

FRAMEWORK AGREEMENT

THIS FRAMEWORK AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **ADVANCED NETWORK MANAGEMENT, INC.**, a New Mexico corporation, whose address is 4001 Jefferson Plz NE, Albuquerque, NM 87109, (the “Contractor”), individually a “Party” and jointly “the Parties.”

RECITALS

WHEREAS, the City awarded this Agreement to the Contractor through a competitive selection and the City’s Executive Order 8 to provide wireless access points and related hardware, licensing, installation, and professional services. (this “Agreement”).

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

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all Work under this Agreement with the Denver City Librarian (“Librarian”) or other designated personnel of the Denver Public Library (“Agency” or “DPL”).

2. **DEFINITIONS**

2.1. **“City Data”** means all information processed or stored on computers or other electronic media by the City or on the City’s behalf or provided to the Contractor for such processing or storage, as well as any information derived from such information. City Data includes, without limitation: (i) information on paper or other non-electronic media provided to the Contractor for computer processing or storage, or information formerly on electronic media; (ii) information provided to the Contractor by the City, other users, or by other third parties; and (iii) personally identifiable information, confidential or sensitive information, or other regulated data from such users or other third parties, including from the City’s employees.

2.2. **“D(d)ata”** means information, regardless of form, that can be read, transmitted, or processed.

2.3. **“Deliverable(s)”** means a tangible object, SaaS, or On-Premise Software that is provided to the City by the Contractor under this Agreement.

2.4. **“Effective Date”** means the date on which this Agreement is approved and signed by the City as shown on the City’s signature page.

2.5. **“Exhibits”** means the exhibits and attachments included with this Agreement.

2.6. **“On-Premise Software”** means software that the Contractor provides for the City’s use. For the avoidance of doubt, On-Premise Software does not include SaaS, though On-Premise Software may interface with SaaS.

2.7. **“SaaS”** means a software-as-a-service that the Contractor hosts (directly or indirectly) for the City’s use. For the avoidance of doubt, SaaS does not include Services or On-Premise Software.

2.8. **“Service(s)”** means the technology related professional services to be performed by the Contractor as set forth in this Agreement and shall include any services or support provided by the Contractor under this Agreement.

2.9. **“Specifications”** refers to such technical and functional specifications for On-Premise Software, SaaS, and/or Deliverables included or referenced in an Exhibit.

2.10. **“Subcontractor”** means any third party engaged by the Contractor to aid in performance

of the Work.

2.11. “**Task Order**” means a document issued in accordance with this Agreement that specifically describes the Work to be performed.

2.12. “**Work**” means the On-Premise Software, SaaS, Services, hardware, or Deliverables provided and/or performed pursuant to this Agreement.

3. SOFTWARE AS A SERVICE, SUPPORT, AND SERVICES TO BE PERFORMED: As the City directs, the Contractor shall diligently undertake, perform, and make available the technology related Work set forth in the Exhibits to the City’s satisfaction. The City shall have no liability to compensate the Contractor for Work that is not specifically authorized by this Agreement. The Work shall be provided and performed as stated herein and shall conform to the Specifications. The Contractor is ready, willing, and able to provide the Work required by this Agreement. The Contractor shall faithfully perform any 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 this Agreement and in accordance with the terms of this Agreement.

4. TASK ORDERS FOR ADDITIONAL PRODUCTS AND SERVICES

4.1. To initiate a Task Order, the City will provide a request to the Contractor describing the general scope and intent of the Work it desires the Contractor to perform under that Task Order. The Contractor shall submit a proposal, which shall include a quote, to the City in response to the City’s request. All Task Orders, signed by the Parties, shall be issued in accordance with this Agreement using the rates contained therein. Each Task Order shall include a detailed scope of Services, level of effort, timeline for completion, rates or fixed fee pricing, and payment schedule, including a “not to exceed” amount, specific to each Task Order. Task Orders shall be construed to be in addition to, supplementary to, and consistent with the provisions of this Agreement. In the event of a conflict between a particular provision of any Task Order and a provision of this Agreement, this Agreement shall take precedence. A Task Order may be amended by the Parties by a written instrument prepared by the Parties jointly and signed by their authorized representatives.

4.2. The City is not required to execute any minimum number of Task Orders under this Agreement, and the City reserves the right to execute Task Orders with the Contractor at its sole discretion. The City shall have no liability to compensate the Contractor for any Work not specifically set forth in this Agreement or a properly executed Task Order. In no event shall a Task Order term extend beyond the Term unless the City has specifically agreed in writing. If this Agreement is terminated for any reason, each Task Order hereunder shall also terminate unless the City has specifically directed otherwise in writing. Task Orders may also be terminated in accordance with this Agreement’s termination provisions. The Contractor agrees to fully coordinate its provision of Services with any third party under contract with the City doing work or providing Services which affect the Contractor’s performance.

4.3. The Contractor represents and warrants that all Services under a Task Order will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all Services and/or Deliverables will conform to applicable, agreed upon specifications, 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.

5. **TERM:** This Agreement will commence on July 1, 2024, and will expire, unless sooner terminated, on June 30, 2029 (the “Term”). Subject to the City’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the City.

6. **COMPENSATION AND PAYMENT**

6.1. **Fees:** The City shall pay, and the Contractor shall accept as the sole compensation for Services rendered and costs incurred under this Agreement the fees described in the attached Exhibits. Amounts billed may not exceed rates set forth in the Exhibits and will be made in accordance with any agreed upon payment milestones.

6.2. **Reimbursement Expenses:** There are no reimbursable expenses allowed under this Agreement. All the Contractor’s expenses are contained in the budget as described in the Exhibits. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing their obligations under this Agreement including but not limited to personnel costs, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.

6.3. **Invoicing:** The Contractor must submit an invoice which shall include the City contract number, clear identification of the Work that has been completed or delivered, 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, §§ 20-107, *et seq.*, D.R.M.C, and no Exhibit or order form shall modify the City’s statutory payment provisions.

6.4. **Maximum Contract Amount**

6.4.1. Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed One Million Seventy-Nine Thousand Eight Hundred Eleven Dollars and Forty Cents (\$1,079,811.40) (the “Maximum Agreement Amount”). The City is not obligated to execute an Agreement or any amendments for any further Work, including any Services performed by the Contractor beyond that specifically described in the attached Exhibits. Any Work performed beyond those in the attached Exhibits are performed at the Contractor’s risk and without authorization under this Agreement.

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

7. **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.

8. 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. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, or employment relationship between the Parties.

9. TERMINATION

9.1. Either Party may terminate this Agreement, and the City may terminate a product under this Agreement, for the other Party's material breach by written notice specifying in detail the nature of the breach, effective in thirty (30) days unless the other Party first cures such breach, or effective immediately if the breach is not subject to cure.

9.2. The City has the right to terminate this Agreement or a product under this Agreement without cause upon thirty (30) days prior written notice to the Contractor. Nothing gives the Contractor the right to perform under this Agreement beyond the time when its Work becomes unsatisfactory to the City. Notwithstanding anything to the contrary contained in this Agreement, if the City terminates this Agreement without cause, the City shall be under no obligation to make further payment(s) for any remaining subscription years, licensing fees, or support costs as outlined in the attached Exhibits once the then current annual term expires; provide that, the City shall not be entitled to any refund, unless stated otherwise in the Exhibits, for the remainder of the prepaid annual term then in effect at the time of this Agreement's early termination without cause.

9.3. Notwithstanding the preceding paragraph, the City may terminate this 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, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

9.4. Upon termination of this 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 this Agreement and shall refund to the City any prepaid cost or expenses. Upon The City's request or upon termination, the Contractor shall return to the City all property placed in the Contractor's possession or control pursuant to this Agreement.

9.5. The City is entering into this Agreement to serve the public interest of the City as determined by its governing bodies. If this Agreement ceases to further the public interest of the City, or if the City fails to appropriate the necessary funding to continue this Agreement, the City, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest or for lack of appropriation shall not be equivalent to a City right to terminate for convenience or without cause. This Subsection shall not apply to a termination of this Agreement by the City for a breach of contract by the Contractor. If the City

terminates this Agreement in the public interest or for lack of appropriation, the City shall pay the Contractor an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily delivered or completed and accepted, as determined by the City, less payments previously made.

10. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The 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 this 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 the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

11. 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 this Agreement shall be deemed or taken to be a waiver of any other breach.

12. INSURANCE

12.1. General Conditions: The 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. The Contractor shall keep the required insurance coverage in force at all times during the term of this 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, the 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. The 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.

- 12.2. Proof of Insurance:** The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit B**, 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 the 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.
- 12.3. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the 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.
- 12.4. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability – if required, the Contractor's insurer shall waive subrogation rights against the City.
- 12.5. Subcontractors and Subconsultants:** The 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.
- 12.6. Workers' Compensation and Employer's Liability Insurance:** The 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.
- 12.7. Commercial General Liability:** The 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.
- 12.8. Automobile Liability:** The 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.

12.9. Technology Errors & Omissions including Cyber Liability: The Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

13. DEFENSE AND INDEMNIFICATION

13.1. The 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 the 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.

13.2. The 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. the 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.

13.3. The 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.

13.4. 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.

13.5. The Contractor shall indemnify, save, and hold harmless the indemnified parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys’ fees and costs) incurred by the indemnified parties in relation to any claim that any Work provided by the Contractor under this Agreement (collectively, “IP Deliverables”), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. The Contractor’s obligations hereunder shall not extend to the combination of any IP Deliverables provided by the Contractor with any other product, system, or method, unless the other product, system, or method is (i) provided by the Contractor or the Contractor’s subsidiaries or affiliates; (ii) specified by the Contractor to work with the IP Deliverables; (iii) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been

avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (iv) is reasonably expected to be used in combination with the IP Deliverables.

13.6. The Contractor shall indemnify, save, and hold harmless the indemnified parties against all costs, expenses, claims, damages, liabilities, court awards and other amounts, including attorneys' fees and related costs, incurred by the indemnified parties in relation to the Contractor's failure to comply with §§ 24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established pursuant to § 24-85-103 (2.5), C.R.S. This indemnification obligation does not extend to the City's generated content using the Contractor's software, including any configuration or customization of the Contractor's software by the City.

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

14. LIMITATION OF THE CONTRACTOR'S LIABILITY: To the extent permitted by law, the liability of the Contractor, its Subcontractors, and their respective personnel to the City for any claims, liabilities, or damages relating to this Agreement shall be limited to damages, including but not limited to direct losses, consequential, special, indirect, incidental, punitive or exemplary loss, loss or unauthorized disclosure of City Data, not to exceed three (3) times the Maximum Agreement Amount payable by the City under this Agreement. No limitation on the Contractor's liability to the City under this Section shall limit or affect: (i) the Contractor's indemnification obligations to the City under this Agreement; (ii) any claims, losses, or damages for which coverage is available under any insurance required under this Agreement; (iii) claims or damages arising out of bodily injury, including death, or damage to tangible property of the City; or (iv) claims or damages resulting from the recklessness, bad faith, or intentional misconduct of the Contractor or its Subcontractors.

15. 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.

16. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES: The Contractor shall comply with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations, public health orders, and Executive Orders of the City and County of Denver that are applicable to the Contractor's performance hereunder. These laws, regulations, and other authorities are incorporated by reference herein to the extent that they are applicable. Any of the Contractor's personnel visiting the City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. The City will provide copies of such policies to the Contractor upon request.

17. PREVAILING WAGE REQUIREMENTS

17.1. The Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, §§ 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In

the event a request for bids, or a request for proposal, was not advertised, the Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the Agreement were encumbered.

17.2. Date bid or proposal issuance was advertised On January 9, 2024.

17.3. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Agreement, the Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

17.4. The Contractor shall provide the Auditor with a list of all subcontractors providing any services under the Agreement. The Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the Agreement and shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org. If the Contractor fails to pay workers as required by the Prevailing Wage Ordinance, the Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if the Contractor fails to pay required wages and fringe benefits.

18. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the 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.

19. DATA PROTECTION: The Contractor recognizes and agrees that: (i) City Data is valuable property of the City; (ii) City Data may include Confidential Information, protected or regulated data, and trade secrets of the City; and (iii) the City has dedicated substantial resources to collecting, managing, protecting, and compiling City Data. The Contractor recognizes and agrees that City Data may contain personally identifiable information or other sensitive information, even if the presence of such information is not labeled or disclosed. If the Contractor receives access to City Data, the Contractor shall comply with all applicable data protection laws, including the Colorado Consumer Protection Act and the Colorado Privacy Act, to the extent applicable. Other such obligations may arise from the Health Information Portability and Accountability Act (HIPAA), IRS Publication 1075, Payment Card Industry Data Security Standard (PCI-DSS), and the FBI Criminal Justice Information Service Security Addendum. At a minimum, the Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure

compliance with the standards and guidelines applicable to the Contractor's performance under this Agreement. The Contractor shall also comply with the terms and conditions in the attached **Exhibit C, Information Technology Provisions**. Any Exhibit or external term hereto may not waive or modify the Contractor's legal obligations to protect City Data in compliance with applicable law under this Agreement.

20. SAFEGUARDING PERSONAL INFORMATION: "PII" means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual's identity, including, but not limited to, first and last name, residence or other physical address, electronic mail address, telephone number, credit card information, an official government-issued driver's license or identification card number, social security number or tax identification number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-73-101, C.R.S. "PII" shall also include "personal information" as defined in § 24-73-103(1)(g), C.R.S. If the Contractor or any of its Subcontractors receives PII under this Agreement, the Contractor shall provide for the security of such PII, in a manner and form acceptable to the City, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer and data access security, data storage and transmission encryption, security inspections, and audits. As applicable, the Contractor shall be a "Third-Party Service Provider" as defined in § 24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§ 24-73-101, *et seq.*, C.R.S. In addition, as set forth in § 28-251, D.R.M.C., the Contractor, including, but not limited to, the Contractor's employees, agents, and Subcontractors, shall not collect or disseminate individually identifiable information about the national origin, immigration, or citizenship status of any person, over and above the extent to which the City is required to collect or disseminate such information in accordance with any federal, state, or local law.

21. SECURITY BREACH AND REMEDIATION

21.1. Security Breach: If the Contractor becomes aware of a suspected or unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of City Data (a "Security Breach"), the Contractor shall notify the City in the most expedient time and without unreasonable delay. A Security Breach shall also include, without limitation, (i) attempts to gain unauthorized access to a City system or City Data regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a City system for the processing or storage of data; or (iv) changes to the City's system hardware, firmware, or software characteristics without the City's knowledge, instruction, or consent. Any oral notice of a Security Breach provided by the Contractor shall be immediately followed by a written notice to the City.

21.2. Remediation: The Contractor shall implement and maintain a program for managing actual or suspected Security Breaches. In the event of a Security Breach, the Contractor shall cooperate with the City and law enforcement agencies, when applicable, to investigate and resolve the Security Breach, including, without limitation, providing reasonable assistance to the City in notifying third parties. The Contractor shall provide the City prompt access to such records related

to a Security Breach as the City may reasonably request; provided such records will be the Contractor's Confidential Information, and the Contractor will not be required to provide the City with records belonging to, or compromising the security of, its other customers. The provisions of this Subsection do not limit the City's other rights or remedies, if any, resulting from a Security Breach. In addition, unless the Security Breach resulted from the City's sole act or omission, the Contractor shall promptly reimburse the City for reasonable costs incurred by the City in any investigation, remediation or litigation resulting from any Security Breach, including but not limited to providing notification to third parties whose data was compromised and to regulatory bodies, law-enforcement agencies, or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Security Breach in such a fashion that, in the City's sole discretion, could lead to identity theft; and the payment of reasonable legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Security Breach attributable to the Contractor or its Subcontractors.

22. ACCESSIBILITY AND ADA WEBSITE COMPLIANCE

22.1. Compliance: By July 2024, the Contractor shall comply with, and the Work provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established pursuant to Section § 24-85-103 (2.5), C.R.S. (collectively, the "Guidelines"), to the extent required by law. The Contractor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

22.2. Testing: The City may require the Contractor's compliance to be determined by a third party selected by the City to attest that the Contractor's has performed all obligations under this Agreement in compliance with §§ 24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established pursuant to § 24-85-103 (2.5), C.R.S.

22.3. Validation and Remediation: The Contractor agrees to promptly respond to and resolve any instance of noncompliance regarding accessibility in a timely manner and shall remedy any noncompliant Work at no additional cost to the City. If the City reasonably determines accessibility issues exist, the Contractor shall provide a "roadmap" for remedying those deficiencies on a reasonable timeline to be approved by the City. Resolution of reported accessibility issue(s) that may arise shall be addressed as high priority, and failure to make satisfactory progress towards compliance with the Guidelines, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of this Agreement.

23. CONFIDENTIAL INFORMATION

23.1. "Confidential Information" means all information or data, regardless of form, not subject to disclosure under the Colorado Open Records Act, §§ 24-72-201, *et seq.*, C.R.S. ("CORA"), 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 fulfill 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 fulfill 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.

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

23.3. Disclosed information or data 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.

23.4. 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 CORA. In the event of a request to the City for disclosure of possible confidential materials, the City shall advise the Contractor of such request to give the 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 the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under CORA for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the 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. The Contractor further agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any

claim, damages, expense, attorneys' fees, or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Section.

- 24. 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 City'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 City has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting. The City, at their reasonable discretion, may approve of the assignment or transfer in writing, deny the assignment or transfer, or refer the matter to the City's governing bodies for approval. 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 subconsultant, Subcontractor, or assign.
- 25. NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this 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 this Agreement is an incidental beneficiary only.
- 26. 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.
- 27. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** Except for the functional requirements provided in response to a request for proposal and/or any subsequent enhancement of the SOW or other implementation documentation that may be developed after execution of this Agreement, this Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.
- 28. SEVERABILITY:** Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this 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.
- 29. CONFLICT OF INTEREST:** No employee of the City shall have any personal or beneficial interest in the Services or property described in this 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. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this 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 this Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

- 30. NOTICES:** All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, electronic mail with read receipt requested, or mailed via United States mail, postage prepaid, if to the Contractor at the aforementioned address, and if to the City at: Chief Information Officer, Denver Technology Services, 201 West Colfax Avenue, Dept. 301, Denver, Colorado 80202; with a copy to: Denver City Attorney's Office, 1437 Bannock St., Room 353, Denver, Colorado 80202. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. If a Party delivers a notice through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by certified or registered mail to the addresses set forth herein. The Parties may designate electronic and 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.
- 31. DISPUTES:** All disputes between the City and the Contractor arising out of or regarding this 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 Librarian as defined in this Agreement. In the event of a dispute between the Parties, the Contractor will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
- 32. GOVERNING LAW; VENUE:** This 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 this 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 this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).
- 33. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this 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.

- 34. LEGAL AUTHORITY:** The 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 this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.
- 35. LITIGATION REPORTING:** If the Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect the Contractor's ability to perform its obligations under this Agreement, the Contractor shall, within 10 days after being served, notify the City of such action and deliver copies of such pleading or document, unless protected by law, to the City.
- 36. LICENSES, PERMITS, AND OTHER AUTHORIZATIONS:** The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, rights, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.
- 37. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any party merely because any provisions of this Agreement were prepared by a particular party.
- 38. ORDER OF PRECEDENCE:** In the event of any conflicts between the provisions in the body of this Agreement and the Exhibits, the provisions in the body of this Agreement shall control. For the avoidance of doubt, no subsequent document, order form, invoice, or quote issued by the Contractor to the City shall be binding on the City or take precedence over the terms of the body of this Agreement regardless of any term contained therein to the contrary.
- 39. SURVIVAL OF CERTAIN PROVISIONS:** The terms of this Agreement and any Exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this 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. Furthermore, a grant of property or intellectual property rights to the City that by its terms continues for longer than the duration of this Agreement will survive expiration or termination of this Agreement, except termination for the City's breach of its obligations to pay for such property or rights. Promptly after termination or expiration of this Agreement, in whole or in part, the Contractor shall promptly return to the City all City Data and all other information provided by the City in such format as the City may reasonably require and permanently erase all copies thereof.
- 40. 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.

- 41. 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.
- 42. 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 manufactures, 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 and/or other substantially similar occurrences beyond the Party's reasonable control ("Excusable Delay"). In the event of any such Excusable Delay, time for performance shall be extended for as may be reasonably necessary to compensate for such delay.
- 43. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.
- 44. 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.
- 45. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to this Agreement or to Services performed pursuant to this Agreement in any of the Contractor's advertising or public relations materials without first obtaining the City's written approval. Any oral presentation or written materials related to Services performed under this Agreement will be limited to Services that have been accepted by the City. The Contractor shall notify the City in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.
- 46. EXTERNAL TERMS AND CONDITIONS DISCLAIMER:** Notwithstanding anything to the contrary herein, the City shall not be subject to any provision including any terms, conditions, or agreements, and links thereto, appearing on the Contractor's or a Subcontractor's website, forms, or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically incorporated into this Agreement. This prohibition on external terms includes any reference to additional terms that may appear in any attachment to the main body of this Agreement.
- 47. PROHIBITED TERMS:** Any term included in this Agreement that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*. All contracts entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.
- 48. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** To the extent applicable, the 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 the Contractor from City facilities or participating in City operations.

- 49. COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.
- 50. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. This 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 this 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 this 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.
- 51. ATTACHED EXHIBITS INCORPORATED:** The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, Certificate of Insurance; **Exhibit C**, Information Technology Provisions; **Exhibit D**, Prevailing Wage Rates; and **Exhibit E**, E-Rate Sales Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Contract Control Number:
Contractor Name:

BOOKS-202473913-00
ADVANCED NETWORK MANAGEMENT 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:

BOOKS-202473913-00
ADVANCED NETWORK MANAGEMENT INC

By: _____
DocuSigned by:
Paul Cooke
D04224C6ABDD404...

Name: _____ Paul Cooke
(please print)

Title: _____ Director of Sales
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A – SCOPE OF WORK AND PRICING

TECHNICAL SUMMARY

Category Two Services and Equipment (USAC Form 470 #240010706)

WiFi System Refresh

Wireless Access Points and Controller to serve up to 29 library locations. Project proposal must include:

- System design to ensure maximum coverage of DPL's indoor and outdoor public spaces.
- Pre- and Post- installation surveys to verify coverage.
- As-built documents of complete system upon completion of the project.
- Professional Services to train DPL network staff:
 - Ongoing System Management
 - Required Maintenance and Upgrades
 - Adding or removing APs and/or library locations
- Wireless Controller - prefer Cloud based, but hardware will be considered, if hardware option– please include both turn-key hardware pricing and virtual machine pricing (if applicable as an option) for two controllers - Meraki Enterprise Cloud Controller or equivalent
- Purchase and installation up to 600 WiFi6 Wireless Access Points - Meraki MR56 or equivalent
- Provide alternative pricing for up to 600 WiFi 6E - WiFi6 Wireless Access Points - Meraki MR57 or equivalent
- Mounting of up to 600 Wireless Access Points
- Cat 6a cabling pull (295 feet per drop (average 200 feet) for up to 600 Wireless Access Point installation - when current cabling is in good condition and AP is replaced in a previous location, previous cabling may be used as opposed to new cabling pulled.
- Cabling color must be determined by DPL network staff
- Cabling will be terminated with an RJ45 at one end and terminated to the DPL patch panel on the other end.
- A 2'-3' service loop to be placed at the AP location.
- When possible, cable pulls will be run inside the wall/ceiling. When that is not possible or when the project calls for it, provide conduit/wire molding. The color of the conduit/wire molding will have to match the color of the wall/ceiling.
- All circuits will be toned, tested, and certified for use; and warrantied for at least 3 years.
- DPL IT Construction Standards will be supplied to potential bidders and must be followed.

ANM Response:

Cisco Meraki CW9166

The pinnacle of Wi-Fi 6E technology, the Cisco Catalyst CW9166, is engineered for the most mission-critical and high-density environments. It elevates the network experience with unique differentiators:



- **Tri-Band Flexibility with 6 GHz Support: The CW9166 offers three 4x4 radios, providing unparalleled operation in the 2.4 GHz, 5 GHz, and the new 6 GHz bands. This tri-band configuration, with software-defined flex radio, allows for dual 5 GHz or a tri-band setup, ensuring optimal performance and reduced interference from legacy devices.**
- **Integrated Environmental Sensors: Unique to the CW9166 (in DNA Mode) are the integrated environmental sensors, which provide valuable insights into the physical environment, enhancing IoT applications and user experiences.**
- **Directional Antenna Model: The CW9166D1 model features an internal directional antenna, designed for large open spaces with high ceilings, where external antennas were traditionally needed. This built-in antenna simplifies deployment and optimizes wireless coverage without extra hardware.**
- **Seamless Cloud and On-Premises Management: Like its predecessors, the CW9166 offers the flexibility of cloud-based and on-premises management through the Meraki dashboard or Cisco DNA Center. This ensures a unified, intuitive management experience, adaptable to any deployment scenario.**
- **IoT Readiness: Equipped with a fifth integrated IoT radio, the CW9166 is ready for future technologies and applications, making it a smart investment for evolving network demands.**
- **High-Throughput Performance: With a maximum aggregate frame rate of 7.78 Gbps across its radios, and advanced features like UL/DL MU-MIMO, the CW9166 is optimized for high-density deployments and bandwidth-intensive applications, ensuring a seamless experience for voice and video communications.**
- **Advanced Security and Analytics: A dedicated scanning radio provides 24x7 real-time WIDS/WIPS and spectrum analytics, enhancing network security and performance without impacting client services.**

Designed for next-generation deployments, the CW9166 is the optimal solution for spaces requiring the highest levels of reliability, security, and performance, such as auditoriums, warehouses, and large open areas. Its cutting-edge features and flexible deployment options make it a standout choice for organizations looking to future-proof their wireless infrastructure.

Please see Attachment 6: Cisco Meraki CW9166 Data Sheet.

Pricing – Meraki Wireless Refresh

ANM is excited to present four 100% E-Rate eligible Meraki options for DPL to consider, each offering a distinct primary access point ranging from the MR56 to the advanced CW9166. The transition from MR56 to CW9164, and ultimately to the CW9166, is primarily driven by the enhanced capabilities of Wi-Fi 6E, providing DPL with a more robust and future-proof solution.

The 5-year license is fully E-rate eligible, making it an advantageous choice for DPL. ANM recommends considering the 5-year licensing option to maximize the benefits and ensure a longer solution lifecycle with comprehensive support and updates.

Hardware & Licensing Summary Pricing

| Model # | Five-Year |
|----------------|---------------------|
| CW-9166 | \$643,998.00 |

Please see Detailed pricing below.

Hardware & Licensing Detailed Pricing

'Best' Option

| Part Number | Description | Qty | List Price | Unit Price | Extended Price | E-Rate Eligibility |
|-----------------------|----------------------------------------------------------|------------|-------------------|---------------------|---------------------|--------------------|
| Meraki CW9166I | | | | | | |
| CW9166I-MR | Catalyst 9166I AP (W6E, tri-band 4x4) with Meraki | 600 | \$2,507.48 | \$840.01 | \$504,006.00 | 100% |
| LIC_ENT5YR | Meraki MR Enterprise License, 5 YR | 600 | \$752.63 | \$233.32 | \$139,992.00 | 100% |
| | | | | 5 Year Total | \$643,998.00 | 100% |

Professional Services & Cabling Pricing

Due to the uncertain nature of whether the access points will require swapping, relocation, or additional units, we are unable to provide an exact quote for the physical installation of the APs at this time. To accommodate this, we are offering DPL "menu pricing" that is fully E-Rate eligible in the following sections. This approach allows us to establish installation costs based on these "not to exceed" and "worst case" figures which were requested in Addendum #2, which will be finalized following the results of the passive wireless survey. In the first table below, is the cost for configuring the Meraki dashboard and integrating the new APs into your existing systems.

| | |
|----------------------------------------------------------------------------|---------------------|
| Meraki Programming and Provisioning Professional Services | \$138,099.00 |
| Summary Pricing Menu for Installation and Material of Access Points | |
| Access Point Swap Out | \$72.15 |
| Building Mobilization | \$577.17 |
| New 6A with Existing Pathway | \$1,215.48 |
| New 6A with New Path | \$2,375.90 |
| New 6A with New Path in Surface Mount Raceway | \$3,452.02 |

ANM Response:

ANM's Project Management team will oversee all aspects of these tasks for a fixed annual fee of \$8,880.00. This management cost will be in addition to the "menu" pricing for cabling services, which we've previously utilized for the Wi-Fi refresh project and is below. It's important to highlight that all cabling work will be carried out exclusively using SYSTIMAX cabling and by certified SYSTIMAX technicians as per the RFP requirements and DPL construction standards. Our team's expertise, combined with SYSTIMAX's industry-leading solutions, guarantees a seamless and efficient cabling infrastructure for your needs.

| | |
|----------------------------------------------------------------------|-------------------|
| Project Coordination | \$8,880.00 |
| Summary Pricing Menu for Installation and Material of Cabling | |
| Access Point Swap Out | \$72.15 |
| Building Mobilization | \$577.17 |
| New 6A with Existing Pathway | \$1,215.48 |
| New 6A with New Path | \$2,375.90 |
| New 6A with New Path in Surface Mount Raceway | \$3,452.02 |

Please see Attachment 7: ANM Professional Services Pricing Menu for line-item detail.

Library Branch Information

| Branch Name | Address | Levels | Square Footage |
|--------------------------------------------------------|----------------------------------------|--------|----------------|
| Athmar Park | 1055 S. Tejon Street | 2 | 6,478 |
| Ross-Barnum | 3570 W. 1st Avenue | 2 | 10,500 |
| Bob Ragland (formerly Art Park) | 1900 35th St, Suite A | 2 | 7,000 |
| Ross-Broadway | 33 E Bayaud Avenue | 1 | 4,500 |
| Bear Valley | 5171 W. Dartmouth Ave. | 3 | 11,410 |
| Blair Caldwell | 2401 Welton Street | 3 | 39,448 |
| John "Thunderbird Man" Emhoola Jr. (formerly Byers) | 675 Santa Fe Drive | 2 | 4,640 |
| Central | 10 W. 14th Ave. Pkwy. | 10 | 540,315 |
| Cherry Creek | 305 Milwaukee Street | 3 | 17,808 |
| Decker | 1501 S. Logan Street | 2 | 4,932 |
| Eugene Field | 810 S. University Blvd. | 2 | 10,500 |
| Ford-Warren | 2825 High Street | 1 | 10,573 |
| Globeville (opens 2025) | 4995 Washington | 1 | apx.10,500 |
| Rodolfo "Corky" Gonzales | 1498 Irving Street | 2 | 26,973 |
| Green Valley Ranch | 4856 N Andes Court | 1 | 25,602 |
| Hadley | 1890 S. Grove Street | 2 | 12,962 |
| Hampden | 9755 E. Girard Avenue | 1 | 11,560 |
| Montbello | 12955 Albrook Drive | 1 | 11,443 |
| Park Hill | 4705 Montview Blvd. | 2 | 10,260 |
| Pauline Robinson | 5575 E. 33rd Avenue | 1 | 5,285 |
| Sam Gary | 2961 N. Roslyn | 1 | 28,490 |
| Schlessman Family | 100 Poplar Street | 3 | 14,884 |
| Smiley | 4501 W. 46th Avenue (5031 W. 46th Ave) | 2 | 4,726 |
| Ross-University Hills | 4310 E. Amherst Avenue | 3 | 21,143 |
| Valdez-Perry | 4690 Vine Street | 1 | 5,414 |
| Virginia Village | 1500 S. Dahlia Street | 1 | 11,524 |
| Westwood | 1000 S. Lowell Blvd. | 1 | 1,079 |
| Lena Archuleta (opens April 2024) | 3300 West Nevada Place | 1 | apx.10,023 |
| Woodbury | 3265 Federal Blvd. | 3 | 10,023 |

ANM Response: Read and understood.

Universal Service (E-Rate) Requirements

To warrant consideration for an award of contract resulting from this Request for Proposals, vendors must agree to participate in the Universal Service Support Mechanism for Schools and Libraries (commonly known as the “E-rate” program) as provided for and authorized under the federal Telecommunications Act of 1996 (47 U.S.C. § 254 “Universal Service”). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund (“E-rate”) subsidies. To ensure compliance with all applicable E-rate regulations, program mandates and auditing requirements, vendors must comply with the following:

E-Rate Knowledge

Vendor shall have, at a minimum, a working knowledge of how the E-rate Program works and what it requires the Vendor to do.

E-Rate Registration

Vendor shall submit with its proposal a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”).

E-Rate Participation

Vendor agrees to participate in the E-rate Program and to cooperate fully and in all respects with the District, the Universal Service Administrative Company (“USAC”), the Federal Communications Commission, and any other agency or organization with a role, now or in the future, in administering the E-rate Program. Vendor’s cooperation is necessary to ensure that the District receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Vendor’s services and/or products.

Recourse Against Vendor for Failure to Cooperate

Vendor agrees that if the District is unable to receive funding for which it applied or is otherwise entitled to receive due to the Vendor not cooperating and/or providing requested documentation, Vendor will be liable to the District for the amount that the District was unable to collect from USAC due to Vendor’s failure to cooperate and/or provide requested documentation.

Lowest Corresponding Price

The Lowest Corresponding Price Rule (“LCP Rule”), 47 CFR § 54.511 (b), prohibits Vendor from ever charging the District more for E-rate eligible goods or services than it charges similarly situated non-residential customers for similar goods or services, unless it can prove that the lowest corresponding price (“LCP”) is not “compensatory.”

- The District is not obligated to ask for the LCP; it must receive it.
- Upon request, Vendor agrees to provide to the District, in electronic form, all of the information necessary to determine what the LCP is or, at a particular time, was.
- If, at the time of delivery, the LCP is lower than the agreed-upon price, Vendor must charge the LCP. If it is determined that the Vendor did not charge the LCP, Vendor agrees to correct the billing and return any monies to the District that were paid due to the Vendor’s violation of the LCP Rule.
- Promotional rates that Vendor offers for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.
- There is a rebuttable presumption that rates offered within the previous three years are still compensatory.

- Vendor may not avoid the LCP Rule by arguing that none of its non-residential customers are identically situated to the District or that none of its contracts cover goods or services identical to those sought by the District.
- The FCC will permit Vendor to charge the District more than the LCP only when it can prove to the agency that the LCP is not “compensatory” – i.e., that it will face demonstrably and significantly higher costs to provide its goods and/or services to the District than it would to provide similar goods and/or services to similarly situated non-residential customers. Some factors that could affect the cost of service are volume, mileage from facility, and length of contract.

E-Rate Documentation

Vendor shall provide to District staff and/or the District’s E-rate consultant, as directed and within a commercially reasonable period of time, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that the District may need to prepare its E-rate applications and/or to document transactions eligible for E- rate support.

Invoicing Procedures

Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to the District for E-rate eligible equipment and/or services:

- Date of invoice
- Date(s) of service
- Funding Request Number (“FRN”)
- Vendor’s signature on invoice attesting to the accuracy and completeness of all charges
- Detailed description of services performed and materials supplied that matches District’s contract specifications, Form 470 and Form 471 descriptions of same
- Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
- Invoice on Vendor’s letterhead or on a Vendor-generated form
- District’s Billed Entity Number
- District’s Federal Communications Commission Registration Number
- Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter (“FCDL”)

E-Rate Discounted Invoicing

Vendor shall, invoice the District only for the non-discounted amounts due on E- rate-approved transactions and simultaneously invoice USAC for the balance.

Discounted Invoice Process

Invoicing

Within fourteen (14) days from the date that Vendor delivers to the District E-rate approved materials or services, when delivery of such services triggers a payment obligation under Vendor’s contract with the District, Vendor must invoice the District for its share of the pre- discount cost of those materials or services.

Timely Filing

Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.

Invoice Rejection

Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay; if the District is at fault, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until the District has exhausted its administrative remedies.

District Approval

Before Vendor may submit an invoice to USAC for a service it provided or, in appropriate circumstances, will be providing to the District, Vendor must first submit a copy of that invoice to the District for its review and approval. The District shall not unreasonably delay or withhold approval of Vendor's USAC invoices. As Vendor is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to the District sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline after the District has had a reasonable opportunity to review and approve them.

Delayed E-rate Funding Commitment

Vendor understands that, due to circumstances beyond the District's control, the District may not receive an E-rate funding commitment by the beginning of the E-rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year.

Retroactive Invoicing

When E-rate funding is approved, Vendor shall invoice USAC for the discounted amount the District is owed retroactive to July 1st of the funding year or to whenever approved service to the District began, whichever date is later.

E-rate Audit and Document Retention Requirement

Vendor shall retain secure, easily retrievable electronic copies of all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services to the District. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by the District. In all subcontractor agreements for services, Vendor shall include a provision requiring the subcontractor to retain the same electronic records and allowing the District the same right to inspect and audit them as set forth herein.

In addition to the foregoing, Vendor will create, implement and enforce an internal E- rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

- Separating ineligible project management and other professional services costs, if any, from other charges
- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the applicable Forms 470 and 471
- Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization

- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
- Ensuring, where applicable, that non-recurring services are provided prior to September 30th and recurring services provided prior to June 30th of the relevant E-rate funding year
- Creating and retaining supporting documentation sufficient to evidence that what was approved per the FCDL and provided to the District was actually provided to the District and when
- If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed
- If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
- Documenting that E-rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)
- Ensuring that invoices and USAC forms are submitted to the District in a timely manner
- Ensuring that USAC forms are filled out completely, accurately, and on time
- Maintaining a fixed asset list of E-rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format

Contract Term Modification

The District reserves the right to extend or abbreviate the term of the contract for as long or short a period of time as it deems necessary, if the receipt of E-rate funding for the products and/or services the contract covers depends on it. For example: (1) a contract term modification might be necessary to make the Contract term coincide with an E-rate "program year;" or (2) a contract extension might be necessary if the District receives a "service delivery deadline extension."

ANM Response:

Read, understood and will comply.

SCOPE OF SERVICES

Meraki Wireless Refresh

Solution Overview

This proposal outlines the replacement of the Denver Public Library's current Meraki wireless system with upgraded Meraki access points, ensuring enhanced wireless coverage and management:

1. **Passive Wireless Survey: ANM will conduct a passive wireless survey to evaluate and enhance the current network coverage using 600 new Meraki Aps at 29 locations called out in the RFP.**
 - a. **Our passive survey is conducted using Ekahau AI Pro, the industry-leading tool for Wi-Fi planning and analysis. This advanced software enables us to precisely assess and map out the existing wireless environment, ensuring optimal placement and configuration of access points for unparalleled network performance and reliability.**
2. **Utilization of Existing Cloud-Based Controller: The existing Meraki cloud controller will be used for managing the network. This approach leverages current infrastructure for efficient control and continuity.**
3. **Configuration Migration: We will transfer all existing SSIDs, AAA settings, and configurations from the old Meraki APs to the new ones.**
4. **Cabling Installation: For areas requiring new cabling, ANM will install Category 6a cable, connectors, and fixtures for horizontal data cabling, adhering to the 90-meter standard limit. All installations will be certified by an approved SYSTIMAX installer, aligning with DPL Construction Standards section 2 parts 1 and 5.**
5. **Installation and Post-Installation Survey: After installing and configuring the new APs, a final active wireless survey will be conducted to ensure the coverage meets the RFP's requirements.**

Customer Requirements

During discovery, design, and scoping discussions the following requirements for the solution were identified and agreed upon:

- **Map of existing access point placement.**
- **Access granted to ANM to work throughout DPL facilities.**
- **Network credentials**

Project Success Criteria

ANM and Client agree that the following objectives are key to success of this initiative.

- **Physical site survey and design complete based on existing coverage.**

- **Successful replacement of legacy Meraki APs.**
- **Physical site survey post install to verify coverages.**
- **All new cable pulls have been tested and certified per DPL construction standards.**

Meraki Wireless Migration Plan and Design

The ANM and customer project teams will hold a design workshop to validate technical and other project requirements and details.

The design workshop agenda includes:

- **Review of Design and Site Floor Plan: Including a detailed analysis of the existing wireless network layout and proposed changes.**
- **SSID, AAA, and Configuration Review: Focusing on RF settings/profiles and customized SSID configurations.**
- **Finalization of Meraki Installation Plan: Covering SSIDs, local networks, guest network, etc.**
- **Design Targets Identification: Such as required signal strength and data rates for Cisco voice over wireless.**
- **Bill of Materials Confirmation: Ensuring all necessary hardware and software components are accounted for.**
- **Customer Review and Acceptance: Of the design and implementation plan.**
- **Testing and Validation Plan: Establishing procedures for ensuring the system meets design specifications.**

Wireless Survey and Dashboard

The following applications and infrastructure components will be deployed, configured, and tested per the agreed-upon design between ANM and Customer:

- **Passive Wireless Survey: Conducted to assess the existing wireless coverage of all facilities based on the specific requirements discussed in the planning session.**
- **Remediation Design: Addresses areas failing to meet coverage requirements and determines the necessity for new cable installations or utilizing existing cabling for AP replacements.**
- **Meraki Dashboard Configuration: Includes the claiming of items, creation of organization and networks, and assigning devices to networks.**
- **Post-Installation Survey: Verifies that coverage meets project standards.**

AP Configuration and Installation

Configuration: Once devices are claimed in the Dashboard, ANM will:

- **Label the APs and assign them to their designated networks (locations).**
- **Configure SSIDs in the Dashboard based on customer requirements from the design/planning session. The customer has 5 main SSIDs at most buildings, with 9 SSIDs used at the main.**
- **Assign APs SSIDs based on design/planning session requirements.**
- **Configure Cisco switch ports to support the Meraki APs at each site, which may include setting up a trunk port for the Meraki AP connection.**

Installation: **ANM, in collaboration with our SYSTIMAX-approved third-party subcontractor (Team LINX), will:**

- **Replace existing Meraki APs with new Meraki APs across all 29 locations.**
- **Remove older APs and install newer Meraki APs with thorough cleanup post-installation.**
- **Ensure all old Meraki APs are gathered and disposed of by ANM.**
- **Determine cabling requirements post passive survey and take responsibility for any damages caused during installation for repair.**

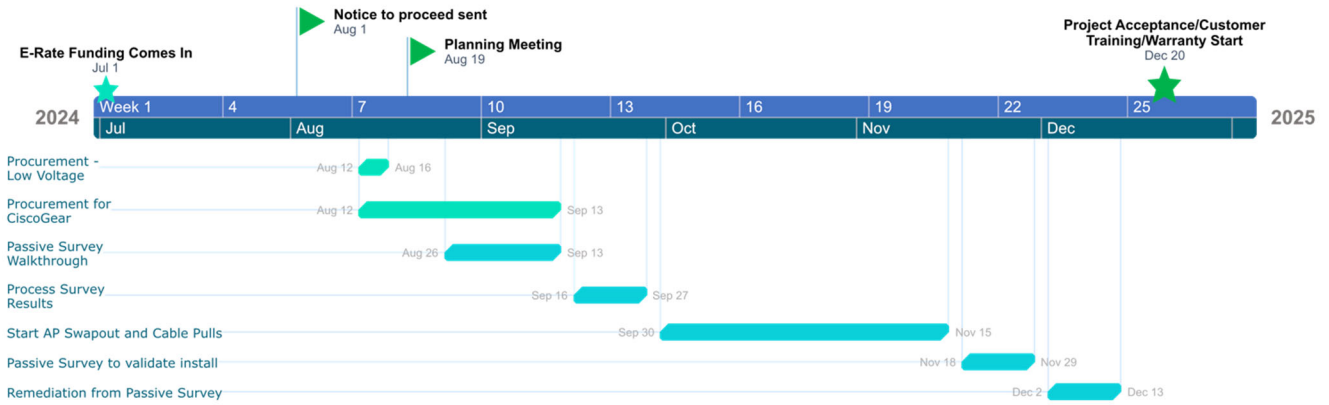
Meraki Dashboard Administrative Training

ANM will provide up to eight (8) hours of administrative training on the Meraki Dashboard, covering:

- **General Dashboard navigation.**
- **Adding/removing APs.**
- **SSID Configuration.**
- **Guest Wireless and splash page configuration.**
- **Wireless Heat Maps and Radius Authentication.**
- **Troubleshooting and reports within the Dashboard.**

This comprehensive approach ensures a smooth deployment and operational transition to the new Meraki wireless environment for DPL.

Proposed Project Timeline



CERTIFICATE OF AUT-ORIZATION

Presented To:

TeamLINX LLLP
as a

Solution Provider

for Elite SYSTIMAX Enterprise Infrastructure
Approved Territory:

United States

James Pichens
SVP IS/IT & Fieldable Members

2023

Program Year

1570

Partner ID

Assumptions

- **AP installations will occur in their existing locations without any location changes.**
- **ANM will operate during regular business hours (08:00 a.m. to 05:00 p.m. local time) throughout the summer and District Holidays, with exceptions for Admin Buildings.**

- **It is assumed that existing cabling meets AP bandwidth requirements.**
- **ANM is not responsible for providing replacement patch cables but will replace them with DPL-provided cables upon request. A separate quote can be provided for replacement patch cables if needed.**
- **The District will grant ANM team access and logins for necessary pre and post-implementation testing.**
- **DPL staff must address any APs not currently registered or powered before replacement. APs confirmed as non-functional due to cable issues can be replaced as planned.**
- **The District is tasked with removing configurations from replaced network infrastructure where necessary.**
- **The project includes the replacement of 600 access points.**
- **Work schedules, including maintenance windows and migration, will be defined as the project progresses, with all work presumed to be within standard business hours.**
- **Use of ladders will be limited to standard heights (8-10 feet); work requiring higher access will necessitate a lift, with associated costs outlined in the quote.**
- **The District will provide maps detailing current AP locations.**
- **Existing network configurations, including SSIDs and authentication mechanisms, will be maintained unless specified otherwise.**
- **The responsibility for AAA authentication setup (via Active Directory, RADIUS, ISE, etc.) lies with the District unless explicitly included in the project scope.**
- **The C9200-48PXC switches support up to 30W per port, while the MR57 APs may require up to 40W, which must be considered in the deployment plan.**
- **Exclusions:**
 - **Removal of existing cabling is not included.**
 - **Asbestos abatement or hazardous waste removal is excluded.**
 - **ANM cannot be held responsible for supply chain-related price increases or material availability delays. Efforts will be made to verify material lead times and prices at the award and ordering stages, with prompt notification to the District of any potential project impacts.**

General Assumptions & DPL Responsibilities

General Assumptions

- **ANM will not be responsible for any project delays or costs caused by failure to deliver or by delayed provision of information, systems, or feedback from Customer or third-party vendors.**
- **Tasks will be completed during normal business hours between 8:00 a.m. and 5:00 p.m.**

local time, Monday through Friday, excluding ANM-observed holidays, unless otherwise negotiated and noted in this services proposal.

- **Customer will have five (5) business days to provide written feedback on all project artifacts, documents, or presentations developed or updated by ANM. If no feedback is provided, the item will be considered accepted by Customer.**
- **Changes to this scope of work identified during this project will require a Project Change Request Form. Services may be provided by ANM or individuals or organizations employed by or under contract with ANM, at the discretion of ANM.**
- **Unless otherwise specified, the following services are not included:**
 - **Environmental requirements: racks/cabinets, electrical/power & cooling/air conditioning services**
 - **Network cabling services**
- **Any services provided in the reconfiguration or troubleshooting as a result of existing faulty equipment, software compatibility or systems interoperability will be considered out of scope and will require an appropriate Change Request Form.**
- **Customer will manage all oversight and communication with third party vendors not directly contracted by ANM (for example, service providers, other equipment manufacturers, etc.).**
- **Customer is responsible for any software updates or equipment replacement not covered by support contracts.**

Customer Responsibilities

The following are responsibilities that will need to be performed/provided by Customer.

- **ANM expects appropriate customer staff to participate in requirements gathering, scheduling, project status and materials review.**
- **Customer will provide single point of contact for communications and is responsible for project management of customer resources and scheduling.**
- **Customer is responsible for the submittal of all internal Change Control Documentation for production impacting or other necessary system changes requiring approval as pertaining to Customer's Internal Policies and Procedures. ANM will offer input as appropriate.**
- **Provide onsite physical access to required systems and space to work.**
- **Provide remote access (VPN) or other agreed upon remote access solution.**
- **Provide any required hardware and/or software that was not procured through ANM (for example, existing Microsoft and VMware software/licensing).**
- **Provide diagrams and configurations of existing environment if required.**
- **Make all changes to existing environment (e.g. firewall, Active Directory, DNS, DHCP, etc.) unless otherwise specifically called out in the final Statement of Work.**

- **Deploy any required end user applications not specifically covered by the final Statement of Work.**
 - **Maintain valid support contracts with all product manufacturers involved in the solution.**
- **Every effort has been made to scope proper power cables, optics, and other solution-related accessories in the original bill-of-materials (quote). Customer is responsible for acquiring additional components identified during planning and design phase.**

ANM PROJECT MANAGEMENT OFFICE

Once assigned, the ANM Project Manager begins a process to start and end a project, always with our customer's best interest in mind and working to meet every expectation of the project from start to finish.

- The PM collects all documentation related to the project, such as scopes of work, the equipment purchased, the calculated hours for the project and works through internal ANM communications to develop a foundational understanding of the project. Key documents will include:

- **Scope of Work**
- **Equipment Quote**
- **Project Plan to include:**
 - **Project Schedule**
 - **Communications Plan**
 - **Escalation Plan**
 - **Change Management**
 - **Cutover, Test & Rollback Plan**
- **Close-Out Report and Sign Off**
- **As-Built Documentation**

- The PM coordinates an ANM Internal Kick-Off (IKO) meeting to ensure that all ANM stakeholders for the project meet, discuss and prepare for the upcoming project and to ensure all expectations of the project are fulfilled. The internal meeting includes everyone who has been involved through the sales, discovery and design processes, with an objective to hand-off accurate information to the ANM deployment team, making them well informed and ready for the project.
- The PM coordinates an External Kick-Off (EKO) with all stakeholders from ANM and our customer. Everyone from the IKO will be on included in the EKO call to transition the engagement from the pre-sales and consulting team to the assigned deployment and team and the customer. Specifics of the project will be discussed to include introductions, SOW review, review of the assumptions, AMM's and customer-related expectations, and the timelines of the project. Network downtime and change control processes will be thoroughly reviewed. In large projects, short-term priority tasks, goals and objectives and timelines will be identified while keeping visibility to longer-term goals and future tasks that must be accomplished too.



- **The PM will monitor and manage every aspect of the project, keeping all teams on task, on time and within budget. Newly identified tasks that are out of the scope of the project will be discussed and change-order documents or new proposals will be developed as needed, working through your ANM Account Manager.**
- **The PM will always monitor and ensure customer satisfaction. Any challenges identified in the project will effectively be communicated to your ANM Account Manager and escalated as needed through ANM leadership to effectively address and resolve problems within the shortest amount of time possible.**
- **The PM will monitor billing milestones within the project to ensure the milestones are completed, signed-off by the customer as may be needed, and invoicing the milestones as they are documented and agreed upon in the contract.**
- **The PM will monitor and ensure that all project documentation such as engineering reports and as-builts are delivered as defined within the SOW of the agreement.**
- **When all tasks of the project are completed, and our customer is in agreement, the PM will present an ANM Customer Satisfaction survey to our customer along with a Project Sign- Off form.**
- **The PM will internally close-out processes at ANM and be sure that invoicing processes are in place for any unpaid balances.**

Change Request

Should changes to the scope or solution be necessary or requested by the District, ANM will investigate the effect of such changes and determine an impact on price, schedule, and other terms and conditions.

- **A project Change Request Form (CRF) will be used to document and communicate any changes to the final Statement of Work. The CRF will describe the change, the reason for the change, and the impact that the change will have on the project. The CRF will also specify any additional charges (if necessary).**
- **A completed CRF will be the output and District and ANM must both sign it to authorize the changes. A change control log will be maintained throughout the project to track all approved changes and record them (if applicable) in the successive approved versions of the Project Plan. All versions will be tracked using a strict document version control mechanism maintained by the Project Managers.**

Escalation Process

Should a project escalation be necessary the ANM project manager will work with the client to escalate to additional resources at ANM. Technical project escalation will be addressed by the Team Subject Matter Expert, and Practice Director. In addition ANM ensures vendor resources are utilized during the escalation process.

ATTACHMENT 7

ANM Professional Services Pricing Menu

Access Point Swap Out

| QTY | UoM | Manufacturer | Part Number | Description | Material Unit | Material Extension |
|-----|-----|--------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------|
| | | | | Provide labor hours to replace (1) customer provided wireless access point that is accessible without a lift. It is assumed that the cable is existing and in working condition. | | \$72.15 |

Building Mobilization

| QTY | UoM | Manufacturer | Part Number | Description | Material Unit | Material Extension |
|-----|-----|--------------|-------------|--------------------------------------------------------------|---------------|--------------------|
| | | | | Mobilization and De-mobilization charge per building. | | \$577.17 |

New 6A with Existing Pathway

| QTY | UoM | Manufacturer | Part Number | Description | Material Unit | Material Extension |
|-----|-----|--------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------|
| 295 | ft | SYSTIMAX | 2091B BLU | GIGASPEEDX10DCATEGORY6A 4-PAIR UTP (PLENUM) (BLUE) | \$1.07 | \$314.77 |
| 2 | ea | SYSTIMAX | 76009245 2 | CAT6A "GIGASPEED X10D" JACK, BLUE | \$17.22 | \$34.43 |
| 1 | ea | COMMSCOPE | 76025471 0 | 1-PORT SURFACE MOUNT BOX (COLOR TBD) | \$3.83 | \$3.83 |
| | | | | Cables MISC. | \$26.28 | \$27.07 |
| | | | | Provide, install, test, and label (1) WAP data locations consisting of (1) Category 6A (plenum) cable that will be terminated onto a RJ45 jack, inserted into a surface mount box at the workstation end, and onto a rack mounted patch panel in the | | \$835.38 |

| | | | | | | |
|--|--|--|--|----------------------------------------------------------------------------------------|--|--|
| | | | | MDF. It is assumed that the pathway to the WAP location is existing and usable. | | |
|--|--|--|--|----------------------------------------------------------------------------------------|--|--|

New 6A with New Path

| QTY | | Manufacturer | Part Number | Description | Material Unit | Material Extension |
|-----|----|--------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------|
| 295 | ft | SYSTIMAX | 2091B BLU | GIGASPEEDX10DCATEGORY6A 4-PAIR UTP (PLENUM) (BLUE) | \$1.07 | \$314.77 |
| 2 | ea | SYSTIMAX | 76009245 2 | CAT6A "GIGASPEED X10D" JACK, BLUE | \$17.22 | \$34.43 |
| 1 | ea | COMMSCOPE | 76025471 0 | 1-PORT SURFACE MOUNT BOX (COLOR TBD) | \$3.83 | \$3.83 |
| 1 | ea | LABOR | LINX | MOUNT WAP DEVICE | | |
| | | | | Cables MISC | | \$318.46 |
| | | | | Provide, install, test, and label (1) WAP data locations consisting of (1) Category 6A (plenum) cable that will be terminated onto a RJ45 jack, inserted into a surface mount box at the workstation end, and onto a rack mounted patch panel in the MDF. It is assumed that new j-hook pathway will need to be installed and runs through drop ceiling the entire way. | | \$1,704.41 |

New 6A with New Path in Surface Mount Raceway

| QTY | | Manufacturer | Part Number | Description | Material Unit | Material Extension |
|-----|----|--------------|---------------|-------------------------------------------------------|---------------|--------------------|
| 295 | ft | SYSTIMAX | 2091B BLU | GIGASPEEDX10DCATEGORY6A 4-PAIR UTP (PLENUM) (BLUE) | \$1.07 | \$314.77 |
| 2 | ea | SYSTIMAX | 76009245 2 | CAT6A "GIGASPEED X10D" JACK, BLUE | \$17.22 | \$34.43 |

| | | | | | | |
|----|----|-----------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|------------|
| 1 | ea | COMMSCOPE | 760254710 | 1-PORT SURFACE MOUNT BOX (COLOR TBD) | \$3.83 | \$3.83 |
| 50 | ea | PANDUIT | LD3WH6-A | LD3 SURFACE MOUNT RACEWAY 6FT | \$17.86 | \$893.20 |
| | | | | Cables MISC | | \$156.49 |
| | | | | Provide, install, test, and label (1) WAP data locations consisting of (1) Category 6A (plenum) cable that will be terminated onto a RJ45 jack, inserted into a surface mount box at the workstation end, and onto a rack mounted patch panel in the MDF. It is assumed that new pathway and surface mount raceway will need to be installed. | | \$2,049.30 |



Advanced Network Management, Inc
 4001 Jefferson Plaza NE
 Albuquerque, NM 87109

Cooper Heflick
 +1 (505) 515-3321
 cooper.hefflick@anm.com

Denver Public Library
 10 West 14th Avenue Parkway
 Denver, CO 80204

Dave Hamilton
 720-865-1174
 dhamilton@denverlibrary.org

Quote #: QT-000077220

Denver Public Library - E-Rate 240010706- Wireless Network, Data Cabling, Hardware Maintenance* MERAKI FINAL

June 11, 2024

| Part Number | Description | Start Date | End Date | Term(M) | Qty | List Price | Extended LP | Discount% | Price | Extended Price | Eligibility | E-Rate Eligible | USAC 80% | Customer 20% |
|----------------------------------|------------------------------------------------|------------|----------|---------|-----|---------------|----------------|-------------|-----------------|--------------------|----------------------|-----------------|----------------------|----------------------|
| CW9166I-MR | Catalyst 9166I AP (W6E, tri-band 4x4) w/MERAKI | | | | 600 | \$ 2,507.48 | \$1,504,488.00 | 66% | \$ 840.01 | \$ 504,006.00 | 100% | \$ 504,006.00 | \$ 403,204.80 | \$ 100,801.20 |
| LIC-ENT-5YR | Meraki MR Enterprise License, 5YR | | | | 60 | \$ 752.63 | \$ 451,578.00 | 69% | \$ 233.32 | \$ 139,992.00 | 100% | \$ 139,992.00 | \$ 111,993.60 | \$ 27,998.40 |
| ANM Professional Services | | | | | | | | | | | | | | |
| Part number | Description | | | | Qty | Price | Extended Price | Eligibility | E-Rate Eligible | USAC 80% | Customer 20% | | | |
| PS | Professional Services Per Attached SOW | | | | 1 | \$ 198,127.13 | \$ 198,127.13 | 100.00% | \$ 198,127.13 | \$ 158,501.70 | \$ 39,625.43 | | | |
| | | | | | | | | | | Sub-Total | \$ 842,125.13 | | \$ 673,700.10 | \$ 168,425.03 |
| | | | | | | | | | | Estimated Taxes | \$ - | | \$ - | \$ - |
| | | | | | | | | | | Shipping Costs | \$ - | | \$ - | \$ - |
| | | | | | | | | | | Grand Total | \$ 842,125.13 | | \$ 673,700.10 | \$ 168,425.03 |

ANM will honor the prices in this quote for 30 days subject to increases, if any, imposed during that period by third party suppliers. Original Equipment Manufacturers (OEM) products, software and services are non-cancelable and non-returnable, unless approved by the OEM.

Terms and conditions

ANM reserves the right to cancel quotes and/or orders in the event of pricing or other errors.
 Taxes and Shipping costs are estimates and Customer agrees to pay the actual tax and shipping costs due as listed on the applicable invoice. Customer agrees to supplement their PO issued to ANM if necessary to authorize payment of actual invoiced taxes and shipping cost. NTC required for non-taxable sales.
 Amounts shown for Consumption-based products and services are estimates only, and Customer agrees to pay for invoiced amounts based on actual consumption.
 Customer agrees to supplement their PO issued to ANM as necessary to authorize payment of actual consumption-based costs.
 Expedited shipping is subject to an additional charge.

Credit card payments will be subject to a 3% surcharge, which is not greater than our total cost of accepting credit cards and is not applied to debit card payments.

Quote is subject to the attached ANM Terms and Conditions. All software and/or hardware is subject to manufacturer terms and conditions.
 Subscription fees are non-refundable and payment obligations are non-cancelable and non-negotiable, except where prohibited by law.

By signing below, I represent that I am permitted to sign for the above-named entity and hereby authorize ANM to order products and/or perform services in accordance with the terms and conditions of this quote.

Customer Signature _____ Date _____

Customer Name (Printed) _____ Title _____





Advanced Network Management, Inc
 4001 Jefferson Plaza NE
 Albuquerque, NM 87109

Cooper Hefflick
 +1 (505) 515-3321
 cooper.hefflick@anm.com

Quote #: QT-000070695

Denver Public Library
 10 West 14th Avenue Parkway
 Denver, CO 80204

Dave Hamilton
 720-865-1174
 dhamilton@denverlibrary.org

Denver Public Library - Category Two Services

June 19, 2024

| Part Number | Description | Start Date | End Date | Term(M) | Qty | List Price | Extended LP | Discount% | Price | Extended Price | Eligibility | E-Rate Eligible | USAC 80% | Customer 20% |
|----------------|-------------------------------------------------------------------|------------|----------|---------|-----|-------------|--------------|-----------|-------------|----------------|-------------|-----------------|--------------|--------------|
| SMART1500RMXLN | TRIPP LITE SMART1500RMXLN 2U SMARTPRO UPS WITH LCD 1500VA / 1350W | | | | 36 | \$ 1,989.00 | \$ 71,604.00 | 36% | \$ 1,273.82 | \$ 45,857.45 | 100% | \$ 45,857.45 | \$ 36,685.96 | \$ 9,171.49 |
| 2POSTRMKITWM | TRIPP LITE 2POSTRMKITWM 2 POST RACK MT WM KIT | | | | 0 | \$ 36 | \$ 5,428.80 | 32% | \$ 102.46 | \$ 3,688.56 | 100% | \$ 3,688.56 | \$ 2,950.85 | \$ 737.71 |

ANM Professional Services

| Part number | Description | Qty | Price | Extended Price | Eligibility | E-Rate Eligible | USAC 80% | Customer 20% |
|-------------|----------------------------------------|-----|--------------|----------------|-------------|-----------------|--------------|--------------|
| PS | Professional Services Per Attached SOW | 1 | \$ 16,978.00 | \$ 16,978.00 | 100.00% | \$ 16,978.00 | \$ 13,582.40 | \$ 3,395.60 |

| | | | | |
|--------------------|---------------------|--|---------------------|---------------------|
| Sub-Total | \$ 66,524.01 | | \$ 53,219.21 | \$ 13,304.80 |
| Estimated Taxes | \$ - | | \$ - | \$ - |
| Shipping Costs | \$ - | | \$ - | \$ - |
| Grand Total | \$ 66,524.01 | | \$ 53,219.21 | \$ 13,304.80 |

ANM will honor the prices in this quote for 30 days subject to increases, if any, imposed during that period by third party suppliers. Original Equipment Manufacturer (OEM) products, software and services are non-cancelable and non-returnable, unless approved by the OEM.

Terms and conditions

ANM reserves the right to cancel quotes and/or orders in the event of pricing or other errors.

Taxes and Shipping costs are estimates and Customer agrees to pay the actual tax and shipping costs due as listed on the applicable invoice. Customer agrees to supplement their PO issued to ANM if necessary to authorize payment of actual invoiced taxes and shipping cost. NTIC required for non-taxable sales.

Amounts shown for Consumption-based products and services are estimates only, and Customer agrees to pay for invoiced amounts based on actual consumption.

Customer agrees to supplement their PO issued to ANM as necessary to authorize payment of actual consumption-based costs.

Expedited shipping is subject to an additional charge.

Credit card payments will be subject to a 3% surcharge, which is not greater than our total cost of accepting credit cards and is not applied to debit card payments.

Quote is subject to the attached ANM Terms and Conditions. All software and/or hardware is subject to manufacturer terms and conditions.

Subscription fees are non-refundable and payment obligations are non-cancelable and non-negotiable, except where prohibited by law.

By signing below, I represent that I am permitted to sign for the above-named entity and hereby authorize ANM to order products and/or perform services in accordance with the terms and conditions of this quote.

Customer Signature _____ Date _____

Customer Name (Printed) _____ Title _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2024

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (License # 0757776, HUB International Insurance Services) and CONTACT (Jeffrey Stewart, American Zurich Insurance Company, American Guarantee & Liability Insurance Company, Endurance American Specialty Insurance Company).

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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Cyber E&O.

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

RE: Project#: 240010706 BOOKS-202473913

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured with regards to the General Liability and Auto policies.

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (Denver Public Library System) and 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. Includes signature of authorized representative).

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

| | | | | | |
|-----------------------|-----------------------------------|------------|-----------------|------------------|-------|
| Endorsement Effective | 03/01/2023 | Policy No. | WC 9980689 - 01 | Endorsement No. | |
| Insured | Advanced Network Management, Inc. | | | Premium | \$ |
| Insurance Company | American Zurich Insurance Company | | | Countersigned by | _____ |



Coverage Extension Endorsement

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|--------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| CPO970401200 | 3/01/2023 | 3/01/2024 | | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Provision in the **Business Auto Coverage Form** and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the **Motor Carrier Coverage Form**:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions of Section III – Physical Damage Coverage** of the **Business Auto Coverage Form** and Paragraph **2.b.** in the **Exclusions of Section IV – Physical Damage Coverage** of the **Motor Carrier Coverage Form**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension for Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the **Business Auto Coverage Form** and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the **Motor Carrier Coverage Form** does not apply.

2. The following is added to Paragraph **1.a.** **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the **Business Auto Coverage Form** and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the **Motor Carrier Coverage Form** does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

- 1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
- 2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

- 1. Breakdown;
- 2. Repair;
- 3. Servicing;
- 4. "Loss"; or
- 5. Destruction.

2. The following is added to the Paragraph **A.** **Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant

or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Technology Liability Enhancement Endorsement



| THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. | |
|----------------------------------------------------------------|---------------------------|
| Policy No. CPO970401200 | Effective Date: 3/01/2023 |

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

A. Broadened Named Insured

1. The following is added to Section II – **Who Is An Insured**:

Any organization of yours, including any partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if:

- a. Is newly acquired or formed during the policy period;
 - b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
 - c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.
- Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – **Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of Section II – **Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form during the policy period, including any partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – **Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph 2.a.(1) of Section II – **Who Is An Insured** is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs (1)(a) and (1)(d) do not apply to "bodily injury" arising out of his or her providing or failing to provide:

- (i) Medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services, or volunteering for you to provide such services; or
- (ii) "Good Samaritan Acts" performed by any non-licensed medical care person employed by you or volunteering for you,

So long as such "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Insured Status – Amateur Athletic Participants

Section II – **Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

a. "Bodily injury" to:

- (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:

- (1) Your "employee", "volunteer worker" or any person you sponsor; or

- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

E. Additional Insureds – Lessees of Premises

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph E.1. of this endorsement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph E. shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph F. as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (a) The exceptions contained in Subparagraphs (4) or (6); or
- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph F.1. of this endorsement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph F. shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Additional Insured – Managers, Lessors or Governmental Entity

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omission of those acting on your behalf; and resulting directly from:

- a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
- b. Ownership, maintenance, occupancy or use of premises by you; or
- c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
- b. To any person or organization included as an insured under Paragraph 3. of Section II – **Who Is An Insured**;
- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
- d. To any:

- (1) Owners or other interests from whom land has been leased by you; or
- (2) Managers or lessors of premises, if:
 - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
 - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
 - (c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph G.1. of this endorsement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph G. shall not increase the applicable Limits of Insurance shown in the Declarations.

H. Additional Insured – Other Persons or Organizations

1. Section II – **Who Is An Insured** is amended to include as an insured any person or organization who does not qualify as an additional insured under Paragraphs E. through Paragraph G. of this endorsement so long as you are required to add such person or organization as an additional insured on this policy under a written contract or written agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this Paragraph H., the following additional exclusions apply:

The insurance afforded to the additional insured under this Paragraph H. does not apply to any person or organization:

- a. For "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional service;
- b. For "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
- c. Who is scheduled as an additional insured under another endorsement attached to this policy.

3. With respect to the insurance afforded to the additional insureds under this Paragraph H., the following is added to Section III – **Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement referenced in Subparagraph H.1. of this endorsement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph H. shall not increase the applicable Limits of Insurance shown in the Declarations.

I. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – **Limits Of Insurance**.

2. Paragraph 6. of Section III – **Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner.

J. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

K. Limited Contractual Liability Coverage – Personal And Advertising Injury

1. Exclusion e. of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a written contract or written agreement that is an "insured contract", provided the "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement. Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
- (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – **Supplementary Payments – Coverages A and B** is replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – **Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – **Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

L. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

- Paragraphs 1.b. and 1.d. are replaced by the following:
- b. Up to \$5,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

M. Broadened Property Damage

1. **Property Damage to Contents of Premises Rented Short-Term**

The paragraph directly following Paragraph (6) in Exclusion J. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises, including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – **Limits Of Insurance**.

2. **Elevator Property Damage**

a. The following is added to Exclusion J. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

b. The following is added to Section III – **Limits Of Insurance**:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

3. **Property Damage to Borrowed Equipment**

a. The following is added to Exclusion J. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

b. The following is added to Section III – **Limits Of Insurance**:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

N. Expected or Intended Injury or Damage

Exclusion a. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

O. Definitions – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion g. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 75 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:
 "Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
 "Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".
2. The following definition is added to the **Definitions** Section:
 "Labor leasing firm" means any person or organization who hires out workers to others, including any:
 - a. Employment agency, contractor or services;
 - b. Professional employer organization; or
 - c. Temporary help service.

R. Definition – Mobile Equipment

- Paragraph **f.** of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:
- f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.
 However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

S. Definitions – Your Product and Your Work

- The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:
 "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.
 "Your work":
 - a. Means:
 - (1) Work, services or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work, services or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

T. Expanded Personal and Advertising Injury Definition

1. The "personal and advertising injury" definition under the **Definitions** Section is replaced by the following:
 "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement";
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
 - h. Discrimination, harassment or segregation, based on sex, sexual orientation, gender identity, gender expression, marital status, race, creed, religion, national origin, age, physical capabilities or mental capabilities, except to the extent:
 - (1) Insurance for the discrimination, harassment or segregation is prohibited by law; or
 - (2) The discrimination, harassment or segregation directly or indirectly relates to the employment, prospective employment or termination of employment of any person or persons by any insured.
 As used in this endorsement, discrimination, harassment or segregation includes continuous or repeated exposure to substantially the same general harmful conditions.
2. Solely for the purposes of Paragraph **1.h.** above, the following exclusion is added to Paragraph **2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:
 This insurance does not apply to:
Discrimination, Harassment Or Segregation Prior To Policy Period
 "Personal and advertising injury" arising out of any discrimination, harassment or segregation which formed the basis of an offense before the beginning of the policy period.

U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

- The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions**:
 Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph **1.** of Section **II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

V. Other Insurance Condition

- Paragraphs **4.a.** and **4.b.(1)** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions** are replaced by the following:
4. **Other Insurance**
 If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:
 - a. **Primary Insurance**
 This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:
 - (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
 Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
 - b. **Excess Insurance**
 - (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**; or
 - (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - Equipment you borrow from others; or
 - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
 - (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
 - (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured

on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

- Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:
6. **Representations**
 By accepting this policy, you agree:
 - a. The statements in the Declarations are accurate and complete;
 - b. Those statements are based upon representations you made to us; and
 - c. We have issued this policy in reliance upon your representations.
 Coverage will continue to apply if you unintentionally:
 - a. Fail to disclose all hazards existing at the inception of this policy; or
 - b. Make an error, omission or improper description of premises or other statement of information stated in this policy.
 You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

X. Waiver of Right of Subrogation

- Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Commercial General Liability Conditions** is replaced by the following:
8. **Transfer Of Rights Of Recovery Against Others To Us**
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
 - b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Y. In Rem

- Section **IV – Commercial General Liability Conditions** is amended to add the following:
In Rem
 Any "suit" brought as an action *in rem* against any watercraft owned or operated by or for the insured shall in all respects be treated in the same manner as though such "suit" were brought against the insured.

Z. Liberalization Condition

- The following condition is added to Section **IV – Commercial General Liability Conditions**:
Liberalization Clause
 If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

EXHIBIT C, INFORMATION TECHNOLOGY PROVISIONS

This Exhibit regarding Information Technology Provisions (this “Exhibit”) is a material part of the Agreement between the Parties to which this Exhibit is attached. In addition to the requirements of the main body of this Agreement, the Contractor shall protect the City’s information technology resources and City Data in accordance with this Exhibit. All provisions of this Exhibit that refer to the Contractor shall apply equally to any Subcontractor performing work in connection with this Agreement. Unless the context clearly requires a distinction between the Agreement and this Exhibit, all references to “Agreement” shall include this Exhibit.

1. **TECHNOLOGY SERVICES SPECIFICATIONS**

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

- 1.1.1. Identity trust verification and service-to-service application (API) and information processing interoperability (e.g., SSO and Federation);
- 1.1.2. Account credential lifecycle management from instantiation through revocation;
- 1.1.3. Account credential and/or identity store minimization or re-use when feasible; and
- 1.1.4. Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expire able, non-shared authentication secrets).

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

1.3. Supported Releases: The Contractor shall maintain the currency of all third-party software used in the development and execution or use of the Work with third-party vendor approved and supported releases, including, but not limited to, all code libraries, frameworks, components, and other products (e.g., Java JRE, code signing certificates, .NET, jQuery plugins, etc.), whether commercial, free, open-source, or closed-source. This includes any of the Contractor’s controlled systems running on the City’s network, including, but not limited to, any application, firewall, or other type of physical or virtual appliances.

1.4. Updates & Upgrades: During the Term of this Agreement, the Contractor shall provide the City with copies of all new versions, updates, and upgrades of the On-Premise Software (collectively, “Upgrades”), without additional charge, promptly after commercial release. Upon delivery to the City, Upgrades will become part of the On-Premise Software and will be subject to the license and other terms of this Agreement applicable to such On-Premise Software. In addition, the Contractor shall ensure that SaaS receives all updates and upgrades the Contractor provides to its customers generally.

- 1.5. Compatibility with Third-Party Software:** The Contractor acknowledges and agrees that the Work must integrate and operate compatibly with various third-party software products. The Contractor shall actively monitor and stay current on new version releases, updates, and changes made to any such third-party software that interfaces or integrates with the Contractor's Work. The Contractor shall ensure that its own products remain fully compatible with the most recent generally available versions of these third-party software components. Within ninety (90) days of the commercial release of a new generally available version of any interfacing third-party software, the Contractor shall complete all necessary testing, coding, and product updates to certify compatibility with the new version. The Contractor shall provide the updated and version-compatible products to the City at no additional cost. If the Contractor's Work is not compatible with the most current generally available third-party software versions required for operation, the City reserves the right to temporarily cease using the incompatible Work until the compatibility issue is resolved, without penalty or payment for a period of noncompliance. Under no circumstances shall the Contractor require the City to run old, non-current versions of third-party software to remain compatible with the Contractor's Work. The responsibility and costs for ensuring third-party software version compatibility shall reside solely with the Contractor.
- 1.6. Adjustment of Licenses:** The City may, at each anniversary date of this Agreement, increase or decrease the number of licenses it has purchased under this Agreement by giving written notice to the Contractor at least thirty (30) days prior to the anniversary date. The Contractor shall adjust the invoice for the next billing period based on the unit price per license specified in this Agreement. The City shall not reduce the number of licenses below the minimum quantity required under this Agreement.
- 1.7. Timing of Fees and Subscriptions:** Notwithstanding any provision to the contrary: (i) no fees for maintenance of On-Premise Software or SaaS, including without limitation for Upgrades, will accrue before Go-Live (as defined below); and (ii) no period before Go-Live will be counted against the time covered by any maintenance period. In addition, no fees for use of SaaS will accrue before Go-Live, and no period before Go-Live will be counted against the time covered by any SaaS subscription fees. "Go-Live" refers to the earlier of Acceptance of the On-Premise Software or SaaS or the City's first use of the On-Premise Software or SaaS in production, other than a beta use or trial.
- 1.8. Performance Outside of the United States:** The Contractor shall request written approval from the City to perform, or subcontract to perform, Services outside the United States. The City may approve or deny such request within the City's sole discretion. Any notice or term in any Exhibit provided to the City by the Contractor regarding performance outside the United States shall be deemed ineffective and void if the City has not granted prior written approval for such performance. This prohibition shall also apply to using, processing, transmitting, or maintaining City Data outside of the United States. Notwithstanding anything to the contrary contained in the Agreement, the City shall have no responsibility or obligation to comply with foreign data protection laws or polices, including, but not limited to, the General Data Protection Regulation of the European Union.

1.9. Continuity of Critical Services: The Contractor acknowledges that the Work to be performed under this Agreement is vital to the City and must be continued without interruption and that, upon this Agreement's expiration without renewal, a successor, either the City or another contractor, may continue them. The Contractor agrees to: (i) furnish phase-in training; and (ii) exercise its best efforts and cooperation to complete an orderly and efficient transition to a successor. The Contractor shall, upon the City's written notice: (i) furnish phase-in, phase-out services for up to sixty (60) days after this Agreement expires; and (ii) negotiate in good faith to determine the nature and extent of phase-in, phase-out services required. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the Work called for by this Agreement are maintained at the required level of proficiency. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after expiration that result from phase-in, phase-out operations) at the rates contained herein. The City shall have the authority extend this Agreement monthly if additional time is required beyond the termination of this Agreement, if necessary, to effectuate the transition, and the City shall pay a proration of the subscription fee during any necessary extension.

1.10. Software Escrow: At the City's request, the Contractor shall maintain in escrow a copy of the source code and documentation for the licensed software purchased under this Agreement. With each new release of the software provided to the City, the Contractor shall maintain the updated source code and documentation in escrow. If the Contractor files for bankruptcy, becomes insolvent, or ceases operations for any reason, the City shall be provided the current source code and documentation in escrow. The City will only use the source code and documentation to support the licensed software. This Section shall survive the termination of this Agreement.

2. SECURITY AUDITS

2.1. Performance of Security Audits: Prior to the Effective Date of this Agreement, the Contractor, will at its expense conduct or have conducted the following, and thereafter, the Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Security Breach: (i) a SSAE 18/SOC 2 Type 2 or other mutually agreed upon audit of the Contractor's security policies, procedures and controls; (ii) a quarterly external and internal vulnerability scan of the Contractor's systems and facilities, to include public facing websites, that are used in any way to deliver Services under this Agreement. The report must include the vulnerability, age, and remediation plan for all issues identified as critical or high; and (iii) a formal penetration test performed by qualified personnel of the Contractor's systems and facilities that are used in any way to deliver Work under this Agreement. The Contractor will provide the City the results of the above audits. The Contractor shall also protect data against deterioration or degradation of quality and authenticity by, at minimum, having a third party perform annual data integrity audits. In addition, the Contractor shall comply with the City's annual risk assessment and the results thereof.

2.2. Security Audit Results: The Contractor will provide the City the reports or other documentation resulting from the above audits, certifications, scans, and tests within seven (7) business days of

the Contractor's receipt of such results. The report must include the vulnerability, age, and remediation plan for all issues identified as critical or high. Based on the results and recommendations of the above audits, the Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures to meet its obligations under this Agreement and provide the City with written evidence of remediation. The City may require, at the Contractor's expense, that the Contractor perform additional audits and tests, the results of which will be provided to the City within seven (7) business days of Contractor's receipt of such results. To the extent the Contractor controls or maintains information systems used in connection with this Agreement, the Contractor shall provide the City with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application-level risk assessments, and other security assessment activities as required by this Agreement or reasonably requested by the City. The Contractor will remediate any vulnerabilities to comply with its obligations hereunder. If additional funds are required to perform the tests required by the City that are not accounted for in this Agreement, the Parties agree to amend this Agreement as necessary.

3. DATA MANAGEMENT AND SECURITY

3.1. Compliance with Data Protection Laws and Policies: In addition to the compliance obligations imposed by this Agreement, the Contractor shall comply with all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder. If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.

3.2. Data Ownership: Unless otherwise required by law, the City has exclusive ownership of all City Data under this Agreement, and the Contractor shall have no right, title, or interest in City Data. The Parties recognize and agree that the Contractor is a bailee for hire with respect to City Data. The Contractor's use and possession of City Data is solely on the City's behalf, and the Contractor shall only use City Data solely for the purpose of performing its obligations hereunder and shall not use City Data in the development of machine learning and artificial intelligence models for any purpose without the City's written consent. The City retains the right to access and retrieve City Data stored on the Contractor's infrastructure at any time during the Term. All City Data created and/or processed by the Work, if any, is and shall remain the property of the City and shall in no way become attached to the Work. This Agreement does not give a Party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in this Agreement.

3.3. Data Access and Integrity: The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the applicable law and regulation as they relate to the Contractor's performance hereunder to ensure the security and confidentiality of City Data. The Contractor shall protect

against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of data; restrict access to data as necessary; and ensure the proper and legal use of data. The Contractor shall provide the City with access, subject to the Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of City Data and evaluating security control effectiveness. The Contractor shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. Upon written request, the Contractor shall provide the City its policies and procedures to maintain the confidentiality of City Data.

- 3.4. Response to Legal Orders for City Data:** If the Contractor is required by a court of competent jurisdiction or administrative body to disclose City Data, the Contractor shall first notify the City and, prior to any disclosure, cooperate with the City's reasonable requests in connection with the City's right to intervene, quash, or modify the legal order, demand, or request, and upon request, provide the City with a copy of its response. Upon notice, the City will promptly coordinate with the Contractor regarding the preservation and disposition of any City Data and records relevant to any current or anticipated litigation. If the City receives a subpoena, legal order, or other legal demand seeking data maintained by the Contractor, the City will promptly provide a copy to the Contractor. Upon notice and if required by law, the Contractor shall promptly provide the City with copies of its data required for the City to meet its necessary disclosure obligations.
- 3.5. Mandatory Disclosures:** In addition to the requirements set forth herein, the Contractor shall provide the City with a copy of any disclosure the Contractor is required to file with any regulatory body as a result of a Security Breach or other incident that requires the Contractor to make such a disclosure, including but not limited to, required disclosures mandated by the Securities and Exchange Commission. If the contents of any such disclosure is protected by law, the Contractor shall instead provide the City with prompt notice that it was required to make such a disclosure along with the name of the regulatory body requiring the Contractor to make such a disclosure.
- 3.6. Data Retention, Transfer, Holds, and Destruction:** Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies as necessary to meet its obligations hereunder. All City Data shall be encrypted in transmission, including by web interface, and in storage by an agreed upon National Institute of Standards and Technology ("NIST") approved strong encryption method and standard. Upon the expiration or termination of this Agreement, the Contractor shall, as directed by the City, promptly return all City Data provided by the City to the Contractor, and the copies thereof, to the City or destroy all such City Data and certify to the City that it has done so; however, this requirement shall not apply to the extent the Contractor is required by law to retain copies of certain City Data. The Contractor shall not interrupt or obstruct the City's ability to access and retrieve City Data stored by the Contractor. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain City Data by shredding, erasing, or otherwise modifying the City Data in the paper or electronic documents to make it unreadable or indecipherable. The Contractor's obligations set forth in this Subsection,

without limitation, apply likewise to the Contractor's successors, including without limitation any trustee in bankruptcy.

- 3.7. Software and Computing Systems:** At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, or store, City Data received under this Agreement. The Contractor shall fully comply with all requirements and conditions, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, and enhancements or updates consistent with evolving industry standards. The Contractor shall use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to, anti-virus and anti-malware protections. The Contractor shall ensure that any underlying or integrated software employed under this Agreement is updated on a regular basis and does not pose a security threat. Upon request, the Contractor shall provide a software bill of materials ("SBOM") annually or upon major changes to the solution(s) provided to the City under this Agreement. The Contractor shall provide a complete SBOM for the supported life of the solution(s). The Contractor shall monitor for security vulnerabilities in applicable software components and use a risk-based approach to mitigate any vulnerabilities.
- 3.8. Background Checks:** The Contractor shall ensure that, prior to being granted access to City Data, the Contractor's agents, employees, Subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and applicable law, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data. If the Contractor has access to federal tax information ("FTI") under this Agreement, the Contractor shall comply with the background check requirements of IRS Publication 1075.
- 3.9. Subcontractors:** If the Contractor engages a Subcontractor under this Agreement, the Contractor shall ensure its Subcontractors are subject to data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the Work provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its Subcontractor's compliance with the obligations of this Agreement and for any of its Subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the City Data disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentiality of any disclosed data shall apply equally to both the Contractor

and any of its Subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies. The Contractor shall ensure all Subcontractors sign, or have signed, agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force so long as the Subcontractor has access to any data disclosed under this Agreement. Upon request, the Contractor shall provide copies of those signed nondisclosure agreements to the City.

3.10. Request for Additional Protections and Survival: In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain City Data to ensure compliance with applicable law and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City's request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor to comply with the request at the City's expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentiality of any disclosed data shall survive termination of this Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor's possession or control.

4. DISASTER RECOVERY AND CONTINUITY

4.1. The Contractor shall maintain a continuous and uninterrupted business continuity and disaster recovery program with respect to the Work provided under this Agreement. The program shall be designed, in the event of a significant business disruption affecting the Contractor, to provide the necessary and sufficient capabilities, processes, and procedures to enable the Contractor to resume and continue to perform its duties and obligations under this Agreement without undue delay or disruption. In the event of equipment failures, the Contractor shall, at no additional expense to the City, take reasonable steps to minimize service interruptions, including using any back-up facilities where appropriate. Upon request, the Contractor shall provide the City with a copy of its disaster recovery plan and procedures.

4.2. Prior to the Effective Date of this Agreement, the Contractor shall, at its own expense, conduct or have conducted the following, and thereafter, the Contractor will, at its own expense, conduct or have conducted the following at least once per year:

4.2.1. A test of the operability, sufficiency, and completeness of business continuity and disaster recovery program's capabilities, processes, and procedures that are necessary to resume and continue to perform its duties and obligations under this Agreement.

4.2.2. Based upon the results and subsequent recommendations of the testing above, the Contractor will, within thirty (30) calendar days of receipt of such results and recommendations, promptly modify its capabilities, processes, and procedures to meet its obligations under this Agreement and provide City with written evidence of remediation.

4.2.3. Upon request, the Contractor shall provide the City with report summaries or other documentation resulting from above testing of any business continuity and disaster recovery procedures regarding the Services provided under this Agreement.

4.2.4. The Contractor represents that it is capable, willing, and able to provide the necessary and sufficient business continuity and disaster recovery capabilities and functions that are appropriate for it to provide services under this Agreement.

5. DELIVERY AND ACCEPTANCE

5.1. **Acceptance & Rejection**: Deliverables will be considered accepted (“Acceptance”) only when the City provides the Contractor affirmative written notice of acceptance that such Deliverable has been accepted by the City. Such communication shall be provided within a reasonable time from the delivery of the Deliverable and shall not be unreasonably delayed or withheld. Acceptance by the City shall be final, except in cases of Contractor’s failure to conduct proper quality assurance, latent defects that could not reasonably have been detected upon delivery, or the Contractor’s gross negligence or willful misconduct. The City may reject a Deliverable if it materially deviates from its specifications and requirements listed in this Agreement or its Exhibits by written notice setting forth the nature of such deviation. In the event of such rejection, the Contractor shall correct the deviation, at its sole expense, and redeliver the Deliverable within fifteen (15) days. After redelivery, the Parties shall again follow the acceptance procedures set forth herein. If any Deliverable does not perform to the City’s satisfaction, the City reserves the right to repudiate acceptance. If the City ultimately rejects a Deliverable, or repudiates acceptance of it, the Contractor will refund to the City all fees paid, if any, by the City with respect to any rejected Deliverable. Acceptance shall not relieve the Contractor from its responsibility under any representation or warranty contained in this Agreement, and payment of an invoice prior to Acceptance does not grant a waiver of any representation or warranty made by the Contractor.

5.2. **Quality Assurance**: The Contractor shall provide and maintain a quality assurance system acceptable to the City for Deliverables under this Agreement and shall provide to the City only such Deliverables that have been inspected and found to conform to the specifications identified in this Agreement and any applicable solicitation, bid, offer, or proposal from which this Agreement results. The Contractor’s delivery of any Deliverables to the City shall constitute certification that any Deliverables have been determined to conform to the applicable specifications, and the Contractor shall make records of such quality assurance available to the City upon request.

6. WARRANTIES AND REPRESENTATIONS

6.1. Notwithstanding the acceptance of any Work, or the payment of any invoice for such Work, the Contractor warrants that any Work provided by the Contractor under this Agreement shall be free from material defects and shall function as intended and in material accordance with the applicable Specifications. The Contractor warrants that any Work, and any media used to distribute it, shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function or technological means designed to disrupt, interfere with, or damage the normal operation of the

Work and the use of City resources and systems. The Contractor's warranties under this Section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work.

- 6.2. Upon notice of any defect or material nonconformity, the Contractor shall submit to the City in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the City to ascertain the feasibility, risks, and impacts of each recommendation. The City's remedy for such defect or material non-conformity shall be:
 - 6.2.1. The Contractor shall re-perform, repair, or replace such Work in accordance with any recommendation chosen by the City. The Contractor shall deliver, at no additional cost to the City, all documentation required under this Agreement as applicable to the corrected Work or Deliverable; or
 - 6.2.2. The Contractor shall refund to the City all amounts paid for such Work, as well as pay to the City any additional amounts reasonably necessary for the City to procure alternative goods or services of substantially equivalent capability, function, and performance.
- 6.3. Any Work delivered to the City as a remedy under this Section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work. The duration of the warranty for any replacement or corrected Work shall run from the date of the corrected or replacement Work.
- 6.4. **Customization Services:** The Contractor warrants that it will perform all customization services, if any, in a professional and workmanlike manner. In case of breach of the warranty of the preceding sentence, the Contractor, at its own expense, shall promptly re-perform the customization services in question or provide a full refund for all nonconforming customization services.
- 6.5. **Third-Party Warranties and Indemnities:** The Contractor will assign to the City all third-party warranties and indemnities that the Contractor receives in connection with any Work or Deliverables provided to the City. To the extent that the Contractor is not permitted to assign any warranties or indemnities through to the City, the Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of the City to the extent the Contractor is permitted to do so under the terms of the applicable third-party agreements.
- 6.6. **Intellectual Property Rights in the Software:** The Contractor warrants that it is the owner of all Deliverables, and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property rights to the Deliverables in this Agreement without the further consent of any third party and without conditions or requirements not set forth in this Agreement. In the event of a breach of the warranty in this Section, the Contractor, at its own expense, shall promptly take the following actions: (i) secure for the City the right to continue using the Deliverable as intended; (ii) replace or modify the Deliverable to make it non-infringing, provided such modification or replacement will not materially degrade any functionality as stated in this Agreement; or (iii) refund 100% of the fee paid for the Deliverable for every month remaining in the Term, in which case the Contractor may terminate any or all of the City's licenses to the infringing Deliverable granted in

this Agreement and require return or destruction of copies thereof. The Contractor also warrants that there are no pending or threatened lawsuits, claims, disputes, or actions: (i) alleging that any of the Work or Deliverables infringes, violates, or misappropriates any third-party rights; or (ii) adversely affecting any Deliverables or Services, or the Contractor's ability to perform its obligations hereunder.

6.7. Disabling Code: The Work will contain no malicious or disabling code that is intended to damage, destroy, or destructively alter software, hardware, systems, or data. The Contractor represents, warrants and agrees that the City will not receive from the Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system, resources, or data (a "Disabling Code"). In the event a Disabling Code is identified, the Contractor shall take all steps necessary, at no additional cost to the City, to: (i) restore and/or reconstruct all data lost by the City as a result of a Disabling Code; (ii) furnish to City a corrected version of the Work or Deliverables without the presence of a Disabling Code; and, (iii) as needed, re-implement the Work or Deliverable at no additional cost to the City. This warranty shall remain in full force and effect during the Term.

7. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD COMPLIANCE

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

7.2. The Contractor covenants and agrees to comply with Visa's Cardholder Information Security Program (CISP), MasterCard's Site Data Protection Rules (SDP), and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations ("Association"), and further covenants and agrees to maintain compliance with the PCI DSS, SDP, and (where applicable) the Payment Application Data Security Standard (PA-DSS) (collectively, the "Security Guidelines"). The Contractor represents and warrants that all of the hardware and software components utilized for the City or used under this Agreement is now and will be PCI DSS compliant during the term of this Agreement. All service providers that the Contractor uses under this Agreement must be recognized by Visa as PCI DSS compliant. The Contractor further agrees to exercise reasonable due diligence to ensure that all of its service providers (as defined by the PCI Security Council), agents, business partners, contractors, Subcontractors, and any third party who may have access to credit card information under this Agreement maintain compliance with the Security Guidelines and comply in full with the terms and conditions set out in this Section. The Contractor further certifies that the equipment, as described herein, will be deployed in a manner that meets or exceeds the PA DSS and/or PCI certification and will be deployed on a network that meets or exceeds PCI standards. The Contractor shall demonstrate its compliance with PCI DSS by annually providing the City an

executed Attestation of Compliance (AOC). The Contractor must provide verification to the City, prior to start up and ongoing annually during the term of this Agreement, that all modules of the Contractor's system(s) that interface with or utilize credit card information in any manner or form of collection are PCI DSS compliant. If the Contractor is a service provider involved in the processing, storage or transmission of cardholder data or sensitive authentication data (collectively "Data Handling") on behalf of the City that would result in Data Handling being included in the City's PCI scope through connected software or components, then the Contractor must provide a PCI Responsibility Matrix ("Matrix") to be attached to this Agreement as an exhibit. The Matrix must identify where responsibility resides for each PCI control requirement, whether it be with the Contractor, the City or shared by both. Any PCI control requirements that do not apply should be indicated along with any pertinent notes.

- 7.3. The Contractor shall not retain or store CAV2/CVC2/CVV2/CID or such data prohibited by PCI DSS subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind, the Contractor shall notify the City in writing consistent with the Security Breach response notification requirements of this Agreement, and shall provide, at the Contractor's sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.
- 7.4. If any Association requires an audit of the Contractor or any of the Contractor's Service Providers, agents, business partners, contractors, or Subcontractors due to a data security compromise event related to this Agreement, the Contractor agrees to cooperate with such audit. If as a result of an audit of the City it is determined that any loss of information is attributable to the Contractor, the Contractor shall pay the City's reasonable costs relating to such audit, including attorney's fees. No review, approval, or audit by the City shall relieve the Contractor from liability under this Section or under other provisions of this Agreement.
- 7.5. The Contractor is solely responsible for its PCI DSS compliance. The Contractor shall ensure that all PCI DSS vendors comply with PCI DSS standards: (i) in providing Services or Deliverables to the City under this Agreement; (ii) in storing, processing, or transmitting PCI data; and (iii) in engaging in any other activities for any purpose relating to this Agreement. As between the Contractor and the City, the Contractor shall be responsible for a PCI DSS vendor's non-compliance with PCI DSS.
- 7.6. In addition to all other defense and indemnity obligations undertaken by the Contractor under this Agreement, the Contractor, to the extent that its performance of this Agreement includes the allowance or utilization by members of the public of credit cards to pay monetary obligations to the City or the Contractor, or includes the utilization, processing, transmittal and/or storage of credit card data by the Contractor, shall defend, release, indemnify and save and hold harmless the City against any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against the City and/or the Contractor by credit card company(s), financial institution(s) or by the National Automated Clearing House Association (NACHA) or successor or related entity, including but not limited to, any credit card company

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

8. LICENSE OR USE AUDIT RIGHTS

- 8.1.** To the extent that the Contractor, through this Agreement or otherwise as related to the subject matter of this Agreement, has granted to the City any license or otherwise limited permission to use any of the Contractor's intellectual property, the terms of this Section shall apply.
- 8.2.** The Contractor shall have the right, at any time during and throughout the Term, but not more than once per year, to request via written notice in accordance with the notice provisions of this Agreement that the City audit its use of and certify as to its compliance with any applicable license or use restrictions and limitations contained in this Agreement (an "Audit Request"). The Audit Request shall specify the period to be covered by the audit, which shall not include any time covered by a previous audit. The City shall complete the audit and provide certification of its compliance to the Contractor ("Audit Certification") within a reasonable amount of time following the City's receipt of the Audit Request.
- 8.3.** If upon receipt of the City's Audit Certification, the Parties reasonably determine that: (i) the City's use of licenses, use of software, use of programs, or any other use during the audit period exceeded the use restrictions and limitations contained in this Agreement ("Overuse"), and (ii) the City would have been or is then required to purchase additional maintenance and/or services ("Maintenance"), the Contractor shall provide written notice to the City in accordance with the notice provisions of this Agreement identifying any Overuse or required Maintenance and request that the City bring its use into compliance with such use restrictions and limitations.

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Exhibit D

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

201 West Colfax Avenue, #705 • Denver, Colorado 80202
(720) 913-5000 • Fax (720) 913-5253 • denvergov.org/auditor

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: February 26, 2024
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Friday, February 23, 2024**, and applies to the City and County of Denver for **Building CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20230020
Superseded General Decision No. CO20240020
Modification No. 1
Publication Date: 2/23/2024
(9 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage.

"General Decision Number: CO20240020 02/23/2024

Superseded General Decision Number: CO20230020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|-------------------------------|----------------------------|
| If the contract is entered | . Executive Order 14026 |
| | |
| into on or after January 30, | generally applies to the |
| | |
| 2022, or the contract is | contract. |
| | |
| renewed or extended (e.g., an | . The contractor must pay |
| | |
| option is exercised) on or | all covered workers at |
| | |
| after January 30, 2022: | least \$17.20 per hour (or |
| | |
| | the applicable wage rate |
| | |
| | listed on this wage |
| | |

| determination, if it is
| higher) for all hours
| spent performing on the
| contract in 2024.

|
| If the contract was awarded on | Executive Order 13658
| or between January 1, 2015 and | generally applies to the
| January 29, 2022, and the | contract.
| contract is not renewed or | . The contractor must pay
| all | covered workers at least
| extended on or after January | \$12.90 per hour (or the
| 30, 2022: | applicable wage rate
| listed | on this wage
| determination, | if it is higher) for all
| hours spent performing on
| that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| | |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0 | 01/05/2024 |
| 1 | 02/23/2024 |

* ASBE0028-002 01/01/2024

| | Rates | Fringes |
|------------------------------------------------------------------------------------------------------|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)..... | \$ 32.98 | 16.47 |

CARP0055-002 05/01/2023

| | Rates | Fringes |
|---------------------------------------|----------|---------|
| CARPENTER (Drywall Hanging Only)..... | \$ 33.86 | 12.59 |

CARP1607-001 06/01/2023

| | Rates | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 41.19 | 16.74 |

ELEC0068-012 06/01/2023

| | Rates | Fringes |
|------------------------------------------------|----------|---------|
| ELECTRICIAN (Includes Low Voltage Wiring)..... | \$ 43.20 | 18.38 |

* ELEV0025-001 01/01/2024

| | Rates | Fringes |
|------------------------|----------|---------|
| ELEVATOR MECHANIC..... | \$ 54.20 | 37.89 |

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly

rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence

Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday

after Thanksgiving Day; and Christmas Day.

 ENGI0009-017 05/01/2023

| | Rates | Fringes |
|-------------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR (Crane) | | |
| 141 tons and over..... | \$ 38.63 | 14.25 |
| 50 tons and under..... | \$ 34.77 | 14.25 |
| 51 to 90 tons..... | \$ 35.07 | 14.25 |
| 91 to 140 tons..... | \$ 36.27 | 14.25 |

 IRON0024-009 11/01/2023

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 55.25 | 3.65 |

 IRON0024-010 11/01/2023

| | Rates | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 55.25 | 3.65 |

PAIN0079-006 08/01/2022

| | Rates | Fringes |
|---------------------------------------------------------------------------------|----------|---------|
| PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping)..... | \$ 25.11 | 10.95 |

PAIN0079-007 08/01/2022

| | Rates | Fringes |
|-----------------------------|----------|---------|
| DRYWALL FINISHER/TAPER..... | \$ 25.81 | 10.95 |

PAIN0419-001 06/01/2022

| | Rates | Fringes |
|---------------------------------------------|----------|---------|
| SOFT FLOOR LAYER (Vinyl and Carpet)..... | \$ 18.25 | 14.33 |

PAIN0930-002 07/01/2023

| | Rates | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 33.51 | 12.65 |

PLUM0003-009 06/01/2023

| | Rates | Fringes |
|------------------------------------------------------------------|----------|---------|
| PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation)..... | \$ 42.98 | 19.77 |

PLUM0208-008 06/01/2023

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

PIPEFITTER (Includes HVAC
 Pipe and Unit Installation;
 Excludes HVAC Duct
 Installation).....\$ 41.50 21.90

* SFCO0669-002 01/01/2024

| | Rates | Fringes |
|----------------------------------------------------|-------|---------|
| SPRINKLER FITTER (Fire Sprinklers).....\$ 43.41 | 43.41 | 26.98 |

SHEE0009-004 07/01/2023

| | Rates | Fringes |
|----------------------------------------------------------------------------------------------------------------------|-------|---------|
| SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....\$ 38.47 | 38.47 | 20.83 |

* SUCO2013-006 07/31/2015

| | Rates | Fringes |
|----------------------------------------------------------------------------------------------------------------------------|-------|---------|
| BRICKLAYER.....\$ 21.96 | 21.96 | 0.00 |
| CARPENTER (Acoustical Ceiling Installation Only).....\$ 22.40 | 22.40 | 4.85 |
| CARPENTER (Metal Stud Installation Only).....\$ 18.29 | 18.29 | 0.00 |
| CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....\$ 21.09 | 21.09 | 6.31 |
| CEMENT MASON/CONCRETE FINISHER...\$ 20.09 | 20.09 | 7.03 |

| | | |
|-------------------------------------------------|-------------|------|
| LABORER: Common or General..... | \$ 14.49 ** | 5.22 |
| LABORER: Mason Tender - Brick.... | \$ 18.29 ** | 0.00 |
| LABORER: Mason Tender - Cement/Concrete..... | \$ 18.29 ** | 0.00 |
| LABORER: Pipelayer..... | \$ 16.96 ** | 3.68 |
| OPERATOR: Backhoe/Excavator/Trackhoe..... | \$ 20.78 | 5.78 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader..... | \$ 19.10 | 3.89 |
| OPERATOR: Grader/Blade..... | \$ 21.50 | 0.00 |
| ROOFER..... | \$ 16.56 ** | 0.00 |
| TRUCK DRIVER: Dump Truck..... | \$ 18.29 | 0.00 |
| WATERPROOFER..... | \$ 18.29 ** | 0.00 |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

**Office of Prevailing Wage
 Administrator Supplemental Rates
 (Specific to the Denver projects)
 Revision Date: 01-01-2024**

| Classification | | Base | Fringe |
|--------------------------|---------------------------------|-------------|---------------|
| Boilermaker | | \$30.97 | \$21.45 |
| Iron Worker, Reinforcing | | \$55.25 | \$3.65 |
| Laborer: Concrete Saw | | \$18.29 | - |
| Paper Hanger | | \$20.15 | \$6.91 |
| Plasterer | | \$24.60 | \$12.11 |
| Plaster Tender | | \$18.29 | - |
| Power Equipment Operator | Concrete Mixer - Less than 1 yd | \$23.67 | \$10.67 |
| | Concrete Mixer - 1 yd and over | \$23.82 | \$10.68 |
| | Drillers | \$23.97 | \$10.70 |
| | Loader - up to and incl 6 cu yd | \$23.67 | \$10.67 |
| | Loaders - over 6 cu yd | \$23.82 | \$10.68 |
| | Mechanic | \$18.48 | - |
| | Motor Grader | \$23.97 | \$10.70 |
| | Oilers | \$22.97 | \$10.70 |
| | Roller | \$23.67 | \$10.67 |
| | Truck Driver | Flatbed | \$19.14 |
| Semi | | \$19.48 | \$10.11 |
| Waterproofer | | \$18.29 | \$0.00 |

Go to www.denvergov.org/Auditor to view the Prevailing Wage Clarification Document for a list of complete classifications used.

EXHIBIT E

E-Rate Sales Agreement

Advanced Network Management, Inc., a New Mexico corporation (“**ANM**”) and the undersigned customer (“**Customer**”) hereby agree to this E-Rate Sales Agreement (the “**Agreement**”), which shall be applicable to hardware and software (collectively, “**Products**”) and services (“**Services**”) that Customer purchases from ANM. ANM and Customer may be referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”.

- 1. ORDERS.** Customer may purchase Products and/or Services from ANM by signing an ANM-provided quote (“**Quote**”), issuing a purchase order in response to a Quote, or as otherwise agreed by ANM and Customer in writing including, without limitation, in a Statement of Work (collectively, “**Orders**”). This Agreement is incorporated by reference into each Order.
- 2. MANUFACTURERS.** Products that are manufactured by third-party vendors (“**Manufacturers**”) and associated Services provided by such Manufacturers (“**Manufacturer Services**”) are subject to additional terms which are available at <https://anm.com/eulas-and-product-warranties/> (“**Manufacturer’s Terms**”) and incorporated into this Agreement by reference.
- 3. RESERVED.**
- 4. TERMINATION.** Notwithstanding anything to the contrary herein, Products and Manufacturer Services that have been purchased by Customer on a subscription basis are non-cancelable and non-refundable except to the extent Customer is a government entity terminating on the basis of non-appropriation of funds in accordance with applicable law. As of the effective date of termination of this Agreement or any Order, ANM will stop work on the applicable Products and/or Services, and Customer will be liable for: (a) amounts invoiced prior to termination; (b) Products delivered and Services performed but not invoiced prior to the effective date of such termination.
- 5. PRICE.** Prices provided on a Quote prior to execution are subject to change without notice. Applicable taxes will be added to all prices unless a proper tax exemption certificate is provided to ANM at the time an Order is placed.
- 6. PAYMENT.** Payment is due 30 days from invoice date unless ANM expressly agrees otherwise in writing.
- 7. SHIPPING.** ANM has sole discretion in selecting a carrier for orders. If Customer requests expedited shipping, then it agrees that ANM is authorized to upgrade the shipping and may bill Customer for all additional shipping charges. Risk of loss or damage to Products will pass upon ANM’s surrender of the Products to the transportation provider (F.O.B. Shipping Point). ANM is not liable for any delays in delivery or for partial or early deliveries. Transportation charges will be in accordance with ANM’s shipping policy at the time of shipment. Claims for Product damage or loss in transit on shipments made by a common carrier must be made by the Customer to the common carrier and in accordance with the terms of the common carrier. For deliveries made by ANM personnel, claims for shortages or damages to Products must be made

to ANM within five (5) days of the delivery date. If Customer fails to notify ANM within the five (5) day period, the Products will be deemed accepted.

8. PRODUCT RETURNS; RMA. Products are non-returnable and the prices and fees associated therewith will be non-refundable except as permitted in this Section. Customer may return erroneously shipped Products or Products that the Manufacturer authorizes for return through its Return Merchandise Authorization process (“**RMA**”). Products damaged after shipment may not be returned. Customer is responsible for complying with all Manufacturer return requirements and Customer agrees that any return may be subject to an ANM restocking fee plus shipping costs which it authorizes ANM to offset against any amounts to be credited to Customer’s ANM account. If Customer has not yet paid for the Product(s), ANM may invoice Customer for the restocking fee.

9. RESERVED.

10. WARRANTIES. Customer represents and warrants that: (a) employees and agents placing orders on its behalf are duly authorized to commit Customer; (b) it will comply with the applicable Manufacturer’s Terms; and (c) it will comply with applicable laws and regulations (including those pertaining to export control) related to its receipt and use of the Products and Services. Product warranties and warranties for Manufacturer Services are provided by the Manufacturer. To the extent authorized, ANM shall pass through to Customer any transferable warranties and indemnifications with respect to Products and Manufacturer Services, which shall be Customer’s sole and exclusive remedy relating to such Products and Manufacturer Services. With respect to Services performed by ANM, such Services shall be performed in a diligent, professional and workmanlike manner conforming to the requirements of the applicable Order. WITH THE EXCEPTION OF THE FOREGOING, ANM DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

11. E-Rate Program. In addition to all other terms and conditions of this Agreement, if Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (commonly referred to as the “**E-Rate Program**”), the E-Rate Program requirements of the Universal Service Administrative Company (USAC) will apply, which includes but are not limited to the following:

- a. The Parties recognize that the E-Rate funding year commences on July 1 and continues through June 30 of each year (a “**Funding Year**”).
- b. Products purchased by Customer pursuant to this Agreement may not shipped prior to April 1 of the current Funding Year.
- c. Add on manufacturer warranty services (e.g., maintenance services) that run outside of the current Funding Year must either be applied to the next Funding Year or be 100% billable to the Customer.
- d. Receipt Acknowledgement Letters must be received, and service substitutions must be completed before order processing can commence for shipments.

- e. If requesting Service Provider Invoicing on a Form 474, order processing may commence only after a Form 486 has been approved by USAC.
- f. If purchasing multi-year contracts for manufacturer warranties, software subscriptions, etc., a Form 471 must be filed by Customer for each Funding Year occurring during the multi-year contract term through BEAR billing method.
- g. Manufacturer warranty services need to be listed as basic maintenance or an appeal will need to be filed to correct invoicing on approved Forms 471.
- h. If a Form 486 has not been timely filed by Customer within 120 days following receipt of USAC's Funding Commitment Decision Letter, ANM reserves the right to invoice Customer in full for the Products and Services purchased under this Agreement.
- i. If during USAC invoice review or auditing process, USAC determines eligibility percentage has decreased, ANM reserves the right to invoice Customer for the difference between the originally approved percentage and the decreased percentage per USAC terms and conditions.

12. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHAT CAUSE OF ACTION (INCLUDING NEGLIGENCE) OR CLAIM FOR RELIEF IS ASSERTED: (A) IN NO EVENT WILL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, OR AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES; (B) THE ONLY LIABILITY ANM WILL HAVE WITH RESPECT TO PRODUCTS AND MANUFACTURER SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE THE PRODUCT RETURN RIGHTS DESCRIBED HEREIN; AND (C) THE MAXIMUM LIABILITY OF ANM WITH RESPECT TO SERVICES PERFORMED BY ANM SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CUSTOMER TO ANM FOR SUCH SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM.

13. FORCE MAJEURE. No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control, including the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority, including shelter-in-place or similar orders; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. A change in economic circumstances will not be considered a Force Majeure Event. The Impacted Party shall give prompt notice to the other Party, as determined by the scope of the Force Majeure Event, stating the period of time the occurrence is expected to continue. The Impacted Party will use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the Impacted Party's failure or delay remains uncured for a period of 90 days following written notice given by it under this Section 13, either Party may thereafter terminate this Agreement upon 5 days' written notice.

14. RELATIONSHIP OF THE PARTIES. ANM is an independent contractor. Nothing in this Agreement will be construed as creating any joint venture, partnership, employment, or agency relationship between the Parties.

15. RESERVED.

16. NOTICES. Any notice, demand, or request required or permitted to be given under this Agreement must be in writing and sent to the parties at the addresses set forth below via hand delivery, overnight courier, or certified or registered U.S. mail. Notices are effective upon receipt. Customer notices shall be sent to the most recent billing address on file with ANM. ANM notices shall be sent to: Advanced Network Management, Inc., ATTN: In-House Counsel, 304 Inverness Way S, Suite 400, Englewood, CO 80112.

17. SEVERABILITY. Any provision in this Agreement that is held by a court of competent jurisdiction to be unenforceable shall be modified by said court and interpreted to best accomplish the original provision to the fullest extent permitted by law. The remaining provisions of this Agreement shall remain in effect.

18. RESERVED.

19. ENTIRE AGREEMENT. This Agreement, together with any Order, constitutes the entire agreement, and supersedes any and all prior agreements between the parties with regard to the subject matter hereof. Issuance of a purchase order responsive to a Quote shall constitute an agreement to this Agreement. Any boilerplate terms included on any such purchase order are expressly rejected and are not part of this Agreement unless prohibited by law.