

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 MapLight, a California entity, registered to do business in Colorado, whose address is 2223 SHATTUCK AVE BERKELEY, California, 94704 (“Contractor”), individually a “Party” and jointly “the Parties.”

RECITALS

WHEREAS, the City is desirous of engaging a hosted third-party solution provider to aid the City in providing a campaign finance information system 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 - Statement of Work 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 SOC 2 type 1 or other mutually agreed upon audit of Contractor's security policies, procedures and controls;
 - 4.6.2. A quarterly external and internal vulnerability scan of Contractor's systems and facilities, to include public facing websites, that are used in any way to deliver Services under this Agreement. The report must include the vulnerability, age and remediation plan for all issues identified as critical or high;
 - 4.6.3. A formal penetration test, performed by a process and qualified personnel of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement.
- 4.7. Contractor will provide the City the reports or other documentation resulting from the above audits, certifications, scans and tests within seven (7) business days of Contractor's receipt of such results.
- 4.8. Based on the results and recommendations of the above audits, certifications, scans and tests, Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify

its security measures to meet its obligations under this Agreement and provide the City with written evidence of remediation.

- 4.9. The City may require, at its expense, that Contractor perform additional audits and tests, the results of which will be provided to the City within seven (7) business days of Contractor's receipt of such results.
- 4.10. Contractor shall protect data against deterioration or degradation of data quality and authenticity, including, but not limited to annual Third Party data integrity audits. Contractor will provide the City the results of the above audits.

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

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

6. DATA INCIDENT RESPONSE

- 6.1. Contractor shall maintain documented policies and procedures for Data Incident and breach reporting, notification, and mitigation. If Contractor becomes aware of any Data Incident, it shall notify the City immediately and cooperate with the City regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the City. If there is a Data Incident impacting residents of Colorado or any other jurisdiction, Contractor shall cooperate with the City to satisfy notification requirements as currently defined in either federal, state, or local law. Unless Contractor can establish that neither Contractor nor any of its agents, employees, assigns or Subcontractors are the cause or source of the Data Incident, Contractor

shall be responsible for the cost of notifying each person who may have been impacted by the Data Incident as required by law. After a Data Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Data Incident in the future as directed by the City, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the City at no additional cost to the City.

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

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

7. DATA RETENTION AND DISPOSAL

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

8. DATA TRANSFER UPON TERMINATION OR EXPIRATION

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

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

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

9. **SERVICE LEVEL AGREEMENTS; INTERRUPTIONS IN SERVICE; SUSPENSION AND TERMINATION OF SERVICE; CHANGES TO SERVICE.** See Exhibit A-Statement of Work.

10. COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES.

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

10.2 **ADA Website Compliance:**

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

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

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

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

11. 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 provide the Services listed on **Exhibit A** and perform the technology related services described on attached **Exhibit A** (the "Statement of Work" or "SOW"). The Services, when fully accepted, shall conform to the functionality matrix set out as Exhibit D, from the RFP Response. The Parties acknowledge that Contractor and the City may work to further define the SOW, in which case that work product ("Follow-Up SOW") will become a part of this Agreement by incorporation. If the Follow-Up SOW materially alters the attached SOW the Parties agree to amend this Agreement in writing.
- 14.2. As the Manager directs, Contractor shall diligently undertake, perform, and complete all of the technology related services and produce all the deliverables set forth on **Exhibit A-Statement of Work** 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 as set out in the SOW.

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 December 15, 2020 through December 15, 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 **Exhibits A-Payment Milestones and B** (the "Fee"). The Fee shall be paid pursuant to the City's Prompt Payment Ordinance and in accordance with any payment milestones in the **Exhibits A and 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 SEVEN HUNDRED AND TWENTY THOUSAND DOLLARS (\$720,000.00) (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 C, 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, except for product acceptance testing in which case the SOW will control.
- 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 contains hourly or daily rates (Exhibit B) 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.

ATTACHED EXHIBITS

EXHIBIT A – SERVICE STATEMENT OF WORK and

EXHIBIT B – SUMMARY BREAKDOWN-PRICING DETAIL-RATE CARD

EXHIBIT C - FUNCTIONALITY MATRIX

EXHIBIT D - CERTIFICATE OF INSURANCE

Contract Control Number: TECHS-202056465-00
Contractor Name: MAPLIGHT

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-202056465-00
MAPLIGHT

By: DocuSigned by:
Daniel G. Newman
2971AC2109814DA...

Name: Daniel G. Newman
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

Statement of Work

October 8, 2020

Project Summary

MapLight, the vendor, will deliver to the City and County of Denver (CCD) a campaign finance information system that meets all requirements set forth in this agreement. The system will be provided as a SaaS (software as a service) solution, hosted by MapLight. MapLight will also provide ongoing support for the system as described in this statement of work.

Project Contacts

The single owner for MapLight and CCD of the SOW terms is:

City and County of Denver Contact:

Name, Title	Daniel J. Volkosh, C&R Administrator III
Address	200 W 14th Ave, Denver, CO 80204
E-Mail	Daniel.Volkosh@denvergov.org
Phone	(720) 913-4866

MapLight Contact:

Name, Title	Daniel Newman, President & Co-Founder
Address	2223 Shattuck Ave., Berkeley, CA 94704
E-Mail	dan@maplight.org
Phone	(510) 868-0894

1. Vendor Project Leads

The vendor team members listed below represent the lead roles on this project for MapLight. Other MapLight project team members will participate in the project as well.

Employee Name	Project Role and Responsibilities	Experience/ Certifications/ Qualifications
Daniel Newman President	Dan is ultimately responsible for a successful project. He will monitor project performance and ensure the project team has the resources necessary to operate efficiently and effectively.	Dan co-founded MapLight and has led the organization for the last 15 years. Prior to co-founding MapLight, Dan founded Say I Can, a speech recognition software firm, and is the author of three books on speech recognition software. Dan was named one of Fast Company's 100 Most Creative People in Business in 2010. He received an M.A. degree in Psychology from the University of California at Berkeley, where he attended on a National Science Foundation Fellowship, and a B.A. degree in Biomedical Ethics from Brown University. He was also a 2011- 2013 Network

Exhibit A

		Fellow at the Edmond J. Safra Center for Ethics at Harvard University.
Leon Smith II Director of Engineering and Project Manager	<p>As the Project Manager, Leon will be the key interface between the CCD project team and MapLight. His responsibilities include developing an understanding of needed system modifications from the design sessions, issue reports, and change orders, translating those modifications into functional designs and technical specifications, developing project plans, performing project management to ensure that all deliverables are provided as stated in the Final Project Plan, and providing support during user acceptance testing.</p> <p>Leon will also serve as technical lead for the project and will also manage and oversee MapLight's subcontractor, Augusta HiTech.</p>	<p>Leon oversees the development, implementation, configuration, and performance of MapLight's databases, web applications, and IT operations. He has more than ten years of experience in architecting and building enterprise-level software solutions in the for-profit, non-profit, and public sectors. Leon also led software projects at NASA Jet Propulsion Laboratory that integrated with mission-critical systems. Leon received a B.S. in Social Science from California State Polytechnic University, San Luis Obispo and an M.S. in Computer Science from California State University, Fullerton, where he later served as Adjunct Professor and currently serves on their Computer Science Board, helping to match the university curriculum with industry trends. Leon received an MBA from the University of California, Los Angeles.</p> <p>At MapLight, Leon has led software development for many projects including campaign finance software for the California Secretary of State.</p>
Laura Curlin Data Director	<p>Laura will design and coordinate the data conversion for this project. She will also serve as MapLight's in-house expert on CCD campaign finance laws and regulations, working with Leon on the functional product designs to ensure that the city's needs are met. Laura also coordinates the quality assurance process with Leon.</p>	<p>Laura leads MapLight's data projects, overseeing the integrity and accuracy of the organization's databases and managing the collection of new data. Laura has over seven years of experience analyzing campaign contributions and lobbying data from diverse federal, state, and local data sources. Her previous experience includes serving as Treasurer for a local ballot measure committee, gaining personal experience as a filer. She also worked on the Transparency in Political Spending Act as a member of Rhode Islanders for Fair Elections. Laura received a B.A. from Brown University with concentrations in Political Science and Middle East Studies.</p> <p>At MapLight, Laura designed and implemented a migration of campaign finance and lobbying data from existing databases to a new system as a database consultant for the California Secretary of State. Laura has also led data integrations for many MapLight software projects including campaign finance tools for</p>

Exhibit A

		the California Secretary of State. She has also trained journalists and students on the use of California Secretary of State tools built by MapLight.
Don Shannon Project Management Consultant	Don will assist in the preparation and maintenance of key project management documents including the work breakdown structure and the project schedule. Don will also be responsible for issue resolution, risk management, project control (schedule and budget), and status reporting.	Don operates a Veteran Owned Small Business (http://www.contract-coach.com) that specializes in contract and project management assistance. He has over 25 years of project management and contract management experience and holds a PMP credential as well as Certified Professional Contract Manager and certified Federal Contract Manager credentials. He received a BA in Business Administration from St. Leo's College and a MS from the Air Force Institute of Technology.

2. Roles and Responsibilities for City and County of Denver Project Team

CCD Role	Responsibilities	Estimated Hours
Project Manager	<ol style="list-style-type: none"> 1. Focal point for all communications concerning technical requirements (details), schedule, or other programmatic matters 2. Collaborates with MapLight Project Manager to facilitate execution of the project plan 3. Manages project scope and change management with CCD team to ensure internal policies are followed/enforced 4. Liaisons with CCD project team and coordinates support by CCD team members or Subject Matter Experts with respect to fulfilling contractor requests for information, access to facilities or workspace, and review of contract deliverable products 5. Enforces Project Quality Assurance and is final approval authority for acceptance (sign off) of contractually deliverable items 6. Hosts or participates in periodic reviews of project status 	260
Business Process Owner/Project Sponsor	<ol style="list-style-type: none"> 1. Provides input/feedback concerning proposed system design/implementation 2. Identifies and coordinates CCD administrative actions and approvals including funding or higher-level approvals 3. Participates in Agile ceremonies and project reviews when required 	48
Subject Matter Experts	<ol style="list-style-type: none"> 1. Provide expert technical or regulatory input to project 2. Review and evaluate contractual submittals at the direction of the Project Manager 3. Provide existing data or artifacts 4. Primary participant in Agile ceremonies and project reviews 	912

Exhibit A

System Administrator	<ol style="list-style-type: none"> 1. Subject Matter Expert concerning existing IT system or assets. This role will involve multiple CCD Technology Services resources. 2. Cybersecurity SME and point of contact 3. Participates in system installation, configuration, and testing to ensure all technical requirements are met 	320
System Users	<ol style="list-style-type: none"> 1. Participate in User Acceptance Testing (UAT) 2. Provide feedback as requested concerning product functions or features including suggestions for improvement 	120

3. Engagement Methodology

Engagement methodology overview

MapLight will work collaboratively with the CCD team to plan and implement the solution in these project phases:

- **Project Initiation (Kick-off):** Discuss roles and responsibilities, confirm regular communications schedule.
- **Design:** Review and confirm specific details of all requirements and desired system behavior.
- **Configuration and Software Development:** Every two weeks for a four-month period, MapLight presents completed requirements to CCD for review and feedback.
- **User Acceptance Testing:** CCD reviews completed system to verify all requirements are met, supported by MapLight.
- **Training:** MapLight provides training to CCD team.
- **Go Live:** MapLight supports CCD team in rolling out system to all stakeholders.
- **Ongoing Support:** MapLight provides all stakeholders with technical and product support.

Project communications

Throughout the project, MapLight will convene regular project management reviews with the CCD team where we will report on progress made to date, schedule updates, deliveries made, upcoming events and deliveries, and the status of issues and action items. We suggest a meeting frequency of once every two (2) weeks, which can be modified if desired.

Remote meetings

All meetings for this project will be conducted remotely via videoconference or phone.

Details of engagement methodology: Project Initiation (Kick-off)

MapLight will schedule and conduct a project initiation (kick-off) meeting by videoconference. The meeting will be accomplished within ten (10) days following contract initiation. Attendees will include the MapLight Project Manager and other key contractor and subcontractor personnel. A list of attendees will be coordinated with CCD ahead of the meeting to ensure proper representation. MapLight will provide CCD with a finalized meeting agenda and list of attendees not later than five (5) working days prior to the meeting date. All days listed in this document refer to business days, unless otherwise noted.

The Project Initiation Meeting is envisioned as a half-day event and will achieve the following objectives:

1. Introduce the MapLight and CCD teams to each other with the goal of identifying roles and responsibilities. This introduction will be facilitated by a review of the two organizations' structures and the presentation

Exhibit A

and refinement of a Responsible, Accountable, Consulted, Informed (RACI) matrix which will establish communication and decision-making authorities across the program.

2. Review of the proposed work plan with an emphasis on the following topics:
 - a. Project phases including design sessions, configuration, testing, and deployment.
 - b. Roles and responsibilities of team members for specific tasks and objectives.
 - c. The proposed schedule (down to the task level) for each project phase.
 - d. A discussion of each project deliverable item.
3. Discussion of project scope control and measures that will be taken to ensure changes and change orders are properly introduced and processed through a formal change management system.
4. Confirm meeting frequency and scheduling as well as processes for project status tracking and reporting.

MapLight will provide CCD with a written record of the Project Initiation Meeting within five (5) working days following the meeting. The record will document all decisions, agreements, and understandings or contingencies arising from the meeting. If the meeting record indicates a departure or revision from the proposed or contractual requirements, those changes will not be effective until approved in writing (or by an appropriate contract modification if needed) by CCD.

Portion of half-day meeting	Who Attends	Topics Addressed
Part 1 (2 hours)	CCD key stakeholders, managers, domain specialists, and technical specialists MapLight team	<ul style="list-style-type: none"> ● Conduct of system design/modification sessions, including collaborative design process that will be used ● High-level project goals ● Establish which CCD staff will attend subsequent topic-specific design sessions on topic areas such as lobbyist tracking, finance, correspondence, public display, technical architecture, etc. ● Overview of design process, including examples of wireframes and user stories ● Confirming project update meeting process and frequency
Part 2 (2 hours)	CCD technical and domain specialists MapLight team	<ul style="list-style-type: none"> ● System architecture ● High-level overview of functionality and how components fit together, and plans for system implementation, data conversion, maintenance of system security, and user training—MapLight will present draft plans for review

Table 1. Project Initiation Meeting Agenda

Design

Over a four-week period of regular meetings by videoconference, MapLight and CCD will confirm the details of design and operation of all system requirements. MapLight will present user stories, wireframes, technical specifications, and other materials for review and feedback by the CCD team. MapLight will iterate on these materials based on CCD feedback until all design and operation details of all requirements meet CCD approval.

Exhibit A

For each design meeting, the attendees will be CCD domain specialists who are knowledgeable about each particular component area (campaign finance, administration, payments, etc.) and the MapLight team. Which specialists will attend each portion of time will be determined as part of the discussion during the Project Initiation Meeting.

The design meetings will cover these areas for each requirement:

- Requirement purposes and business goals;
- Review user stories from requirements;
- Review draft wireframes for component; and
- Review data needs for component, such as fields to be captured, meaning of data fields, and other data requirements.

During the design phase, CCD team members from all roles listed above (except System Users, Project Managers, Project Sponsors) should be prepared to devote at least thirty (30) hours per week to this project.

Throughout the project Azure DevOps (formerly named Microsoft Team Foundation Server) will be used to track tests and test results, defects, and enhancements. CCD will have access to this system and MapLight will provide a walk-through of the system during the Design phase.

Configuration and Software Development

After the completion of the design phase, MapLight will configure the software system to meet the CCD-approved designs and technical specifications. MapLight's configuration will take place in "sprints" lasting two weeks each, over five months in total. At the completion of each sprint every two weeks, MapLight will present multiple completed user stories for review and feedback by the CCD team.

During the configuration & software development phase Subject Matter Experts will engage with the results of each 2-week configuration sprint. At the conclusion of each sprint, MapLight's project manager will demonstrate the results of that sprint. Then CCD team members will test and evaluate the sprint results.

Sprint Testing Procedures

MapLight will utilize two distinct test types for the project as it moves through the sprint process: test to fail and test to pass. These are light testing procedures that allow for a conditional pass if major issues are not identified in the particular phase of development and user stories and only minor issues are identified that may be easily rectified. Minor issues may include, but are not limited to, the following:

- Text errors;
- Improper error handling; and
- User interface (UI) errors.

The type of testing implemented during these sprint testing procedures shall be dependent upon what types of features are being developed within that specific sprint cycle.

Acceptance Period for Sprint Development

Within two business days from the demonstration, the CCD team will provide "approval" of the sprint results, and/or comments and feedback on the sprint results.

The specific CCD team members engaging with the results of each sprint will be established during the design phase and scheduled in advance. These team members should arrange to spend at least twelve (12) hours on this project over the two days concluding each sprint. In addition, questions will be asked of CCD members as sprints are in progress.

Approval

If CCD approves the sprint development, then CCD shall give MapLight written notice to such effect without undue delay.

Exhibit A

“Approval” by CCD at this stage indicates that the items delivered from each sprint are “substantially complete,” not “perfect.” Such approval of the results of each sprint will trigger a payment milestone. An approval form for each milestone will be provided by MapLight and signed electronically by CCD. MapLight will capture all CCD concerns and issues and resolve them by the conclusion of User Acceptance Testing.

Rejection

If CCD refuses to approve the sprint development, such rejection shall be explained in writing. If MapLight wishes to argue the rejection is unjustified, written notice shall be given to such effect, which notice shall be given with ten (10) business days. If CCD still refuses to approve the sprint development, the dispute shall be resolved pursuant to Escalation Procedures. If MapLight does not dispute the rejection, then MapLight shall have ten (10) business days to send CCD a timetable for repairing the errors associated with the Software. MapLight shall give written notice to CCD when the repairs have been completed, and CCD shall promptly notify of its acceptance of completed milestones.

Data Conversion

Starting in the design phase, MapLight will begin planning and discovery for data conversion. We will review the existing data and identify how that data interacts with the software sprints. MapLight and CCD Subject Matter Experts will discuss what legacy data needs to be migrated as-is and what data should be cleaned for the new system. The design sessions will also include discussion of how the final data migration will intersect with go live to best support the system users. All of this information will be incorporated into a data conversion plan at the end of the design sessions.

During configuration and software development, MapLight will develop data conversion processes to migrate the existing campaign finance data to the new system, including data cleansing, data deduplication, mapping, and transformation processes. Data validation scripts will also be developed, used to check that data conversion and migration was successful.

Data conversion will be coordinated with the software sprint schedule so that, when applicable, new features are tested with sample data derived from legacy data. Feedback on the test data, visible in the new system, will be provided by CCD Subject Matter Experts as part of the sprint testing described above, but approval of a sprint is not dependent on the draft converted data. MapLight will also provide draft data mapping documents for review and feedback during sprint testing.

At the end of the configuration and software development process, MapLight will submit a data mapping report to CCD for review and approval. This report will describe in text how the legacy data is being converted to the new system, and where each piece of legacy data can be found in the new database. It will also include a data dictionary for the new system. Each piece of the data mapping report will have been previously drafted during the sprints, but the data mapping report will compile all of these materials into a comprehensive document.

A full run of the data conversion scripts will populate the test system for User Acceptance Testing (UAT). UAT test cases will include cases that specifically address the accuracy of the data conversion into the new system. In addition, the data validation scripts will be used to generate a report on the status of the converted data, to demonstrate that all legacy data was converted without error.

After resolution of any issues identified through UAT, the data conversion scripts will be ready for implementation as part of go-live. Data conversion will be closely coordinated with all other aspects of go-live to ensure a smooth transition to the new system. The validation scripts will be run again on the production database to ensure the process was successful.

User Acceptance Testing

During User Acceptance Testing (UAT), CCD tests the completed system and MapLight resolves any issues found.

Exhibit A

During UAT, MapLight will provide participating CCD staff with a full context for their tests such that they have all necessary information for a comprehensive analysis of the system. We will include in this delivery documentation on the tests that MapLight has already performed. We will also include an introduction to the software through a training session for any testers who are first introduced to the application during UAT.

MapLight shall employ a “Test-to-Fail” strategy during the User Acceptance Testing phase. CCD staff users will test the requirements without a set flow thereby introducing other variables into the testing process. This is a more rigorous form of testing that shall employ feature development approval on a “Pass” or “Fail” basis.

CCD shall make available such personnel as necessary for testing and prepare complete acceptance test data for testing the Software.

MapLight will employ a collaborative approach to resolving all issues and concerns raised during UAT. We will consult with CCD staff to identify the severity of each test issue and whether change orders are necessary. Issues that are identified as defects will be fast-tracked for resolution. If there are multiple such issues, prioritization of these fixes will be ordered according to CCD’s preference.

During User Acceptance Testing, approximately four (4) weeks, CCD team members from all roles listed above (except Procurement Agent) should be prepared to devote at least thirty (30) hours per week to this project.

Training

MapLight will provide training to the CCD team, including a written operations manual and recorded video training. We will also provide CCD with a written manual and recorded video training for filers (i.e. candidates and committees) and a video overview of the system’s public interface for the public.

CCD shall make available such personnel as necessary for training. It is expected that all individuals required will be available for the Training Phase of the implementation. This includes, at a minimum, the CCD implementation team responsible for training additional users at CCD site. Any additional training requested of MapLight, including training requested during the support period, will be billable at \$120/hour, unless prior arrangement or extension has been made, and a change order will be provided.

Training will be delivered through the following means and methods: Live training by videoconference for CCD staff; recorded videos of common tasks for CCD staff; recorded videos for filers; recorded video overview for the public.

If public health restrictions allow, and MapLight and CCD mutually agree, MapLight will conduct the training in-person at CCD offices, instead of by videoconference. In this case: 1. Two MapLight team members will provide the training over 2 consecutive business days for 8 hours per day, and 2. CCD will be responsible for providing the training facility.

Go-Live

During Go-Live— the start of stakeholder use of the application —MapLight will support the CCD team in rolling out the system to all stakeholders including filers, journalists, and the public. On the day of go-live, MapLight support will include coverage 7 am – 7 pm Mountain Time.

Exhibit A

4. Project Schedule

The provided schedule has a tentative project start of January 4, 2021 and a tentative Go-Live date of August 23, 2021.

The actual project schedule will begin upon approval by the Denver City Council and subsequent contract execution. MapLight is not expected to develop or provide any deliverables prior to the approval by the Denver City Council and the actual contract execution date. Please see detailed project schedule attached as Appendix A.

Exhibit A

5. Change in Scope

MapLight will collect all suggested changes to the software, sort them into “in scope” and “out of scope” regarding the existing scope of work, and present all suggested changes to CCD in an organized way. For each suggested change, MapLight will provide to CCD upon request, “rough order of magnitude” budget and timeline estimates and/or formal change order proposals.

Here is the formal description of how change orders will be handled:

Change Order Processing

Requests for changes will be documented on the Engineering Change Request form (Figure 2, page 20) including the need for the change, requestor information, and impact(s) to the project if the change is not approved. The completed form will be submitted to the change control board for review and disposition using the Change Request procedure documented in Figure 1 below. The change control board will be made up of designated representatives from both CCD and MapLight.

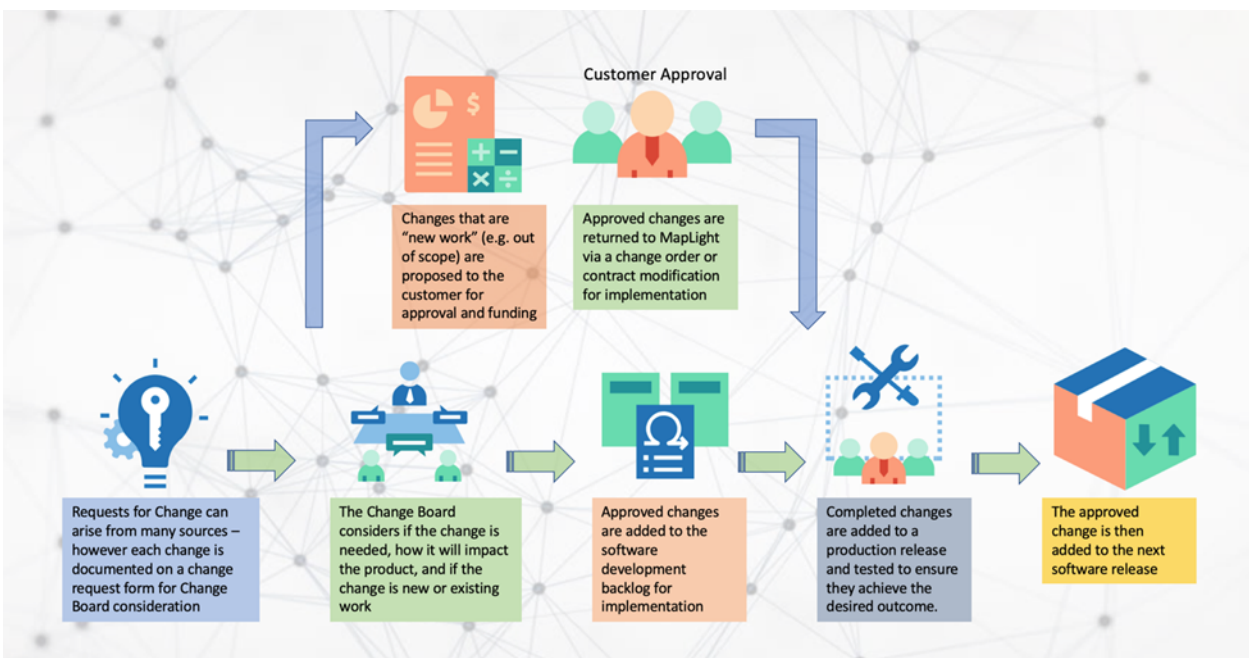


Figure 1. Change Order Processing

Change Order Review

The requested change is submitted to MapLight where the request is reviewed for how it will impact the overall project and the efficacy of including the requested change. For example, will the requested change correct a deficiency in the existing software or will it add new functions or features to the product? MapLight will also evaluate the impact of the requested change on the overall project with an eye toward whether it requires the modification of other sections of the product to work with the requested change, whether it requires changes to the training or software documentation, and whether the requested change is within the authorized work scope.

Scope Determination

Exhibit A

The first step in the process of determining whether the requested change is within the scope of the existing project or if such a change would be construed as “new work” or “additional work” is a review of the existing scope control documents. Such determinations are a management function and are ultimately subject to review and approval by MapLight and CCD senior management.

In making the scope determination, the requested change will be evaluated to identify if the nature and extent of the work are reasonably inferred by the project (and/or contract) documents. If the work is deemed to be required to meet existing project (or contract) requirements then such work will be deemed to be within scope and performed without additional cost to the CCD.

If the work is determined to be outside the authorized scope of work, the requested change along with an estimate of the additional costs will be forwarded to the customer for their review and approval in the form of a change proposal.

Rules for Interpreting Scope Documents

In making such a determination, the project scope documents (including work statements or requirements matrices) will be read and interpreted according to their plain meaning without inference. The scope documents must stand on their own, and ambiguities will be resolved using an objective reading of intrinsic content using generally accepted contract interpretation principles.

If the ambiguity cannot be resolved using the intrinsic meaning of the scope documents then other (extrinsic) evidence may be considered including:

- Pre-award written communications;
- Course of performance (i.e., how the work is being performed is an indicator of understanding);
- Course of dealing (i.e., previous dealings or similar situations); and
- Trade usage (practices of the industry).

Change Proposals

If the requested change constitutes new work or different work from that contained in the scope documents (i.e., is “out of scope”,) then customer approval for the added work must be obtained including (as applicable) adjustments to the project or contract budget and schedule. Since this may require a change to the statement of work, a change proposal shall be created and provided to the CCD or governing body for their written approval. The change proposal will fully address the impacts of the proposed change in terms of cost and schedule and reflect impacts on other project deliverables or products such as training, documentation, hardware, etc.

If the change request is approved it is then processed as an Engineering Change Order using the standard Engineering Change processes.

Exhibit A

ABB Flexible Automation

ENGINEERING CHANGE REQUEST / ORDER (ECR / ECO)

Printed: 7/7/2020 5:11 PM

CHANGE NUMBER:		REQUEST	ORDER	Bug Report:	
CLASSIFICATION: (Indicate Urgency)		HIGH	MEDIUM	LOW	ORIGINATOR:
Product#	Revision Level:	Build #	Originating Department or Organization:		Originator Phone:
Reason for request:				Change Classification	Scope In Out
Description of change:					
Change Analysis:				Enhancement Correct Defect Regulatory or Legal Schedule Variation Other (Describe)	
Software Design/Implementation	Y/N	Training	Y/N		
Schedule Impact	Original Date:	Target Date:	Difference:	(Circle Y or N) gain / delay	
Implementation Plan:				Charge #:	
Impact if change is not implemented:					
Date Effective:					
APPROVAL SIGNATURES					
Software Engr.	<input type="checkbox"/> Required	Date:	Customer Service:	<input type="checkbox"/> Required	Date:
Contract Review:	<input type="checkbox"/> Required	Date:	Configuration Manager:	<input type="checkbox"/> Required	Date:
VPI/General Manager:	<input type="checkbox"/> Required	Date:	Quality Assurance:	<input type="checkbox"/> Required	Date:
Customer Approval:	<input type="checkbox"/> Required	Date:			
<small>NOTE: The Configuration Manager checks boxes for required signatures</small>					
Reason for Rejection					

ECR / ECO #

0

Figure 2. Sample Engineering Change Request Form

Exhibit A

6. Project Success and Acceptance Criteria

Demonstration and Testing

The production software and deliverables will be evaluated by the CCD during a series of three tests:

- Functional Test;
- User Acceptance Test (UAT); and
- System Test.

The specific requirements for each test will be documented in a test plan submitted to and approved by the CCD, thus ensuring mutual agreement as to what constitutes an acceptable final product. The principal source document for the test plans will be the CCD's written specifications and specifically developed test cases that exercise the software and demonstrate that the test product meets the stated requirements.

Successful completion of each test will signify that development is complete. Errors discovered or corrections required during the testing process shall be corrected prior to final acceptance. Such an acceptance is said to be "conditional" in nature and will not be final until all open issues have been resolved and all associated documentation or deliverables have been appropriately updated to incorporate any modifications made.

The following proposed Test Plan criteria will be created with CCD and be utilized to arrive at the acceptable final product at each stage of system development:

1. Test Identifier;
2. Introduction;
3. References;
4. Test Items;
5. Features Not to Be Tested;
6. Testing Approach;
7. Pass/Fail Criteria; and
8. Suspension and Resumption Criteria.

Go-Live and Final Acceptance

Following a successful UAT and the resolution of any test issues, the system will be placed into operational service (i.e., it will "go live"), and MapLight's role will shift from development to supporting the operational system. MapLight will remedy any problems encountered during the initial system operation, subject to regression testing, and provide the remedies as a new system release. If any deficiencies in the system functional requirements, technical operation, system performance, and response times or reliability are identified, MapLight will repair these at no additional cost. MapLight will provide all remedies in a reasonable timeframe.

Problem resolution will follow our standard process using the Jenkins continuous integration and continuous delivery test suite to ensure the revised software does not negatively impact the overall system.

Within two weeks following system "go live," MapLight will meet with CCD and verify that the delivered system is performing to expectations, meets all stated requirements, and all documentation, training, or other deliverable items have been received and accepted. This evaluation will constitute final acceptance and will be documented by

Exhibit A

completing the Project Acceptance Form as provided by MapLight. An electronic signature is sufficient. Final acceptance can be conditional in nature if the correction of open issues is pending. Such issues (e.g., punch list items) must be corrected in a timely manner. Correction of these issues will then automatically promote the acceptance from conditional to final.

Exhibit A



Project Acceptance Form

Client Name:	
Job Site Location:	
Client PO #:	
MapLight Project #:	

- Project Accepted
- Conditionally Accepted (see Open Issues)

If open items have resulted in a “conditional” acceptance the acceptance status will automatically progress from “Conditional” to “Accepted” upon the satisfactory resolution of open issues without the need to accomplish this form.

Description of Work Completed	Date

Warranty: The warranty for the above work begins on _____ and continues through _____ (a warranty period of _____).

Open Items: Items requiring resolution are described as follows:

Open Issues	Date to be Resolved
1.	
2.	
3.	
4.	

MapLight will honor valid warranty claims in accordance with our warranty terms. If you experience any problems with your software or installation, which come within the term of warranty, please refer to that warranty when opening a help desk ticket.

Exhibit A

Following the date indicated by the Client Authorized Agent (see below), any regular service or preventative maintenance work which becomes necessary on the work completed and described in the section marked "WORK COMPLETED" will be accomplished by a separate service level agreement or in its absence will be the customer's responsibility.

By signing below the Client's authorized agent agrees that all work has been performed to their satisfaction and, with the exception of "open items" (if any), the work in its entirety is accepted by them on behalf of _____ (the "Client"). Further they agree that MapLight has satisfactorily completed and thereby may be released from all contractual responsibilities save that any future issues or concerns will be addressed under the terms of the warranty and may invoice any remaining sums (including withholds) due to them for the work performed.

SIGNED BY:

CLIENT AUTHORIZED AGENT

MAPLIGHT REPRESENTATIVE

DATE:

DATE:

Exhibit A

7. Support Services

Support Services Overview

Starting with the system Go-Live, MapLight will begin providing these support services:

- Hosting of the application at service level of 99.9% uptime, excluding scheduled maintenance outages;
- Technical and product support to CCD employees; and
- Software warranty.

Annual Support Fees

The cost of the support services is \$84,000 per year which will be billed annually at the start of each support service year.

Term of Support Services

The term of the support services shall begin on the Go-Live date, tentatively expected to be August 23, 2021, and shall remain in effect for a period of five (5) years from the date of contract execution. Services rendered from the Go-Live date until the first anniversary of the date of contract execution shall be offered at a pro-rated rate based on number of days during that time period, divided by 365 days, and billed at time of system Go-Live.

Here is the included technical support plan:

MapLight will provide CCD employees with access to a support desk and a job ticket system to resolve technical issues. MapLight will provide support using a number of technologies including phone, email, screen sharing, chat, and video conferencing depending on the urgency and complexity of the support issue.

Upon receiving a request, the support desk will provide a callback or email response acknowledging receipt within two (2) hours, during business hours, and issues will typically be resolved within five (5) business days or less.

More urgent (time-critical) support requests may be initiated by phone or job ticket marked "Urgent" by a CCD employee. Such requests will be assigned to a technician within two (2) hours if the request is received during business hours, and staff will be dedicated to this specific issue until it is resolved, with updates provided at least every four (4) hours.

All support desk requests and issues and responses will be documented. The support desk will maintain a log of all support requests including the issue, status, and resolution of each call. MapLight will also maintain an issue database that identifies and tracks all deficiencies in the system identified during the warranty period. Access to the database will be extended to the CCD.

We offer 24/7 support for critical system issues. Critical system issues are defined as system outages, portions of the site unusable with no workarounds, and loss or corruption of stored data.

We offer support during business hours for non-critical issues, with "business hours" defined as 10 a.m.-5 p.m. Mountain Time (MT) on weekdays, excluding Federal holidays.

For responses to critical system issues outside of business hours, issues must be reported by a CCD employee.

Exhibit A

This support plan does not include providing support services to the public, filers, or others besides CCD employees.

Here is the included software warranty:

WARRANTIES, REPRESENTATIONS AND COVENANTS

7.1 Warranty of Performance. MapLight warrants to CCD that the Software, materials, and services to be provided and/or rendered will be of the kind and quality referred to in the MapLight manuals and other documentation provided. CCD's sole recourse in the event the Software does not conform to the applicable documentation is the repair and replacement of the Software. MapLight warrants to the CCD that the Software will perform as described if the Software is properly used in accordance with MapLight's instructions. This warranty is void if the CCD or any other third party changes or modifies the Software. Examples of such changes or modifications include, but are not limited to, data modifications from third party software, the de-compiling and modifying of the source code, and tampering with the base set-up of the system. MapLight represents, warrants, and agrees that it shall perform its obligations required by this Agreement in a professional manner, in accordance with the highest applicable industry practices and standards and in compliance with all applicable laws and regulations; provided, however, that where this Agreement specifies a particular standard or criteria for performance, this warranty shall not diminish that standard or criteria for performance.

7.2 Software Warranty. MapLight represents and warrants that the Software provided under this Agreement shall function substantially in accordance with the Documentation and produce results substantially in accordance with the Documentation. MapLight's obligations for breach of the Software Warranty shall be limited to using its best efforts, at its own expense, to correct or replace that portion of the Software which fails to conform to such warranty.

7.3 Disabling Code Warranty. MapLight represents, warrants, and agrees that the Software does not contain and will not receive from MapLight any virus, worm, trap door, back door, timer, clock, counter, or other limiting routine, instruction or design, 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 the Software or any CCD system or data (a "Disabling Code"). Examples of a Disabling Code shall include, without limitation, any limitations that are triggered by: (a) the Software being used or copied a certain number of times, or after the lapse of a certain period of time; (b) the Software being installed on or moved to a central processing unit or system that has a serial number, model number, or other identification different from the central processing unit or system on which the Software was originally installed; or (c) the occurrence or lapse of any similar triggering factor or event. In the event a Disabling Code is identified, MapLight shall take all steps necessary, at no additional cost to CCD, to: (a) restore and/or reconstruct any and all data lost by CCD as a result of Disabling Code; (b) furnish to CCD a new copy of the Software without the presence of Disabling Codes; and, (c) install and implement the new copy of the Software at no additional cost to CCD.

7.4 Intellectual Property Warranty. MapLight represents, warrants, and agrees that: (a) MapLight has all of the Intellectual Property Rights necessary to license the Software to CCD in accordance with the terms of this Agreement; (b) MapLight is the sole owner of the Software and has secured all necessary licenses, consents, and authorizations with respect to the use of the Software to the full extent contemplated herein, including, but not limited to, all Source Code, text, pictures, audio, video, logos, and copy contained therein; (c) the Software does not and shall not infringe upon any patent, copyright, trademark or other proprietary right or violate any trade secret or other contractual right of any Third Party; and (d) there is currently no actual or threatened suit against MapLight by any Third Party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

7.5 Warranty of Authority. Each party represents and warrants that it has the right to enter into this Agreement. MapLight represents and warrants that it has the unrestricted right to license the Software, and that it has the financial viability to fulfill its obligations under this Agreement. MapLight represents, warrants, and agrees that Software shall be free and clear of all liens, claims, encumbrances, or demands of Third Parties. MapLight represents and warrants that it has no knowledge of any pending or threatened litigation, dispute, or controversy arising from or related to the Software. This warranty shall survive the expiration or termination of this Agreement.

Exhibit A

7.6 Compliance With Laws Warranty. MapLight represents and warrants to CCD that it will comply with all applicable laws, including its tax responsibilities, pertaining to the Agreement and its provision of the Software to CCD.

7.7 No Other Warranties. The express warranties contained above are in lieu of all other representations, warranties, and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, MapLight does not represent or warrant, and the CCD acknowledges, that there are no further representations or warranties: (a) that the functions contained in the Software will operate in the combinations which may be selected for use by the CCD or will meet the CCD's requirements and satisfy its intended results; or (b) that the operation of the Software will be error free or that: (i) any programming errors will be corrected after the Warranty Period, or (ii) any updates of, or modifications to, the Software will be made available to the CCD after the Warranty Period, in each case unless there is an effective Support Agreement in place after the Warranty Period in respect of the period of time during which any such programming errors require correction, or any updates of, or modifications to, the Software, are developed by MapLight and made available to the other licensees of the Software.

8. Other Items

Approved Subcontractor

CCD approves Augusta HiTech as the sole subcontractor to MapLight for the completion of this Project. MapLight is CCD's sole contact for this project. Any issues with the subcontractor (Augusta HiTech) will be resolved by MapLight to the mutual satisfaction of both MapLight and CCD.

Planned Maintenance

MapLight will schedule occasional planned maintenance outages, expected once per quarter for 4 hours each. MapLight will work with CCD to ensure the outages don't coincide with CCD-mandated reporting periods for campaigns or issue committees.

Escalation Procedures

The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW:

1. When a conflict arises between CCD and MapLight, the project team member(s) will first strive to work out the problem internally.
2. Level 1: If the project team cannot resolve the conflict within three (3) working days, the CCD Project Manager and a designated member of the MapLight team will meet to resolve the issue.
3. Level 2: If the conflict is not resolved within three (3) working days after being escalated to Level 1, the CCD Management will meet with MapLight Management to resolve the issue.
4. If the conflict is resolved by either Level 1 or Level 2 intervention the resolution will be addressed in accordance with the change order procedure set forth above.

Exhibit A

Other CCD Responsibilities

Additional CCD contractual responsibilities include, but are not limited to, the following:

1. Ensure that its staff is available to provide such assistance, as MapLight reasonably requires and that MapLight is given reasonable access to CCD senior management, as well as any members of its staff to enable MapLight to provide the Services. CCD will ensure that its staff has the appropriate skills and experience. If any CCD staff fails to perform as required, CCD will make suitable additional or alternative staff available.
2. CCD will be responsible for the review and evaluation of MapLight recommendations as well as all final decisions and implementations relating to, or resulting from, MapLight recommendations contained in the deliverable materials.
3. CCD will provide all information and materials reasonably required to enable MapLight to provide the Services. CCD agrees that all information disclosed or to be disclosed to MapLight is and will be true, accurate, and not misleading in any material respect. MapLight will not be liable for any loss, damage or deficiencies in the services arising from inaccurate, incomplete, or otherwise defective information and materials supplied by CCD.
4. CCD will ensure it has appropriate agreements in place with third parties to enable MapLight to perform the Services under this SOW, where CCD is using or providing MapLight with third party information, support, or materials for a project including, but not limited to, where CCD is employing other suppliers whose work may affect MapLight's ability to provide the Services. Unless specifically agreed to otherwise in writing, CCD will be responsible for the management of the third parties and the quality of their input and work. Except to the extent MapLight specifically agrees otherwise in this SOW, CCD is solely responsible for any third party hardware, software, or communications equipment used in connection with the Services.
5. Unless otherwise expressly stated in this Statement of Work, CCD will be responsible for ensuring its own compliance with all laws and regulations, including, but not limited to, those pertaining to product safety and regulatory compliance for all MapLight, and non-MapLight, products including those recommended by MapLight. It is the CCD's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws, rules, and regulations that may affect the CCD's business and any actions the CCD may need to take to comply with such laws.



October 8, 2020

Performance Milestones

Number	Performance Milestone	Payment Amount
1	Completion of project initiation meeting	\$3,000
2	Completion of four design meetings, including presentation of wireframes and user stories for these meetings	\$13,000
3	Completion of remaining design meetings, including presentation of wireframes and user stories for these meetings	\$13,000
4	Client approval of system design	\$13,000
	<i>NOTE: The remaining milestones may be completed in a different order than listed.</i>	
5	Delivery, for client review and approval, of configured system components addressing the following requirements: 1.1, 1.3, 1.23, 1.24, 1.35, 6.1	\$8,000
6	Delivery, for client review and approval, of configured system components addressing the following requirements: 1.2, 1.4, 1.5, 1.14, 1.25, 1.28	\$8,000
7	Delivery, for client review and approval, of configured system components addressing the following requirements: 1.6, 1.7, 1.8, 1.9, 1.12, 1.16, 1.19	\$8,000
8	Delivery, for client review and approval, of configured system components addressing the following requirements: 1.13, 1.15, 1.17, 1.26, 1.27, 1.30, 2.5	\$8,000
9	Delivery, for client review and approval, of configured system components addressing the following requirements: 1.31, 1.32, 1.33, 1.34, 1.18, 1.29, 10.3	\$8,000
10	Delivery, for client review and approval, of configured system components addressing the following requirements: 1.20, 1.21, 1.22, 1.36, 8.1	\$18,600
11	Delivery, for client review and approval, of configured system components addressing the following requirements: 1.10, 5.1, 5.2, 1.37, 6.2, 6.3	\$8,000

12	Delivery, for client review and approval, of configured system components addressing the following requirements: 1.11, 2.1, 2.2, 2.3, 2.4, 9.1, 9.2	\$8,000
13	Delivery, for client review and approval, of configured system components addressing the following requirements: 3.1, 3.2, 3.3, 3.4, 3.5	\$8,000
14	Delivery, for client review and approval, of configured system components addressing the following requirements: 4.2, 4.3, 11.1	\$8,000
15	Delivery, for client review and approval, of configured system components addressing the following requirements: 7.1, 4.1	\$8,000
16	Delivery, for client review and approval, of configured system components addressing the following requirements: 13.1, 11.2	\$8,000
17	Delivery, for client review and approval, of configured system components addressing the following requirement: 1.38	\$8,000
18	Delivery, for client review and approval, of configured system components addressing the following requirement: 1.39	\$8,000
19	Delivery of data mapping documentation for client review and approval (for conversion of legacy data)	\$4,000
20	Delivery and approval of converted legacy data for use in User Acceptance Testing	\$5,000
21	Delivery and approval of plan for User Acceptance Testing	\$8,000
22	Resolution of all User Acceptance Test issues	\$15,000
23	Delivery and approval of draft training materials, requirement 12.1	\$4,000
24	Completion of training for CCD staff	\$4,000
25	System Go-Live	\$8,000
26	Delivery and approval of first SOC 2 or other mutually agreed-upon audit in accordance with contract term 4.6.	\$70,000

Optional or contingent payment milestones

Item	Cost	Notes
Contingency for implementation work, for emergent OCR requirements not covered by contracted project requirements and scope; items determined to be “new work” or “additional work” as defined in SOW Section 5 - Change in Scope.	\$28,200	Assumes 10% of implementation cost (\$282,000) - ~180 hours @ \$156.25/hour (average hourly rate from MapLight rate card)
In-person training travel cost, to be paid if in-person training option is elected, as described in SOW Section 3 – Engagement Methodology.	\$4,280	Billable upon completion of in-person training.
One-Time fee for Open Source licensing option. If this option is elected, MapLight will release the software using an open-source license of MapLight’s choice, within 60 days after system go-live. If CCD chooses to elect this option they must do so within 90 days after contract execution.	\$10,000	Declined by OCR; but wish to reserve option to adopt later. If elected, this item is billable upon open-source release by MapLight for client review and approval.

Exhibit B - Summary Breakdown

Sum of Cost	Column Labels			
Row Labels	O	V	A	Grand Total
Implementation	\$ 82,000	\$ 28,200		\$ 110,200
Consulting Services	\$ 122,600			\$ 122,600
Training	\$ 8,000	\$ 4,280		\$ 12,280
Support / Maintenance		\$ 9,200	\$ 374,000	\$ 383,200
Other (SOC 2 / equiv.)	\$ 70,000			\$ 70,000
Licensing Option		\$ 10,000		\$ 10,000
Grand Total	\$ 282,600	\$ 51,680	\$ 374,000	\$ 708,280

Year 1	\$ 372,280	A - Annual recurring
Year 2	\$ 84,000	O - One-time
Year 3	\$ 84,000	V - Variable (billed as used)
Year 4	\$ 84,000	
Year 5	\$ 84,000	
Max Contract Value	\$ 708,280	

Year 1	\$ 320,600
Year 2	\$ 84,000
Year 3	\$ 84,000
Year 4	\$ 84,000
Year 5	\$ 84,000
Min Contract Value	\$ 656,600

Exhibit B - Pricing Detail

Nr.	Category	Item	Cost	Class	Remarks
1	Implementation	Completion of project initiation meeting	\$ 3,000	O	
2	Implementation	Completion of four design meetings, including presentation of wireframes and user stories for these meetings	\$ 13,000	O	
3	Implementation	Completion of remaining design meetings, including presentation of wireframes and user stories for these meetings	\$ 13,000	O	
4	Implementation	Client approval of system design	\$ 13,000	O	
5	Consulting Services	Delivery, for client review and approval, of configured system components addressing the following requirements: 1.1, 1.3, 1.23, 1.24, 1.35, 6.1	\$ 8,000	O	One-time costs for options accepted by OCR - Spanish (\$12,000) as additional language, and Public API for Public Data (\$10,000) have been folded in.
6	Consulting Services	Delivery, for client review and approval, of configured system components addressing the following requirements: 1.2, 1.4, 1.5, 1.14, 1.25, 1.28	\$ 8,000	O	"
7	Consulting Services	Delivery, for client review and approval, of configured system components addressing the following requirements: 1.6, 1.7, 1.8, 1.9, 1.12, 1.16, 1.19	\$ 8,000	O	"
8	Consulting Services	Delivery, for client review and approval, of configured system components addressing the following requirements: 1.13, 1.15, 1.17, 1.26, 1.27, 1.30, 2.5	\$ 8,000	O	"
9	Consulting Services	Delivery, for client review and approval, of configured system components addressing the following requirements: 1.31, 1.32, 1.33, 1.34, 1.18, 1.29, 10.3	\$ 8,000	O	"
10	Consulting Services	Delivery, for client review and approval, of configured system components addressing the following requirements: 1.20, 1.21, 1.22, 1.36, 8.1	\$ 18,600	O	Includes \$10,600 to develop and test separate authentication path for Administrative users (CCD internal) who will be federated via Azure AD Connector (SAML 2.0). Related to but distinct from Requirement 8.1
11	Consulting Services	Delivery, for client review and approval, of configured system components addressing the following requirements: 1.10, 5.1, 5.2, 1.37, 6.2, 6.3	\$ 8,000	O	"
12	Consulting Services	Delivery, for client review and approval, of configured system components addressing the following requirements: 1.11, 2.1, 2.2, 2.3, 2.4, 9.1, 9.2	\$ 8,000	O	"
13	Consulting Services	Delivery, for client review and approval, of configured system components addressing the following requirements: 3.1, 3.2, 3.3, 3.4, 3.5	\$ 8,000	O	"
14	Consulting Services	Delivery, for client review and approval, of configured system components addressing the following requirements: 4.2, 4.3, 11.1	\$ 8,000	O	"
15	Consulting Services	Delivery, for client review and approval, of configured system components addressing the following requirements: 7.1, 4.1	\$ 8,000	O	"
16	Consulting Services	Delivery, for client review and approval, of configured system components addressing the following requirements: 13.1, 11.2	\$ 8,000	O	"
17	Consulting Services	Delivery, for client review and approval, of configured system components addressing the following requirement: 1.38	\$ 8,000	O	"
18	Consulting Services	Delivery, for client review and approval, of configured system components addressing the following requirement: 1.39	\$ 8,000	O	"
19	Implementation	Delivery of data mapping documentation for client review and approval (for conversion of legacy data)	\$ 4,000	O	

20	Implementation	Delivery and approval of converted legacy data for use in User Acceptance Testing	\$ 5,000	O	
21	Implementation	Delivery and approval of plan for User Acceptance Testing	\$ 8,000	O	
22	Implementation	Resolution of all User Acceptance Test issues	\$ 15,000	O	
23	Training	Delivery and approval of draft training materials, requirement 12.1	\$ 4,000	O	
24	Training	Completion of training for CCD staff	\$ 4,000	O	
25	Implementation	System Go-Live	\$ 8,000	O	
26	Other (SOC 2 / equiv.)	Delivery and approval of first SOC 2 or other mutually agreed-upon audit in accordance with contract term 4.6.	\$ 70,000	O	Due within one year of contracting
	Implementation	Contingency for implementation work, for emergent OCR requirements not covered by contracted project requirements and scope; items determined to be "new work" or "additional work" as defined in SOW Section 5 - Change in Scope.	\$ 28,200	V	Assumes 10% of implementation cost (\$282,000) - ~180 hours @ \$156.25/hour (average hourly rate from MapLight rate card)
	Training	MapLight travel expenses, for in-person training of OCR staff	\$ 4,280	V	Needed only if travel restrictions permit, at the time training is scheduled, and if it is still mutually agreed to have in-person training in lieu of virtual training.
	Licensing Option	One-Time fee for Open Source licensing option	\$ 10,000	V	Declined by OCR; but wish to reserve option to adopt later, and is allowed to do so within 90 days of contract approval.
	Support / Maintenance	Ongoing training for CCD staff, as needed, at \$120/hour	\$ 9,200	V	Assumes 80 hours over life of contract
	Support / Maintenance	Includes technical and product support to CCD staff, hosting of the application, and software warranty	\$ 38,000	A	Year 1 pro-rated for go-live 6/5 months after contract signature (from contract signature to go-live)
	Support / Maintenance	Includes technical and product support to CCD staff, hosting of the application, and software warranty	\$ 84,000	A	Year 2
	Support / Maintenance	Includes technical and product support to CCD staff, hosting of the application, and software warranty	\$ 84,000	A	Year 3
	Support / Maintenance	Includes technical and product support to CCD staff, hosting of the application, and software warranty	\$ 84,000	A	Year 4
	Support / Maintenance	Includes technical and product support to CCD staff, hosting of the application, and software warranty	\$ 84,000	A	Year 5

Exhibit B - Rate Card

Change Order Agreement	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Staff Classification	Year 1	Year 2	Year 3	Year 4	Year 5
Agile Coach	\$180.00	\$185.40	\$190.04	\$195.74	\$201.02
Back End Web Developer	\$130.00	\$133.90	\$137.25	\$141.36	\$145.18
Business Solutions Analyst	\$150.00	\$154.50	\$158.36	\$163.11	\$167.52
Business Analyst	\$155.00	\$159.65	\$163.64	\$168.55	\$173.10
Delivery Manager	\$160.00	\$164.80	\$168.92	\$173.99	\$178.69
DevOps Engineer	\$140.00	\$144.20	\$147.81	\$152.24	\$156.35
Enterprise Architect	\$160.00	\$164.80	\$168.92	\$173.99	\$178.69
Front End Web Developer	\$140.00	\$144.20	\$147.81	\$152.24	\$156.35
Informatics Data Analyst	\$155.00	\$159.65	\$163.64	\$168.55	\$173.10
Interaction Designer/User Researcher/Usability Tester	\$140.00	\$144.20	\$147.81	\$152.24	\$156.35
Information Security Specialist	\$145.00	\$149.35	\$153.08	\$157.68	\$161.93
Digital Performance Analyst	\$155.00	\$159.65	\$163.64	\$168.55	\$173.10
Project Manager	\$165.00	\$169.95	\$174.20	\$179.42	\$184.27
Product Manager	\$150.00	\$154.50	\$158.36	\$163.11	\$167.52
Programmer	\$125.00	\$128.75	\$131.97	\$135.93	\$139.60
Security Engineer	\$150.00	\$154.50	\$158.36	\$163.11	\$167.52
Senior Project Manager	\$180.00	\$185.40	\$190.04	\$195.74	\$201.02
Senior Enterprise Architect	\$175.00	\$180.25	\$184.76	\$190.30	\$195.44
Senior Programmer	\$145.00	\$149.35	\$153.08	\$157.68	\$161.93
Senior Technical Lead	\$155.00	\$159.65	\$163.64	\$168.55	\$173.10
Technical Architect	\$150.00	\$154.50	\$158.36	\$163.11	\$167.52
Technical Lead	\$150.00	\$154.50	\$158.36	\$163.11	\$167.52
Technical Writer	\$105.00	\$108.15	\$110.85	\$114.18	\$117.26
Visual Designer	\$120.00	\$123.60	\$126.69	\$130.49	\$134.01
Writer/Content Designer/Content Strategist	\$120.00	\$123.60	\$126.69	\$130.49	\$134.01

Exhibit C - RTM

ID	Requirement Type	Requirement Name	Requirement Description	Notes	Prioritization Value	Requirement Compliance	Requirement Compliance Value	Product/Module	Vendor Response Comments
1	Functional	Functional Requirements							
1.1	Functional	External User Access	The system must allow external users (campaign/committee staff) the ability to log in to a portal to file forms and permit the disclosure of each piece of required information located in ordinance and rule. They should have the option for bulk or individual record upload.		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application currently allows external users (campaign/committee staff) the ability to log in to a portal to file forms and permit the disclosure of each piece of required information located in ordinance and rule. Configuration will be added to allow for bulk and individual record uploads. See Appendix A, Figures 1-A, 1-B, and 1-C for screenshots of the solution.
1.2	Functional	Public User Access	The system must allow Public users the ability to access campaign information without logging in to the system. Public users should be able to access this information by searching for campaign information (i.e. by campaign name, contributor name, etc.)		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application currently allows public users the ability to access campaign information without logging in to the system. Public users can access this information by searching for campaign information (e.g. by campaign name, contributor name, etc.) See Appendix A, Figures 2-A and 2-B for screenshots of the solution.
1.3	Functional	Auto-save functionality	The system must have auto-save functionality when users are entering form information. Users will have opportunity to save record in a draft state and continue data entry and submit at a later time. (Save and go)		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application currently allows users to save a record in a draft state. The application currently allows users to resume a saved draft and submit at a later date. Configuration will be needed to allow for the auto-save functionality. See Appendix A, Figure 3 for a screenshot of the solution.
1.4	Functional	Accounting Functionality	The system must have basic accounting functionality. For Example, accounting functionality that can carry balances from one reporting period to the next, and contribution totals (by period).		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application currently has basic accounting functionality with no modification needed, other than accounting configuration needed to meet the accounting needs of the city. Discussions with CCD during design meetings will surface the accounting rules needed to fulfill the requirement. See Appendix A, Figure 4 for a screenshot of the solution.
1.5	Functional	Built-in Logic	The system must allow alerts to internal and external users based on contribution limit thresholds set by the administrative staff. For example, if a donation is over \$50 (which would not qualify for a match) the users will be alerted.		Should Have	With Configuration	3	MapLight Campaign Finance Information System	The application performs this function with no modification needed, other than configuration.
1.6	Functional	Forms Amending	The system must allow users to amend previously submitted reports. Administrative users must have the ability to view all versions of the forms once amended (audit trail/log).		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed. See Appendix A, Figure 5 for a screenshot of the solution.
1.7	Functional	Fine Calculation and Enforcement	The system must allow administrative users to enforce fines for forms submitted past a deadline. The system must calculate fines based on thresholds set up by administrative users.		Should Have	With Configuration	3	MapLight Campaign Finance Information System	The application currently supports the administrative users' ability to set the fines for forms submitted past a deadline. Configuration will be needed to allow the administrative users to set fines based on thresholds. See Appendix A, Figure 6 for a screenshot of the solution.
1.8	Functional	Fund Matching Option	The system must allow for Candidates to opt to participate in the matching fund program with lower donation limits.		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed, other than configuration. See Appendix A, Figure 7 for a screenshot of the solution.
1.9	Functional	Fund Matching	The system must have the ability to incorporate logic into donations so that the City can match small contributions from Denver residents to municipal candidates up to fifty dollars (\$50.00) per donor.		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
1.10	Functional	User Payment	The system must allow both public and external users to make payment through the City's online payment portal. See Interoperability requirement for more information.		Should Have	With Configuration	3	MapLight Campaign Finance Information System	The application performs this function with no modification needed, other than configuration to connect to the payment system.
1.11	Functional	Public User Visibility	The system must allow public users to access or retrieve and download any campaign information stored in the system.		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed. See Appendix A, Figure 8 for a screenshot of the solution.
1.12	Functional	External User Uploads	The system must allow for external users to upload necessary documentation as required by the Clerk and Recorders Office. The user must attest to the report's accuracy before being able to file the report.	For example, users must be able to provide receipts for campaign related expenditures via the system. Users should be able to bulk upload individual	Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
1.13	Functional	Auditing Capability	The system must allow internal users the ability to audit and verify all necessary documentation/reports provided by external users.		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
1.14	Functional	Calendaring Functionality	The system must provide users with deadline dates for filing reports via a public calendar. Administrative users must have the ability to edit the public calendar if deadlines change.	iCal/downloadable calendar	Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed. See Appendix A, Figure 9 for a screenshot of the solution.
1.15	Functional	Deadline Notification	The system must allow for notifications to users of approaching deadlines. The system must allow these notifications through automated emails.		Should Have	With Configuration	3	MapLight Campaign Finance Information System	The application current supports administrative users' ability to set deadlines. Configuration will allow for notifications to be sent through automated email. See Appendix A, Figure 9 for a screenshot of the solution regarding administrative users' ability to set deadlines.
1.16	Functional	User Calendars	The system should provide the ability to support multiple calendars and display these to external users based on their user type. For example: Political/Candidate Committee Calendar (Progressive), Issue Committee Calendar (Monthly), Yearly reporting after campaign is over or withdrawn (Annual)		Must Have	With Configuration	3	MapLight Campaign Finance Information System	The application currently supports the administrative users ability to set filing period dates. Configuration is needed to expose these dates to multiple user types.

ID	Requirement Type	Requirement Name	Requirement Description	Notes	Prioritization Value	Requirement Compliance	Requirement Compliance Value	Product/Module	Vendor Response Comments
1.17	Functional	Donation Tracking	The system must track information related to donations. This will be the contributor's name, contribution amount, type of contributor, purpose of the contribution, etc.	Ideally this would be a web-based form with filtering/sorting capabilities	Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed. See Appendix A, Figure 10 for a screenshot of the solution.
1.18	Functional	Exporting Data	The system must allow users to export contribution and/or expenditure data in various formats (CSV, xcel, etc).		Should Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed. See Appendix A, Figure 8 for a screenshot of the solution.
1.19	Functional	Campaign Closure	The system must allow administrative users to close out inactive campaigns. The campaign should have a "status" that an administrative user can set as "inactive". If a campaign is "inactive" users should be able to run and filter reports based on this data.		Should Have	Future Release	2	MapLight Campaign Finance Information System	The software development needed to fulfill this requirement is similar to work that we have completed successfully for past projects. This feature is scheduled to be released in 120 days.
1.20	Functional	Invoice Creation	The system must be able to produce invoices for fines incurred by users.	Ideally, we'd like to see the payment reflected in system, if not, admin users can receive emailed transaction receipt and manually confirm payment on user account.	Should Have	Future Release	2	MapLight Campaign Finance Information System	The software development needed to fulfill this requirement is similar to work that we have completed successfully for past projects. This feature is scheduled to be released in 120 days.
1.21	Functional	Address Validation	The system must be able to determine address viability (i.e determine if the address entered is in City limits).		Should Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
1.22	Functional	Campaign Account Approval	The system must have the ability for administrative users to approve campaign accounts for each campaign prior to external user access to any campaign or issue.	Workflow for internal users to validate or "approve" users/committees before account creation. External users already go through training before getting ability to upload documents	Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed. See Appendix A, Figure 11 for a screenshot of the solution.
1.23	Functional	External User Approval	Each individual accessing a campaign should have a unique login for access and their name and email address must be submitted by originator of the campaign for approval once they have set up their account.		Should Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
1.24	Functional	Role-based Security Functionality	The system must provide external user roles with appropriate security/privileges so that the "candidate" can designate user roles to each secondary user. The application must have the capability for the administrator to grant permissions or deny permission for external user account access to multiple campaigns.		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
1.25	Functional	Access to multiple campaigns	The system must allow an external user to have access to multiple campaign accounts.	For ex. a treasurer may be a treasurer for multiple committees, so there must be a way for one user to select each committee he or she is about to report for	Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
1.26	Functional	Administrative Document Storage	The system must allow administrative users to have folders for miscellaneous documents related to campaign finance that need to be saved and uploaded for each campaign or committee.	For ex, admin users might ask for additional information (like for an audit) and ask a candidate to provide.	Should Have	Future Release	2	MapLight Campaign Finance Information System	The software development needed to fulfill this requirement is similar to work that we have completed successfully for past projects. This feature is scheduled to be released in 120 days.
1.27	Functional	Form Regeneration	The system must allow any user to re-generate or print forms within the application on an on demand basis.		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
1.28	Functional	User Help	The system must provide a "help" button to take users to an FAQ page along with D.R.M.C. and Rule provisions. The system must also provide a "Contact Us" page (email or chat function).		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
1.29	Functional	Unique Identifier	The system should enforce a unique identifier. If a user attempts to create a committee with the same name as an existing committee, the application should alert the user and prohibit the user from continuing until a new name is used.	For new committees to be created, admin users must be notified and approve the pending committee before it is Active.	Should Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
1.30	Functional	Upload Templates	The vendor will provide downloadable templates for users to upload data according to the format provided by the template. This requirement does not include accepting uploads in other formats.		Must Have	Future Release	2	MapLight Campaign Finance Information System	The software development needed to fulfill this requirement is similar to work that we have completed successfully for past projects. This feature is scheduled to be released in 120 days.
1.31	Functional	Event Contribution tracking	The system must allow campaigns to have the ability to work intuitively within the application to document campaign contributions as received during events.		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
1.32	Functional	Automated Emailing through workflow	The system must email the submitter with a confirmation when a user submits a report. The administrative users must be able to see all new submissions via an internal dashboard (either submissions by day/since last login).		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
1.33	Functional	Contribution Receipt Upload	The system must provide the ability for campaign users to attach/upload a receipt image of a qualifying contribution to an individual record. The user should be able to categorize these receipts.		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed. See Appendix A, Figure 12 for a screenshot of the solution.
1.34	Functional	Mail-in donations	The system must track all donations for campaigns regardless of which channel the donation was received (mailed-in, online payment, etc.)		Should Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.

ID	Requirement Type	Requirement Name	Requirement Description	Notes	Prioritization Value	Requirement Compliance	Requirement Compliance Value	Product/Module	Vendor Response Comments
1.35	Non-Functional	Identity Management	The platform will have 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 via web service.		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
1.36	Non-Functional	Role-Based Security	The platform will have the ability to limit access to data, screens, and critical functions based on user roles.		Should Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
1.37	Non-Functional	Audit Logging	The platform will have the ability to record user activity for security and auditing purposes. These logs must be retained a minimum of 2 years.		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
1.38	Non-Functional	Public API	The system will include a public API for access to public campaign finance data		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
1.39	Non-Functional	Additional Language	The system will allow public users to view the public interface and public help screens in either English or Spanish. This requirement does not include the presentation or translation of the system data in Spanish.		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
2			Functional, Preferred						
2.1	Preferred	Ethics Disclosures	The system must permit external users to disclose ethics, financial, gift, and lobbyist disclosures.		Could Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed. See Appendix A, Figure 13 for a screenshot of the solution.
2.2	Preferred	Internal use of Ethics Disclosures	The system must permit internal users to tie donor information from ethics, financial, gift, and lobbyist disclosures to the donor information located in the campaign finance reports		Could Have	Future Release	2	MapLight Campaign Finance Information System	The software development needed to fulfill this requirement is similar to work that we have completed successfully for past projects. This feature is scheduled to be released in 120 days.
2.3	Preferred	Importing Financial Disclosure Data	The system must permit a current officeholder under DRMC 15-33(c) to import, amend or accept current or past financial disclosure data. The officeholder must be able to accept as current by checking a box and electronically signing that they are resubmitting with no changes or upload a new data to file for the new report and accepting as current		Could Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
2.4	Preferred	Receipt Categorization	The system should provide a categorization method for uploaded receipts. The user should have the capability to choose what the receipt they are uploading was for. (via drop-down, tags, etc some kind of data entry to go with attachment)		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
2.5	Preferred	Form Modification	If the application produces forms, internal users must be able to easily create and modify them to accommodate changes in graphics, changes in leadership, etc. across all forms.		Should Have	Future Release	2	MapLight Campaign Finance Information System	The software development needed to fulfill this requirement is similar to work that we have completed successfully for past projects. This feature is scheduled to be released in 120 days.
3			Business Intelligence and Reporting						
3.1	Reporting	Campaign Reporting	The system must provide a reporting application that will track all required campaign information (like contributions, expenditures, debt, etc.)	For example, the ability to report on expenditures to different bank accounts	Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed. See Appendix A, Figure 14 for a screenshot of the solution.
3.2	Reporting	Public Reporting	The system must allow public users to download reports without signing/logging in to the system.		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed. See Appendix A, Figure 8 for a screenshot of the solution.
3.3	Reporting	Public User Reporting	A public user must be able to run a report by data filtering criteria. The user must have search capabilities by any captured data that is stored (campaign, contributor name, dates, etc)		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed. See Appendix A, Figure 8 for a screenshot of the solution.
3.4	Reporting	Report Filtering	The system must allow administrative users to have a dashboard to see the ability to view report status, new filings, late reports, track repeat late offenders, inactive campaign etc. They should be able to sort and filter this data as well.		Should Have	With Configuration	3	MapLight Campaign Finance Information System	The application currently provides administrative users with a dashboard to view new filings and applications. Configuration will be needed to incorporate the other reports the City requests to add to the application. During our design sessions with the City, the types of reports will be confirmed and configured during the configuration phase of the project.
3.5	Reporting	Fine Reporting	An administrator must be able to create a comprehensive report of committees that are being fined each day for a late report for tracking purposes. These reports should show the administrator how much the office has in outstanding fines at any given time.		Must Have	With Configuration	3	MapLight Campaign Finance Information System	The application currently provides administrative users with a dashboard to view various reports. Configuration will produce the fine tracking report the City is requesting.
4			Performance Efficiency						
4.1	Non-Functional	Number of Total Users	The platform will be able to support up to 150 concurrent web users a day. Please note any limitations that you have on online/mobile usage.		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	Our system architecture and our extensive testing ensure that the system will be able to handle more than 150 concurrent web users.
4.2	Non-Functional	Maintenance Windows	Maintenance windows must be scheduled by the Vendor around the City's reporting deadlines.		Should Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed. Prior to launching the application MapLight will work with city staff to establish a maintenance schedule around the City's reporting deadlines.
4.3	Non-Functional	Availability	The system will have 24/7 availability for users to access the application at any time outside of maintenance windows.		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed. Our system architecture and our extensive testing ensure 24/7 access to the system outside of the maintenance windows.
5			Interoperability						
5.1	Non-Functional	Payment Portal Integration	The system must integrate with the City's future online payment portal (ECS) to accept payments from users. For Example, this could be a link or button to direct the user to a ECS shopping cart for payment.		Should Have	With Configuration	3	MapLight Campaign Finance Information System	The application performs this function with configurations once system details are specified by the City.
5.2	Non-Functional	GIS Integration	The system must be able to integrate with city hosted Address Web Service (SOAP 1.2) to validate city's addresses. This is for campaign donors who could be eligible for matching contributions.		Must Have	With Configuration	3	MapLight Campaign Finance Information System	The application performs this function with configurations: During the design meetings the parameters needed to connect to the hosted Address Web Service will be confirmed and configured into the application.
6			Usability						
6.1	Non-Functional	Web UX/UI Standards	The system will adhere to the City's Web UX/UI standards and guidelines that can be referenced at https://denvergov.org/denverstyleguide/ in order to provide customers with an experience consistent with denvergov.org.		Should Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
6.2	Non-Functional	White Label/Branding	The vendor will be able to white label / brand their platform and provide a seamless integration and user experience with the existing City Website (denvergov.org). The platform will be able to support changes that are consistent with upgrades or changes to the City Website. The interface visible to the customer will be branded according to CCD standards. Vendor may include, at the bottom of each screen of the software, a credit line reading "Campaign finance software by MapLight" in small type, and a small MapLight logo.		Should Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
6.3	Non-Functional	Responsive Design for Mobility	The system will have responsive design for mobility.		Should Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed. See Appendix A, Figures 15-A and 15-B for screen shots of the solution.

ID	Requirement Type	Requirement Name	Requirement Description	Notes	Prioritization Value	Requirement Compliance	Requirement Compliance Value	Product/Module	Vendor Response Comments
7									
Reliability									
7.1	Non-Functional	Availability %	The platform will have 99.9% uptime with no scheduled downtime. Please see the performance section for additional information.		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed. Our system architecture as well as our extensive testing ensure at least at 99.9% uptime of the application.
8									
Security									
8.1	Non-Functional	Access Management	Support federation with internal CCD identities; so that CCD users log in to the Campaign Finance system with their internal credentials using Azure AD Connect. Access to the Campaign Finance System for administrative users will be limited to CCD users with a valid CCD network login. Campaign Finance system role permissions will be managed in the Campaign Finance system. Campaign Finance solution must be SAML 2.0 compliant and able to support Azure AD as an IdP.	Recommend consult Microsoft documentation for Azure AD Connect (https://docs.microsoft.com/en-us/azure/active-directory/hybrid/whatis-azure-ad-connect)	Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The application performs this function with no modification needed.
9									
Maintainability									
9.1	Non-Functional	User-Defined Attributes	All forms must support the ability to add new attributes via configuration that can be used in business rules, screens, and reporting.		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	All forms are currently configurable by the vendor. Additional configuration will be required for non-technical staff to configure the forms.
9.2	Non-Functional	User-Defined Forms and/or Screens	All forms must be easily modified to accommodate changes in graphics, changes in leadership etc. Modifications must be capable of being made by non-technical staff.		Must Have	With Configuration	3	MapLight Campaign Finance Information System	All forms are currently configurable by the vendor. Additional configuration will be required for non-technical staff to configure the forms.
10									
Compliance									
10.3	Non-Functional	American Disabilities Act (ADA)	The purpose of the American Disabilities Act is to make sure that people with disabilities have the same rights and opportunities as everyone else. The ADA gives civil rights protections to individuals with disabilities similar to those provided to individuals on the basis of race, color, sex, national origin, age, and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services, and telecommunications. The ADA is divided into five titles (or sections) that relate to different areas of public life. For more information please see below. https://adata.org/learn-about-ada Demonstration of Compliance: The vendor will comply with WCAG 2.0 level AA guidelines as well as any other requirements as dictated to the City by the Department of Justice.		Must Have	Future Release	2	MapLight Campaign Finance Information System	Our public-facing interfaces adhere to ADA compliance. ADA compliance for the whole system is scheduled to be completed within 90 days.
11									
Data Migration									
11.1	Transition	Data Migration	The vendor will provide capabilities and support as it relates to data migration. The vendor will be expected to migrate 500MB of data from the existing platform into the new platform as part of implementation.		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	MapLight will provide the capabilities and support as it relates to the data migration. Data migration will include an assessment of the existing data, conversion into the new system, and rigorous testing to ensure accuracy. Work on data migration will occur in parallel with software development and configuration and will be completed before User Acceptance Testing.
11.2	Transition	Data Retention	The platform will store all office holder data until 1 year after expiration of term in alignment with the City's data retention policy. The City expects that all data will be retained for the entirety that someone is in office (this could be 20+ years). Please list any data storage limitations that exist, as well as describe any automated data trimming functions that are part of the platform. please provide details of how many years you can cover.		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	The platform has the ability to store office holder data for as long as CCD requests. MapLight utilizes Azure cloud data stores which removes limitations on the time and amount of data that can be stored. An office holder with 20+ years of data is well within the capabilities of our system.
12									
Training									
12.1	Transition	Training	The Vendor will provide training materials for the use and administration of their solution. This must include system administrative user training, train the trainer sessions, end user training materials and ongoing training for upgrades, changes, etc.		Should Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	MapLight will provide the City with training materials for the use and administration of the application.
13									
Documentation									
13.1	Transition	Documentation	The Vendor will provide documentation materials for the use and administration of their solution. This should include complete, well-written, and accurate technical, system, and user documentation.		Must Have	Out-of-the-Box	4	MapLight Campaign Finance Information System	MapLight will provide the City with documentation materials for the solution.

Named Insured: MapLight

Policy: 2020-17813-NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your on-going operations; or
- B. In connection with your premises owned by or rented to you

THE INSURANCE provided under this endorsement is primary & non-contributory to any other valid & collectible insurance carried by the additional insured entity and this insurance will apply separately to each insured against whom a claim is made or a suit is brought.

POLICY NUMBER: 2020-17813-NPO

COMMERCIAL AUTO LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies the insurance provided under the following:

COMMERCIAL AUTOMOBILE LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

All entities named in the attached certificate of insurance

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.



POLICY NUMBER: 2020-17813
NAMED INSURED: MapLight

FORM: NIAC-E26 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization with whom you have a written contract currently in effect or becoming effective during the term of this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



MAPLIGH-01

MRAKOWSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2020

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 Total Resources Ins Agy 39 Public Square Wilkes-Barre, PA 18702	CONTACT NAME: Beth Roper PHONE (A/C, No, Ext): (800) 969-5454 FAX (A/C, No): (570) 825-2990 E-MAIL ADDRESS: grip@guard.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : AmGUARD Insurance Company	
NAIC #	
42390	
INSURED MAPLight 2223 Shattuck Ave Berkeley, CA 94704	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 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 OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	MAWC106938	5/17/2020	5/17/2021	<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)
 Excluded: Board of Directors

CERTIFICATE HOLDER MAPLight 2223 Shattuck Ave Berkeley, CA 94704	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
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