 31, 2026.

5. COMPENSATION AND PAYMENT:

A. Fee: The fee for the products and services are described in the attached **Exhibit B** (the "Fee") and shall be paid pursuant to the City's Prompt Payment Ordinance and in accordance with any Payment Milestones in the SOW.

B. Reimbursement Expenses: The fees specified above include all expenses, and no other expenses shall be separately reimbursed hereunder.

C. 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.

D. Maximum Contract Liability:

(i) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION TWO HUNDRED THOUSAND DOLLARS** (\$1,200,000.00) (the "Maximum Contract 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 Exhibits. Any services performed beyond those in the attached Exhibits are performed at Contractor's risk and without authorization under the Agreement.

(ii) 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.

6. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the 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.

7. TERMINATION:

A. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

B. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the 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.

C. Upon termination of the Agreement, with or without cause, the 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.

8. EXAMINATION OF RECORDS: 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.

9. 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.

10. INSURANCE:

A. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. 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 require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. 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. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit C, preferably an ACORD

form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (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.

D. Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

F. Workers' Compensation and 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.

G. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

H. Automobile Liability: Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. Cyber Liability: Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

11. REPRESENTATION AND WARRANTY: Contractor represents and warrants that:

A. the Software will conform to applicable specifications, operate in substantial compliance with applicable documentation, and will be free from deficiencies and defects in materials, workmanship, design and/or performance;

B. all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;

C. all services will conform to applicable specifications and the Exhibits attached hereto;

D. it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to the software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party;

E. there are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any third party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder;

F. the Software will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party;

G. the Software will contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data; and

H. the media on which all Software is furnished are and will be, under normal use, free from defects in materials and workmanship.

12. DEFENSE AND INDEMNIFICATION:

A. 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 sole 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 sole negligence or willful misconduct of City.

B. 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 sole cause of claimant's damages.

C. 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.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

F. Contractor will, at Contractor's expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim that the Software, services, or their use by the City, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party. The City will promptly notify Contractor in writing of any claim and cooperate with Contractor and its legal counsel in the defense thereof. Contractor may in its discretion (i) contest, (ii) settle, (iii) procure for the City the right to continue using the Software, or (iv) modify or replace the infringing Software so that it no longer infringes (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense. If Contractor concludes in its reasonable judgment that none of the foregoing options are commercially reasonable, then Contractor will refund a pro rata portion (based on a 5 year straight line depreciation running from City's final acceptance of the Software) of the Software license fee(s) paid by the City under this Agreement and reimburse the City for all reasonable expenses for removal and replacement of the Software.

13. 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).

14. 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.

15. ASSIGNMENT; SUBCONTRACTING: The 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) the 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.

16. 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 the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

17. NO AUTHORITY TO BIND CITY TO CONTRACTS: The 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.

18. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: 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.

19. 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.

20. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The 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.

B. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The 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 the Contractor by placing the Contractor's own interests, or the interests of any party with whom the 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 the Contractor written notice describing the conflict.

21. 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 the address first above written, and if to the City at:

Chief Information Officer or Designee
201 West Colfax Avenue, Dept. 301
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.

22. 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.

23. 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.

24. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

25. 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.

26. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. “Confidential Information” means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a “Disclosing Party”) or permit the other Party (the “Receiving Party”) access to the Disclosing Party’s Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

B. Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws, rules, policies, publications, and guidelines. If Contractor receives Regulated Data outside the scope of the Agreement, it shall promptly notify the City.

C. Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality 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.

D. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to the City for disclosure of confidential materials, the City may advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If

Contractor objects to disclosure of any of its material, Contractor shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. 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.

27. 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.

28. 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.

29. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

30. 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, the 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.

31. 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.

32. TIME IS OF THE ESSENCE: The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

33. 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, vendors 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.

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

35. 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.

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

37. 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.

38. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the 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. The 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.

39. PAYMENT OF CITY MINIMUM WAGE: Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

40. ON-CALL SERVICES The Contractor may also provide specialized professional services to support the provisioning of technology services to the City and its constituents as long as the Maximum Contract Amount is not exceeded. These specialized services are set out, along with the rates, identified on attached **Exhibit B**. The City shall authorize specific assignments for the Contractor by placing a written service order signed by the Manager and the Contractor (the “Order”) describing in sufficient details the services and/or deliverables and rates to be provided. The City and the Contractor may also enter into flat rate Orders when those are in the best interest of the City as determined by the Manager. The 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 the Contractor’s services. The 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.

ATTACHED EXHIBITS

EXHIBIT A-STATEMENT OF WORK

EXHIBITA-1 PRODUCT UPGRADES

EXHIBITA-2 PRODUCT UPGRADES

EXHIBITA-3 MAINTENANCE AND SUPPORT

EXHIBIT B FIVE YEAR BUDGETARY SUMMARY and ON-CALL RATES

EXHIBIT C- CERTIFICATE OF INSURANCE

Contract Control Number: TECHS-202160095-00
Contractor Name: GOSERCO 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:
Contractor Name:

TECHS-202160095-00
GOSERCO INC

By: DocuSigned by:

0E6F5976BF9F4EE... _____

Name: Geoff Goin
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

City and County of Denver 9-1-1

Verint Communications Recording Systems Maintenance and Upgrades
2022 through 2026

Goserco, Inc. Statement of Work

Prepared for: City and County of Denver 9-1-1

Recorded Locations: 12025 E 45th Ave. & 950 Josephine St.

Equipment Locations: 12025 E 45th Ave. & 950 Josephine St.

Project Schedule: TBA – By Separate Project Plan

By: Goserco, Inc.



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Statement of Work

Prepared for: City and County of Denver 9-1-1 ("the customer")

Prepared by: Goserco, Inc. ("Goserco")

Project: Verint Communications Recording Systems Maintenance and Upgrades

Term: 2022 through 2026

Statement of Work (SOW) and Statement of Purpose

Goserco, Inc. is pleased to submit this statement of work to the City and County of Denver 9-1-1 for the comprehensive services to maintain and upgrade (including new hardware and software, installation, configuration, testing, and training in 2022), and the relevant project management for the Verint communications recording systems at two 9-1-1 PSAP locations in Denver. This project includes all system software maintenance, hardware warranty repairs, and support as required 24x7, 365 with next day on-site repairs January 2022 through December 31st 2026. This document outlines, the services (scope of work) that Goserco, Inc. will provide, as well as those expected to be provided by the City and County of Denver, or its relevant vendors (or internal departments), in planning for and implementing this project. It may also describe specific services to be customized to your environment.

This Statement of work is only intended to augment a City and County of Denver 911 agreement/contract with additional technical detail - In the event of overlap, any specific terms and conditions agreed to by Goserco by other device (contract or other written agreement), such contract or agreement shall take precedence over this statement of work. With authorized signature by both parties, and in the absence of such an outside agreement, the terms and conditions specified in this statement of work shall apply, and constitute agreement to such terms and conditions by both parties.

Changes to this Statement of Work will be processed in accordance with the procedures described in "Appendix B. Project Change Control Procedure". A Change Authorization must be approved and accepted by both parties to initiate scope changes under this agreement. The investigation and the implementation of changes may result in modifications to any aspect of the project schedule, pricing/invoiced charges, and/or other terms of this agreement. Without signatures of acceptance, specific pricing (if any) in this Statement of Work expires 60 days following the date of its preparation.

Project Scope

Goserco, Inc. is to provide the following implementation services per this Statement of Work:

- 2022 Audiolog System Maintenance and Support, Verint Software Maintenance
- 2022 WFM Maintenance, Verint Software Maintenance
- 2022 Motorola AIS Version Upgrade
- 2022 Complete Upgrade to Verint 15.2 Communications Recording Platform with New Hardware (in Q4, per design and quote)
- 2023 Verint System Maintenance and Support, Verint Software Maintenance
- 2023 WFM Maintenance, Verint Software Maintenance, Migration to 15.2 Platform
- 2023 Motorola AIS Version Upgrade
- 2024 Verint System Maintenance and Support, Verint Software Maintenance
- 2024 WFM Maintenance, Verint Software Maintenance
- 2024 Motorola AIS Version Upgrade
- 2025 Verint System Maintenance and Support, Verint Software Maintenance
- 2025 WFM Maintenance, Verint Software Maintenance
- 2025 Motorola AIS Version Upgrade
- 2026 Verint System Maintenance and Support, Verint Software Maintenance
- 2026 WFM Maintenance, Verint Software Maintenance
- 2026 Motorola AIS Version Upgrade
- All travel time and expenses, All project management

Assumptions

General

- The customer will provide a single point of contact that will act as the project owner and who will be the primary individual to sign off on the project phases at completion
- All non-emergency work under this statement of work will occur Monday-Friday between the hours of 8:00 am and 5:00 pm; no installations, configuration, moves, site visits, or other related work will be scheduled over weekends, evenings, or Goserco, Inc.-declared holidays, without mutual agreement in advance from the Goserco, Inc. project manager and the customer project manager
- Goserco, Inc. and the customer will jointly create any project documentation, where customer involvement is required. The customer must approve the final installation schedule and final versions of project documentation to ensure it coincides with all expectations
- Goserco, Inc. and the customer will jointly create any special requirements for defining “project acceptance” in writing, and with mutual agreement to such requirements, those requirements will become part of a written cutover plan (or installation checklist)
- “Project acceptance” (via a signed installation service ticket or other written acknowledgement) should follow (within 24 hours) completion of the written project plan, and a successful support turnover call, and Goserco’s delivery to the customer of “as-built” system configuration documentation

Premises Work

- The customer will be responsible for all carpentry or mechanical work not explicitly detailed in this proposal
- The customer location does not require the use of union labor
- The customer assumes all responsibility for compliance with local and federal laws and regulations as they relate to recording telephone, radio, and other electronic or audio conversations, as well as other electronic communications (including visual) such as desktop screen recording and application usage tracking, etc.
- Cabling or termination of telecom, Ethernet, or electrical supply wiring, is not included in this SOW. Additional information follows in the section titled, “Specific Technical and Other Provisions”
- Hours spent troubleshooting problems outside of the project scope of in this SOW will be billed at \$120 per hour (via remote access) or \$180 per hour (on-site). The project managers will be contacted and will approve any additional charges prior to execution of any work that could result in additional charges (note: Denver special hourly pricing applied)

Shipping Management and or Special Requirements

- In general, all shipments for this project will be via local delivery or “UPS Ground”
- Any expedited shipping charges that result from customer request or customer delay will be passed on to the customer at actual cost

Deposits, Invoicing, and Scheduling

- **Order Deposit** – Unless other contractual arrangements exist (governmental or private sector) a deposit equal to **50% of all hardware and software**, is due at the time the order is placed
- **Invoicing** – Invoices for equipment and software (or for remaining balance on any equipment and software) to be installed, will be generated when the equipment and software is delivered to the customer site(s). Invoices for services will be generated at the completion of those services (based on either a specific project milestone invoicing schedule or at general “project acceptance”)
- **Payment** - for all invoices is due with 30 days of invoice date (NET 30), and the customer may take a 2% discount (of invoice total) for any invoice paid within 10 days of invoice date (NET 10).
- **Postponement/Project Schedule Delay** - If the project schedule is postponed or delayed by the customer after any equipment has been ordered, the customer agrees to pay any balance due (less services not performed) within 30 days of the originally scheduled (a mutually agreed upon) installation date
- **On-site Cancellation/Postponement Charges** - If the installation is cancelled or postponed for reasons beyond the control of Goserco, Inc. once a technician is on-site, the cost of taking the technician out of service at \$150 per hour (for actual time out of service), and related travel expenses (at cost) will be passed on to the customer
- **On-site Project Delay** - If the project is unreasonably delayed while a technician is on-site for reasons such as, but not limited to: access to appropriate buildings or specific areas within buildings, lack of access to, or unavailability of assigned or appropriate customer personnel, delay due to a third party, waiting, etc. the cost of the technician being out of service at \$150 per hour (for actual time out of service), will be passed on to the customer

Goserco, Inc. Team Responsibilities

Pilot System

- Due to the presence of existing recording systems, a pilot system will not be required

Project Management

- The Goserco, Inc. project manager (or designated backup) will work with the customer for the life of the project. He or she will manage each phase of the project to include shipping, installation, training and all other contacts regarding this project
- The Goserco, Inc. project manager will handle escalation of problem solving within Goserco, Inc. internal teams as well as contacts within the Customer organization
- The Goserco, Inc. project manager should be the first point of contact for any project issue
- The Goserco, Inc. project manager will handle communication issues regarding equipment procurement and/or transportation within Goserco, Inc
- The Goserco, Inc. project manager will review all documentation
- The Goserco, Inc. project manager will maintain a project schedule and tasks list

Installation Services

- All services under this statement of work will occur between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on otherwise suitable days and times as mutually agreed to by the customer project manager and the Goserco, Inc. project manager
- All installation teams will consist of 1-2 Goserco, Inc. technicians
- Installation and training are for Verint recording equipment and client software as quoted
- Each technician will bring appropriate tools to complete their assigned tasks
- Any issues that may delay, or prevent the completion of the installation, will be escalated to the Goserco, Inc. project manager for resolution. Every effort will be made to overcome any issues while the technician is on-site
- All work areas will be neat, and free of recording system installation materials and packaging prior to leaving the site
- Goserco, Inc. is not responsible for any pre-existing network conditions that prevent normal operation, or delay the installation process (i.e., network configuration, network viruses, domain restrictions, IP address assignments/changes, PBX configuration/changes, etc.

Training Services

- All services under this statement of work will occur between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on otherwise suitable days and times as mutually agreed to by the customer project manager and the Goserco, Inc. project manager
- Training content is dictated by the stated project scope
- Training scheduling will be mutually agreed upon by the customer and Goserco, Inc. project manager. Although the customer is responsible for coordination of classroom facilities (where applicable), scheduling and attendance of appropriate participants, and production of any printed materials (from electronic documentation provided by Goserco, Inc.), the Goserco, Inc. project manager will assist in the organization and planning with the customer project manager.

Goserco, Inc. Contacts

Project Manager: TBA

Goserco Service Manager: Shawn Benard

Lead Technician: TBA

Account Rep: Geoff Goin

Other technicians and personnel, as assigned: Office 480-964-8911 Option 1

Customer Responsibilities

General

The responsibilities listed in this section are in addition to those responsibilities specified in any Goserco, Inc. quoted sales terms and all services by the customer are to be provided at no charge to Goserco, Inc. Goserco, Inc.'s performance is predicated upon the following responsibilities being fulfilled by the customer

Project Management

Prior to the beginning any work in the, "Project Plan," the customer will designate a Project Manager to whom all Goserco, Inc. communications will be addressed and who has the authority to act for the customer within the terms of this agreement. The Customer's project manager will be the focal point for the following activities:

- Serve as the communications interface between Goserco, Inc. and all Customer departments participating in this project.
- Coordinate and ensure the provision of all required customer information (as needed for proper implementation) and delivery of requirements (hardware, technical support, and services) as needed to perform this Statement of Work. Answers and information should be provided within three working days of Goserco, Inc. request, unless the Customer and Goserco, Inc. mutually agree to an extended response time
- Assignment of personnel to the project to be on-site at the time of equipment delivery and installation for verification and acceptance. Goserco, Inc. will coordinate the schedule with the Customer Project Manager
- Help resolve and escalate as needed project issues and problems within the customer staff
- Administer Project Change Control in conjunction with the Goserco, Inc. Project Manager
- Receive, review, and maintain Goserco, Inc.-prepared documentation
- Accept responsibility for the security of all equipment shipped to the Customer's location(s)
- Arrange for any security clearances required for all Goserco, Inc. personnel
- Arrange for payment of deposits and invoices

Customer Contacts

Project manager: Gary Pasicznyk

Customer 911 telephony contact: ConvergeOne and CenturyLink

Customer radio contact: Andy Anders

Customer I.T. servers/network contact: Chris Beard

Customer I.T. desktop contact: Chris Beard

Maintenance Provisions

Maintenance Term

- January 1st 2022 through December 31st 2026

Maintenance – Covered Systems

- All Verint systems at 12025 E 45th Ave. & 950 Josephine St. (Communications recording equipment and WFM)

Maintenance – Coverage

- All Verint systems hardware (including new hardware after 2022 Q4 upgrade)
- All Verint system software
- All support 24x7, 365
- Next day on-site warranty repairs

Maintenance – Specific Coverage and Policies

1. Support via e-mail (tech.support@goserco.com), telephone support, and next day on-site service, when necessary, 24 hours a day, 365 days per year. Only voicemails left on the on-call technical support personnel phone will be considered an emergency. Emails or voicemails left on the main GOSERCO service line are NOT considered to be an emergency and will be responded to the next business day.
2. All requests for technical support or service must include direct call back contact information. Customers must indicate, in writing, the person(s) authorized to call for service, and person(s) authorized to receive administrative system passwords, if such security is desired. Otherwise, by signing this agreement, customer agrees and authorizes that any calling party from their facility may receive such services or information.
3. Response to requests for technical support or service 24 hours a day, 365 days per year. Calls for technical support or service received during these hours will be handled via telephone and/or remote access first - if it determined by technical support personnel that an on-site visit will be required, it will be scheduled accordingly.
4. Emergency on-site response (next day) is considered necessary when two or more channels are not recording. Please note that if any failure to record is determined to be due to some other factor besides the recording equipment (e.g. radio problem, phone problem, etc.), travel and on-site time charges will be incurred at the applicable hourly rates.
5. Manufacturer recommended or required recording application updates (service packs, hotfixes, etc.) are included. In general, recording application updates will be performed via remote access. If updates require upgrading clients, this service may be performed on-site. In the event that a manufacturer releases a no-cost version upgrade of recording application software, such upgrades will be delivered or performed with no labor charge (excluding shipping and handling for upgrade media).
6. "Refresher", or system training for new personnel, via remote access, provided up to twice annually (2 hr. each).
7. Communications recording equipment **must be connected to** appropriate power from an **Uninterruptible Power Supply (UPS) at all times.** Absence of, or lack of appropriate maintenance of, appropriate UPS power will void coverage of voice logging recorder under this contract.
8. Customer is responsible for maintaining equipment in an adequately-cooled and relatively dust-free environment.
9. Remote access to voice logging recorder is required. This can be via dial-up, or Internet (VPN or web service). While it is not required that remote access is available 100% of the time (although this is recommended), emergency responses may require immediate remote access to the system for proper diagnostics and verification of system status. Goserco is not responsible for any delay due to holdup in establishing remote access to the system. The customer is responsible for providing all remote access site-specific details and any special remote access client software (when required). In the event that remote access is only granted on a case-by-case, or temporary basis, the customer is responsible for establishing the readiness (connecting phone line, enabling remote access, etc.).
10. Customer is responsible for providing the services of relevant I.T. personnel that may be required during repairs, updates, troubleshooting, etc. in a timely manner.

Maintenance – Specific Coverage Exclusions

1. Non-emergency, on-site service outside of 8:00am - 5:00pm (Arizona time) Monday through Friday – after hours, weekends, or Goserco-observed holidays are outside the scope of this contract for non-emergency services (e.g. scheduled upgrades, client software issues, minor repairs, adjustments, training, etc.).
2. Connection or repair of any telephone adapters (logger patches) and associated wiring, or feed source wiring.
3. Relocating, adding record channels, and/or moving of recorder equipment or installation of additional clients.
4. Repairs due to any power problem, or acts of nature regardless of cause (i.e., power surge, fire, water damage, lighting strikes, etc.) - all service requests that require an on-site response due to any power problem, or an act of nature, will be billable at applicable rates. Additionally, any damage due to power problems or acts of nature voids the parts warranty protection.
5. Problems resulting from any unauthorized changes or modifications to the operating system, including any malicious acts from external sources including but not limited to viruses, spyware, hacking attempts, etc.

6. Any internal networking configuration, problems, or modifications that may affect the recording system (such as restrictive domain policies), or the ability of remote clients to connect properly to the voice logging recorder.
7. Windows Updates and virus protection – these are the responsibility of the customer.
8. Hardware upgrades or release-level software version upgrades in recording application software beyond the planned upgrade to Verint 15.2 in Q4 of 2022

Maintenance – Motorola AIS Version Maintenance Upgrades

1. Motorola AIS Version upgrades require pre-payment, please plan on scheduling well in advance.

Specific Technical Services and Other Provisions

Equipment-Environment

- Customer will ensure UPS power and power distribution for all servers to be installed (2 Standard NEMA 5-15R 110V AC outlets min.)
- Customer will ensure adequate rack mounting space and proper environmental control where any equipment is to be installed - standard 19" 4-post rack rail hardware is typically quoted and supplied with new systems purchased from Goserco, Inc., however in cases where the standard supplied rack rail hardware will not accommodate a proper installation, the customer will provide and install suitable rack shelving or other mounting hardware as may be required by local building/equipment installation codes
- Each server must be located within Ethernet standard distances of the switch it connects to, and have a minimum of two available ports for network access - one dedicated for network traffic (CTI connection, client connections, and CAS server upload), and one for IP recording capture (or spare)

Operating System and Anti-Virus Software updates (ongoing)

- Urgent Operating System Critical Updates shall be a Denver 9-1-1 responsibility, otherwise Goserco will update Microsoft Windows-based servers remotely, at least quarterly, via the following method: Goserco will ship a CD with the required updates to Denver 9-1-1. Denver 9-1-1 will arrange for the CD to be placed in one of the Verint servers, Goserco will then perform the updates and transfer to other servers as required, updating them as well.
- Anti-virus software (and configuration and update thereof) for the server(s) are a Denver 9-1-1 responsibility and are required – note: there may be mandatory file extension type exclusions for Windows-based servers (including any that are virtualized).

Facility Access and Remote Access

- Customer will ensure access to any locked facilities (i.e.: equipment rooms) so as to prevent a technician from experiencing any delays on-site while attempting to access for planned or emergency on-site work
- Like it is today, the Verint system is to be installed and maintained on the Denver 9-1-1 network. The customer is responsible the maintenance of this network. In order to deliver on the terms of this agreement, it is required that Goserco continue to be provided with uninterrupted remote access to all Goserco, Inc.-installed servers (and potentially relevant clients) during any period in which Goserco, Inc. provides installation or configuration services, technical support or maintenance/extended warranty services

Networking, Clients, and Desktop Installations

- All server systems will require network connectivity with static IP addresses, valid subnet, gateway, and DNS addresses, as well as an NTP server on the Denver Safety domain/network. The customer is responsible the maintenance of this network.
- Network administrative configuration of the recording servers is a Goserco responsibility, but subject to the provisions above (Denver Safety Domain requirements and membership), and there may be specific additional networking requirements depending on the features and functionality of the Verint system that are deployed. Any additional networking requirements will be communicated in writing and it will be required that the customer ensures that the provision of, or participation in, network configuration is provided at no charge to Goserco
- Any new client user PC's must meet the minimum requirements listed in the system documentation
- An appropriate customer desktop/network technician will be on-hand and available (on installation and testing days) to assist with installation and client software installation as needed, as well as produce client software load procedure documentation in conjunction with a Goserco, Inc. technician at the installation
- Inter-network configuration required to produce a successful implementation is the responsibility of the customer, and will be provided to Goserco, Inc. free of charge. A successful implementation includes both server connectivity (as described above) and client pc network connectivity and configuration. Additionally, it is the responsibility of the customer to provide and ensure firewall configuration and support where necessary
- Customer will provide a list of client pc's, AD user names, actual user names, and a seating chart (to include desired channel-level security restrictions) if Goserco, Inc. is to perform any installation of client software and restrict access to the system on a per-user basis

Telephone/PBX and or Radio System Integration and Requested Configuration Information

- For integrated recording of any telephone/PBX or digital radio communications system, the customer will provide or otherwise arrange for purchase, installation, and configuration of all related telephone/PBX and or radio system hardware and software (including any required licensing that may be necessary to support recording in the customer environment). The customer will provide or otherwise arrange for purchase, installation, and configuration of any and all related/required network infrastructure (such as switches, firewalls, communications circuits, etc.). The customer will provide or otherwise arrange for purchase of all telephone/PBX and or radio system configuration, testing, and troubleshooting services, as well as any required network configuration, testing, and troubleshooting necessary to establish or support proper recording connectivity and communications to the telephone/PBX and or radio system, and the customer network
- Customer will provide a complete list of requested telephone/PBX or radio system information: including, but not limited to, hardware and software versions, IP addresses, protocols, etc. as well as details that may be needed to ensure a successful integration and proper recording such as: agents, extensions, device identifying information, channels, talk groups, and frequency ID's and or names, etc.

Wiring

Traditional Device Monitoring, Analog Wiring, and Other Wiring Notes

- In general, Goserco, Inc. will provide a demarcation point (typically 1 or more 66 blocks) and cable connection from this demarcation point to the recorder(s). The customer is responsible (or via one of its vendors) to provide feed wiring for any and all audio sources to be recorded, and cross-connect to the provided demarcation point
- For direct digital station tapping, the customer is responsible to provide feed wiring for any extension to be recorded. This is typically accomplished (for supported handset models), by passing the cross-connect wiring from the designated PBX output pair, through the provided recording demarcation point (punch without cut/termination), and on to the designated premise wiring/jack pair for the phone to be recorded. Goserco will re-cross connect existing phones so that they pass through the recording demark in cases where the customer can identify all phones to be recorded (e.g. produce a list of devices required to be recorded) and identify and mark existing extension punch down locations for at least one side of the existing cross connects of phones to be recorded (PBX port pair, or premise wiring pair)
- 911 Recording: For analog recording of any 911 positions or lines, feed wiring for position audio and E911 CAMA trunks (if applicable) is to be provided to Goserco, Inc. at no charge by the relevant customer vendor. If ANI/ALI integration is included, a standard DB9M serial connector (providing the ANI/ALI CAD spill) is required, and will be provided to Goserco, Inc. at no charge by the relevant customer vendor
- For analog recording of radio, the customer is responsible to provide feed wiring that provides combined transmit/receive audio for any channel, frequency, or console to be recorded to Goserco, Inc. at no charge - signal strength (when audio is present) for analog VOX recording is typically optimal for recording in a range of -10dBm to 0dBm

Pricing

Table 1

Base Scope of Work	Price
<p>Project Scope</p> <p>Goserco, Inc. is to provide the following services per this Statement of Work:</p> <ul style="list-style-type: none"> • 2022 Audiolog System Maintenance and Support, Verint Software Maintenance • 2022 WFM Maintenance, Verint Software Maintenance • 2022 Motorola AIS Version Upgrade • 2022 Complete Upgrade to Verint 15.2 Communications Recording Platform with New Hardware (in Q4) • 2023 Verint System Maintenance and Support, Verint Software Maintenance • 2023 WFM Maintenance, Verint Software Maintenance, Migration to 15.2 Platform • 2023 Motorola AIS Version Upgrade • 2024 Verint System Maintenance and Support, Verint Software Maintenance • 2024 WFM Maintenance, Verint Software Maintenance • 2024 Motorola AIS Version Upgrade • 2025 Verint System Maintenance and Support, Verint Software Maintenance • 2025 WFM Maintenance, Verint Software Maintenance • 2025 Motorola AIS Version Upgrade • 2026 Verint System Maintenance and Support, Verint Software Maintenance • 2026 WFM Maintenance, Verint Software Maintenance • 2026 Motorola AIS Version Upgrade • All travel time and expenses, All project management 	<p>Per Fixed Quote/Bid</p>

APPENDIX A - Deliverable Guidelines

Status Reports

Purpose: The Goserco, Inc. project manager will typically provide weekly project plans or status reports via e-mail, advising the customer project team of the progress and status of Goserco, Inc. related activities. The report will outline and describe the status of tasks worked on during that period and document significant accomplishments, milestones, and problems identified

Content: The report may consist of the following, as appropriate for the project:

- A regularly updated project schedule, noting key events, planned travel, and training schedules
- Activities performed during the week/month
- Activities planned for the next week/month
- Issues or concerns about activities, which occurred in the previous week/month
- Recommendations relating to problems or issues
- Any other items that Goserco, Inc. reasonably anticipates may have an effect on the schedule or otherwise materially impact on the project
- Billing information if needed
- Project change control summary (See "Appendix B. Project Change Control Procedures" in Appendix B for details.)

Installation Checklist/Cutover Plan (if applicable)

Purpose: An installation checklist/cutover plan document will provide a detailed plan for cutover and contingency planning and or back-out procedures for the installation services. The installation checklist/cutover plan document will also provide a brief outline/timeline of expected activities for on-site time, and will require customer approval prior to installation

Copies of All System Software and Documentation

One copy of all system software and documentation will be provided for each site. In many cases documentation is provided in .PDF format on CD or DVD. Customers are responsible for the safe-keeping of software and documentation

Other Project Documentation

Other project documentation will be delivered as deemed beneficial to the project and may include such items as: specific technical documentation, specific project planning documentation, and specific site-specific configuration details documentation

Administrator and End-User Training

System administrator and end-user training sessions will be scheduled and provided, as dictated by the scope of the project. A training plan that details the training content, formats, and relevant audience(s) will be provided prior to training

APPENDIX B - Project Change Control

Procedures

The following provides a detailed process to follow if a change to the scope or directly from the Customer to this Statement of Work is required:

- A Project Change Request (PCR) will be the vehicle for communicating change (to be completed by Goserco, Inc. at customer or Goserco, Inc. request)
- The Project Change Request must describe the rationale for the change and the affect the change will have on the project
- The Customer and Goserco, Inc. Project Managers will review the proposed change and approve it or revise it as required. Goserco, Inc. will specify any charges for such change. If the Customer Project Manager authorizes the change, in writing, this constitutes approval for the change charge(s). Goserco, Inc. will invoice the Customer for any such charges. The Customer will be responsible for the affect that the change will have on price, schedule, and other terms and conditions of the Agreement
- A written Project Change Request must be signed by the Customer and Goserco, Inc. to authorize implementation for the changes

APPENDIX C – Legal Agreements

Invoices and Payment

Unless otherwise specified in a Sales or Services Agreement or other contract, you agree to pay Goserco, Inc. the Purchase Price for Products and/or Services and the license fee(s) for Licensed Software, less any deposit paid previously, within thirty (30) days of the delivery of any Products or Licensed Software and/or the provision of any Service. You also agree to pay Goserco, Inc. amounts equal to any applicable sales, use, property, value-added, or any other taxes, except income tax, resulting from any transaction under this Agreement or any Sales or Services Agreements. Any applicable tax will be based on those taxes imposed by the taxing authorities in the jurisdiction to which you request the Products or Licensed Software delivered or in which Services are performed. Unless otherwise agreed and indicated on documentation provided by Goserco, Inc. to you, such as an invoice, or otherwise provided herein, you will pay all shipping costs for Equipment, Product or Licensed Software you purchase from Goserco, Inc. In the event you dispute any amount on an invoice, you must provide written notification of the dispute to Goserco, Inc. within ten (10) days after you receive the disputed invoice. Goserco, Inc. agrees to provide supporting documentation concerning any disputed amount or invoice within ten (10) days after written notification of the dispute to Goserco, Inc. Both parties agree to use their best efforts to resolve such dispute within thirty (30) days after you provide written notification of the dispute. You shall have no obligation during the thirty (30) day period specified above to pay any amount that you reasonably dispute hereunder, but you agree to pay the undisputed portion of the invoice.

Shipping; Risk of Loss

All risk of loss or damage to the Products shall be the responsibility of the party upon whose premises the Products are located at the time of such loss or damage. In the event the loss or damage occurs during shipping or delivery, the party in charge of arranging for such shipping or delivery shall bear the responsibility for the loss or damage. You agree, upon delivery of Equipment or Products, and prior to the transfer of title and/or license rights to you, to insure such Equipment or Products with a conventional commercial insurance policy sufficient to protect Goserco, Inc.'s interest in such Equipment or Products and to provide Goserco, Inc. evidence of such insurance upon its reasonable request.

Confidentiality

All documentation and information which are either designated as confidential or proprietary or would reasonably be considered to be confidential or proprietary, including without limitation, drawings, listings, techniques, algorithms, processes and technical and marketing information, business data and employee information which are transferred between the parties in connection with this agreement ("Proprietary Information") (other than documentation and information intended for general distribution to third parties) shall be held in strict confidence by the parties, and shall not be disclosed or used in any fashion other than pursuant to the terms of this agreement without the other party's prior written consent. Each party's proprietary information and all other items related thereto, including, without limitation, programs, methods of processing, specific design and structure of individual programs and their interaction, and the unique programming techniques employed therein, and all enhancements, modifications, updates, and derivative works thereof are and shall remain the sole and exclusive property of such party and shall not be sold, revealed, used, disclosed, transmitted or otherwise communicated, directly or indirectly, by the other party except as expressly provided for in this Agreement. Each party agrees to protect the others' proprietary Information with the same standard of care and procedures that it uses to protect its own trade secrets and Proprietary Information of a confidential nature.

Force Majeure

Neither party shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service resulting directly or indirectly from acts due to events of nature, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, laws, regulations, acts or orders of any government or agency or officials thereof, other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without fault or negligence of the party claiming excusable delay and the party claiming excusable delay must promptly notify the other party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay, which is excusable under this paragraph, provided, however, that if any such delay continues for a period of more than sixty (60) days, the party not claiming excusable delay shall have the option of terminating the order or service upon written notice to the party claiming excusable delay.

APPENDIX D - Signature Page

City and County of Denver 911

**Verint Communications Recording Systems Maintenance and Upgrades
2022 through 2026**

Document prepared for signature on 7/30/2021

We, the undersigned representatives of **City and County of Denver** and **Goserco, Inc.** have read and understand this statement of work and the details contained herein. We agree to this Statement of Work as attached, the services to be provided as detailed in the project scope (page 1), as well as the terms, conditions, specific responsibilities, provisions, and appendices:

Customer

X

_____	_____	_____	_____
Signature of authorized Customer representative	Printed Name	Title	Date (MM/DD/YYYY)

Goserco

X

_____	Geoff Goin	President	_____
Signature of authorized Customer representative	Printed Name	Title	Date (MM/DD/YYYY)

APPENDIX E – Related Attachments

Notes on Important Attachments

To fully understand this statement of work and its scope, it is necessary to review the following attachments:

- **Denver Verint 2022-2026 Recording and WFM Budgetary (7-30-2021).xlsx** [SPREADSHEET](#)

Includes a 5-year total cost summary, 2022 maintenance summary, 2022 system upgrade detail, 2022 system upgrade solution drawing, 2023 maintenance summary, 2024 maintenance summary, 2025 maintenance summary, and 2026 maintenance summary

- **Denver 911 24X7 Maintenance 2022-2026_Goserco Quote #11008.pdf** [PDF QUOTE](#)

Official Goserco quote for all maintenance of Verint communications recording systems and WFM from January 1st 2022 through December 31st 2026.

- **Denver 911 Q4 2022 Verint Upgrade_Goserco Quote #11007.pdf** [PDF QUOTE](#)

Official Goserco quote for the planned upgrade of all communications recording hardware and software (to Verint version 15.2) in Q4 of 2022.

- **Denver 911 Motorola AIS Version Upgrades Goserco Quote #11010.pdf** [PDF QUOTE](#)

Official Goserco quote for all Motorola AIS version upgrades.

Phone:

Email: cwalters@goserco.com

Web: www.goserco.com

We have prepared a quote for you

Verint Communications Q4 Upgrades 2022
12025 E 45th Ave & 950 Josephine St

Quote #011007 v1

Prepared for
DENVER SAFETY COMMUNICATION CENTER

Prepared by
Cheryl

Phone:

Email: cwalters@goserco.com

Web: www.goserco.com

Recording UpGrade Q4 2022 45th Ave		Price	Qty	Ext. Price
	DC / TLR			
89-270-0095	7000 platform Consolidated Server L1 (SVR7KH1-CON-L1) 7000 platform Consolidated Server L1 (SVR7KH1-CON-L1)	\$10,524.00	1	\$10,524.00
89-270-0118	Add on Media Storage 3x1.9TB SSD SATA 6 Gb/s, 2.5 inch (RAID5, SSD -SD3R5) Add on Media Storage 3x1.9TB SSD SATA 6 Gb/s, 2.5 inch (RAID5, SSD-SD3R5)	\$1,962.00	1	\$1,962.00
89-270-0120	Add 7000 series Intel Ethernet Network Connection OCP X557-T2, Dual Port 10GBASE-T (RJ45), Mezzanine Card Add 7000 series Intel Ethernet Network Connection OCP X557-T2, Dual Port 10GBASE-T (RJ45), Mezzanine Card	\$464.40	1	\$464.40
GOSDRKAA	Disaster Recovery Kit (2 Model-matched HDDs, one as hot-spare, 2TB USB Ext. HDD, Casper Server Edition) System disaster recovery kit for Series 6000 server AA: 1 model-matched SATA HDD for hot spare, 1 SATA 1TB HDD in ext. USB for offline backup, and Casper 8.0 Server edition, configured and installed	\$2,995.00	1	\$2,995.00
93-630-0020	Upgrade from AL5.x - Verint Recording Public Safety Integration Package V15 Upgrade from AL5.x - Verint Recording Public Safety Integration Package V15	\$2,500.00	1	\$2,500.00
93-630-0012	Upgrade from AL5.x - Trunked Radio Talkgroup to Verint Public Safety Named Radio Talkgroup V15 Upgrade from AL5.x - Trunked Radio Talkgroup to Verint Public Safety Named Radio Talkgroup V15	\$104.00	240	\$24,960.00
93-630-0028	Motorola Radio P25 Interface Enabler V15 Motorola Radio P25 Interface Enabler V15	\$0.00	1	\$0.00
89-555-0141	Public Safety Annual Maintenance (S/W only) This line item is paid directly to Verint for support (6% of list price) Public Safety Annual Maintenance (S/W only) This line item is paid directly to Verint for support (6% of list price)	\$4,854.00	1	\$4,854.00
	REC 1			
89-270-0098	7000 Platform Recorder Server (SVR7KH2-REC) 7000 Platform Recorder Server (SVR7KH2-REC)	\$8,055.60	1	\$8,055.60
89-270-0118	Add on Media Storage 3x1.9TB SSD SATA 6 Gb/s, 2.5 inch (RAID5, SSD -SD3R5) Add on Media Storage 3x1.9TB SSD SATA 6 Gb/s, 2.5 inch (RAID5, SSD-SD3R5)	\$1,962.00	1	\$1,962.00

Phone:

Email: cwalters@gosercos.com

Web: www.gosercos.com

Recording UpGrade Q4 2022 45th Ave		Price	Qty	Ext. Price
89-270-0120	Add 7000 series Intel Ethernet Network Connection OCP X557-T2, Dual Port 10GBASE-T (RJ45), Mezzanine Card Add 7000 series Intel Ethernet Network Connection OCP X557-T2, Dual Port 10GBASE-T (RJ45), Mezzanine Card	\$464.40	1	\$464.40
GOSDRKAA	Disaster Recovery Kit (2 Model-matched HDDs, one as hot-spare, 2TB USB Ext. HDD, Casper Server Edition) System disaster recovery kit for Series 6000 server AA: 1 model-matched SATA HDD for hot spare, 1 SATA 1TB HDD in ext. USB for offline backup, and Casper 8.0 Server edition, configured and installed	\$2,995.00	1	\$2,995.00
93-630-0011	Conversion from AL5.x - Audiolog Operational Recording (per Audiolog Seat)to Verint Public Safety Call Recording(Channel based) V15 Conversion from AL5.x - Audiolog Operational Recording (per Audiolog Seat)to Verint Public Safety Call Recording(Channel based) V15	\$208.00	56	\$11,648.00
93-630-0030	Conversion from AL5.x - Audiolog Screen Recording to Verint Public Safety Screen Capture (Channel-based) V15 Conversion from AL5.x - Audiolog Screen Recording to Verint Public Safety Screen Capture (Channel-based) V15	\$70.00	24	\$1,680.00
93-630-0004	Public Safety Screen Capture (Channel-based) V15 Public Safety Screen Capture (Channel-based) V15	\$175.00	32	\$5,600.00
89-555-0141	Public Safety Annual Maintenance (S/W only) This line item is paid directly to Verint for support (6% of list price) Public Safety Annual Maintenance (S/W only) This line item is paid directly to Verint for support (6% of list price)	\$2,335.20	1	\$2,335.20
	REC 2			
89-270-0098	7000 Platform Recorder Server (SVR7KH2-REC) 7000 Platform Recorder Server (SVR7KH2-REC)	\$8,055.60	1	\$8,055.60
89-270-0118	Add on Media Storage 3x1.9TB SSD SATA 6 Gb/s, 2.5 inch (RAID5, SSD -SD3R5) Add on Media Storage 3x1.9TB SSD SATA 6 Gb/s, 2.5 inch (RAID5, SSD-SD3R5)	\$1,962.00	1	\$1,962.00
89-270-0120	Add 7000 series Intel Ethernet Network Connection OCP X557-T2, Dual Port 10GBASE-T (RJ45), Mezzanine Card Add 7000 series Intel Ethernet Network Connection OCP X557-T2, Dual Port 10GBASE-T (RJ45), Mezzanine Card	\$464.40	1	\$464.40

Phone:

Email: cwalters@goserco.com

Web: www.goserco.com

Recording UpGrade Q4 2022 45th Ave		Price	Qty	Ext. Price
GOSDRKAA	Disaster Recovery Kit (2 Model-matched HDDs, one as hot-spare, 2TB USB Ext. HDD, Casper Server Edition) System disaster recovery kit for Series 6000 server AA: 1 model-matched SATA HDD for hot spare, 1 SATA 1TB HDD in ext. USB for offline backup, and Casper 8.0 Server edition, configured and installed	\$2,995.00	1	\$2,995.00
89-270-0015	Add on AudioCodes LD Card 24 analog Ports (PCI-e) V15.2 Add on AudioCodes LD Card 24 analog Ports (PCI-e) V15.2	\$2,055.00	2	\$4,110.00
89-270-0019	Add on AudioCodes LD Card 8 analog Ports (PCI-e) V15.2 Add on AudioCodes LD Card 8 analog Ports (PCI-e) V15.2	\$840.00	1	\$840.00
93-630-0011	Conversion from AL5.x - Audiolog Operational Recording (per Audiolog Seat)to Verint Public Safety Call Recording(Channel based) V15 Conversion from AL5.x - Audiolog Operational Recording (per Audiolog Seat)to Verint Public Safety Call Recording(Channel based) V15	\$208.00	56	\$11,648.00
93-630-0030	Conversion from AL5.x - Audiolog Screen Recording to Verint Public Safety Screen Capture (Channel-based) V15 Conversion from AL5.x - Audiolog Screen Recording to Verint Public Safety Screen Capture (Channel-based) V15	\$70.00	24	\$1,680.00
93-630-0004	Public Safety Screen Capture (Channel-based) V15 Public Safety Screen Capture (Channel-based) V15	\$175.00	32	\$5,600.00
93-630-0003	Public Safety Call Recording (Channel-based) V15 Public Safety Call Recording (Channel-based) V15	\$520.00	80	\$41,600.00
89-555-0141	Public Safety Annual Maintenance (S/W only) This line item is paid directly to Verint for support (6% of list price) Public Safety Annual Maintenance (S/W only) This line item is paid directly to Verint for support (6% of list price)	\$4,831.20	1	\$4,831.20
Subtotal:				\$166,785.80

Recording UpGrade Q4 2022 Josephine St		Price	Qty	Ext. Price
	DC / TLR			
89-270-0095	7000 platform Consolidated Server L1 (SVR7KH1-CON-L1) 7000 platform Consolidated Server L1 (SVR7KH1-CON-L1)	\$10,524.00	1	\$10,524.00
89-270-0118	Add on Media Storage 3x1.9TB SSD SATA 6 Gb/s, 2.5 inch (RAID5, SSD -SD3R5) Add on Media Storage 3x1.9TB SSD SATA 6 Gb/s, 2.5 inch (RAID5, SSD-SD3R5)	\$1,962.00	1	\$1,962.00

Phone:

Email: cwalters@gosercO.com

Web: www.gosercO.com

Recording UpGrade Q4 2022 Josephine St		Price	Qty	Ext. Price
89-270-0120	Add 7000 series Intel Ethernet Network Connection OCP X557-T2, Dual Port 10GBASE-T (RJ45), Mezzanine Card Add 7000 series Intel Ethernet Network Connection OCP X557-T2, Dual Port 10GBASE-T (RJ45), Mezzanine Card	\$464.40	1	\$464.40
GOSDRKAA	Disaster Recovery Kit (2 Model-matched HDDs, one as hot-spare, 2TB USB Ext. HDD, Casper Server Edition) System disaster recovery kit for Series 6000 server AA: 1 model-matched SATA HDD for hot spare, 1 SATA 1TB HDD in ext. USB for offline backup, and Casper 8.0 Server edition, configured and installed	\$2,995.00	1	\$2,995.00
93-630-0020	Upgrade from AL5.x - Verint Recording Public Safety Integration Package V15 Upgrade from AL5.x - Verint Recording Public Safety Integration Package V15	\$2,500.00	1	\$2,500.00
93-630-0012	Upgrade from AL5.x - Trunked Radio Talkgroup to Verint Public Safety Named Radio Talkgroup V15 Upgrade from AL5.x - Trunked Radio Talkgroup to Verint Public Safety Named Radio Talkgroup V15	\$104.00	240	\$24,960.00
93-630-0028	Motorola Radio P25 Interface Enabler V15 Motorola Radio P25 Interface Enabler V15	\$0.00	1	\$0.00
89-555-0141	Public Safety Annual Maintenance (S/W only) This line item is paid directly to Verint for support (6% of list price) Public Safety Annual Maintenance (S/W only) This line item is paid directly to Verint for support (6% of list price)	\$4,854.00	1	\$4,854.00
	REC 1			
89-270-0098	7000 Platform Recorder Server (SVR7KH2-REC) 7000 Platform Recorder Server (SVR7KH2-REC)	\$8,055.60	1	\$8,055.60
89-270-0118	Add on Media Storage 3x1.9TB SSD SATA 6 Gb/s, 2.5 inch (RAID5, SSD -SD3R5) Add on Media Storage 3x1.9TB SSD SATA 6 Gb/s, 2.5 inch (RAID5, SSD-SD3R5)	\$1,962.00	1	\$1,962.00
89-270-0120	Add 7000 series Intel Ethernet Network Connection OCP X557-T2, Dual Port 10GBASE-T (RJ45), Mezzanine Card Add 7000 series Intel Ethernet Network Connection OCP X557-T2, Dual Port 10GBASE-T (RJ45), Mezzanine Card	\$464.40	1	\$464.40
GOSDRKAA	Disaster Recovery Kit (2 Model-matched HDDs, one as hot-spare, 2TB USB Ext. HDD, Casper Server Edition) System disaster recovery kit for Series 6000 server AA: 1 model-matched SATA HDD for hot spare, 1 SATA 1TB HDD in ext. USB for offline backup, and Casper 8.0 Server edition, configured and installed	\$2,995.00	1	\$2,995.00

Phone:

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Web: www.gosercO.com

Recording UpGrade Q4 2022 Josephine St		Price	Qty	Ext. Price
93-630-0011	Conversion from AL5.x - Audiolog Operational Recording (per Audiolog Seat)to Verint Public Safety Call Recording(Channel based) V15 Conversion from AL5.x - Audiolog Operational Recording (per Audiolog Seat)to Verint Public Safety Call Recording(Channel based) V15	\$208.00	56	\$11,648.00
93-630-0030	Conversion from AL5.x - Audiolog Screen Recording to Verint Public Safety Screen Capture (Channel-based) V15 Conversion from AL5.x - Audiolog Screen Recording to Verint Public Safety Screen Capture (Channel-based) V15	\$70.00	24	\$1,680.00
93-630-0004	Public Safety Screen Capture (Channel-based) V15 Public Safety Screen Capture (Channel-based) V15	\$175.00	32	\$5,600.00
89-555-0141	Public Safety Annual Maintenance (S/W only) This line item is paid directly to Verint for support (6% of list price) Public Safety Annual Maintenance (S/W only) This line item is paid directly to Verint for support (6% of list price)	\$2,335.20	1	\$2,335.20
	REC 2			
89-270-0098	7000 Platform Recorder Server (SVR7KH2-REC) 7000 Platform Recorder Server (SVR7KH2-REC)	\$8,055.60	1	\$8,055.60
89-270-0118	Add on Media Storage 3x1.9TB SSD SATA 6 Gb/s, 2.5 inch (RAID5, SSD -SD3R5) Add on Media Storage 3x1.9TB SSD SATA 6 Gb/s, 2.5 inch (RAID5, SSD-SD3R5)	\$1,962.00	1	\$1,962.00
89-270-0120	Add 7000 series Intel Ethernet Network Connection OCP X557-T2, Dual Port 10GBASE-T (RJ45), Mezzanine Card Add 7000 series Intel Ethernet Network Connection OCP X557-T2, Dual Port 10GBASE-T (RJ45), Mezzanine Card	\$464.40	1	\$464.40
GOSDRKAA	Disaster Recovery Kit (2 Model-matched HDDs, one as hot-spare, 2TB USB Ext. HDD, Casper Server Edition) System disaster recovery kit for Series 6000 server AA: 1 model-matched SATA HDD for hot spare, 1 SATA 1TB HDD in ext. USB for offline backup, and Casper 8.0 Server edition, configured and installed	\$2,995.00	1	\$2,995.00
89-270-0015	Add on AudioCodes LD Card 24 analog Ports (PCI-e) V15.2 Add on AudioCodes LD Card 24 analog Ports (PCI-e) V15.2	\$2,055.00	2	\$4,110.00
89-270-0019	Add on AudioCodes LD Card 8 analog Ports (PCI-e) V15.2 Add on AudioCodes LD Card 8 analog Ports (PCI-e) V15.2	\$840.00	1	\$840.00

Phone:

Email: cwalters@goserco.com

Web: www.goserco.com

Recording UpGrade Q4 2022 Josephine St		Price	Qty	Ext. Price
93-630-0011	Conversion from AL5.x - Audiolog Operational Recording (per Audiolog Seat)to Verint Public Safety Call Recording(Channel based) V15 Conversion from AL5.x - Audiolog Operational Recording (per Audiolog Seat)to Verint Public Safety Call Recording(Channel based) V15	\$208.00	56	\$11,648.00
93-630-0030	Conversion from AL5.x - Audiolog Screen Recording to Verint Public Safety Screen Capture (Channel-based) V15 Conversion from AL5.x - Audiolog Screen Recording to Verint Public Safety Screen Capture (Channel-based) V15	\$70.00	24	\$1,680.00
93-630-0004	Public Safety Screen Capture (Channel-based) V15 Public Safety Screen Capture (Channel-based) V15	\$175.00	32	\$5,600.00
93-630-0003	Public Safety Call Recording (Channel-based) V15 Public Safety Call Recording (Channel-based) V15	\$520.00	80	\$41,600.00
89-555-0141	Public Safety Annual Maintenance (S/W only) This line item is paid directly to Verint for support (6% of list price) Public Safety Annual Maintenance (S/W only) This line item is paid directly to Verint for support (6% of list price)	\$4,831.20	1	\$4,831.20
Subtotal:				\$166,785.80

Discount		Price	Qty	Ext. Price
Discount	Loyalty Discount (25% on Hardware and Software) Discount	(\$77,382.70)	1	(\$77,382.70)
Subtotal:				(\$77,382.70)

Services		Price	Qty	Ext. Price
CG-SVC-Implementation Pkg	Implementation: Includes all remote project management, on-site installations/upgrades, adminstrator and end user Comprehensive installation package: includes remote project management, on-site installation, configuration, testing, and all travel time and expenses.	\$42,000.00	1	\$42,000.00
Subtotal:				\$42,000.00

Phone:

Email: cwalters@goserco.comWeb: www.goserco.com

Verint Communications Q4 Upgrades 2022 12025 E 45th Ave & 950 Josephine St

Quote Information:

Quote #: 011007

Version: 1

Delivery Date: 07/26/2021

Expiration Date: 09/20/2021

Prepared for:

DENVER SAFETY COMMUNICATION CENTER

950 Josephine Street

Denver, CO 80206

Gary Pasicznyk

Gary.Pasicznyk@denvergov.org**Prepared by:**

Goserco HQ

Cheryl

480-964-8911 x 5102

Fax

cwalters@goserco.com

Quote Summary		Amount
Recording UpGrade Q4 2022 45th Ave		\$166,785.80
Recording UpGrade Q4 2022 Josephine St		\$166,785.80
	Discount	(\$77,382.70)
	Services	\$42,000.00
	Total	\$298,188.90

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Phone:

Email: cwalters@goserco.com

Web: www.goserco.com

APPENDIX D - Signatures

DENVER SAFETY COMMUNICATION CENTER

Communications Recording Solution Upgrade or Implementation

Document prepared for signature on July 26, 2021

We, the undersigned representatives of DENVER SAFETY COMMUNICATION CENTER and Goserco, Inc. have read and understand this statement of work and the details contained herein. We agree to this Statement of Work as attached, the services to be provided as detailed in project scope detail, as well as the terms, conditions, specific responsibilities, provisions, and appendices:

DENVER SAFETY COMMUNICATION CENTER

Goserco, Inc.

Signature of authorized customer representative

Signature of authorized Goserco, Inc. representative

Printed Name

Printed Name

Title

Title

Date: (MM/DD/YYYY)

Date: (MM/DD/YYYY)

Phone:

Email: cwalters@goserco.com

Web: www.goserco.com

We have prepared a quote for you

Motorola AIS Upgrades
12025 E 45th Ave & 950 Josephine St

Quote #011010 v1

Prepared for
DENVER SAFETY COMMUNICATION CENTER

Prepared by
Cheryl

Phone:

Email: cwalters@goserco.com

Web: www.goserco.com

2022		Price	Qty	Ext. Price
	Primary TLR			
C89-170-0535	Motorola P25 Audiolog enabler Motorola P25 Audiolog enabler	\$16,000.00	0	\$0.00
C89-170-0545	Motorola Astro P25 Minor Version Upgrade Motorola Astro P25 Minor Version Upgrade	\$12,600.00	1	\$12,600.00
	Secondary TLR			
C89-170-0535	Motorola P25 Audiolog enabler Motorola P25 Audiolog enabler	\$16,000.00	0	\$0.00
C89-170-TBA	Motorola Astro P25 IP Upgrade ASTRO Version - Second AIS Motorola Astro P25 IP Upgrade ASTRO Version - Second AIS	\$2,500.00	1	\$2,500.00
	Professional Services			
TBA	Motorola Astro P25 IP Upgrade ASTRO Version - First and Second AIS Motorola Astro P25 IP Upgrade ASTRO Version - First and Second AIS	\$750.00	2	\$1,500.00
CG-SVC-Travel Expenses	Travel Expenses (No Charge if under Maintenance and scheduled 3 weeks in advance) Estimated travel expenses	\$0.00	1	\$0.00
Important Note: *Motorola and Verint require AIS licensing charges to be pre-paid - please plan to have your procurement order and pre-pay at least 2 weeks prior to your scheduled upgrade.				
			Subtotal:	\$16,600.00

2023		Price	Qty	Ext. Price
	Primary TLR			
C89-170-0535	Motorola P25 Audiolog enabler Motorola P25 Audiolog enabler	\$16,000.00	0	\$0.00
C89-170-0545	Motorola Astro P25 Minor Version Upgrade Motorola Astro P25 Minor Version Upgrade	\$12,600.00	1	\$12,600.00
	Secondary TLR			
C89-170-0535	Motorola P25 Audiolog enabler Motorola P25 Audiolog enabler	\$16,000.00	0	\$0.00
C89-170-TBA	Motorola Astro P25 IP Upgrade ASTRO Version - Second AIS Motorola Astro P25 IP Upgrade ASTRO Version - Second AIS	\$2,500.00	1	\$2,500.00
	Professional Services			

Phone:

Email: cwalters@gosercO.com

Web: www.gosercO.com

2023		Price	Qty	Ext. Price
TBA	Motorola Astro P25 IP Upgrade ASTRO Version - First and Second AIS Motorola Astro P25 IP Upgrade ASTRO Version - First and Second AIS	\$750.00	2	\$1,500.00
CG-SVC-Travel Expenses	Travel Expenses (No Charge if under Maintenance and scheduled 3 weeks in advance) Estimated travel expenses	\$0.00	1	\$0.00
Important Note: *Motorola and Verint require AIS licensing charges to be pre-paid - please plan to have your procurement order and pre-pay at least 2 weeks prior to your scheduled upgrade.				
			Subtotal:	\$16,600.00

2024		Price	Qty	Ext. Price
	Primary TLR			
C89-170-0535	Motorola P25 Audiolog enabler Motorola P25 Audiolog enabler	\$16,000.00	0	\$0.00
C89-170-0545	Motorola Astro P25 Minor Version Upgrade Motorola Astro P25 Minor Version Upgrade	\$12,600.00	1	\$12,600.00
	Secondary TLR			
C89-170-0535	Motorola P25 Audiolog enabler Motorola P25 Audiolog enabler	\$16,000.00	0	\$0.00
C89-170-TBA	Motorola Astro P25 IP Upgrade ASTRO Version - Second AIS Motorola Astro P25 IP Upgrade ASTRO Version - Second AIS	\$2,500.00	1	\$2,500.00
	Professional Services			
TBA	Motorola Astro P25 IP Upgrade ASTRO Version - First and Second AIS Motorola Astro P25 IP Upgrade ASTRO Version - First and Second AIS	\$750.00	2	\$1,500.00
CG-SVC-Travel Expenses	Travel Expenses (No Charge if under Maintenance and scheduled 3 weeks in advance) Estimated travel expenses	\$0.00	1	\$0.00
Important Note: *Motorola and Verint require AIS licensing charges to be pre-paid - please plan to have your procurement order and pre-pay at least 2 weeks prior to your scheduled upgrade.				
			Subtotal:	\$16,600.00

2025		Price	Qty	Ext. Price
	Primary TLR			

Phone:

Email: cwalters@goserco.com

Web: www.goserco.com

2025		Price	Qty	Ext. Price
C89-170-0535	Motorola P25 Audiolog enabler Motorola P25 Audiolog enabler	\$16,000.00	0	\$0.00
C89-170-0545	Motorola Astro P25 Minor Version Upgrade Motorola Astro P25 Minor Version Upgrade	\$12,600.00	1	\$12,600.00
	Secondary TLR			
C89-170-0535	Motorola P25 Audiolog enabler Motorola P25 Audiolog enabler	\$16,000.00	0	\$0.00
C89-170-TBA	Motorola Astro P25 IP Upgrade ASTRO Version - Second AIS Motorola Astro P25 IP Upgrade ASTRO Version - Second AIS	\$2,500.00	1	\$2,500.00
	Professional Services			
TBA	Motorola Astro P25 IP Upgrade ASTRO Version - First and Second AIS Motorola Astro P25 IP Upgrade ASTRO Version - First and Second AIS	\$750.00	2	\$1,500.00
CG-SVC-Travel Expenses	Travel Expenses (No Charge if under Maintenance and scheduled 3 weeks in advance) Estimated travel expenses	\$0.00	1	\$0.00
Important Note: *Motorola and Verint require AIS licensing charges to be pre-paid - please plan to have your procurement order and pre-pay at least 2 weeks prior to your scheduled upgrade.				
			Subtotal:	\$16,600.00

2026		Price	Qty	Ext. Price
	Primary TLR			
C89-170-0535	Motorola P25 Audiolog enabler Motorola P25 Audiolog enabler	\$16,000.00	0	\$0.00
C89-170-0545	Motorola Astro P25 Minor Version Upgrade Motorola Astro P25 Minor Version Upgrade	\$12,600.00	1	\$12,600.00
	Secondary TLR			
C89-170-0535	Motorola P25 Audiolog enabler Motorola P25 Audiolog enabler	\$16,000.00	0	\$0.00
C89-170-TBA	Motorola Astro P25 IP Upgrade ASTRO Version - Second AIS Motorola Astro P25 IP Upgrade ASTRO Version - Second AIS	\$2,500.00	1	\$2,500.00
	Professional Services			
TBA	Motorola Astro P25 IP Upgrade ASTRO Version - First and Second AIS Motorola Astro P25 IP Upgrade ASTRO Version - First and Second AIS	\$750.00	2	\$1,500.00

Phone:

Email: cwalters@goserco.comWeb: www.goserco.com

2026		Price	Qty	Ext. Price
CG-SVC-Travel Expenses	Travel Expenses (No Charge if under Maintenance and scheduled 3 weeks in advance) Estimated travel expenses	\$0.00	1	\$0.00
Important Note: *Motorola and Verint require AIS licensing charges to be pre-paid - please plan to have your procurement order and pre-pay at least 2 weeks prior to your scheduled upgrade.				
			Subtotal:	\$16,600.00

Phone:

Email: cwalters@goserco.comWeb: www.goserco.com

Motorola AIS Upgrades Josephine St

12025 E 45th Ave & 950

Quote Information:

Quote #: 011010
Version: 1
Delivery Date: 07/26/2021
Expiration Date: 09/24/2021

Prepared for:

DENVER SAFETY COMMUNICATION CENTER
950 Josephine Street
Denver, CO 80206
Gary Pasicznyk
Gary.Pasicznyk@denvergov.org

Prepared by:

Goserco HQ
Cheryl
480-964-8911 x 5102
Fax
cwalters@goserco.com

Quote Summary		Amount
	2022	\$16,600.00
	2023	\$16,600.00
	2024	\$16,600.00
	2025	\$16,600.00
	2026	\$16,600.00
	Total	\$83,000.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Phone:

Email: cwalters@goserco.com

Web: www.goserco.com

APPENDIX D - Signatures

DENVER SAFETY COMMUNICATION CENTER

Communications Recording Solution Upgrade or Implementation

Document prepared for signature on July 26, 2021

We, the undersigned representatives of DENVER SAFETY COMMUNICATION CENTER and Goserco, Inc. have read and understand this statement of work and the details contained herein. We agree to this Statement of Work as attached, the services to be provided as detailed in project scope detail, as well as the terms, conditions, specific responsibilities, provisions, and appendices:

DENVER SAFETY COMMUNICATION CENTER

Goserco, Inc.

Signature of authorized customer representative

Signature of authorized Goserco, Inc. representative

Printed Name

Printed Name

Title

Title

Date: (MM/DD/YYYY)

Date: (MM/DD/YYYY)

Phone:

Email: kricci@goserco.com

Web: www.goserco.com

We have prepared a quote for you

EWP - Verint Max-Pro Platinum EWP Renewal With WFM (2022-26)

Quote #011008 v1

Prepared for
DENVER SAFETY COMMUNICATION CENTER

Prepared by

Kit

Phone:

Email: kricci@goserco.comWeb: www.goserco.com

Friday, July 30, 2021

DENVER SAFETY COMMUNICATION CENTER

Gary Pasicznyk
950 Josephine Street
Denver, CO 80206
Gary.Pasicznyk@denvergov.org

Dear Gary,

This Quote is to reflect renewal amounts for your Platinum 24X7 Extended Warranty Plan (EWP) Maintenance for the years of 2022 through 2026 (5 years), for both Audiolog recording systems and for WFM.

As of this date, Denver Safety Communications Center has paid for a Platinum Extended Warranty Plan (EWP) covering all Verint/Audiolog recording systems through March 31, 2022. In addition, Denver Safety Communications Center has paid for the WFM Maintenance & Support through December 31, 2021. Thus, these costs have not been included in this future budget amount. With the proposal from Quote #11007 for a new 15.2 system to be installed in late 2022, figures are shown covering the existing recording system through December 31, 2022. Since payment has already been made through 03/31/22, the remaining amount due for 2022 will be the equivalent of 9 months of the Goserco EWP portion that would ordinarily be due in a 12 month period.

If we can assume the new systems are called "installed" as of January 01, 2023, the new 15.2 equipment will be covered by a Platinum 24X7 version of New Warranty through December 31, 2023 and no charges will be Due for the entire year of 2023 for this new Verint/Audiolog recording equipment. This budget further assumes a chargeable Platinum 24X7 Extended Warranty Plan (EWP) which will be Due and in effect as of January 01, 2024 for that entire year, followed by renewals Due and effective on January 1st 2025 & January 1st 2026.

The WFM EWP for software licenses & hardware will be Due and in effect on January 01, 2022 and will be renewed each following January 1st through the final renewal date of January 01, 2026 (good through the entire year of 2026). This WFM Maintenance & Support figure for 2023 will include the migration cost from standalone server to 15.2 platform installed in late 2022.

Goserco provides an Annual Extended Warranty Plan Credit for which provides a **2% Credit** toward the Goserco portion of the following year's Extended Warranty Plan for Verint/Audiolog customers whose renewal payments arrive at Goserco, Inc. on or before the 15th of the month following the Due Date. Denver has qualified for this discount in past years, and the 5 years for Verint/Audiolog recording system coverage has been calculated with the expectation that prompt payment will continue each year (IE: that payments Due on January 1st for each year will be received by Goserco no later than January 15th of each year)..

If you have any questions, please don't hesitate to let me know. I appreciate the opportunity to present this budget information to Denver Safety Communications Center.

Kit Ricci

Maintenance Contracts Administrator
Goserco, Inc.



Kit
Maintenance Contracts Administrator
Goserco HQ

Phone:

Email: kricci@goserco.com

Web: www.goserco.com

Maintenance & Support for Audiolog and WFM from January 01, 2022 through December 31, 2026

Existing Audiolog Systems through December 2022, New 15.2 Audiolog Systems through December 2026

Josephine & 45th Street locations - Existing Equipment

Denver Safety Communications Center
950 Josephine Street
Denver, CO 80206

DENVER Safety Communications Center - 45th Street
12025 E 45th Ave
Denver, CO 80239

Josephine Facility:

Verint AL1 Server, Dongle 17152
Verint AL2 Server, Dongle 17114
Verint TLR, Dongle 40208
Verint CAS, Dongle 20843
Verint CAS, Dongle 17151
Verint Web Server, Dongle 17155

45th Street Facility:

Verint Primary ALR (ROC), Dongle 40174
Verint Secondary ALR (VoIP), Dongle 40175
Verint TLR, Dongle 40190 (sold by Verint/Motorola)
Verint CAS, Dongle 40134 (sold by Verint/Motorola)
Verint Web Server, Dongle 40206
Verint Radio Screens, Dongle 17149
HP SAN

New 15.2 Systems - See listing in 5-Year quote from Quote #11007

EWP for Audiolog 9 months (04/22-12/22)		Price	Qty	Ext. Price
CG-EWP-Platinum	04/2022 - 12/2022 (9 mo.) EWP: Platinum EWP contract: 24X7 Response, 365 Days/Year, Remote & on-site, parts and labor included. Refresher training & unlimited phone support. Remote access required. Terms and conditions are shown on EWP contract. Total based on 2% EWP Credit due to prompt payment of total amounts due by 15th calendar day following Due Date	\$88,631.97	1	\$88,631.97
C89-170-3312	2022 Audiolog Premium Software Maintenance (per annum). This line item is paid directly to Verint for tier 2 support.	\$18,777.72	1	\$18,777.72
Subtotal:				\$107,409.69

EWP for WFM (2022)		Price	Qty	Ext. Price
SUPR-WSAS-247R	01/01/22 - 12/31/22 EWP: 24X7 Response Remote Software Support - Verint Enterprise WFM Lite plus Performance Management Basic Scorecards	\$85.51	175	\$14,964.25

Phone:

Email: kricci@goserco.com

Web: www.goserco.com

EWP for WFM (2022)		Price	Qty	Ext. Price
CG-EWP-Platinum	EWP: Platinum EWP contract (hardware only): 24X7 Response, 365 Days/Year, Remote & on-site, parts and labor included. Refresher training & unlimited phone support. Remote access required.	\$1,812.57	1	\$1,812.57
Subtotal:				\$16,776.82

EWP for WFM (2023)		Price	Qty	Ext. Price
SUPR-WSAS-247R	01/01/23 - 12/31/23 EWP: 24X7 Response Remote Software Support - Verint Enterprise WFM Lite plus Performance Management Basic Scorecards	\$89.79	175	\$15,713.25
UPGRADE SERVICES	2023: Migration from standalone server to the 15.2 platform installed in the end of 2022	\$14,999.21	1	\$14,999.21
CG-EWP-Platinum	EWP: Platinum EWP contract (hardware only): 24X7 Response, 365 Days/Year, Remote & on-site, parts and labor included. Refresher training & unlimited phone support. Remote access required.	\$1,903.20	1	\$1,903.20
Subtotal:				\$32,615.66

EWP for Audiolog (2024)		Price	Qty	Ext. Price
CG-EWP-Platinum	EWP: Platinum EWP contract: 24X7 Response, 365 Days/Year, Remote & on-site, parts and labor included. Refresher training & unlimited phone support. Remote access required. Terms and conditions are shown on EWP contract. Total based on 2% EWP Credit due to prompt payment of total amounts due by 15th calendar day following Due Date	\$72,801.64	1	\$72,801.64
C89-170-3312	2024 Audiolog Premium Software Maintenance (per annum). This line item is paid directly to Verint for tier 2 support. This is charged at the start of the contract and is good for up to 12 months. It is paid to the manufacturer and is not subject to pro-ration.	\$24,040.80	1	\$24,040.80
Subtotal:				\$96,842.44

EWP for WFM (2024)		Price	Qty	Ext. Price
SUPR-WSAS-247R	01/01/24 - 12/31/24 EWP: 24X7 Response Remote Software Support - Verint Enterprise WFM Lite plus Performance Management Basic Scorecards	\$94.27	175	\$16,497.25

Phone:

Email: kricci@gosercO.com

Web: www.gosercO.com

EWP for WFM (2024)		Price	Qty	Ext. Price
CG-EWP-Platinum	EWP: Platinum EWP contract (hardware only): 24X7 Response, 365 Days/Year, Remote & on-site, parts and labor included. Refresher training & unlimited phone support. Remote access required.	\$1,998.36	1	\$1,998.36
Subtotal:				\$18,495.61

EWP for Audiolog (2025)		Price	Qty	Ext. Price
CG-EWP-Platinum	EWP: Platinum EWP contract: 24X7 Response, 365 Days/Year, Remote & on-site, parts and labor included. Refresher training & unlimited phone support. Remote access required. Terms and conditions are shown on EWP contract. Total based on 2% EWP Credit due to prompt payment of total amounts due by 15th calendar day following Due Date	\$76,441.73	1	\$76,441.73
C89-170-3312	2025 Audiolog Premium Software Maintenance (per annum). This line item is paid directly to Verint for tier 2 support. This is charged at the start of the contract and is good for up to 12 months. It is paid to the manufacturer and is not subject to pro-ration.	\$25,242.84	1	\$25,242.84
Subtotal:				\$101,684.57

EWP for WFM (2025)		Price	Qty	Ext. Price
SUPR-WSAS-247R	01/01/25 - 12/31/25 EWP: 24X7 Response Remote Software Support - Verint Enterprise WFM Lite plus Performance Management Basic Scorecards	\$98.99	175	\$17,323.25
CG-EWP-Platinum	EWP: Platinum EWP contract (hardware only): 24X7 Response, 365 Days/Year, Remote & on-site, parts and labor included. Refresher training & unlimited phone support. Remote access required.	\$2,098.28	1	\$2,098.28
Subtotal:				\$19,421.53

Phone:

Email: kricci@goserco.com

Web: www.goserco.com

EWP for Audiolog (2026)		Price	Qty	Ext. Price
CG-EWP-Platinum	<p>EWP: Platinum EWP contract: 24X7 Response, 365 Days/Year, Remote & on-site, parts and labor included. Refresher training & unlimited phone support. Remote access required. Terms and conditions are shown on EWP contract.</p> <p>Total based on 2% EWP Credit due to prompt payment of total amounts due by 15th calendar day following Due Date</p>	\$80,263.81	1	\$80,263.81
C89-170-3312	<p>2026 Audiolog Premium Software Maintenance (per annum). This line item is paid directly to Verint for tier 2 support.</p> <p>This is charged at the start of the contract and is good for up to 12 months. It is paid to the manufacturer and is not subject to pro-ration.</p>	\$26,504.98	1	\$26,504.98
Subtotal:				\$106,768.79

EWP for WFM (2026)		Price	Qty	Ext. Price
SUPR-WSAS-247R	<p>01/01/26 - 12/31/26 EWP: 24X7 Response Remote Software Support - Verint Enterprise WFM Lite plus Performance Management Basic Scorecards</p>	\$103.94	175	\$18,189.50
CG-EWP-Platinum	<p>EWP: Platinum EWP contract (hardware only): 24X7 Response, 365 Days/Year, Remote & on-site, parts and labor included. Refresher training & unlimited phone support. Remote access required.</p>	\$2,203.19	1	\$2,203.19
Subtotal:				\$20,392.69

Phone:

Email: kricci@goserco.com

Web: www.goserco.com

EWP - Verint Max-Pro Platinum EWP Renewal With WFM (2022-26)

Quote Information:

Quote #: 011008
 Version: 1
 Delivery Date: 07/30/2021
 Expiration Date: 12/31/2022

Prepared for:

DENVER SAFETY COMMUNICATION CENTER
 950 Josephine Street
 Denver, CO 80206
 Gary Pasicznyk
 Gary.Pasicznyk@denvergov.org

Prepared by:

Goserco HQ
 Kit
 480-964-8911 X5106
 Fax
 kricci@goserco.com

Quote Summary	Amount
EWP for Audiolog 9 months (04/22-12/22)	\$107,409.69
EWP for WFM (2022)	\$16,776.82
EWP for WFM (2023)	\$32,615.66
EWP for Audiolog (2024)	\$96,842.44
EWP for WFM (2024)	\$18,495.61
EWP for Audiolog (2025)	\$101,684.57
EWP for WFM (2025)	\$19,421.53
EWP for Audiolog (2026)	\$106,768.79
EWP for WFM (2026)	\$20,392.69
Total	\$520,407.80
Total of One-Time Payments	\$520,407.80

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**EXTENDED WARRANTY PLAN
FOR VOICE LOGGING RECORDER
LEVEL – (7/24, 365) PLATINUM**

7165 East University Drive
Suite 180
Mesa, AZ 85207
480.964.8911



For technical support: tech.support@goserco.com

Goserco, Inc. offers the following contract and conditions for extended warranty protection for, and covered services performed on, the listed equipment* installed at **DENVER REGIONAL COMMUNICATIONS CENTER**. All parties agree to abide by the terms specified by this contract.

CONTRACT PERIOD

Coverage under this contract begins at 12:01 am **APRIL 01, 2022**, and terminates at 11:59 pm **DECEMBER 31, 2026**.

THIS CONTRACT PROVIDES FOR THE FOLLOWING

1. Support via e-mail (tech.support@goserco.com), telephone support, and on-site service when necessary, 24 hours a day, 365 days per year. Only voicemails left on the on-call technical support personnel phone will be considered an emergency. Emails or voicemails left on the main GOSERCO service line are NOT considered to be an emergency and will be responded to the next business day.
2. Response to requests for technical support or service 24 hours a day, 365 days per year. Calls for technical support or service received during these hours will be handled via telephone and/or remote access first - if it determined by technical support personnel that an on-site visit will be required, it will be scheduled accordingly.
3. Emergency on-site response (typically same day) is considered necessary when two or more channels are not recording. Please note that if any failure to record is determined to be due to some other factor besides the recording equipment (i.e. radio problem, phone problem, etc.) travel and on-site time charges will be incurred at the applicable hourly rates.
4. Parts – please note that due to great variation in customer environments, only two DVD-RAM drives (if installed in the system) per contract year are covered. Additional drives will be replaced at actual cost, with no labor charge. Also, please note that coverage for parts is contingent upon specific environmental and other requirements being met (please see terms and conditions).
5. Manufacturer recommended or required recording application updates (service packs, hotfixes, etc.). In general, recording application updates will be performed via remote access. If updates require upgrading clients, this service may be performed on-site. In the event that a manufacturer releases a no-cost version upgrade of recording application software, such upgrades will be delivered or performed with no labor charge (excluding shipping and handling for upgrade media).
6. This contract provides coverage for the voice logging recorder only. Peripherals (i.e. reproducer workstations, label printers, UPS equipment, etc.) are not covered, unless specified and agreed upon by both parties, and specifically listed on the following page.
7. “Refresher”, or system training for new personnel, via remote access, provided up to twice annually (1 hr. each).

TERMS AND CONDITIONS OF THIS CONTRACT

1. This is an annual contract. This contract is to be billed and prepaid on or before the date of commencement, and billed each subsequent year until cancellation by either party.
2. All requests for technical support or service must include direct call back contact information. Customers must indicate, in writing, the person(s) authorized to call for service, and person(s) authorized to receive administrative system passwords, if such security is desired. Otherwise, by signing this agreement, customer agrees and authorizes that any calling party from their facility may receive such services or information.
3. For systems equipped with DVD-RAM drives, Panasonic DVD-RAM media is the only supported media. Requests for service related to archiving may be delayed if not using supported media.
4. Voice logging recorder **must be connected to** appropriate power from an **Uninterruptible Power Supply (UPS) at all times**. Absence of, or lack of appropriate maintenance of, appropriate UPS power will void coverage of voice logging recorder under this contract.

**EXTENDED WARRANTY PLAN
FOR VOICE LOGGING RECORDER
LEVEL – (7/24, 365) PLATINUM**

7165 East University Drive
Suite 180
Mesa, AZ 85207
480.964.8911



For technical support: tech.support@goserco.com

TERMS AND CONDITIONS (Continued)

5. Remote access to voice logging recorder is required. This can be via dial-up, or Internet (VPN or web service). While it is not required that remote access is available 100% of the time (although this is recommended), emergency responses may require immediate remote access to the system for proper diagnostics and verification of system status. Goserco is not responsible for any delay due to holdup in establishing remote access to the system. The customer is responsible for providing all remote access site-specific details and any special remote access client software (when required). In the event that remote access is only granted on a case-by-case, or temporary basis, the customer is responsible for establishing the readiness (connecting phone line, enabling remote access, etc.).
6. Customer is responsible for maintaining equipment in an adequately-cooled and relatively dust-free environment.
7. Customer is responsible for providing the services of relevant I.T. personnel that may be required during repairs, updates, troubleshooting, etc. in a timely manner.

THIS CONTRACT DOES NOT PROVIDE FOR

1. Non-emergency, on-site service outside of 8:00am - 5:00pm (Arizona time) Monday through Friday – after hours, weekends, or Goserco-observed holidays are outside the scope of this contract for non-emergency services (i.e. scheduled upgrades, client software issues, minor repairs, adjustments, training, etc.).
2. Connection or repair of any telephone adapters (logger patches) and associated wiring, or feed source wiring.
3. Relocating, adding record channels, and/or moving of recorder equipment or installation of additional clients.
4. Repairs due to any power problem, or acts of nature regardless of cause (i.e., power surge, fire, water damage, lighting strikes, etc.) - all service requests that require an on-site response due to any power problem, or an act of nature, will be billable at applicable rates. Additionally, any damage due to power problems or acts of nature voids the parts warranty protection.
5. Problems resulting from any unauthorized changes or modifications to the operating system, including any malicious acts from external sources including but not limited to viruses, spyware, hacking attempts, etc.
6. Any internal networking configuration, problems, or modifications that may affect the recording system (such as restrictive domain policies), or the ability of remote clients to connect properly to the voice logging recorder.
7. Windows Updates and virus protection – these are the responsibility of customers with Windows-based systems. Both require manufacturer approval (and specific exclusions in some cases) via Goserco, Inc. prior to application.
8. Hardware upgrades or release-level software version upgrades in recording application software.

***SEE ATTACHED FOR LISTED EQUIPMENT**

VERINT / HP		ALL VERINT/AUDIOLOG RECORDING EQUIPMENT AS SHOWN ON QUOTE #11008	
TOTAL			

Goserco, Inc.	Kit Ricci	Customer Name	DENVER REGIONAL COMM. CENTER Josephine & 45th Street locations
Authorized Signature		Authorized Signature	
Today's Date		Today's Date	

**EXTENDED WARRANTY PLAN
FOR WFM SERVER H/W AND OS
LEVEL – (24/7, 365) PLATINUM**

7165 E University Dr. #180
Mesa, AZ 85207
800-285-0108
480-964-8911



For technical support: tech.support@goserco.com

For billing inquiries: billing@goserco.com

Goserco, Inc. offers the following contract to **DENVER SAFETY COMMUNICATIONS CENTER - WFM** and conditions for extended hardware warranty protection for, and covered services performed on, the listed equipment* installed at **DENVER 911 COMMUNICATIONS – DENVER, CO**. All parties agree to abide by the terms specified by this contract.

CONTRACT PERIOD

Coverage under this contract begins at 12:01 am **JANUARY 01, 2022**, and terminates at 11:59 pm **DECEMBER 31, 2026**.

THIS CONTRACT PROVIDES FOR THE FOLLOWING

1. WFM Server hardware support to Denver 911 via e-mail (tech.support@goserco.com), remote and telephone support relevant to the hardware, and on-site service when hardware troubleshooting or repairs are necessary, 24 hours a day, 365 days per year for any properly reported hardware issues. Guaranteed response times as follows: M-F 8AM-5PM MST via phone, e-mail, or remote within 2 hours of receipt of call or email. After-hours via phone or remote, within 1 hour of notification to on-call technician. On site - same or next day when required (for hardware failures).

Note: (Requirement to notify on-call personnel after hours) - Only a call/voicemail to the on-call technical support personnel phone will be considered an after-hours emergency. Leaving a voicemail on the GOSERCO general service line or sending an email is NOT considered an emergency and may be responded to the next business day.

2. Calls for hardware support or service will be handled via telephone and/or remote access first - if it determined by technical support personnel that an on-site visit will be required, it will be scheduled accordingly.
3. Emergency on-site response (typically same day) is considered necessary when the system will not boot or run the operating system due to failure of a hardware component. Please note that if any failure to boot or run the operating system is due to reasons other than hardware component failure (e.g. virus, malware, power, network, etc.) travel expenses (passed-through at cost) and on-site time charges may be incurred at the applicable hourly rates (\$225/hr. M-F 8AM-5PM MST and \$337.50/hr. after-hours, weekends, and holidays, as of April, 2017).
4. Parts – coverage for parts is contingent upon specific environmental and other requirements being met (please see terms and conditions), but all server parts are otherwise covered for repair or replacement.
5. This contract provides coverage for the WFM server only. Peripherals and software applications are not covered, unless specified and agreed upon by both parties, and specifically listed on the following page.

TERMS AND CONDITIONS OF THIS CONTRACT

1. All requests for technical support or service must include direct call back contact information. Customers must indicate, in writing, the person(s) authorized to call for service, and person(s) authorized to receive administrative system passwords, if such security is desired. Otherwise, by signing this agreement, customer agrees and authorizes that any calling party from their facility may receive such services or information.
2. The WFM server **must be connected to** appropriate power from an **Uninterruptible Power Supply (UPS) at all times**. Absence of, or lack of appropriate maintenance of, appropriate UPS power will void coverage of the WFM server under this contract.
3. Remote access to the WFM server is required. This can be via dial-up, or Internet (VPN or web service). While it is not required that remote access is available 100% of the time (although this is recommended), emergency responses may require immediate remote access to the system for proper diagnostics and verification of system status. Goserco is not responsible for any delay due to holdup in establishing remote access to the system. The customer is responsible for providing all remote access site-specific details and any special remote access client software (when required). In the event that remote access is only granted on a case-by-case, or temporary basis, the customer is responsible for establishing the readiness (connecting phone line, enabling remote access, etc.).

**EXTENDED WARRANTY PLAN
FOR WFM SERVER H/W AND OS
LEVEL – (24/7, 365) PLATINUM**

7165 E University Dr. #180
Mesa, AZ 85207
800-285-0108
480-964-8911



For technical support: tech.support@goserco.com

For billing inquiries: billing@goserco.com

TERMS AND CONDITIONS OF THIS CONTRACT (CONT.)

4. Customer is responsible for maintaining equipment in an adequately-cooled and relatively dust-free environment.
6. Customer is responsible for providing the services of relevant I.T. personnel that may be required during repairs, updates, troubleshooting, etc. in a timely manner.

THIS CONTRACT DOES NOT PROVIDE FOR

1. Repairs due to any power problem, or acts of nature regardless of cause (i.e., power surge, fire, water damage, lighting strikes, etc.) - all service requests that require an on-site response due to any power problem, or an act of nature, will be billable at applicable rates. Additionally, any damage due to power problems or acts of nature voids the parts warranty protection.
2. Problems resulting from any unauthorized changes or modifications to the operating system, including any malicious acts from external sources including but not limited to viruses, spyware, hacking attempts, etc.
3. Any internal networking configuration, problems, or modifications that may affect the system (such as restrictive domain policies), or the ability of remote clients to connect properly to the WFM server.
4. Hardware upgrades.
5. Hardware relocation.
6. WFM, OS, or SQL server software support.

***LISTED EQUIPMENT**

MAKE	MODEL	SERIAL NUMBER	COMMENTS	AMOUNT
HP	DL380R09	777337-S01	950 Josephine Street	
			(WFM Hardware–See Quote #11008)	
TAX				
TOTAL				

Goserco, Inc. Today's Date Authorized Signature	Kit Ricci -----	Customer Today's Date Authorized Signature	DENVER SAFETY COMMUNICATIONS CENTER - WFM -----
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Exhibit B

Denver 911 - Communications Recording and WFM: 5-Year Budgetary Summary

REF # **DEN911-44407-A** (Goserco Quotes 11007, 11008, and 11010)
 Date **7/30/2021** Good Until **10/31/2021**
 By **JS & KR**

2022		Notes
Communications Recording: Goserco Maintenance with 24x7 Support, Verint Software Maintenance	\$ 107,409.69	Prorated for
WFM: Goserco Maintenance, Verint Software Maintenance and Support	\$ 16,776.82	Prorated for
Motorola: AIS ASTRO Version Upgrades, Verint Licensing, and Services (Audiolog)	\$ 16,600.00	Only require
Recording and WFM Hardware and Software Upgrades (equipment and software)	\$ 256,188.90	Verint 15.2 L
Not-to-exceed Total for 2022	\$ 396,975.41	
2023		Notes
Communications Recording: Goserco Maintenance with 24x7 Support, Verint Software Maintenance	\$ -	New Platform
WFM: Goserco Maintenance, Verint Software Maintenance, 15.2 Migration, and Support	\$ 32,615.66	Includes Mig
Motorola: AIS ASTRO Version Upgrades, Verint Licensing, and Services (Verint 15.2)	\$ 16,600.00	Only require
Recording and WFM Hardware and Software Upgrades (implementation services)	\$ 42,000.00	Verint 15.2 L
Not-to-exceed Total for 2023	\$ 91,215.66	
2024		Notes
Communications Recording: Goserco Maintenance with 24x7 Support, Verint Software Maintenance	\$ 96,842.44	Jan 1st - Dec
WFM: Goserco Maintenance, Verint Software Maintenance and Support	\$ 18,495.61	Jan 1st - Dec
Motorola: AIS ASTRO Version Upgrades, Verint Licensing, and Services (Verint 15.2)	\$ 16,600.00	Only require
Recording and WFM Hardware and Software Upgrades	\$ -	Not Planned
Not-to-exceed Total for 2024	\$ 131,938.05	
2025		Notes
Communications Recording: Goserco Maintenance with 24x7 Support, Verint Software Maintenance	\$ 101,684.57	Jan 1st - Dec
WFM: Goserco Maintenance, Verint Software Maintenance and Support	\$ 19,421.53	Jan 1st - Dec
Motorola: AIS ASTRO Version Upgrades, Verint Licensing, and Services (Verint 15.2)	\$ 16,600.00	Only require
Recording and WFM Hardware and Software Upgrades	\$ -	Not Planned
Not-to-exceed Total for 2025	\$ 137,706.10	
2026		Notes
Communications Recording: Goserco Maintenance with 24x7 Support, Verint Software Maintenance	\$ 106,768.79	Jan 1st - Dec
WFM: Goserco Maintenance, Verint Software Maintenance and Support	\$ 20,392.69	Jan 1st - Dec
Motorola: AIS ASTRO Version Upgrades, Verint Licensing, and Services (Verint 15.2)	\$ 16,600.00	Only require
Recording and WFM Hardware and Software Upgrades	\$ -	Not Planned
Not-to-exceed Total for 2026	\$ 143,761.48	
2022 - 2026 (5-Year Budgetary Total)	\$ 901,596.70	

Time and Materials Cost Table

The vast majority of work performed (historically and planned) is part of a discounted fixed bid, or otherwise covered under a maintenance agreement. Time and Materials pricing would typically only apply for out-of-scope work, or other special projects.

	List	Discount	Denver 911
Goserco Hourly Rate, M-F 8a-5p, Remote (included project management)	\$ 150.00	20%	\$ 120.00
Goserco Hourly Rate, After hours, Remote	\$ 225.00	20%	\$ 180.00
Goserco Hourly Rate, M-F 8a-5p, On-Site	\$ 225.00	20%	\$ 180.00
Goserco Hourly Rate, After hours, On-Site	\$ 337.50	20%	\$ 270.00
Hourly Travel Time (if not covered by maintenance or fixed bid)	\$ 75.00	20%	\$ 60.00
Travel Expenses (if not covered by maintenance or fixed bid)	Actual	N/A	Actual

Materials Discounts - Quotation Required

In general, discountable software is provided to Denver 911 at a discount off Mfr. List Price of 10%-25%, depending on the order. Hardware pricing is highly variable and subject to availability and quantity discounts. In general, most hardware is provided to Denver 911 at a discount off List Price of 0%- 25%, depending on the order.

Maintenance through 12/31/2022

2022

		Notes
Communications Recording: Goserco Maintenance with 24x7 Support, Verint Software Maintenance	\$ 107,409.69	Prorated for
WFM: Goserco Maintenance, Verint Software Maintenance and Support	\$ 16,776.82	Prorated for
Motorola: AIS ASTRO Version Upgrades, Verint Licensing, and Services (Audiolog)	\$ 16,600.00	Only require

Denver 911

Full budgetary quote - Recording Platform Upgrades in 2022

Conversion of all recording infrastructure to series 7000 hardware, Windows 2019 Server, SQL Server 2019

Motorola licensing transfers

Conversion of all application licensing from Audiolog V5 to Verint Media Recorder version 15.2 (Public Safety)

DC/TLR and REC 1 systems can be customer-provided VM

Although a full budgetary quote is provided, it's anticipated that we'll be able to reuse some hardware (possible for REC 1 and REC 2 servers)

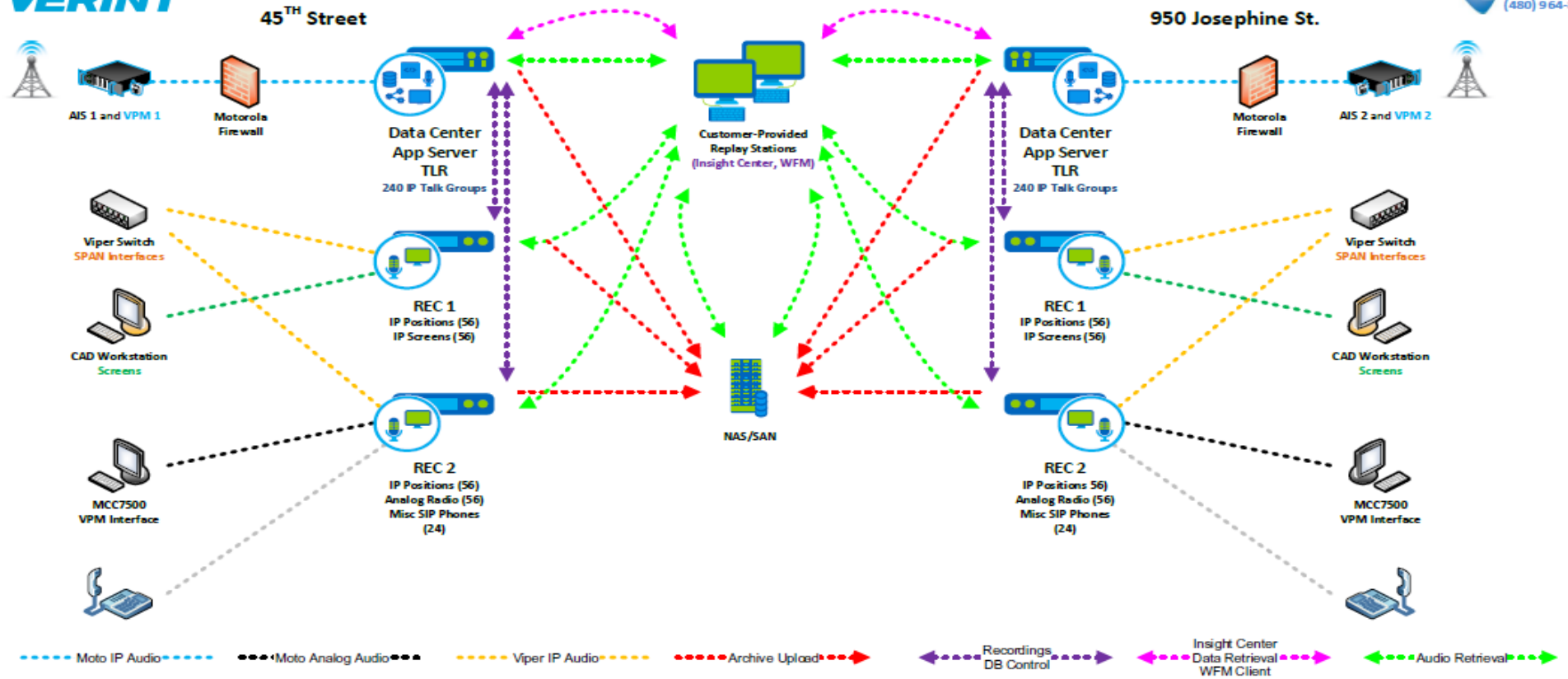
Upgrade includes all 1st year maintenance and support with on-site warranty repairs

45th Ave.

Part No.	Description	QTY	List Price	Ext. List Price
DC/TLR				
89-270-0095	7000 Series Consolidated Server L1 (SVR7KH1-CON-L1) 2x480GB; 3x480GB SSD RAID1/5; 2016 Svr, 2016 SQL; 32GB RAM	1	\$ 10,524.00	\$ 10,524.00
89-270-0118	Add on Media Storage 3x1.9TB SSD, SanDisk (RAID5, SSD-SD3R5)	1	\$ 1,962.00	\$ 1,962.00
89-270-0120	Add on Intel Ethernet Dual Port NIC (OCP I357-T4) Mezzanine Card (7000 Series Server ONLY)	1	\$ 464.40	\$ 464.40
GOS-DRK	Disaster Recovery Kit (2 Model-matched HDDs, one as hot-spare, 2TB USB Ext. HDD, Casper Server Edition)	1	\$ 2,995.00	\$ 2,995.00
93-630-0020	Upgrade from AL5.x - Verint Recording Public Safety Integration Package	1	\$ 2,500.00	\$ 2,500.00
93-630-0012	Upgrade from AL5.x - Trunked Radio Talkgroup to Verint Public Safety Named Radio Talkgroup	240	\$ 104.00	\$ 24,960.00
93-630-0028	Motorola Radio P25 Interface Enabler - TRANSFERRED	1	\$ 16,000.00	\$ -
	Required Software Maintenance (6% of software full license list price)	1	\$ 4,854.00	\$ 4,854.00
				<u>\$ 48,259.40</u>
REC 1				
89-270-0098	7000 Series Recorder Server (SVR7KH2-REC) 2x256GB SSD RAID 1; 2016 Svr, NO SQL; 32GB RAM	1	\$ 8,055.60	\$ 8,055.60
89-270-0118	Add on Media Storage 3x1.9TB SSD, SanDisk (RAID5, SSD-SD3R5)	1	\$ 1,962.00	\$ 1,962.00
89-270-0120	Add on Intel Ethernet Dual Port NIC (OCP I357-T4) Mezzanine Card (7000 Series Server ONLY)	1	\$ 464.40	\$ 464.40
GOS-DRK	Disaster Recovery Kit (2 Model-matched HDDs, one as hot-spare, 2TB USB Ext. HDD, Casper Server Edition)	1	\$ 2,995.00	\$ 2,995.00
93-630-0011	Conversion from AL5.x - Audiolog Operational Recording to Verint Public Safety Call Recording (per Channel)	56	\$ 208.00	\$ 11,648.00
93-630-0030	Conversion from AL5.x - Audiolog Screen Recording to Verint Public Safety Screen Capture (Channel Based)	24	\$ 70.00	\$ 1,680.00
93-630-0004	Verint Public Safety Screen Capture (Channel-based)	32	\$ 175.00	\$ 5,600.00
	Required Software Maintenance (6% of software full license list price)	1	\$ 2,335.20	\$ 2,335.20
				<u>\$ 34,740.20</u>
REC 2				
89-270-0098	7000 Series Recorder Server (SVR7KH2-REC) 2x256GB SSD RAID 1; 2016 Svr, NO SQL; 32GB RAM	1	\$ 8,055.60	\$ 8,055.60
89-270-0118	Add on Media Storage 3x1.9TB SSD, SanDisk (RAID5, SSD-SD3R5)	1	\$ 1,962.00	\$ 1,962.00
89-270-0120	Add on Intel Ethernet Dual Port NIC (OCP I357-T4) Mezzanine Card (7000 Series Server ONLY)	1	\$ 464.40	\$ 464.40
GOS-DRK	Disaster Recovery Kit (2 Model-matched HDDs, one as hot-spare, 2TB USB Ext. HDD, Casper Server Edition)	1	\$ 2,995.00	\$ 2,995.00
89-270-0015	AudioCodes LD2409 - 24 Analog Port Card (PCI-e)	2	\$ 2,055.00	\$ 4,110.00
89-270-0019	AudioCodes LD809 - 8 Analog Port Card (PCI-e)	1	\$ 840.00	\$ 840.00
93-630-0011	Conversion from AL5.x - Audiolog Operational Recording to Verint Public Safety Call Recording (per Channel)	56	\$ 208.00	\$ 11,648.00
93-630-0030	Conversion from AL5.x - Audiolog Screen Recording to Verint Public Safety Screen Capture (Channel Based)	24	\$ 70.00	\$ 1,680.00
93-630-0004	Verint Public Safety Screen Capture (Channel-based)	32	\$ 175.00	\$ 5,600.00
93-630-0003	Verint Public Safety Call Recording (Channel based)	80	\$ 520.00	\$ 41,600.00
	Required Software Maintenance	1	\$ 4,831.20	\$ 4,831.20
				<u>\$ 83,786.20</u>

950 Josephine Street

Part No.	Description	QTY	List Price	Ext. List Price
DC/TLR				
89-270-0095	7000 Series Consolidated Server L1 (SVR7KH1-CON-L1) 2x480GB; 3x480GB SSD RAID1/5; 2016 Svr, 2016 SQL; 32GB RAM	1	\$ 10,524.00	\$ 10,524.00
89-270-0118	Add on Media Storage 3x1.9TB SSD, SanDisk (RAID5, SSD-SD3R5)	1	\$ 1,962.00	\$ 1,962.00
89-270-0120	Add on Intel Ethernet Dual Port NIC (OCP I357-T4) Mezzanine Card (7000 Series Server ONLY)	1	\$ 464.40	\$ 464.40
GOS-DRK	Disaster Recovery Kit (2 Model-matched HDDs, one as hot-spare, 2TB USB Ext. HDD, Casper Server Edition)	1	\$ 2,995.00	\$ 2,995.00
93-630-0020	Upgrade from AL5.x - Verint Recording Public Safety Integration Package	1	\$ 2,500.00	\$ 2,500.00
93-630-0012	Upgrade from AL5.x - Trunked Radio Talkgroup to Verint Public Safety Named Radio Talkgroup	240	\$ 104.00	\$ 24,960.00
93-630-0028	Motorola Radio P25 Interface Enabler - TRANSFERRED	1	\$ 16,000.00	\$ -
	Required Software Maintenance (6% of software full license list price)	1	\$ 4,854.00	\$ 4,854.00
				\$ 48,259.40
REC 1				
89-270-0098	7000 Series Recorder Server (SVR7KH2-REC) 2x256GB SSD RAID 1; 2016 Svr, NO SQL; 32GB RAM	1	\$ 8,055.60	\$ 8,055.60
89-270-0118	Add on Media Storage 3x1.9TB SSD, SanDisk (RAID5, SSD-SD3R5)	1	\$ 1,962.00	\$ 1,962.00
89-270-0120	Add on Intel Ethernet Dual Port NIC (OCP I357-T4) Mezzanine Card (7000 Series Server ONLY)	1	\$ 464.40	\$ 464.40
GOS-DRK	Disaster Recovery Kit (2 Model-matched HDDs, one as hot-spare, 2TB USB Ext. HDD, Casper Server Edition)	1	\$ 2,995.00	\$ 2,995.00
93-630-0011	Conversion from AL5.x - Audiolog Operational Recording to Verint Public Safety Call Recording (per Channel)	56	\$ 208.00	\$ 11,648.00
93-630-0030	Conversion from AL5.x - Audiolog Screen Recording to Verint Public Safety Screen Capture (Channel Based)	24	\$ 70.00	\$ 1,680.00
93-630-0004	Verint Public Safety Screen Capture (Channel-based)	32	\$ 175.00	\$ 5,600.00
	Required Software Maintenance (6% of software full license list price)	1	\$ 2,335.20	\$ 2,335.20
				\$ 34,740.20
REC 2				
89-270-0098	7000 Series Recorder Server (SVR7KH2-REC) 2x256GB SSD RAID 1; 2016 Svr, NO SQL; 32GB RAM	1	\$ 8,055.60	\$ 8,055.60
89-270-0118	Add on Media Storage 3x1.9TB SSD, SanDisk (RAID5, SSD-SD3R5)	1	\$ 1,962.00	\$ 1,962.00
89-270-0120	Add on Intel Ethernet Dual Port NIC (OCP I357-T4) Mezzanine Card (7000 Series Server ONLY)	1	\$ 464.40	\$ 464.40
GOS-DRK	Disaster Recovery Kit (2 Model-matched HDDs, one as hot-spare, 2TB USB Ext. HDD, Casper Server Edition)	1	\$ 2,995.00	\$ 2,995.00
89-270-0015	AudioCodes LD2409 - 24 Analog Port Card (PCI-e)	2	\$ 2,055.00	\$ 4,110.00
89-270-0019	AudioCodes LD809 - 8 Analog Port Card (PCI-e)	1	\$ 840.00	\$ 840.00
93-630-0011	Conversion from AL5.x - Audiolog Operational Recording to Verint Public Safety Call Recording (per Channel)	56	\$ 208.00	\$ 11,648.00
93-630-0030	Conversion from AL5.x - Audiolog Screen Recording to Verint Public Safety Screen Capture (Channel Based)	24	\$ 70.00	\$ 1,680.00
93-630-0004	Verint Public Safety Screen Capture (Channel-based)	32	\$ 175.00	\$ 5,600.00
93-630-0003	Verint Public Safety Call Recording (Channel based)	80	\$ 520.00	\$ 41,600.00
	Required Software Maintenance	1	\$ 4,831.20	\$ 4,831.20
				\$ 83,786.20
	Hardware and Software Sub-Total			\$ 333,571.60
	Loyalty Discount (25% on Hardware and Software)			\$ (77,382.70)
	Hardware and Software Discounted Total			\$ 256,188.90
All Sites				
GOS-PS	Implementation: Includes all remote project management, on-site installations/upgrades, administrator and end user training, and all travel time and expenses	1	\$ 42,000.00	\$ 42,000.00
	Project Total			\$ 298,188.90



Planned Telephony Recording:

- 24x7 Verint 15.2 IP recording of up to 56 Viper Positions via SPAN interface on REC 1 at each site
- 24x7 Verint 15.2 IP redundant recording of up to 56 Viper Positions via SPAN interface on REC 2 at each site
- 24x7 Verint 15.2 IP recording of up to 24 Misc SIP endpoints via SPAN interface on REC 2 at each site

Planned Radio Recording:

- 24x7 Verint 15.2 IP recording of up to 240 Motorola ASTRO Talk Groups via AIS interface on DATA CENTER/TLR at each site
- 24x7 Verint 15.2 analog recording of up to 56 MCC7500 Radio Consoles via VPM interface on REC 2 at each site

Planned Screen Recording and/or Other:

- CAD workstation screen recording on REC 1 at 45TH Street location [950 Josephine, optional]
- Verint WFM on 45TH Street Datacenter Server

Planned Client Access:

- Client access will be from customer-provided workstations via the Verint Web interface (includes Insight Center for public safety search, playback, export, redaction, etc).

Planned Storage, Retention, and Archive:

- Temporary HDD storage on local recorders
- Local Recorders archive to network-attached storage (NAS or SAN).
- TBA - Final storage calculations and retention capability will be subject to final design, and is affected by call volumes, screen recording parameters, radio traffic volumes, etc.

Customer: Denver 911	
Project Description: On-Prem PSAP communications recording (2022)	
Location: TBA	
Date: May 2021	
Drawn By: JS	Revision: A

Maintenance through 12/31/2023

2023

Communications Recording: Goserco Maintenance with 24x7 Support, Verint Software Maintenance
WFM: Goserco Maintenance, Verint Software Maintenance and Support
Motorola: AIS ASTRO Version Upgrades, Verint Licensing, and Services (Verint 15.2)

\$ -
\$ 32,615.66
\$ 16,600.00

Notes

New Platfo
Includes M
Only requir

Maintenance through 12/31/2024

2024

		Notes
Communications Recording: Gosercos Maintenance with 24x7 Support, Verint Software Maintenance	\$ 96,842.44	Jan 1st - Dec 31st
WFM: Gosercos Maintenance, Verint Software Maintenance and Support	\$ 18,495.61	Jan 1st - Dec 31st
Motorola: AIS ASTRO Version Upgrades, Verint Licensing, and Services (Verint 15.2)	\$ 16,600.00	Only required for 2024

Maintenance through 12/31/2025

2025

Communications Recording: Goserco Maintenance with 24x7 Support, Verint Software Maintenance
WFM: Goserco Maintenance, Verint Software Maintenance and Support
Motorola: AIS ASTRO Version Upgrades, Verint Licensing, and Services (Verint 15.2)

\$ 101,684.57
\$ 19,421.53
\$ 16,600.00

Notes

Jan 1st - De
Jan 1st - De
Only requir

Maintenance through 12/31/2026

2026

Communications Recording: Goserco Maintenance with 24x7 Support, Verint Software Maintenance
WFM: Goserco Maintenance, Verint Software Maintenance and Support
Motorola: AIS ASTRO Version Upgrades, Verint Licensing, and Services (Verint 15.2)

\$ 106,768.79
\$ 20,392.69
\$ 16,600.00

Notes

[Jan 1st - De](#)
[Jan 1st - De](#)
[Only requir](#)

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/07/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GREENWOOD INSURANCE GROUP INC 61615470 3934 FM 1960 WEST STE 240 HOUSTON TX 77068	CONTACT NAME:		
	PHONE (281) 397-7844 (A/C, No, Ext):	FAX (281) 397-7545 (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
	INSURER A : Twin City Fire Insurance Company		NAIC# 29459
	INSURER B : Hartford Fire and Its P&C Affiliates		00914
INSURED GOSERCO, INC. 7165 E UNIVERSITY DR STE 180 MESA AZ 85207-6414	INSURER C : Hartford Accident and Indemnity Company		22357
	INSURER D :		
	INSURER E :		
	INSURER F :		

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY	X		61 SBA IR6188	08/22/2021	08/22/2022	EACH OCCURRENCE	\$2,000,000	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
	General Liability						MED EXP (Any one person)	\$10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$2,000,000	
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$4,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$4,000,000	
C	AUTOMOBILE LIABILITY	X		61 UEC HZ7062	08/22/2021	08/22/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)		
	<input type="checkbox"/> ALL OWNED AUTOS						<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			61 SBA IR6188	08/22/2021	08/22/2022	EACH OCCURRENCE	\$4,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						OCCUR CLAIMS-MADE	AGGREGATE	\$4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	61 WEC AR6815	08/22/2021	08/22/2022	<input checked="" type="checkbox"/> PER STATUTE	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
								E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	EMPLOYMENT PRACTICES LIABILITY			61 SBA IR6188	08/22/2021	08/22/2022	Each Claim Limit	\$10,000	
							Aggregate Limit	\$10,000	

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

Those usual to the Insured's Operations. Contract #TECHS-202160095

CERTIFICATE HOLDER

City and County of Denver
 Department of Technology Services
 201 W COLFAX AVE DEPT 301
 DENVER CO 80202-5330

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY GREENWOOD INSURANCE GROUP INC		NAMED INSURED GOSERCO, INC. 7165 E UNIVERSITY DR STE 180 MESA AZ 85207-6414	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers but only as required by a valid written contract, agreement, or permit is an additional insured as provided by the Business Liability Coverage Form SS0008 attached to the policy. Certificate holder is an additional Insured per the Commercial Auto Broad Form Endorsement HA9916, attached to this policy.

NOTEPAD:

HOLDER CODE **DENVER1**
INSURED'S NAME **Goserco, Inc.**

GOSER-1
OP ID: HL

PAGE **2**
Date **08/19/2021**

The General Liability and Auto Liability policies include a blanket automatic additional insured endorsement [provision] that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto Liability and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The General Liability policy is primary and non-contributory per policy conditions.

The Umbrella Liability policy follows form of the underlying General Liability, Auto Liability and Employers Liability policy.

Coverage and endorsements shown on the certificate are subject to policy terms and conditions