

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and OpenCities, Inc., a Delaware Corporation registered to do business in Colorado, whose address is 1314 22nd Avenue, #697, San Francisco, CA 94122 (“Contractor”), individually a “Party” and jointly “the Parties.”

RECITALS

WHEREAS, the City is desirous of engaging a hosted third-party solution provider to aid the City in operating its public website and the Contractor has agreed to provide the hosted solution, services and other deliverables under the terms and conditions as set out below; and

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

1. DEFINITIONS. Whenever used herein, any schedules, exhibits, order forms, or addenda to this Agreement, the following terms shall have the meanings assigned below unless otherwise defined therein. Other capitalized terms used in this Agreement are defined in the context in which they are used.

1.1. “**Acceptance**” means the Deliverable demonstrates to the City's reasonable satisfaction that the Deliverable conforms to and operates in all material respects according to the Acceptance Criteria, and if required, has successfully completed Acceptance Testing in all material respects, and for Deliverables not requiring Acceptance Testing that the Deliverable reasonably conforms in all material respects to the Acceptance Criteria or the City's requirements.

1.2. “**Acceptance Certificate**” means a written instrument by which the City promptly notifies Contractor that a Deliverable has been Accepted or Accepted with exceptions, and Acceptance Criteria have been met or waived, in whole or in part.

1.3. “**Acceptance Criteria**” means functionality and performance requirements

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

- 1.4. "**Acceptance Date**" means the date on which the City issues an Acceptance Certificate for the System or a Deliverable.
- 1.5. "**Acceptance Test**" means the evaluation and testing method, procedures, or both, that are set forth in the Order Form for the applicable Product or Service and are used to determine whether or not the System or a Deliverable requiring Acceptance Testing performs in accordance with the Acceptance Criteria.
- 1.6. "**City Data**" means all information, whether in oral or written (including electronic) form, created by or in any way originating with the City and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with the City, in the course of using and configuring the Services provided under this Agreement, and includes all records relating to the City's use of Contractor Services. City Data also includes Confidential Information disclosed to Contractor.
- 1.7. "**Confidential Information**" means all records or data that is disclosed in written, graphic or machine recognizable form and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent, or, if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) Calendar Days of the disclosure and is not subject to disclosure under CORA. Confidential Information shall include, but is not limited to, PII, PHI, PCI, federal or state tax information ("Tax Information"), Criminal Justice Information (CJI), personnel records, financial, statistical, personnel, human resources data or Personally Identifiable Information and/or Personal Information as described in the C.R.S 24-73-101, *et seq*; attorney/client privileged communications; information which is exempt per federal laws (including but not limited to copyright or HIPPA), all of which is not subject to disclosure under CORA. Confidential Information does not include information which: (a) is public or

becomes public through no breach of the confidentiality obligations herein; (b) is disclosed by the party that has received Confidential Information (the "Receiving Party") with the prior written approval of the other party; (c) was known by the Receiving Party at the time of disclosure; (d) was developed independently by the Receiving Party without use of the Confidential Information; (e) becomes known to the Receiving Party from a source other than the disclosing party through lawful means; (f) is disclosed by the disclosing party to others without confidentiality obligations; or (g) is required by law to be disclosed.

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

describe the functional, operational and/or performance capabilities of the Services; (c) any Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by the City, and the responses thereto from Contractor, and any document which purports to update or revise any of the foregoing; and (d) the results of any Contractor "Use Cases Presentation," "Proof of Concept" or similar type presentations or tests provided by Contractor to the City or as required to be produced by Contractor subject to the terms of this Agreement.

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

under common law, state law, and federal law.

- 1.18. **"Order Form"** means a quote in the form attached hereto as an exhibit, setting forth certain Products and/or Services to be provided pursuant to this Agreement. Any reference to an "Order Form" in this Agreement includes Products and/or Services purchased by the City pursuant to Contractor's online ordering process. An Order Form can also be a statement of work or scope of work if attached to this Agreement.
- 1.19. **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.
- 1.20. **"PII"** means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-72-501 and 24-73-101, C.R.S.
- 1.21. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act. If this Agreement involves the transmission of PHI a separate Business Associates Agreement will become a part of this Agreement.
- 1.22. **"Product(s)"** means software, Equipment, and supplies delivered, or to be delivered, pursuant to an Order Form.
- 1.23. **"Protected Information"** includes, but is not limited to, personally-identifiable information, student records, protected health information, criminal justice information or individual financial information and other data defined under § 24-72-

101 *et seq.*, and personal information that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information. The loss of such Protected Information would constitute a direct damage to the City.

- 1.24. **“RFP Response”** means any proposal submitted by Contractor to City in response to City's Request for Proposal ("RFP").
- 1.25. **“Services”** means Contractor’s computing solutions, provided to the City pursuant to this Agreement, that provide the functionality and/or produce the results described in the Documentation, including without limitation all Enhancements thereto and all interfaces.
- 1.26. **"Service Level Agreement(s)"** mean the provisions set forth on Exhibit A attached hereto, which are incorporated into this Agreement by this reference.
- 1.27. **"Specifications"** means the most current cumulative statement of capabilities, functionality, and performance requirements for the Products or Services as set out in the Acceptance Criteria, Order Forms, Documentation, Contractor's representations, Contractor's proposal, and the City's Request for Proposals.
- 1.28. **“Subcontractor”** means any third party engaged by Contractor to aid in performance of the work or the Service. Contractor shall provide to the City upon request a list of Subcontractors providing material services to the Service.
- 1.29. **"System"** means the operational combination of all Products and Services to be provided by Contractor to the City under this Agreement.
- 1.30. **“Third Party”** means persons, corporations and entities other than Contractor, the City or any of their employees, contractors or agents.
- 1.31. **“Third-Party Host”** means the entity where the physical location of the server(s) of the Contractor’s software resides.

2. RIGHTS AND LICENSE IN AND TO DATA

- 2.1. The Parties agree that as between them, all rights in and to City Data shall remain the exclusive property of the City, and Contractor has a limited, nonexclusive license to access and use City Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.

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

3. DATA PRIVACY

- 3.1. Contractor will use City Data only for the purpose of fulfilling its duties under this Agreement and for the City's sole benefit and will not share City Data with or disclose it to any Third Party without the prior written consent of the City or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use City Data for Contractor's own benefit and, in particular, will not engage in "data mining" of City Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by the City.
- 3.2. Contractor will provide access to City Data only to those Contractor employees, contractors and Subcontractors ("Contractor Staff") who need to access City Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to City Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of City Data they will be handling.
- 3.3. If Contractor receives Protected Information of a Colorado resident under this Agreement, Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the personal identifying

information and the nature and size of Contractor's business and its operations. Unless Contractor agrees to provide its own security protections for the information it discloses to a third-party service provider, Contractor shall require all its third-party service providers to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the personal identifying information disclosed and reasonably designed to help protect the personal identifying information subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. Contractor and its third-party service providers that maintain electronic or paper documents that contain Protected Information under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the Protected Information to make it unreadable or indecipherable when the records are no longer needed.

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

4. DATA SECURITY AND INTEGRITY

4.1. All facilities, whether Contractor hosted or Third-Party Hosted, used to store and process City Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to provide the requested Service availability and to secure City Data from unauthorized access, destruction, use, modification, or disclosure appropriate for City Data. Such measures, when applicable due to the presence of Protected Information, include, but are not limited to, all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075

for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), (vii) §24-72-101 et seq., (viii) the Telecommunications Industry Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-942); (ix) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Addendum attached to this Agreement, if applicable. Contractor shall submit to the Manager, within fifteen (15) days of the Manager's written request, copies of Contractor's policies and procedures to maintain the confidentiality of protected health information to which Contractor has access, and if applicable, Contractor shall comply with all HIPAA requirements contained herein or attached as an exhibit.

- 4.2. Contractor warrants that all City Data will be encrypted in transmission (including via web interface) and in storage by a mutually agreed upon National Institute of Standards and Technology (NIST) approved strong encryption method and standard.
- 4.3. Contractor shall use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to anti-virus and anti-malware protections and intrusion detection and reporting in providing Services under this Agreement. Contractor shall ensure that any underlying or integrated software employed by the Service is updated on a regular basis and does not pose a threat to the security of the Service.
- 4.4. Contractor shall, and shall cause its Subcontractors, to do all of the following:
 - 4.4.1. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement.
 - 4.4.2. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.

- 4.4.3. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
- 4.4.4. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
- 4.4.5. Promptly report all Data Incidents, including Data Incidents that do not result in unauthorized disclosure or loss of data integrity.
- 4.4.6. Comply with all rules, policies, procedures, and standards issued by the City's Technology Services Security Section.
- 4.4.7. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the City with scheduled access for the purpose of inspecting and monitoring access and use of City Data, maintaining City systems, and evaluating physical and logical security control effectiveness.
- 4.4.8. Contractor shall perform current background checks in a form reasonably acceptable to the City on all of its respective employees and agents performing services or having access to City Data provided under this Agreement, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to City Data shall be deemed to be current.
- 4.4.9. Contractor will provide notice to the security and compliance representative for the City indicating that background checks have been performed. Such notice will inform the City of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
- 4.4.10. If Contractor will have access to Tax Information under the Agreement, Contractor shall comply with the background check requirements defined in IRS Publication 1075 and § 24-50-1002, C.R.S.
- 4.5. If applicable, Contractor shall use, hold, and maintain Confidential and Protected Information in compliance with all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all Confidential and Protected Information.

- 4.6. Within one year of the Effective Date of this Agreement, Contractor, will at its expense conduct or have conducted the following, and thereafter, Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Data Incident:
- 4.6.1. A SSAE 16/SOC 2 or other mutually agreed upon audit of Contractor's security policies, procedures and controls;
- 4.6.2. A quarterly external and internal vulnerability scan of Contractor's systems and facilities, to include public facing websites, that are used in any way to deliver Services under this Agreement. The report must include the vulnerability, age and remediation plan for all issues identified as critical or high;
- 4.6.3. A formal penetration test, performed by process and qualified personnel of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement.
- 4.7. Contractor will provide the City the reports or other documentation resulting from the above audits, certifications, scans and tests within seven (7) business days of Contractor's receipt of such results.
- 4.8. Based on the results and recommendations of the above audits, certifications, scans and tests, Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures to meet its obligations under this Agreement and provide the City with written evidence of remediation.
- 4.9. The City may require, at its expense, that Contractor perform additional audits and tests, the results of which will be provided to the City within seven (7) business days of Contractor's receipt of such results.
- 4.10. Contractor shall protect data against deterioration or degradation of data quality and authenticity, including, but not limited to annual Third Party data integrity audits. Contractor will provide the City the results of the above audits.

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

- 5.1. Except as otherwise expressly prohibited by law, Contractor will:

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

6. DATA INCIDENT RESPONSE

- 6.1. Contractor shall maintain documented policies and procedures for Data Incident and breach reporting, notification, and mitigation. If Contractor becomes aware of any Data Incident, it shall notify the City immediately and cooperate with the City regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the City. If there is a Data Incident impacting residents of Colorado or any other jurisdiction, Contractor shall cooperate with the City to satisfy notification requirements as currently defined in either federal, state, or local law. Unless Contractor can establish that neither Contractor nor any of its agents, employees, assigns or Subcontractors are the cause or source of the Data Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Data Incident as required by law. After a Data Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Data Incident in the future as directed by the City, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the City at no additional cost to the City.
- 6.2. Contractor shall report, either orally or in writing, to the City any Data Incident involving City Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of City Data, not authorized by this Agreement or in writing

by the City, including any reasonable belief that an unauthorized individual has accessed City Data. Contractor shall make the report to the City immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours after Contractor reasonably believes there has been such unauthorized use or disclosure. Oral reports by Contractor regarding Data Incidents will be reduced to writing and supplied to the City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.

- 6.3. Immediately upon becoming aware of any such Data Incident, Contractor shall fully investigate the circumstances, extent and causes of the Data Incident, and report the results to the City and continue to keep the City informed daily of the progress of its investigation until the issue has been effectively resolved.
- 6.4. Contractor's report discussed herein shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure (if known), (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- 6.5. Within five (5) calendar days of the date Contractor becomes aware of any such Data Incident, Contractor shall have completed implementation of corrective actions to remedy the Data Incident, restore the City's access to the Services as directed by the City, and prevent further similar unauthorized use or disclosure.
- 6.6. Contractor, at its expense, shall cooperate fully with the City's investigation of and response to any such Data Incident.
- 6.7. Except as otherwise required by law, Contractor will not disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from the City.
- 6.8. Notwithstanding any other provision of this Agreement, and in addition to any other remedies available to the City under law or equity, Contractor will promptly reimburse the City in full for all costs incurred by the City in any investigation, remediation or litigation resulting from any such Data Incident, including but not limited to providing notification to Third Parties whose data were compromised and

to regulatory bodies, law-enforcement agencies or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Data Incident in such a fashion that, in the City's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Data Incident.

7. DATA RETENTION AND DISPOSAL

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

8. DATA TRANSFER UPON TERMINATION OR EXPIRATION

- 8.1. Upon expiration or earlier termination of this Agreement or any Services provided in this Agreement, Contractor shall accomplish a complete transition of the Services from Contractor to the City or any replacement provider designated solely by the City without any interruption of or adverse impact on the Services or any other services provided by third parties in this Agreement. Contractor shall cooperate fully with the City or such replacement provider and promptly take all steps required to assist in effecting a complete transition of the Services designated by the City. All services

related to such transition shall be performed at the rates for professional services set out in Exhibit B. Contractor shall extend the Agreement monthly if additional time is required beyond the termination of the Agreement, if necessary, to effectuate the transition and the City shall pay a proration of the subscription fee.

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

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

See Exhibit A.

10. COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES.

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

10.2 ADA Website Compliance:

- a. Compliance and Testing. All Contractor managed or operated public-facing digital experiences (e.g., websites and webpages) must be compliant with Section 508 of the Rehabilitation Act of 1973 and the WCAG 2.0 Level AA guidelines (collectively, "Guidelines"). In the event that the Contractor posts any content to the public it shall, prior to launching to the public, test all public-facing digital experiences, both manually and in an automated fashion, as applicable, to confirm and maintain compliance with the Guidelines, and then subsequently, no more than once per each

term year thereafter. Such manual and automated testing may only be performed by a third party vendor approved by the Department of Justice. The City has a list of approved third party vendors. The City does not warrant the work of any third party vendor. All testing under this section shall be performed by third party vendors at the Contractor's expense.

- b. Validation, Review and Remediation. Contractor will notify City when its digital experience is ready for City review and validation. City will then validate, prior to launch and each term year thereafter, to confirm that the digital experience is compliant with the Guidelines. Manual testing of the Contractor's digital experience will be verified by City with approved vendors and individuals of varying disabilities which shall include individuals who are blind, deaf or hard of hearing, and who have mobility or dexterity limitations. Upon completion of all testing, a review will be performed by the City's web accessibility coordinator to confirm completion of all accessibility requirements. In the event that any deficiencies are discovered in the Contractor's digital experience, City will promptly notify Contractor, and Contractor will remediate prior to launch. A digital experience will not launch until all deficiencies are remediated. All digital experiences must include a statement on the site that the experience is accessible, will maintain accessibility, and will provide a mechanism for users to submit feedback about accessibility issues.
- c. In the event that the digital experience fails compliance at any time, Contractor shall bring the digital experience into compliance within ninety (90) days, which may be extended by mutual written agreement of the Parties. Failure to bring the digital experience into compliance for any reason within such time, except as may be mutually extended by the written agreement of the parties, shall be a breach of this Agreement.

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

- 11.1. The Service will conform to applicable specifications, and operate and produce results substantially in accordance with the Documentation and the Exhibits attached

hereto, and will be free from deficiencies and defects in materials, workmanship, design and/or performance during the Term of this Agreement;

- 11.2. All technology related services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;
- 11.3. Contractor has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to the software and Services free and clear from all liens, adverse claims, encumbrances and interests of any Third Party;
- 11.4. There are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any Third-Party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder;
- 11.5. The Service will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any Third Party;
- 11.6. The software and Services will contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data. Contractor's obligations for breach of the Services warranty shall be limited to using its best efforts, at its own expense, to correct or replace that portion of the Services which fails to conform to such warranty, and, if Contractor is unable to correct any breach in the Services Warranty by the date which is sixty (60) calendar days after the City provides notice of such breach, the City may, in its sole discretion, either extend the time for Contractor to cure the breach or terminate this Agreement and receive a full refund of all amounts paid to Contractor under this Agreement.
- 11.7. Disabling Code Warranty. Contractor represents, warrants and agrees that the Services do not contain and the City will not receive from Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system or Data (a "Disabling Code"). In the event a Disabling Code is identified, Contractor shall take all steps

necessary, at no additional cost to the City, to: (a) restore and/or reconstruct all City Data lost by the City as a result of Disabling Code; (b) furnish to City a corrected version of the Services without the presence of Disabling Codes; and, (c) as needed, re-implement the Services at no additional cost to the City. This warranty shall remain in full force and effect as long as this Agreement remains in effect.

11.8. Third-Party Warranties and Indemnities. Contractor will assign to the City all Third-Party warranties and indemnities that Contractor receives in connection with any products provided to the City. To the extent that Contractor is not permitted to assign any warranties or indemnities through to the City, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of the City to the extent Contractor is permitted to do so under the terms of the applicable Third Party agreements.

11.9. Contractor warrants it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and wherever performance occurs during the term of this Agreement.

11.10. Delivery of Products shall not be construed to represent Acceptance nor shall Delivery of Products relieve Contractor from its responsibility under any representation or warranty. If the City makes a payment for a Product prior to Acceptance, the payment does not grant a waiver of any representation or warranty by Contractor.

12. CONFIDENTIALITY

12.1. Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all City Data, unless the City Data is publicly available. Contractor shall not, without prior written approval of the City, use, publish, copy, disclose to any third party, or permit the use by any third party of any City Data, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the City. Contractor shall provide for the security of all Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines.

12.2. The Receiving Party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy,

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

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

13. COLORADO OPEN RECORDS ACT. The Parties understand that all the material provided or produced under this Agreement, including items marked Proprietary or Confidential, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S. In the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its documents which it marked as proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor's

intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

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

14.1. Contractor, under the general direction of, and in coordination with, the City’s Chief Information Officer or other designated supervisory personnel (the “Manager”) agrees to perform the technology related services described on attached Exhibit A (the “Statement of Work” or “SOW”) at the rates set out in Exhibit B. The Services, when fully accepted, shall conform to the functionality matrix set out as Exhibit D, from the RFP Response. The Parties acknowledge that Contractor and the City may work to further define the SOW, in which case that work product (“Follow-Up SOW”) will become a part of this Agreement by incorporation. If the Follow-Up SOW materially alters the attached SOW the Parties agree to amend this Agreement in writing.

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

14.3. Contractor is ready, willing, and able to provide the technology related services and the Services required by this Agreement.

14.4. Contractor shall faithfully perform the technology related services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

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

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

14.5.2. Account credential lifecycle management from instantiation through revocation;

- 14.5.3. Account credential and/or identity store minimization or re-use when feasible; and
- 14.5.4. Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expire able, non-shared authentication secrets).
- 14.6. Vendor Supported Releases. Contractor shall maintain the currency all third-party software used in the development and execution or use of the Service including, but not limited to: all code libraries, frameworks, components, and other products (e.g., Java JRE, code signing certificates, .NET, jQuery plugins, etc.), whether commercial, free, open-source, or closed-source; with third-party vendor approved and supported releases.
- 14.7. Identity Management. The City's Identity and Access Management (IdM) system is an integrated infrastructure solution that enables many of the City's services and online resources to operate more efficiently, effectively, economically and securely. All new and proposed applications must utilize the authentication and authorization functions and components of the IdM. Strong authentication is required for privileged accounts or accounts with access to sensitive information. This technical requirement applies to all solutions, regardless to where the application is hosted.

15. GRANT OF LICENSE; RESTRICTIONS

- 15.1. Contractor hereby grants to the City a right and license to display, perform, and use the Services and use all intellectual property rights necessary to use the Services as authorized.
- 15.2. Title to and ownership of the Service will remain with Contractor. The City will not reverse engineer or reverse compile any part of the Service. The City will not remove, obscure or deface any proprietary notice or legend contained in the Service or Documentation without Contractor's prior written consent.

16. DELIVERY AND ACCEPTANCE

- 16.1. Right to Perform Acceptance Testing. Prior to accepting Deliverables, the City shall have the right to perform Acceptance Testing to evaluate the Deliverable(s) to ensure they meet Acceptance Criteria, if any, set forth on the applicable Order Form or Statement of Work. Contractor shall cooperate with the City in the development of Acceptance Criteria that shall be codified in the applicable Order Form or Statement

of Work that will set forth the location, date, and other specifications of the Acceptance Testing, if any. Acceptance Testing may occur in one or more phases, depending on the integration of contingent products, scalability, performance tuning or other measurable features or milestones.

- 16.2. After an Acceptance Test and if at any time the Service does not conform, the City will notify Contractor in writing within sixty (60) days and will specify in reasonable detail the identified failures and possible reasons for failure. Contractor will, at its expense, repair or replace the nonconforming product within fifteen (15) days after receipt of the City's notice of deficiency.
- 16.3. If the City issues an Acceptance Certificate for an "Acceptance with Exception(s)" the City will list the exception(s) and the date for Contractor's correction of the Error(s). If Error(s) are corrected by the listed date(s) the City agrees to commence further Acceptance Testing of the Deliverable or affected portion(s). If the Deliverable passes the Acceptance Tests, the City will issue an Acceptance Certificate.
- 16.4. If a Deliverable fails a second or subsequent Acceptance Test (or in the event of a single Acceptance Test, the Acceptance Test) in no event shall there be an increase to the original price agreed to by the Parties for the Deliverable.
- 16.5. The foregoing procedure will be repeated until the City accepts or finally rejects the Deliverable, in whole or part, in its sole discretion. In the event that the Service does not perform to the City's satisfaction, the City reserves the right to repudiate acceptance. If the City finally rejects the Service, or repudiates acceptance of it, Contractor will refund to the City all fees paid, if any, by the City with respect to the Service.
- 16.6. If the City is not satisfied with Contractor's performance of the technology related services described in the Statement of Work, the City will so notify Contractor within thirty (30) days after Contractor's performance thereof. Contractor will, at its own expense, re-perform the service within fifteen (15) days after receipt of City's notice of deficiency. The foregoing procedure will be repeated until City accepts or finally rejects the technology related service in its sole discretion. If City finally rejects any technology related service, Contractor will refund to City all fees paid by City with respect to such technology related service.

16.7. Contractor warrants that during the term of this Agreement that the Service and any associated components will not materially diminish during the subscription Term.

17. TERM. The term of the Agreement is from October 1, 2020 through October 1, 2025 (the “Term”). The Parties agree that the Agreement may be renewed for an additional five (5) year term upon the same terms and conditions with an increase in no more than three percent (3%) of the annual cost for the renewal term. At the end of the initial Term the Parties shall adjust the pricing based upon the City’s actual or anticipated usage.

18. COMPENSATION AND PAYMENT

18.1. Fee: The fee for the Services and technology related services is described in the attached Exhibit B (the “Fee”). The Fee shall be paid pursuant to the City’s Prompt Payment Ordinance and in accordance with any payment milestones in Exhibit B.

18.2. Reimbursement Expenses: The fees specified above include all expenses, and no other expenses shall be separately reimbursed or incurred hereunder for the provision of the Service(s).

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

18.4. Maximum Agreement Liability:

18.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION NINE HUNDRED TEN THOUSAND FIVE HUNDRED DOLLARS** (\$1,910,500.00) (the “Maximum Agreement Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at Contractor’s risk and without authorization under the Agreement.

18.4.2. The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in

future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

19. STATUS OF CONTRACTOR. Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

20. TERMINATION

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

20.2. Notwithstanding the preceding paragraph, the City may terminate the Agreement if Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

20.3. Upon termination of the Agreement, with or without cause, Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement and shall refund to the City any prepaid cost or expenses.

21. EXAMINATION OF RECORDS AND AUDITS. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing

documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

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

23. INSURANCE

23.1. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-" VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to

non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Contractor. Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- 23.2. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit E, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- 23.3. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and Subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- 23.4. Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
- 23.5. Subcontractors and Subconsultants: All Subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or

services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Contractor. Contractor shall include all such Subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such Subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such Subcontractors and subconsultants upon request by the City.

23.6. Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

23.7. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

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

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

23.10. Additional Provisions:

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

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

23.10.1.2. Defense costs are outside the limits of liability;

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

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

23.10.2. For claims-made coverage:

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

23.10.2.2. Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

24. DEFENSE AND INDEMNIFICATION

24.1. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

24.2. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if

City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

- 24.3. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.
- 24.4. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- 24.5. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
- 24.6. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Service, software, or work product provided by Contractor under this Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

25. COLORADO GOVERNMENTAL IMMUNITY ACT. The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S. (2003).

26. TAXES, CHARGES AND PENALTIES. The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.

27. ASSIGNMENT; SUBCONTRACTING. Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance

obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and shall be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, Subcontractor or assign.

28. NO THIRD-PARTY BENEFICIARY. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

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

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

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

32. CONFLICT OF INTEREST

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

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

33. NOTICES. All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Chief Information Officer or Designee
201 West Colfax Avenue, Dept. 301
Denver, Colorado 80202

With a copy of any such notice to:

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

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

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

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

36. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this contract, Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. Contractor shall insert the foregoing provision in all subcontracts.

37. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS. Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

38. LEGAL AUTHORITY. Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing

the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

39. NO CONSTRUCTION AGAINST DRAFTING PARTY. The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

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

41. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

43. 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.

44. FORCE MAJEURE. Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a Subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or

omissions of the other party or its officers, directors, employees, agents, Contractors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

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

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

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

48. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

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

Health Information Portability and Accountability Act (HIPAA)

IRS Publication 1075

Payment Card Industry Data Security Standard (PCI-DSS)

FBI Criminal Justice Information Service Security Addendum

CMS Minimum Acceptable Risk Standards for Exchanges and further covenants and agrees to maintain compliance with the same when appropriate for the data and Services provided under the Agreement. Contractor further agrees to exercise reasonable due diligence to ensure that all of its service providers, agents, business partners, contractors, Subcontractors and any person or entity that may have access to City Data under this Agreement maintain compliance with and comply in full with the terms and conditions set out in this Section. Notwithstanding Force Majeure, the respective processing, handling, and security standards and guidelines referenced by this section may be revised or changed from time to time or City Data may be utilized within the Services that change the compliance requirements. If compliance requirements change, Contractor and the City shall collaborate in good faith and use all reasonable efforts to become or remain compliant as necessary under this section. If compliance is required or statutory and no reasonable efforts are available, the City at its discretion may terminate the agreement for cause.

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

52. PROHIBITED TERMS. Any term included in this Agreement that requires the City to indemnify or hold Contractor harmless; requires the City to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void

ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of § 24-106-109 C.R.S.

53. ON-CALL SERVICES. This Agreement or the SOW may contain hourly or daily rates and Contractor and the Manager may enter into work orders for ongoing services. The City may authorize specific assignments for Contractor by placing a written work order signed by the Manager and Contractor (the “Order”) describing in sufficient details the services and/or deliverables at the rates provided or as a flat rate. Contractor agrees that during the term of this Agreement it shall fully coordinate its provision of the services with any person or firm under contract with the City doing work or providing services which affect Contractor’s services. Contractor shall faithfully perform the work in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this Agreement. Contractor represents and warrants that all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all services will conform to applicable specifications and as attached to the Order, if any; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to any software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party.

54. CARES ACT: The Contractor agrees and acknowledges that in the event that some or all of the funds encumbered by the City to pay for the services described herein have been provided in accordance with Sections 601(b) and (d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act of 2020, Public Law No. 116-136, Division A, Title V (March 27, 2020) (the “CARES Act”). The Parties acknowledge that all funding from the CARES Act (collectively, “CRF Funds”) may only be used to cover those costs that:

- a. Are necessary expenditures incurred due to the public health emergency with the respect to the Coronavirus Disease 2019 (“COVID-19”);
- b. Were not accounted for in the budget most recently approved by the City as of March 27, 2020; and
- c. Were incurred for the period that begins on March 1, 2020 and ends on December 30, 2020.

The Contractor shall only utilize CRF Funds for the purposes described in the Statement of Work attached as **Exhibit A**. The Contractor agrees and acknowledges that, as a condition to receiving the CRF Funds, it shall strictly follow the Federal Provisions attached hereto and incorporated herein as **Exhibit F**. All invoices submitted by the Contractor to the City pursuant to this Agreement shall use “COVID-19” or “Coronavirus” as a descriptor for those costs that are paid by CRF Funds to facilitate the tracking of Agreement-related spending related to COVID-19. The Contractor shall segregate and specifically identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of COVID-19 related expenses.

The Contractor agrees and acknowledges that payment for all services performed by the Contractor using CRF Funds must be received by the Contractor no later than December 30, 2020. As such, the Contractor shall invoice the City for all work performed pursuant to this Agreement for which CRF Funds will be used no later than December 1, 2020 to enable sufficient time for the City to review, process, and pay such invoice by the deadlines prescribed in the CARES Act (the “Invoice Deadline Date”). Any invoice submitted by the Contractor after the Invoice Deadline Date for work performed prior to December 30, 2020 may not be eligible to be paid by CRF Funds, and, to the extent that CRF Funds are not available to pay such invoice, partially or in total, such invoice shall only be paid subject to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement.

IN THE EVENT ANY CARES FUNDS ARE USED THE FOLLOWING PARAGRAPH SHALL REPLACE PARAGRAPH 21.

The Contractor shall maintain records of the documentation supporting the use of CRF Funds in an auditable format, for the later of three (3) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for CRF Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery (“Inspector General”) have the right to access, and the right to examine, copy and retain copies, at the official’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s use of CRF Funds pursuant to this Agreement. The Contractor shall cooperate with Federal and City representatives and such representatives shall

be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of CRF Funds, 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 section 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.

ATTACHED EXHIBITS

Exhibit A - Statement of Work

Exhibit B - Fee Schedule

Exhibit C – OpenCities Rate Card

Exhibit D - RTM

Exhibit E – Certificate of Insurance

Exhibit F-CARES ACT

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Contract Control Number: TECHS-202055833-00
Contractor Name: OPENCITIES INC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202055833-00
OPENCITIES INC

By: DocuSigned by:
Cynthia Francis
8EBE9157F7EA464...

Name: Cynthia Francis
(please print)

Title: Chief operating officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A: Statement of Work
For MSA with OpenCities, Inc.
“Web Content Management”

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1. Definitions

Capitalized terms shall have the meanings as defined in the Contract Definitions section whenever used in this Service Level Agreement, Exhibit A, or as listed below.

- “**Asana**” means the online Software-as-a-Service (SaaS) project management planner and team collaboration tool OpenCities uses to manage this project and shares with the City and County at no additional cost to the City.
- “**AEM**” means Adobe Experience Manager, the City and County’s existing CMS.
- “**Information Architecture**” means the structural design of the City’s Website including sets of ideas about how the City’s content will be organized.
- “**Major Change**” means changes to the scope or plan that result in more than 60 minutes of additional work and/or a change in the pricing or cost of the project.
- “**Major Decision**” means decisions with more than one alternative that impacts the material design of the Website or approach to how the scope is implemented.
- “**OpenForms**” means OpenCities’ forms solution as defined in Subscription Order, Schedule A.
- “**WCMS**” means web content management system, also interchangeable for OpenCities
- “**MVP**” means minimum viable product – a functioning and live site
- “**Project Work Plan**” means the activity breakdown (e.g. work breakdown structure) in Asana for the entire project with assumptions, notes, risks, resources, sequences, dependencies resulting in an overall project schedule.
- “**Project**” or “Implementation” means the Work defined in this SOW to implement the Website as described in Subscription Order, Schedule A and Statement of Work, Work Order A.
- “**Organizational Change Management**” or “OCM” means managing the people side of changing the Website and covers the sponsorship, awareness, knowledge transfer, training, and the reinforcement of the Website through standards and governance after this Work Order completes.
- “**User**” means the internal Users at the City and the external resident end Users accessing the City’s Website.
- “**Website**” or “**CCD Website**” means the new OpenCities provided www.denvergov.org which is part of the software-as-a-service (SaaS) provided by OpenCities.
- “**Digital Services Academy**” means a specialized activity provided by OpenCities providing business process improvements and digital services transformation expected to help the City focus its Website on the online services and transactions.

- **“Foundation Training”** means training for Content Publisher, Site Administrator, Designer, Developer, and OpenCities Online Help Center.
- **“User Group”** means OpenCities’ customers meet and share stories of successes and new ideas allowing an opportunity to gain knowledge and create a cycle of continuous learning.
- **“Structured Content”** means Website Content in a structured template format such as news releases, meetings, agendas.
- **“Journey Map”** means a process to visualize a resident’s experience using the City’s Website and uses process maps of lanes and sub-lanes of how a resident navigates to a service to accomplish a task such as making payments. In other words, how a resident interacts with the City to use a City service.

2. Location of Professional Services

Under normal circumstances, Professional Services contracted under this Statement of Work (SOW) can be performed both onsite and offsite. At this moment in time, work will be performed remotely unless otherwise mutually agreed by both parties. Under no circumstances will OpenCities staff be required to work onsite should the company continue to comply with work-from-home health guidelines related to COVID-19.

3. Work Order Contacts

The City Work Order Contact

Title Name	Address
Address	Jenny Schiavone, CMO City and County of Denver
E-Mail	1437 Bannock St. Denver CO 80202
Phone	(720) 865-2301

OpenCities Work Order Contact

Title Name	Cynthia Francis, COO OpenCities
Address	1230 45 th Ave San Francisco 94122
E-Mail	cynthia@opencities.com
Phone	415-760-4717

4. Executive Summary

This Work Order establishes the Statement of Work, “SOW”, and sets forth a scope and definition of the Professional Services provided by OpenCities to the City. In the event of a conflict between the Contract and this Work Order, the Work Order shall govern.

5. OpenCities Overview

OpenCities offers a complete package of services and technology that deliver a mobile responsive, accessible/compliant, fully featured and affordable Website without any custom development. OpenCities has over 10 years of experience providing best practices for effective government Websites and promotes a “Digital Services” approach to convert the City’s site from providing information to becoming a fully transactional digital services portal. OpenCities puts the public and the government employees jointly at the center of our solution. An active local government User community drives OpenCities product roadmap, ensuring our technology is continually evolving in a way that creates ongoing value. The City will never be left with an outdated Website or with the need to spend tens of thousands of dollars to redesign its site in the future.

6. Summary and Goals

OpenCities holds the primary responsibility for the implementation of the Website for the City. Specifically, this work includes OpenCities providing the Professional Services to setup the CCD Website using OpenCities’ WCMS, project planning, execution of the implementation phases, providing project leadership, best practices, design expertise, and tools to guide and effectively collaborate with the CCD staff through implementation as defined in the project lifecycle details section of this SOW.

The City and County of Denver is focused on resilience, self-help, cross training, avoiding single points of failures, and providing residents, businesses and visitors with a safe, welcoming and inclusive online service experience for all. Denver wants the website to not just reflect the City & County, but to become the government online, with exemplary and user-centered customer service.

The goal is to implement a modern, secure, service-oriented Website that is consistent, usable, feature rich, and speedy; is reliably searchable; and is cost-efficient to operate and maintain in a stable and secure environment.

OpenCities is excited for the opportunity to partner with CCD on this important project. We understand you have short term and long-term goals that must be balanced. To that end, OpenCities has endeavoured to achieve three primary outcomes in the following implementation plan. First, to move the City from AEM by the end of December. Second, to work with the City to improve the content, the site navigation and the digital services of the site. Third, to leverage and extend the work that has already been done by CCD staff as well as external consultants, and to further support the staff as they embrace a methodology of continuous site improvement.

7. Objectives

7.1. Website Objectives

- Move off of AEM by no later than December 31st
- Achieve a modern digital experience that optimizes the best of government Software as a Service.

- Improve all web content, embracing a user-centric and design driven methodology for content creation.
- Achieve a flexible and accessible technical platform.
- Provide a consistent system that is easy for nontechnical content contributors to use.
- Achieve a managed content style and writing consistency.
- Achieve compliance with modern accessibility standards.
- Keep the CCD's information secure and accessible.
- Implement organizational change sufficient to achieve broad adoption of digital services and content standards throughout the staff.
- Improve public satisfaction with the CCD website.

7.2. Implementation Objectives

- Follow industry standard practices.
- Implement the project within scope, schedule, and cost.
- Design a highly effective Website.
- Configure the Website with a proven Information Architecture methodology.
- Migrate first, and then refocus the project for more fundamental change.
- Actively identify and reduce unnecessary and underutilized content.

8. Scope Statements

8.1. Scope Phasing

The Project is broken into two Sprints, with multiple Phases in each.

Sprint A: September to December 2020

The focus of this project is to quickly set up, configure and provide a visual design for an OpenCities site for City of Denver using the existing navigation structure as much as possible. Using the Content Audit that already exists, as well as OpenCities AIM (Archive, Improve, Migrate) process, OpenCities will focus on providing the necessary training to Denver staff to effectively move their content from the current AEM site into OpenCities site. This sprint is focused on "lift and shift" rather than content or site improvement.

Sprint B: January to June 2021

In Project B OpenCities will re-focus our attention on building a user-centered, best practice website that supports your Resident Experience (Rx) goals on an ongoing basis. This will include improving the IA, site navigation and content. Includes Forms creation, user testing and content improvement using OpenCities implementation methodology.

8.2. Environments

One Production environment

OpenCities is architected to provide a platform for content creation and preview prior to publishing. This effectively provides a test or production environment pre-launch, and then give the capability to continue building and testing pages prior to publishing them on the live site post launch.

9. Global Assumptions

9.1. Project Management Assumptions

- (a) OpenCities provides Asana for use by all parties while managing this Project. Asana is used as the collaboration for collecting risks, actions, issues, decisions and other project management notations as decided by CCD and OpenCities project managers.
- (b) OpenCities provides orientation of Asana to the City team as part of the Kick-off meeting. There is no cost to CCD staff to utilize this project area in Asana for the life of the project.
- (c) The data in Asana is considered shared data and the City can export the information stored in Asana used to implement this Project on an as needed basis and project close.
- (d) OpenCities and CCD have capacity to assign resources and allocate to this Work Order sufficiently to keep the project on schedule.
- (e) Communication between OpenCities team and the City team is in person; by phone; or electronic methods of E-Mail, chat and online web conferencing.
- (f) For CCD facilitated meetings, the CCD project manager is responsible for the meeting notes and resolution of action items. For OpenCities facilitated meetings, OpenCities is responsible for the meeting notes and resolution of action items.
- (g) CCD responds to requests for information, data, and clarifications and make project related decisions within five working days or as defined in the Project Work Plan to prevent delays that may impact the project scheduled targets.

9.2. Organizational Change Management (OCM) Assumptions

- (h) CCD is undertaking only minimal Organizational Change during the initial Sprint (Sprint A) of this project. Efforts include what is minimally required in order to migrate off of the existing AEM platform.
- (i) CCD plans to undertake more extensive OCM, with assistance and coaching from OpenCities team, as per the approach outlined in Sprint 2.
- (j) The City conducts OCM related to this project, and OpenCities supports the City with guidance, best practices, and case studies from other government agencies (including lessons learned).
- (k) The City takes the lead role in the City's awareness, knowledge, and readiness for the new Website and OpenCities takes the lead role in the training for the new Website.

9.3. Project Schedule Assumptions

- (l) The project start date shall occur as soon as possible after the contract signing.
- (a) OpenCities has a template for a typical implementation of a Website in Asana as a starting point for planning and scheduling the activities.
- (b) Team meetings or work sessions are scheduled between 8am PST and 4pm PST.

- (c) The City shall maintain primary responsibility for the scheduling of the City employees, including the City's resident focus groups in support of project activities.
- (d) City employees assigned to the project will not be diverted from project work due to engagement in City emergency operations support, including service in the Emergency Operations Center (EOC) or Joint Information Center (JIC).

9.4. Project Facilities and Equipment Assumptions

- (a) There is no team room that has been allocated as all work will be remote during the duration of the project.
- (b) Phones will not be provided.

9.5. Technology and Infrastructure Assumptions

- (a) The online conference call tool may be Zoom or Microsoft Teams, or other online tools agreed upon.
- (b) OpenCities' work does not require any access to the City's network.

9.6. Testing and Review Assumptions

- (a) The WCMS is a fully functional Website service and requires no testing of the Website out-of-box functionality and OpenCities is responsible for performance and stress testing. OpenCities supports accessibility and link checking software via an embedded script on the Website.
- (b) The IFrame use for Third-Party Providers require testing and the City is responsible for the Third-Party Application testing where OpenCities is responsible for the IFrame capability.
- (c) The City reviews all content and conducts final Acceptance Testing before launch.

9.7. Training Assumptions

- (a) Informal knowledge transfer shall be conducted throughout the project lifecycle. Formal knowledge transfer shall occur as outlined in each Sprint and/or Phase.
- (b) Content Publisher Training. This session focuses on how to use the Website to publish information, places and communications. It includes learning various modules including news and events, minutes and agendas, parks and facilities, job notifications, general and landing pages, directories, media and file libraries.
- (c) Site Administrator Training. Delivered to the City Website managers, this session focuses on creating and managing users, as well as user roles, workflows, permissions and website settings. In addition, the site administrator training includes troubleshooting the Website and accessing OpenCities Help Center. Content publishing training is a prerequisite for site manager training.
- (d) Designer Training. Delivered to the City designers, this session focuses on creating new themes and websites using the Website platform. This includes updating visual themes and layouts using the theme builder.

- (e) Developer Training. Delivered to the City web developers, this session focuses on extending the Website capabilities by building the City’s unique templates and lists, web services, and APIs. It also explains important support implications for customizations and is a must for any developers seeking to build or integrate new functionality with the Website.
- (f) OpenCities Help Center. All staff publishing to the City’s Website receive access to OpenCities Online Help Center. The Online Help Center offers detailed learning materials and documentation for every Core Module and is available 24/7/365. Each article contains annotated images with step-by-step instructions showing how to use the functions in the Website and many articles also offer strategic advice to help make the most of the functionality.
- (g) OpenCities provides an Online Help Center with training materials (e.g. training manuals, online help, video tutorials).

10. Project Lifecycle Activity Details

This section describes the scope activity including responsibilities with artifacts, outcomes, and deliverables, based on OpenCities Implementation Methodology. In the project lifecycle details there are 3 columns which indicate responsibilities for OpenCities and CCD in their singular column. All three columns indicate the artifacts and outcomes. All three columns work together to indicate responsibilities and outcome. The responsibilities may be joint to produce the artifacts and outcome. The artifacts and outcome may have deliverables identified.

10.1. Project Management

The purpose of the project management activity is to identify the responsibilities and deliverables for initiation, planning, execution (monitor/control), and closeout for the entire project as defined in this SOW. The project management activity is continuous during project lifecycle activities. The City shall provide a project manager who will collaborate with OpenCities’ project manager in conducting the project management activities. OpenCities shall take the lead role in using the implementation methodology and coordinating with the City’s project manager. This activity is comprised of planning project tasks, producing core project management artifacts and controls, and developing product implementation plans using Asana as the primary collaboration tool.

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
1. Follow the Work Order Processes defined in this Statement of Work.	Follow the Work Order Processes defined in this Statement of Work.	<ul style="list-style-type: none"> • Clear communication • Ontime delivery of project • Project change control.

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
		<ul style="list-style-type: none"> • Deliverable acceptance. • Escalated issues.
<p>2. Ensure logistics are in place. Establish team agreements, provide online workspace and collaboration. Provide agendas and needs are understood at a high-level.</p>	<p>Ensure logistics are in place. Setup meet and greet meetings with the steering committee and core team.</p>	<ul style="list-style-type: none"> • Asana project space established, and City access granted. • City SharePoint (or similar) online access granted. • Team agreements.
<p>3. Speak with the project sponsor, Council members, Deputy manager, CIO, and others as mutually determined to gain high-level understanding of the engagement and the business value OpenCities delivers to support the City executives.</p>	<p>Coordinate the setup of the initial and ongoing meetings with the sponsors and executives.</p>	<ul style="list-style-type: none"> • High-level understanding of what the sponsors and executives expect from the engagement and the key performance indicators. • Business value success factors to be incorporated in the implementation plan.
<p>4. Provide lead role and work with the City project manager to introduce Asana by reviewing the tool and OpenCities' template for the Project Work Plan in Asana and update as needed. Work with the City to define the</p>	<p>Work with OpenCities project manager on the Project Work Plan and ensure activities the City needs are included. Conduct a review with the Core Team. Ensure Steering Team approval.</p>	<p>Project Work Plan (in Asana)</p>

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
<p>unique City key performance indicators for the project. Make suggestions for schedule compression. Ensure the activities have durations, resources/teams, dependencies, and sequencing.</p>		
<p>5. Schedule OpenCities teams necessary to support the project based on the Project Work Plan. Assist the CCD project manager on City's team allocation needs.</p>	<p>Provide the relevant City teams for the project and facilitate their participation throughout the duration of the project.</p>	<ul style="list-style-type: none"> • Updated Project Plan
<p>6. Provide lead role in kickoff planning, work with the City project manager to develop the kickoff presentation and provide feedback. Validate activities that are mandatory or optional and include the activities the City believes are necessary for success that do not materially impact the scope.</p>	<p>Participate in pre-kickoff planning, identify the City's key people and teams, prepare the kickoff presentation deck with OpenCities project manager.</p>	<p>Project Team Kickoff Deck</p>
<p>7. Work with the City project manager to evaluate the project progress and resolve deviations from the Project Work Plan.</p>	<p>Work with OpenCities project manager to evaluate the project progress and resolve deviations from the Project Work Plan.</p>	<p>True-up process (meeting to revise plan as mutually agreed upon).</p>
<p>8. Conduct regular assessment of project risk and raise issues in regular project meetings early.</p>	<p>Participate in project risk assessments and discussions.</p>	<p>Register project risk in the Risk Task in Asana.</p>

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
9. Participate on team communications and outreach to the City for readiness.	Discussion lead on the team communications and City outreach discussions. Write the City's communication, engagement, and outreach plan.	Communications, Engagement, and Outreach Plan.
10. Assist the City on Major Decisions including identifying options with pros and cons.	Facilitate the decision discussions with the steering or core teams.	Creation and acceptance of Major Decisions.
11. Attend City team meetings as agreed to during kickoff and minimally the core team and the steering team meetings.	Participate in preparation for core team and steering team meetings. Provide information for steering team project update deck.	Steering team update in deck with minimally progress performance, blocking issues, high risks, and decisions needed.

10.2.Sprint A, Phase 1 - September 28th – October 9th, 2020

Deliverable - Design finalized, Site configured and ready for content

Overview: Project kick-off, Visual design, Configuration of OpenCities using the preferred Visual Design

1. OpenCities Project Manager led Kick Off with CCD Core Team, introduction to OpenCities project management environment, review of timeline and needs, confirmation of responsibilities.
2. Visual Design process, minimal iteration from current design, 2 iterations of homepage design using (ostensibly) the existing site navigation, configuration of OpenCities site
3. Authentication set up (Azure AD).

Phase Responsibilities

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Attend and present project at up to two "pre-kick off" sessions as determined by the CCD team.	Organize up to two as-necessary "pre-kick off" meetings with key stakeholders (Council members, Leadership, community), for the purpose of gaining understanding and input prior to kick-off.	
Plan and lead kick off	Organize and motivate	<ul style="list-style-type: none"> • Full team usage and

meeting for full team, outline of Sprint, introduction of and training on Asana Project Plan fully configured for CCD.	full participation in kick off meeting. Clear understanding of CCD roles for duration of Sprint A of project.	understanding of Asana <ul style="list-style-type: none"> • Full team understanding of Sprint A
Provide AIM template to CCD to facilitate the Content Migration process.	Crawl current site, identify for each page whether the intention is to Archive, Improve or Migrate the content (AIM).	<ul style="list-style-type: none"> • Completed AIM spreadsheet
Facilitate an ideation session with the City and provide guidance on the design creative. Assist the City in identifying the visual assets needed for the look/feel the City desires on the Website. Receive the City's visual assets.	Participate in the ideation session and discuss the City's desired look/feel for the Website. Provide the visual assets needed such as logos, photography, and existing visual style guides based on the outcomes and understandings from the creative briefing.	<ul style="list-style-type: none"> • Design Values Overview <ul style="list-style-type: none"> ○ Statements and/or images capturing the intention of the look/feel of new Website. ○ Designer feedback or recommendations
Configure the Website platform based on the outcomes from the design phase, and using the existing site navigation, similar site settings, map localization, configuration of fields and tags, initial users and roles for making the Website ready for Content entries.		<ul style="list-style-type: none"> ○ Platform configuration making the Website ready for Content entries.
Develop an iteration of the Website design. This site design will be in place for the MVP but is not intended to be the final design. Site navigation and many elements should closely		<ul style="list-style-type: none"> • First iteration of the design.

resemble the current Denver website. The full visual redesign process is included in Sprint B.		
Starting with the first iteration of the design, produce a visual outcome that provides a fresh upgrade from the existing site, uniquely reflecting the City and using the visual assets gathered by the City. This work is presented to the Core Team at CCD.	Core Team participates in the creative discussion and design review and decide on the homepage design direction.	<ul style="list-style-type: none"> Website design concept chosen
Iterate the design concepts, finalize the changes.	Core Team reviews the final design with iterative changes and provides feedback for revision if/as needed. If needed, the process is repeated one additional time to arrive at the final approved design.	<ul style="list-style-type: none"> Final Design Approved
Implementation of the final design concept as the new skin for the CCD MVP Website.		<ul style="list-style-type: none"> Website Design Implemented
Configure the site for Azure AD as per CCD current set up and requirement. This is specific to SSO for CCD internal staff authentication.	Technical Lead to provide assistance and support to OpenCities resources to successfully implement the Azure AD set up and configuration.	<ul style="list-style-type: none"> Website fully configured with City and County of Denver Azure AD Authentication.
OpenCities will provide detailed training for developers and designers. And, added developer support beyond training is included in the rate table on an hourly rate. (also applicable to Sprint B)	CCD Technical Lead to perform the integration or connections necessary to include SPA and similar.	<ul style="list-style-type: none"> Single Page Applications all function correctly within OpenCities' rendering of Denvergov.org

Assist with groundwork for cutover (network / proxy reconfiguration)	Identify changes needed within CCD network to flip traffic from AEM to OpenCities' instances; inform what change requests will be needed and supporting details	<ul style="list-style-type: none"> • Technical changes needed to effect cutover are mutually agreed and understood. • All inputs needed for change requests have been identified
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10.3.Sprint A, Phase 2 – October 12 – December 1st 2020 - Site Training and Content Migration

Deliverable – All OpenCities training delivered, all CCD website currently on AEM migrated to OpenCities by CCD with assistance from OpenCities team as per the project plan.

Overview: Site Training and Content Migration

1. OpenCities Content Migration Training for all CCD Flagship Authors (7), plus up to 50 Content Authors and (2-5) Site Administrators.
 - a. OC Review of Content Audit and AIM work to suggest OpenCities page types for each area of CCD content being migrated. Where in doubt, use of OpenCities general pages will be the default.
 - b. OpenCities led Content Publisher training.
 - c. OpenCities Site Administrator Training for CCD Core Team/Site Administrators.
2. OpenCities led Developer Training for key CCD dev or IT staff, focused on data connections and the inclusion of existing CCD custom-built or 3rd party applications in the new website.
3. Content Migration (moving pages from AEM into OpenCities) will be primarily conducted by the CCD team, with optional support from OpenCities as determined in the content migration strategy and AIM processes. The goal is to move to the new platform without focusing on content improvement. Under all circumstances, CCD is responsible for migrating single page applications and embedding all required apps in pages.
 - a. Document and Image Migration can be augmented by OpenCities and provided on a per-asset basis. Recommendations for moving documents and images during the primary Content Migration will be conducted early in the process and will be included in the Sprint A, Phase 2 training for CCD staff. Requires the City to write any alt text, rename files to make more searchable. City staff highly recommended to migrate doc and images prior to content migration. City staff provides full menu structure for all files along with all metadata Best practices for both options will be provided, and OpenCities will assume responsibility for migrating the remaining images and documents as priced and as needed.

b. OpenCities consultants will review 250 pages (specifically high traffic or complex pages such as services, departments, landing or general pages) following migration by CCD teams in batches of 100. Review will include spot training on best practices for most effective use of OpenCities platform, and recommendations on content improvements and page styling to accomplish a better user experience for the ongoing content migration. Sequenced in batches of 100 to ensure that with each sequential batch, CCD staff learns from approach, simplifying new page designs.

c. OPTIONAL: Should it become necessary, OpenCities staff will assist with migrating content as per the pricing document. (In discussion with OpenCities, CCD will determine which pages their Flagship Authors will move, and which will require OpenCities migration assistance. Noting that OpenCities does not migrate iframe content, embeds, custom java or all content on a page as not all pages will map 1:1 to OpenCities. Identification of number of pages and the specific pages requested to be moved by OpenCities must be identified by October 12th to start 3rd week of October.

4. OpenCities will provide coaching and support to the Core Team and CCD Project leads during this process. Assumes set office hour daily.

5. Site presentation improvements. OpenCities will conduct a final site review for one week prior to MVP to improve the presentation of the content within OpenCities platform. This will not include content improvement (rewriting, etc). Page priorities will be mutually determined with CCD but will not necessarily include refining every page (based on number of pages and degree of improvements needed).

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Provide consulting on which OC content type to use for any non-structured (i.e. parks, news, events) content using OpenCities content type recommendations	Create a list of pages in the AIM spreadsheet, not to exceed 2,000 which CCD needs input on.	<ul style="list-style-type: none"> AIM spreadsheet populated with content type recommendations
	Determine which pages CCD will be responsible for migration and which pages OpenCities will be asked to migrate. CCD should assign named resources to each page by content type to inform training plan	<ul style="list-style-type: none"> AIM spreadsheet populated with content type and individual assigned to each page

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
<p>Training. Provide an organized schedule and curriculum training for the Content Publisher Training. Targeted groups of Publishers will receive more advanced training on the content types and page elements to successfully migrate and format pages assigned to them, including applying anchor links, accordions, adding content lists, etc.</p>	<p>Identify the City staff requiring training and what type of training, schedule and send the invitations to the training.</p>	<ul style="list-style-type: none"> • Content Publisher Training, with emphasis on Content Migration.
<p>Training. Provide OpenForms training.</p>	<p>Participate in OpenForms Training</p>	<ul style="list-style-type: none"> • OpenForms Training.
<p>Training. Provide Site Administrator training.</p>	<p>Participate in Site Administrator Training</p>	<ul style="list-style-type: none"> • Site Administrator Training.
<p>Training. Provide Developer Training for key CCD IT or developer staff.</p>	<p>Participate in Developer Training</p>	<ul style="list-style-type: none"> • Developer Training.
<p>Content. Provide a best practices approach and coaching to assist CCD in adding users to appropriate roles and permissions within OpenCities.</p>	<p>Define the City's roles and publishing approval requirements. Setup the publishing workflows based on the City's roles and approval requirements.</p>	<ul style="list-style-type: none"> • Users added to OpenCities

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
<p>Content. Provide Document and Image Migration assistance. OpenCities will strive to support the migration of documents and images prior to the start of CCD team migrating pages.</p>	<p>Provide export from AEM of all documents and images. Work with OC Content Migration team to provide access and support for a best practices approach to document and image migration. Requires the City to write any alt text, rename files to make more searchable. City staff highly recommended to migrate doc and images prior to content migration. City staff provides full menu structure for all files along with all metadata</p>	<ul style="list-style-type: none"> • Documents and Images Content Complete
<p>Content. Provide best practices for moving and creating the City's Content.</p>	<p>Users assigned to content migration by CCD focus on moving the content from AEM as efficiently and effectively as possible. Not focused primarily on content improvement or creation.</p>	<ul style="list-style-type: none"> • Content Migration from AEM to OpenCities
<p>Content. Should it become necessary, OpenCities will provide Migration assistance at a page to page level as per the pricing document</p>	<p>Review OC migrated pages</p>	<ul style="list-style-type: none"> • Finalize OC migrated pages.
<p>Content. OpenCities will provide 1 hour a day of regular office hours for questions and coaching regarding content migration.</p>	<p>Aggregate questions for office hour and continue migrating content.</p>	<ul style="list-style-type: none"> • Coaching and support office hour daily during the migration.

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
<p>Content. Provide coaching on technology best practices for enabling third-party integration and/or single page applications. OpenCities will not be building or migrating third party or single page applications. See pricing document for hourly developer support.</p>	<p>Identify third-party integration and/or single page applications. Following developer training, identify questions related to the process for any of these that will be migrated. Engage in discussion with OpenCities technology coach/team.</p>	<ul style="list-style-type: none"> Migration and/or integration of third- party applications and single page applications that have been built in AEM.
<p>Content. OpenCities will review and improve the presentation or structure of 250 pages of highly trafficked pages following the migration of the content by CCD staff, as per project outline.</p>	<p>Final review of content</p>	<ul style="list-style-type: none"> All content completely migrated and ready to launch.

Regarding content migration: What is / isn't content that is included in OpenCities-led content migration?

Content in-scope / IS content	Content out-of-scope / ISN'T content
Content managed within your current CMS	Anything within an iFrame
Documents/images (if contracted)	Dynamic content pulled from other systems
	Content not managed within CMS
	Interactive web forms and/or single page applications
	Written content within image/diagram
	PDF files

10.4.Sprint A, Phase 3:

December 2 to 15th

Deliverable - OpenCities will work with City and County of Denver to launch the new Denver website, now on OpenCities, on or about December 15th (date to be confirmed by CCD as project progresses). Includes coordination of SSL Certificate and "go-live" best practices.

MVP Launch targeted to December 15th, 2020

Phase Responsibilities

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Discussion lead for "MVP Launch" cutover, cutover checklist.	Participate in the "MVP Launch" cutover planning and verify the cutover checklist.	Cutover Checklist
Consult with CCD Technical Lead to provide information necessary to support CCD production change process	CCD TS Change Management activities, including Change Freeze waiver, if applicable	Change Request, approved by CAB
Consult with CCD Technical Lead	CCD TS Transition to Support process	Problem Management and Operational Support set up within CCD TS
Conduct full "MVP Launch".	Coordinate the "MVP Launch" transition including the DNS transfer.	City Website "MVP Launch"

10.5. Sprint B, Phase 1 – January 4 – Jan 8th

Deliverable – Project management for full Sprint B. Sprint B kick-off, a prioritized plan for the content improvement and plan for the Culture Shift

Overview: Project kick-off, Research and Discovery

1. OpenCities Project Manager led Kick Off with CCD Core Team, Review what is known, what we learned, where there are specific concerns or needs, and organize the second sprint accordingly.
2. Review of pages and forms to create a prioritized plan for the content improvement. Review departments and team members to identify champions and plan for the culture shift.

Phase Responsibilities

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Retro of Sprint A – Plan and lead a retro meeting with Core team to review what worked well, what needed improvement, what was achieved, what is a goal for the next Sprint.	Participate fully in Retro meeting	<ul style="list-style-type: none"> Overview of learnings from Sprint A, Phase 2
Review of all pages and forms by OpenCities consultants to create an updated prioritized plan for content improvement and business process changes.	Review department participation in Sprint A, identifying champions to drive business process changes, content improvements and culture shift.	<ul style="list-style-type: none"> Written overview of observations and plan in preparation for Kick Off meeting.
Plan and lead kick off meeting for full team, outline of Sprint B, project plan and dates determined during meeting.	Organize and motivate full participation in kick off meeting. Clear understanding of CCD roles for duration of Sprint B of project.	<ul style="list-style-type: none"> Updated and agreed Project Plan for Sprint B, documenting any modifications from current proposal. Full team understanding of Sprint B

10.6.Sprint B, Phase 2 – Jan 11 – Jan 28th

Deliverable – Enhanced Design process, Design Values Workshop, Design review with full Steering Committee, 3 designs and 2 iterations to arrive at new visual design.

Phase 2: Enhanced Design Process with Design Values Workshop

1. This phase focuses on better content and digital service experiences for the Users and provides design values exercises to identify needs for the new Website visual designs including an interactive design workshop. This phase is iterative with a minimum of three rounds including the first design concept, second design concept, and the finalizations of the design concept. In each iteration the City reviews and shares feedback for revision. Internal and community stakeholders

Phase Responsibilities

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
12. Discussion lead for identifying the design values workshop invitation list.	Participate in the identification of the resident focus group and an internal focus group with a good cross-section point-of-view to attend the design values workshop. Send the invitations to the design values workshop attendee list.	Design values workshop attendee list and invitations
13. Facilitate a design values workshop to parse what values, concepts, and elements are most important to the City and its residents. Prepare the workshop agenda, materials, and presentation deck, including any virtual meeting capabilities for effective collaboration.	If desired and allowable under Covid-19, provide the facility space for the workshop and follow-up on attendee questions and preparation for the workshop. Workshop attendees contribute to the design value discussion ensuring that the City's unique flagship values are incorporated in the value summary. Review the design value summary and provide feedback.	<ul style="list-style-type: none"> • Workshop agenda and deck including workshop materials. • Design Values Workshop • Design values summary.
14. Develop the first iteration of the Website design based on the outcomes from Phase 1 and the Design Values Workshop.	Review and provide feedback on the first iteration of the Website design.	<ul style="list-style-type: none"> • Design Concept 1 • Design Concept 2 • Final Design Concept
15. Iterate the design concepts to arrive at and provide the final homepage design and style guide. Present final design to team.	Participate in the design concepts review.	<ul style="list-style-type: none"> • Acceptance of Final design.

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
16. Implement the final design concept as the new skin for the Enhanced CCD Website.	Review and accept the design.	<ul style="list-style-type: none"> Website Design Implemented

10.7.Sprint B, Phase 3 – February 1 - March 25th

Deliverable – Information Architecture report of results with groupings of Primary User Types. Definition of primary user flows, key tasks/moments across several user journey's and scenarios. Creation of recommendations on IA and Content Models to facilitate optimal user experience and scalable functionality

Overview: Information Architecture / Sitemap creation / Page Navigation

1. OpenCities, in partnership with our subcontractor, Slalom, LLC, will provide expertise and support in building a rigorous Information Architecture for CCD. Project will include an Information Architecture discovery phase, co-creation of best practices IA, as well as validation/testing of chosen architecture with panel of internal users and city residents.
2. Content Strategy that builds on the IA deliverables and provides page level mapping to the correct OpenCities page templates, building a UI and content bridge between the current site and the new site using the updated IA and Site Navigation.
3. Upon approval of the new IA, Site Navigation, and using the new Visual Design, a new site structure and content migration plan can be established for improved content.

Phase Responsibilities

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Discovery and Analysis of existing data to provide IA & UX recommendations to help improve the resident experience analyzing the layout, content hierarchy, and taxonomy.	Access to existing data, assistance with customer research (survey promotion, mailing lists, options for broad access to community).	Survey and civic research results.
Development of a recommended IA, based on results of discovery, user research, and feedback from the Sprint A website usage.	Review of recommended IA. Discussion and iteration with OpenCities and Slalom teams.	Site IA and Navigation.
Validation testing of chosen site architecture with	Access to appropriate internal users and city	Final approval of site architecture.

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
panel of internal users and city residents	residents. Assistance with validation process.	
Development of a Content Strategy that builds on the IA deliverables and provides page level mapping to the correct OpenCities page templates.	Review of current site and IA recommendations. Refinement of content AIM strategy for all current content. Consideration of content creation in addition to improvement.	<ul style="list-style-type: none"> Page level site map from current site to new site navigation. AIM strategy for content
Using new Site IA and new site design, create a fresh Information Architecture and Site navigation for CCD on OpenCities.		New City and County of Denver site is ready for improved content and design.

10.8 Sprint B, Phase 4 – March 29th- April 22nd

Deliverable – 2 one-week long Digital Services Academy’s, two half-day Writing and Organizing User-Centered Web Content sessions.

Overview: User-Centered Content Culture Shift and Advanced Training

1. Digital Services Academy (2 workshops). The OpenCities team provides a 3-day, 2.5-hour/day facilitated workshop to train City staff how to re-envision web pages and PDFs as interactive online services. Participants learn principles about user centred design, customer journey mapping and user testing. Accommodating “service owners,” the OpenCities project team will work with participants (content publishers and departmental staff) to create a journey map of one of their key services, identify areas for improvement, prototype a new transaction, redesign their content, and test their new services page and digital form with a set of actual users.

2. Writing and Organizing User Centric Web Content (2 Workshops) The OpenCities team provides 2.5-hour online workshop that focuses on writing effective web content and structuring government content in a manor that puts the resident, business or visitor at the heart of the experience.

Phase Responsibilities

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
17. Digital Services Academy. Assist the City in identifying the City services.	Define the City services to inform the Journey Mapping for Services Content.	<ul style="list-style-type: none"> List of City services.

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
<p>18. Digital Services Academy. Conduct the three 2.5-hour sessions for the Digital Services Academy (to be delivered twice, once each for two groups). Deliver the academy through lecture and individual and/or small group exercises including group discussion. Provide instructional training and guidance throughout the Journey Mapping. Provide the training, mapping techniques and tools for services content including, but not limited to user-centered design, journey mapping, writing for the web and building agile and iterative digital services.</p>	<p>Invite content contributors/editors to the Digital Services Academy. Bring the most visited service-oriented pages on the current website, services not on the current website with a great many requests for assistance on phone or in person, and complicated services. Each participant works on the journey map for the service assigned.</p> <p>Journey Map the processes through the service developing a form with instructional language online to complete the task(s) or service(s).</p>	<p>Journey Maps of Services Content.</p>
<p>19. Digital Services Academy (2). Assist the City participants in building the website Service Content based on the journey maps.</p>	<p>Build Website Service Content pages based on the journey maps.</p>	<p>Preliminary Website Service Content pages built based on journey maps.</p>
<p>20. Digital Services Academy. Discussion lead for resident proof of concept on the Services Content pages built</p>	<p>Participate on the resident user testing.</p>	<p>Resident feedback on Website Service Content pages.</p>
<p>21. Digital Services Academy. Discussion lead for iteration and improvement on the</p>	<p>Iterate and improve the service pages based on the resident feedback</p>	<p>Services Content Complete</p>

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
services pages based on resident feedback.		
22. Content. Provide the City with the best practice approach to Content creation and revision through coaching and training the City on effectively writing Content for the Website. Including instruction on how to write in plain English and leverage writing and editing tools of the Website to create simpler, more straightforward Content.	Participate in the training on effectively writing Content for the Website.	Training for effectively writing Content for the Website.
23. Content. Provide best practices for improving and creating the City's Content with key roles and responsibilities for success at each step. Work with the City to write the Content Improvement Plan including the types of Content moving.	Participate on the best practices for Content Improvement and collaborate on the writing of the Content Improvement Plan. Identify champions for organizational change management and site improvement, to support and encourage the process of improving the content.	Content Improvement and Governance Plan

10.9 Sprint B, Phase 5 – April 26th - June 3rd

Deliverable – Content improvements by CCD teams. Digital Forms creation and Page creation or improvements by OpenCities team.

Full Site Launch provisionally targeted to June 15th, 2021

Overview: Content Improvement

1. Review and Improve the site content (pages, forms, images and documents) that will go live in the new IA structured site.

2. Forms Creation Package – OpenCities staff will recreate and/or create digital forms using OpenForms. Working closely with the CCD team to improve the usability, workflow and logic of forms to minimize steps for both users and staff. Includes up to 100 forms with smart logic. CCD staff will be responsible for setting up forms workflows based on the needs for each department or form owner.

3. Web Page Improvement Package - OpenCities staff will improve and/or create pages on the Denver website. Working closely with the CCD team to understand the user need and create improved webpages using the new IA and navigation. 200 pages of web improvements/creation.

Phase Responsibilities

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Provide assistance and coaching to CCD staff while they are reviewing and improving content, and creating appropriate pages within the new IA.	Using the Content Improvement plan and the training learned in the Digital Services Academy, create, merge or improve content in the final OpenCities CCD site structure.	Content is migrated, improved or created in the updated OpenCities CCD site structure.
FORMS: OpenCities team creates digital forms in OpenForms solution, with assistance from CCD teams and departments	Provide form usage information and context to OpenCities staff to assist with OpenForms creation and achieve excellent results. Creation of workflows will be provided by CCD staff.	Up to 100 forms with smart-logic.
Page Improvement: The OpenCities team will improve the content on up to 200 pages of web content in the new IA structure of the OpenCities CCD site.	Provide direction as to the pages most in need of improvement and support during this Sprint and Phase. Assist OpenCities team with the user needs and goals for the pages	<ul style="list-style-type: none"> Up to 200 pages of Improved content
Coaching and support during the Content Improvement phase.	Working with key stakeholders and champions, improve content on the CCD site, creating more digital services from a user’s point of view.	Creation of Digital services and improved, simplified web content for the new CCD site structure.

OpenCities Responsibilities	The City Responsibilities	Artifacts & Outcomes
Support the City through acceptance.	Conduct acceptance by reviewing all the Content (structured, static, services, and forms) ensuring the entire Website meets or exceeds expectation.	Acceptance Signoff
Discussion lead for "Production Launch" cutover, cutover checklist.	Participate in the "Production Launch" cutover planning while the new site structure and pages are published and verify the cutover checklist.	Cutover Checklist
Conduct full CCD site Launch	Coordinate the full launch to publish the new site (new IA, new design, new content, new services).	CCD Website Final Launch

Following the Full site Launch, the ongoing partnership between CCD and OpenCities is enforced with regular new feature leases, online masterclasses and training opportunities, and the ability to suggest (through Feedback) and vote on new functionality.

11. Work Order Processes

11.1. Governance Structure

The governance structure is setup for a clear escalation path when issues are unresolvable, or risks mitigation is not achievable. The path below illustrates an overall team perspective where OpenCities and the City work together to resolve problems and the escalation paths. While the City steering committees shall make recommendations and collaborate with the sponsor, it is the project sponsor's decision for escalations.

Governance Specific Responsibilities

The CCD Project Sponsor	<ul style="list-style-type: none"> • Hold steering committee governance responsibilities. • Collaborate with steering committees on escalated issues/risks and decisions. • Hold final decision making in resolving and escalate issues/risks. • Hold final authority for business decisions.
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	<ul style="list-style-type: none"> • Meet with OpenCities Account Manager / OpenCities Leadership if and when requested.
The City Steering Committees	<ul style="list-style-type: none"> • Assist in resolving / making decisions related to issues/risks that are escalated from project team. • Act as visible participant and change advocate for the success of the project. • Meet on predefined basis to review the project progress. • Provide management sponsorship and direction to the project. • Assist in resolving escalated issues/risks. • Make recommendations decisions.
OpenCities Account Manager	<ul style="list-style-type: none"> • Meet with project sponsor as needed. • Meet with the steering committee as needed. • Resolve issues/risks together with the City for shared issues/risks. • Resolve issues/risks with OpenCities team.
The City and OpenCities Project Managers	<ul style="list-style-type: none"> • Raise, track, resolve and escalate issues/risks
Project Teams	<ul style="list-style-type: none"> • The City works with OpenCities team with open communication regarding issues, risks, and escalations. • OpenCities works with the City team with open communication regarding issues, risks, and escalations.

11.2.The City Project Roles

Recommended Roles and Responsibilities for City and County of Denver Project Team		
CCD Role	Responsibilities	Estimated Hours
Project Manager (REQUIRED)	<ul style="list-style-type: none"> • Accountable for the CCD activity responsibilities. • Review risks and issues from Core Team and make decisions on what items need to be 	20- 30 hours per week Sprint A (October to December). 15 – 20 hours per week

	<p>communicated to the Steering Committee.</p> <ul style="list-style-type: none"> • Work with OpenCities project manager for continuous planning and control of the project activities. • Provide support to the OpenCities Teams in terms of follow-up for reviews and signoffs. • Overall administration, coordination, communication, and decision- making associated with the implementation • Ensuring that the project team stays focused, attends meetings, tasks are completed on schedule, and that the project stays on track. • Works closely with the Vendor team to ensure a successful implementation. • Member of Core Team. 	<p>(average) Sprint B (Jan to June 2021)</p>
<p>Executive sponsorship (Recommend: Chris Binnicker, Jenny Schiavone)</p>	<ul style="list-style-type: none"> • Ultimate responsibility for the success of the project. • Participates in project meetings consistently, agreeable to speaking directly with OpenCities team to mitigate risks • Creating an environment that promotes project buy-in across departments. • Remove blockers to the project success • Driving the project through all levels of the City. • High-level oversight throughout the duration of the project. • Highest level of escalation for governance. 	<p>1-2 hours a week Sprint A. 1 hour a week (average) Sprint B.</p>
<p>Core Team Members (5 – 7 people generally) (REQUIRED)</p>	<ul style="list-style-type: none"> • Assist in resolving / making decisions • Act as visible participant and change advocate for the success of the project. • Meet on predefined basis to review the project progress and participate in key processes. 	<p>8 – 20 hours a week Sprint A– Sept 2020 to December 2020. 5 – 10 hours a week Sprint B.</p>

	<ul style="list-style-type: none"> • Provide management sponsorship and direction to the project. • Assist in resolving escalated issues/risks. • Make recommendations decisions. • Participate in both Sprint A and B Design phases. • Promote Content Migration efforts 	
<p>Steering Committee Members (Can be 5 – 20 people)</p>	<ul style="list-style-type: none"> • Inclusive of all Core Team Members but joined by other key stakeholders in CCD as well as 2-4 community members. • Participate in Sprint B design phase. • Participate in User Testing and community engagement components of the project. • Provide project support and promote project to staff and community 	<p>Average of 4hours a week Sprint A. Average of 2 hours a week Sprint B.</p>
<p>Business Lead and Change Agent</p>	<ul style="list-style-type: none"> • Member of Core Team • Point-of-contact for all business-related activity work and decisions. • Change agent for organizational change management. • Training coordinator with the Vendor for the Vendor training activities. • Development of any augmented training plans or materials to the Vendor’s training as needed. • Plan for ongoing training at CCD for onboarding or new features, and content writing standards. • Works on or approves the business process and procedure for workflows. • Coordinates with relevant subject matter experts as needed. 	<p>Average of 2 –5 hours a week, Sept 2020 to July 2021</p>

	<ul style="list-style-type: none"> • Discussion co-lead with Technical Lead on all Website matters. 	
<p>Technical Lead (Recommend: Rob and James)</p>	<ul style="list-style-type: none"> • Member of Core Team • Point-of-contact for all technical-related activity work and decisions. • Discussion lead for search engine optimization, User experience, information architecture, and ADA compliance. • Participates in all site-related activity work and decisions. • Support the Business Lead. • Coordinates any technical matter. • Coordinates the Azure AD authentication and SSL Certification work with OpenCities. • Gains knowledge transfer for Website administration. • Provides Website administration along with the Vendor. • Accountable for API, IFrame, and application knowledge. • Accountable for Website and content knowledge. • Discussion co-lead with Business Lead on all Website matters. • Creates support models in the City's IT Service Management (ITSM) systems and processes; establishes connections to IT services after production launch. 	<p>Average of 2 –5 hours a week, Sept 2020 to July 2021</p>
<p>Content Lead (Recommend: Chad and Karen)</p>	<ul style="list-style-type: none"> • Member of Core Team. • Point-of-contact for all Content Strategy activity work and decisions. • CCD Lead for Content Migration Strategy with Flagship Authors and Content Publishers • Participates in all site-related content decisions. • Gains superior knowledge of OpenCities platform. 	<p>20- 30 hours per week Sprint A (October to December). 5-15 hours per week (average) Sprint B (Jan to June 2021)</p>

	<ul style="list-style-type: none"> • Gains knowledge transfer for Website administration. • Provides Website administration. 	
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11.3. OpenCities Project Roles

The purpose of this section is to define the key OpenCities roles and general responsibilities for the project overall.

OpenCities Roles	General Responsibilities
Executive Account Manager	Serves as the escalation point for issues that expand beyond the scope of the project.
Project Manager	<ul style="list-style-type: none"> • Primary point of contact for the City steering team meetings. • Responsible for managing the overall project execution ensuring contractual timelines are met by allocating the appropriate OpenCities resources throughout the project. Will be the primary point of contact for the City project manager. Conducts project management processes as defined in Project Lifecycle Activity Details.

11.4. Work Order Change Control

This section describes the procedures to be used for managing change control for the services described in the SOW.

Since changes could affect the price, schedule or other terms of the SOW, both OpenCities project manager and the CCD project manager must review and approve each Major Change prior to implementation. Where Work Order/Project Change Request (PCR) requires fixed fee a new Work Order with its own SOW would be required.

The following Work Order Change Control procedure shall be used for Major Changes (as determined by the CCD and OpenCities Project Managers):

- (a) A PCR shall be used for communicating the change. The PCR must describe the change, the rationale for the change, and the affect the change shall have on the project.
- (b) The City project manager and OpenCities project manager shall review the proposed change. If a PCR shall require more than 4 person hours to analyze the approach, cost, and impact to the project schedule, OpenCities shall provide an estimate of the time required to analyze PCR.
- (c) The City project manager and OpenCities project manager shall then approve the PCR for analysis. Such approval constitutes authorization by

the City for the additional hours and cost required to investigate the PCR, if it is greater than 10 person hours.

- (d) OpenCities shall submit to the City an estimate of the charges and the anticipated changes in the delivery schedule that shall result from the PCR. OpenCities shall continue performing the Services in accordance with the SOW until the City and OpenCities approve the PCR.
- (e) The analysis shall determine the impact the PCR could have on price, schedule and other terms and conditions of the SOW. The City project manager and the OpenCities project manager shall then either reject the PCR or approve it for implementation, within 10 days. Such an approval shall authorize the additional cost, schedule changes, and shall authorize the PCR to be implemented. This process shall be applicable to both the City and OpenCities requested changes.

Work Order/Project Change Request (PCR) Form

PROJECT DETAILS					
Contract Information:		Contract#:		Page:	
				Paragraph/Section:	
Project Name:					
The City project manager:					
OpenCities project manager:					
CHANGE DETAILS					
Change Number:					
Change Title:					
Change Requester:					
Change Request Date:					
Change Urgency:					
Change Category:		Product	Project	Contract	Subscription
Change Description: Provide a complete description of the requested change		Change Drivers: List any project business market or environmental factors that necessitate a specific time limit for this change			
Change Benefits: Describe the benefits associated with implementing this change		Change Costs: Describe the costs associated with implementing this change Total cost impact: \$ _____			
IMPACT DETAILS					
Project Impact to quality, cost, schedule, resources, or other. Describe the impact on the project if this change is / is not implemented					
APPROVAL DETAILS					
Supporting Documentation: Reference any supporting documentation used to substantiate this change					
Contributors: List persons who participated in the PCR approval process					
DISPOSITION					
Approved		Rejected		Closed	
Other					
Comments:					
Submitted by			Approved by		
Name:			Name:		
Signature:			Signature:		
Date:			Date:		
Any documentation to support this change should be attached to this document.					

11.5. Issue Management

Issue management shall be further defined during the project initiation stage of the project.

Escalation between the City and OpenCities shall follow the Governance Structure in this SOW and the levels below. Project level issues shall be discussed and resolved by the City project teams and OpenCities teams. All the project issues shall be recorded in Asana Risk Task including the decisions and options considered. The City and OpenCities project teams hold the primary responsibility for closing all the issues recorded. Any escalated issues shall be handled as mentioned below. The contact persons may change throughout the engagement and each party is notified upon the change.

Escalation from the City to OpenCities with expected response duration:

Level	Response Within	Contact Person
OpenCities Project Manager	2 Days	
OpenCities Account Manager	2 Days	
OpenCities Director	4 Days	

Escalation from OpenCities to City with expected response duration:

Level	Response Within	Contact Person
The City Project Manager	2 Days	
The City Project Sponsor	4 Days	

11.6.Deliverable Acceptance

Each deliverable shall undergo the following review steps. In our experience, many Cities or Counties have their own preferred acceptance criteria, process and documents. For that reason, in or around the kick-off meeting, OpenCities and the CCD Project Managers shall jointly agree upon a Deliverable Acceptance Overview for the deliverables.

Submission

A deliverable shall be submitted upon completion for review to the CCD project manager. A draft version may also be submitted ahead of time to speed up the review process as needed.

Review

The CCD team shall review the deliverables internally and provide feedback to the Vendor team with its review comments. The City shall return one consolidated set of comments to the Vendor (or hold one meeting), which are consistent with previously defined acceptance criteria. For key deliverables, the Vendor shall schedule a walk-through of the deliverable with the team.

The City and OpenCities project managers shall work together to minimize impacts due to delays in approval.

Sign-off

Once all the review comments are incorporated or resolved, the City shall sign-off on the deliverable as accepted. The sign-off shall be provided within 3 business days after the acceptance process is completed and the invoicing shall follow.

Deliverable Review Assumptions

To enable efficient and timely acceptance of the deliverable the following would be observed by the relevant stakeholders from both CCD and OpenCities:

- Exceptions shall be discussed and mutually agreed to between the project managers.
- The deliverables and review comments shall be submitted in electronic form to the City project manager.
- In order to optimize the speed of the review process, OpenCities shall be available within the review period to assist the City in its review and shall address review comments provided.
- The City assigns a single designated approver for each major project deliverable in the deliverable acceptance plan. The designated approver shall be responsible for overseeing and/or directly participating in the implementation, as well as the approval, of the deliverable.

Acceptance Method

The acceptance method shall be used throughout the acceptance procedures. Format shall be decided in project kick off.

12. Payment Terms

12.1. Payment Methodology

OpenCities will be paid based on the payment schedules in this section.

12.2. Payment Schedule for Professional Services

Payments for all onetime Professional Services will be invoiced in Phases, upon completion of tasks in each Phase, and following acceptance by the client, as long as the annual license fees for the software have been invoiced and paid upon contract execution.

Service Level Agreement & Support Contact Information

Issue Severity Level and Measure/Guide	Resolution Process and Contact Information	Resolution Target
Priority 1 – Downtime (Your public facing website or critical intranet is experiencing Downtime)	<ul style="list-style-type: none"> • Reportable 24 x 7 via Telephone – (877-466-7756 – Extension 3) • Acknowledgement and assignment of the problem for resolution within an hour. 	Within 4 hours.
Priority 2 – Urgent (Important publishing functionality fails to work as intended, and there is no work-around available - you cannot publish content to the site).	<ul style="list-style-type: none"> • Reportable 24 x 7 via Online helpdesk, or • Telephone during business hours (7x6 PT). (877-466-7756 – Extension 2) • Acknowledgement and assignment of the problem for resolution within one business day. 	Provide a workaround to the problem or release a Version Update to fix the problem by close of next business day.
Priority 3 – High (Important publishing functionality fails to work as intended, but workarounds are available)	<ul style="list-style-type: none"> • Reportable 24 x 7 via Online helpdesk. https://opencities.zendesk.com/agent/dashboard • Acknowledgement and assignment of the problem for resolution within one business day. 	Scheduled or next Version Update.
Priority 4 – Normal (Functionality is not working as intended)	<ul style="list-style-type: none"> • Reportable 24 x 7 via Online helpdesk. https://opencities.zendesk.com/agent/dashboard • Acknowledgement and assignment of the problem for resolution within 3 business days 	Within specified Version Update.

NOTE: Additional for Denver, page load times as tested by CCD staff on a supported browser will not exceed 3 seconds.

SLA Uptime Agreement and Remedy

Subject to the terms and conditions of the Agreement, OpenCities provides a guarantee of 99.95% uptime availability, calculated monthly. In a typical 30 day/720 hour month, this equates to no more than 1 hour of downtime per month (not inclusive of Scheduled Maintenance and emergency maintenance).

For confirmed failure to meet the SLAs during any month during the Term, OpenCities will credit and refund in the next ensuing month to the City an amount of the Monthly Pro-Annual Subscription Fee (Defined below) as set forth in the following chart, up to a maximum of 100% of the pro rata monthly Base Subscription Fee for that month.

SLAs met in prior month:	Credit Refund of Monthly Prorated Annual Subscription Fee Due to City:
99.95% -100% of the time	0%
99.90% -less than 99.95% of the time	20%
99.000-less than 99.90% of the time	50%
Less than 99.00% of the time	100%

Exhibit B: Fee Schedule

Annual Subscription Fees*

The annual subscription fee includes:

- Managed Cloud Service via Microsoft Azure Government Cloud (website) and Managed Cloud Service via Microsoft Azure Cloud (OpenForms)
- Managed updates for emerging WCAG AA 2.1+ Standards
- Managed updates for new web browser & device compatibility (excludes custom code enabled by Denver)
- Managed updates for new UX/UI components and patterns
- Support coverage Standard Hours (7am to 7pm EST Monday to Friday)
- Support coverage Extended Hours (up to 24/7 with 48 hours' notice)
- Support coverage Extended Hours (disaster management - 24/7)
- Unlimited 24/7 telephone helpdesk for Priority level 1 severity issues
- Unlimited online helpdesk for all other support & issues per SLA
- Twice annual "check-up" with OpenCities customer success team to explore site improvements focused on enhancing your sites usability

OpenCities Annual Subscription for Denvergov.org	\$125,000 per year
OpenForms Enterprise + Workflow Unlimited Annual Subscription	\$40,000 per year
Azure AD connector for SSO	\$7,500 per year
Managed Cloud Service ICDN	\$15,000 per year
optional SaaS items below:	
Imperva BOT/DDOS/WAF	\$10,000 per year
OpenCities subsite license Subsites are defined as a separately hosted domain (i.e., denvercourts.org), a site with a distinct IA and navigation structure that is	\$2,000 per year x 40 subsites = \$80,000 per year

separate from the main city site (i.e., a library, courts, etc.).	
OpenCities / Eventbrite Data Connection	\$5,000 per year
OpenCities Local Directory Module	\$4,500 per year
OpenCities Consultations (forums/discussions) Module	\$4,500 per year
TOTAL ANNUAL FEES W/O OPTIONS*	\$187,500 per year
OPTIONAL SaaS Items	\$104,000 per year
TOTAL WITH OPTIONS*	\$291,500 (Year 1)

*Annual fees listed above remain constant for the term of the contract; not to exceed \$291,500 per year in years 2-5.

One-Time Setup Fees

One-time OpenCities setup fees are based on the level of assistance your City needs for its digital transformation. OpenCities includes in this cost the following services performed by our team:

SPRINT A

Sprint A, Phase 1 Project kick-off and Project Management	\$25,000 flat fee
Sprint A, Phase 1: Visual design, Site Configuration of Denvergov.org using OpenCities Theme Builder	\$15,000 flat fee

<p>Sprint A, Phase 2: Site Training</p>	<p>\$7,500 flat fee</p>
<p>Sprint A, Phase 2: Content Migration Support Consulting Includes: consulting on best page / content type to leverage for intended page purpose (not an event, news article, park) - \$10 per page estimated up to 2,000 pages.</p>	<p>\$10 x 2,000 pages= \$20,000</p> <p>Billed as incurred on a per page rate</p>
<p>Sprint A, Phase 2: Site Presentation Improvements and Review prior to MVP launch OpenCities consultants will review 250 pages (specifically high traffic or complex pages such as services, departments, landing or general pages) migrated by CCD teams in batches of 100. Review will include spot training on most effective use of the OpenCities platform, and recommendations on content improvements and page styling to accomplish a better user experience. Sequenced in batches of 100 to ensure that with each sequential batch, CCD staff learns from approach, simplifying new page designs.</p>	<p>\$100 x 250 pages =\$25,000</p> <p>Billed as incurred on per page rate.</p>
<p>Optional Set Up / Consulting Fees</p>	
<p>Sprint A, Phase 2: Optional Document and Image Migration \$2 per image/document re-linked. Requires the City to write any alt text, rename files to make more searchable. City staff highly recommended to migrate doc and images prior to full content migration. Price assumes City staff provides full menu structure for all files, alt text and searchable name. Projected price based on 25,000 documents/images. Charged on a per image/document basis.</p>	<p>\$2 x 25,000 images =\$50,000</p> <p>Billed as incurred on a per asset rate</p>
<p>Sprint A, Phase 2: Optional page text content migration Assumes OpenCities migrating (copy and paste) text only from current AEM pages. Projected price will be charged on a per page basis. No content will be written or recreated. See SOW for clarity on what is in / out of scope.</p>	<p>\$5 x 2,500 pages = \$12,500</p> <p>Billed as incurred on per page rate.</p>
<p>Hourly consulting services Technical / Developer consultation – beyond the initial training, OpenCities will provide support and assistance for CCD team and developers. OpenCities will not create custom code, integrate with 3rd party applications (other than Accela or those included in annual SaaS data</p>	<p>Up to \$50,000. See rate card for rates by consultant role.</p>

connections), or be responsible for custom code developed by the CCD team"	
Content strategist – beyond the initial training, OpenCities will provide support and assistance on creating pages within OpenCities using structured content types, adding accordions, content lists, etc.	
SPRINT A ESTIMATED ONETIME FEES W/O OPTIONS	\$72,500
OPTIONAL CONSULTING FEES (Contingency Fund, based on estimated page counts and assumed assistance needed as detailed in the Project plan)	\$132,500
TOTAL WITH ALL OPTIONS	\$205,000

SPRINT B

Sprint B, Phase 1: Project Kick-Off, Project Management, Discovery, Retro and Planning.	\$48,000 flat fee
Sprint B, Phase 2 Enhanced Design / Design Values Workshop / Citizen Engagement & New Site Implementation and Set up OpenCities will engage the CCD Steering Committee (including community members) in full Enhanced Design process, including a Design Values Workshop, Visual re-design process with 3 Visual design options and 2 rounds of review.	\$35,500 flat fee
Sprint B, Phase 3 Information Architecture / Sitemap creation / Page Navigation and page type recommendations OpenCities, in partnership with Slalom, LLC, will provide expertise and support in building a rigorous Information Architecture for CCD (estimated at \$65000). Project will include an Information Architecture discovery phase, co-	\$85,000 flat fee

creation of best practices IA, as well as validation/testing of chosen architecture with panel of internal users and city residents.	
<p>Sprint B, Phase 4 User Centered Content Culture Shift and Digital Services Academy (2 proposed)</p> <p>Each Digital Services Academy (3 half days over one week) is conducted for up to 15 staff focused on 7 services. 2 staff per service. Each session = \$12,000.</p> <p>Each Writing and Organizing User Centric Web Content session (2-hour online training) is for up to 15 staff members. Each session = \$1500.</p>	<p>\$12,000 x 2 = \$24,000</p> <p>\$1500 x 2 = \$3,000</p> <p>Billed as incurred</p>
<p>Sprint B, Phase 5 Optional Forms Creation Package</p> <p>Forms Creation Package \$22,500 for up to 100 forms with smart logic. Price estimated at 1.5 hours per form at \$150/hr.</p>	<p>\$225 x 100 forms = \$22,500</p> <p>Billed as incurred on a per form basis</p>
<p>Sprint B, Phase 5 Optional Content Improvement / Web Page Improvement Package</p> <p>200 Pages of web page improvements at \$150/hr. Price estimated at 1 hour per form at \$150/hr.</p>	<p>\$150 x 200 = \$30,000</p> <p>Billed as incurred on per page basis.</p>
SPRINT B ESTIMATED ONETIME FEES	\$192,500
OPTIONAL CONSULTING FEES	\$55,000
TOTAL WITH ALL OPTIONS	\$248,000

Milestone payments for Year 1.

Payment 1: \$49,375

- Due at contract: Annual SaaS Fee (pro-rated for Sept 2020-December 30, 2020)

Payment 2: \$25,000

- Due upon completion of kick off meeting

Payment 3: \$22,500

- Due upon completion of site design and training

Payment 4: \$132,500

- Due upon completion of content migration, page review and launch of MVP site
- Billed based on page counts / image counts and as incurred.

Payment 5: \$197,500

- Due January 31, 2021, Annual SaaS payment, recurs each December 31

Payment 6: \$48,000

- Due upon completion of retro / planning meeting

Payment 7: \$35,500

- Due upon delivery of new design

Payment 8: \$85,000

- Due upon delivery of new IA and sitemap

Payment 8: \$79,500

- Due upon launch of site

Annual SaaS Renews annually on January 1

Exhibit C

Supplier will provide resources on an On-Call basis to assist Technology Services with the support and enhancement of the Website to include, but not be limited to, the Areas and Roles as listed below. The City reserves the right to add/remove roles to this list throughout the duration of the contract.

Rate Card		
OPENCITIES, INC		
City and County of Denver On-Call		
Area	Role	Rate/hour
Management Consulting	Product Application Specialist	\$ 150
Management Consulting	Information Architecture Consultant	\$ 175
Management Consulting	Content Strategist	\$ 175
Management Consulting	UX Consultant	\$ 175
Technology	AzureAD Expert	\$ 185
Technology	Data Connection Engineer	\$ 185
Technology	Technical Specialist	\$ 175
Technology	Senior System Engineer	\$ 175
Technology	Senior System Administrator	\$ 175
Technology	System Administrator	\$ 125
Project Management	Client Success and Consulting Lead	\$ 185
Project Management	Senior Project Manager (PMP)	\$ 185
Project Management	Training Specialist	\$ 125
Project Management	Implementation Manager	\$ 125
Data	Senior Data Analyst	\$ 175
Cyber Security	Cyber Security Analyst	\$ 185

Rates are valid through end of contract term.

Exhibit D - RTM - Web Content Management
Requirements

ID	Requirement Type	Requirement Name	Requirement Description	Vendor Response Comments
1	Functional	CMS Framework	The solution's framework should consists of two elements: the content management application (CMS) and the content delivery application (CDA).	
1.1	Functional	CMS Framework - CMS (Content Management System)	The system must have the framework component of a CMS (Content Management System) that allows content managers or authors to manage the creation and editing of content without the need of a Web developer.	The OpenCities platform contains a robust and flexible CMS that has been built from the ground up with local government organisations in mind. With features including the ability to publish once, present anywhere, publishing workflow, comprehensive audit log, versioning and scheduling and much, much more.
1.2	Functional	CMS Framework - CDA (Content Delivery Application)	The system must have the framework component of a CDA (Content Delivery Application) that serves the published content from the CMS to the public internet.	The OpenCities platform contains a number of modules and structured content types that take information entered by content authors and publish this to the web front end. This content inherits styling from the OpenCities theme engine, which means no development input is required for updating the website.
2	Functional	Authoring Component	A set of mechanisms to allow an author creating, updating and reviewing of content (which can be of several types; pages, assets, publications, etc) with the following features:	
2.1	Functional	Authoring Component - Content Management	Ability to generate new content, or edit existing content, on a page. Modifications must be capable of being made by non-technical staff.	The OpenCities CMS allows users to easily create, edit and archive pages without developer input.
2.2	Functional	Authoring Component - Template Usage	Ability for authors to use predefined templates to create new content pages.	By default, OpenCities provides best-practice templates and layouts for all of the most common information you need to publish (i.e. parks, events, news, projects). Additionally, many templates offer additional levels of formatting and layout options within them, to provide the layout flexibility you need.
2.2.1	Functional	Authoring Component - Templates Creation	Ability for a user account holding admin privileges to create custom templates and store them in a site-specific location (i.e. folders) that is organized in a way that they can be managed properly.	OpenCities allows admins to create custom content types and templates, as well as use granular permissions to restrict the creation of content types and templates by user or role.
2.2.2	Functional	Authoring Component - Templates/Dynamic Connection	Provide templates that retain a dynamic connection to any pages created from them. This ensures that any changes to the template are reflected in the pages themselves.	Admin users can create and edit templates, as well as edit the template a page is using on the fly. The page content will then inherit the properties of the template. Additionally, the theme management engine allows non-technical users to centrally manage the styling of the website..
2.3	Functional	Authoring Component - Community Sites	Ability to develop and manage community sites which are dedicated branded experiences from a library of site templates of calendars, activity feeds, and news	Disregarded as per Chris' clarification
2.4	Functional	Authoring Component - Landing Page	Ability to create landing pages which are single or multipage sites that are the "endpoint" of a marketing outreach containing email, adwords/banners, social media, etc.	The OpenCities platform allows content authours to easily create landing pages which can have content with a call to action, like a form, or even collate lists of other content to help get visitors where they need to go.
2.5	Functional	Authoring Component - Publishing	Ability to publish (or unpublish) pages, assets, etc.	OpenCities allows admin users with relevant permissions to publish and archive content when desired. Additionally, users can schedule publishing and archiving of content for a specific time.
3	Functional	Content Management - Image Display Component	Adaptive Display/Image function where the same pages can be effectively displayed on multiple devices in both orientations and in ways in which a page can respond to changes in viewport size:	
3.1	Functional	Image Display Component - Blocks Layout	Ability to fit in a variety of content blocks (use single-column layouts for smaller viewports, and multiple-column layouts for larger viewports).	All content on the OpenCities platform is fully responsive and will automatically reformat and display appropriately depending on the device a visitor is using, whether desktop, tablet or mobile.
3.2	Functional	Image Display Component - Text Size	Must include alt text field (use larger text size when appropriate, such as headings in larger viewports).	OpenCities supports alt text for images out of the box.
3.3	Functional	Image Display Component - Content	Provide a feature that include only the most important content when displaying on smaller devices.	All OpenCities sites are responsive by default and resize appropriately to suit the available screen realestate of the device. Content is layed out in the most optimal way and requires no extra effort from content editors or publishers.

Exhibit D - RTM - Web Content Management
Requirements

ID	Requirement Type	Requirement Name	Requirement Description	Vendor Response Comments
3.4	Functional	Image Display Component - Navigation	The system must have device-specific tools that are provided for accessing other pages.	Site navigation is fully functional on any device by default as OpenCities sites are responsive. This applies not only to content but navigation, search, forms and all other native OpenCities modules & elements.
3.5	Functional	Image Display Component - Image	The system allows for proper formatting in responsive website and serving image renditions that are appropriate for the client viewport. according to the window dimensions.	Built to be mobile first, OpenCities doesn't just scale the website down to mobile, it fully leverages device capabilities such as swipe gestures, GPS location, and camera to reward mobile users with a more 'app like' experience. As a SaaS platform, OpenCities continually updates your website for new devices and form factors, at no additional cost to the city.
3.6	Functional	Image Display Component - Content Separator Component	Must provide a separator component that allows the content author to create a horizontal rule as a break between content to better organize information on a page.	Content authors have multiple tools at their disposal to separate content and divide content. This includes horizontal lines and also tabs, accordions and paginated content to create a smooth visitor experience.
4	Functional	Community Calendar Component	The calendar component that allows author to display public events on a website calendar with the following features:	
4.1	Functional	Community Calendar - Event	Ability to insert an event description	
4.2	Functional	Community Calendar - Location	Ability to insert an event location and integrated map (Google)	Create your own maps with pins, lines or vectors. Use pins to represent content such as events or projects. Use lines to show road closures or bike paths. Use vectors to represent affected areas. Easily setup maps for any purpose, from showcasing festivals or communicating important information during emergencies.
4.3	Functional	Community Calendar - Thumbnail Display	Ability to insert an event thumbnail images for calendar display	
4.4	Functional	Community Calendar - ICS Calendar	Ability to embed Microsoft Outlook iCalendar compatible feed URL	Events include an add to calendar function which allows visitors to download an ICS for the event.
4.5	Functional	Community Calendar - Event URL	Ability to post an event website URL	OpenCities web page URLs are generated according to the page title. Content authors are also able to create multiple, custom short URLs for pages if desired for marketing and promotional activities.
4.6	Functional	Community Calendar - Tagging/Filtering	Provide the features which can be configured to allow allows members to add tag labels to the events they post and the ability to filter/search tags.	Events can be assigned categories which allows content authors to assign these to events, and end users to be able to filter events by categories to easily find what they're looking for. Content published by community members can also be put through workflow prior to publishing and/or modified before or after publishing to the website occurs.
4.7	Functional	Community Calendar - File Upload	Provide the ability to do file uploads (allow file attachments to be added to a calendar event or comment).	Admin users can easily upload and attach supporting documents to web pages, including events.
4.8	Functional	Community Calender - Recurring Event	Ability to make an event recurring for specific days or a block of time.	Content authors can easily assign single date, multiple dates, recurring dates and even specify excluded or added instances within the recurring pattern specified.
4.9	Functional	Community Calendar - Cancelled Event	Ability to display an event as cancelled.	Events can be "cancelled" still displaying on the website with clear messaging to let visitors know the event has been cancelled.
5	Functional	Articles and News Component	A component that lets an author set all content for articles and newsletters (including images, text, links to other content such as videos) with the following features:	
5.1	Functional	Articles and News Component - News Feed	Ability to create articles to show in a news feed (RSS/Atom)	OpenCities allows you to create an RSS list out of any type of content object item you manage within OC. The RSS

Exhibit D - RTM - Web Content Management
Requirements

ID	Requirement Type	Requirement Name	Requirement Description	Vendor Response Comments
5.2	Functional	Articles and News Component - Tagging	Provide the features which can be configured to allow allows members to add tag labels to the events they post	Disregarded as per Chris' clarification
5.3	Functional	Articles and News Component - Filtering	Ability to filter feeds on different pages on site based on tagging	News articles can be assigned categories, which allows visitors to filter the news listing and find relevant articles based on the category.
5.4	Functional	Articles and News Component - Summary	Provide a news summary for a feed	Content authors can create a listing of all news articles which can be configured to display the content description, with visitors able to click through to read the full article.
5.5	Functional	Articles and News Component - Post Date	Ability for news articles to show the date the article was posted	Content authors can display the date the news article was published.
5.6	Functional	Articles and News Component - Archive Date	Ability for articles to move from a displayed list of current news articles (current news feed) to an archived news article page.	By default, the new listing will show all news articles published in order from newest to oldest. Content authors can move news articles to another list to show "archived" news if desired.
5.7	Functional	Articles and News Component - Retiring	Provide system rules for retiring articles from the website	Content authors can schedule archive dates on any content page to remove content from the website after a desired period of time.
6	Functional	Content Functions	Content functions are used to hold, format, and render the content made available to the webpages.	
6.1	Functional	Content Functions - Accordion Function	Provide an accordion function that allows for the creation of a collection of components, composed as panels, and arranged in an accordion on a page, but allows for expanding and collapsing of the panels.	Content authors can add accordions to any page, to neatly organise information as desired, without the need for coding.
6.2	Functional	Content Function - Audio/Video Embedding Component	Provide a component that allows the content author to define responsive embedding of selected audio/video content (YouTube, Vimeo, SoundCloud, etc.).	OpenCities allows the embedding of embed code or iframe. (Note that iframes must be https secure).
7	Functional	Forms and Surveys Tool	Ability to provide a forms and survey tool that is an out-of-the-box solution to create, author, manage, publish, and update complex digital forms and surveys.	
7.1	Functional	Forms and Surveys Tool - Access Management	Access to this tool controlled by user roles that are assigned to access form data and/or to build forms	OpenForms allows admins to assign roles and permissions to users, to restrict access to functionality depending on role and access to specific forms by workspace or on a form by form basis.
7.2	Functional	Forms and Surveys Tool - Document Security	Ability to provide security to any form or document to ensure that only authorized users can use them.	This functionality is usually provided via document software such as MS Word, MS Excel, Adobe Acrobat.If we have overlooded the intent of this question, please let us know. OpenForms has a robust security capability.
7.3	Functional	Forms and Surveys Tool - Rules	Rules function that has comprehensive capabilities to add the most complex business logic into the form with the ability to create data bindings with conditional statements (conditional logic) for the various rows within the section.	OpenForms provides conditional logic and calculation capabilities which affords form authors the ability to create sophisticated forms with branching paths depending on a respondents answers and numbers calculated automatically within the platform.
7.4	Functional	Forms and Surveys Tool - Submission Configurations	Provide the ability to limit number of form submissions	Users can specify a limited number of submissions on a form by form basis.
7.5	Functional	Forms and Surveys Tool - Messaging	Correspondence management capabilities (notifications/messaging)	OpenForms allows form editors to edit the content of the successful submission screen, the outgoing confirmation emails to both the respondent and internal users for notifications on workflow.
7.6	Functional	Forms and Surveys Tool - Responsive Design	Designed to work across both web and mobile channels	OpenForms are fully responsive and will display appropriately depending on the device a visitor is using.

Exhibit D - RTM - Web Content Management
Requirements

ID	Requirement Type	Requirement Name	Requirement Description	Vendor Response Comments
7.7	Functional	Forms and Surveys Tool - Form Templates	Provide pre-defined themes to build custom forms and customizable templates with question types to create registrations, customer surveys, order forms, lead forms.	<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.>
7.8	Functional	Forms and Surveys Tool - Forms Library	Provide a forms library that has a responsive forms directory with powerful search features using keywords, tags, and metadata.	The OpenForms library is filterable by workspaces, which can be setup and customised by admins. Forms are searchable by names, however, not by keywords, tags and metadata. Forms do not need to be copied into OpenCities but are simply referenced from OC and are managed in OF.
7.9	Functional	Forms and Surveys Tool - PDF Conversion	Ability to convert PDF documents into web forms and transform their documents into online services.	OpenForms allows you to create any kind of form with conditional logic, calculations, workflows, signatures, payments and many other features. Any PDF paper form can be replicated within OpenForms. While the creation of a form is not automatic, there are forms available from a growing forms library and it is possible to cooperate with other government agencies using OpenForms to export and import forms to significantly accelerate time to create a form.
7.10	Functional	Forms and Surveys Tool - Styling Constructs	Ability to add custom CSS to the form.	Admin users of OpenForms can create and edit themes for forms, including the CSS.
7.11	Functional	Forms and Surveys Tool - Connectors	Ability to setup form and survey connectors (e.g. MuleSoft, Salesforce, etc.)	OpenForms provides the ability to connect to other applications and databases by data connections and APIs. These capabilities are available out of the box, however, development of middleware would be required to create these connections.
7.12	Functional	Forms and Surveys Tool - Calculations	Provide advanced calculations	OpenForms contains a calculation field that allows form editors to create simple or sophisticated calculations.
7.13	Functional	Forms and Surveys Tool - Scheduling	Ability to publish form scheduling (on/off time)	OpenForms supports form versioning and scheduling.
8	Non-Functional	Development Platform	The platform will be a set of standards listed below that enable developers to develop software applications based on the appropriate technology stack:	
8.1	Non-Functional	Development Platform - Version Controls	The platform development (if supported) must support modern practices (VCS & CI/CD)	While the underlying systems are standardised as a SaaS offering, both OpenCities and OpenForms provide access to a Web Services API which allow for the pushing and pulling of content data as well as form data. OpenForms in addition to this contains the ability to allow your users to experience interactive forms which can validate and prepopulate data in real time. This is usually done by in-house developers / development partners and allows you to use your preferred CI/CD environment as no changes to the SaaS are made. All interaction is against our WS APIs.
8.2	Non-Functional	Development Platform - Structure/Presentation	The development platform must support the process of updating code under HTML, JS or CSS	OpenCities provides a set of tools allowing you to manage the look and feel of the website using a simple user friendly point and click approach. Custom content types, templates and content lists can be built out using HTML / CSS / JS. Existing content types and templates which support core and premium product modules should not be modified to ensure a stable upgrade path for future changes we may push to ensure your compliance against accessibility guidelines and standards as well as compatibility with new browser versions and features.
8.3	Non-Functional	Development Platform - Code Access	Access to libraries and core files on the application's framework must be accessible.	Our solutions are SaaS and the underlying systems are not available for direct code access. All customisation / integration must be carried out via the available Web Services APIs. We are constantly improving our APIs and releasing new functionality to allow you to perform more integrations in the future.

Exhibit D - RTM - Web Content Management
Requirements

ID	Requirement Type	Requirement Name	Requirement Description	Vendor Response Comments
8.4	Non-Functional	Development Platform - Embedding	Product must support external applications to be embedded with widgets and modules easily incorporated onto the page.	OpenCities supports embedding (via iframe and embed code) and linking of 3rd party widgets and applications. OpenCities does not support or guarantee functionality of 3rd party apps.
8.5	Non-Functional	Development Platform - Integration	Provide integration of data, logic, objects, etc. with other software applications by use of Application Programming Interface (API Integration).	Our products provide Restful Web APIs out of the box, allowing the pushing and pulling of content, digital assets and form data to and from the platforms.
8.6	Non-Functional	Development Platform - Embedded Styling Constructs	Platform should not interfere with embedded scripts/apps/tools	Most embedded applications utilise iframes to ensure that the container page does not inadvertently affect visual consistency or functionality. Our own OpenForms embed within OpenCities utilising iframes to ensure that security is maintained for PCI DSS compliance on forms where payments are accepted. An iframed tool is safe from conflicts and most embed scripts are carefully crafted and namespaced to prevent such incidental conflicts.
9	Non-Functional	Lower Environments		
9.1	Non-Functional	Front End Testing - Beta Website	Ability to create a "local" beta website used for various performance and quality tests before changes to the application are pushed to the production environment.	<p>As a secure SaaS platform, the OpenCities platform is currently in use by 100 local government organisations around the world. City of Denver can rest assured that all of the functionality outlined in our response is available out of the box from day one and has been rigorously tested.</p> <p>Within the city's instance of OpenCities, visual changes using the theme manager, or content changes, can be previewed within the instance of OpenCities prior to publishing. This means that any changes can be reviewed and even tested prior to publishing.</p> <p>As a result, a separate instance or test environment is not required when it comes to platform updates or content / styling changes. Retrieval of content is a non destructive activity while content creation using our APIs can be handled in a way which creates it as unpublished for preview purposes or adds metadata which prevents it from appearing in live lists to allow you to test it in the live environment.</p>
9.2	Non-Functional	Lower Environment - QA/UAT	Must provide a separate environment for QA and User Acceptance Testing (UAT).	<p>As a result, a separate instance or test environment is not required when it comes to platform updates or content / styling changes. Retrieval of content is a non destructive activity while content creation using our APIs can be handled in a way which creates it as unpublished for preview purposes or adds metadata which prevents it from appearing in live lists to allow you to test it in the live environment.</p> <p>No QA environment is required for OC SaaS. NOTE -- IF CCD requires a multiple environment set up this will come at an increased cost.</p>
9.3	Non-Functional	Lower Environment - Development	Must provide a separate environment for development.	<p>As a result, a separate instance or test environment is not required when it comes to platform updates or content / styling changes. Retrieval of content is a non destructive activity while content creation using our APIs can be handled in a way which creates it as unpublished for preview purposes or adds metadata which prevents it from appearing in live lists to allow you to test it in the live environment.</p> <p>No Dev environment is required for OC SaaS. NOTE -- IF CCD requires a multiple environment set up this will come at an increased cost.</p>
10	Non-Functional	System Certifications		
10.1	Non-Functional	System Certifications - Certified Data Centers	Certified Data Centers that have multiple, secure, disaster-tolerant data centers in geographically dispersed data centers	OpenCities utilises only MS Azure data centres. All US customers are located within the MS Azure Government East and West data centres.

Exhibit D - RTM - Web Content Management
Requirements

ID	Requirement Type	Requirement Name	Requirement Description	Vendor Response Comments
10.2	Non-Functional	System Certifications - High Availability	Audited Track Record of High Availability. Provide a system which aims to ensure an agreed level of operational performance (SLA) of application availability figure in excess of 99.999%, and a data availability figure in excess of 99.999%.	OpenCities uses the world's most trusted cloud provider, Microsoft Azure Cloud. As per our SLA, we guarantee 99.9% uptime with rebates should outages force us below our guaranteed SLA.
10.3	Non-Functional	System Certifications - Certified Data Security	Audited Data Security Controls by a third-party application security audits (minimum SAS-70 Standard)	OpenCities utilises only MS Azure data centres. All US customers are located within the MS Azure Government East and West data centres.
11	Non-Functional	Performance Efficiency	This characteristic represents the performance relative to the amount of resources used under stated conditions.	
11.1	Non-Functional	Number of External Users	Ability to support: Average Concurrent Users = 500 Peak Concurrent Users = 8000	OpenCities utilises Imperva for cloud WAF, DDOS, Bot and CDN services. We are able to support the required number of concurrent external users. While dynamically rendered websites are typically slower loading, utilising Imperva's CDN we are able to cache content effectively and serve users from their lowest latency point of presence.
11.2	Non-Functional	Number of Internal Users	Ability to support: Average Concurrent Users = 20 Peak Concurrent Users = 100	OpenCities is able to support the required number of concurrent internal users.
11.3	Non-Functional	Performance Efficiency - System Usage	Ability to support approximately 5,000 web pages (including news and events) with the web content assets (images, documents, etc.) in excess of 100 gigabytes.	OpenCities can support the required number of web pages and assets. No special consideration is needed as this is not an unusual scenario across numerous sites utilising OpenCities.
11.4	Non-Functional	Performance Efficiency - Monitoring	Provide the ability to monitor the CMS environment to identify the potential bottlenecks. Monitoring that shows how quickly users can see and interact with content. It can identify areas that need improvement, and then track the extent of those improvements.	OpenCities is responsible for monitoring both external and internal user experience. While we monitor and address any issues arising internally with relevant reporting to the clients, this information is not natively available for monitoring. Clients have utilised independent 3rd party solutions for this in the past.
12	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.	
12.1	Non-Functional	Web Browsers	The redesigned website must be thoroughly tested to function effectively with these leading browsers, which equate to 95.82% of all browsers used by visitors to the City website. 1. Chrome 2. Safari 3. Internet Explorer 4. Firefox 5. Safari (in-app) 6. Edge	OpenCities is tested with the most popular browsers, including the browsers listed by council.
12.2	Non-Functional	Compatibility - Web Proxy Traffic	Published site must allow for and not interfere with proxying (web traffic that has been proxied through one or more servers).	This is possible and a number of clients utilise cloud CDN and WAF solutions such as Cloudflare and Akamai. OpenCities comes with Imperva WAF, DDOS, Bot protection and CDN features however you may choose to utilise your own providers. Your chosen provider must be able to support modern browsing experiences and allow through session and device identifiers to enable the most functional presentation of your site.
13	Non-Functional	Usability Design	Degree to which a product or system can be used by specified users to achieve specified goals with effectiveness, efficiency and satisfaction in a specified context of use.	

Exhibit D - RTM - Web Content Management
Requirements

ID	Requirement Type	Requirement Name	Requirement Description	Vendor Response Comments
13.1	Non-Functional	Usability - Web UX/UI Design Standards	The web UX/UI design standards in general, must follow the basics of the official city styleguide: https://denvergov.org/denverstyleguide/	OpenCities will work to implement a visual design that follows City of Denver's style guide. The only caveat would be in the event the OpenCities theme manager doesn't support specific outcomes, in which case a best effort approach will be applied, and where accessibility guidelines may need to take priority.
13.2	Non-Functional	Usability - Responsive Design for Mobility	Provide an environment for authors to create and manage content that ensures the typography will be easily readable on mobile devices.	Built to be mobile first, OpenCities doesn't just scale the website down to mobile, it fully leverages device capabilities such as swipe gestures, GPS location, and camera to reward mobile users with a more 'app like' experience. As a SaaS platform, OpenCities continually updates your website for new devices and form factors, at no additional cost to the city.
14	Non-Functional	Usability - Search	Each page of a website should allow users to conduct a search.	
14.1	Non-Functional	Usability - Search Case Sensitivity	Both upper and lowercase letters will be considered as equivalent when searching.	OpenCities search supports this out of the box
14.2	Non-Functional	Usability - Search Response	The site's search capability should be designed to respond to terms typically entered by users.	OpenCities search is governed by page titles, content and additional configurations available including keywords and best bets. Search reporting provides site administrators with the ability to refine and improve the search experience based off visitor data.
14.3	Non-Functional	Usability - Search Results Expectation	User search results should provide the precise information being sought, and in a format that matches the user's expectations.	The OpenCities predictive search experience transforms the way people navigate a government website by suggesting content as a user types their query, and featuring a government thesaurus that connects plain english search queries (i.e. garbage dump) with the language of local government (i.e. waste transfer station). By connecting people to the information they need, without knowing what its called, OpenCities helps your site visitors spend less time looking and more time finding.
14.4	Non-Functional	Usability - Global Search	Design search engines to search the entire website.	The site search can search all content and searchable documents on the site, depending on what the site administrator configures.
14.5	Non-Functional	Usability - Content Search	Provide a search option on each page of a content-rich website.	Site search is available on any page in the site. On particular pages that show a list or directory of content, this can be searched specifically on the page by a visitor.
14.6	Non-Functional	Usability - Sub-area Search	Ability to create search configuration for sub-areas of the site	Certain landing pages with a list of content (e.g. Events directory) can have custom search options including dates and categories for content. The site administrator can further tweak the search experience by hiding certain pages from search and adding keywords or best bets to search.
15	Non-Functional	Security	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.	
15.1	Non-Functional	Security - Internal Facing Identity Management	Federated authentication (single-sign on SSO) using SAML 2.0 protocol for the content authoring access.	OpenCities currently supports Azure AD and OKTA as authentication identity providers for SSO purposes.
15.2	Non-Functional	Security - External Facing Identity Management	Provide a separate federated authentication for any resident-facing authentication experience that the platform provides (SAML 2.0)	OpenCities allows residents to log in for the purposes of creating or managing user generated content such as business pages, directory pages or events. Residents can register for native OC accounts, or use their Facebook, Google, LinkedIn or Microsoft account for this purpose. OpenCities is not an identity provider however we can build out connectors for widely utilised IdPs.

Exhibit D - RTM - Web Content Management
Requirements

ID	Requirement Type	Requirement Name	Requirement Description	Vendor Response Comments
15.3	Non-Functional	Security - Role-Based Security	This includes the features and capabilities to support the provisioning of users, assigning them into role/groups, and manage their access rights to specific areas of the solution.	Users can be created manually and given permission to be a member or admin of any of your sites, as well as assigned roles in each of those sites. They can also be bulk uploaded from an xls or csv format.
15.4	Non-Functional	Security - Device Authentication	For internal users (content authors/managers) the solution must be compatible with potentially implementing Duo two-factor authentication when logging on.	OpenCities supports 2FA via Microsoft Azure AD Connector. I.e. the connector facilitates SSO by Azure AD, and Microsoft enforces / allows 2FA.
15.5	Non-Functional	Security - Audit Logging	Ability to record user's chronological activity for security and auditing purposes. It should also record how often someone accesses a certain document or file.	The OpenCities audit log provides comprehensive auditing on content authors and site administrator actions. This includes creating, editing and archiving of content, with all activity in a searchable format for ease of access.
16	Non-Functional	Maintainability		
16.1	Non-Functional	Workflow Management	Ability to create workflows that allows you to automate specific processes to perform an action on the item (payload) being pushed through the workflow	Setup any number of workflow paths and steps based on the type of content being published (i.e. news vs. jobs vs. emergency announcements), where its being published (i.e. websites, social media) and more. OpenCities keeps approvers notified via email to ensure progress. What's more, approvers don't need to log into the system to view, comment on or approve content, allowing more people to get involved in workflow.
16.1.1	Non-Functional	Workflow Management - Approvals	Within the workflow, usage of approval and sign-off by various participants that can activate pages.	Refer to 16.1 above
16.1.2	Non-Functional	Workflow Management - Rules	Usage of business rules that invoke the workflow.	Once workflows have been setup and established, relevant workflow rules will be enforced depending on the user, type, and location of content wanting to be published.
16.1.3	Non-Functional	Workflow Management - Debug	Debug feature to check for errors and if the workflow is successful.	OpenForms allows you to submit test forms into an unpublished workflow to validate that it functions as expected.
16.2	Non-Functional	Business Rules Management	Allows forms business users and developers to write rules on adaptive form objects. These rules define actions to trigger on form objects based on preset conditions, user inputs, and user actions on the form.	Conditional logic and calculations allow form authors to customise the form journey, showing and hiding specific forms and sections based on user inputs.
16.2.1	Non-Functional	Business Rules Management - Object Display	Rule to show or hide an object	OpenForms conditional logic allows form authors to automatically show or hide fields, questions or sections of a form based on the respondents inputs.
16.2.2	Non-Functional	Business Rules Management - Object State	Rule to enable or disable an object	By showing or hiding a field or section of a form, it's essentially enabling or disabling a user from engaging with the object. Can clarify further with further examples.
16.2.3	Non-Functional	Business Rules Management - Object Value	Rule to set a value for an object	Various fields within OpenForms allows form authors to set a default value.
16.2.4	Non-Functional	Business Rules Management - Object Validation	Rule to validate the value of an object	Form authors can utilise conditional logic and regex to validate inputs for various fields.
16.2.5	Non-Functional	Business Rules Management - Object Calculation	Rule to execute functions to compute the value of an object	The calculation functionality in OpenForms allows numerical values to be calculated on the fly, depending on inputs from the respondent.
16.2.6	Non-Functional	Business Rules Management - Object Property	Rule to set property of an object	OpenCities and OpenForms both provide flexibility when creating content and forms within the system, and we look forward to demonstrating this and diving deep into desired outcomes with the city to clarify further.
17	Non-Functional	Business Intelligence and Reporting	BI technologies and reporting provides historical, current, and predictive views of processes and operations.	

Exhibit D - RTM - Web Content Management
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ID	Requirement Type	Requirement Name	Requirement Description	Vendor Response Comments
17.1	Non-Functional	Business Intelligence and Reporting	Ability to provide business metrics and reporting through a dashboard/reporting module. This would include the ability to perform ad hoc reporting using the solution's built-in capabilities and third-party reporting tools (e.g. SSRS, Crystal Reports).	Insights and analytics are available through the CMS by leveraging Google Analytics for OpenCities, to afford data driven insights for content and search functionality. OpenForms provides organisation level insights showing time and money saved for the organisation and residents, as well as individual form analytics to help form authors to identify bottlenecks and pain points to improve and iterate the form experience for visitors.
18	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.	
18.1	Non-Functional	American Disabilities Act (ADA)	Ability to audit the website using WCAG 2.0 AA or 2.1 AA standards <ul style="list-style-type: none"> • Demonstration of compliance • Can check accessibility issues (optional)* Being accessible to people who have disabilities that affect their hearing, vision or physical capacities. • No issues in accessing platform and/or components 	OpenCities and OpenForms have been functionally audited to ensure compliance with WCAG 2.1 AA guidelines. Any visual design implemented by OpenCities will also be WCAG 2.1 AA compliant. As content entry and maintenance is responsibility of the city, accessibility of content is in the hands of content authors and approvers.
19	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.	
19.1	Transition	System Migration - Existing webpages	The vendor will provide capabilities and support as it relates to the migration of existing webpages. The vendor will be expected to migrate webpages and assets(images/documents) from the existing platform into the new platform as part of implementation.	THIS IS UNDER REVIEW AND PENDING FURTHER CLARIFICATION BETWEEN CCD AND OPENCITIES AS OF AUGUST 7
19.2	Transition	System Migration - Existing Forms/Survey/Streaming	The vendor will provide capabilities and support as it relates to the migration of existing form, surveys and streaming media. The vendor will be expected to migrate forms, surveys, and streaming media from the existing platform into the new platform as part of implementation.	THIS IS UNDER REVIEW AND PENDING FURTHER CLARIFICATION BETWEEN CCD AND OPENCITIES AS OF AUGUST 7
20	Transition	Support	Captures the requirements necessary so that there is adequate resources and processes in place for ongoing support (e.g. help desk, etc.).	
20.1	Transition	Support - Vendor Support Portal	Ability to provide a vendor's Support Portal to submit general questions or incident tickets	The OpenCities help desk is available for nominated users from the city to submit tickets to the OpenCities support team for guidance or technical support. Comprehensive product documentation and training materials are available for all OpenCities users.
20.2	Transition	Support - Knowledge Base Portal	Ability to provide a vendor's Knowledge Base Portal to research general questions from saved articles on the company's product and usage.	Comprehensive product documentation is available within the help centre for both OpenCities and OpenForms for all users.
21	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.	
21.1	Transition	Training - Online Training	Provides hands-on, classroom style training on using the CMS	The OpenCities onboarding team provides training sessions for content authors and site administrators as part of the implementation process
21.2	Transition	Training - Web Videos	Provides You Tube training video on using the CMS	Video training resources are available on YouTube for new user training or as reference for experienced users.
22	Transition	Documentation	Captures the documentation requirements necessary to use and maintain the new solution.	

Exhibit D - RTM - Web Content Management
Requirements

ID	Requirement Type	Requirement Name	Requirement Description	Vendor Response Comments
22.1	Transition	Documentation - User Guide	Provide download of User Guide	The OpenCities & OpenForms documentation is available for all users via the online help centre only, as it is subject to improvement and changes as it is refined and product changes are added.
22.2	Transition	Documentation - Installation Guide	Provide download of Installation Guide	The OpenCities & OpenForms documentation is available for all users via the online help centre only, as it is subject to improvement and changes as it is refined and product changes are added.
22.3	Transition	Documentation - Administration Guide	Provide download of Administration Guide	The OpenCities & OpenForms documentation is available for all users via the online help centre only, as it is subject to improvement and changes as it is refined and product changes are added.
22.4	Transition	Documentation - Technical Specification Guide	Provide download of Technical Specification Guide	The OpenCities & OpenForms documentation is available for all users via the online help centre only, as it is subject to improvement and changes as it is refined and product changes are added.
22.5	Transition	Documentation - Developers Guide	Provide download of Developers Guide	The OpenCities & OpenForms documentation is available for all users via the online help centre only, as it is subject to improvement and changes as it is refined and product changes are added.
22.6	Transition	Documentation - Latest Release Notes	Provide download of Latest Release Notes	Latest release notes for OpenCities & OpenForms are attached.

How many environments will we have? Just prod? Prod & non-prod? Or full stack (Test, QA, Prod)? If there are more than one, what is the content migration path between them?	Production environment only. The integration model is similar to that of other SaaS platforms in that data load and retrieval happens from live production data. Testing can take place in a number of ways and content does not have to be published immediately allowing you to test and push content through workflow as configured.
It appeared in the 8/5 demo that script embeds are NOT rendered in the authoring experience, is this true? How do authors deal with layout and page organization if not?	A content author can simply click 'preview page' and it will show the complete page in context of template exactly the way it looks when published, including the rendered embed script.
Can we store content in OpenCities for retrieval via API that isn't presented through presentation layer or search but is editable via the authoring experience?	Yes, this is possible, however we have not had such use of OpenCities in the past. What is the use case for this?
Is there any mechanism to map SPA routes to OpenCities content page paths? Will direct URL access of embedded SPA routes work correctly?	Yes, url mapping with sub-paths to a single content page which houses the SPA is easy to configure.
Can we bulk load & maintain data in search index via API for DB-driven SPA applications with links to SPA routes instead of OpenCities content pages?	If we understand the requirement correctly, then we believe this is possible. Happy to discuss further to better understand the requirement.
How is preliminary load capability defined? And what is the scaling mechanism and process? Our average day-time simultaneous user count is ~500, but that has spiked to ~8500 in the past (10s of thousands of requests per second).	We compare the city in size to other similar OpenCities clients and review any historical traffic for average and peaks. This allows us to size the site appropriately. We also highly recommend the Imperva CDN configuration to address unexpected traffic peaks as well as deal with DDOS, scraping protection, bot mitigation and other malicious activity. Clients already configured with our Imperva solution have seen from 40% to 80% reduction in traffic due to blocking of bad bots.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

08/13/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 NUTMEG INSURANCE AGENCY INC/PHS 02025657 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext):		FAX (888) 443-6112 (A/C, No):
	E-MAIL ADDRESS:		
INSURED OPENCITIES, INC. 1230 45TH AVE SAN FRANCISCO CA 94122	INSURER A : Sentinel Insurance Company Ltd.		NAIC# 11000
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X	X	02 SBM BA1091	10/15/2019	10/15/2020	EACH OCCURRENCE	\$2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$1,000,000	
	MED EXP (Any one person)						\$10,000	
	PERSONAL & ADV INJURY						\$2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			02 SBM BA1091	10/15/2019	10/15/2020	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			02 SBM BA1091	10/15/2019	10/15/2020	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE	\$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	FAILSAFE TECHNOLOGY E OR O			02 SBM BA1091	10/15/2019	10/15/2020	Each Glitch	\$1,000,000
							Aggregate	\$2,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan S. Castaneda

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ADDITIONAL REMARKS SCHEDULE

AGENCY NUTMEG INSURANCE AGENCY INC/PHS		NAMED INSURED OPENCITIES, INC. 1230 45TH AVE SAN FRANCISCO CA 94122	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

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

The City and County of Denver, it's elected and appointed officials, employees and volunteers included as additional insured per the Business Liability Coverage Form SS0008 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SS0008, attached to this policy. Coverage is primary and non-contributory per the Business Liability Coverage Form SS0008, attached to this policy.



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2731113

DATE (MM/DD/YYYY)

8/13/2020

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

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

PRODUCER Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: 888-828-8365</td> </tr> <tr> <td>PHONE (A/C, No. Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : Indemnity Insurance Co. of North America</td> <td style="text-align: right;">NAIC # 43575</td> </tr> <tr> <td colspan="2">INSURER B :</td> </tr> <tr> <td colspan="2">INSURER C :</td> </tr> <tr> <td colspan="2">INSURER D :</td> </tr> <tr> <td colspan="2">INSURER E :</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> </table>	CONTACT NAME: 888-828-8365		PHONE (A/C, No. Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A : Indemnity Insurance Co. of North America	NAIC # 43575	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :																					
INSURED Insperity, Inc. L/C/F OPENCITIES, INC. 19001 Crescent Springs Drive Kingwood, TX 77339																					

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X	C66785634	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

WAIVER OF SUBROGATION IN FAVOR OF City and County of Denver WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

CITY AND COUNTY OF DENVER
 CHIEF INFORMATION OFFICER
 201 WEST COLFAX AVENUE 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

Workers' Compensation and Employers' Liability Policy

Named Insured Insperity, INC. L/C/F OPENCITIES, INC. 19001 Crescent Springs Drive Kingwood, TX 77339	Endorsement Number
	Policy Number Symbol: RWC Number: C66785634
Policy Period 10/1/2019 TO 10/1/2020	Effective Date of Endorsement 10/1/2019
Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. (X) Specific Waiver
Name of person or organization:
City and County of Denver
201 West Colfax Avenue Dept. 301
Denver, CO 80202

() Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
3. Premium:
The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium : INCLUDED



 Authorized Representative

EXHIBIT F, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Agreement to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the body of the Agreement, or any attachments or exhibits incorporated into and made a part of the Agreement, the provisions of these Federal Provisions shall control.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

- 2.1.1. "Award" means an award of Federal financial assistance, and the Agreement setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

- 2.1.1.1. Awards may be in the form of:

- 2.1.1.1.1. Funding provided to the City and County of Denver, Colorado in accordance with Sections 601(b) and (d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act of 2020, Public Law No. 116-136, Division A, Title V (March 27, 2020) ("CARES Act");

- 2.1.1.1.2. Grants;

- 2.1.1.1.3. Contracts;

- 2.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

- 2.1.1.1.5. Loans;

- 2.1.1.1.6. Loan Guarantees;

- 2.1.1.1.7. Subsidies;

- 2.1.1.1.8. Insurance;

- 2.1.1.1.9. Food commodities;

- 2.1.1.1.10. Direct appropriations;

- 2.1.1.1.11. Assessed and voluntary contributions; and

- 2.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

- 2.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

- 2.1.1.2. Award *does not* include:

- 2.1.1.2.1. Technical assistance, which provides services in lieu of money;

- 2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

- 2.1.1.2.3. Any award classified for security purposes; or
- 2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.2. “Agreement” means the Agreement to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.3. “Contractor” means the party or parties to a Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
- 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
- 2.1.5.2. A foreign public entity;
- 2.1.5.3. A domestic or foreign non-profit organization;
- 2.1.5.4. A domestic or foreign for-profit organization; and
- 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or City and County of Denver, Colorado agency.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Prime Recipient” means the City and County of Denver, Colorado, or an agency thereof, that receives an Award.
- 2.1.13. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- 2.1.14. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 2.1.17.1. Salary and bonus;
 - 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE.

- 3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The City and County of Denver, Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

- 4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

5. TOTAL COMPENSATION.

- 5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 5.1.2. In the preceding fiscal year, Contractor received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Agreement and shall become part of Contractor's obligations under this Agreement.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.
 - 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
 - 8.1.1.1. Subrecipient DUNS Number;
 - 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient Parent DUNS Number;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
 - 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:
 - 8.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

- 9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the City and County of Denver, Colorado, and the Government Accountability Office.
- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

12. CONTRACT PROVISIONS FOR SUBRECEPIENT CONTRACTS

12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.

12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.1.1. During the performance of this Agreement, the Contractor agrees as follows:

12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

12.1.1.1.3. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining contract or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Contractor's books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.”
- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 12.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of “funding Contract” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.

- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, the City and County of Denver as Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the City and County of Denver at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Agreement and the City and County of Denver, Colorado may terminate the Agreement upon thirty (30) days prior written notice if the default remains uncured five (5) calendar days following the termination of the thirty (30) day notice period. This remedy will be in addition to any other remedy available to the City and County of Denver, Colorado under the Agreement, at law or in equity.

END OF DOCUMENT.