

FRAMEWORK AGREEMENT

THIS FRAMEWORK AGREEMENT (this “Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), **FIRST DUE HOLDINGS, INC.**, a Delaware corporation, through its wholly owned subsidiary, **LOCALITY MEDIA, LLC**, doing business as **FIRST DUE LOCALITY MEDIA, LLC**, with a principal place of business at 107 7th Street, Garden City, NY 11530. (the “Contractor”), individually a “Party” and jointly “the Parties.”

RECITALS

WHEREAS, the City awarded this Agreement to the Contractor for a scheduling software solution.

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 performed under this Agreement with the City’s Chief Information Officer (“CIO”); with other personnel formally designated by the Department of Technology Services (“TS”); or, if applicable, with a representative from another City agency, as may be expressly designated by the CIO to act on behalf of the City for purposes of this Agreement. If a third party is designated by the CIO to serve as a liaison or coordinating entity on behalf of the City, the Contractor shall also coordinate its Work with such third party in the same manner and to the same extent as it would with City personnel.
2. **DEFINITIONS**
 - 2.1. **“City Data”** means all data processed, stored, generated, collected, or transmitted on computers or other electronic media by or on behalf of the City, or provided to the Contractor for such processing, storage, generation, collection, or transmission, as well as any derivative data produced therefrom. City Data includes, but is not limited to: (i) information originally in physical format (including paper or other non-electronic media) that is subsequently digitized, scanned, or otherwise converted to electronic format; (ii) information provided to the Contractor by the City, authorized users, or third parties acting on the City’s behalf; and (iii) confidential or sensitive information, financial data, public records, and any other regulated data, regardless of source, including but not limited to data from the City’s employees, citizens, and contractors.
 - 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 that is installed and operated on City premises. 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 any and all On-Premise Software, SaaS, Services, Deliverables, documentation, materials, labor, support, maintenance, training, updates, configurations, customizations, and other outputs and outcomes provided and/or performed by the Contractor 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 relevant to the Contractor's performance hereunder.

- 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 free and clear from any and all liens, adverse claims, encumbrances and interests of any third party.
5. **TERM**: This Agreement will commence on October 1, 2025, and will expire, unless sooner terminated, on October 1, 2030 (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. **END OF TERM EXTENSION**: If this Agreement approaches the end of its Term, the City, at its discretion and upon written notice to the Contractor as provided herein, may unilaterally extend the Term for a period not to exceed six months (an "End of Term Extension"). The provisions of this Agreement and the pricing in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending this Agreement. To facilitate any agreed upon extensions in a timely manner, the Contractor shall negotiate any extension of this Agreement in good faith and provide the City all required order forms and updated pricing information to the City no later than one hundred twenty (120) days prior to the expiration of the Term. If the Contractor does not intend to extend the Term of this Agreement, the Contractor shall provide prompt notice to the City but not later than one hundred eighty (180) days prior to the expiration of the Term of its intent to let this Agreement lapse without an extension or replacement contract. The Contractor's obligation to facilitate a timely renewal under this Section is a material part of this Agreement.
7. **COMPENSATION AND PAYMENT**
 - 7.1. **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.
 - 7.2. **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.
 - 7.3. **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.

7.4. Maximum Contract Amount

7.4.1. Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed One Million Six Hundred Ten Thousand Five Hundred Seventy-Seven Dollars (\$1,610,577.00) (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.

7.4.2. 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.

8. 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.

9. 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.

10. TERMINATION

10.1. 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.

10.2. 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.

10.3. 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.

10.4. 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. 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.

10.5. 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.

11. 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.

12. 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.

13. INSURANCE

13.1. 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.

13.2. 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 C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of 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.

13.3. 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.

13.4. 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.

13.5. 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.

13.6. 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.

13.7. 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.

13.8. 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.

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

14. DEFENSE AND INDEMNIFICATION

14.1. 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.

14.2. 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.

14.3. 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.

14.4. 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.

14.5. 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.

14.6. 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.

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

15. 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.

16. **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.
17. **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.
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 D**, 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, banking information, 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: 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 sell, transfer, assign, subcontract performance obligations, or otherwise dispose of this Agreement or any portion thereof, including any right, title, or interest therein, without the City's prior written consent. The City shall not unreasonably withhold approval of an assignment when the Contractor is in full compliance with this Agreement and the proposed assignee, in the City's opinion, possesses sufficient business experience, aptitude, and financial resources to perform its obligations under this Agreement. The City may, at its reasonable discretion, approve the assignment, subcontract, or transfer in writing, deny it, or refer the matter to the City's governing bodies for approval. The City may execute its written approval of assignment through a signed consent letter without requiring a formal amendment to this Agreement, provided such consent letter explicitly references this Agreement. Any approved assignee shall be subject to all terms and conditions of this Agreement and other supplemental contractual documents; however, no approval by the City shall obligate the City beyond the provisions of this Agreement. Any assignment or subcontracting without the City's consent shall be ineffective and void and shall constitute grounds for termination of this Agreement by the City. Should unauthorized assignment or subcontracting occur, the Contractor shall remain responsible to the City, and no contractual relationship shall be created between the City and any subcontractor or assignee. This provision shall also apply to any reassignment of this Agreement due to change in ownership of the Contractor, and the Contractor shall notify the City in writing of any assignment due to change in ownership within thirty (30) days of such change.
- 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 CIO 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, the Exhibits, or any other attachment hereto, the provisions in the body of this Agreement shall control. For the avoidance of doubt, no terms within any subsequent 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, including any Exhibits and attachments, that by reasonable implication contemplate continued performance, rights, or compliance beyond the expiration or termination of this Agreement shall survive such expiration or termination and shall remain enforceable. Without limiting the foregoing, the Contractor's obligations to provide insurance coverage and to indemnify the City shall survive for a period equal to the duration of all applicable statutes of limitation, plus any additional time reasonably necessary to resolve any claims, disputes, or legal proceedings initiated within that period. Any grant of property rights or intellectual property rights to the City that, by its terms, extends beyond the term of this Agreement shall remain in effect after expiration or termination, except in the event of termination due to the City's breach of its payment obligations. Any warranties made available to the City, whether provided

under this Agreement or otherwise, shall survive expiration or termination of this Agreement for the full duration specified in the warranty documentation or as permitted by applicable law. Upon expiration or termination of this Agreement, in whole or in part, the Contractor shall promptly return to the City all City Data and any other materials or information provided by the City, in the format reasonably requested by the City, and shall permanently delete or destroy all remaining 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.
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; requires payment for any obligation where there has not been an appropriation; requires venue and jurisdiction outside of the Colorado; or seeks to modify the order of precedence, as stated in the main body of this

Agreement; 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**, Quote; **Exhibit B**, Statement of Work; **Exhibit C**, Certificate of Insurance; and **Exhibit D**, Information Technology Provisions.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

By:

Contract Control Number: TECHS-202580607-00
Contractor Name: LOCALITY MEDIA, LLC

By:

Signed by:

Toby Ritt

88681F19F5B948A...

Name: Toby Ritt
(please print)

Title: VP, Sales
(please print)

ATTEST: [if required]

By:

Name:
(please print)

Title:
(please print)



FIRST DUE HOLDINGS, INC.,
THROUGH ITS WHOLLY-OWNED SUBSIDIARY
LOCALITY MEDIA, LLC DBA FIRST DUE
Phone: +1 (516) 874-2258
Website: <https://www.firstdue.com/>

Exhibit A - Quote

Prepared By: Rachael Landman
Valid Until: January 31, 2026
Quote Number: 1545132000388109965

BILL TO:

Denver County Office of Emergency Management
101 W Colfax Ave 7th Fl
Denver, CO 80202

Account: Denver County Office of Emergency Management

Part 1: Agency: Denver Sheriff's Department (DSD)

Part 1: Subscription Start: October 31, 2025

Part 1: Initial Term: 2 months

Part 1: Annual Subscription: \$137,500.00

Product Details	Total
Time Clock Biometric time entry/tracking application for clocking employees in and out.	
Scheduling Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.	
Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.	
SSO Integration Connection to supported SSO platform (Microsoft Azure, Microsoft Active Directory Federated Services, Okta or IAMS).	
Custom Integrations Services Services related to custom integration service with the First Due Platform as described in the Statement of Work.	
Custom Integrations Services Annual Support and Maintenance Ongoing services related to custom integration service with the First Due Platform.	
Multiple End Points Access to First Due API including multiple end points.	
ODBC Connector – Daily ODBC connection to First Due data views for purposes of data analysis and extraction. (Daily)	
Premium Online Training Package Up to 8 Hours Online Training with certified First Due Instructor	
Implementation and Configuration Services Services related to configuring and customizing the First Due Platform as described in the Statement of Work.	
	Part 1: One-Time Fees Subtotal \$ 25,600.00
	Part 1: 2-month Subscription Fees Subtotal \$ 23,375.00
	Part 1: Total Year 1 (10/31/2025-12/31/2025) \$ 48,975.00
	Part 1: Total Year 2 (01/01/2026-12/31/2026) \$ 144,375.00
	Part 1: Total Year 3 (01/01/2027-12/31/2027) \$ 151,594.75
	Part 1: Total Year 4 (01/01/2028-12/31/2028) \$ 160,924.49
	Part 1: Total Year 5 (01/01/2029-12/31/2029) \$ 168,970.46
	Part 1: Grand Total \$ 674,839.70
	<i>Excluding Tax</i>

Part 2: Agency: Denver Police Department (DPD)

Part 2: Subscription Start: April 30, 2026

Part 2: Initial Term: 8 months
Part 2: Annual Subscription: \$208,500.00

Product Details	Total
Time Clock Biometric time entry/tracking application for clocking employees in and out.	
Scheduling Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.	
Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.	
SSO Integration Connection to supported SSO platform (Microsoft Azure, Microsoft Active Directory Federated Services, Okta or IAMS).	
Custom Integrations Services Services related to custom integration service with the First Due Platform as described in the Statement of Work.	
Custom Integrations Services Annual Support and Maintenance Ongoing services related to custom integration service with the First Due Platform.	
Multiple End Points Access to First Due API including multiple end points.	
ODBC Connector – Daily ODBC connection to First Due data views for purposes of data analysis and extraction. (Daily)	
Premium Online Training Package Up to 8 Hours Online Training with certified First Due Instructor	
Implementation and Configuration Services Services related to configuring and customizing the First Due Platform as described in the Statement of Work.	

Part 2: One-Time Fees Subtotal	\$ 25,600.00
Part 2: 8-month Subscription Fees Subtotal	\$ 139,695.00
Part 2: Total Year 2 (04/30/2026-12/31/2026)	\$ 165,295.00
Part 2: Total Year 3 (01/31/2027-12/31/2027)	\$ 218,925.00
Part 2: Total Year 4 (01/31/2028-12/31/2028)	\$ 231,621.25
Part 2: Total Year 5 (01/31/2029-12/31/2029)	\$ 243,202.31
Part 2: Grand Total	\$ 859,043.56
	<i>Excluding Tax</i>

Summary

Agency	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Grand 5-Year Total
Part 1: Agency: Denver Sheriff's Department (DSD)	One-Time Fees Subtotal	\$ 25,600.00					\$ 25,600.00
	Subscription Fees Subtotal	\$ 23,375.00 <i>(prorated for the period of 10/31/2025-12/31/2025)</i>	\$ 144,375.00	\$ 151,594.75	\$ 160,924.49	\$ 168,970.46	\$ 649,239.70
	Total	\$ 48,975.00	\$ 144,375.00	\$ 151,594.75	\$ 160,924.49	\$ 168,970.46	\$ 674,839.70
Part 2: Agency: Denver Police Department (DPD)	One-Time Fees Subtotal		\$ 25,600.00				\$ 25,600.00
	Subscription Fees Subtotal		\$ 139,695.00 <i>(prorated for the period of 04/30/2026-12/31/2026)</i>	\$ 218,925.00	\$ 231,621.25	\$ 243,202.31	\$ 833,443.56
	Total		\$ 165,295.00	\$ 218,925.00	\$ 231,621.25	\$ 243,202.31	\$ 859,043.56
Grand Total		\$ 48,975.00	\$309,670.00	\$370,519.75	\$392,545.74	\$412,172.77	\$1,533,883.26*
*A 5% contingency (\$76,694) has been added to the Grand Total to allow for additional licenses, subscriptions, functionality or ad-hoc professional services.					Contract Maximum Amount		\$1,610,577

Terms and Conditions**Part 1: Agency: Denver Sheriff's Department (DSD)****Part 1 Payment Terms:**

The above-listed Part 1: One-Time Fees Subtotal will be invoiced based on the following Milestones with payment terms of Net 30 days:

- Payment 1 - 30% (\$7,680.00)
 - Payment due upon completion of exhibit B, section 8, subsection 1 – “Discovery Stage” and deliverable acceptance and acceptance certificate per exhibit X section 7, subsection 7.1 and 7.2. Additional deliverables are those outlined in exhibit B, section 2, subsection noted as, “Pre-Engagement Tasks and Responsibilities”.
- Payment 2 - 30% (\$7,680.00)
 - Payment due upon completion of exhibit B, section 8, subsection 1 – “Integrations and Configuration and Optimization Stage” and deliverable acceptance and acceptance certificate per exhibit B section 7, subsection 7.1 and 7.2.
- Payment 3 - 40% (\$10,240.00)
 - Payment due upon completion of exhibit B, section 8, subsection 1 – “Data Migration and Go-Live Stage” and deliverable acceptance and acceptance certificate per exhibit B section 7, subsection 7.1 and 7.2.

100% of Part 1: 2-month Subscription Fees Subtotal will be invoiced on or around Part 1: Subscription Start.

For subsequent annual periods, the Service fees are due and payable annually in advance on January 1st.

Part 2: Agency: Denver Police Department (DPD)

Part 2 Payment Terms:

The above-listed Part 2: One-Time Fees Subtotal will be invoiced based on the following Milestones with payment terms of Net 30 days:

- Payment 1 - 30% (\$7,680.00)
 - Payment due upon completion of exhibit B, section 8, subsection 2 – “Discovery Stage” and deliverable acceptance and acceptance certificate per exhibit B section 7, subsection 7.1 and 7.2. Additional deliverables are those outlined in exhibit B, section 2, subsection noted as, “Pre-Engagement Tasks and Responsibilities”.
- Payment 2 - 30% (\$7,680.00)
 - Payment due upon completion of exhibit B, section 8, subsection 2 – “Integrations and Configuration and Optimization Stage” and deliverable acceptance and acceptance certificate per exhibit B section 7, subsection 7.1 and 7.2.
- Payment 3 - 40% (\$10,240.00)
 - Payment due upon completion of exhibit B, section 8, subsection 2 – “Data Migration and Go-Live Stage” and deliverable acceptance and acceptance certificate per exhibit B section 7, subsection 7.1 and 7.2.

100% of Part 2: 8-month Subscription Fees Subtotal will be invoiced on or around Part 2: Subscription Start.

For subsequent annual periods, the Service fees are due and payable annually in advance on January 1st.

Payment Terms: Net 30 days

For electronic ACH payment: Wells Fargo Bank | ACH Routing Number: 121000248 |Account #: 4192384907

EXHIBIT B: STATEMENT OF WORK

 **first due**
 FIRST DUE HOLDINGS, INC.,
 THROUGH ITS WHOLLY-OWNED SUBSIDIARY
 LOCALITY MEDIA, LLC DBA FIRST DUE
 Phone: +1 (516) 874-5818
 Website: <https://www.firstdue.com/>

Statement of Work | CITY AND COUNTY OF DENVER

1. Introduction

1.1 Purpose

The purpose of this Statement of Work ("SOW"), dated _____, is entered into and made part of the <CONTRACT NAME> dated _____ (the "Agreement") between **CITY AND COUNTY OF DENVER** (the "Customer" or "City" or "Client") and FIRST DUE HOLDINGS, INC., THROUGH ITS WHOLLY-OWNED SUBSIDIARY LOCALITY MEDIA, LLC DBA FIRST DUE ("First Due" or "Contractor") for the purchased product(s) set forth in Exhibit A – Quote ("Purchased Products") attached to the Agreement. Any capitalized term not defined in this SOW has the meaning described to it in the Agreement. Upon mutual execution, First Due shall perform the Services described in this SOW.

This SOW document is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for Customer.

1.2 Scope:

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Implementation and Description of Work

2.1 Project Overview / Objectives

The City desires to engage First Due to implement its Scheduling solution to be used by Denver Police Department (DPD) and Denver Sheriff's Department (DSD). The objectives are:

1. **Modernize Public Safety Scheduling**
 - a. Implement a modern, mobile-accessible, cloud-native scheduling system to replace the legacy Telestaff platform across DPD and DSD.
2. **Seamless System Integration**
 - a. Establish secure integrations between the Scheduling solution and thirteen (13) existing City systems, including but not limited to Workday, CAD, IAPRO, Themis, Vector Solutions, and Motorola radio systems.
3. **Support Complex Business Rules**
 - a. Configure the system to accommodate complex, department-specific scheduling rules, including overtime management, secondary employment tracking, apparatus staffing, district staffing, and administrative leave management.
4. **Enable Comprehensive Data Migration**
 - a. Conduct a secure and thorough migration of historical and current scheduling data from UKG Telestaff into First Due, minimizing disruption to operations.
5. **Enhance Reporting and Analytics**
 - a. Deliver robust built-in reporting tools and real-time analytics capabilities to support operational and administrative decision-making.
6. **Strengthen User Experience**

- a. Provide a user-friendly, role-based interface optimized for both desktop and mobile access to empower all sworn personnel and administrative staff.
7. **Ensure Security and Compliance**
 - a. Deploy the solution in compliance with the City's security and data standards and engage with the Denver Data Protection team to ensure adherence to requirements prior to going live.
 - b. Compliance Standards: All First Due personnel working on-site will have completed CJIS Security Awareness training. Currently, there is no data within the First Due scheduling modules subject to HIPAA or CJIS requirements. While HIPAA compliance is not applicable to the scheduling module, it is important to note that First Due does follow HIPAA standards and guidelines in relevant modules of our solution to ensure secure handling of healthcare-related data. Should the scope of this project evolve in the future to include such data, First Due will notify the City of Denver and work collaboratively to implement the necessary compliance measures to ensure adherence to HIPAA and CJIS standards. First Due is PCI compliant and can provide certification and attestation documentation upon request. It is important to note that while HIPAA compliance is not a component in the scheduling module, First Due does follow HIPAA standards and guidelines due to our ePCR solution*
 - c. Access Management: First Due is compatible with a number of Single Sign-On providers, including Azure Active Directory and Okta. Customer data is protected in a closed account ecosystem down to the user and role level. Audit logs for user access and activities are kept and workflows can be generated to alert customers of potential suspicious access to data. No access is provided without user credentials, which are managed by the customer.
 - d. Identity Management: Each account is password protected with strong encryption and industry-standard password protection mechanisms. Individual user profiles within the First Due ecosystem can be configured with distinct capabilities, allowing or restricting specific functions, datasets, or capabilities. For example, administrators can grant Administrative Staff permission to access sensitive personnel information while the general front line will not have this ability.
 - e. Compliance and Data Security Features: First Due is SoC 2 Type II compliance and we perform monthly vulnerability scanning and yearly manual penetration testing to meet our SoC 2 Type II compliance. We use AES-256 encryption for data at rest and TLS 1.2+ for data in transit.
 - f. Ongoing Support for Features and Policy Updates: Every customer automatically uses the latest version of First Due. Customer-specific configurations and integrations are supported through every update to the First Due platform. Customers are always informed of new features and have the choice whether to turn them on or not.
8. **Deliver Comprehensive Training and Support**
 - a. Implement role-based training programs for administrators, supervisors, and end-users and provide support during and post-go-live.
9. **Facilitate Scalability and Future Expansion**
 - a. Implement the solution to be scalable and adaptable to evolving operational needs across all three departments, with continuous platform enhancements.

2.2 Implementation Overview (Approach, Scope and Deliverables)

Project Management Methodology

The City and County of Denver (CCD) and First Due will employ a hybrid project management approach combining elements of Waterfall and Agile methodologies. The project plan will be maintained in Monday.com with shared access.

- **Structured Phase Gates:** Formal approvals required before progressing through implementation phases
- **Weekly Status Meetings:** Review progress, address issues, and adjust plans
- **Monthly Steering Committee Meetings:** Address strategic concerns with executive sponsors

CCD Project Manager Responsibilities

The CCD Project Manager will:

Leadership and Coordination

- Serve as primary CCD point of contact
- Coordinate resources across DPD and DSD
- Ensure stakeholder participation in key meetings

Project Management

- Review/approve project plans and deliverables
- Monitor progress against milestones
- Secure SME participation for implementation activities
- Coordinate UAT and training participation

Governance

- Review deliverables within 5-day window
- Approve change requests per established process
- Participate in risk identification/mitigation
- Lead CCD-side issue resolution
- Coordinate go-live readiness activities

PM Documentation Sign-off Criteria

Project Management Deliverables

The following Project Management deliverables will be produced throughout the project lifecycle:

1. **Project Plan:** Detailed schedule maintained in Monday.com
2. **Status Meetings:** Weekly meetings documenting progress, issues, and next steps
3. **Risk and Issue Log:** Ongoing documentation of project risks and issues in Monday.com
4. **Meeting Minutes:** Documentation of key decisions and action items

Review and Acceptance Process

First Due will submit PM documentation according to the following schedule:

- Project Plan: Initial version within 5 business days of project kickoff meeting; updates weekly
- Status Meetings: Weekly meetings. Dates / Times to be coordinated.
- Risk and Issue Log: Updated in real time, presented in status meetings
- Meeting Minutes: Within 2 business days of each meeting stored in Monday.com

CCD will review and provide feedback or acceptance as follows:

- Project Plan: Within 5 business days of submission
- Status Meetings: Within 2 business days of submission
- Risk and Issue Log: During weekly status meetings
- Meeting Minutes: Within 2 business days of receipt

Acceptance Criteria

PM documentation will be considered accepted when it meets the following criteria:

1. **Completeness:** Contains all required information relevant to the document type
2. **Accuracy:** Correctly reflects project status, decisions, and agreements
3. **Clarity:** Information is presented in a clear, understandable format
4. **Timeliness:** Submitted according to the agreed schedule

Documentation Repository

All approved PM documentation will be maintained in monday.com which is accessible to both First Due and CCD project team members.

Business Rules Documentation and Management

Business Rules Definition and Documentation

Business Rules are critical to successful implementation of the Scheduling solution across DPD and DSD, and will be thoroughly documented during the Discovery phase. Business Rules encompass:

1. **Scheduling Policies:** Department-specific scheduling policies, practices, and contractual requirements
2. **Staffing Requirements:** Minimum staffing levels, certifications, and specialty position requirements
3. **Time and Attendance Rules:** Overtime calculations, leave accruals, and time approval workflows
4. **Rotation Patterns:** Shift rotations, special assignments, and regular duty cycles
5. **Approval Hierarchies:** Chain of command for various approval types across departments
6. **Notification Requirements:** When and how personnel are notified of schedule changes
7. **Special Event Handling:** Procedures for managing large events, court appearances, and training
8. **Integration Requirements:** Business rules governing data exchange with other systems

Business Rules Collection and Review Process

First Due will employ a structured approach to gathering and documenting Business Rules:

1. **Discovery Questionnaires:** Department-specific questionnaires distributed before the kickoff
2. **Dedicated Business Rules Workshops:** Facilitated sessions with each department to identify and document rules
3. **Business Rules Repository:** All rules documented in a structured format with unique identifiers
4. **Rules Validation Sessions:** Review sessions with department SMEs to validate documented rules
5. **Rules Prioritization:** Classification of rules as mandatory, high-priority, or desirable

Sign-Off Process for Business Rules

The Business Rules documentation will follow a formal sign-off process:

1. First Due will compile Business Rules documents for each department
2. CCD will review Business Rules documentation within 10 business days
3. Each department must verify and approve their specific Business Rules
4. Approved Business Rules will serve as the foundation for system configuration
5. Changes to Business Rules after approval will follow the Change Management process

Business Rules Implementation and Testing

Implementation of Business Rules will include:

1. **Traceability Matrix:** Mapping rules to system configuration settings
2. **Rules Testing Plan:** Specific test cases designed to validate each rule
3. **User Acceptance Criteria:** Success criteria tied directly to business rules.
4. **Rules Verification:** During UAT, specific scenarios will validate adherence to business rules

First Due acknowledges that the scheduling solution must support complex business rules, especially those related to overtime management, secondary employment tracking, apparatus staffing, district staffing, and administrative leave management across all three departments.

Pre-Engagement Tasks and Responsibilities

The following tasks must be completed before the formal engagement begins to ensure a smooth project start. These tasks are prerequisites for the Project Kickoff milestone.

System Access and Environment Setup

Task	Responsible Party	Timing	Deliverable
Provision First Due environment for CCD	First Due	1 week before kickoff	Confirmation email with environment details
Configure firewall rules for First Due access	CCD IT	1 week before kickoff	Confirmation of network access
Set up VPN access (if required) for First Due team	CCD IT	1 week before kickoff	VPN credentials provided to First Due
Provide single sign-on (SSO) requirements	CCD IT	2 weeks before kickoff	SSO configuration specifications

Administrative Preparation

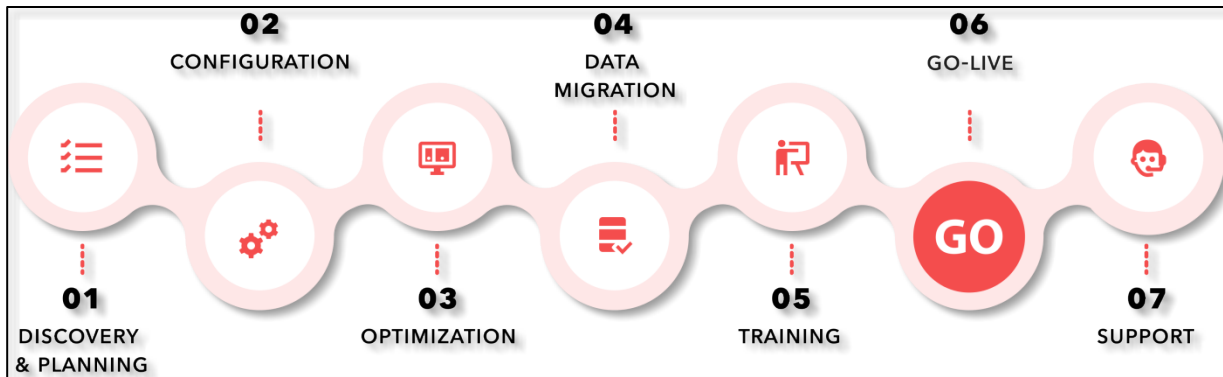
Task	Responsible Party	Timing	Deliverable
Identify key stakeholders from each department	CCD	3 weeks before kickoff	Stakeholder register with roles and contact information
Establish project team roster with roles	CCD & First Due	2 weeks before kickoff	Project team roster document
Schedule recurring project meetings	First Due	1 week before kickoff	To be set during discovery call
Provision project management tool access (Monday.com)	First Due	1 weeks before kickoff	Access credentials distributed
Provide all relevant existing documentation	CCD	2 weeks before kickoff	Document repository established

Data Preparation

Task	Responsible Party	Timing	Deliverable
Complete initial discovery questionnaires	CCD	1 week before kickoff	Completed questionnaires returned to First Due
Identify legacy system data sources	CCD	3 weeks before kickoff	Data source inventory
Provide sample data extracts from current systems	CCD	2 weeks before kickoff	Sample data files

Technical Integration Preparation

Task	Responsible Party	Timing	Deliverable
Identify integration stakeholders for each system	CCD	3 weeks before kickoff	Integration contacts list
Provide API documentation for each integration point	CCD	2 weeks before kickoff	API documentation package
Document current data flows between systems	CCD	2 weeks before kickoff	Current state data flow diagrams
Provide authentication credentials for test environments	CCD	1 week before kickoff	Test credentials document



2.3 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due. The Technical Implementation Specialist team comes from a diverse background, ranging from database management to public safety software integration.
- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.
- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

2.4 Implementation Phases

2.3.1 Discovery & Planning: Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access

- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

2.3.2 Configuration: After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchase Products

2.3.3 Optimization: After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchase Products

2.3.4 Data Migration: Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

2.3.5 Training: As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

2.3.6 Go-Live: Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

2.3.7 Transition to Customer Success: Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the Customer shall receive:

- Formal training as outlined in Exhibit A – Order Form
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this Statement of Work will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

5. Integrations

As part of this Statement of Work, First Due will Implement all integrations and relevant scope outlined in Exhibit A – Order Form. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

1. First Due will work with City to scope out all data that must be imported from external sources, as well as export data to other sources. This is a standard part of our Implementation process.
2. Integrations include:
 - a. Workday integration First Due will be responsible for producing comprehensive architecture diagrams that illustrate all system interconnections and data pathways between the scheduling system and Workday, including server configurations, communication protocols, and security measures. First Due must develop detailed data flow documentation that outlines every data element transmitted and received, covering timecard information (regular hours, overtime, absences, acting pay), employee demographic details, and error reports from Workday. Interface Requirement Documents (IRDs) will be created by First Due, specifying exact field mappings and transformations, data validation rules, and handling of special cases. First Due will establish quality of service metrics and monitoring plans that define performance expectations, including system availability, data transmission times, and error rates, along with tools and processes for monitoring these metrics. Additionally, First Due must document error handling and reconciliation procedures that detail automatic error detection methods, notification protocols, reconciliation processes, and resolution workflows to ensure data integrity between systems.
 - b. Motorola radio integration for all three departments to enable accurate tracking and ensure efficient communication. Sync active personnel and shift assignments with the Motorola Radio system to manage radio authentication and enable/disable configurations based on duty status.

 - c. Active directory integration for all three departments for user authentication (via SSO) and, where authorized, to manage group memberships or disable accounts based on personnel status changes.
 - d. PictureLink integration will need to be scoped and developed with the City's team for all three agencies for staff image capture and storage.
 - e. Themis integration via an SFTP export to ensure roster and scheduled leave information is available for court case scheduling for DPD.
 - f. Actions integration via an SFTP export to ensure roster and scheduled leave information is available for the DA's office for DPD. First Due will produce SFTP architecture and security documentation that specifies server configurations, authentication protocols, encryption standards, network security requirements, and access control mechanisms for transfers to the DA's office.
 - g. IAPro SFTP integration to export personnel assignment and status changes from Scheduling into IAPro for internal investigations. The primary use case is DPD, expandable to DSD.
 - h. Supoena system integrations can be achieved via an SFTP export in our current system and we will ensure we work with both the DPD and the DSD to ensure operational efficiencies are maintained (with the understanding that an RFI is currently in progress on this system).
 - i. Victim Assistance UCM integration will be achieved via an SFTP export to ensure officer name, rank, and assignment data is available for DPD personnel. First Due will be responsible for producing SFTP architecture and security documentation that details server configurations, authentication requirements, encryption standards, network security measures, and access control mechanisms specific to victim assistance information.
 - j. TCMMax integration will be achieved via an SFTP export for DPD to ensure that officer's equipment is accurately tracked.
3. **General Assumptions for All Integrations:**
 - a. The City will provide technical points of contact and access credentials for each system requiring integration.
 - b. System documentation (API guides, file format specifications, data dictionaries) will be made available to First Due prior to configuration.

- c. Any required middleware, custom connectors, or specialized infrastructure will be scoped during Discovery.
- d. Additional integrations or changes to integrations not listed above may be addressed under a mutually agreed Change Order process.

6. Change Order

Changes to project scope, incorrect assumptions or missing prerequisites may affect cost, resources or scheduling. Other circumstances may arise beyond First Due's control that may cause it to be unable to accomplish the project objectives and would require a modification to this SOW. Any such modification shall be memorialized in a mutually executed change order that details material changes to staff requirements, deliverable, fees and milestones, as applicable. If the parties do not agree to such proposed change order, then either party may suspend the Services to allow time for the parties to agree on an alternative change order. Should Services be suspended for a consecutive period of fifteen (15) business days, either party may thereafter terminate this SOW within thirty (30) days written notice to the other party.

7. Deliverable Acceptance and Acceptance Certificate

7.1 Deliverable Acceptance

The City will notify First Due in writing within five (5) calendar days of receiving a Deliverable whether it accepts or rejects that Deliverable.

7.2 Milestone / Acceptance Sign-off Form

Please refer to the attached Milestone / Acceptance Sign-off Form in Exhibit B.1

8. Project Timeline

All timelines are created with the expectation that partner resources are ready and available for the First Due team and provided in a prompt manner. Integrations are expected to run concurrently where possible. In the event where project completion is delayed through no fault of either party, the parties agree to extend the term, only if there is an agreed plan to complete the project within the extension period.

8.1 Denver Sheriff's Department (DSD)

Stage	Time (est.)	Task	Task Type
Discovery	Week 0 – Week 2	Initial Import Workbooks	Customer Task
		Discovery and Project Kickoff	Meeting
		Data Migration Discovery	Meeting
		Data Migration Begins (occurs throughout implementation)	Joint Task
Integrations	Week 0 – Week 18	Workday	Joint task
		Motorola Radio	Joint Task
		Active Directory	Joint Task
		PictureLink	Joint Task
Configuration & Optimization	Week 03 – Week 18	Scheduling – Configuration Meetings	Meetings
		Scheduling Configuration Tasks	Customer Tasks
		Optimization Sessions	Meetings
		Super User Beta Testing	Customer Tasks

		Run First Due and Legacy scheduling system concurrently for a min of 2 payrolls to ensure consistency	Customer Tasks
Data Migration & Go-Live	Week 19 – Week 27	Final Data Migration Planning	Meeting
		Go-live Planning	Meeting
		System Review Planning	Meeting
		Final Data Migration Complete	First Due Task
		System Acceptance	Customer Task
		System Optimization	Meeting
		System Sign-off	Milestone
		Training & Education	Onsite/Webinar
		Go-Live	Milestone
Post Go-Live	Week 27 – Week 30	Post Go-live Catch-up	Meeting
		Introduction to Support & CSM	Meeting
		Transition to Support & CSM	Milestone

8.2 Denver Police Department (DPD)

Stage	Time (est.)	Task	Task Type
Discovery	Week 26 - Week 28	Initial Import Workbooks	Customer Task
		Discovery and Project Kickoff	Meeting
		Data Migration Discovery	Meeting
		Data Migration Begins (occurs throughout implementation)	Joint Task
Integrations	Week 26 – Week 44	Workday	Joint task
		Motorola Radio	Joint Task
		Active Directory	Joint Task
		PictureLink	Joint Task
		Themis	Joint Task
		Action (DAO)	Joint Task
		IAPro	Joint Task
		Subpoena System	Joint Task
		Victims Assistance Unit Case Mgmt Database	Joint Task
		TC Max	Joint Task
Configuration & Optimization	Week 28 – Week 44	Scheduling – Configuration Meetings	Meetings
		Scheduling Configuration Tasks	Customer Tasks
		Optimization Sessions	Meetings
		Super User Beta Testing	Customer Tasks
		Run First Due and Legacy scheduling system concurrently for a min of 2 payrolls to ensure consistency	Customer Tasks
Data Migration & Go-Live		Final Data Migration Planning	Meeting
		Go-live Planning	Meeting

	Week 45 – Week 53	System Review Planning	Meeting
		Final Data Migration Complete	First Due Task
		System Acceptance	Customer Task
		System Optimization	Meeting
		System Sign-off	Milestone
		Training & Education	Onsite/Webinar
		Go-Live	Milestone
Post Go-Live	Week 54 – Week 57	Post Go-live Catch-up	Meeting
		Introduction to Support & CSM	Meeting
		Transition to Support & CSM	Milestone

9. Milestone/Deliverables for Implementation

The main deliverables are defined as follows:

Deliverable	Description
Milestone: Sheriff Project Kickoff	The implementation team will schedule a project kickoff meeting to get the project started.
Milestone: Sheriff System Access	Access to the First Due platform, meet the project team and receive an initial product tour.
Milestone: Sheriff Module Acceptance and Sign Off	Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign.
Milestone: Sheriff Data Migration Sign-Off	Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.
Milestone: Sheriff Training Completed	As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products.
Milestone: Sheriff System Acceptance	Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.
Milestone: Sheriff Final Testing	Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live

	process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.
Milestone: Sheriff Transition to Client Success	Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.
Milestone: Police Project Kickoff	The implementation team will schedule a project kickoff meeting to get the project started.
Milestone: Police System Access	access to the First Due platform, meet the project team and receive an initial product tour.
Milestone: Police Module Acceptance and Sign Off	Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign.
Milestone: Police Data Migration Sign-Off	Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.
Milestone: Police Training Completed	As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products.
Milestone: Police System Acceptance	Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.
Milestone: Police Final Testing	Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.
Milestone: Police Transition to Client Success	Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

10. Success Criteria

While the success criteria outlined below are key to measuring the overall success of the project, they will not impact the payment milestones. Payments will be made based on the completion and acceptance of

agreed-upon milestones as per the project schedule and are not contingent upon the fulfillment of success criteria at each stage of the project.

- All **key project milestones** will be completed on time in adherence with First Due's RFP response documents. However, any delays resulting from other parties, third-party systems, or circumstances beyond First Due's control will not impact First Due's responsibility for meeting the agreed timeline.
- **System Uptime:** 99.9% system uptime and response time for core tasks under normal load conditions.
- **User Adoption and Training:** First Due will provide administration and end-user trainer for implementation, go-live support, and transition to post-go live sufficiency. In cases where a 'train the trainer' approach is employed, the designated Denver trainers will be responsible for ensuring their teams receive the necessary training before go-live.
- **Documentation and Deliverables:** First Due will provide all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software.
- **Budget Adherence:** Total project cost does not exceed more than 5% above the agreed-upon budget. Any changes or adjustments to the project scope, as outlined in the RFP, will be reviewed and mutually agreed upon in writing before being implemented. These agreed-upon changes will not count against this KPI.

11. Project Coordinators

First Due and the City shall designate individuals to whom all SOW communications shall be addressed and who have the authority to act on all aspects of the project described in this SOW.

First Due Project Coordinator	City Project Coordinator
Name: Erik Haversang Telephone: (516) 874-5818 Email: erik@firstdue.com	Name: Telephone: Email:

12. First Due Personnel

Project Role	Name	Email
Implementation Manager	Josh Rosenberg	Josh.rosenberg@firstdue.com
Implementation Product Specialist	Brandon Rigaud	brandon@firstdue.com
Director of Product Management	Michael Koontz	Michael.koontz@firstdue.com
Director of Client Success	Michael Heifetz	Michael.heifetz@firstdue.com
Training Manager	James Angerett	james.angerett@firstdue.com
Account Executive	Rachael Landman	rachael.landman@firstdue.com

13. Customer Personnel

First Due recognizes that the specific project roles may vary across different organizations. To ensure clarity and alignment, we kindly request that you specify which agencies are assigned to each respective team member for DPD and DSD.

Project Role	Name	Email
Project Manager		
Training Coordinator		
Business Analyst		
Technical Lead		
Support Lead		
Executive Sponsor		

14. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this Statement of Work, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

15. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

15.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- **Email:** support@firstdue.com
- **Phone:** (516) 874-5818

15.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our [online Support Center](#). Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

15.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

16. Assumptions, Client Responsibilities, Miscellaneous

16.1 Assumptions

- First Due will require time with the various client business owners, IT members, and other subject matter specialists to clearly understand the business requirements at the onset of the engagement.
- The City will make reasonable efforts to schedule time with resources and provide turnaround on request for information in order to adhere to the proposed schedule.
- First Due will rely on all decisions and approvals of the City in connection with the Services.
- First Due and the City will participate in ongoing status review meetings to determine accomplishments with the plan and identify issues that need immediate resolution.
- First Due will utilize reasonable efforts to retain and maintain assigned resources throughout this project.
- First Due reserves the right to utilize and any all resources necessary to complete the project including resources that were not originally assigned to the project; in the event First Due chooses to change, remove, or add resources to the project, First Due will review resource updates with the City as soon as reasonably possible.
- If a requirement or deliverable is defined or redefined in such a way that accomplishing it would exceed budget for the project, a change order will be proposed, and revised estimate provided.

- First Due will not be responsible for delays due to the City or City-affiliated third-party resources, including hardware, software, or other services. First Due will not be responsible for failing to meet its obligations with respect to milestone or delivery dates to the extent such failure is due to the City's or City-affiliated third-party resources' failure to perform its responsibilities described in this Statement of Work.
- The City's failure to assign City personnel having skills commensurate with their role with respect to such engagement could adversely affect First Due's ability to provide the Services.

16.2 Customer Participation and Responsibilities

- Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SOW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.
- Designate the City individuals and any other contractor/vendor personnel having suitable skills, knowledge and/or experience to support this project and serve as the Project Sponsor and Stakeholders.
- Provide access to, and make available, the Project Sponsors, Stakeholders and other key personnel as required during the project.
- Provide, on a timely basis, such information, documentation, decisions, approvals, and assistance that are necessary to First Due's work or that First Due reasonably requests.
- Provide complete, accurate and current information and update it promptly and continuously as necessary during the engagement.
- Assume responsibility for delays, additional costs, or other liabilities caused by or associated with any deficiencies in (i) discharging of Client Responsibilities, and (ii) Assumptions.
- Provide subject matter expertise regarding source systems and data models.
- Assume responsibility for any network-related issues and supporting performance tuning for remote office locations.

16.3 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this Statement of Work will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A – Order Form. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

16.4 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

16.5 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

17. Attachments

Statement of Work Documents. The Statement of Work includes the following attachments, which are incorporated herein by reference:

Attachment	Description
A	Attachment A – IRM
B	Attachment B – RTM
C	Attachment C – SLA

First Due affirms that the information, commitments, and representations made in these documents are accurate and complete. First Due agrees to deliver all services, meet all requirements, and adhere to all terms as outlines in these documents, which are considered binding components of the agreement.

EXHIBIT B.1, Milestone / Acceptance Sign-off Form

 **first due**
FIRST DUE HOLDINGS, INC.,
THROUGH ITS WHOLLY-OWNED SUBSIDIARY
LOCALITY MEDIA, LLC DBA FIRST DUE
Phone: +1 (516) 874-2258
Website: <https://www.firstdue.com/>

Module/Milestone Name

Module/Milestone Start Date: *First IPS Meeting date*

Deliverables:

- Phase 1: Configuration *[Meeting/Afterwork Complete]*
- Phase 2: Optimization *[Meeting/Afterwork Complete]*
- Phase 3: UAT *[Date Complete]*
- Phase 4: Go-Live *[Date Complete]*

Module/Milestone End Date: *Last (Go-Live) IPS Meeting Date*

Remarks/Notes:

Milestone/Milestone Owner:

Client Approval (SME)	First Due Approval (Product Specialist)
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

This sign-off indicates that the above-mentioned module has been configured to its minimum operating level and that all the deliverables associated with the module have been met to the satisfaction of the project team and stakeholders.

Sign Off Criteria (per module)
Implementation Manager

ID	Integration (System Name)	Used by:	What does the software do and how do we use it:	Description of the data exchange:	Direction of data flow: Bi-directional (both ways), Uni-Directional (T7 to T7)	Candidate Integration Mechanism	Event/Trigger	Informational: Data exchanged contains PHI, CIS or private security data? Yes/No	Volume	Prioritization Value (from 1 (lowest to 5 (highest priority))	MeSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
1	Workday	ALL	<p>Overview:</p> <p>Workday is a centralized solution for HR and Finance management.</p> <p>Current integration with Telestaff:</p> <p>Telestaff currently integrates with Workday to update DPD officer personal information twice daily. Every two weeks, Telestaff generates payroll files that the city finance department uses to process officer hours and overtime into Workday. This payroll cycle spans three days, during which multiple data extracts and corrections are performed in Telestaff until the final file is transferred to Workday.</p> <p>Future integration Needs:</p> <p>Currently, DPD and DSD do not have an integration with Workday, but this is essential for future operations. The vendor must collaborate all three agencies (DPD, DPD, DSD) to gain a comprehensive understanding of their specific requirements and develop a tailored solution that enhances operational efficiencies across existing processes.</p> <p>The integration should support:</p> <ul style="list-style-type: none">•Transmission of payroll reports to Workday after approval.•Receipt of error reports from Workday to ensure timely issue resolution and improve the payroll process	<p>Data from Workday to New Solution:</p> <p>Officer/Employee personal information including names, addresses, phone numbers, assignment information, employee ID number, service dates and more.</p> <p>Data from the New Solution to Workday:</p> <p>Payroll related information including schedule of hours worked, overtime, grant detail, off duty, sick leave taken, leave time used, shift differential, leave bank balances, and more.</p> <p>Payroll Reports should include the following data fields:</p> <p>DSD Payfile: Employee ID, SHR Badge #, Telestaff info, 4-digit time/absence code, short description of payroll code, assignment, working, date of work, total hours, date/time in, date/time out</p> <p>DPD/DPD Payfile: Employee ID, Empl. Rcd, Date of Transaction (MM-DD-YYYY), transaction code, hours, badge number associated with transaction, job code for acting pay, program code.</p>	Bidirectional	API	Daily	Yes	•DPD: rough estimate is 2000, let report see 7200 •BDI: 7k-8k, up to 1k if there's a holiday •BDI: 1-2 mags every 2 weeks	5	Must have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product's source code – so that it functions in a way that meets the City's specific business needs.	Custom Integration built to interact with the Workday system	First Due has extensive experience integrating with a wide range of products, including Workday and other payroll systems. First Due will provide the requested integration and create it after scoping and discovery.
2	Motorola Radio	ALL	<p>Overview:</p> <p>DPD utilizes a Motorola radio system for field communications and tracks radio assignments by LID (radio serial number), ensuring efficient communication and personnel accountability.</p> <p>Current integration:</p> <p>An SSS package retrieves a list of radio LIDs from the ESB Motorola radio database and updates Telestaff with officer badge numbers and corresponding LIDs, enabling accurate tracking.</p> <p>Future integration Needs:</p> <p>DSD and DPD plan to implement Motorola radio systems for similar purposes. Seamless integration across DPD, DSD, and DPD is essential for enhanced communication and operational efficiency. The new solution must generate audit reports to ensure data integrity, such as:</p> <ul style="list-style-type: none">•Officers with no LID•Officers with more than one LID.•Two officers with duplicate LIDs.	<p>Data from Motorola to New Solution:</p> <p>Officer badge number LID.</p> <p>Data from New Solution to Motorola:</p> <p>Audit Reports</p>	Bidirectional	API	Daily	No	Approx- 10k	4	Must have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product's source code – so that it functions in a way that meets the City's specific business needs.	Custom Integration built to interact with the Motorola Radio system	First Due will provide the requested integration and create it after scoping and discovery.
3	AD	ALL	<p>Overview:</p> <p>The City and County of Denver's enterprise-level authorization and authentication system is Active Directory.</p> <p>Current integration:</p> <p>Active Directory is currently integrated with DPD for authorization and authentication purposes.</p> <p>Future integration Needs:</p> <p>In the future, it is essential for all three agencies—DPD, DSD, and DPD—to have integration with Active Directory. This will enhance security and streamline access management across the organization.</p>	<p>Data from AD to New Solution:</p> <p>Email address Windows principal name (windows short login).</p>	Unidirectional (AD to New Solution)	API	Real-time	No	Approx- 7k	5	Must have	Out-of-the-Box	The solution meets the requirement as it, "out-of-the-box" functionality with no configuration or custom programming/coding.	SSO integration	First Due has extensive experience integrating with Active Directory and providing SSO integrations with Microsoft systems.
4	PictureLink	ALL	<p>Overview:</p> <p>PictureLink is a mugshot capture and storage software system primarily utilized by DSD to capture and manage images of inmates during the booking process.</p> <p>Current integration:</p> <p>PictureLink captures inmate photos for DSD and manages staff images for DPD, DSD, and DPD. When a officer or firefighter receives a building badge for facility access, PictureLink stores these images. Separate "buckets" ensure inmate and employee photos are stored independently, keeping employee images excluded from mugshot identification lists.</p> <p>Future integration Needs:</p> <p>DPD, DPD and DSD will continue using PictureLink for staff image capture and storage. This integration will attach these images to employee profiles within the new solution and allow printing of pictures with employee information on reports, enhancing identification and streamlining operations across all departments.</p>	<p>Data from PictureLink to New Solution:</p> <p>Badge # Pictures</p>	Unidirectional (PictureLink to New Solution)	API	Weekly	No	Approx- DPD:1500 DPD/DSD: 30-40/ month	2	Must have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product's source code – so that it functions in a way that meets the City's specific business needs.	(TBD) per scope	First Due can likely handle this in a number of ways that may require small manual processes. However, we are happy to review this during the discovery phase of the project to determine if this can be accomplished via automation.
5	Themis	DPD	<p>Overview:</p> <p>Themis is the case management system used by county courts to organize and process legal cases. It provides tools for managing case schedules, documents, and communications between law enforcement and the courts.</p> <p>Current integration:</p> <p>Themis integrates with DPD by receiving officer rosters and scheduled leave information to support court case scheduling. An SSS package generates a flat file with this data, which is placed in a shared folder for the court system to access.</p> <p>Future integration:</p> <p>This integration is essential for optimizing court schedules and ensuring all relevant personnel are informed.</p>	<p>Data from New Solution to Themis:</p> <p>Roster: Officer names Badge number Rank Term Date Assignment Email address</p> <p>Days off: Badge number Days off</p>	Unidirectional (New Solution to Themis)	API	Daily	No	Roster: 300k daily Days off: 800 k weekly	3	Must have	Out-of-the-Box	The solution meets the requirement as it, "out-of-the-box" functionality with no configuration or custom programming/coding.	First Due Reporting System	First Due's reporting system can provide automated reporting via SFTP export. These files can be created in flat file formats and sent to the integrated system.
6	Action (DAO)	DPD	<p>Overview:</p> <p>Action is the case management system used by the District Attorney to streamline legal case handling. It manages case files, evidence, and communications, improving the efficiency of prosecutorial processes.</p> <p>Current integration:</p> <p>Action integrates with DPD by receiving officer rosters and scheduled leave information to assist with court case scheduling. An SSS package generates a flat file containing this data, which is then made available to the district attorney's office.</p> <p>Future integration Needs:</p> <p>This integration will be vital for ensuring that all the District Attorney has access to the most current information.</p>	<p>Data from New Solution to Action:</p> <p>Roster: Officer names Badge number Rank Term Date Assignment Email address</p> <p>Days off: Badge number Days off Leave Date</p>	Unidirectional (New Solution to Action)	API	Daily	No	Approx- Roster: 350k daily Days off: 800k weekly Jan 1st: 1-5 megabytes based	3	Must have	Out-of-the-Box	The solution meets the requirement as it, "out-of-the-box" functionality with no configuration or custom programming/coding.	First Due Reporting System	First Due's reporting system can provide automated reporting via SFTP export. These files can be created in flat file formats and sent to the integrated system.
7	IAPro	DPD	<p>Overview:</p> <p>IAPro is used by DPD to manage internal investigations and track disciplinary actions. It provides tools for documenting cases, maintaining records, and ensuring departmental accountability.</p> <p>Current integration:</p> <p>IAPro currently integrates with Telestaff via an SSS package that updates IAPro with relevant personnel information, helping to maintain accurate records for investigations and disciplinary actions.</p> <p>Future integration Needs:</p> <p>DPD requires this integration to occur daily to ensure that IAPro has the most current information, enhancing the effectiveness of internal investigations and improving departmental transparency and accountability.</p>	<p>Data from New Solution to IAPro:</p> <p>Officer first name, middle initial, last name Full home address Race Hire date Term date Status Date of birth Gender Badge number Desk and city issues mobile phone number City email address City employee ID# Department assignment date</p>	Unidirectional (New Solution to IAPro)	API	Daily	Yes	approx: 1500 records	3	Must have	Out-of-the-Box	The solution meets the requirement as it, "out-of-the-box" functionality with no configuration or custom programming/coding.	First Due Reporting System	First Due's reporting system can provide automated reporting via SFTP export. These files can be created in flat file formats and sent to the integrated system.
8	Subpoena System	DPD	<p>Overview:</p> <p>DPD uses a custom subpoena tracking system with a backend built on MS SQL 2000.</p> <p>Current integration:</p> <p>The system is updated with officer information from Telestaff via an SSS package. The Subpoena system is currently going out for an RFI to explore potential replacements, which may require integrating with a new system in the future. Telestaff does not receive data from the Subpoena system.</p> <p>Future integration Needs:</p> <p>DPD will continue to need this integration, and DSD may require access to the system as well. Seamless integration with any new system that replaces the current Subpoena system will be essential for maintaining operational efficiency.</p>	<p>Data from New Solution to Subpoena:</p> <p>Name Badge Phone numbers Officer scheduled hours Scheduled leave time</p>	Unidirectional (New Solution to Subpoena)	API	Daily	No	approx: 1500 records	4	Must have	Out-of-the-Box	The solution meets the requirement as it, "out-of-the-box" functionality with no configuration or custom programming/coding.	First Due Reporting System	First Due's reporting system can provide automated reporting via SFTP export. These files can be created in flat file formats and sent to the integrated system.
9	Victims Assistance Unit Case Mgmt Database (VAUCMD)	DPD	<p>Overview:</p> <p>The Crisis Services Division uses the VAUCMD as their case management system.</p> <p>Current integration with Telestaff:</p> <p>Telestaff currently sends officer name, rank, and assignment data to the VAUCMD daily via an SSS package. This integration may not be needed in the next six months if the application is discontinued.</p> <p>Future integration Needs:</p> <p>Ongoing integration with VAUCMD is crucial for effective case management and support services within the Crisis Services Division. Maintaining and improving this integration will be essential.</p>	<p>Data from New Solution to VAUCMD:</p> <p>Officer name Rank Assignment data Desk phone number Term date Email address</p>	Unidirectional (New Solution to VAU)	API	Daily	No	approx: 1500 records	2	Must have	Out-of-the-Box	The solution meets the requirement as it, "out-of-the-box" functionality with no configuration or custom programming/coding.	First Due Reporting System	First Due's reporting system can provide automated reporting via SFTP export. These files can be created in flat file formats and sent to the integrated system.

ID	Integration (System Name)	Used by:	What does the software do and how do we use it:	Description of the data exchange:	Direction of data flow: Bi-directional (both ways), Uni-Directional (?? to ??)	Candidate Integration Mechanism	Event/Trigger	Informational: Data exchanged contains PHI, CUI or private security data Yes/No	Volume	Prioritization Value (How it scores vs 5 highest priority)	McSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
10	TC Max	DPD	<p>Overview:</p> <p>TC Max is used by DPD to track equipment issued to officers, ensuring its return upon separation or retirement.</p> <p>Current Integration:</p> <p>Currently, TC Max relies on manual processes, including quarterly emails to officers with data from Telestaff. This process often results in outdated information. A report runs quarterly, sending an email to each active officer detailing the inventory items issued to them. This report combines data from TC Max and Telestaff, but currently retrieves only the email address and rank from Telestaff.</p> <p>Future Integration Needs:</p> <p>An integration with the new solution is needed to automatically update officer data in TC Max, improving data accuracy and reducing discrepancies during officer separations.</p>	<p>Data from New Solution to TC Max:</p> <p>Officer names Assignment data Desk and city issued cell phone numbers Rank Other relevant data</p>	Unidirectional (New Solution to TC Max)	API	Daily	No	approx: 1500 records	2	Must have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	First Due Reporting System	First Due's reporting system can provide automated reporting via SFTP export. These files can be created in flat file formats and sent to the integrated system.
11	Tablet Command	DFD	<p>Overview:</p> <p>Tablet Command is an incident management platform that displays live status and location of Denver Fire Department (DFD) units, including trucks and engines, as well as ongoing incidents. It provides real-time visibility into unit assignments and assists in deploying units during operations.</p> <p>Current Integration:</p> <p>Tablet Command currently interacts indirectly Telestaff through an XML file that contains the daily roster (who is working, when, and where). This file is generated by Telestaff and sent to the DFDWeb for operational use.</p> <p>Future Integration Needs:</p> <p>Direct integration between Tablet Command and the new solution is essential to streamline roster updates, improve real-time personnel tracking, and enhance incident command functionality. This will reduce manual processes and improve data flow for better coordination across the DFD.</p>	<p>Data from New Solution to Tablet Command:</p> <p>Name Unit Shift hours Work code Other relevant data</p>	Unidirectional (New Solution to Tablet Command)	API	Every 5 minutes	No	DFD - 550 records	5	Must have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Integrating with Tablet Commands API with First Due.	First Due has API connection available for various systems, including Tablet Command. We will work with you and Tablet Command to provide this integration.
12	ESO	DFD	<p>Overview:</p> <p>ESO is a database that stores detailed information on past incidents, including incident names, medical care provided, nature codes, response times, and other relevant data.</p> <p>Current Integration:</p> <p>ESO indirectly interacts with Telestaff via an XML file that contains the daily roster (who is working, when, and where) which is sent to the DFDWeb.</p> <p>Future Integration Needs:</p> <p>A direct integration is needed to streamline data handling, improve incident record information and reducing manual data transfers. This will enhance incident reporting and analysis workflows.</p>	<p>Data from New Solution to ESO:</p> <p>Name Unit Shift hours Work code Other relevant data</p>	Unidirectional (New Solution to ESO)	API	Every 5 minutes	No	DFD - 550 records	5	Must have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	First Due Reporting System	First Due's reporting system can provide automated reporting via SFTP export. These files can be created in flat file formats and sent to the integrated system.
13	DFD Web	DFD	<p>Overview:</p> <p>DFDWeb is an internal site used by Denver Fire Department members for staffing reports, vacation selections, filing reports, and monitoring rigs and incidents in real-time. It also provides tools for payroll, accruals, and acts as a liaison between third-party systems and department members.</p> <p>Current Integration:</p> <p>DFDWeb currently queries Telestaff for custom reports, providing tools like live city coverage, reporting, and vacation reselection.</p> <p>Future Integration Needs:</p> <p>Data from the new solution will be sent to DFDWeb, including roster details (names, units, shift hours). The ability to query the database, handle on-demand assignment changes, and automate address integration will be essential.</p> <p>Bidirectional integration is needed:</p> <p>From the new solution to DFDWeb for custom reports (staffing, accruals, etc.). From DFDWeb to the new solution for minor data changes (e.g., vacation adjustments).</p>	<p>Data from New Solution to DFD Web:</p> <p>Name Unit Shift hours Work code Accruals Other relevant data</p> <p>Data from DFD Web to New Solution:</p> <p>Vacation adjustments Other relevant data</p>	Bidirectional	API	On Demand	No	Roster: 550 Payroll records: 7000+	4	Must have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	First Due Reporting System	These reports can be created natively within First Due. We are proposing to replace the functionality that DFD web currently provides.

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
1	Functional	DPD/DSD/DFD - Line Level Officer - Calendar entries (1st Process flow)		As a Line Level Officer, I need the ability to review my leave bank and off-duty roster, and to create leave requests within the system. The requests should automatically route to my supervisor for approval, and I should receive notifications of their decision within the system. This functionality should account for different types of accruals, such as sick leave, vacation time, days off, holidays, etc...				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.>
1.1	Functional	View Profile	1.1	As an Officer, I need the ability to view my profile within the system without the ability to modify it, so I can easily access my personal and employment - related information. (DFD- will allow their Firefighters to update their own phone number in the system.)	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Personnel	All users have a personnel profile where they can update and view their information.
1.2	Functional	View Leave Bank	1.1	As an Officer, I need the ability to view my leave banks, including details for sick time, vacation time, and other accruals, so that I can verify that I have sufficient time available before submitting a leave request. (Note: The system currently supports approximately 40 different leave banks)	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	Users can view their leave banks via the Scheduling module. These can include several types of accruals and leave banks. First Due can meet your requirements for approximately 40 different leave banks.
1.3	Functional	Create Calendar Entries	1.4	As an Officer, I need the ability to create and submit requests for time off-- such as days off, over-time, sick leave/comp, and holidays -- within the system. These requests should be automatically routed to my supervisor for approval, modification or denial. This functionality should cover all types of work codes, including working, non-working, and tracking codes. (Note: currently, only supervisors can submit sick leave requests for officer in DPD.)	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement. Requests for time off can be created and submitted within the system and are automatically routed to supervisors for approval, modification or denial. All work codes can be applied.
1.4	Functional	Off-duty Roster/Details	1.5	As an Officer, I need the ability to view the off-duty roster/Details, including job locations, and to add myself to open positions by specifying hours wanting to work so that it creates a corresponding calendar entry.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement.
1.5	Functional	Flexible Daily Schedule	1.50	As an Officer, I want the ability to change my working hours as needed on a daily basis, so that I can adjust my working hours according to the needs of the department and ensure that my schedule is accurately reflected in the system for each day. (I.e. Flexing, Training, etc..)	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	Working hours and schedule requirements/needs can be updated and reflected in the module.
1.6	Functional	Review Leave/days off request	1.6, 1.7, 1.8	As a Supervisor, I need the ability to review all submitted leave or day off requests and approve or deny them based on department policies and available accruals.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement.
1.7	Functional	Modify request	1.9	As a Supervisor, I need the ability to modify submitted leave requests to ensure they meet approval criteria before final approval, allowing for adjustments when necessary.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	Workflows can be created regarding all approval criteria and leave requests.
1.8	Functional	Change status of request	1.10	As a Supervisor, I need the ability to update the status of a leave request to either approved or denied, which should trigger a notification to the officer and update their calendar accordingly.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement.
1.9	Functional	Notification of Request Status	1.11	As an Officer, I need to receive notifications regarding the status of my request, so I am promptly informed whether it has been approved or denied.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement. Notifications are sent directly to users connected to requests (i.e. the requestor or the reviewer).

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
1.10	Functional	Email Notification of Request Status	1.11	As an Officer, I need the system to automatically send an email and/or in app notification regarding the status of my request, so I am promptly informed whether it has been approved or denied.	Could Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement. Notifications are sent directly to users connected to requests (i.e. the requestor or the reviewer).
1.11	Functional	Automatically Update Calendar	1.11	As an Officer, I need the system to automatically update my calendar with the approved time off once my leave request is approved, ensuring my schedule reflects accurate leave information.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement.
1.12	Functional	Automatically denied	1.12	As an Officer, I need the system to automatically deny my leave request if there isn't enough accrued time in the bank, and notify me of the denial so I can take appropriate action.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement.
2	Functional	DPD/DFD - Line Level Officer - Saved Holiday/Vacation Selection Process (2nd Process flow)		As a Line Level Officer/Firefighter, I need the ability to participate in a holiday selection process, where I can view available holiday/vacation days and submit my choices (DPD-for up to four holidays annually)(DFD- can select up to max vacation hours in bank in 24 hours block). This selection process will help allocate holiday/vacation time to my holiday bank efficiently. Future functionality should extend to DSD for shift and vacation selection.				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
2.1	Functional	View holidays - DPD/DFD	2.1, 2.2	As an Officer, I need the ability to view the saved holidays (open vacation days -DFD) for the following year, so that I know what is available.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement. Holidays and requested (and approved) vacation days can be reviewed.
2.2	Functional	Holidays (Vacation) Selected - DPD/DFD	2.3	As an Officer, I need the ability to select and submit my holidays (vacation days- DFD) choices so that they are recorded in the system and reflected accurately in my holiday bank for the next year. (DPD can select up to 4 holidays) (DFD can select as many days as they have in their bank.)	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement. Choices are recorded and reflected accurately in your holiday bank or request bank.
2.3	Functional	Auto approve saved holiday selections - DPD/DFD	2.4	As an Officer, I need the system to automatically approve submitted holidays (vacation -DFD) selections and send me a notification, while also updating my calendar to show the saved holidays.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement. Workflows can be created for automated approvals.
2.4	Functional	Open Vacation Days - DFD		As a firefighter, I need the system to display open and available days for vacation selection, in accordance with business rules and my schedule, so I can plan my time off for the following year. This vacation selection period takes place annually during the month of November.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement. Workflows can be created for vacation selections and schedules.
2.5	Functional	Convert ASL time - DFD		As a firefighter, I need the ability within the system to select whether I want to convert my ASL time into vacation time, cash, or other available pay codes, giving me flexibility in how I use my accrued time. Once selected, the chosen amount should be automatically allocated to the respective bank. This selection process occurs every October.	Must Have	Future Release	The current version of the solution cannot meet the requirement "Out of the Box" or "With Configuration" but will be able to with a scheduled, future release of the product.	Scheduling	First Due will work with Denver to provide this functionality in the future. We can provide this before EOD 2026.
2.6	Functional	Reselection Vacation Process - DFD		As a firefighter, starting mid-December and continuing into the following year, I need the ability to view open vacation days in the system, select days I want to exchange, and choose new days. I should be able to swap multiple days at once and submit my request, allowing for flexible management of my vacation schedule.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement. Open days can viewed and selections can be made (such as swaps, exchanges, etc...) with those days.
2.7	Functional	Holiday Bank/Paid Selection - DSD		As a Scheduling Admin, I need the ability to choose between "banked" or "paid" for each new recruit holiday so that their preference is set for the year.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	Administrators can designated these requests and information.

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
2.8	Functional	Automatic Holiday Populate		As a DSD Deputy, I want the system to automatically populate holidays in my calendar at the beginning of each year so that I know when all the holidays are.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement.
2.9	Functional	Automatic Holiday Updates		As a DSD Deputy, I want the system to automatically apply "holiday comp earned" or "holiday comp paid" based on my selection for each holiday so that my holiday records are updated without manual entry.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	Workflows can be created to automatically apply various holiday requirements (i.e. comp earned or comp paid).
2.10	Functional	View Shift Selection -DSD	2.5	As an DSD Deputy, I need the ability to view available shift openings so that I can select my preferred shifts.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement
2.11	Functional	Select Desired Shifts - DSD	2.6	As an DSD Deputy, I need the ability to prioritize and select my desired shifts by ranking them from 1-28, so that I can clearly indicate my preferences.	Must Have	Future Release	The current version of the solution cannot meet the requirement "Out of the Box" or "With Configuration" but will be able to with a scheduled, future release of the product.	Scheduling	First Due has station choice and shift prioritization features coming that will be rolled out to Denver by EOD 2025.
2.12	Functional	Submit a bid - DSD	2.7	As an DSD Deputy, I need the ability to submit my prioritized shift selections so that my shift bid can be processed.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement
2.13	Functional	Notification of shift bid submittal -DSD	2.8	As an DSD Deputy, I need to receive a confirmation notification after submitting my shift bid, so that I know my submission was successful	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement
2.14	Functional	Reviews and triggers system - DSD	2.9	As a Scheduling Unit, I need the ability to review all submitted shift bids and trigger the system to process the bidding, so that shift assignments can be generated.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement. Administrators or supervisors (specific roles with approvals) can review submissions and trigger processing to generate assignments.
2.15	Functional	Runs shift bid list - DSD	2.10	As a Scheduling Unit, I need the system to process the shift bids using an algorithm that assigns shifts based on seniority and availability, ensuring equitable shift allocation.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	Our system can create workflows and settings to assign shifts based on various requirements. This includes seniority, availability and more.

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
2.16	Functional	Notification that Shift Bid List is ready - DSD	2.11, 2.12,2.14	As a Scheduling Unit, I need to receive a notification when the shift bid list is ready for review, so that I can assess the bid results and make any necessary manual adjustments.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement
2.17	Functional	Notify all Deputies of their new shift - DSD	2.15	As a Scheduling Unit, I need the ability to trigger the system to send out notifications to all Deputies regarding their new shift assignments, ensuring timely communication.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement. Notifications can be tied to specific actions and designated to send to specific users.
2.18	Functional	Sends Notifications about New Shift Assigned - DSD	2.16,2.17	The system shall send notifications to all Deputies with details of their assigned shifts so that each Deputy can review their new schedule.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement. Notifications can be tied to specific actions and designated to send to specific users.
2.19	Functional	Waitlist for shifts - DSD	2.18,2.19	As a DSD Deputy, I need the ability to request placement on a waitlist for a desired shift, so that I have a chance to fill it if it becomes available.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement.
2.20	Functional	Review Waitlists - DSD	2.20	As a Scheduling Unit, I need the ability to review the shift waitlist throughout the year so that I can decide if and when to move someone into an open shift.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement.
2.21	Functional	Remove from Waitlist	2.21	As a Scheduling Unit, I need the ability to remove an individual from the waitlist once they've been assigned their desired shift, ensuring waitlist accuracy.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement.
2.22	Functional	Send and Receive notification for new assigned shift - DSD	2.22, 2.23	As a Scheduling Unit, I need the ability to send a notification to a Deputy when they have been moved off the waitlist and into their desired shift, so they are informed of the change.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement. Notification workflows can be created for waitlists and changes to users on that list.
2.23	Functional	Vacation and Sick Accrual Management - DFD		The solution shall support the import of DFD's vacation and sick leave accrual files to ensure accurate tracking of time off. This process includes: --Annual import of the vacation accrual file (file size: 450k) --Monthly import of the sick leave accrual file (file size: 85k)	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement.
2.24	Functional	Accrued Time Usage Rules - DFD		The solution shall enforce DFD's policy where members can only request to use accrued time for the following year (e.g., time accrued in 2023 can be used in 2024), but cannot use time accrued in the current year for vacation within the same year.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due can create workflows to meet this requirement.
3	Functional	DPD - Supervisor - Calendar entries for subordinates (3rd Process Flow)		As a Supervisor, I need the ability to create and update entries for my subordinates to document absences, leave time, and overtime worked so that rosters and leave banks accurately reflect officers' schedules.				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
3.1	Functional	View LLO list of requests for time-off	3.1	As a Supervisor, I need to access a list of pending requests such as time off, over-time, sick/comp leave, LWOP (suspensions, military pay, FMLA), modified duty, bank accruals and holidays for my reports so that I can review, approve, modify or deny them promptly.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	Supervisors can review pending requests for various issues and have the ability to review, approve, modify and deny them.

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
3.2	Functional	Prevent Negative Leave Bank Balances	3.3	When submitting an entry, if there is not enough time available, the system should prevent negative leave bank balances to ensure accurate records. <i>For example: if an officer has 5 hours of accrued time and submits a request for 8 hours. The system will deny the request and the officer will have to resubmit for the 5 hours only or chose a different leave bank.</i>	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement
3.3	Functional	Create Calendar Entries	3.4	As a Supervisor/Admin, I need to create calendar entries for requests such as time off, over-time, sick/comp leave, LWOP (suspensions, military pay, FMLA), modified duty, bank accruals and holidays for my subordinates so that rosters and leave banks are updated accurately. <i>(There may be more types of calendar entries.)</i>	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	Supervisors or Admin can create entires for various requests. This includes all noted calendar entries and more can be created and added as your requirements change.
3.4	Functional	Manage assignments	3.4	As a Supervisor, I need to manage duty assignments and shift hours for my subordinates so that the unit's staffing and roster views are accurately reflected.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement
3.5	Functional	View Leave Bank Balances	3.5	As a Supervisor, I need to view the leave bank balances for all officers to verify if they have sufficient time available for their requests and ensure no leave bank falls into a negative state. This allows me to identify alternative leave banks when processing time-off requests and verify bank maximums for compensatory time requests.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement. Balanaces can be reviewed by supervisors for all users connected to your supervisor.
3.6	Functional	Delegate authority		As a Supervisor, I need to delegate my authority to another user so that they can fulfill all supervisor duties in my absence.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	Administrators can delegate requirements to another user in the absence of a supervisor.
3.7	Functional	Acting Pay for Temporary Higher-Rank Assignment		As an Officer, when I am assigned to perform duties in a higher-rank position, I want the system to automatically calculate and provide the appropriate acting pay based on the rank and the duration of the assignment, so that I am fairly compensated for my temporary increased responsibilities.	Must Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product's source code – so	Scheduling	First Due will work with Denver to configure the work codes to match the codes in workday.
3.8	Functional	Adding Work Code to Multiple Officer Calendars		As a Supervisor/Admin, I need the ability to add a work code to multiple officer calendars at one-time so that I don't have to do each officer individually.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	Work codes can be assigned to officers and calendars in groups.
3.9	Functional	Notification of Entry for Leave Without Pay	3.11, 3.17	As a Supervisor, I need the system to send a notification to the officer when I submit an entry for leave without pay so that they are informed of the action taken.	Could Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	Workflows can be developed to provide notifications when actions are taken
3.10	Functional	Automatic Sick Leave Validation and Approval - DSD	3.15	As a DSD Supervisor, I need the system to automatically validate an officer's sick leave balance when I input a sick leave request so that if the balance is sufficient, the request is automatically approved, entered as sick time, and the officer is notified.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement
3.11	Functional	Flagging Insufficient Sick Leave - DSD	3.16	As a DSD Supervisor, I want the system to flag insufficient sick leave balances as unauthorized leave without pay so that any unapproved leave is accurately reflected, and the officer is informed of the status.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement
3.12	Functional	Remove from Calendar - DSD	3.17	As a DSD Supervisor, I need the system to automatically remove a Deputy from the schedule when they report a sick day, and send a notification to the affected officer confirming the update.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	
3.13	Functional	Overtime Conversion for Unpaid Leave - DSD		As a Supervisor, I want the ability to convert overtime worked into regular hours to cover unpaid leave, ensuring I can make up for any unauthorized leave due to insufficient sick time.	Must Have	Cannot Meet	The product cannot meet the requirement "Out-of-the-Box", "With Configuration", "With Custom Programming" or with a "Future Release".		Our experience with this conversion is that it is best solved by the clients payroll provider and not their scheduling solution.

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
3.14	Functional	Overtime Sign-Up Timestamp and List Creation - DSD		As a Supervisor, I need the system to timestamp overtime sign-ups down to the millisecond and automatically generate an ordered list based on the exact sign-up time to ensure the fairness and accuracy of overtime assignments.	Must Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the	Scheduling	First Due can provide various overtime requirements, including time stamps. Further scoping is required to understand the exact process used.
3.15	Functional	Assign Officers to a Single Shift Assignment - DSD		As a Supervisor, I need the system to assign officers to a single task or role for the entire duration of their shift so that operational consistency is maintained throughout the shift.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.	Scheduling	Tasks or roles can be assigned to officers through the system
3.16	Functional	Flexible Officer Reassignments - DSD		As a Supervisor, I need the ability to reassign officers to different tasks during their shift to adapt to operational needs, unexpected events, or coverage gaps.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement
3.17	Functional	Officer Assignment Preferences - DSD		As a Scheduling Supervisor, I need the system to incorporate officers’ assignment preferences into the scheduling process to balance operational needs with individual preferences, ensuring higher satisfaction and better task performance.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.	Scheduling	Assignment preferences can be reviewed and included in the scheduling process
3.18	Functional	Chief’s Verification of Sick Leave Hours - DFD	3.20	As a Chief, I need to receive and verify sick leave requests by checking the firefighter’s leave bank to determine if they have sufficient hours available before approving the request.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement
3.19	Functional	Insufficient Hours – Leave Without Pay Notification - DFD	3.23	As a Chief, I need to notify the firefighter if no additional leave hours are available, so they are informed that the time off will need to be worked out or will be marked as leave without pay.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement
3.20	Functional	Automatic Approval for Sufficient Hours - DFD	3.24	As a Chief, I need the system to automatically approve sick leave if the firefighter has enough hours in their sick leave bank so that I can streamline the approval process and notify the firefighter.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement
4	Functional	DPD/DSD/DFD - Supervisor - Create Rosters for their unit (4th Process Flow)		As a Supervisor, I need the ability to create and manage and track rosters for my unit, ensuring effective communication and accurate reporting of staffing needs.				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the
4.1	Functional	Run and Generate Rosters	4.1, 4.6	As a Supervisor, I need the ability to set parameters and generate up-to-date staffing rosters that reflect the current needs of the unit. Examples of rosters include Detail Roster, Seniority Roster, and Roster by Badge.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement. Parameteres can be set up to generate rosters
4.2	Functional	Pre-populate Rosters	4.1, 4.6	As a Supervisor, I need the system to automatically pre-populate roster data fields such as officer names, assignments, certifications, and shift timings, reducing manual data entry and ensuring accuracy.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement. Information can be pre-populated in the system.
4.3	Functional	Access Roster View with Officer Certifications	4.1, 4.6	As a Supervisor, I need the ability to view a roster that includes officer certifications, so that I can assess staffing needs and assign roles based on officer qualifications and ensure all operational requirements are met.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.	Scheduling & Personnel	Offer certifications and other information will be tied to a personnel record which can be viewed when creating rosters.
4.4	Functional	Modify Roster	4.3, 4.8, 4.14	As a Supervisor, I need the ability to modify rosters quickly and efficiently to ensure all shifts are adequately staffed and any scheduling conflicts or gaps are addressed.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.	Scheduling	Rosters can be modified quickly and efficiently by supervisors or administrators.
4.5	Functional	Automatically Update Officers Calendars	4.3, 4.8, 4.10, 4.15	As a Supervisor, when I modify the roster, I need the system to automatically update my officers’ calendars so that the latest changes are reflected accurately.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
4.6	Functional	Real-Time Roster Updates	4.9, 4.3	As a Supervisor, I need the system to reflect real-time changes to the roster, such as call-ins, sick leave, or emergency reassignment, ensuring the roster remains up-to-date throughout the day.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement
4.7	Functional	Roster Approval Workflow	4.13	As a Supervisor, I need the ability to review the modified roster, ensuring that final schedules are verified before distribution.	Could Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement
4.8	Functional	Distribute Roster	4.5, 4.16	As a Supervisor, I need the ability to distribute both current or past rosters via email and/or within the system to 911, other supervisors, and command staff to ensure that city-wide staffing information is communicated promptly.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement
4.9	Functional	Roster Conflict Detection		As a Supervisor, I need the system to detect conflicts in the roster (e.g., double assignments, insufficient coverage) and notify me so that I can resolve them before finalizing the roster.	Could Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement
4.10	Functional	3 Day Edit Time Period		As a DSD Admin, three days after the roster has been approved, I need the ability to lock down certain editing capabilities, restricting changes to certain roles to maintain roster stability.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	Administrator capabilities can be widely set, which includes locking edit capabilities or restricting changes to certain users or groupings.
4.11	Functional	Roster Templates		As a Supervisor, I need the ability to create, save, and reuse roster templates so that staffing schedules can be generated quickly based on standard shift patterns and typical staffing needs.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement. Roster templates can be saved and reused.

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
5	Functional	Minimum Staffing Report/Dashboard: DPD/DFD Supervisor - Staffing Review <i>Process flow #5</i>		DPD: Supervisors need the ability to view 28+ days at a time to ensure no staffing shortages. Today scheduling data (e.g., work codes, dates, and personnel) from Telestaff is sent to Greensheet application real-time via a directly linked/application to calculate minimum staffing levels, based on who is working and on leave. . Please refer to Attachment F - DPD Minimum Staffing Greensheet Example for an example report. DFD: Requires the ability to generate an interactive report with drill-down capabilities, displaying daily minimum staffing requirements, the number of officers scheduled per department, and indicators showing whether staffing levels meet, exceed, or fall below the minimum requirement. The report should also be segmented by district, and other relevant criteria. Please refer to Attachment G - DFD Minimum Staffing Report Example for an example report. DSD would like to use this functionality in the future.	Must Have	Out-of-the-Box		<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
5.1	Functional	Creating a List of Officers (28-Day View) - DPD	5.00	As a supervisor, I need to generate a list of officers for a 28-day period that shows minimum staffing levels, including badge number, officer name, and work codes/status (e.g., scheduled to work or off). At the bottom of the list, I want to display: --Minimum staffing requirements per day --Number of officers scheduled to work --An indication of whether the staffing meets, exceeds, or falls below the minimum requirement (Vendor should work with CCD to suggest and/or create the proper format.)	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Reporting	All data within First Due can be reported on through our Ad-Hoc reporting tool. Reports to meet these requirements can be created, and will be reviewed during the Discovery phase of each agencies implementation.
5.2	Functional	Data Selection for Staffing List	5.2, 5.3	As a Supervisor, I need to manually select data by district, unit, and shift, and enter the minimum staffing requirements for each of the 28 days. This selection should offer a dropdown for each category and allow me to choose multiple units or shifts.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Reporting	All data within First Due can be reported on through our Ad-Hoc reporting tool. Reports to meet these requirements can be created, and will be reviewed during the Discovery phase of each agencies implementation.
5.3	Functional	Generate Staffing List	5.4	As a Supervisor, I need the system to generate a list of officers schedules, staffing totals, and minimum staffing requirements based on the selected district, unit, and shift.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom	Reporting	All data within First Due can be reported on through our Ad-Hoc reporting tool. Reports to meet these requirements can be created, and will be reviewed during the Discovery phase of each agencies implementation.
5.4	Functional	Submit report to Lieutenant	5.7	As a Supervisor, I want to submit the generated staffing list to my Lieutenant for review. Upon approval, the list will be finalized, or if denied, I will receive feedback for revisions.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom	Reporting	When reports are sent for approvals, feedback can be included to ensure revisions are made.
5.5	Functional	Approve/Deny Staffing List	5.8, 5.9	As a Lieutenant, I need the ability to approve or deny the submitted staffing list. If denied, the list will be sent back to the Supervisor with required changes. A notification will be sent to the Supervisor with the outcome	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom	Scheduling	First Due meets this requirement
5.6	Functional	Publish Final List	5.11, 5.12	As a Lieutenant, once the list is approved, I want it to be published on the dashboard, and the Supervisor notified to ensure all relevant personnel are aware of the finalized list.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom	Scheduling	First Due meets this requirement
5.7	Functional	Real-Time Staffing Dashboard	5.11	As a Supervisor, I need a real-time dashboard that displays current staffing levels, minimum staffing requirements, and authorized strength, allowing me to monitor and manage staffing effectively.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom	Scheduling	First Due can configure a wide range of dashboards to meet Denver's needs.
5.8	Functional	Printing the report/GreenSheet		As a supervisor, I need the ability to print the generated list on a single page or multiple pages, so it can be posted on the wall and used as a reference tool.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom	Scheduling	Reports can be run to print lists out so they can be physically posted
5.9	Functional	Auto-populate Dates		The system should automatically populate the current 28-day period using the DPD Period Calendar (13 periods each year), displaying the start and end dates.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom	Scheduling	PD calendars can be configured so that 28-day periods can be populated

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
5.10	Functional	Modify dates for 28- Day Period		As a Supervisor, I need the ability to change the start and end dates to review different 28-day period as needed.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom	Scheduling	Start and end dates can be set according to each periods requirements
5.11	Functional	Unapproved Days Off Management		As a Supervisor, I need the system to display unapproved days off requests so that I can review and either approve or deny them, ensuring the list remains accurate.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom	Scheduling	First Due meets this requirement
5.12	Functional	Minimum Staffing Overview - DFD		As DFD, I need the ability to view a daily report that shows minimum staffing requirements, the actual number of scheduled officers per district, and other relevant data. (See Attachment G Minimum Staffing Report Example as an example of the report they use today.)	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Reporting	All data within First Due can be reported on through our Ad-Hoc reporting tool. Reports to meet these requirements can be created, and will be reviewed during the Discovery phase of each agencies implementation.
5.13	Functional	Role-Based Staffing Insights - DFD		As DFD, I need the report to break down staffing levels by roles within each district, so that I can ensure that minimum staffing requirements are met not only by headcount but also by required roles.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom	Reporting	All data within First Due can be reported on through our Ad-Hoc reporting tool. Reports to meet these requirements can be created, and will be reviewed during the Discovery phase of each agencies implementation.
5.14	Functional	Drill-Down into Staffing Details - DFD		As DFD, I need the ability to drill down into individual staffing data on the report, so that I can see specific details about which officers are scheduled, their roles, and any potential gaps in critical positions.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom	Reporting	All data within First Due can be reported on through our Ad-Hoc reporting tool. Reports to meet these requirements can be created, and will be reviewed during the Discovery phase of each agencies implementation.
5.15	Functional	Trend Analysis for Staffing Requirements - DFD		As DFD, I need access to historical staffing data through the report, so that I can analyze trends and adjust future scheduling to better meet or exceed minimum staffing requirements.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom	Reporting	All data within First Due can be reported on through our Ad-Hoc reporting tool. Reports to meet these requirements can be created, and will be reviewed during the Discovery phase of each agencies implementation.
5.16	Functional	Real-Time Staffing Adjustments - DFD		As DFD, I need the report to update in real-time or near-real-time as schedules are modified, so that I can ensure up-to-the-minute accuracy in staffing compliance and make quick adjustments as necessary.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom	Reporting	All data within First Due can be reported on through our Ad-Hoc reporting tool. Reports to meet these requirements can be created, and will be reviewed during the Discovery phase of each agencies implementation.
6	Functional	Off Duty Employment (Secondary Employment) - DPD/DSD (Process flow #6)		As a Secondary employment employee, I need a comprehensive solution to input, manage, and track off-duty employment contracts. The system should cover all aspects, from job authorizations (including dates, responsible scheduling officer, and any required certifications) to actual hours worked, replacing the current manual MS Access Contract database process. This will reduce manual errors, improve efficiency, and ensure seamless integration and tracking of job-related information.				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
6.1	Functional	Contract Input and Management	6.1	As a Secondary Employment employee, I need the ability to input, manage and review contracts with details such as dates, duration, staffing numbers, job titles and whether it is non-dept paid or dept paid, so that all off-duty employment jobs are tracked and managed efficiently.	Must Have	Future Release	The current version of the solution cannot meet the requirement "Out of the Box" or "With Configuration" but will be able to with a	Contract Management Tool	We are developing a comprehensive contract management tool and will have it available for Denver's agencies to use by EOY 2025.
6.2	Functional	Review and Approval of Contracts	6.4, 6.5, 6.6, 6.7	As a Secondary Employment employee, I need the ability to review contracts in the system and either approve or deny them, so that the Scheduling Officer is notified and can proceed with assigning an Officer to the job as necessary.	Must Have	Future Release	The current version of the solution cannot meet the requirement "Out of the Box" or "With Configuration" but will be able to with a	Contract Management Tool	We are developing a comprehensive contract management tool and will have it available for Denver's agencies to use by EOY 2025.
6.3	Functional	Notifications and Alerts for Contract Status	6.8, 6.12	As a Scheduling Officer, I want to receive notifications when a contract is approved or denied, so that I can notify the business of the outcome and assign an off-duty officer if needed.	Must Have	Future Release	The current version of the solution cannot meet the requirement "Out of the Box" or "With Configuration" but will be able to with a	Contract Management Tool	We are developing a comprehensive contract management tool and will have it available for Denver's agencies to use by EOY 2025.
6.4	Functional	Assigning a Scheduler	6.11	As a Secondary Employment employee, I need the ability to assign or track a scheduler to each job, ensuring streamlined audit reporting and job management.	Must Have	Future Release	The current version of the solution cannot meet the requirement "Out of the Box" or "With Configuration" but will be able to with a	Contract Management Tool	We are developing a comprehensive contract management tool and will have it available for Denver's agencies to use by EOY 2025.
6.5	Functional	Tracking Certification Requirements	6.11	As a Secondary Employment employee, I need to track and verify required certifications for each job to ensure that only qualified officers are assigned.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom	Personnel	Each user will have a personnel file that tracks certifications.

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
6.6	Functional	Automatic Job Number Assignment	6.11	As a Secondary Employment employee, I need the system to automatically assign unique (short) job numbers to each contract for easy identification and management.	Must Have	Future Release	The current version of the solution cannot meet the requirement "Out of the Box" or "With Configuration" but	Contract Management Tool	We are developing a comprehensive contract management tool and will have it available for Denver's agencies to use by EOY 2025.
6.7	Functional	Automated Communication of Job Assignment	6.13	As an Scheduling officer, I want the system to automatically call, text, or send in-app notifications to officers with job details and manage their responses, so that I can efficiently fill job positions and eliminate the need for manual outreach.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom	Scheduling	First Due can provide automated notifications regarding jobs and details (i.e. a shift board).
6.8	Functional	Officer Self-Assignment to Jobs	6.14	As an Officer, I need the ability to <i>self-assign to a job</i> and submit my request for supervisor approval, ensuring proper oversight and accountability.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom	Scheduling	Users with the correct permissions can self-assign a job.
6.9	Functional	Officer Hours Scheduling	6.14	As an Officer, I need the ability to <i>self-schedule hours</i> for the job and submit it for supervisor approval, ensuring proper tracking and accountability.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom	Scheduling	Users with the correct permissions can self-schedule hours.
6.10	Functional	Supervisor Approval of Officer Assignments	6.15	As a Supervisor, I need the ability to review and either approve or deny officer requests to work jobs, so that proper oversight is maintained, and officers receive timely notifications.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement
6.11	Functional	Notification of Assignment Status	6.16	As an Officer, I need the system to notify me of the status of my assignment request (approved or denied), so that I am informed about my eligibility to work on the job.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding	Scheduling	First Due meets this requirement
6.12	Functional	Historical Data Management		As a Secondary Employment employee, I need the system to retain historical job data, including past authorizations and hours worked, so that I can access, review, and report on past records when needed.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding	Scheduling	Historical job data and past information can be retained
6.13	Functional	Contract Renewal Notifications		As a Scheduling officer, I need the system to notify me when a contract is up for renewal, as contracts are only valid for one year, and new contracts must be established each year.	Must Have	Future Release	The current version of the solution cannot meet the requirement "Out of the Box" or "With Configuration" but	Contract Management Tool	We are developing a comprehensive contract management tool and will have it available for Denver's agencies to use by EOY 2025.
6.14	Functional	Automatic Contract Shutdown Upon Expiry		As a Scheduling Officer, I want the system to automatically deactivate an expired contract and notify me, so that I can address the status and ensure no jobs are scheduled under an expired contract.	Must Have	Future Release	The current version of the solution cannot meet the requirement "Out of the Box" or "With Configuration" but will be able to with a	Contract Management Tool	We are developing a comprehensive contract management tool and will have it available for Denver's agencies to use by EOY 2025.
7	Functional	DFD Off-Duty Employment- Details (7th Process Flow)		As a DFD Detail Coordinator, I need a comprehensive system that allows me to input and manage off-duty employment jobs effectively, track job authorizations, assign firefighters, and automate invoicing to venues once jobs are completed. The system should streamline our current manual process, enhance scheduling, and ensure accurate tracking, invoicing, and notifications for all stakeholders.				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
7.1	Functional	Create Job	7.3	As a Detail Coordinator, I need the ability to create jobs with relevant details such as job title, duration, start date, rate of pay so that job information is accurately documented for firefighter assignments.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	Coordinators can create jobs with key data for fire fighter assignments.
7.2	Functional	Review Jobs	7.4	As a Firefighter, I need the ability to review available jobs in the system so that I can assess opportunities that fit for my schedule and skills.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	Firefighters can review available jobs within our system.
7.3	Functional	Select a Job	7.5	As a Firefighter, I need the ability to select a job to confirm my assignment and ensure coverage for the event.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	Firefighters have the ability to select jobs and confirm assignments within the system.

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
7.4	Functional	Autofill Calendar	7.6	As a Firefighter, I need the system to automatically update my calendar with the jobs I've committed to, so that I can manage my time effectively and avoid scheduling conflicts.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	Our system can perform automatic updates based on various factors.
7.5	Functional	Job Confirmation Notifications	7.7	As a Firefighter, I need to receive confirmation notifications for my assigned jobs each month, so that I can verify my schedule and ensure I'm aware of my commitments.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement.
7.6	Functional	Reminder Notification	7.8	As a Firefighter, I need the system to send me a reminder 2 hours before the start of the job, so that I can prepare and arrive on time.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement.
7.7	Functional	QR Code Logging	7.9	As a Firefighter, I need the ability to scan a QR code at the start and end of my shift to record date, time, location (Lat/Long), so that the Detail Coordinator and the venue can verify my attendance.	Must Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the	Scheduling & Time Clock	First Due has a time clock module that can integrate with the scheduling system to record when users start and end shifts as well as critical information. This system can be configured to meet your requirements.
7.8	Functional	Review Timestamps	7.10	As a Detail Coordinator, I want the ability to review the timestamps for jobs worked and either approve or deny them, so that approved timestamps can trigger invoice generation and firefighter pay records.	Must Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the	Scheduling & Time clock	First Due has a time clock module that can integrate with the scheduling system to record time stamsp and time cards. This system can be configured to meet your requirements.
7.9	Functional	Manual Edit of Job Details	7.12	As a Detail Coordinator, if timestamps are not approved, I need the ability to manually edit the job details to ensure an accurate invoice is created.	Must Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the	Scheduling & Timeclock	Our system can be configured to meet these requirements, per similar comments above.
7.10	Functional	Invoice Creation	7.13	As a Detail Coordinator, if I approve the timestamps, I need the system to automatically generate an invoice that includes hours worked, date, job title, rate of pay, and the assigned firefighter, so that the venue can be billed accordingly.	Must Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the	Scheduling & Timeclock	Our system can be configured to meet these requirements, per similar comments above.
7.11	Functional	Send Invoice	7.13	As a Detail Coordinator, I need the ability to email generated invoices to the venues, ensuring timely billing, with support for cases where the billed amount differs from firefighter's payment.	Must Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the	Scheduling & Timeclock	Our system can be configured to meet these requirements, per similar comments above.

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
7.12	Functional	Invoice Payment Application	7.16, 7.17	As a Detail Coordinator, I need the ability to apply payments to corresponding invoices so that I can efficiently close out invoices upon receiving payment.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement.
7.13	Functional	Monthly Rosters		As a Detail Coordinator, I need the ability to create and send monthly rosters of DFD staff jobs to venues so that, venues know which firefighters are scheduled for their events.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement.
7.14	Functional	Detail Trade - 2 hrs.		The system should allow a firefighter to trade a detail job up to 2 hours before the event, so that if someone is unable to work, another firefighter can cover the shift.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement.
7.15	Functional	Manual Detail Trade Request		As a Firefighter, I need the ability to manually request to take over a job assigned to someone else, which will notify both parties, so that the job(s) can be covered without any gaps nor uncertainties.	Must Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the	Scheduling	Our requests and shift system can be configured to meet these requirements.
7.16	Functional	Job Trade Notification		As a Firefighter, I need the system to notify me if someone requests to take over my assigned job, so that I can either approve or deny the trade.	Must Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the	Scheduling	Our requests and shift system can be configured to meet these requirements.
7.17	Functional	Auto Deny Request		As a Firefighter in Suppression, I want the system to automatically prevent me from signing up for detail jobs if I am already scheduled for a normal shift, so that I can avoid scheduling conflicts and prevent over-committing.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement.
7.18	Functional	Allowable Jobs		As a Firefighter in Support, I need the ability to select jobs while I am on duty, so that I can adjust my schedule and fulfill those responsibilities without conflicting with my primary duties.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement.
8	Functional	DPD/DSD Payroll Reporting (8th Process Flow)		<p>As an Admin, I need a comprehensive system to manage payroll reporting for DPD and DSD. This includes running reports, locking records for payroll processing, generating and addressing error reports, and finalizing payroll before sending to Workday. The system should streamline payroll by auto filling key fields, collaborating with agencies to define error report types, and ensuring accurate data integration with Workday for timely payroll processing.</p> <p>Current Payroll process for DPD: Reports are run Tues, Wed and Thursday. Records are locked on Tuesday from being modified by end users and final payroll is run on Thursday morning.</p> <p>Current Payroll process for DSD: Integration file with exception coding sent from DSD telestaff through file transfer site and email to Payroll for load into Workday time & absence every other Wednesday (week between pay check dates). Reports are run every other Wed , Thurs and Friday. Payroll code a list of zeros on that Wed.</p>				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
8.1	Functional	Run Payroll Reports	8.1	<p>As an Admin, I need to run payroll reports with fields like start date, end date, pay date, date/time ran, record count, work code, employee names, hours and IDs to verify payroll accuracy.</p> <p>(DSD example: Payroll needs to pull daily calendar data for 3 months to 1 year periods for separation payout, pay and time review backup and any other review purposes that arise. Also, Personal History Report that totals each code's hours from scheduling system for the person and data ranch selected.)</p>	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		All data within First Due can be reported on through our Ad-Hoc reporting tool. Reports to meet these requirements can be created, and will be reviewed during the Discovery phase of each agencies implementation.

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
8.2	Functional	Autofill Fields	8.1	The system should automatically populate fields like start date, end date, pay date, and date/time ran to streamline report generation.	Must Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the		First Due's ad-hoc reporting system will allow for this information to be captured, however configuration may be required for pay date related information.
8.3	Functional	Lock Records for End Users		As an Admin, I need the ability to lock payroll records from user modifications after a specific day each week, allowing only designated employees (such as payroll or OHR) to make changes during payroll processing.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due can lock payroll records from modifications after a specific number of days. Please note this is not locked on Tuesdays, but locked 3 days after each Tuesday or 3 days after a report goes live.
8.4	Functional	Yearly Pay Period Dates	8.1	The system should automatically provide yearly pay period dates, including exception dates, ensuring accurate payroll processing.	Must Have	Cannot Meet	The product cannot meet the requirement "Out-of-the-Box", "With Configuration", "With Custom Programming" or with a "Future Release".		Our experience with this is that it is best solved by the clients payroll provider (Workday) and not their scheduling solution. Reports can be generated to provide various information for workday to ingest as necessary.
8.5	Functional	Generate Error Reports	8.2	The system shall generate error reports, which could include acting pay issues, over lapping work codes, overtime that overlaps regular hours, etc....these reports should include details such as the nature of the error, affected records, and suggested corrective actions.	Must Have	Cannot Meet	The product cannot meet the requirement "Out-of-the-Box", "With Configuration", "With Custom Programming" or with a "Future Release".		These errors are given at the time of data entry, not in a report after an entry has been created. This eliminates the need for an errors report.
8.6	Functional	Types of Error Reports	8.2	The vendor shall collaborate with the agencies to define required error report types and what is needed in each report: <i>Some examples are:</i> Negative pay records Approved Records before 1-1-2017 Off Duty Record Changed Work Code Workers Comp Deleted Records (DOF Payroll) Denied Records (DOF Payroll) Hide Records (DOF Payroll) Modified Report (DOF Payroll)	Must Have	Cannot Meet	The product cannot meet the requirement "Out-of-the-Box", "With Configuration", "With Custom Programming" or with a "Future Release".		Our experience with this is that it is best solved by the clients payroll provider (Workday) and not their scheduling solution. Reports can be generated to provide various information for workday to ingest as necessary. Additionally, These errors are given at the time of data entry, not in a report after an entry has been created. This eliminates the need for an errors report. If additional gaps are identified during Implementation the vendor will collaborate with the agency to close those
8.7	Functional	Send reports	8.3	The system should automatically distribute generated payroll and error reports to the responsible teams to ensure access to necessary information.	Must Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the		First Due can distribute payroll reporting, but not error reporting. We will work with Denver to create reports that can be configured and meet your requirements.
8.8	Functional	Receive and Filter Reports	8.4, 8.5, 8.6	As an Admin, I need the ability to receive, review, and filter payroll and error reports in a specified format to ensure compliance and accuracy.	Must Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the		First Due can distribute payroll reporting, but not error reporting. We will work with Denver to create reports that can be configured and meet your requirements.
8.9	Functional	Confirm/Finalize Payroll Reports	8.8	As an Admin, I need to confirm the payroll reports are complete and finalize/approve them after resolving all errors, ensuring accurate payroll processing.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		Yes, however, these errors are given at the time of data entry, not in a report after an entry has been created. This eliminates the need for an errors report
8.10	Functional	Automatically Send to Workday	8.9	After approval, the system shall extract and transmit a complete payroll dataset covering the current pay period but it should also track and report any deletions, changes, or additions made to previous pay periods. This report should be sent to Workday for review.	Must Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the		First Due's ad-hoc reporting system will allow for this information to be captured, however configuration may be required for specific datasets and what is sent to workday.
8.11	Functional	Workday Error Report	8.14	As an Admin, I need the ability to receive error reports from Workday and collaborate with the payroll team to resolve discrepancies.	Must Have	Cannot Meet	The product cannot meet the requirement "Out-of-the-Box", "With Configuration", "With Custom Programming" or with a "Future Release".		Our experience with this is that it is best solved by the clients payroll provider (Workday) and not their scheduling solution. Reports can be generated to provide various information for workday to ingest as necessary.

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
9	Functional	DFD Payroll Reporting (9th Process Flow)		As a DFD Admin, I need a comprehensive payroll reporting system that automates key tasks such as running reports, locking records, generating error reports, and finalizing payroll for seamless integration with Workday. While the current process—exporting data from Telestaff into DFD Web, performing manual updates on the S://drive, transferring data into MS Excel, and using Outlook for communication—works, the new system should streamline these workflows by auto filling key fields and offering recommendations to automate processes, improving overall efficiency and reducing manual effort.				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
9.1	Functional	Payroll process	9.0	The vendor shall collaborate with DFD to understand their current process and recommend ways to automate and improve payroll processing, while allowing flexibility if DFD chooses to maintain aspects of their existing system. (They should be able to use any functionalities as DPD and DSD.)	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due will work with DFD to understand their current payroll process as well as find ways to automate or improve the existing process.
10	Functional	Admin functions (Some requirements tie into #10 Process Flow)		As an Administrator, I need a system that allows me to efficiently create and manage users, rosters, auctions, leave banks, organizational structures, and accruals. The system should support all necessary configurations, manage payroll processes, and streamline administrative workflows to meet the operational needs of DFD, DPD, and DSD.				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the
10.1	Functional	Create and Manage User Profiles		As an Administrator, I need the ability to create and manage user profiles within the system so that new personnel can be added and assigned and existing users can be updated to appropriate roles and permissions. (Data for each user should consist of, but not limited to: Name, badge, workday employee ID # (civilian) ,current wage, hire date, term date, personal phone #, office phone#, email addresses, dob, home address, gender, race, rank, etc...)	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Personnel	First Due's personnel module allows users and administrators to create and manage user profiles within the system, including tying in critical information such as workday employee ID #, wage, dates, numbers, addresses, gender, etc...
10.2	Functional	Wage (DSD/DFD)		The system shall ensure that reports display employees' historical wage data accurately, as stored in the Wage History.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Personnel	First Due meets this requirement.
10.3	Functional	Create and Manage Roster views		As an Administrator, I need the ability to create and manage roster views to accurately configure and display staff schedules, making sharing and updating easier.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	Administrators can create and manage rosters views as well as configure schedules, dashboards and other key information.
10.4	Functional	Create and Manage Leave Banks Accruals		As an Administrator, I need the ability to create and manage leave banks to ensure employee leave balances are accurately tracked and maintained, with unlimited banks available for configuration.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement. Administrators can create and manage leave banks
10.5	Functional	Create and Manage Org structure		As an Administrator, I need to create and configure organizational structures to reflect the reporting hierarchy accurately for DFD, DPD, and DSD.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement.
10.6	Functional	Updating Rank History		As an Administrator, I need to update individuals' rank history to reflect current rank for accurate reporting and records.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom	Scheduling & Personnel	First Due meets this requirement.
10.7	Functional	Updating Assignment History		As an Administrator, I need to update assignment history on individual profiles to ensure assignment records are current.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement.

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
10.8	Functional	Create and Manage for Work Codes		As an Administrator, I need to create and manage work codes (e.g., overtime, leave, regular work) to ensure accurate time tracking.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	First Due meets this requirement.
10.9	Functional	Create and Manage Rules for each Work Codes		As an Administrator, I need the ability to define and manage rules for work codes to restrict access based on role and ensure proper usage.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	Various rules can be created and defined for work codes and access requirements. This can be applied to roles, groups and more.
10.10	Functional	Create and Manage Sub-Categories under Work Codes		As an Administrator, I need the ability to create and manage sub-categories under work codes, so that overtime hours can be accurately categorized for specific events and the number of work codes is optimized.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling	Administrators can create and manage sub categories for a wide variety of information, including work codes, overtime hours and more.
10.11	Functional	Manage List of Certifications		As an Administrator, I need the ability to manage certification requirements to verify compliance when officers sign up for jobs.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom	Personnel	First Due meets this requirement.
10.12	Functional	Proactive prevention of errors		As an Administration, I need the system to implement business rules that proactively prevent or capture any data entry errors.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement. These business rules can be provided system wide.
10.13	Functional	Real-time feedback - Acting pay issues		As an Administration, I need the system to provide real-time feedback to users when an entry violates any business rules, such as acting pay issues.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement.
10.14	Functional	Remove Birthday Bank Hours - DPD (10th Process flow)	10.1	As an Admin, I need the ability to schedule a task that automatically removes any birthday bank hours from the prior year for all non-command officers, so their balance is zero at the beginning of each year.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling & Personnel	First Due meets this requirement.

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
10.15	Functional	Add Birthday hours - DPD <i>(10th Process flow)</i>	10.2	As an Admin, I need the ability to schedule a task that automatically grants all non-command officers 8 hours in their birthday bank, so they can use this time starting at the beginning of the year. <i>(DPD- could also use for those that qualify.)</i>	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling & Personnel	First Due meets this requirement.
10.16	Functional	Remove Saved Holidays - DPD <i>(10th Process flow)</i>	10.3	As an Admin, I need the ability to schedule a task that automatically removes any saved holidays from the prior year for all non-command officers, so their saved holiday balance is zero at the beginning of the year.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling & Personnel	First Due meets this requirement.
10.17	Functional	Move Vacation Hours - DPD <i>(10th Process flow)</i>	10.4	As an Admin, I need the ability to schedule a task that automatically moves all hours in the vacation accrual bank for all non-command officers to their "saved vacation" bank, in accordance with the rules in the Collective Bargaining Agreement.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling & Personnel	First Due meets this requirement.
10.18	Functional	Remove Saved Vacation Hours Exceeding 144 - DPD <i>(10th Process flow)</i>	10.5	As an Admin, I need the ability to schedule a task that automatically removes any hours from the "saved vacation" bank that exceed 144 hours for non-command officers, per the rules in the Collective Bargaining Agreement. <i>(DSD would like to also use this capability in the future.)</i>	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling & Personnel	First Due meets this requirement.
10.19	Functional	Select "Pay out" for Vacation Hours - DSD <i>(10th Process flow)</i>		As a Deputy, I need the option to select a "pay out" for vacation time at the end of each month, allowing me to receive monthly compensation for accrued vacation hours.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling & Personnel	First Due meets this requirement.
10.20	Functional	Allocate Vacation Accrual Bank Hours - DPD <i>(10th Process flow)</i>	10.6	As an Admin, I need the ability to schedule a task that automatically allocates vacation accrual bank hours to all officers based on years of service/longevity: 0-4 years = 112 hours 5-9 years = 136 hours 10-14 years = 144 hours 15-19 years = 168 hours 20-24 years = 184 hours 25-29 years = 200 hours	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling & Personnel	First Due meets this requirement.
10.21	Functional	Allocate Vacation Accrual Bank Hours - DSD <i>(10th Process flow)</i>	10.6	As an DSD Admin, I need the ability to schedule a task that automatically allocates vacation accrual bank hours to all officers based on years of service/longevity: 0- 10 years = 288 hours 10-more years = 336 hours	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling & Personnel	First Due meets this requirement.
10.22	Functional	Move Sick Time Between Banks <i>(10th Process flow)</i>	10.7	As an Admin, I need the ability to schedule a task that automatically moves any hours in the sick leave bank exceeding 720 to the ASL bank, up to a maximum of 144 hours, in accordance with the rules in the Collective Bargaining Agreement. <i>(DSD would like to also use this capability in the future.)</i>	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling & Personnel	First Due meets this requirement.
10.23	Functional	Remove Excess Hours from ASL Bank <i>(10th Process flow)</i>	10.8	As an Admin, I need the ability to schedule a task that automatically removes any hours in the "ASL" bank that exceed 144 hours.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	Scheduling & Personnel	First Due meets this requirement.
11	Functional	Grant Management and Reporting		As an Administrator in Safety Finance, I need a comprehensive system to create, manage, and track grants, ensuring hours worked by employees can be accurately tied to specific grants. The system should provide functionalities for editing, archiving, and generating detailed, customizable reports for payroll and audit purposes.				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
11.1	Functional	Create and Manage Grants <i>(Covers Telestaff payroll functions)</i>		As an Administrator in Safety Finance, I need the ability to create grants with selected data fields in the system so that hours worked can be appropriately tied to grants.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement via project code information.
11.2	Functional	Modifying Grants <i>(Covers Telestaff payroll functions)</i>		As an Administrator in Safety Finance, I need the ability to manage existing grants, including editing and archiving them, so that grant information remains accurate, up-to-date, and accessible for payroll and financial reporting purposes.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement via project code information.
11.3	Functional	Track Hours Worked for Grants <i>(Covers Telestaff payroll functions)</i>		As an Administrator in Safety Finance, I need the ability to tie hours worked by each employee directly to individual grants. The association must be easily accessible and modifiable to ensure accurate tracking of grant-related hours.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement via project code information.
11.4	Functional	Grant reports <i>(Covers Telestaff payroll functions)</i>		As an Administrator in Safety Finance, I need the system to generate comprehensive reports detailing hours worked and corresponding dollars for each grant. Reports should include relevant data points such as pay codes, grant identifiers, off-duty department paid, dates worked, hours worked, and detail codes. These reports must be customizable, exportable in various formats, and meet billing and audit requirements. The vendor shall collaborate with the business to understand reporting needs and provide customized reports based on those specifications.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		All data within First Due can be reported on through our Ad-Hoc reporting tool. Reports to meet these requirements can be created, and will be reviewed during the Discovery phase of each agencies implementation.
12	Functional	Standard functional requirements		Standard functional requirements in software typically address the specific features and capabilities that the software must provide to fulfill its intended purpose and meet the needs of its users.				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
12.1	Functional	Business Rules Management Capabilities		The solution shall provide user-configurable business rules management capabilities, enabling administrators to create, modify, and manage rules to meet the unique operational needs of each agency.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement. Business rules and workflows can be configured per user or group or agency.
12.1.1	Functional	Customization of Business Rules		The solution shall allow administrators to configure business rules based on validation requirements, workflow automation, and policy compliance specific to each agency (DSD, DPD, DFD).	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	Administrators can configure business rules based on various requirements, workflows and policy specific requirements.
12.1.2	Functional	Collaboration and Requirements Gathering		The vendor must collaborate with all three agencies to gather detailed requirements for business rules and ensure proper implementation to meet operational and regulatory standards.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due will meet these requirements and review business rules, implementation plans and meet denver's specific standards.
12.1.3	Functional	Ongoing Support and Flexibility		The vendor shall provide ongoing support to modify and update business rules as organizational needs evolve, ensuring that the system remains adaptable over time.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due will work with Denver to support its agencies as organization needs evolve. Our system is designed to be highly adaptable and grow and adjust to meet our customers needs.
12.1.4	Functional	Audit and Change Tracking		The solution shall include comprehensive audit capabilities to track and log all changes made to business rules, ensuring transparency, accountability, and compliance.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		Every action within First Due is tracked via the system log, so that actions can be audited.
12.2	Functional	User Authentication and Authorization		The system should authenticate users and grant access based on their roles and permissions.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement. Access will be granted based on roles and permissions which will be set and by your administrators.

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
12.3	Functional	User Management		The system should allow administrators to manage user accounts, including creating, updating, and deleting user profiles.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
12.4	Functional	Data Entry and Management		The system should enable users to input, view, edit, and delete data according to defined data models and business rules.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
12.5	Functional	Search and Retrieval		The system should provide search functionality to allow users to query and retrieve specific information from the database.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
12.6	Functional	Document Handling		The solution shall allow users to upload documents and images (e.g., .doc, .pdf, .jpeg) via mobile devices, tablets, and desktops.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
12.7	Functional	Auto-populate fields		The solution shall provide the functionality to automatically populate fields using data from other sections within the solution.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	As a fully integrated system, data is shared between modules and will populate when available.
12.8	Functional	Notifications and Alerts		The system should notify users of relevant events, updates, or changes via email, SMS, or in-app notifications.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
12.9	Functional	Data Import and Export		The system should allow users to import data from external sources and export data in standard formats for interoperability with other systems.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due will work with Denver to scope out all data that must be imported from external sources, as well as export data to other sources. This is a standard part of our Implementation process.
12.10	Functional	Printing		The solution shall provide the functionality to print reports, logs, roster and notes as needed in various formats such as PDF and standard printer formats. It must provide the option for printing single pages or multiple pages. It must be able to preview documents before printing.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
12.11	Functional	Tab		The solution shall enable users to navigate between data fields using the tab key, supporting both horizontal (left-right) and vertical (top-bottom) directions for efficient data entry and navigation.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	Users can navigate between data fields using various methods
12.12	Functional	User-Defined Attributes		The solution shall support the ability to add new attributes via configuration that can be used in business rules, screens, and reporting.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	Our system is designed to be configurable. Custom fields and attributes can be added.
12.13	Functional	User-Defined Forms and/or Screens		The solution shall support the ability to add new forms and/or screens via configuration, allowing for input through text fields, controls, etc., and ensuring data integrity and accuracy through formatting and content rules.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	Our system is designed to be configurable. Custom fields and attributes can be added.
12.14	Functional	Fields		The solution shall offer the functionality to customize fields as editable, required, locked, read-only, and/or hidden.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	Our system is designed to be configurable. Custom fields and attributes can be added.

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
12.15	Functional	Algorithm		The solution shall have the ability to automatically calculate based on a predefined algorithm. (i.e. accrual time or pay calculations per rates , shift bids)	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	Custom calcuations based on predefined algorithms or settings can be created during implementation.
12.16	Functional	Workflow Management		The system should facilitate the automation and management of business processes and workflows, including task assignment, status tracking, and notifications.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	Automations, business processes and workflows can be created and set for each agency.
12.16.1	Functional	Assign a Workflow Task		The solution shall possess the capability to assign a task or prompt for automatic creation within the workflow to a specific person.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	Tasks or requirements can be assigned to specific people based on workflows.
12.16.2	Functional	Change status in workflow		The solution shall enable workflows to be designated as active, inactive, approved, denied, in-process, completed, or other status' allowing for efficient management and tracking of ongoing processes.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
12.16.3	Functional	Comments		<p>The solution shall provide the ability to add notations and comments anytime during the workflow process. They should have the ability to designate comment fields it as mandatory or optional.</p> <p>In some cases, comments shall be mandatory to proceed, ensuring critical information is captured.</p> <p><i>(For example, DPD requires a mandatory comment for every overtime entry, DSD would like to enter comments for overtime or secondary work.)</i></p>	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	Workflows can be created in similar ways to the example provided.

Functional Requirements

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12.16.4	Functional	Create/modify workflow		End-users with specific roles shall have the capability to modify workflow processes within the solution, empowering them to tailor workflows to meet specific organizational requirements.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement. Specific roles can modify workflows and tailor the system as it grows or changes.
12.16.5	Functional	Escalation		The solution shall incorporate automatic escalation mechanisms to route tasks or prompts to the next designated individual for review based on predefined time limitations, ensuring timely progression of workflows.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	Escalation mechanisms can be inputed into workflows and processes.
12.16.6	Functional	Timers		The solutions shall enable the creation of conditions such as timers within a workflow process, facilitating time-based triggers for task progression or other automated actions.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	Workflow processes can have several automated tasks or requirements.
12.16.7	Functional	Triggers		The solution shall have the ability to create triggers to skip unneeded steps or start a workflow process.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	Unneeded tasks can be skipped based on specific workflows.
12.17	Functional	Templates		The solution shall provide the functionality to create, save, and manage templates for various purposes such as rosters and email body content, facilitating standardized and reusable content across the system.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	Templates can be created, saved and managed for various need siincluding rosters and content.
12.18	Functional	Notes		<p>The solution shall allow users to create notes seamlessly within any section of the account, ensuring flexibility in documenting information relevant to ongoing activities or interactions. The notes field should be at least 260 characters long. These fields should have the ability to be locked in as a "required" field.</p> <p>For example: DPD would like the ability to add notes to any calendar entry, especially regarding Over Time requests.</p>	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	Custom fields or requirements can be added to specific sections to meet this requirement
12.19	Functional	Timestamp		The solution shall visibly display a date/time stamp for each interaction with the relevant entity, ensuring transparency and chronological tracking of all system activities.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	Date/time stamps can be added to interactions and requirements.
13	Functional	Reporting		As a CCD employee, I want the ability to use a reporting system that serves the following purposes: monitor performance, analyze trends and patterns, support decision-making, meet regulatory or compliance requirements, and provide insights for strategic planning so that I can efficiently track progress, identify areas for improvement, make data-driven decisions, ensure adherence to regulations, and formulate informed strategies to achieve organizational goals.				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
13.1	Functional	Data Sources and Integration - Multi-source Data Aggregation		The system should support the integration of data form multiple sources (e.g. databases, APIs, cloud services) to create comprehensive reports.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due has extensive experience supporting integrations with our customers. This includes databases, API's and various other systems. First Due's internal reporting tools can also export a wide range of information to be ingested by outside systems.
13.2	Functional	Data Sources and Integration - Real-time Data Integration		The system should pull data in real-time from integrated sources to ensure reports reflect the most current information.	Must Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product’s source code – so that it functions in a way that meets the City's specific business needs.	System wide	First Due can integrate with several sources for data and information. Additional scoping and review may be required to meet this requirement.

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
13.3	Functional	Data Sources and Integration - Historical Data Access		The system should allow users to access and report on historical data spanning back 7 years .	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
13.4	Functional	Report Generation and Customization - Custom Report Creation		Users should be able to create custom reports on all data fields by selecting specific data fields, filters, and sorting options.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	All data within First Due can be reported on through our Ad-Hoc reporting tool.
13.5	Functional	Report Generation and Customization - Dynamic Field Addition		The system should support the dynamic addition of new data fields to reports as they become available in the data sources, without requiring significant system reconfiguration.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	Additional fields can be added to the system. Discovery and review may be required for data coming from outside sources.
13.6	Functional	Report Generation and Customization - Scheduled Report Generation		The system should allow users to schedule reports to be generated and distributed automatically at specified intervals (e.g. daily, weekly, monthly)	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	Reports can be automatically generated and scheduled
13.7	Functional	Report Generation and Customization - Interactive Dashboards		The system should provide interactive dashboards where users can drill down into specific data points for more detailed analysis.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due can support a wide range of dashboard creation
13.8	Functional	Report Generation and Customization - Customizable Templates		The system should offer customizable report templates that users can save and reuse for different reporting purposes.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	Ad-hoc reports can be generated and saved for future use
13.9	Functional	Report Generation and Customization - Report Parameters		The system should allow users to set and modify parameters (e.g., date ranges, department filters) before generating reports.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	All data within First Due can be reported on and users can set parameters and requirements for data within reports
13.10	Functional	Data Visualization - Graphical Representation		The system should offer multiple visualization options (e.g., charts, graphs, heatmaps, pie charts) for representing any data within reports.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	Several visualization options are available including various charts, dashboards and more
13.11	Functional	Data Visualization - Dynamic Charts		Users should be able to interact with charts and graphs, such as clicking on data points to see underlying details.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	Users can interact with charts and graphs
13.12	Functional	Data Visualization - Customizable Visualization		Users should have the ability to customize visual elements such as colors, labels, and data points within the report visualizations.	Should Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product’s source code – so that it functions in a way that meets the City’s specific business needs.	System wide	Visual elements can be added to reports however further discovery will be required.
13.13	Functional	Data Visualization - Interactive Dashboards		Provide interactive dashboards where users can drill down into visualizations based on different data fields for deeper insights.	Could Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product’s source code – so that it functions in a way that meets the City’s specific business needs.	System wide	Visual elements can be added to dashboards however further discovery will be required.
13.14	Functional	Security and Access Control - Role- based Access		The system should enforce role-based access control to ensure that only authorized users can view or edit specific reports.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
13.15	Functional	Security and Access Control - Data Masking		Sensitive data fields (e.g., personally identifiable information) should be masked or encrypted in reports, depending on user roles.	Must Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product’s source code – so that it functions in a way that meets the City’s specific business needs.	System wide	Further discovery of any reports that would contain information that needs to be masked or encrypted may be required.
13.16	Functional	Security and Access Control - Audit Trails		The system should log all report generation activities, including who accessed, modified, or distributed reports.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
13.17	Functional	Exporting and Distribution - Multiple Export Formats		Users should be able to export reports in various formats, such as PDF, Excel, CSV, and HTML.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
13.18	Functional	Exporting and Distribution - Automated Distribution		The system should support automated distribution of reports via email, FTP, or other communication channels to specified recipients.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
13.19	Functional	Exporting and Distribution - Embedded Reports		Users should be able to embed reports into other documents, web pages, or applications with live data links.	Must Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product’s source code – so that it functions in a way that meets the City’s specific business needs.	System wide	First Due can support this and has experience supporting these requirements for other agencies, however further discovery will be required.
13.20	Functional	Performance and Scalability - High-volume Data Handling		The system should handle high volumes of data efficiently, allowing for the generation of large reports without significant delays.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
13.21	Functional	Performance and Scalability - Scalability		The reporting system should be scalable to handle increasing amounts of data and more complex reporting needs as the organization grows.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.	System wide	First Due is designed to be entirely scalable via our AWS cloud architecture. This includes accomodating future growth.
13.22	Functional	Performance and Scalability - Load Balancing		The system should support load balancing to ensure optimal performance during peak reporting times.	Should Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
13.23	Functional	Performance and Scalability - Real-time Reporting		Provide real-time reporting capabilities that allow users to access the most up-to-date data, regardless of the number of data fields involved.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
13.24	Functional	User Interface and Usability - User friendly Interface		The reporting module should have an intuitive interface that allows users to create, view, and customize reports without extensive training.	Should Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.	System wide	First Due's ad-hoc reporting system allows for a wide range of reporting via simple to use interfaces.
13.25	Functional	User Interface and Usability - Search and Filter Functionality		Users should be able to search for specific reports or filter report data using multiple criteria.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
13.26	Functional	User Interface and Usability - Responsive Design		The reporting interface should be responsive and accessible on various devices, including tablets and smartphones.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
13.27	Functional	Audit and Compliance - Compliance Reporting		The system should include pre-configured templates for compliance reporting, adhering to industry standards and regulatory requirements.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
13.28	Functional	Audit and Compliance - Data Validation		The system should validate data accuracy and consistency before generating reports to ensure compliance with reporting standards.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
13.29	Functional	Audit and Compliance - Audit Reports		The system should generate audit reports that track all user actions and data changes, useful for regulatory compliance. (This should include any deletions.)	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
13.30	Functional	Advanced Analytics - Predictive Analytics		The system should incorporate predictive analytics capabilities to forecast trends based on historical data.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
13.31	Functional	Advanced Analytics - What-if Analysis		Users should be able to perform what-if scenarios within reports to assess potential outcomes based on different variables.	Could Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product’s source code – so that it functions in a way that meets the City’s specific business needs.	System wide	Reports to provide this information may be configurable within First Due, however further discovery is required.
13.32	Functional	Advanced Analytics - Trend Analysis		The system should automatically identify and highlight trends or anomalies within the data presented in reports.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	Trends and data can be highlighted through reporting and dashboards.
13.33	Functional	User Support and Documentation - In-app Help		The system should provide in-app help and tutorials that guide users through report creation and customization processes.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement through our First Aid help system.
13.34	Functional	User Support and Documentation - Report Documentation		The system should generate documentation for each report, detailing the data sources, filters, and logic used.	Should Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product’s source code – so that it functions in a way that meets the City’s specific business needs.	System wide	Descriptions can be added, further discovery will be required to review more specific requirements.
14	Functional	Email		As a CCD employee, I want the embedded email system to support sending and receiving emails, managing attachments, and maintaining logs, while ensuring compliance with security protocols and providing real-time monitoring and notifications. This will allow me to effectively communicate with both internal and external contacts, track email activities, and address any issues promptly.				<Please use this space to note what product/module of the solution is required to address the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>	
14.1	Functional	Email communication		The system shall send documents or correspondence to any external source via email and maintain records of sent emails. Additionally, it shall allow for simultaneous emailing to multiple individuals.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due can integrate with your email system to send messages directly from First Due.
14.2	Functional	Email - sending/receiving		The system shall support sending and receiving emails using standard email protocols (e.g., SMTP, IMAP.)	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement

Functional Requirements

ID	Requirement Type	Requirement Name	Process Flow Step(s) Attachment C - Process Flows	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
14.3	Functional	Email - notifications		The system shall automatically send email notifications based on configurable triggers set by administrators or designated users. Notifications shall include customizable message content and recipients.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
14.4	Functional	Email - attachments		The email functionality shall include the ability to send and receive emails with attachments. Users shall have options for formatting attachments. (i.e. Rosters to 911)	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
14.5	Functional	Email - logs		The system shall maintain logs of all outgoing and incoming emails. Logs shall include details such as sender, recipient, timestamp, and subject for auditing and tracking purposes.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
14.6	Functional	Email - security		The system shall ensure email communication complies with industry - standard security protocols to protect the confidentiality and integrity of transmitted data.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
14.7	Functional	Email - Delivery Monitoring		The system shall provide monitoring mechanisms to track deliver status, including successes and failures. This monitoring should include tracking metrics and logs related to email delivery to support system administrators in identifying issues.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement
14.8	Functional	Email - Real-Time Delivery Alerts		The system shall provide alerting mechanisms to notify administers of email delivery failures or errors. Alert shall be triggered in real-time to facilitate prompt resolutions of issues.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	System wide	First Due meets this requirement. This alert will come through your standard email inbox.

ID	Requirement Type	Requirement Name	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
1	Non-Functional	Maintainability	<p>This characteristic represents the degree of effectiveness and efficiency with which a product or system can be modified to improve it, correct it or adapt it to changes in environment, and in requirements. This characteristic is composed of the following sub-characteristics:</p> <p>Modularity: Degree to which a system or computer program is composed of discrete components such that a change to one component has minimal impact on other components.</p> <p>Reusability: Degree to which an asset can be used in more than one system, or in building other assets.</p> <p>Analyzability: Degree of effectiveness and efficiency with which it is possible to assess the impact on a product or system of an intended change to one or more of its parts, or to diagnose a product for deficiencies or causes of failures, or to identify parts to be modified.</p> <p>Modifiability: Degree to which a product or system can be effectively and efficiently modified without introducing defects or degrading existing product quality.</p> <p>Testability: Degree of effectiveness and efficiency with which test criteria can be established for a system, product or component and tests can be performed to determine whether those criteria have been met.</p>				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.>
1.1	Non-Functional	Common Library	The solution shall maintain a centralized common library comprising reusable objects, templates, workflows, and code. This library shall facilitate efficient management, updates, and reuse of components across the system, thereby enhancing maintainability and reducing redundancy in development efforts.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due is responsible for updates to the system. We will work with your agencies on on creating reusable items as needed.
1.2	Non-Functional	Modularity and Reusability	The solution shall be designed with modular components that promote reusability of code and functionalities across different modules or applications.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement
1.3	Non-Functional	Ease of Integration	The solution shall support seamless integration with existing systems and third-party applications, utilizing industry-standard protocols and APIs.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due has an API to support integration with systems and third party applications. We always utilize best practices and industry standard protocols.
1.4	Non-Functional	Ease of Maintenance	The solution shall adhere to coding standards and best practices to ensure code readability, consistency, and ease of maintenance by development teams.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due adheres to best practices and coding standards.
1.5	Non-Functional	Version Control and Configuration Management	The solution shall implement robust version control mechanisms for managing changes to software versions and configurations, facilitating rollback and audit trails.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due has implemented robust version control for managing changes and versions to the software. Our team has processes in place for facilitating rollbacks and monitoring audit trails.
1.6	Non-Functional	Performance Monitoring and Optimization	The solution shall include tools and capabilities for monitoring performance metrics, identifying bottlenecks, and optimizing system performance over time.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		Our system uses several performance monitoring tools and follows best practices for system performance and optimization.
1.7	Non-Functional	QA Testing	The solution must support efficient and effective QA testing in a non-production environment, allowing changes to be thoroughly validated before deployment.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement. We support QA testing in our designated environment, to ensure validation can be made before deployment.
2	Non-Functional	Security	<p>Degree to which a product or system protects information and data so that persons or other products or systems have the degree of data access appropriate to their types and levels of authorization. This characteristic is composed of the following sub-characteristics:</p> <p>Confidentiality: Degree to which a product or system ensures that data are accessible only to those authorized to have access.</p> <p>Integrity: Degree to which a system, product or component prevents unauthorized access to, or modification of, computer programs or data.</p> <p>Non-repudiation: Degree to which actions or events can be proven to have taken place, so that the events or actions cannot be repudiated later.</p> <p>Accountability: Degree to which the actions of an entity can be traced uniquely to the entity.</p> <p>Authenticity: Degree to which the identity of a subject or resource can</p>				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.>
2.1	Non-Functional	Identity Management	The solution shall have the ability to provision users, assign them into roles/groups, and manage their access rights to specific areas.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement. We support QA testing in our designated environment, to ensure validation can be made before deployment.
2.2	Non-Functional	Data Encryption	All City Data and End User Data will be encrypted in transmission (including via web interface) and in storage. The solution must secure data in transit using the TLS 1.2 protocol or newer. Moreover, endpoints shall not support TLS 1.1 or older or any weak ciphers.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		All customer data is encrypted in-transit and in-storage. In-transit uses at least TLS 1.2 via HTTPS and at-rest uses AES-256.
2.3	Non-Functional	P2PE Encryption	All City digital payment transactions must use PCI-validated Point-to-Point Encryption (P2PE)	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		If this is required, further discovery is required. No payments from First Due's system have been scoped.
2.4	Non-Functional	Encryption	The solution shall support FIPS 140-2 Encryption protocol.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement.
2.5	Non-Functional	Email Authentication - DMARC	The solution shall support Domain-based Message Authentication, Reporting & Conformance (DMARC) using Proofpoint.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due supports DMARC but we do not use Proofpoint.
2.6	Non-Functional	Federated Authentication	The solutions shall support Single Sign-On (SSO), multi-factor authentication, authorization, auditing, and policy administration for internal users.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due can support SSO, as well as MFA via SSO.
2.7	Non-Functional	Federated Authentication	The solution shall utilize the City and County of Denver's enterprise-level authorization and authentication technology and services, such as Active Directory (AD).	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due can support authorization via active directory.

ID	Requirement Type	Requirement Name	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
2.8	Non-Functional	Role-Based Security	The solution shall provide robust role-based access control to restrict access to data, screens, and critical functions based on pre-identified roles within the system. This ensures that only authorized users have access to specific resources and functionalities, enhancing security and operational efficiency.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement.
2.9	Non-Functional	Audit Logging	User activity is recorded for security and auditing purposes. The solution shall maintain an auditing trail to track changes made in the system, including details such as the user responsible for the change, the nature of the change, and the timestamp indicating when the change occurred. (This should include any deletions.)	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due records a wide range of actions, focusing on security measures and user actions for auditing purposes.
2.10	Non-Functional	Archive/ Delete data	The solution shall facilitate the archiving and deletion of data in accordance with City and County of Denver's data retention policies and user security roles. Specific fields subject to archiving or deletion shall be identified based on predefined criteria, ensuring compliance with regulatory requirements and minimizing storage of obsolete or redundant information. Data archiving and deletion processes shall maintain data integrity and confidentiality, adhering to established access controls and audit logging mechanisms.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement. This is always included in all contracts with First Due.
2.11	Non-Functional	Data Storage	The solution will guarantee that the data storage is based in the US. City data must never be transferred outside of the US for processing or storage purposes.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		All First Due data is hosted via AWS and will not be transferred outside the US.
3	Non-Functional	Privacy/Data Protection	<p>Privacy and data protection relates to how PII is used throughout the information lifecycle (creating, accessing, using, modifying, storing, and archiving/destroying). Privacy and data protection standards require the implementation of physical, technical and administrative safeguards to protect data throughout the information lifecycle. Compliance to standards, regulations (state and federal), and best practices must be validated and verified.</p> <p>The following is a brief primer on the five broad categories of data as identified in city policy you must address:</p> <p>1. Regulated Data: Refers to information protected by applicable regulatory rules or recognized standards that require implementation of privacy and data security safeguards. These include, but are not limited to HIPAA, CJIS, PCI, FTI, and FERPA.</p> <p>2. Personally Identifiable Information (PII): Refers to information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific person. This includes, Name and DOB, Social Security Number, personal phone, personal email address, ethnicity, etc.</p> <p>3. Proprietary and/or Confidential Information: Refers to information that is specifically flagged by CAO as proprietary or confidential under Colorado Law.</p>				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.>
								<Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
3.1	Non-Functional	Personal Identifiable Information (PII)	NIST Special Publication 800-122 defines PII as "any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information."	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due acknowledges PII and will work with Denver on all PII related coverage.
3.2	Non-Functional	National Institute of Standards and Technology (NIST) SP 800-53R4	The solution complies with the National Institute of Standards and Technology (NIST) SP 800-53R4.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due acknowledges the NIST requirements and will comply with applicable standards.
3.3	Non-Functional	Criminal Justice Information Services Division (CJIS) Security Policy	The solution complies with the Criminal Justice Information Services Division (CJIS) Security Policy.	Could Have	Future Release	The current version of the solution cannot meet the requirement "Out of the Box" or "With Configuration" but will be able to with a scheduled, future release of the product.		First Due can work with Denver to meet the CJIS information on Page 17 of the RFP by EOY 2025.

ID	Requirement Type	Requirement Name	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
4	Non-Functional	Reliability	Degree to which a system, product or component performs specified functions under specified conditions for a specified period of time. Sub-characteristics: Maturity: Degree to which a system, product or component meets needs for reliability under normal operation. Availability: Degree to which a system, product or component is operational and accessible when required for use. Fault tolerance: Degree to which a system, product or component operates as intended despite the presence of hardware or software faults. Recoverability: Degree to which, in the event of an interruption or a failure, a product or system can recover the data directly affected and				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
4.1	Non-Functional	Data Ownership	The solution shall ensure that the City and County of Denver retain ownership of records stored within the vendor's product. The City shall have the capability to retrieve reports from their data at any time.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement.
4.2	Non-Functional	Error Handling and Logging	The system should handle errors gracefully, provide meaningful error messages to users, and log errors for troubleshooting and debugging purposes.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement.
5	Non-Functional	Compatibility	Degree to which a product, system or component can exchange information with other products, systems or components, and/or perform its required functions, while sharing the same hardware or software environment. This characteristic is composed of the following sub-characteristics: Co-existence: Degree to which a product can perform its required functions efficiently while sharing a common environment and resources with other products, without detrimental impact on any other product. Interoperability: Degree to which two or more systems, products or components can exchange information and use the information that				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
5.1	Non-Functional	Data Import/Export	CCD shall have the ability to import and export all data at any time.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due will work with CCD regarding all data import/export covered in the RFP. Scoping is required for any additional requirements.
5.2	Non-Functional	Web Services/API	The solution can efficiently and effectively support data exchange (sending/receiving) using established Web Services standards/Open API. (All interfaces shall be detailed and documented in the IRM).	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		Please see IRM for proposed interfaces.
6	Non-Functional	Manageability	Manageability defines how easy it is for system administrators to manage the application, usually through sufficient and useful instrumentation exposed for use in monitoring systems and for debugging and performance tuning.				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
6.1	Non-Functional	Ease of Configuration	The solution should provide user-friendly interfaces for configuration, allowing administrators to easily adjust settings and parameters without extensive training.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement.
6.2	Non-Functional	Monitoring and Logging	They solutions should include robust monitoring and logging features to track system performance, identify potential issues, and facilitate troubleshooting and optimization efforts.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		
6.3	Non-Functional	Proactive alerting	The solution should proactively alert administrators to potential issues, anomalies, or security threats, enabling prompt actions to mitigate risks and maintain system integrity.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		The system can provide some level of autoamted alerts where applicalbe. However, most issues can be resolved by First Due's dedicated IT team. They are responsible for alerting customers according to our SLA.
7	Non-Functional	Performance Efficiency	This characteristic represents the performance relative to the amount of resources used under stated conditions. This characteristic is composed of the following sub-characteristics: Time behavior: Degree to which the response and processing times and throughput rates of a product or system, when performing its functions, meet requirements. Resource utilization: Degree to which the amounts and types of resources used by a product or system, when performing its functions, meet requirements. Capacity: Degree to which the maximum limits of a product or system				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
7.1	Non-Functional	Number of Users	The solution shall support a total of 4,000 users and ensure concurrency for the same number of users during peak usage periods.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due can support an unlimited number of concurrent users. Our system is designed to scale up and down to support peak and low usage hours.

ID	Requirement Type	Requirement Name	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
7.2	Non-Functional	Number of Customer Records	The solution shall be capable of processing and storing a total of 4,000 customer records efficiently.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due can support an unlimited number of concurrent users and the information associated with those users.
7.3	Non-Functional	Response time	The solution shall maintain a response time of no longer than 2 seconds for user interactions, ensuring optimal system performance and user satisfaction.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement.
7.4	Non-Functional	Storage Capacity	The solution shall have the ability to store approximately unlimited volume of data.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due can support any volume of data you will need to store.
7.5	Non-Functional	Caching	The solution shall implement caching mechanisms to store frequently accessed data and reduce response times for subsequent requests.	Could Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement where applicable.
8	Non-Functional	Scalability	Scalability is capability of a system to either handle increases in load without impact on the performance of the system, or the capability to be readily enlarged.				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>

ID	Requirement Type	Requirement Name	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
8.1	Non-Functional	Scalability and Extensibility	The solution architecture shall be scalable to accommodate future growth in data volume, user base, and system complexity. It shall also support easy extensibility for adding new features or functionalities.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due is designed to be entirely scalable via our AWS cloud architecture. This includes accomodating future growth.
8.2	Non-Functional	Automated maintenance tasks	The solution should support automated maintenance tasks as software updates, database backups, and system health checks to minimize manual intervention and ensure system reliability.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due has several automated maintenance tasks include backups, health checks, reliability processes and updates.
9	Non-Functional	Portability	Degree of effectiveness and efficiency with which a system, product or component can be transferred from one hardware, software or other operational or usage environment to another. This characteristic is composed of the following sub-characteristics: Adaptability: Degree to which a product or system can effectively and efficiently be adapted for different or evolving hardware, software or other operational or usage environments. Installability: Degree of effectiveness and efficiency with which a product or system can be successfully installed and/or uninstalled in a specified environment. Replaceability: Degree to which a product can replace another specified software product for the same purpose in the same				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
9.1	Non-Functional	Adaptability	The solution shall be designed with modular components and flexible architecture to accommodate changes in hardware and software environments, allowing for easy adaptation and scalability as business needs evolve.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement.
9.2	Non-Functional	Installation	The solution installation process shall be user-friendly, requiring minimal technical expertise for successful deployment.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement.
9.3	Non-Functional	Replaceability	The solution shall support standard communication protocols and data formats to facilitate seamless integration with existing software products for replacement purposes.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due will work with Denver to support communication protocols and data formats for integration with the products outlined in this RFP.
9.4	Non-Functional	Testing	Compatibility testing shall be conducted to verify the systems' ability to replace specified software products without adverse effects on functionality or performance.	Should Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product's source code – so that it functions in a way that meets the City's specific business needs.		Testing will be performed as needed based on the outlined scope and deliverables of the implementation process.
10	Non-Functional	Recoverability	Recoverability refers to the capability to restore your deployment to the point at which a failure occurred. The capability to recover quickly from a system failure or disaster depends not only on having current backups of your data, but also on having a predefined plan for recovering that data on new hardware.				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
10.1	Non-Functional	Disaster Recovery	The solution must be capable of restoring its performance level and recovering data directly impacted in the event of a failure.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due tests is DR yearly and can meet these requirements.
10.2	Non-Functional	Data Backup	The solution shall maintain a backup success rate of at least 99.9%, ensuring that data backups are completed successfully and reliably within the specified backup window of 1 hour.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement.
10.3	Non-Functional	Fault Discovery and Remediation	The solution provider must have the capability to promptly identify and rectify faults within the software system and maintain a robust maintenance process to accommodate changes. Prior to any system outages, the vendor must collaborate with the City to ensure coordinated actions.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due has a dedicated team to provide maintenance and changes to the system. Our team identifies and rectifies faults according to our documented procedures.
11	Non-Functional	Usability	Usability defines how well the application meets the requirements of the user and consumer by being intuitive, easy to localize and globalize, providing good access to users with a variety of skills, and resulting in a good overall user experience.				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
11.1	Non-Functional	User Interface and User Experience	The system should have an intuitive and user-friendly interface, with features such as responsive design, accessibility, and usability testing.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement.
11.2	Non-Functional	Web UX/UI Standards	The solution must adhere to the Web UX/UI standards and guidelines provided by the City and County of Denver, accessible at https://denvergov.org/denverstyleguide/ .	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due agrees to work with the City and the County to meet applicable web ux/ui standards.
11.3	Non-Functional	Mobile devices (smartphones/tablets)	The solution must offer a web-based portal accessible via smartphones and/or tablets using web browsers.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement. Our system is web-based and can be accessed by browser or phone.
11.4	Non-Functional	Responsive UI	Web Applications must conform to responsive design standards, which detect users' screens and adjust the layout based on screen size and orientation, ensuring optimal rendering on modern browsers and smartphones.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement.
11.5	Non-Functional	Responsive Design for Mobility	The solution must incorporate responsive design principles tailored for mobile devices.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement.
11.6	Non-Functional	Outgoing calls/text	The solutions shall support outgoing calls and texting capabilities.	Should Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product's source code – so that it functions in a way that meets the City's specific business needs.		First Due requests to review requirements for the system to provide outgoing calls.

ID	Requirement Type	Requirement Name	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
11.7	Non-Functional	Voicemail	The solutions shall have the capability to leave voicemails.	Should Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product’s source code – so that it functions in a way that meets the City’s specific business needs.		First Due requests to review requirements for the system to leave voicemails.
11.8	Non-Functional	Multilingual Support - Translation	The system shall support translation into multiple languages to accommodate users from diverse linguistic backgrounds	Could Have	Future Release	The current version of the solution cannot meet the requirement “Out of the Box” or “With Configuration” but will be able to with a scheduled, future release of the product.		First Due is actively working towards additional language translation capabilities. If this is required, please let us know.
11.8.1	Non-Functional	Multilingual Support - Options	Users shall have the option to select their preferred language from a list of supported languages.	Could Have	Future Release	The current version of the solution cannot meet the requirement “Out of the Box” or “With Configuration” but will be able to with a scheduled, future release of the product.		First Due is actively working towards additional language translation capabilities. If this is required, please let us know.
11.8.2	Non-Functional	Multilingual Support - User interfaces	All user-facing interfaces, including menus, buttons, error messages, and help documentation, shall be translatable.	Could Have	Future Release	The current version of the solution cannot meet the requirement “Out of the Box” or “With Configuration” but will be able to with a scheduled, future release of the product.		First Due is actively working towards additional language translation capabilities. If this is required, please let us know.
11.8.3	Non-Functional	Multilingual Support - Stored	Translations shall be stored in easily modifiable files or databases to facilitate updates and additions of new languages.	Could Have	Future Release	The current version of the solution cannot meet the requirement “Out of the Box” or “With Configuration” but will be able to with a scheduled, future release of the product.		First Due is actively working towards additional language translation capabilities. If this is required, please let us know.
11.8.4	Non-Functional	Multilingual Support - Manage	The system shall provide a mechanism for translators to contribute and manage translations efficiently.	Could Have	Future Release	The current version of the solution cannot meet the requirement “Out of the Box” or “With Configuration” but will be able to with a scheduled, future release of the product.		First Due is actively working towards additional language translation capabilities. If this is required, please let us know.
11.8.5	Non-Functional	Multilingual Support - Consistency	Translated content shall maintain consistency in terminology and formatting across all supported languages.	Could Have	Future Release	The current version of the solution cannot meet the requirement “Out of the Box” or “With Configuration” but will be able to with a scheduled, future release of the product.		First Due is actively working towards additional language translation capabilities. If this is required, please let us know.
11.8.6	Non-Functional	Multilingual Support - API	Automated tools or APIs shall be utilized to assist in the translation process, ensuring accuracy and efficiency.	Could Have	Future Release	The current version of the solution cannot meet the requirement “Out of the Box” or “With Configuration” but will be able to with a scheduled, future release of the product.		First Due is actively working towards additional language translation capabilities. If this is required, please let us know.
11.8.7	Non-Functional	Multilingual Support - Selection	Language selection and translation settings shall be customizable based on user preferences or organizational requirements.	Could Have	Future Release	The current version of the solution cannot meet the requirement “Out of the Box” or “With Configuration” but will be able to with a scheduled, future release of the product.		First Due is actively working towards additional language translation capabilities. If this is required, please let us know.
12	Non-Functional	Data Integrity and Data Quality	<p>Data Integrity: Data integrity refers to the accuracy, consistency, and reliability of data throughout its lifecycle. It ensures that data is complete, valid, and reliable, reflecting the true state of the information it represents. Maintaining data integrity involves implementing measures to prevent unauthorized access, corruption, or loss of data, as well as ensuring that data remains consistent and coherent across different systems and processes.</p> <p>Data Quality: Data quality focuses on the fitness for use of data, assessing its accuracy, completeness, consistency, timeliness, and relevance for specific purposes or requirements. High data quality ensures that data is reliable, relevant, and actionable, enabling informed decision-making and supporting business processes effectively. Achieving and maintaining data quality involves implementing data governance practices, data validation rules, data cleansing processes, and ongoing monitoring and improvement</p>				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
12.1	Non-Functional	Data Retention - specified period	The solution shall adhere to defined data retention policies, ensuring compliance with industry regulations and organizational standards by retaining data for a specified period of 7 years.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.		First Due will meet this requirement.
12.2	Non-Functional	Data Retention - storage	The solution shall implement mechanisms to minimize the storage of obsolete or redundant information, optimizing storage costs, system performance, and data security.	Should Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.		First Due meets this requirement.
12.3	Non-Functional	Data Retention - Historical Information	The solution shall establish policies for historical data availability, specifying conditions for data archiving or removal to support effective lifecycle management and ensure accessible, relevant information.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.		First Due meets this requirement.
12.4	Non-Functional	Data Validation	The solution shall enforce strict data validation rules to ensure that all input data meets predefined criteria for accuracy, completeness, and consistency.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.		First Due meets this requirement.
12.5	Non-Functional	Data Accuracy	The solution shall maintain a high level of data accuracy, with an allowable error rate of less than 0.1% for all stored data.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.		First Due meets this requirement.
12.6	Non-Functional	Data Consistency	The solution shall maintain data consistency across all modules and databases, ensuring that related data elements remain synchronized and coherent.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.		First Due meets this requirement.
12.7	Non-Functional	Data Completeness	The solution shall ensure that all required data fields are populated for each record, with missing or incomplete data flagged for review and correction.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.		First Due meets this requirement.
12.8	Non-Functional	Data Timeliness	The solution shall prioritize timely data processing and updates, with all data reflecting real-time or near-real-time information whenever possible.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.		First Due meets this requirement.
12.9	Non-Functional	Data Security	The solution shall implement robust security measures to protect data integrity, including encryption, access controls, and audit trails to prevent unauthorized access, modification, or deletion.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.		First Due meets this requirement.
12.10	Non-Functional	Data Governance	The solution shall adhere to established data governance policies and procedures to maintain data quality standards, including regular audits, data profiling, and data stewardship responsibilities.	Must Have	Out-of-the-Box	The solution meets the requirement as is, “out-of-the-box” functionality with no configuration or custom programming/coding.		First Due meets this requirement.

ID	Requirement Type	Requirement Name	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
12.11	Non-Functional	Data Monitoring	The solution shall provide monitoring and reporting capabilities to track key data quality metrics, such as error rates, completeness scores, and consistency checks, allowing for proactive identification and resolution of data quality issues.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement.
12.12	Non-Functional	Data Cleansing	The solution shall support automated data cleansing processes to identify and rectify inconsistencies, errors, or duplicates within the dataset on a scheduled basis.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement.
12.13	Non-Functional	Data Deduplication	The solution shall employ robust algorithms and mechanisms to detect and eliminate duplicate records within the database. This process should occur in real-time during data entry or batch processing, ensuring that only unique and accurate information is stored.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement.
12.14	Non-Functional	Resolve Duplicates	The solution should provide users with tools to merge or resolve potential duplicates manually, maintaining data integrity and consistency across all stored records.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement.
13	Non-Functional	Compliance	Compliance includes conforming to rules, such as a specification, policy, standard or law. This includes standards and guidelines as set by City and County of Denver Technology Services.				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
13.1	Non-Functional	Accessible Digital Technology (ADA) for HB21-1110	All information and communication technology (ICT) must follow HB21-1110 and is compliant with WCAG 2.1 levels A and AA as published by World Wide Web Consortium (W3C). ICT includes but is not limited to, websites, electronic communications, digital documents, digital content, forms, applications, digital kiosks, video files, audio recordings and software interfaces for hardware components. https://www.w3.org/WAI/WCAG21/Understanding/	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		Where applicable, First Due will meet these requirements.
13.2	Non-Functional	Hardware with accessible user interfaces	Hardware with a built-in user interface must meet Section 508 of the Rehabilitation Act of 1973 Chapter 4: Hardware https://www.access-board.gov/ict/#401-general	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		N/A - Not providing hardware
13.3	Non-Functional	Accessibility Report	The vendor should provide a Accessibility Conformance Report (ACR) using the standardized Voluntary Product Accessibility Template (VPAT) with WCAG 2.1 A and AA and/or Section 508 standards.	Must Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product’s source code – so that it functions in a way that meets the City’s specific business needs.		First Due is in the process of reviewing our system and completing VPAT’s. As a system for sworn personnel and not consumed by the public, many areas of these requirements may not apply.

ID	Requirement Type	Requirement Name	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
1	Transition	Data Migration	Captures the data migration requirements necessary to transition from the current solution to the new solution. This could include requirements such as data mapping, data cleanup/verification, data transfer (extraction/loading), and any other testing to ensure for a successful data migration.				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
1.1	Transition	Data migration from Telestaff	Data migration is needed for 1 full year from Telestaff to the new solution.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due meets this requirement and will migrate your telestaff data.
1.2	Transition	Data Mapping and Analysis	The vendor must conduct a detailed data mapping exercise to understand the structure, formats, and relationships of the existing data. This analysis should identify any potential compatibility issues between the current data and the new system.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due will meet these requirements
1.3	Transition	Data Cleansing and Validation	The vendor must perform data cleansing activities to ensure that only accurate, relevant, and consistent data is migrated. This includes removing duplicates, correcting errors, and standardizing formats.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due will meet these requirements
1.4	Transition	Data Migration and Testing	The vendor must develop and execute a rigorous data migration testing plan, including unit tests, system tests, and user acceptance tests (UAT) to verify the accuracy and completeness of the data migration process.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due will meet these requirements
1.5	Transition	Data Security and Compliance	The vendor must implement robust security measures to protect sensitive data during the migration process. This includes encryption, access controls, and compliance with relevant data protection regulations (e.g., GDPR, HIPAA).	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due will meet these requirements
1.6	Transition	Phased Migration Approach	The vendor should propose a phased migration strategy, where data is transferred in stages, starting with non-critical data and moving to critical data, to minimize risk and ensure that any issues are identified and resolved early.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due will meet these requirements. We have provided additional migration information with our response.
1.7	Transition	Data Reconciliation and Verification	Post-migration, the vendor must perform data reconciliation to ensure that all data has been accurately migrated and that there are no discrepancies between the old and new systems.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due will meet these requirements
1.8	Transition	Data Migration Support and Training	The vendor must provide training and support to the in-house team to ensure they are familiar with the new data structures, tools, and processes in the new system.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due will provide training and support to your team during the implementation process.
1.9	Transition	Performance Metrics and Reporting	The vendor must define performance metrics to monitor the migration process, such as data transfer rates, error rates, and system downtime. Regular reporting on these metrics is required throughout the migration process.	Could Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due will meet these requirements. Metrics can be provided as part of the Implementation.
1.10	Transition	Contingency Planning and Rollback Procedures	The vendor must develop contingency plans and rollback procedures in case the migration encounters critical issues. These procedures should allow for the restoration of the previous system state without data loss or operational disruption.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due will meet these requirements
1.11	Transition	Final Data Migration Report	Upon completion of the migration, the vendor must provide a comprehensive final report that documents the entire migration process, including any issues encountered, resolutions implemented, and the final state of the data in the new system.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due will meet these requirements
2	Transition	System Migration	Captures the system migration requirements necessary to transition from the current solution to the new solution. This could include requirements such as orchestrating the cutover, special testing/validation, and any other requirements necessary to ensure a successful system migration.				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
2.1	Transition	API Interaction	The solution shall provide Data and Technology the needed API access so they have the ability to integrate other systems with this new solution.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due will meet these requirements
2.2	Transition	Java	IF Oracle Java is proposed and utilized, support must be purchased and maintained for the product's lifespan, by the vendor with regular patching.	Must Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product's source code – so that it functions in a way that meets the City's specific business needs.		Oracle Java requirements will require further review and scoping.
3	Transition	Support	Captures the requirements necessary so that there is adequate resources and processes in place for ongoing support (e.g. help desk, etc.).				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
3.1	Transition	Service Level Agreement (SLA)	The solutions must meet SLA outlined in attachment XX of the RFP document. Prior to responding to this requirement, vendors are advised to review the SLA document for details.	Must Have	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product's source code – so that it functions in a way that meets the City's specific business needs.		First Due requests the right to provide Denver with it's standard SLA as part of this RFP. If our SLA is not agreeable, we will work with Denver to come to a mutually agreeable SLA.

ID	Requirement Type	Requirement Name	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
3.2	Transition	Online Support	A 24*7 Self service online support center will be available, offering features such as chat, FAQs, and incident logging.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due can offer 24/7 services. Our portal is available 24/7 as well as our knowledge base center for FAQ's and more.
3.3	Transition	Email Support	Round-the-clock email support will be provided to address any inquires or issues promptly.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		Email support is available year round and will be responded to according to the agreed upon SLA requirements.
3.4	Transition	Phone Support	Standard business day telephone support will be available for immediate assistance during business hours.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		Telephone support is available during business hours/
3.5	Transition	Go Live Support	A go-live support plan of 60 business days or 3 months in place post implementation, during which the vendor will be available to address any identified issues.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due provides a full support and customer success team to assist our customers with go live.
4	Transition	Training	Captures the training requirements necessary to use and maintain the new solution. This would include training requirements such as onsite, online, "train-the-trainer", and any other training as deemed necessary by the stakeholders.				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
4.1	Transition	Online Tutorial	Permanent online trainings resources (non-live) will be included in the solution for ongoing learning and reference.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due has an online academy for additional training and review.
4.2	Transition	Train the Trainer	The solution will include a train-the-trainer program to empower designated trainers within the CCD team.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due has a comprehensive train the trainer program which will empower CCD team trainers.
4.3	Transition	Train the Team	A train-the-team session will be provided to ensure all relevant team members are proficient in using the solution effectively.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due will meet this requirement.
4.4	Transition	Live webinar training	Live online webinar training sessions will be available for additional training or refresher courses.	Could Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due's online academy and weekly online webinars can support Denver.
4.5	Transition	Testing	System testing will be conducted prior to implementation and training, with vendor collaboration on use cases for testing.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due will meet this requirement.
5	Transition	Documentation	Captures the documentation requirements necessary to use and maintain the new solution. This would include document requirements such as user and administrative documentation, hardcopy and electronic artifacts, knowledge base, and other documentation as deemed necessary by the stakeholders.				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
5.1	Transition	User Guides	Electronic and hard copy user guides tailored to different roles within the organization will be provided to ensure comprehensive understanding and utilization of the solution.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due will meet this requirement.
5.2	Transition	Manuals	Online user manuals will be accessible for future reference and guidance.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due provides release notes and guides for our systems to all customers.
5.3	Transition	Upgrades	Electronic documentation instructions for upgrades will be provided to facilitate seamless updates and enhancements to the solution.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due provides release notes and guides for our systems to all customers.
6	Transition	Licensing	Captures requirements on the type of licenses, cost, reissuance, and other factors of licensing. Licensing requirements are often driven by the budgetary constraints of the business and technology stakeholders.				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
6.1	Transition	Licensing	The solution shall support a smooth transition from the current licensing model to the new model without disruption ongoing operations. This includes provisions for migrating existing licenses, ensuring compatibility with new license management systems, and providing adequate training and support to users during the transition period.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due will meet this requirement. We have outlined more extensive implementation and data migration plans in our response.
6.2	Transition	Type of licenses	The solution shall support multiple types of licenses, including single user licenses, concurrent licenses, and site licenses, to accommodate varying user needs and organizational requirements.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due supports an unlimited number of concurrent users. All users will have the same type of license, however usage will not impact the rates provided by First Due.
6.3	Transition	Type of licenses	Licensing options shall include perpetual licenses, subscription-based licenses, and pay-per-use licenses, providing flexibility for users to choose the most suitable options.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due is a subscription based software as a service. First Due supports an unlimited number of concurrent users. All users will have the same type of license, however usage will not impact the rates provided by First Due.
6.5	Transition	Licensing agreement	The licensing agreement shall include provisions for scalability, allowing for the expansion of licensed users or resources as the system usage grows over time.	Must Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due is designed to be highly scalable thanks to our AWS architecture. We can support an unlimited number of concurrent users and are happy to work with Denver as they grow.
6.6	Transition	Notification	The solution shall enforce license limits and notify administrators when the maximum number of licensed users is reached, preventing unauthorized access and ensuring compliance with licensing agreements.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		N/A - See above

ID	Requirement Type	Requirement Name	Requirement Description	MoSCoW Value	Requirement Compliance	Requirement Compliance Description	Product/Module	Vendor Response Comments
7	Transition	Warranty	Captures requirements on warranties (e.g. Hardware, Software, Services) and the remediation related to the warranty (e.g. hardware replacement, monetary reimbursement, etc.)				<Please use this space to note what product/module of the solution is required to address the requirement.>	<Please use this space to expand on your response and/or reference supporting documentation (e.g. file attachments, online information, etc.) on how your solution meets the requirement.> <Note: If your solution only partially meets the requirement, please indicate clearly and specifically the elements of the requirement it does not meet.>
7.1	Transition	Software Warranty Coverage	The solution shall include a comprehensive warranty that covers software defects, system errors, and functional issues discovered within the warranty period, with specific provisions for remediation, including patches, updates, or replacements, at no additional cost.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		Our products do not have warranties, per se. Warranties typically cover repairs or replacements for hardware or software malfunctions during a specified period. In the SaaS context, customers are not purchasing a product but rather subscribing to a service, and the terms of service are outlined in the agreement between the customer and the SaaS
7.2	Transition	Warranty Period and Extensions	The initial warranty period for the software and hardware components (if any) shall be clearly defined, with an option to extend coverage as required by the purchasing agency. The warranty start date shall coincide with the official acceptance of the solution.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		See above
7.2	Transition	Support and Response Times	During the warranty period, the vendor shall provide defined response times for support requests, based on issue severity, to ensure timely resolution and minimal impact on operations.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		See above
7.2	Transition	Remediation for Service Interruptions	In the event of system downtime or significant service interruptions, the warranty shall outline specific remediation steps, including but not limited to service credits, monetary reimbursement, or free support extensions.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		First Due has documented procedures in the event of unplanned system downtime.
7.2	Transition	Notification and Communication of Warranty Rights	The vendor shall provide all stakeholders with clear documentation outlining warranty coverage, procedures for requesting warranty services, and expected timelines for remediation. Regular updates on known issues and planned fixes shall be shared proactively.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		All warranty information will be covered in First Due's contract.
7.2	Transition	Warranty Transition Documentation	The solution shall include documentation on transitioning to long-term support or maintenance post-warranty, detailing processes for continued updates, support availability, and options for extended warranties or SLAs (service-level agreements) upon warranty expiration.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		Our products do not have warranties, per se. Warranties typically cover repairs or replacements for hardware or software malfunctions during a specified period. In the SaaS context, customers are not purchasing a product but rather subscribing to a service, and the terms of service are outlined in the agreement between the customer and the SaaS provider, which is First Due.
7.2	Transition	Training and Knowledge Transfer	To ensure effective use and maintenance of the system post-warranty, the vendor shall provide training sessions and documentation transfer to agency personnel on managing the software and understanding warranty provisions and remedial actions.	Should Have	Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.		See above



This Service Level Agreement (“SLA”) outlines the City and County of Denver’s expectations regarding the Vendor Support programs and policies. We anticipate that these terms can be met; however, if adjustments are necessary, please revise only the sections highlighted in red font. Should any additional modifications be made, kindly highlight them, attach this document, and submit it with your proposal.

1. Definitions

“**City**” means the City and County of Denver or it’s designated representative.

“**Resident**” or “**Public**” refers to any person or group of people utilizing the City’s services.

“**Business Hours**” or “**Local Business Hours**” means Monday through Friday, 8:00am to 5:00pm, Mountain Time.

“**Vendor Offering**” means the software, applications, cloud services, and any associated support, maintenance, updates, enhancements, or additional services provided by the Vendor to the City under this Agreement. This includes any fixes, patches, and other improvements made to ensure the Vendor Offering operates in substantial conformity with the agreed-upon Documentation.

“**Fix**” or “**Bug Fix**” means the Vendor’s provision of a repair or replacement in the form of a patch, update, or e-fix to address and resolve a Problem, restoring the Vendor Offering’s functionality to comply substantially with its documentation.

“**Problem**” means a defect in a Vendor Offering that causes a failure to function as described in the applicable documentation, significantly impairing one or more features or functionalities of the Vendor Offering.

“**Service Credit**” refers to a credit granted to the City by the Vendor in cases where service availability or performance metrics, as defined in this document, are not met. The calculation and application of Service Credits are specified within this document.

“**SaaS/Cloud Services**” means the hosted software and services provided by the Vendor to the City, accessible via the internet. This includes all updates, maintenance, and necessary infrastructure for operating the Vendor Offering as described in the Agreement.

“**SupportNow Ticket**” refers to a support request logged into the City’s support system, documenting the problem, request, or incident and enabling tracking, escalation, and resolution by the City support team.

“**Respond**” means the Vendor’s acknowledgment of the City’s reported Problem through an email to the City’s designated support contact. This email must include the assigned support engineer’s name, date and time assigned, Problem Priority Level, and any additional relevant information.

“**Updates and Enhancements**” means any extensions, enhancements, or modifications that the Vendor applies to a Vendor Offering and provides to all entitled customers, free of charge, as part of the standard Support coverage.

“**Workaround**” means a temporary or alternative solution suggested by the Vendor that allows the City to bypass a Problem without significantly impairing the functionality or intended use of the Vendor Offering.

“**Priority Level**” refers to the impact level of a reporting Problem or request. The City may select the initial priority level upon submitting the case; however, the Vendor may, in good faith, adjust the priority if the issue does not align with the chosen priority’s criteria. Any priority changes must be communicated promptly to the City.

“**Time to Initial Contact**” means the amount of elapsed time within “Response Hours” after a problem has been logged with Vendor until the Vendor contacts the City to review and obtain further details of the issue or request.

“**Response Hours**” means the hours during which the Vendor is required to respond to reporting Problems, as defined in this document.

“**Resolution Time**” is the total time elapsed from the “Time to Initial Contact” until the problem is resolved and communicated to the City.

“**Resolution Goal**” means the Vendor’s commitment to resolving the problem, including the resolution steps, communication updates, and the targeted timeframe for completion.

“**Planned Outages**” are intentional and scheduled downtimes for maintenance, upgrades, or other operational activities.

“**Unplanned Outages**” are system downtimes resulting from unforeseen events such as technical failures, software bugs, or external disruptions.



2. Support Service Hours

The Vendor will provide software support services **24 hours a day, 7 days a week**.

3. Accessing Support

The Vendor shall provide multiple channels for customers to resolve technical issues. At a minimum, these channels shall include at least two of the following options:

- Online support, such as a ticketing system or dedicated email address
- Phone support, including a support line or technical contact
- A dedicated vendor representative

4. Vendor Offering Availability

- Uptime:** The Vendor Offering must maintain a minimum of **99.9%** Service Availability during each calendar month, ensuring that all components used in day-to-day operations are fully operational and available. This uptime percentage includes *unplanned outages only*.

- **Daily:** 1 minute, 26.40 seconds
- **Weekly:** 10 minutes, 4.80 seconds
- **Monthly:** 43 minutes, 12 seconds
- **Quarterly:** 2 hours, 9 minutes, 36 seconds
- **Yearly:** 8 hours, 45 minutes, 36 seconds

- Vendor Offering availability is calculated as follows:

$$X = \left\{ \left(\frac{\text{total minutes during which the user interface of the SaaS Services in a customer's production instance are available in the month}}{\text{total minutes in the month}} \right) - \left(\frac{\text{total minutes of scheduled maintenance in the month}}{\text{total minutes in the month}} \right) \right\}$$

$$Y = \left\{ \left(\frac{\text{total minutes in the month}}{\text{total minutes in the month}} \right) - \left(\frac{\text{total minutes of scheduled maintenance in the month}}{\text{total minutes in the month}} \right) \right\}$$

5. Planned and Unplanned Outages

- The City shall be notified in advance of all *planned outages* for any Vendor Offering or Vendor Offering function. Notifications must include the reason for the outage, estimated start and end times, and any potential impacts to the users. In the event of *unplanned outages*, the City must be notified immediately, followed by a communication detailing the issue, resolution steps taken, and an estimated timeline for restoring service.
- The City requires at least **1 week's** notice for all *planned outages*. The "Vendor" shall schedule *planned outages* only during non-mission-critical business hours, between **4:00-7:00 a.m.**, while ensuring compliance with the uptime percentage specified in Section 4a (Uptime) of this document.

6. Support Response and Resolution Goals

Priority Level	Priority Description	Time to Initial Contact	Response Hours	Resolution Time	Resolution Goal / Description
1	Emergency - A Vendor Offering is completely unavailable or severely impacted by a problem. The issue may pose a safety or security risk, and no reasonable workaround is available.	Vendor will respond within 60 minutes.	24 hours a day, 365 days a year	Vendor will resolve within 16 business hours.	After Vendor responds, work will begin immediately, and continuous efforts will be made to resolve the issue. Regular status updates will be provided at mutually agreed intervals until resolution. The Vendor will make every effort to provide a workaround or resolution within the given timeframe.



2	High - A Vendor Offering is significantly affected by a problem, impacting day-to-day operations, revenue generation, or public impact. No reasonable workaround is available.	Vendor will respond within 1 business hour.	24 hours a day, 365 days a year	Vendor will resolve within 16 business hours.	After the Vendor responds, continuous work on the problem will begin. Regular status updates will be provided at mutually agreed intervals until resolution. The Vendor will strive to provide a workaround or resolution within the resolution time.
3	Medium - A Vendor Offering is moderately affected by a problem. The issue is not critical, and the Vendor Offering remains operational. A workaround may be available.	Vendor will respond within 4 business hours.	8:00 am – 5:00 pm MST / MDT	Vendor will resolve within 3 business days	The Vendor will use commercially reasonable efforts to provide a workaround or resolution within 3 business days . Regular status updates will be provided at mutually agreed intervals until the issue is resolved.
4	Low - Non-critical problems, general questions, or issues where functionality does not align with documented specifications but has no significant business impact.	Vendor will respond within 1 business day.	8:00 am – 5:00 pm MST / MDT	Vendor will resolve within 15 business days	The Vendor will use commercially reasonable efforts to provide an answer within 15 business days . Resolution may be included in a future release of the Vendor Offering.

7. Escalation Path

The City will follow this escalation path for questions and problems.

Tier	Support Type	Contact Method	Responsibilities
1	City Super User(s)	Teams / Email / Phone	The designated user(s) at the Agency trained in Vendor Offering usage, responsible for assisting authorized users with basic questions. Responsibilities include: <ul style="list-style-type: none"> - Guiding users on major software functions - Assisting with self-service password resets - Documenting steps to reproduce errors - Identifying error types (e.g., user, application, network) - Escalating issues to the application administration team
2	City Application Administration / Technical Support	Open a SupportNow Ticket	This user or team responsible for application administration and technical support. Responsibilities include: <ul style="list-style-type: none"> - Managing user access and permissions - Troubleshooting application issues - Providing user assistance - Escalating unresolved issues to Vendor support tiers
3	Vendor Online Support	<p>a. First Due's online support: https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support</p> <p>b. First Due's email for support: is:support@firstdue.com</p>	Vendor's primary support team for handling application-related issues. Responsibilities include: <ul style="list-style-type: none"> - Troubleshooting all reporting issues - Resolving issues when possible - Coordinating with third-party providers as necessary - Managing routine maintenance and updates



4	Vendor Phone Support	First Due's phone for support is: (516) 874-5818	Vendor's emergency support, providing an escalation path for unresolved issues. Responsibilities include: - Offering 24/7 support for critical and emergency issues - Resolving Vendor Offering-wide issues, including core functionality, interfaces, middleware, and integrated components
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8. Service Credits & Termination

- a. **Problem Response:** If the initial Time to Contact using the designated contact methods exceeds the SLA by more than **10%** for an Emergency or High Priority Problem, the Vendor will issue a Service Credit applied to the City's next invoice according to the following scale.

% Exceeding SLA	Service Credit
10% - 30%	5%
31% - 50%	10%
51% - 70%	15%
71% or more	20%

- b. **SLA Compliance:** If initial Time to Contact or Time to Resolution exceeds SLA by more than **30%**, the Vendor will issue a Service Credit of 10%, applied to the City's next invoice.
- c. **Uptime Compliance:** If Vendor Offering availability falls below **99.9%** in any given month, and the City has fulfilled all obligations under the Agreement, the Vendor will issue a Service Credit on the City's next invoice based on the following availability scale. Service Credits will be calculated as a percentage of the monthly fee for the affected **SaaS/Cloud Services**. In any given month, the City is not entitled to Service Credits exceeding 50% of its monthly fee for the affected services.

% Vendor Offering Availability	Service Credit
99.9%	10%
99.0%	20%
98.0%	30%
97.0%	40%
96.0%	50%

- d. **Miscellaneous.** The City reserved the right to request information from the Vendor at any given time to verify compliance with the provisions of this SLA.



EXHIBIT C - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/08/2025

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

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

PRODUCER Twin City Group 4500 Park Glen Rd. ste 400 Minneapolis MN 55416		CONTACT NAME: Kathy Matula PHONE (A/C, No, Ext): (952) 924-6900 FAX (A/C, No): (952) 925-0631 E-MAIL ADDRESS: certificates@twincitygroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Charter Oak Fire Ins Co	
		INSURER B: Phoenix Insurance (PHX)	
		INSURER C: Travelers Indemnity (IND)	
		INSURER D: Underwriters at Lloyd's London	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 24/25 GL, BA, Umb, Prof

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ZPP-16P69483-24-15	10/27/2024	10/27/2025	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY			BA-1X531761-24-I5-G	10/27/2024	10/27/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$	
							\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP-1X535483-24-15	10/27/2024	10/27/2025	EACH OCCURRENCE \$ 9,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 9,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ESN0140086115	09/18/2024	09/18/2025	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
	Professional Liability & Cyber Liability						Technology Prof E&O \$5,000,000	
							Cyber Liability \$5,000,000	

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

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured. TECHS-202580607

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver Department of Technology Services 201 W. Colfax Ave. Dept. 301 Denver CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/08/2025

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

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

PRODUCER Doug Jones (Justworks) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267	CONTACT NAME: Justworks Customer Success PHONE (A/C, No, Ext): (888) 534-1711 FAX (A/C, No): E-MAIL ADDRESS: support@justworks.com <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : American Zurich Insurance Company</td> <td style="border: none;">40142</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Zurich Insurance Company	40142	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : American Zurich Insurance Company	40142														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Justworks Employment Group LLC Labor Contractor, for co-employees of: Locality Media Inc. dba: First Due Size-Up PO Box 7119 Church Street Station New York, NY 10008-7119															

COVERAGES**CERTIFICATE NUMBER:** 25NY017951082**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC 02-14-747-08	06/01/2025	06/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
				Location Coverage Period:	06/01/2025	06/01/2026	Client# 19343-NY

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

Coverage is provided for only those co-employees of, but not subcontractors to:

Locality Media Inc. dba: First Due Size-Up
 107 7th street
 Garden City, NY 11530

CERTIFICATE HOLDER

City and County of Denver Department of Technology Services
 201 W. Colfax Ave., Dept. 301
 Denver, CO 80202

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

EXHIBIT D, 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 Software (collectively, “Upgrades”), without additional charge, promptly after commercial release. Upon delivery to the City, Upgrades will become part of the Software and will be subject to the license and other terms of this Agreement applicable to such 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:** RESERVED.
- 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 policies, 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: RESERVED.

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.
- 4.3. 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 any prepaid fees related to the rejected deliverable, 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, or repair, 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 the pro rata amounts paid for such Work.

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) 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 fines, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information disclosure, the cost of replacing active credit cards, and any losses associated with fraudulent transaction(s) occurring after a security breach or loss of information with respect to credit card information, and shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by 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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