FRAMEWORK AGREEMENT

THIS FRAMEWORK AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **JONES LANG LASALLE AMERICAS, INC.,** a Maryland corporation, whose address is 200 E Randolph Drive, Chicago, IL 60606 (the "Contractor"), individually a "Party" and jointly "the Parties."

RECITALS

WHEREAS, the City awarded this Agreement to the Contractor pursuant to D.R.M.C. Sec. 20-64(a)(3) and the City's Executive Order 8 for the Archibus software for the Division of Environmental Quality to move the end-to-end business process for the Facility Compliance program into a secure and comprehensive software solution, including facility compliance, contractor/vendor communications, and document management (this "Agreement").

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

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all Work under this Agreement with the Department of Public Health & Environment's Executive Director ("Director") or other designated personnel of the Department of Public Health & Environment ("Agency" or "DDPHE").

2. **DEFINITIONS**

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

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

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

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

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

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

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

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

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

2.10. "**Subcontractor**" means any third party engaged by the Contractor to aid in performance of the Work.

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

3. <u>**SOFTWARE AS A SERVICE, SUPPORT, AND SERVICES TO BE PERFORMED**</u>: As the City directs, the Contractor shall diligently undertake, perform, and make available the technology related Work set forth in the Exhibits to the City's satisfaction. The City shall have no liability to compensate the Contractor for Work that is not specifically authorized by this Agreement. The Work shall be provided and performed as stated herein and shall conform to the Specifications. The Contractor is ready, willing, and able to provide the Work required by this Agreement. The Contractor shall faithfully perform any Services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement.

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

5. <u>**COMPENSATION AND PAYMENT**</u>

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

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

   5.3. <u>Invoicing</u>: The Contractor must submit an invoice which shall include the City contract number, clear identification of the Work that has been completed or delivered, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance, §§ 20-107, *et seq*., D.R.M.C, and no Exhibit or order form shall modify the City's statutory payment provisions.

   5.4. <u>Maximum Contract Amount</u>

      5.4.1. Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed Eight Hundred Ninety Thousand Six Hundred Sixty-Four Dollars and No Cents ($890,664.00) (the "Maximum Agreement Amount"). The City is not obligated to execute an Agreement or any amendments for any further Work, including any Services performed by the Contractor beyond that specifically described in the attached

Exhibits. Any Work performed beyond those in the attached Exhibits are performed at the Contractor's risk and without authorization under this Agreement.

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

6. **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.

7. **STATUS OF CONTRACTOR**: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, or employment relationship between the Parties.

8. **TERMINATION**

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

   8.2. Either party has the right to terminate this Agreement without cause upon thirty (90) days prior written notice to the other party. Nothing gives the Contractor the right to perform under this Agreement beyond the effective date of termination. . Notwithstanding anything to the contrary contained in this Agreement, if the City terminates this Agreement without cause, the City shall be under no obligation to make further payment(s) for any remaining subscription years, licensing fees, or support costs as outlined in the attached Exhibits once the then current annual term expires; provide that, the City shall not be entitled to any refund, unless stated otherwise in the Exhibits, for the remainder of the prepaid annual term then in effect at the time of this Agreement's early termination without cause.

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

   8.4. Upon termination of this Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for

compensation for work duly requested and satisfactorily performed as described in this Agreement. Upon The City's request or upon termination, the Contractor shall return to the City all property placed in the Contractor's possession or control pursuant to this Agreement.

8.5. The City is entering into this Agreement to serve the public interest of the City as determined by its governing bodies. If the City fails to appropriate the necessary funding to continue this Agreement, the City, in its reasonable discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated for lack of appropriation shall not be equivalent to a City right to terminate for convenience or without cause. This Subsection shall not apply to a termination of this Agreement by the City for a breach of contract by the Contractor. If the City terminates this Agreement for lack of appropriation, the City will notify Contractor in writing as soon as it becomes aware of the necessity to terminate the Agreement, and the City shall pay the Contractor an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily delivered or completed and accepted, as determined by the City, less payments previously made.

9. **EXAMINATION OF RECORDS AND AUDITS**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

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

11. **INSURANCE**

   11.1. **General Conditions**: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any

warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled 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 unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. . The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

11.2. **Proof of Insurance**: The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement.

11.3. **Additional Insureds**: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor and Subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.

11.4. **Waiver of Subrogation**: For all coverages required under this Agreement, with the exception of Professional Liability and Technology Errors & Omissions – if required, the Contractor's insurer shall waive subrogation rights against the City.

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

11.6. **Workers' Compensation and Employer's Liability Insurance**: The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.

11.7. **Commercial General Liability**: The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each bodily injury and property

damage occurrence, $2,000,000 products and completed operations aggregate (if applicable), and $2,000,000 policy aggregate.

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

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

12. DEFENSE AND INDEMNIFICATION

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

12.2. The Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. the Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

12.3. The Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

12.5. The Contractor shall indemnify, save, and hold harmless the indemnified parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the indemnified parties in relation to any claim that any Work provided by the Contractor under this Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. The Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables

provided by the Contractor with any other product, system, or method, unless the other product, system, or method is (i) provided by the Contractor or the Contractor's subsidiaries or affiliates; (ii) specified by the Contractor to work with the IP Deliverables; (iii) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (iv) is reasonably expected to be used in combination with the IP Deliverables.

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

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

13. **LIMITATION OF THE CONTRACTOR'S LIABILITY**: To the extent permitted by law, the liability of the Contractor, its Subcontractors, and their respective personnel to the City for any claims, liabilities, or damages relating to this Agreement ("Claims") shall be limited to damages, including but not limited to direct losses, consequential, special, indirect, incidental, punitive or exemplary loss, loss or unauthorized disclosure of City Data, not to exceed three (3) times the Maximum Agreement Amount payable by the City under this Agreement. No limitation on the Contractor's liability to the City under this Section shall limit or affect: (i) Claims arising out of bodily injury, including death, or damage to tangible property of the City; or (ii) Claims resulting from the recklessness, bad faith, or intentional misconduct of the Contractor or its Subcontractors. With respect to Claims arising out of the Contractor's indemnification obligations to the City under this Agreement, to the extent permitted by law, the liability of the Contractor, its Subcontractors, and their respective personnel, to the City shall not exceed, in the aggregate, five-million dollars ($5,000,000).

14. **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.

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

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

17. **DATA PROTECTION**: The Contractor recognizes and agrees that: (i) City Data is valuable property of the City; (ii) City Data may include Confidential Information, protected or regulated data, and trade secrets of the City; and (iii) the City has dedicated substantial resources to collecting, managing, protecting, and compiling City Data. The Contractor recognizes and agrees that City Data may contain personally identifiable information or other sensitive information, even if the presence of such information is not labeled or disclosed. If the Contractor receives access to City Data, the Contractor shall comply with all applicable data protection laws, including the Colorado Consumer Protection Act and the Colorado Privacy Act, to the extent applicable At a minimum, the Contractor shall use commercially reasonable efforts implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to for protection of City Data and to ensure compliance with the standards and guidelines applicable to the Contractor's performance under this Agreement.   JLL does not guaranty the privacy, security, integrity, or authenticity of any third-party technology Products, or any information transmitted over or stored in any system connected to or accessible via the Internet. Each Party will, to the extent applicable with respect to personal information as defined under applicable Laws. Notwithstanding anything to the contrary, the City represents and warrants that it will obtain and maintain all consents as required from each City authorized user and data subject, prior to such personal information or other information being disclosed to Contractor (through the use of the Services or otherwise) and the City is expressly authorizing all other activities contemplated in this Agreement (and any relevant data privacy agreement between the Parties) and in the applicable Statement of Work, including, but not limited to the collection, disclosure, and use of all information provided to Contractor by the City.   The Contractor shall also comply with the terms and conditions in the attached **Exhibit C**, Information Technology Provisions. Any Exhibit or external term hereto may not waive or modify the Contractor's legal obligations to protect City Data in compliance with applicable law under this Agreement.

18. **SAFEGUARDING PERSONAL INFORMATION**: "PII" means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual's identity, including, but not limited to, first and last name, residence or other physical address, electronic mail address, telephone number, credit card information, an official government-issued driver's license or identification card number, social security number or tax identification number, date and place of birth, mother's maiden name, or

biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-73-101, C.R.S. "PII" shall also include "personal information" as defined in § 24-73-103(1)(g), C.R.S. If the Contractor or any of its Subcontractors receives PII under this Agreement, the Contractor shall provide for the security of such PII, in a manner and form acceptable to the City, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer and data access security, data storage and transmission encryption, security inspections, and audits. As applicable, the Contractor shall be a "Third-Party Service Provider" as defined in § 24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§ 24-73-101, *et seq.*, C.R.S. In addition, as set forth in § 28-251, D.R.M.C., the Contractor, including, but not limited to, the Contractor's employees, agents, and Subcontractors, shall not collect or disseminate individually identifiable information about the national origin, immigration, or citizenship status of any person, over and above the extent to which the City is required to collect or disseminate such information in accordance with any federal, state, or local law.

19. SECURITY BREACH AND REMEDIATION

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

19.2.   **Remediation**: The Contractor shall implement and maintain a program for managing actual Security Breaches. In the event of a Security Breach, the Contractor shall cooperate with the City and law enforcement agencies, when applicable, to investigate and resolve the Security Breach, including, without limitation, providing reasonable assistance to the City in notifying third parties if required by applicable law. The Contractor shall provide the City prompt access to such records related to a Security Breach as the City may reasonably request; provided such records will be the Contractor's Confidential Information, and the Contractor will not be required to provide the City with records belonging to, or compromising the security of, its other customers. The provisions of this Subsection do not limit the City's other rights or remedies, if any, resulting from a Security Breach. In addition, unless the Security Breach resulted from the City's sole act or omission, the Contractor shall promptly reimburse the City for reasonable costs incurred by the City in any investigation, remediation or litigation resulting from any Security Breach caused by Contractor, including but not limited to providing notification to third parties whose data was compromised and to regulatory bodies, law-enforcement agencies, or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Security Breach in such a fashion that, in the City's sole discretion, could lead to identity theft; and the

payment of reasonable legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Security Breach attributable to the Contractor or its Subcontractors.

20. <u>ACCESSIBILITY AND ADA WEBSITE COMPLIANCE</u>

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

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

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

21. <u>CONFIDENTIAL INFORMATION</u>

21.1. "Confidential Information" means all information or data, regardless of form, not subject to disclosure under the Colorado Open Records Act, §§ 24-72-201, *et seq*., C.R.S. ("CORA"), and is marked or identified at the time of disclosure as being confidential, proprietary, or should be reasonably be understood to be confidential and/or proprietary, regardless of whether it is marked or identified as such. Each of the Parties may disclose (a "Disclosing Party") or permit the other Party (the "Receiving Party") access to the Disclosing Party's Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, Subcontractors, agents and consultants that need to know such information to fulfill the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfill the purposes of this Agreement. This

Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

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

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

21.4.   Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to CORA. In the event of a request to the City for disclosure of possible confidential materials, the City shall advise the Contractor of such request to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under CORA for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, attorneys' fees, or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Section.

22. **ASSIGNMENT; SUBCONTRACTING**: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the City's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and shall be cause for termination of this Agreement by the City. The City has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting. The City, at their reasonable discretion, may approve of the assignment or transfer in writing, deny the assignment or transfer, or refer the matter to the City's governing bodies for approval. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City;

and (ii) no contractual relationship shall be created between the City and any subconsultant, Subcontractor, or assign. The City may not assign any of its rights or obligations under this Agreement without obtaining Contractor's prior written consent.

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

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

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

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

27. **CONFLICT OF INTEREST**: No employee of the City shall have any personal or beneficial interest in the Services or property described in this Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq*. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

28. **NOTICES**: All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, electronic mail with read receipt requested, or mailed via United States mail, postage prepaid, if to the Contractor at the aforementioned address, with a copy by e-mail to: JLLTLegal@jll.com, and if to the City at: Executive

Director, Denver Department of Public Health & Environment, 101 West Colfax Avenue, Suite 800, Denver, Colorado 80202; with a copy to: Denver City Attorney's Office, 1437 Bannock St., Room 353, Denver, Colorado 80202. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. If a Party delivers a notice through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by certified or registered mail to the addresses set forth herein. The Parties may designate electronic and substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

29. **DISPUTES**: All material disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement. In the event of a dispute between the Parties, the Contractor will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

30. **GOVERNING LAW; VENUE**: This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

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

32. **LEGAL AUTHORITY**: The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.

33. **LITIGATION REPORTING**: If the Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such

pleading or document relates to this Agreement or may affect the Contractor's ability to perform its obligations under this Agreement, the Contractor shall, within 10 business days after being served, notify the City of such action and deliver copies of such pleading or document, unless protected by law, to the City.

34. **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS:** The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, rights, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.

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

36. **ORDER OF PRECEDENCE**: In the event of any conflicts between the provisions in the body of this Agreement and the Exhibits, the provisions in the body of this Agreement shall control. For the avoidance of doubt, no subsequent document, order form, invoice, or quote issued by the Contractor to the City shall be binding on the City or take precedence over the terms of the body of this Agreement regardless of any term contained therein to the contrary.

37. **SURVIVAL OF CERTAIN PROVISIONS**: The terms of this Agreement and any Exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period. Furthermore, a grant of property or intellectual property rights to the City that by its terms continues for longer than the duration of this Agreement will survive expiration or termination of this Agreement, except termination for the City's breach of its obligations to pay for such property or rights. Promptly after termination or expiration of this Agreement, in whole or in part, the Contractor shall promptly return to the City all City Data and all other information provided by the City in such format as the City may reasonably require and permanently erase all copies thereof.

38. **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.

39. **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.

40. **FORCE MAJEURE**: Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of manufactures, unreasonable unavailability of equipment or software from suppliers, default of a Subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other Party and/or other substantially similar occurrences beyond the Party's reasonable control ("Excusable Delay"). In the event of any such

Excusable Delay, time for performance shall be extended for as may be reasonably necessary to compensate for such delay.

41. **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.

42. **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.

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

44. **EXTERNAL TERMS AND CONDITIONS DISCLAIMER**: Notwithstanding anything to the contrary herein, the City shall not be subject to any provision including any terms, conditions, or agreements, and links thereto, appearing on the Contractor's or a Subcontractor's website, forms, or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically incorporated into this Agreement.

45. **PROHIBITED TERMS**: Any term included in this Agreement that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*. All contracts entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.

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

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

that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

49. **ATTACHED EXHIBITS INCORPORATED**: The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, Certificate of Insurance; and **Exhibit C**, Information Technology Provisions.

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Contract Control Number: ESEQD-202371354-00
Contractor Name: JONES LANG LASALLE AMERICAS, INC.

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

SEAL   **CITY AND COUNTY OF DENVER:**

ATTEST: By:

                                          _____

_____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By: By:

_____   _____

By:

_____

Contract Control Number: ESEQD-202371354-00
Contractor Name: JONES LANG LASALLE AMERICAS, INC.

By: _Traci Doane_
DocuSigned by:
F8FA628D9B69495...

Name: Traci Doane
(please print)

Title: President, Client Growth & Tech Sales
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

Statement of Work

Exhibit 1 EQ Asbestos

1. **TERM.**

   SOW Term Start Date: Effective Date of the Agreement

   SOW Term End Date: The term of this SOW will begin on the SOW Effective Date and continue until the termination date of the Agreement.

   PROJECT TITLE.

   1.1 Project Title. CCD DPHE Archibus Hazard Abatement implementation (the "Project").

2. **DELIVERABLES.**

   2.1 Deliverable – ARCHIBUS Software Procurement.

   As a reseller, JLL will provide the ARCHIBUS software itemized in the pricing grid from ARCHIBUS, Inc. and have them shipped to CCD DPHE.

   ARCHIBUS documentation is provided online via the ARCHIBUS help system.

   - Web Central Environments
   - Hazard Abatement for up to 250 Concurrent Users

   2.1.1 Qualifications/Exclusions.

   a. Software licensing is an Agreement between CCD DPHE and ARCHIBUS, Inc. JLL acts only as a value-added reseller for the ARCHIBUS product line. Ordering of ARCHIBUS software for CCD DPHE implies Agreement to Eptura.'s end user license Agreement ("EULA) attached hereto.

   b. For License File changes that do not include a purchase of additional ARCHIBUS software or functionality, CCD DPHE will incur a license redeployment fee of $250.00. This includes changing the database platform, reassigning ACP/PACP deployment internally (e.g. unevenly splitting an ACP/PACP configuration for housing on multiple servers), or change in legal ownership of the licensee.

   c. CCD DPHE will be responsible for procuring dependent software licenses for the server and CCD DPHE machines, including but not limited to AutoCAD/Revit (optional) and RDBMS (ORACLE, MS SQL Server or required) independent of this ARCHIBUS purchase.

   2.1.2 Billing Plan.

   100 percent of the fee associated with this deliverable will be initiated when JLL places the order for software with ARCHIBUS, Inc.

   2.2 Deliverable – ARCHIBUS Project Management.

   As a part of this contract, JLL will provide Project management services to oversee the execution of the deliverables contained within this scope of work.

   2.2.1 A JLL Project manager will manage the timeline, deliverables, and financial components of the Project.

   2.2.2 A JLL Project manager will schedule and facilitate the Project kick-off and close-out meetings.

2.2.3   A JLL Project manager will prepare meeting minutes for all scheduled meetings or meetings where key decisions are made that will affect Project scope, schedule, or budget.

2.2.4   JLL will develop, maintain, and adhere to a mutually agreed upon Project timeline that incorporates both JLL and CCD DPHE tasks into a single accepted document that can be followed through the life cycle of the Project.

2.2.5   JLL will utilize Smartsheet so that Project plans can be electronically sent and reviewed between companies. The Project plan will include the following components:

    a.   Project tasks

    b.   Dependencies

    c.   Scheduled completion dates

    d.   Project milestone dates

    e.   Staffing assignments

    f.   Decisions, Actions, Issues and Risks ("**DAIR**") Log

2.2.6   The JLL Project manager will be the main point of contact for JLL and will make appropriate resources available to the JLL Project team as required.

2.2.7   The JLL Project manager will perform quality assurance on any deliverables produced.

2.2.8   The JLL Project manager will provide a bi-weekly (once every two weeks) status report containing the following components:

    a.   Project status overview including significant accomplishments and milestones

    b.   Tasks completed during the current reporting period

    c.   Activities planned for the next reporting period

    d.   Hours expended during this reporting period and total hours expended by deliverable for time and materials deliverables

    e.   Percentage complete for fixed fee deliverables

2.2.9   The JLL Project manager will participate in a weekly teleconference to review the status of the Project with CCD DPHE.

2.2.10   The JLL Project manager will participate in a weekly internal teleconference to review the status of the Project with the JLL Project team.

2.2.11   The JLL Project manager will take a lead role in tracking and obtaining resolution through the IWMS solution provider for obstacles or problems that are found within the IWMS application.

2.2.12   Qualifications/Exclusions.

    a.   CCD DPHE will identify a single point of contact to act as Project manager ("**PM**") to JLL. CCD DPHE Project manager should have a broad-based understanding of the Project's immediate goals and objectives as well as a clear vision for the future of the Project. JLL also requests that CCD DPHE contact(s) be able to schedule all Project events with CCD DPHE resources.

    b.   CCD DPHE will make appropriate resources available to the Project team to meet the set objectives.

    c.   CCD DPHE will adhere to a mutually agreed upon Project timeline that incorporates both JLL and CCD DPHE tasks.

    d.   CCD DPHE Project manager will participate in a teleconference to review the status of the Project at a set interval as deemed appropriate based on the Project (daily, weekly, bi-weekly, etc.).

    e.   CCD DPHE will provide timely decision-making regarding alternatives impacting the overall solution.

    f.   The signed JLL deliverable acceptance form will constitute acceptance for fixed fee deliverables. Any future adjustments or changes to the work product(s) will be performed under a change order or a support services Agreement.

2.2.13   Billing Plan.

Monthly fixed fees for this deliverable will be billed until all Project deliverables are completed.

Any additional extensions past the original Project or contract timeline will require a change order and a new billing schedule on a monthly fixed fee basis.

2.3   Deliverable – ARCHIBUS Pre-Design IWMS Immersion Sessions.

2.3.1   The purpose of the IWMS immersion sessions is to familiarize the users with the out-of-the-box system functionality in an effort to provide the basis for the solution design consulting. Understanding how an IWMS system functions out-of-the-box allows for closer mapping of current business processes and best practice, thereby minimizing the potential for unnecessary customizations and/or costly configurations.

2.3.2   JLL will conduct up to 3 hours of remote immersion session for Hazard Abatement that will provide a detailed look at the out-of-the-box IWMS features and functionality.

2.3.3   In preparation for and prior to the immersion session(s), JLL will set up an out-of-the-box instance of the IWMS solution for use in the immersion sessions, using generic sample data.

2.3.4   Qualifications/Exclusions.

a.   It is the responsibility of CCD DPHE to provide a facility for CCD DPHE Project team members. The facility should have appropriate workstations with network connectivity to JLL's hosted servers. Additionally, Projection equipment should be available.

2.3.5   Billing Plan.

Deliverable will be invoiced as per the Billing Plan.

2.4   Deliverable – ARCHIBUS Solution Design Consulting.

The goal for this deliverable is to provide CCD DPHE with an opportunity to share and review their current IWMS-related processes and systems with JLL and colleagues, and to capture the solution requirements for the system being implemented. CCD DPHE will share gaps, issues, and pain points with the current processes and systems. JLL will gain an understanding of CCD DPHE's current state as well as future goals and objectives to ensure that future scopes of work are well planned to maximize the utilization of the IWMS solution in CCD DPHE's environment. Any potential process analysis, alignment, and mapping will be included in this stage. JLL will then proceed to capture the required tasks, configurations, and customizations in order to achieve the desired solution.

2.4.1   Deliverables will include.

a.   Two JLL ARCHIBUS experts (1 solutions consultant, 1 technical consultant) will conduct up to six (6) hours of remote workshops to collaborate with key CCD DPHE stakeholders, subject matter experts ("**SMEs**"), and other staff responsible for using and managing existing processes.

b.   A kick-off conference between JLL and CCD DPHE to discuss in further detail the topics and types of information that will be necessary to be covered in the remote session. This conference call will drive the development of the detailed formal agenda and information checklists for the meetings as required.

c.   JLL will develop high level checklists for information requirements that need to be prepared by CCD DPHE in advance of the planning sessions.

d.   Review of goals and objectives of the IWMS solution.

e.   The CCD DPHE to review the findings from the consulting sessions to ensure that all requirements have been captured accurately. An acceptance step will be required by the CCD DPHE prior to solutioning.

2.4.2   JLL will conduct the planning session in accordance with the agenda to gather the necessary information for JLL to start formulating the artifacts needed as part of the solution design. The planning session will generally cover the following topics and will be performed via conference call meetings:

a.   Hazard Abatement

2.4.3   Qualifications/Exclusions.

    a.   The consulting sessions must be orchestrated and controlled by the CCD DPHE primary contact(s) as well as JLL to ensure that time is managed effectively and that the interaction among team members is conducive to effective communication.

    b.   In advance of the planning sessions, CCD DPHE will provide JLL with any documents developed by the CCD DPHE team that are relevant to the topics being discussed (requirements documentation, reference documents, Project/department organization chart, Project charter, process flow designs, data feeds, etc.)

2.4.4   Billing Plan.

Deliverable will be invoiced as per the Billing Plan.

2.5   Deliverable – ARCHIBUS Solution Design and Documentation.

JLL will create a solution design based on the requirements captured from the solution design consulting engagement. This solution design will then be documented and become the blueprint for all changes that will need to be made to the application in order to satisfy the captured requirements.

2.5.1   JLL will deliver a solution design document detailing the following:

    a.   General description and functionality of the proposed solution for the application

    b.   The overall scope of the work required for the Project to be completed

    c.   Description of all necessary application configuration efforts to satisfy requirements from the consulting engagement

    d.   Description of all necessary application customization and development efforts to satisfy requirements from the consulting engagement

A technical document will be produced outlining the proposed changes from the technical standpoint. This document will speak to the details of any net new database objects and application elements (views, reports, etc.) that will be required in order to support the overall solution.

2.5.2   Qualifications/Exclusions.

    a.   CCD DPHE will review the initial draft of the documentation and provide feedback as specified in the Project timeline. If no feedback is given within the timeframe established by the Project schedule it will be assumed that all designs and specifications are accepted and approved by CCD DPHE and the final draft of document will be delivered by JLL.

    b.   The solution design documentation will be used to instruct and drive the solution build phase of the Project.

2.5.3   Billing Plan.

Deliverable will be invoiced as per the Billing Plan.

2.6   Deliverable – ARCHIBUS Application Configuration.

2.6.1   JLL will configure the system based on the solution design document for the tasks listed below:

    a.   Authorization and Security Management. User access, security settings, and role management.

    b.   Navigation Configuration and Personalization. User navigation, menus, and user configuration.

    c.   Module Access and Setup. Enabling access and configuration of module ## and related background data

    d.   Dashboards and Metrics. Configuration of dashboards, alerts, metrics, and trends.

    e.   Application Administration. Administering SLAs, workflows, publishing, and other administrative background data

    f.   Notification. Email template configuration

    g.   Branding. Configuring color schemes, logos, and splash pages

2.6.2   Qualifications/Exclusions.

    a.   The configuration of additional screens, forms, dashboards, custom reports, interfaces, etc. above and beyond those provided in the solution design document will be handled on an hourly

basis per the JLL scheduled rates as per the contract and subject to an approved change order under the change management process.

b. Requirements and solution design will be aligned with the current budget allocation for solution configuration. If the current budget allowance does not support the requirements and resulting solution design, the solution design scope will be reduced or a change order will be issued to JLL to increase the solution configuration allowance to meet the requirements of the approved solution. design

2.6.3 Billing Plan.

Deliverable will be invoiced as per the Billing Plan.

2.7 Deliverable – ARCHIBUS Interface for Data Exchange.

2.7.1 JLL will configure the system based on the solution design document to be drafted after Project start. High level requirements are noted below:

Interface	Type	Data Flow
Flat file	SFTP	Pull in lab results from .csv files

2.7.2 Qualifications/Exclusions.

a. Additional screens, forms, dashboards, custom reports, and interfaces above and beyond those provided in the solution design document will be handled on an hourly basis per the JLL scheduled rates as per the contract and subject to an approved change order under the change management process.

b. Requirements and interface design will be aligned with the current budget allocation for solution build. If the current budget allowance does not support the requirements and resulting solution design, the solution design scope will be reduced, or a change order will be issued to JLL to increase the solution configuration allowance to meet the requirements of the approved solution design.

c. Each interface from the staging (if applicable) and the production environments, will be tested against the CCD DPHE's staging (if applicable) and production environments, respectively.

2.7.3 Billing Plan.

Deliverable will be invoiced as per the Billing Plan.

2.8 Deliverable – ARCHIBUS Quality Control Testing and Defect Resolution.

2.8.1 JLL will be administering quality control measures at various milestones throughout the development lifecycle. The execution of these quality control efforts can be depicted in the following major initiatives:

a. JLL to conduct quality control testing for all elements that have reached completion, and ready for promotion.

b. JLL to conduct testing to ensure that the feature set or results are in alignment to what was defined in the solution design document.

c. All defects will be resolved and re-tested.

d. JLL will declare the solution to have passed its internal quality control before packaging the deliverables to be promoted and deployed unto another environment or workspace.

2.8.2 Qualifications/Exclusions.

a. Quality control efforts differs from the user acceptance testing in its method, approach, and audience.

2.8.3 Billing Plan.

Deliverable will be invoiced as per the Billing Plan.

2.9   Deliverable – ARCHIBUS Internal System Testing and Quality Assurance.

   2.9.1   JLL will conduct system and application testing for deployed environments. The system testing will follow the user acceptance testing plan to ensure operability and readiness for user acceptance testing.

   a.   JLL will also include the following items as part of the system testing and quality assurance, but may vary based on the type of Project and its accompanying services.

   1.   General Access and Login

   2.   Click-test on Customized View

   3.   Focus on Critical Functions/Features

   4.   Focus on Critical Workflows/Business Processes

   b.   JLL will resolve any defects through corrective measures or acceptable mitigation efforts.

   c.   JLL will deliver an environment that is user acceptance testing ready.

   2.9.2   Qualifications/Exclusions.

   a.   Unless otherwise stated, system testing and quality assurance will not be performed on custom components developed outside of JLL's scope.

   2.9.3   Billing Plan.

   Deliverable will be invoiced as per the Billing Plan.

2.10   Deliverable – ARCHIBUS User Acceptance Testing and Defect Resolution.

   JLL will develop a user acceptance testing ("**UAT**") plan to facilitate the user acceptance testing process and ensure that the solution adheres to the deliverables as outlined in the solution design documentation.

   2.10.1   The test plan will define the approach on how the testing will be conducted. This plan will also help identify key configurations that are outlined in the solution design documentation, its pass-fail criteria, and any corrective actions or mitigation efforts as required. The UAT plan will include the following section.

   a.   UAT definition and approach

   b.   Definition of items for testing:

   1.   Functions/Features

   2.   Workflows/Business Processes

   c.   Pass-Fail criteria for items identified

   d.   Action or mitigation from the results of items tested

   e.   Acceptance criteria qualifications/exclusions

   f.   Defect tracking methodology and communication

   g.   JLL will execute the user acceptance testing based on the user acceptance testing plan or, if one does not exist, on the requirements in the solution design document.

   h.   JLL will resolve any defects through corrective measures or acceptable mitigation efforts.

   i.   JLL will track and communicate the outcome and actions of all test candidates.

   2.10.2   Qualifications/Exclusions.

   a.   CCD DPHE will review and approve the UAT plan before testing activities take place.

   b.   It is the expectation that the Customer complies in the usage of the tools and standards that accompanies the UAT process as defined by JLL.

   c.   Unless otherwise stated, all out-of-the-box ARCHIBUS features and functionalities outside the scope of the solution design document will not be considered as test candidates against the UAT plan.

   d.   JLL will separate defects from enhancement requests and record them for future consideration.

  e. Unless otherwise stated, all UAT will not be performed on custom components developed outside of CCD DPHE's scope.

 2.10.3 Billing Plan.

  Deliverable will be invoiced as per the Billing Plan.

2.11 Deliverable – ARCHIBUS Deployment to Production.

 2.11.1 JLL will deploy the application and its configuration on the production environment:

  a. JLL will install the application package and all system modifications into the production environment with the goal of ensuring that the deployment procedures and steps are adhered.

  b. Following the installation and configuration of the production environment, JLL will perform a basic access and login test to ensure application's readiness.

 2.11.2 Billing Plan.

  Fixed fee billing of 100 percent for this deliverable will be initiated upon completion of the deployment in the production environment.

2.12 Deliverable – ARCHIBUS IWMS Drawing Standardization and Clean-up.

 2.12.1 For files provided in AutoCAD, JLL will provide drawing standardization and clean-up efforts via the following service.

  a. Will apply CAD Standards to drawings as identified by CCD DPHE.

  b. Newly established CCD CAD Standards will be applied to identified drawings. Items to include the following areas and activities:

   1. Layer standards (name, color, etc.)

   2. Units & scale

   3. Drawing basepoint

   4. X-ref's

   5. Purging of unneeded entities

   6. Color set to by layer

   7. Add, delete, and/or modify room and gross polylines

   8. Convert heavy polylines to lightweight polylines

   9. Close open p-lines

   10. Correct p-line overlaps and gaps

   11. Preparation of drawings will be in a basic readiness for use into Archibus

 2.12.2 Qualifications/Exclusions.

  a. CCD DPHE will provide all necessary AutoCAD files.

  b. AutoCAD files (.dwg) should reflect as-built conditions for increased accuracy. All non as-built layouts/layers should be removed prior to release to JLL.

  c. Drawing standards documentation will be in place before any clean-up work takes place.

  d. Additional floorplans above the number herein will be the responsibility of CCD DPHE to implement or authorize under the terms of a change order.

 2.12.3 Billing Plan.

  a. Progressive, monthly fixed fee billing for this deliverable will be based on percentage of completed work (determined by percentage of square footage or percentage of drawings connected to the IWMS solution) on a monthly basis.

2.13 Deliverable – ARCHIBUS IWMS Drawing Creation (Polyline and Attach).

 2.13.1 JLL will create IWMS (polyline) drawings over PDF architectural drawings for floorplans identified by CCD DPHE.

2.13.2   JLL will polyline up to 12,973,580 gross square feet.

2.13.3   Polylines will be drawn in accordance with the solution design document or in a format that will be accepted by ARCHIBUS.

2.13.4   A single floor will be treated as a prototype for CCD DPHE approval of reports and outputs prior to commencing with other floors.

2.13.5   JLL will create polylines for external gross area, internal gross area, and rooms only.

2.13.6   Qualifications/Exclusions.

    a.   Additional square footage above the number herein will be the responsibility of CCD DPHE to implement or authorize under the terms of a change order.

    b.   Publishing issues due to drawings that have not undergone the standardization process will be the sole responsibility of CCD DPHE to resolve.

    c.   CCD DPHE will provide all necessary AutoCAD files. AutoCAD files should:

        1.   Reflect as-built conditions for increased accuracy.

        2.   All non as-built layouts/layers should be removed prior release to JLL.

        3.   Adhere to a CAD standards such as AIA layering guideline.

        4.   Not contain 3D mesh objects or 3D objects.

        5.   Have all furniture in block format (not exploded).

        6.   Have clearly defined spaces to polyline.

        7.   Contain space numbers per Customer standards.

        8.   Share a common base point (0,0 for example) and are drawn at a 1:1 scale.

2.13.7   Billing Plan.

Progressive, monthly fixed fee billing for this deliverable will be based on percentage of completed work (determined by percentage of square footage or percentage of drawings connected to the IWMS solution) on a monthly basis.

2.14   Deliverable – ARCHIBUS Data Migration Plan.

2.14.1   The data migration plan will provide the necessary framework to help instruct and support the efforts towards a successful data migration Project. This plan will describe the strategy, preparation, and specifications for migrating data from source system(s) to the Archibus system.

2.14.2   The development of this plan will be supported by the following activities:

    a.   CCD DPHE will provide JLL with samples of the source data intended for migration (excel document format).

    b.   CCD DPHE will provide an account of the data sources' architecture and the inter-relationships amongst the data entities of concern.

2.14.3   JLL will produce a data migration plan that will address the following:

    a.   Dataset(s) to be migrated.

    b.   Methodology employed for the migration.

    c.   The mapping and data alignment required between the source and the destination.

    d.   The instruction set for additional data normalization if required.

    e.   Data transformation if required.

    f.   Overall approach and journey of the migration from start to finish.

2.14.4   Qualifications/Exclusions.

    a.   CCD DPHE will provide the appropriate resource(s) familiar with all source system data. This resource will act in the role of a subject matter expert and assist JLL in their discovery and understanding of all source system data.

     b.   CCD DPHE will review and approve the data migration plan prior to the data migration build or any related data migration activities.

     c.   Sample Data Collection:

        1.   The samples to be collected from CCD DPHE will be in a microsoft excel document format. each table should be represented in their own respective worksheet of the microsoft excel document.

        2.   The samples to be collected from CCD DPHE are expected to be normalized. The requirements for data normalization include:

           a.   Eliminate redundant data records

           b.   Eliminate poor, inconsistent, or incorrect naming convention

           c.   Target columns that are denoted as unique identifiers must contain unique values

           d.   Target columns that references another field from another table must have a match

           e.   Target columns that are not allowed blanks must not contain blanks

           f.   Data must not exceed the allowable length of the target column

           g.   Data type must match the declared type of the target column

        3.   Microsoft excel is not a relational database and does not enforce referential integrity. JLL will do its best to provide templates with dropdowns and validated fields to ensure the consistency of the data loaded in these spreadsheets, but the inherent limitations of excel may result in data inconsistencies.

        4.   It will be CCD DPHE's responsibility to resolve any issue with the data provided in the templates in a reasonable amount of time as to not impact the timeline.

2.14.5 Billing Plan.

Fixed fee billing of 100 percent for this deliverable will be initiated upon delivery of the data migration plan.

2.15 Deliverable – ARCHIBUS Data Migration Build and Deployment.

The data migration scripts will be created based upon the design and approach outlined in the data migration plan. The migration scripts will be ran and tested on the staging environment prior to its deployment on the production environment.

2.15.1 Data Migration Scripts.

     a.   JLL to produce a set of data migration scripts based on the data migration plan.

2.15.2 Migration Testing.

     a.   JLL will execute the migration scripts against the data from the source system(s).

     b.   CCD DPHE will provide data from their source system(s) in one of the following acceptable formats:

        1.   Excel Document Templates.

           a.   CCD DPHE will provide the completed microsoft excel templates with data that are normalized.

           b.   Dataset that exceeds 32,000 rows and/or 200 columns must be triaged outside of the excel document template method.

        2.   Database Method.

           a.   CCD DPHE will provide a copy of the database in either oracle or sql server format, in a version that is compatible with JLL's current database infrastructure.

        3.   ARCHIBUS Connector.

           a.   CCD DPHE to provide connection information and assist with the connection and access to the source system(s).

        4.   External File Objects.

        a.   CCD DPHE to provide the objects, or access to the location where these objects are housed.

5. Data Migration Run on Staging.

        a.   JLL to perform a data migration run on the staging environment

        b.   JLL to conduct internal quality control testing

        c.   JLL to resolve issues identified

        d.   JLL to rerun data migration and re-validate (if required)

6. Dry Run.

        a.   JLL to perform a data migration run on the development environment

        b.   JLL to conduct user acceptance testing

        c.   JLL to resolve issues identified

        d.   JLL to rerun data migration and re-validate (if required)

7. Production Run.

        a.   JLL to perform a data migration run on the production environment

        b.   JLL to perform validation of data migration

        c.   CCD DPHE to provide validation and acceptance

2.15.3   Qualifications/Exclusions.

a. CCD DPHE will provide the appropriate resource(s) familiar with all source system data. This resource will act in the role of a subject matter expert and assist JLL in their discovery and understanding of all source system data.

b. JLL is not responsible for the quality of the data. If during the migration process JLL identifies quality issues with the source data provided by CCD DPHE, JLL will identify this as a risk for the Project and request a decision from CCD DPHE on whether the migration should continue or if a remediation plan should be implemented under the change management process.

c. CCD DPHE agrees not to alter the integrity of the templates provided by JLL as this may result in difficulties when importing the data.

d. JLL will be available to support CCD DPHE in staging of data and/or manual data entry on a time and materials basis under the terms of a separate JLL support services Agreement.

e. If there are business requirements that require updates to the ARCHIBUS database schema, those customizations will be completed during the build phase of the deployment. Only data called out from the Data Migration Plan will be imported or migrated for this deliverable.

f. JLL will perform a comparative analysis of the data provided by CCD DPHE and the data migrated into IWMS. counts of records in each table and counts of populated fields will be compared with the quantity of data provided for the migration to ensure that all data migrated successfully.

g. Normalization of source system data: Unless stated otherwise in the data migration plan or in the solution design document, it will be CCD DPHE 's responsibility to ensure that their data sources, or the delivery of their data, are normalized. The requirements for normalization include:

1. Eliminate redundant data records

2. Eliminate poor, inconsistent, or incorrect naming convention

3. Target columns that are denoted as unique identifiers must contain unique values

4. Target columns that references another field from another table must have a match

5. Target columns that are not allowed blanks must not contain blanks

6. Data must not exceed the allowable length of the target column

7. Data type must match the declared type of the target column

      h.   Any data which cannot be migrated will be provided to CCD DPHE with an explanation of the issue for CCD DPHE analysis and resolution.

      i.   JLL defines data quality control as the process of ensuring that the data that was migrated from an existing source to IWMS presents at least the same level of quality after the migration has been executed.

2.15.4 Billing Plan.

Fixed fee billing of 100 percent for this deliverable will be initiated upon completion of data migration.

2.16   Deliverable – ARCHIBUS Prepare Training Documentation.

2.16.1 JLL will document the functional areas that will be used by the end-users based on the solution design document.

      a.   The documentation will be made available in Microsoft PowerPoint / Microsoft Word format.

      b.   JLL will provide a sample of the documentation for CCD DPHE's review and acceptance prior to the start of documentation.

      c.   The procedures will be written in a step-by-step fashion to walk users through the processes:

         1.   Hazard Abatement

2.16.2 Qualifications/Exclusions.

      a.   CCD DPHE will be responsible for additional document development beyond the procedures and functional areas listed above.

      b.   Documentation is not positioned to address existing out-of-the-box features and functionalities unless stated in the solution design documentation.

      c.   Additional procedure development will require execution of a change order or work release under an additional JLL support services Agreement.

2.16.3 Billing Plan.

Deliverable will be invoiced as per the Billing Plan.

2.17   Deliverable – ARCHIBUS System Administrator Training.

2.17.1 JLL to schedule training classes with CCD DPHE

2.17.2 JLL will provide a class outline prior to the training sessions.

2.17.3 JLL will conduct the following IWMS system administrator training classes:

      a.   IWMS Administration: 9 hours

2.17.4 Qualifications/Exclusions.

      a.   JLL recommends one trainer for every 6 users to maintain proper pace during training. JLL can provide an additional trainer for larger class sizes for an additional fee.

      b.   It is the responsibility of CCD DPHE to provide a training facility and individual computers for trainees. The training facility should have appropriate PC and network connectivity for all trainees and the JLL trainer. Additionally, Projection equipment should be available. It is recommended that each user have a PC for hands-on experience.

      c.   This deliverable does not include Customer specific documentation.

2.17.5 Billing Plan.

Deliverable will be invoiced as per the Billing Plan.

2.18   Deliverable – ARCHIBUS Hypercare.

JLL will provide 8 hours of support to users after the go-live to make sure that the solution is used as designed and that it supports the business objectives outlined in the solution design document.

2.18.1 Hypercare will consist of.

      a.   Resolution of high-priority / emergency defects.

      b.   Ad-hoc support to primary users to address functionality questions.

    c. Scheduled meetings to review concerns and answer questions.

2.18.2 Qualifications/Exclusions.

Hypercare will be provided remotely by phone and Microsoft Teams.

2.18.3 Billing Plan.

Deliverable will be invoiced as per the Billing Plan.

2.19 Deliverable – ARCHIBUS Contingency Budget.

Most deliverables under this statement of work are provided as fixed fee deliverables for a scope that will not be completely defined until the solution design document is reviewed and approved by CCD DPHE. In order to address the inherent risk linked to the uncertainty at this stage of the process, a contingency budget is included to cover any requirements expressed by CCD DPHE that exceed the initial understanding and assumptions that were used to develop this statement of work, such as (polyline) drawing creation, standardization, data clean-up, module modifications, additional data migration and testing support, or polyline services of newly acquired CCD properties or spaces

2.19.1 Qualifications/Exclusions.

    a. All requirements will be reviewed by both CCD DPHE and JLL prior to proceeding.

2.19.2 Billing Plan.

    a. Time and Materials will be billed at the rates identified in Appendix on a monthly basis for hours logged to this deliverable by staff. A NOT TO EXCEED amount is indicated in the Pricing Section of this statement of work.

2.20 Deliverable – ARCHIBUS JLL Technical Support Maintenance.

2.20.1 JLL will provide a technical support level software maintenance plan to provide ongoing software, system, and user support for the term of the maintenance plan. As a JLL technical support software maintenance plan member you will receive the following ARCHIBUS-related support from JLL:

    a. Unlimited Phone Support for System Troubleshooting.

      1. Access to JLL's technical support engineers via phone or web for resolution of system problems or errors directly related to the functions of ARCHIBUS:

        a. Application server (Apache Tomcat)

        b. Database server (Oracle or MS SQL server)

        c. Web Central, Smart Customer, and ARCHIBUS Extensions

    b. Access to JLL's technical support engineers via phone or web to ask questions related to application end use functionality for the following applications:

      1. Hazard Abatement

    c. Access to JLL's technical support engineers via phone or web for resolution of system problems or errors directly related to integrations with ARCHIBUS.

    d. Service Level Agreement

SERVICE LEVEL AGREEMENTS FOR TECHNICAL SUPPORT				
	Severity 1 Critical Support	**Severity 2** Standard Support	**Severity 3** Non-Critical Support	**Severity 4** Enhancement Support
Call Back	<15 Minutes	<2 Hours	<4 Hours	<8 Hours
Escalation Path	Technical Support Team Software Manufacturer	Technical Support Team Software Manufacturer	Technical Support Team Professional Services Team Software Manufacturer	Technical Support Team Professional Services Team Software Manufacturer
Target Resolution	<8 Hours	<16 Business Hours	<24 Business Hours	<5 Business Days

Examples	Server Down System Failure	Cannot Perform Daily Tasks System Bugs Data Integrity Issue	Non-Critical Loss of Functionality Local PC Issues Workaround in Place "How To" Questions	Form and report edits and enhancements

e.

2.20.2 Qualifications/Exclusions.

a. Assumes CCD DPHE's software is standard out-of-the-box ARCHIBUS or was configured/modified by JLL.

b. JLL's standard technical support hours are Monday through Friday, 7:00 am to 7:00 pm Central Time Zone (UTC -06:00):

1. + 1 888 391 9166 / US and Canada

2. + 61 1 800 952 353 / Australia

3. + 44 809 196 4783 / UK

4. Email: support-ds@am.jll.com

c. Excludes technical support for Customer created programmatic functions including workflow, javascript, xml, and java. JLL offers additional support programs for programmatic technical support, mentoring, and training.

d. Excludes technical support for configuration of on-premise server environments. Examples include SSL configuration and virtual machine configuration.

e. End use support is defined as support for ARCHIBUS views and functions available within Smart Customer, Web Central, AutoCAD, and Revit (as they relate to the use of ARCHIBUS).

3.20.3 Billing Plan.

100 percent of the annual fee associated with the JLL technical support maintenance plan will be billed upon receipt of CCD DPHE's purchase order.

Travel expenses for on-site services are billable to CCD DPHE at direct cost and are not included in the technical support maintenance plan fee.

2.21 Assumptions – Archibus Term Based (60 months) Subscription.

2.21.1 Archibus Term Licenses Renewals.

a. JLL will provide CCD DPHE with renewal pricing 120 days prior to their renewal date. CCD DPHE has up to 30 days before their renewal date to inform JLL of any licensing changes, or cancellation of renewal. If CCD DPHE does not provide notice changes or cancellation, then the Term licenses will terminate. Notwithstanding the foregoing, the parties may mutually agree to renew the Term licenses prior to the termination date in a writing executed by authorized representatives."

3. PROJECT SCHEDULE.

Proposed Billing Schedule

Deliverable	Total Amount	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25
Project Management	$12,040.00	$2,408	$2,408	$2,408	$2,408	$2,408	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pre-Design IWMS Immersion Sessions	$645.00	$645																	
Solution Design Consulting	$1,290.00	$1,290																	
Solution Design Documentation	$3,870.00		$3,870																
Base Application Configuration	$15,480.00		$7,740	$7,740															
Interfaces for Data Exchange	$8,600.00				$8,600														
Quality Control Testing & Defect Resolution	$1,290.00			$1,290															
Internal System Testing & Quality Assurance at JLL	$1,290.00				$1,290														
User Acceptance Testing & Defect Resolution	$9,460.00				$9,460														
Deployment to Production	$1,720.00				$1,720														
IWMS Drawing Creation (Polyline, Standardization, Clean-up and Attach)	$271,958.00	$15,109	$15,109	$15,109	$15,109	$15,109	$15,109	$15,109	$15,109	$15,109	$15,109	$15,109	$15,109	$15,109	$15,109	$15,109	$15,109	$15,109	$15,109
Data Migration Plan	$1,720.00				$1,720														
Data Migration Build and Deployment	$3,440.00					$3,440													
Prepare Training Documentation	$1,720.00				$1,720														
System Administrator Training	$2,000.00				$2,000														
Hypercare	$1,720.00				$1,720														
Total Pricing Summary	$338,243.00	$19,452	$29,127	$35,147	$31,707	$26,397	$15,109	$15,109	$15,109	$15,109	$15,109	$15,109	$15,109	$15,109	$15,109	$15,109	$15,109	$15,109	$15,109

4. PRICING.

4.1.1   Archibus software pricing is included for 4 optional renewal periods. Annual license cost increase will be 10% per year.

Deliverable(s)	Summary Description	Year 1	Year 2	Year 3	Year 4	Year 5
JLL Products and Services Pricing Summary						
1	ARCHIBUS Software Price Sub Total:	$7,044	$7,748	$8,523	$8,949	$9,397
2	JLL Technical Enterprise Services Sub Total:	$435,243				
-	Project Management	$12,040				
	Solution Design	$5,805				
-	Solution Build	$25,370				
-	Solution Testing & Deployment	$12,470				
-	Data Population	$277,118				
-	Training & Go Live Assistance	$5,440				
-	Contingency bucket for other tasks & services	$97,000				
3	JLL Support Services:	$2,230	$2,230	$2,230	$2,230	$2,230
	Grand Total:	**$444,517**	**$9,978**	**$10,753**	**$11,179**	**$11,627**
	Total Cost Over 5 Years:					**$488,054**

ARCHIBUS Web Software Licenses				
Item	**Description**	**Units**	**Quantity**	**Term Software Price**
26-ENV-E	Web Central Environments	Each	1	$688
26-PRPTL-WEBC-HM250	Hazard Abatement for up to 250 Concurrent Users	Each	1	$6,356

ARCHIBUS Web Software Sub Total: **$7,044**

Enterprise Services Summary		
Deliverable Type	**Activity / Deliverable Description**	**TOTAL Fixed Fee**
Project Management	Project Management	$12,040
Solution Design	Pre-Design IWMS Immersion Sessions	$645
	Solution Design Consulting	$1,290
	Solution Design Documentation	$3,870
Solution Build	Base Application Configuration	$15,480
	Interfaces for Data Exchange	$8,600
	Quality Control Testing & Defect Resolution	$1,290
Solution Testing & Deployment	Internal System Testing & Quality Assurance at	$1,290
	User Acceptance Testing & Defect Resolution	$9,460
	Deployment to Production	$1,720
Data Population	IWMS Drawing Creation (Polyline and Attach)	$271,958
	Data Migration Plan	$1,720
	Data Migration Build and Deployment	$3,440
Training & Go Live Assistance	Prepare Training Documentation	$1,720
	System Administrator Training	$2,000
	Hypercare	$1,720
Subtotal:		**$338,243**

5.   MISCELLANEOUS.

5.1   Warranty. The following warranty will apply to all services: JLL warrants solely that the services will be performed with reasonable skill and care and substantially in accordance with the specifications described in each deliverable in this SOW. Unless otherwise agreed to in this statement of work, Customer's sole and exclusive remedy and JLL's entire obligation hereunder will be to perform or re-perform the services that are the subject of a claim. Customer will notify JLL of warranty claim when the issue arises but not later than 60 days after the delivery date to fall within the parameters of the warranty.

5.2   Change Order. In the event that any services or products not included in this statement of work are requested by Customer or if a deliverable contained herein is altered, a change order will be processed. This change order will outline the new scope of work, duration, impacts to current timeline, and costs. Customer agrees to follow the change order process.

Appendix

JLL Rate Schedule

US Rates for this Proposal	Solution Manager	Solution Consultant	Technical Architect	Technical Consultant	Practice Lead	Technical Director	CAD Services
	$ 215.00	$ 195.00	$ 205.00	$ 195.00	$ 250.00	$ 240.00	$ 100.00

ARCHIBUS EULA (License Term – 60 months).
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GENERAL

Statement of Work

Exhibit 2: EQ Hazardous Waste

1. **SOW TERM.**

    SOW Term Start Date: Effective date of the Agreement.

    SOW Term End Date: The term of this SOW will begin on the SOW Effective Date and continue until the termination date of the Agreement.

2. PROJECT TITLE.

    5.2.1   Project Title: CCD DPHE Archibus Compliance and Waste implementation (the "Project").

3. **DELIVERABLES.**

    3.1   Deliverable – ARCHIBUS Software Procurement.

    As a reseller, JLL will provide the ARCHIBUS software itemized in the pricing grid from ARCHIBUS, Inc. and have them shipped to CCD DPHE.

    ARCHIBUS documentation is provided online via the ARCHIBUS help system.

    - Web Central Environments
    - Compliance Management
    - Waste Management
    - Service Desk
    - Application Contact Points (ACPs) 10 Concurrent User Package
    - Portal Application Connection Points (PACPs) 250 Concurrent User Package

    4.   Qualifications/Exclusions.

    5.   Software licensing is an Agreement between CCD DPHE and Eptura. JLL acts only as a value-added reseller for the ARCHIBUS product line. Ordering of ARCHIBUS software for CCD DPHE implies Agreement to Eptura's end user license Agreement ("EULA") attached hereto.

    6.   For License File changes that do not include a purchase of additional ARCHIBUS software or functionality, CCD DPHE will incur a license redeployment fee of $250.00. This includes changing the database platform, reassigning ACP/PACP deployment internally (e.g. unevenly splitting an ACP/PACP configuration for housing on multiple servers), or change in legal ownership of the licensee.

    7.   CCD DPHE will be responsible for procuring dependent software licenses for the server and CCD DPHE machines, including but not limited to AutoCAD/Revit (optional) and RDBMS (ORACLE, MS SQL Server or required) independent of this ARCHIBUS purchase.

    8.   Billing Plan.

    100 percent of the fee associated with this deliverable will be initiated when JLL places the order for software with ARCHIBUS, Inc.

8.1 Deliverable – ARCHIBUS Project Management.

As a part of this contract, JLL will provide Project management services to oversee the execution of the deliverables contained within this scope of work.

9. A JLL Project manager will manage the timeline, deliverables, and financial components of the Project.

10. A JLL Project manager will schedule and facilitate the Project kick-off and close-out meetings.

11. A JLL Project manager will prepare meeting minutes for all scheduled meetings or meetings where key decisions are made that will affect Project scope, schedule, or budget.

12. JLL will develop, maintain, and adhere to a mutually agreed upon Project timeline that incorporates both JLL and CCD DPHE tasks into a single accepted document that can be followed through the life cycle of the Project.

13. JLL will utilize Smartsheet so that Project plans can be electronically sent and reviewed between companies. The Project plan will include the following components:

14. Project tasks

15. Dependencies

16. Scheduled completion dates

17. Project milestone dates

18. Staffing assignments

19. Decisions, Actions, Issues and Risks ("**DAIR**") Log

20. The JLL Project manager will be the main point of contact for JLL and will make appropriate resources available to the JLL Project team as required.

21. The JLL Project manager will perform quality assurance on any deliverables produced.

22. The JLL Project manager will provide a bi-weekly (once every two weeks) status report containing the following components:

23. Project status overview including significant accomplishments and milestones

24. Tasks completed during the current reporting period

25. Activities planned for the next reporting period

26. Hours expended during this reporting period and total hours expended by deliverable for time and materials deliverables

27. Percentage complete for fixed fee deliverables

28. The JLL Project manager will participate in a weekly teleconference to review the status of the Project with CCD DPHE.

29. The JLL Project manager will participate in a weekly internal teleconference to review the status of the Project with the JLL Project team.

30. The JLL Project manager will provide a documented punch list of problems and resolutions for all issues owned by the Service Provider. JLL accomplishes this by tracking and managing the Project DAIR (Decisions, Actions, Issues and Risks) log throughout the lifecycle of the Project.

31. The JLL Project manager will take a lead role in tracking and obtaining resolution through the IWMS solution provider for obstacles or problems that are found within the IWMS application.

32. Qualifications/Exclusions.

33. CCD DPHE will identify a single point of contact to act as Project manager ("**PM**") to JLL. CCD DPHE Project manager should have a broad-based understanding of the Project's immediate goals and objectives as well as a clear vision for the future of the Project. JLL also requests that CCD DPHE contact(s) be able to schedule all Project events with CCD DPHE resources.

34. CCD DPHE will make appropriate resources available to the Project team to meet the set objectives.

35. CCD DPHE will adhere to a mutually agreed upon Project timeline that incorporates both JLL and CCD DPHE tasks.

36. CCD DPHE Project manager will participate in a teleconference to review the status of the Project at a set interval as deemed appropriate based on the Project (daily, weekly, bi-weekly, etc.).

37. CCD DPHE will provide timely decision-making regarding alternatives impacting the overall solution.

38. The signed JLL deliverable acceptance form will constitute acceptance for fixed fee deliverables. Any future adjustments or changes to the work product(s) will be performed under a change order or a support services Agreement.

39. Billing Plan.

Monthly fixed fees for this deliverable will be billed until all Project deliverables are completed.

Any additional extensions past the original Project or contract timeline will require a change order and a new billing schedule on a monthly fixed fee basis.

39.1 Deliverable – ARCHIBUS Pre-Design IWMS Immersion Sessions.

40. The purpose of the IWMS immersion sessions is to familiarize the users with the out-of-the-box system functionality in an effort to provide the basis for the solution design consulting. Understanding how an IWMS system functions out-of-the-box allows for closer mapping of current business processes and best practice, thereby minimizing the potential for unnecessary customizations and/or costly configurations.

41. JLL will conduct 5 hours of remote immersion session per functional area (i.e. space management, move management, demand maintenance, preventive maintenance, etc.) that will provide a detailed look at the out-of-the-box IWMS features and functionality:

42. Compliance Management

43. Waste Management

44. In preparation for and prior to the immersion session(s), JLL will set up an out-of-the-box instance of the IWMS solution for use in the immersion sessions, using generic sample data.

45. Qualifications/Exclusions.

46. It is the responsibility of CCD DPHE to provide a facility for CCD DPHE Project team members. The facility should have appropriate workstations with network connectivity to JLL's hosted servers. Additionally, Projection equipment should be available.

47. Billing Plan.

Deliverable will be invoiced as per the Billing Plan.

47.1 Deliverable – ARCHIBUS Solution Design Consulting.

The goal for this deliverable is to provide CCD DPHE with an opportunity to share and review their current IWMS-related processes and systems with JLL and colleagues, and to capture the solution requirements for the system being implemented. CCD DPHE will share gaps, issues, and pain points with the current processes and systems. JLL will gain an understanding of CCD DPHE's current state as well as future

goals and objectives to ensure that future scopes of work are well planned to maximize the utilization of the IWMS solution in CCD DPHE's environment. Any potential process analysis, alignment, and mapping will be included in this stage. JLL will then proceed to capture the required tasks, configurations, and customizations in order to achieve the desired solution.

48. Deliverables will include.

49. Two JLL ARCHIBUS experts (1 solutions consultant, 1 technical consultant) will conduct up to 10 hours of remote workshops to collaborate with key CCD DPHE stakeholders, subject matter experts ("**SMEs**"), and other staff responsible for using and managing existing processes.

50. A kick-off conference between JLL and CCD DPHE to discuss in further detail the topics and types of information that will be necessary to be covered in the remote session. This conference call will drive the development of the detailed formal agenda and information checklists for the meetings as required.

51. JLL will develop high level checklists for information requirements that need to be prepared by CCD DPHE in advance of the planning sessions.

52. Review of goals and objectives of the IWMS solution.

53. The CCD DPHE to review the findings from the consulting sessions to ensure that all requirements have been captured accurately. An acceptance step will be required by the CCD DPHE prior to solutioning.

54. JLL will conduct the planning session in accordance with the agenda to gather the necessary information for JLL to start formulating the artifacts needed as part of the solution design. The planning session will generally cover the following topics and will be performed via conference call meetings:

55. Compliance Management

56. Waste Management

57. Qualifications/Exclusions.

58. The consulting sessions must be orchestrated and controlled by the CCD DPHE primary contact(s) as well as JLL to ensure that time is managed effectively and that the interaction among team members is conducive to effective communication.

59. In advance of the planning sessions, CCD DPHE will provide JLL with any documents developed by the CCD DPHE team that are relevant to the topics being discussed (requirements documentation, reference documents, Project/department organization chart, Project charter, process flow designs, data feeds, etc.)

60. Billing Plan.

Deliverable will be invoiced as per the Billing Plan.

60.1 Deliverable – ARCHIBUS Solution Design and Documentation.

JLL will create a solution design based on the requirements captured from the solution design consulting engagement. This solution design will then be documented and become the blueprint for all changes that will need to be made to the application in order to satisfy the captured requirements.

61. JLL will deliver a solution design document detailing the following:

62. General description and functionality of the proposed solution for the application

63. The overall scope of the work required for the Project to be completed

64. Description of all necessary application configuration efforts to satisfy requirements from the consulting engagement

65. Description of all necessary application customization and development efforts to satisfy requirements from the consulting engagement

A technical document will be produced outlining any proposed changes from the technical standpoint. This document will speak to the details of any net new database objects and application elements (views, reports, etc.) that will be required in order to support the overall solution.

66. Qualifications/Exclusions.

67. CCD DPHE will review the initial draft of the documentation and provide feedback as specified in the Project timeline. If no feedback is given within the timeframe established by the Project schedule it will be assumed that all designs and specifications are accepted and approved by CCD DPHE and the final draft of document will be delivered by JLL.

68. The solution design documentation will be used to instruct and drive the solution build phase of the Project.

69. Billing Plan.

Deliverable will be invoiced as per the Billing Plan.

69.1 Deliverable – ARCHIBUS Application Configuration.

70. JLL will configure the system based on the solution design document for the tasks listed below:

71. Authorization and Security Management. User access, security settings, and role management.

72. Navigation Configuration and Personalization. User navigation, menus, and user configuration.

73. Module Access and Setup. Enabling access and configuration of module ## and related background data

74. Dashboards and Metrics. Configuration of dashboards, alerts, metrics, and trends.

75. Application Administration. Administering SLAs, workflows, publishing, and other administrative background data

76. Notification. Email template configuration

77. Branding. Configuring color schemes, logos, and splash pages

78. Qualifications/Exclusions.

79. The configuration of additional screens, forms, dashboards, custom reports, interfaces, etc. above and beyond those provided in the solution design document will be handled on an hourly basis per the JLL scheduled rates as per the contract and subject to an approved change order under the change management process.

80. Requirements and solution design will be aligned with the current budget allocation for solution configuration. If the current budget allowance does not support the requirements and resulting solution design, the solution design scope will be reduced or a change order will be issued to JLL to increase the solution configuration allowance to meet the requirements of the approved solution. design

81. Billing Plan.

Deliverable will be invoiced as per the Billing Plan.

81.1 Deliverable – ARCHIBUS Application Development.

82. JLL will develop and configure the system based on the solution design document.

83. **JLL** will adhere to software development best practices reflected in the coding standards as established by **JLL** or those that are most consistent with the current software development standards per ARCHIBUS.

84. Software development methodology and build review cadence will be determined at the onset of the Project based on the type and scope of the Project.

85. **JLL** will maintain all development artifacts and subsequent revisions in a source code management system.

86. Qualifications/Exclusions.

87. The modification of additional screens, forms, dashboards, custom reports, interfaces, etc. above and beyond those provided in the solution design document will be handled on an hourly basis per the **JLL** scheduled rates as per the contract and subject to an approved change order under the change management process.

88. Requirements and solution design will be aligned with the current budget allocation for solution configuration. If the current budget allowance does not support the requirements and resulting solution design, the solution design scope will be reduced or a change order will be issued to **JLL** to increase the solution configuration allowance to meet the requirements of the approved solution design.

89. Billing Plan.

Deliverable will be invoiced as per the Billing Plan.

89.1 Deliverable – ARCHIBUS Quality Control Testing and Defect Resolution.

90. **JLL** will be administering quality control measures at various milestones throughout the development lifecycle. The execution of these quality control efforts can be depicted in the following major initiatives:

91. **JLL** to conduct quality control testing for all elements that have reached completion, and ready for promotion.

92. **JLL** to conduct testing to ensure that the feature set or results are in alignment to what was defined in the solution design document.

93. All defects will be resolved and re-tested.

94. **JLL** will declare the solution to have passed its internal quality control before packaging the deliverables to be promoted and deployed unto another environment or workspace.

95. Qualifications/Exclusions.

96. Quality control efforts differs from the user acceptance testing in its method, approach, and audience.

97. Billing Plan.

Deliverable will be invoiced as per the Billing Plan.

97.1 Deliverable – ARCHIBUS Internal System Testing and Quality Assurance.

98. **JLL** will conduct system and application testing for deployed environments. The system testing will follow the user acceptance testing plan to ensure operability and readiness for user acceptance testing.

99. **JLL** will also include the following items as part of the system testing and quality assurance, but may vary based on the type of Project and its accompanying services.

100. General Access and Login

101. Click-test on Customized View

102.   Focus on Critical Functions/Features

103.   Focus on Critical Workflows/Business Processes

104. JLL will resolve any defects through corrective measures or acceptable mitigation efforts.

105. JLL will deliver an environment that is user acceptance testing ready.

106.   Qualifications/Exclusions.

107. Unless otherwise stated, system testing and quality assurance will not be performed on custom components developed outside of JLL's scope.

108.   Billing Plan.

Deliverable will be invoiced as per the Billing Plan.

108.1 Deliverable – ARCHIBUS User Acceptance Testing and Defect Resolution.

JLL will develop a user acceptance testing ("**UAT**") plan to facilitate the user acceptance testing process and ensure that the solution adheres to the deliverables as outlined in the solution design documentation.

109.   The test plan will define the approach on how the testing will be conducted. This plan will also help identify key configurations that are outlined in the solution design documentation, its pass-fail criteria, and any corrective actions or mitigation efforts as required. The UAT plan will include the following sections.

110. UAT definition and approach

111. Definition of items for testing:

112.   Functions/Features

113.   Workflows/Business Processes

114. Pass-Fail criteria for items identified

115. Action or mitigation from the results of items tested

116. Acceptance criteria qualifications/exclusions

117. Defect tracking methodology and communication

118. JLL will execute the user acceptance testing based on the user acceptance testing plan or, if one does not exist, on the requirements in the solution design document.

119. JLL will resolve any defects through corrective measures or acceptable mitigation efforts.

120. JLL will track and communicate the outcome and actions of all test candidates.

121.   Qualifications/Exclusions.

122. CCD DPHE will review and approve the UAT plan before testing activities take place.

123. It is the expectation that the Customer complies in the usage of the tools and standards that accompanies the UAT process as defined by JLL.

124. Unless otherwise stated, all out-of-the-box ARCHIBUS features and functionalities outside the scope of the solution design document will not be considered as test candidates against the UAT plan.

125. JLL will separate defects from enhancement requests and record them for future consideration.

126. Unless otherwise stated, all UAT will not be performed on custom components developed outside of CCD DPHE's scope.
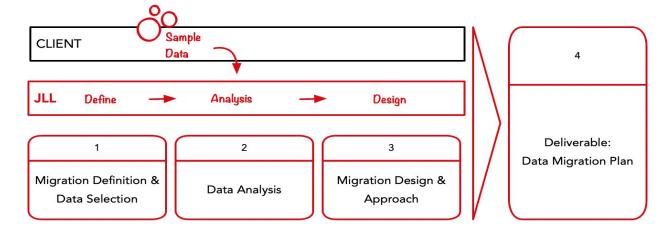
127. Billing Plan.

Deliverable will be invoiced as per the Billing Plan.

127.1 Deliverable – ARCHIBUS Deployment to Production.

128. JLL will deploy the application and its configuration on the production environment:

129. JLL will install the application package and all system modifications into the production environment with the goal of ensuring that the deployment procedures and steps are adhered.

130. Following the installation and configuration of the production environment, JLL will perform a basic access and login test to ensure application's readiness.

131. Billing Plan.

Fixed fee billing of 100 percent for this deliverable will be initiated upon completion of the deployment in the production environment.

131.1 Deliverable – ARCHIBUS Data Migration Plan.

132. The data migration plan will provide the necessary framework to help instruct and support the efforts towards a successful data migration Project. This plan will describe the strategy, preparation, and specifications for migrating data from source system(s) to the Archibus system. The following diagram outlines some of the key steps required in the development of this migration plan:

133. The development of this plan will be supported by the following activities:

134. CCD DPHE will provide JLL with samples of the source data intended for migration (excel document format).

135. CCD DPHE will provide an account of the data sources' architecture and the inter-relationships amongst the data entities of concern.

136. If data transformation or additional logic is required as part of the migration, this too will be considered and documented.

137. JLL will agree to migrate the data from the following areas:

138. Legislation information

139. Waste stream information

140. Access database information & document attachments

141. JLL will produce a data migration plan that will address the following:
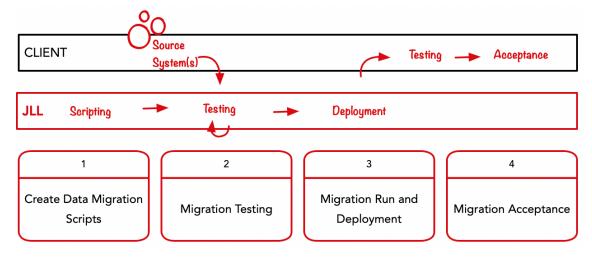
142. Dataset(s) to be migrated.

143. Methodology employed for the migration.

144. The mapping and data alignment required between the source and the destination.

145. The instruction set for additional data normalization if required.

146. Data transformation if required.

147. Overall approach and journey of the migration from start to finish.

148. Qualifications/Exclusions.

149. CCD DPHE will provide the appropriate resource(s) familiar with all source system data. This resource will act in the role of a subject matter expert and assist JLL in their discovery and understanding of all source system data.

150. CCD DPHE will review and approve the data migration plan prior to the data migration build or any related data migration activities.

151. Sample Data Collection:

152. The samples to be collected from CCD DPHE will be in a microsoft excel document format. each table should be represented in their own respective worksheet of the microsoft excel document.

153. The samples to be collected from CCD DPHE are expected to be normalized. The requirements for data normalization include:

154. Eliminate redundant data records

155. Eliminate poor, inconsistent, or incorrect naming convention

156. Target columns that are denoted as unique identifiers must contain unique values

157. Target columns that references another field from another table must have a match

158. Target columns that are not allowed blanks must not contain blanks

159. Data must not exceed the allowable length of the target column

160. Data type must match the declared type of the target column

161. Microsoft excel is not a relational database and does not enforce referential integrity. JLL will do its best to provide templates with dropdowns and validated fields to ensure the consistency of the data loaded in these spreadsheets, but the inherent limitations of excel may result in data inconsistencies.

162. It will be CCD DPHE's responsibility to resolve any issue with the data provided in the templates in a reasonable amount of time as to not impact the timeline.

163. Billing Plan.

Fixed fee billing of 100 percent for this deliverable will be initiated upon delivery of the data migration plan.

163.1 Deliverable – ARCHIBUS Data Migration Build and Deployment.

The data migration scripts will be created based upon the design and approach outlined in the data migration plan. The migration scripts will be ran and tested on the staging environment prior to its deployment on the production environment.

164. The following diagram outlines some of the key steps in the development of the data migration scripts and its deployment based on the data migration plan:

165. Data Migration Scripts.

166. JLL to produce a set of data migration scripts based on the data migration plan.

167. Migration Testing.

168. JLL will execute the migration scripts against the data from the source system(s).

169. CCD DPHE will provide data from their source system(s) in one of the following acceptable formats:

170. Excel Document Templates.

171. CCD DPHE will provide the completed microsoft excel templates with data that are normalized.

172. Dataset that exceeds 32,000 rows and/or 200 columns must be triaged outside of the excel document template method.

173. Database Method.

174. CCD DPHE will provide a copy of the database in either oracle or sql server format, in a version that is compatible with JLL's current database infrastructure.

175. ARCHIBUS Connector.

176. CCD DPHE to provide connection information and assist with the connection and access to the source system(s).

177. External File Objects.

178. CCD DPHE to provide the objects, or access to the location where these objects are housed.

179. Data Migration Run on Staging.

180. JLL to perform a data migration run on the staging environment

181. JLL to conduct internal quality control testing

182. JLL to resolve issues identified

183. JLL to rerun data migration and re-validate (if required)

184. Dry Run.

185. JLL to perform a data migration run on the development environment

186. JLL to conduct user acceptance testing

187. JLL to resolve issues identified

188. JLL to rerun data migration and re-validate (if required)

189. Production Run.

190. JLL to perform a data migration run on the production environment

191. JLL to perform validation of data migration

192. CCD DPHE to provide validation and acceptance

193. Qualifications/Exclusions.

194. CCD DPHE will provide the appropriate resource(s) familiar with all source system data. This resource will act in the role of a subject matter expert and assist JLL in their discovery and understanding of all source system data.

195. JLL is not responsible for the quality of the data. If during the migration process JLL identifies quality issues with the source data provided by CCD DPHE, JLL will identify this as a risk for the Project and request a decision from CCD DPHE on whether the migration should continue or if a remediation plan should be implemented under the change management process.

196. CCD DPHE agrees not to alter the integrity of the templates provided by JLL as this may result in difficulties when importing the data.

197. JLL will be available to support CCD DPHE in staging of data and/or manual data entry on a time and materials basis under the terms of a separate JLL support services Agreement.

198. If there are business requirements that require updates to the ARCHIBUS database schema, those customizations will be completed during the build phase of the deployment. Only data called out from the Data Migration Plan will be imported or migrated for this deliverable.

199. JLL will perform a comparative analysis of the data provided by CCD DPHE and the data migrated into IWMS. counts of records in each table and counts of populated fields will be compared with the quantity of data provided for the migration to ensure that all data migrated successfully.

200. Normalization of source system data: Unless stated otherwise in the data migration plan or in the solution design document, it will be CCD DPHE 's responsibility to ensure that their data sources, or the delivery of their data, are normalized. The requirements for normalization include:

201. Eliminate redundant data records

202. Eliminate poor, inconsistent, or incorrect naming convention

203. Target columns that are denoted as unique identifiers must contain unique values

204. Target columns that references another field from another table must have a match

205. Target columns that are not allowed blanks must not contain blanks

206. Data must not exceed the allowable length of the target column

207. Data type must match the declared type of the target column

208. Any data which cannot be migrated will be provided to CCD DPHE with an explanation of the issue for CCD DPHE analysis and resolution.

209. JLL defines data quality control as the process of ensuring that the data that was migrated from an existing source to IWMS presents at least the same level of quality after the migration has been executed.

210. Billing Plan.

Fixed fee billing of 100 percent for this deliverable will be initiated upon completion of data migration.

210.1 Deliverable – ARCHIBUS Prepare Training Documentation.

211. JLL will document the below functional areas using the out-of-the-box Archibus Training which will be used by the end-users based on the solution design document.

212. The documentation will be made available in Microsoft PowerPoint / Microsoft Word format.

213. JLL will provide a sample of the documentation for CCD DPHE's review and acceptance prior to the start of documentation.

214. The procedures will be written in a step-by-step fashion to walk users through the processes:

215. Waste Management

216. Compliance Management

217. Service Desk

218. Qualifications/Exclusions.

219. CCD DPHE will be responsible for additional document development beyond the procedures and functional areas listed above.

220. Documentation is not positioned to address existing out-of-the-box features and functionalities unless stated in the solution design documentation.

221. Additional procedure development will require execution of a change order or work release under an additional JLL support services Agreement.

222. Billing Plan.

Deliverable will be invoiced as per the Billing Plan.

222.1 Deliverable – ARCHIBUS Train-the-Trainer Classes.

223. JLL will schedule training classes with CCD DPHE.

224. JLL will provide a class outline prior to the training sessions.

225. JLL will conduct the following IWMS train-the-trainer classes:

226. Compliance Management: 4 hours

227. Waste Management: 4 hours

228. Service Desk: 4 hours

229. Qualifications/Exclusions.

230. JLL recommends one trainer for every 6 users to maintain proper pace during training. JLL can provide an additional trainer for larger class sizes at an additional fee.

231. It is the responsibility of CCD DPHE to provide a training facility and individual computers for trainees. The training facility should have appropriate PC and network connectivity for all trainees and the JLL trainer. Additionally, Projection equipment should be available. It is recommended that each user have a PC for hands-on experience.

232. This deliverable does not include Customer specific documentation

233. Billing Plan.

Deliverable will be invoiced as per the Billing Plan.

233.1 Deliverable – ARCHIBUS System Administrator Training.

234. JLL to schedule training classes with CCD DPHE

235. JLL will provide a class outline prior to the training sessions.

236. JLL will conduct the following IWMS system administrator training classes:

237. IWMS Administration: 8 hours

238. Qualifications/Exclusions.

239. JLL recommends one trainer for every 6 users to maintain proper pace during training. JLL can provide an additional trainer for larger class sizes for an additional fee.

240. It is the responsibility of CCD DPHE to provide a training facility and individual computers for trainees. The training facility should have appropriate PC and network connectivity for all trainees and the JLL trainer. Additionally, Projection equipment should be available. It is recommended that each user have a PC for hands-on experience.

241. This deliverable does not include Customer specific documentation.

242. Billing Plan.

Deliverable will be invoiced as per the Billing Plan.

242.1 Deliverable – ARCHIBUS Hypercare.

JLL will provide 8 hours of support to users after the go-live to make sure that the solution is used as designed and that it supports the business objectives outlined in the solution design document.

243. Hypercare will consist of.

244. Resolution of high-priority / emergency defects.

245. Ad-hoc support to primary users to address functionality questions.

246. Scheduled meetings to review concerns and answer questions.

247. Qualifications/Exclusions.

Hypercare will be provided remotely by phone and Microsoft Teams.

248. Billing Plan.

Deliverable will be invoiced as per the Billing Plan.

248.1 Deliverable – ARCHIBUS Contingency Budget.

249. Most deliverables under this statement of work are provided as fixed fee deliverables for a scope that will not be completely defined until the solution design document is reviewed and approved by CCD DPHE. In order to address the inherent risk linked to the uncertainty at this stage of the process, a contingency budget has been included to cover any requirements expressed by CCD DPHE that exceed the initial understanding and assumptions that were used to develop this statement of work, such as unforeseen module modifications or enhancements, additional data migration and testing support, and addition of future newly acquired CCD properties.

250. Qualifications/Exclusions.

251. All requirements will be reviewed by both CCD DPHE and prior to proceeding

252. Billing Plan.

253. Time and Materials will be billed at the rates identified in Appendix on a monthly basis for hours logged to this deliverable by staff. A NOT TO EXCEED amount is indicated in the Pricing Section of this statement of work.

253.1 Deliverable – ARCHIBUS JLL Technical Support Maintenance.

254. JLL will provide a technical support level software maintenance plan to provide ongoing software, system, and user support for the term of the maintenance plan. As a JLL technical support software maintenance plan member you will receive the following ARCHIBUS-related support from JLL:

255. Unlimited Phone Support for System Troubleshooting.

256. Access to JLL's technical support engineers via phone or web for resolution of system problems or errors directly related to the functions of ARCHIBUS:

257. Application server (Apache Tomcat)

258. Database server (Oracle or MS SQL server)

259. Web Central, Smart Customer, and ARCHIBUS Extensions

260. Access to JLL's technical support engineers via phone or web to ask questions related to application end use functionality for the following applications:

261. Condition Management

262. Waste Management

263. Qualifications/Exclusions.

264. Assumes CCD DPHE's software is standard out-of-the-box ARCHIBUS or was configured/modified by JLL.

265. JLL's standard technical support hours are monday through friday, 7:00 am to 7:00 pm Central Time Zone (UTC -06:00):

266. + 1 888 391 9166 / US and Canada

267. + 61 1 800 952 353 / Australia

268. + 44 809 196 4783 / UK

269. Email: support-ds@am.jll.com

270. Excludes technical support for Customer created programmatic functions including workflow, javascript, xml, and java. JLL offers additional support programs for programmatic technical support, mentoring, and training.

271. Excludes technical support for configuration of on-premise server environments. Examples include SSL configuration and virtual machine configuration.

272. End use support is defined as support for ARCHIBUS views and functions available within Smart Customer, Web Central, AutoCAD, and Revit (as they relate to the use of ARCHIBUS).

273. Billing Plan.

100 percent of the annual fee associated with the JLL technical support maintenance plan will be billed upon receipt of CCD DPHE's purchase order.

Travel expenses for on-site services are billable to CCD DPHE at direct cost and are not included in the technical support maintenance plan fee.

273.1 Assumptions – Archibus Term Based (60 months) Subscription.

274. Archibus Term Licenses Renewals.

- JLL will provide CCD DPHE with renewal pricing 120 days prior to their renewal date. CCD DPHE has up to 30 days before their renewal date to inform JLL of any licensing changes, or cancellation of renewal via email **if CCD DPHE does not provide notice of changes or cancellation, then the Term licenses will be automatically renewed.**

SCHEDULE.

Proposed Billing Schedule						
Deliverable	Total Amount	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24
Project Management	$27,520.00	$5,504	$5,504	$5,504	$5,504	$5,504
Pre-Design IWMS Immersion Sessions	$2,150.00	$2,150				
Solution Design Consulting	$2,150.00	$2,150				
Solution Design Documentation	$6,450.00	$6,450				
Base Application Configuration	$22,360.00		$22,360			
Application Development	$6,880.00		$6,880			
Quality Control Testing & Defect Resolution	$1,720.00		$1,720			
Internal System Testing & Quality Assurance at JLL	$1,720.00		$1,720			
User Acceptance Testing & Defect Resolution	$25,800.00			$25,800		
Deployment to Production	$1,720.00			$1,720		
Data Migration Plan	$6,880.00			$6,880		
Data Migration Build and Deployment	$12,040.00			$12,040		
Prepare Training Documentation	$3,870.00				$3,870	
Train the Trainer Training Classes	$4,500.00				$4,500	
System Administrator Training	$3,000.00				$3,000	
Hypercare	$1,720.00				$1,720	
Total Pricing Summary	$130,480.00	$16,254	$38,184	$51,944	$18,594	$5,504

This proposed project billing schedule is an example and will be refined based on the initial kick-off.

275. **PRICING.**

275.1 **Archibus software pricing is included for 4 optional renewal periods. Annual license cost increase will be 10% per year.**

JLL Products and Services Pricing Summary						
Deliverable(s)	Summary Description	Year 1	Year 2	Year 3	Year 4	Year 5
1	ARCHIBUS Software Price Sub Total:	$27,591	$30,350	$33,385	$35,054	$36,807
2	JLL Technical Enterprise Services Sub Total:	$195,480				
	Project Management	$27,520				
	Solution Design	$10,750				
	Solution Build	$30,960				
	Solution Testing & Deployment	$29,240				
	Data Population	$18,920				
	Training & Go Live Assistance	$13,090				
-	Contingency Bucket for other tasks/services	$65,000				
3	JLL Support Services:	$8,789	$8,789	$8,789	$8,789	$8,789
	Grand Total:	$231,860	$39,139	$42,174	$43,843	$45,596
	Total Cost Over 5 Years:					$402,610

Item	Description	Units	Term Unit Rate	Quantity	Term Software Price
26-ENV-E	Web Central Environments	Each	$3,066	1	$3,066
26-PRPTL-WEBC-COMPMGMT250	Compliance Management for up to 250 Concurrent Users	Each	$6,356	1	$6,356
26-PRPTL-WEBC-WM250	Waste Management for up to 250 Concurrent Users	Each	$6,356	1	$6,356
26-PRPTL-WEBC-SD	Service Desk	Each	$6,356	1	$6,356
26-PRPTL-ACP-25	ACPs - 25 Concurrent User Package	Each	$5,457	1	$5,457

ARCHIBUS Web Software Sub Total: $27,591

276.MISCELLANEOUS.

276.1 Warranty. The following warranty will apply to all services: JLL warrants solely that the services will be performed with reasonable skill and care and substantially in accordance with the specifications described in each deliverable in this SOW. Unless otherwise agreed to in this statement of work, Customer's sole and exclusive remedy and JLL's entire obligation hereunder will be to perform or re-perform the services that are the subject of a claim. Customer will notify JLL of warranty claim when the issue arises but not later than 60 days after the invoice date to fall within the parameters of the warranty.

276.2 Change Order. In the event that any services or products not included in this statement of work are requested by Customer or if a deliverable contained herein is altered, a change order will be processed. This change order will outline the new scope of work, duration, impacts to current timeline, and costs. Customer agrees to follow the change order process.

Appendix

JLL Rate Schedule

US Rates for this Proposal	Project Manager	Application Analyst	Technical Architect	Developer	CAD/CAFM Specialist
	$ 215.00	$ 215.00	$ 250.00	$ 215.00	$ 100.00

Archibus AWS Hosting Infrastructure Service Level Agreement (SLA)

Client Name	City and County of Denver
Client Contact	
Email Address	
Hosting Services Period/Term	60 months
Production	Application Hosting Services for Archibus®
Services Agreement	Services Agreement dated _____
Effective Date	

This Hosting Infrastructure Service Level Agreement ("**SLA**") governs the use of JLL Managed Servers between JLL ("**JLL**", "**us**" or "**we**") and our Clients ("**Client**" or "**you**"). This SLA applies separately to each Services Agreement. This SLA shall supersede the Services Agreement, for the Hosting Services only. We reserve the right to change the terms of this SLA in accordance with the executed Agreement.

Article 1—Services.

JLL will provide you with the use of the hardware and software set forth above and the support services set forth in this SLA (collectively, the "Services"), solely for the purpose of hosting the Client's subscription to the Archibus software. All other hardware and software, as defined in the Archibus system requirements provided by JLL, shall be the responsibility of the Client.

JLL reserves the right to modify any Service from time to time; provided that Client may terminate a Service without penalty in the 30 days following notice from JLL of the implementation of any change to a Service that has a material adverse effect on the functionality of that Service, if JLL fails to correct the adverse effect in the 30 days following Client's written notification to JLL of such effect. JLL, its affiliates, or subcontractors may perform some or all of JLL duties and/or obligations hereunder.

Article 2—Client Responsibilities.

Client must obtain from JLL a valid Archibus license sufficient for the number of authorized concurrent users to use the Archibus Software. Unless stated in an Agreement, the Client shall install and maintain the client portion of the Archibus and Autodesk AutoCAD Software, and all additional client software as defined in the specifications listed by JLL on the Client's Authorized Workstations. Client is responsible for establishing and maintaining its Internet connection necessary to access and use the Services. All use of the Services must comply with the user policies established by JLL from time to time, AWS acceptable use policy is attached hereto as AWS Appendix ("Policy"). JLL reserves the right to amend the Policy from time to time, effective upon notice to Client.

JLL reserves the right to suspend the Services or terminate this SLA effective upon notice for a violation of the Policy.

Article 3—Service Commitment.

JLL will use commercially reasonable efforts to make JLL Hosting Services available with an Annual Uptime Percentage (defined below) of at least 99.95% during the Service Year. In the event JLL Hosting Services does not meet the Annual Uptime Percentage commitment, you will be eligible to receive a Service Credit as described below.

Article 4—Definitions.

"Service Year" is the preceding 365 days from the date of an SLA claim.

"Annual Uptime Percentage" is calculated by subtracting from 100% the percentage of five-minute periods during the Service Year. If you have been using JLL Hosting Services for less than 365 days, your Service Year is still the preceding 365 days but any days prior to your use of the service will be deemed to have had 100% Availability.

Any downtime occurring prior to a successful Service Credit claim cannot be used for future claims. Annual Uptime Percentage measurements exclude downtime resulting directly or indirectly from any JLL Hosting Services SLA Exclusions (defined below).

Article 5—Service Commitments and Service Credits.

If the Annual Uptime Percentage for a Client drops below 99.95% for the Service Year, that Client is eligible to receive a Service Credit equal to 10% of their bill for the Eligible Credit Period. To file a claim, a Client does not have to wait 365 days from the day they started using the service or 365 days from their last successful claim. A Client can file a claim any time for their Annual Uptime Percentage over the trailing 365 days drops below 99.95%.

We will apply any Service Credits only against future JLL Hosting Services payments otherwise due from you. Service Credits shall not entitle you to any refund or other payment from JLL. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar ($1 USD). Service Credits may not be transferred or applied to any other account.

Article 6—Credit Request and Payment Procedures.

To receive a Service Credit, you must submit a formal request to JLL. To be eligible, the credit request must (i) include your production server's URL in the subject of the email message; (ii) include, in the body of the email, the dates and times of each incident of unavailability that you claim to have experienced; and (iii) be received by us within thirty (30) business days of the last reported incident in the SLA claim. If the Annual Uptime Percentage of such request is confirmed by us and is less than 99.95% for the Service Year, then we will issue the Service Credit to you within one billing cycle following the month in which the request occurred. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

Article 7—Term and Termination.

The initial term of this SLA shall commence on the Effective Date and shall continue for the period specified above as the "Initial Term." Upon expiration of an Initial Term, this SLA shall automatically renew for additional terms of one (1) year each (each a "Renewal Term"), at JLL's option, unless Client provides JLL with written notice of its intent not to renew no later than sixty (60) days prior to the end of the Initial Term or then current Renewal Term. Payment for the Renewal Term shall be made by Client prior to expiration of the current agreement. JLL shall notify Client in writing of any change in the fees for this agreement at least ninety (90) days prior to expiration of the current agreement. This SLA also shall terminate immediately upon JLL's receipt of notice from the manufacturer (Archibus, Inc.) or subsequent licensor of the Archibus Software that Client's license for the Archibus Software has terminated. Either party may terminate this SLA for Cause. "Cause" shall mean a breach by the other party of any material provision of this SLA or the Agreement, provided that written notice of the breach has been given to the breaching party, and the breach has not been cured within thirty (30) days after delivery of such notice. In addition, JLL shall have the right to terminate this SLA immediately, in the event that Client ceases to do business in the normal course, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) days, or makes an assignment for the benefit of its creditors. In the event of termination of this SLA other than by Client for Cause prior to the expiration of the applicable Initial Term set forth above, Client shall not be entitled to a refund of any portion of the service fee(s) paid to JLL and shall be obligated to pay JLL for the remainder of any service fees that otherwise would be due from Client for the remainder of the Initial Term.

Article 8—Limitation of Damages.

EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL EITHER PARTY OR ANY OF JLL'S SUPPLIERS OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST REVENUE, OR LOST DATA), NOR SHALL JLL'S SUPPLIERS OR LICENSORS BE LIABLE FOR DIRECT DAMAGES TO THE EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL JLL'S AGGREGATE LIABILITY IN CONNECTION WITH THIS SLA FOR ALL CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE) EXCEED THE AMOUNTS PAID TO JLL FOR THE SERVICES GIVING RISE TO A CLAIM IN THE TWELVE MONTHS PRECEDING THE DATE OF SUCH CLAIM. Client agrees and acknowledges that it is in a better position to foresee and evaluate any potential damage or loss it may suffer in connection with the Services and that the fees payable under this SLA have been calculated on the basis that JLL shall exclude liability as provided in this Section.

Article 9—Confidential Information.

Commencing on the date Client executes this SLA and continuing for a period of three (3) years from the termination of this SLA, each party shall protect as confidential, and shall not disclose to any third party without the disclosing party's written consent, any Confidential Information received from the disclosing party or otherwise discovered by the receiving party during the term of this SLA, including, but not limited to, the pricing and terms of this SLA, and any information relating to the disclosing party's technology, business affairs, marketing or sales plans, and any non-public information regarding the performance of the Services (collectively the "Confidential Information"). The parties shall use Confidential Information only for the purpose of this SLA and shall only disclose Confidential Information to affiliates, employees, subcontractors or advisors under a similar obligation of confidentiality. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (i) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (ii) is, or becomes publicly known, through no wrongful act or omission of the receiving party; (iii) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (iv) is developed independently by the receiving party without reference to the Confidential Information, or (v) is required to be disclosed by law, regulation, or court or governmental order, however, the party subject to such law, regulation or court or governmental order shall use reasonable efforts to minimize such disclosure and shall notify the other party contemporaneously of such disclosure.

Article 10—Data Ownership; Loss.

All data created or transmitted by Client and stored on JLL servers as part of the Services ("Client Data") shall at all times be owned by Client. Except as instructed by Client directly or through instructions provided to the servers through Client's use of the Archibus, and/or OSIS Software, JLL shall treat Client Data as Confidential Information.

Upon termination or cancellation of this SLA for any reason, JLL shall return all Client Data to Client in the file format used by the Database Software. JLL shall perform a nightly backup of all Client Data and retain such Database backups for 15 days. JLL shall not be liable to Client or any third party, for loss, destruction or corruption of Client Data, except to the extent caused by the negligent or willful acts or omissions of JLL. Client agrees and acknowledges that the fees payable under this SLA have been calculated on the basis that JLL shall exclude liability as provided in this Section.

Article 11—Security.

All access to the Services shall be controlled by usernames and passwords issued by JLL to Client from time to time upon request by Client. Each username and password will be unique to each staff member that Client designates is authorized to access the Services. Client is solely responsible for the security of the usernames and passwords issued to Client's staff members. Any access to the Services using such usernames and passwords will be deemed access by Client, except where access is the result of unauthorized disclosure of usernames and passwords by the negligent or willful act of JLL. Upon request by Client, JLL will either (i) obtain (at Client's sole cost and expense) and install a digital secured server certificate for Client or (ii) install a digital secured server certificate provided by Client.

Article 12—Force Majeure.

JLL shall not be deemed to be in default of any provision of this SLA or be liable for any delay or failure in performance due to Force Majeure, which shall include without limitation acts of God, earthquake, weather conditions, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, malicious or criminal acts of third parties, or other occurrences which are beyond JLL's reasonable control.

Article 13—JLL Hosting Services SLA Exclusions.

The Service Commitment does not apply to any unavailability, suspension, or termination of a server requested by you, or any other JLL Hosting Services performance issues: (i) caused by factors outside of our reasonable control, including any force majeure event or Internet access, or related problems beyond the demarcation point of the data center; (ii) that result from any actions or inactions of you or any third party; (iii) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (iv) that result from any pre-scheduled maintenance windows (for which JLL retains an off-hours nightly window not to exceed 15 minutes which is used for data back-ups and general maintenance). If availability is impacted by factors other than those explicitly listed in this SLA, we may issue a Service Credit considering such factors in our sole discretion.

AWS Appendix

AWS Acceptable Use Policy
Last Updated: July 1, 2021

This Acceptable Use Policy ("Policy") governs your use of the services offered by Amazon Web Services, Inc. and its affiliates ("Services") and our website(s) including http://aws.amazon.com ("AWS Site"). We may modify this Policy by posting a revised version on the AWS Site. By using the Services or accessing the AWS Site, you agree to the latest version of this Policy.

You may not use, or facilitate or allow others to use, the Services or the AWS Site:
- *for any illegal or fraudulent activity;*
- *to violate the rights of others;*
- *to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm;*
- *for any content or activity that promotes child sexual exploitation or abuse;*
- *to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device;*
- *to distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or "spam").*

Investigation and Enforcement

We may investigate any suspected violation of this Policy, and remove or disable access to any content or resource that violates this Policy. You agree to cooperate with us to remedy any violation.

When determining whether there has been a violation of this Policy, we may consider your ability and willingness to comply with this Policy, including the policies and processes you have in place to prevent or identify and remove any prohibited content or activity.

Reporting of Violations

To report any violation of this Policy, please follow our abuse reporting process.

JLL Technologies.

JLL | 33845 Treasury Center | Chicago, IL 60694

EXHIBIT B - CERTIFICATE OF INSURANCE

ACORD®	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY) 02/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. 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	CONTACT NAME:		
MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036	PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
CN102841098-GC-$1M/2-23-24	INSURER A : Endurance Assurance Corporation		11551
INSURED Jones Lang LaSalle Americas, Inc. c/o Risk Management 200 East Randolph Drive Chicago, IL 60601	INSURER B : Sompo America Insurance Company		11126
	INSURER C : Endurance American Insurance Company		10641
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES   **CERTIFICATE NUMBER:** NYC-011864959-06   **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**	X		GGP30000018903	11/15/2023	11/15/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B C	**AUTOMOBILE LIABILITY** X ANY AUTO	X		GAR30012852802 GUR30012657502	11/15/2023 11/15/2023	11/15/2024 11/15/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY [ ] X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER [ ]	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Contract Number #ESEQD-202371354

As required by written contract, The City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured with regards to commercial general liability and business auto.

CERTIFICATE HOLDER	CANCELLATION
City & County of Denver Dept. of Public Health & Environment Environmental Quality Division 101 W. Colfax Ave. Suite 800 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE *Marsh USA LLC*

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ACORD®	**CERTIFICATE OF LIABILITY INSURANCE** 1/1/2025	**DATE (MM/DD/YYYY)** 12/21/2023

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

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

PRODUCER Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME:		
	PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : LM Insurance Corporation		33600
INSURED 1342065 Jones Lang LaSalle Americas, Inc 200 E. Randolph Drive Chicago IL 60601	INSURER B : Liberty Insurance Corporation		42404
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES 1st   **CERTIFICATE NUMBER:** 20140034   **REVISION NUMBER:** XXXXXXX

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			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	☐ OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ **UMBRELLA LIAB** ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
A B A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A	Y	WA5-62D-094741-084 (AOS) WA7-62D-094741-104 (PR E.L) WC5-621-094741-094 (WI))	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	☒ PER STATUTE ☐ OTHER	
							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)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
Re: Contract Number #ESEQD-202371354. Remote IT services to the City and County of Denver located in Denver, Colorado.

A waiver of subrogation applies per written contract.

CERTIFICATE HOLDER	**CANCELLATION**
20140034 City & County of Denver Dept. of Public Health & Environment Environmental Quality Division 101 W. Colfax Ave. Suite 800 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. 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	CONTACT NAME:		
Aon Risk Services Northeast, Inc. New Jersey Office 44 Whippany Road, Suite 220 Morristown NJ 07960 USA	PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): 800-363-0105
	E-MAIL ADDRESS:		

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: Lexington Insurance Company	19437
Jones Lang LaSalle Americas, Inc. 200 East Randolph Drive Chicago IL 60601 USA	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 570104657835 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. **Limits shown are as requested**

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						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				☐ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	E&O - Professional Liability – Primary			029101876 Claims Made SIR applies per policy terms & conditions	04/01/2024	04/01/2025	Each Claim Annual Aggregate	$1,000,000 $1,000,000

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

The Professional Liability policy includes Cyber Liability. The limits as described above attach over Self-Insured Retentions held by Jones Lang LaSalle. RE: Remote IT services to the City and County of Denver located in Denver, Colorado - Contract #ESEQD-202371354.

CERTIFICATE HOLDER	CANCELLATION
City & County of Denver Dept. of Public Health & Environment Environmental Quality Division 101 W. Colfax Ave., Suite 800 Denver CO 80202 USA	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 *Aon Risk Services Northeast, Inc.*

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Holder Identifier :

Certificate No : 570104657835

EXHIBIT C, INFORMATION TECHNOLOGY PROVISIONS

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

1. **TECHNOLOGY SERVICES SPECIFICATIONS**
    1.1. **User ID Credentials**: Internal corporate or customer (tenant) user account credentials shall be restricted, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures, as follows:
        1.1.1. Identity trust verification and service-to-service application (API) and information processing interoperability (e.g., SSO and Federation);
        1.1.2. Account credential lifecycle management from instantiation through revocation;
        1.1.3. Account credential and/or identity store minimization or re-use when feasible; and
        1.1.4. Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expire able, non-shared authentication secrets).
    1.2. **Identity Management**: The City's Identity and Access Management ("IdM") system is an integrated infrastructure solution that enables many of the City's services and online resources to operate more efficiently, effectively, and securely. All new and proposed applications must utilize the authentication and authorization functions and components of IdM. Strong authentication is required for privileged accounts or accounts with access to sensitive information. This technical requirement applies to all solutions regardless of where the application is hosted.
    1.3. **Supported Releases**: The Contractor shall maintain the currency of all third-party software used in the development and execution or use of the Work with third-party vendor approved and supported releases, including, but not limited to, all code libraries, frameworks, components, and other products (e.g., Java JRE, code signing certificates, .NET, jQuery plugins, etc.), whether commercial, free, open-source, or closed-source. This includes any of the Contractor's controlled systems running on the City's network, including, but not limited to, any application, firewall, or other type of physical or virtual appliances.
    1.4. **Updates & Upgrades**: During the Term of this Agreement, to the extent applicable, the Contractor shall provide the City with copies of all new versions, updates, and upgrades of the On-Premise Software (collectively, "Upgrades"), without additional charge, promptly after commercial release. Upon delivery to the City, Upgrades will become part of the On-Premise Software and will be subject to the license and other terms of this Agreement applicable to such On-Premise Software. In addition, the Contractor shall ensure that SaaS receives all updates and upgrades the Contractor provides to its customers generally.

1.5. **<u>Compatibility with Third-Party Software</u>**: The Contractor acknowledges and agrees that the Work must integrate and operate compatibly with various third-party software products. The Contractor shall actively monitor and stay current on new version releases, updates, and changes made to any such third-party software that interfaces or integrates with the Contractor's Work. The Contractor shall ensure that its own products remain fully compatible with the most recent generally available versions of these third-party software components. Within ninety (90) days of the commercial release of a new generally available version of any interfacing third-party software, the Contractor shall complete all necessary testing, coding, and product updates to certify compatibility with the new version. The Contractor shall provide the updated and version-compatible products to the City at no additional cost. If the Contractor's Work is not compatible with the most current generally available third-party software versions required for operation, the City reserves the right to temporarily cease using the incompatible Work until the compatibility issue is resolved, without penalty or payment for a period of noncompliance. Under no circumstances shall the Contractor require the City to run old, non-current versions of third-party software to remain compatible with the Contractor's Work.

1.6. **<u>Adjustment of Licenses</u>**: The City may, at each anniversary date of this Agreement, increase or decrease the number of licenses it has purchased under this Agreement by giving written notice to the Contractor at least thirty (30) days prior to the anniversary date. The Contractor shall adjust the invoice for the next billing period based on the unit price per license specified in this Agreement. The City shall not reduce the number of licenses below the minimum quantity required under this Agreement.

1.7. **<u>Timing of Fees and Subscriptions</u>**: Notwithstanding any provision to the contrary: (i) no fees for maintenance of On-Premise Software or SaaS, including without limitation for Upgrades, will accrue before Go-Live (as defined below); and (ii) no period before Go-Live will be counted against the time covered by any maintenance period. In addition, no fees for use of SaaS will accrue before Go-Live, and no period before Go-Live will be counted against the time covered by any SaaS subscription fees. "Go-Live" refers to the earlier of Acceptance of the On-Premise Software or SaaS or the City's first use of the On-Premise Software or SaaS in production, other than a beta use or trial.

1.8. **<u>Performance Outside of the United States</u>**: The Contractor shall request written approval from the City to perform, or subcontract to perform, Services outside the United States. The City may approve or deny such request within the City's sole discretion. Any notice or term in any Exhibit provided to the City by the Contractor regarding performance outside the United States shall be deemed ineffective and void if the City has not granted prior written approval for such performance. This prohibition shall also apply to using, processing, transmitting, or maintaining City Data outside of the United States. Notwithstanding anything to the contrary contained in the Agreement, the City shall have no responsibility or obligation to comply with foreign data protection laws or polices, including, but not limited to, the General Data Protection Regulation of the European Union.

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

2. **<u>SECURITY AUDITS</u>**

   2.1. <u>Performance of Security Audits</u>: Prior to the Effective Date of this Agreement, the Contractor, will at its expense conduct or have conducted the following, and thereafter, the Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Security Breach: (i) a SSAE 18/SOC 2 Type 2 or other mutually agreed upon audit of the Contractor's security policies, procedures and controls; ii) a formal penetration test performed by qualified personnel of the Contractor's systems and facilities that are used in any way to deliver Work under this Agreement. The Contractor will provide the City an executive summary of the results of the above audits. In addition, the Contractor shall comply with the City's annual risk assessment and the results thereof.

   2.2. <u>Security Audit Results</u>: The Contractor will provide the City the summaries of the above audits, certifications, scans, and tests within ten (10) business days of the Contractor's receipt of such results... If additional funds are required to perform the tests required by the City that are not accounted for in this Agreement, the Parties agree to amend this Agreement as necessary.

3. **<u>DATA MANAGEMENT AND SECURITY</u>**

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

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

3.3. <u>Data Access and Integrity</u>: The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the applicable law and regulation as they relate to the Contractor's performance hereunder to ensure the security and confidentiality of City Data. The Contractor shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of data; restrict access to data as necessary; and ensure the proper and legal use of data. The Contractor shall provide the City with access, subject to the Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of City Data and evaluating security control effectiveness. The Contractor shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. Upon written request, the Contractor shall provide the City its policies and procedures to maintain the confidentiality of City Data.

3.4. <u>Response to Legal Orders for City Data</u>: If the Contractor is required by a court of competent jurisdiction or administrative body to disclose City Data, the Contractor shall first notify the City and, prior to any disclosure, cooperate with the City's reasonable requests in connection with the City's right to intervene, quash, or modify the legal order, demand, or request, and upon request, provide the City with a copy of its response. Upon notice, the City will promptly coordinate with the Contractor regarding the preservation and disposition of any City Data and records relevant to any current or anticipated litigation. If the City receives a subpoena, legal order, or other legal demand seeking data maintained by the Contractor, the City will promptly provide a copy to the Contractor. Upon notice and if required by law, the Contractor shall promptly provide the City with copies of its data required for the City to meet its necessary disclosure obligations.

3.5. <u>Mandatory Disclosures</u>: In addition to the requirements set forth herein, the Contractor shall provide the City with a copy of any disclosure the Contractor is required to file with any regulatory body as a result of a Security Breach or other incident that requires the Contractor to make such a disclosure, including but not limited to, required disclosures mandated by the Securities and Exchange Commission. If the contents of any such disclosure is protected by law, the Contractor

shall instead provide the City with prompt notice that it was required to make such a disclosure along with the name of the regulatory body requiring the Contractor to make such a disclosure.

3.6. **Data Retention, Transfer, Holds, and Destruction**: Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies as necessary to meets its obligations hereunder. All City Data shall be encrypted in transmission, including by web interface, and in storage by an agreed upon National Institute of Standards and Technology ("NIST") approved strong encryption method and standard. Upon the expiration or termination of this Agreement, the Contractor shall, as directed by the City, promptly return all City Data provided by the City to the Contractor, and the copies thereof, to the City or destroy all such City Data and certify to the City that it has done so; however, this requirement shall not apply to the extent the Contractor is required by law to retain copies of certain City Data. The Contractor shall not interrupt or obstruct the City's ability to access and retrieve City Data stored by the Contractor. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain City Data by shredding, erasing, or otherwise modifying the City Data in the paper or electronic documents to make it unreadable or indecipherable. The Contractor's obligations set forth in this Subsection, without limitation, apply likewise to the Contractor's successors, including without limitation any trustee in bankruptcy.

3.7. **Software and Computing Systems**: At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, or store, City Data received under this Agreement. The Contractor shall fully comply with all requirements and conditions, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, and enhancements or updates consistent with evolving industry standards The Contractor shall use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to, anti-virus and anti-malware protections. The Contractor shall ensure that any underlying or integrated software employed under this Agreement is updated on a regular basis and does not pose a security threat. Upon request, the Contractor shall provide a software bill of materials ("SBOM") annually or upon major changes to the solution(s) provided to the City under this Agreement. The Contractor shall provide a complete SBOM for the supported life of the solution(s). The Contractor shall monitor for security vulnerabilities in applicable software components and use a risk-based approach to mitigate any vulnerabilities.

3.8. **Background Checks**: The Contractor shall ensure that, prior to being granted access to City Data, the Contractor's agents, employees, Subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background

screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and applicable law, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data. If the Contractor has access to federal tax information ("FTI") under this Agreement, the Contractor shall comply with the background check requirements of IRS Publication 1075.

3.9. **Subcontractors**: If the Contractor engages a Subcontractor under this Agreement, the Contractor shall ensure its Subcontractors are subject to data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the Work provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its Subcontractor's compliance with the obligations of this Agreement and for any of its Subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the City Data disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentially of any disclosed data shall apply equally to both the Contractor and any of its Subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies. The Contractor shall ensure all Subcontractors sign, or have signed, agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force so long as the Subcontractor has access to any data disclosed under this Agreement. Upon request, the Contractor shall provide copies of those signed nondisclosure agreements to the City.

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

4. DISASTER RECOVERY AND CONTINUITY

4.1. The Contractor shall maintain a continuous and uninterrupted business continuity and disaster recovery program with respect to the Work provided under this Agreement. The program shall

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

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

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

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

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

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

5. DELIVERY AND ACCEPTANCE

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

representation or warranty contained in this Agreement, and payment of an invoice prior to Acceptance does not grant a waiver of any representation or warranty made by the Contractor.

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

6. **WARRANTIES AND REPRESENTATIONS**

6.1. Notwithstanding the acceptance of any Work, or the payment of any invoice for such Work, unless otherwise provided in a Scope of Work, the Contractor warrants that any Work provided by the Contractor under this Agreement shall be free from material defects and shall function as intended and in material accordance with the applicable Specifications. The Contractor warrants that any Work, and any media used to distribute it, shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function or technological means designed to disrupt, interfere with, or damage the normal operation of the Work and the use of City resources and systems. The Contractor's warranties under this Section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work.

6.2. Upon notice of any defect or material nonconformity, the Contractor shall submit to the City in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the City to ascertain the feasibility, risks, and impacts of each recommendation. The City's remedy for such defect or material non-conformity shall be:

    6.2.1. The Contractor shall re-perform, repair, or replace such Work in accordance with any recommendation chosen by the City. The Contractor shall deliver, at no additional cost to the City, all documentation required under this Agreement as applicable to the corrected Work or Deliverable; or

    6.2.2. The Contractor shall refund to the City all amounts paid for such Work, as well as pay to the City any additional amounts reasonably necessary for the City to procure alternative goods or services of substantially equivalent capability, function, and performance.

6.3. Any Work delivered to the City as a remedy under this Section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work. The duration of the warranty for any replacement or corrected Work shall run from the date of the corrected or replacement Work.

6.4. **Customization Services**: The Contractor warrants that it will perform all customization services, if any, in a professional and workmanlike manner. In case of breach of the warranty of the preceding sentence, the Contractor, at its own expense, shall promptly re-perform the

customization services in question or provide a full refund for all nonconforming customization services.

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

6.6. **Intellectual Property Rights in the Software**: The Contractor warrants that it is the owner of all Deliverables, and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property rights to the Deliverables in this Agreement without the further consent of any third party and without conditions or requirements not set forth in this Agreement. In the event of a breach of the warranty in this Section, the Contractor, at its own expense, shall promptly take the following actions: (i) secure for the City the right to continue using the Deliverable as intended; (ii) replace or modify the Deliverable to make it non-infringing, provided such modification or replacement will not materially degrade any functionality as stated in this Agreement; or (iii) refund 100% of the fee paid for the Deliverable for every month remaining in the Term, in which case the Contractor may terminate any or all of the City's licenses to the infringing Deliverable granted in this Agreement and require return or destruction of copies thereof. The Contractor also warrants that, as of the Effective Date of the Agreement, there are no pending or threatened lawsuits, claims, disputes, or actions: (i) alleging that any of the Work or Deliverables infringes, violates, or misappropriates any third-party rights; or (ii) adversely affecting any Deliverables or Services, or the Contractor's ability to perform its obligations hereunder.

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

7. **PAYMENT CARD INDUSTRY DATA SECURITY STANDARD COMPLIANCE**

7.1. If the Contractor is directly involved in the processing, storage, or transmission of cardholder data on behalf of the City as part of this Agreement, this Section shall apply. Any contractor who provides or has access to software, systems, hardware, or devices which process and/or interact

with payment card information or payment cardholder data must be compliant with the current version of the Payment Card Industry Data Security Standard (PCI DSS).

7.2. The Contractor covenants and agrees to comply with Visa's Cardholder Information Security Program (CISP), MasterCard's Site Data Protection Rules (SDP), and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations ("Association"), and further covenants and agrees to maintain compliance with the PCI DSS, SDP, and (where applicable) the Payment Application Data Security Standard (PA-DSS) (collectively, the "Security Guidelines"). The Contractor represents and warrants that all of the hardware and software components utilized for the City or used under this Agreement is now and will be PCI DSS compliant during the term of this Agreement. All service providers that the Contractor uses under this Agreement must be recognized by Visa as PCI DSS compliant. The Contractor further agrees to exercise reasonable due diligence to ensure that all of its service providers (as defined by the PCI Security Council), agents, business partners, contractors, Subcontractors, and any third party who may have access to credit card information under this Agreement maintain compliance with the Security Guidelines and comply in full with the terms and conditions set out in this Section. The Contractor further certifies that the equipment, as described herein, will be deployed in a manner that meets or exceeds the PA DSS and/or PCI certification and will be deployed on a network that meets or exceeds PCI standards. The Contractor shall demonstrate its compliance with PCI DSS by annually providing the City an executed Attestation of Compliance (AOC). The Contractor must provide verification to the City, prior to start up and ongoing annually during the term of this Agreement, that all modules of the Contractor's system(s) that interface with or utilize credit card information in any manner or form of collection are PCI DSS compliant. If the Contractor is a service provider involved in the processing, storage or transmission of cardholder data or sensitive authentication data (collectively "Data Handling") on behalf of the City that would result in Data Handling being included in the City's PCI scope through connected software or components, then the Contractor must provide a PCI Responsibility Matrix ("Matrix") to be attached to this Agreement as an exhibit. The Matrix must identify where responsibility resides for each PCI control requirement, whether it be with the Contractor, the City or shared by both. Any PCI control requirements that do not apply should be indicated along with any pertinent notes.

7.3. The Contractor shall not retain or store CAV2/CVC2/CVV2/CID or such data prohibited by PCI DSS subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind, the Contractor shall notify the City in writing consistent with the Security Breach response notification requirements of this Agreement, and shall provide, at the Contractor's sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.

7.4. If any Association requires an audit of the Contractor or any of the Contractor's Service Providers, agents, business partners, contractors, or Subcontractors due to a data security compromise event related to this Agreement, the Contractor agrees to cooperate with such audit. If as a result of an

audit of the City it is determined that any loss of information is attributable to the Contractor, the Contractor shall pay the City's reasonable costs relating to such audit, including attorney's fees. No review, approval, or audit by the City shall relieve the Contractor from liability under this Section or under other provisions of this Agreement.

7.5. The Contractor is solely responsible for its PCI DSS compliance. The Contractor shall ensure that all PCI DSS vendors comply with PCI DSS standards: (i) in providing Services or Deliverables to the City under this Agreement; (ii) in storing, processing, or transmitting PCI data; and (iii) in engaging in any other activities for any purpose relating to this Agreement. As between the Contractor and the City, the Contractor shall be responsible for a PCI DSS vendor's non-compliance with PCI DSS.

7.6. In addition to all other defense and indemnity obligations undertaken by the Contractor under this Agreement, the Contractor, to the extent that its performance of this Agreement includes the allowance or utilization by members of the public of credit cards to pay monetary obligations to the City or the Contractor, or includes the utilization, processing, transmittal and/or storage of credit card data by the Contractor, shall defend, release, indemnify and save and hold harmless the City against any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against the City and/or the Contractor by credit card company(s), financial institution(s) or by the National Automated Clearing House Association (NACHA) or successor or related entity, including but not limited to, any credit card company fines, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information disclosure, the cost of replacing active credit cards, and any losses associated with fraudulent transaction(s) occurring after a security breach or loss of information with respect to credit card information, and shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by the Contractor of this Agreement. In furtherance of this, the Contractor covenants to defend and indemnify the City and the Contractor shall maintain compliance with PCI DSS and with all other requirements and obligations related to credit card data or utilization set out in this Agreement.

8. LICENSE OR USE AUDIT RIGHTS

8.1. To the extent that the Contractor, through this Agreement or otherwise as related to the subject matter of this Agreement, has granted to the City any license or otherwise limited permission to use any of the Contractor's intellectual property, the terms of this Section shall apply.

8.2. The Contractor shall have the right, at any time during and throughout the Term, but not more than once per year, to request via written notice in accordance with the notice provisions of this Agreement that the City audit its use of and certify as to its compliance with any applicable license or use restrictions and limitations contained in this Agreement (an "Audit Request"). The Audit Request shall specify the period to be covered by the audit, which shall not include any time covered by a previous audit. The City shall complete the audit and provide certification of its

compliance to the Contractor ("Audit Certification") within a reasonable amount of time following the City's receipt of the Audit Request.

8.3. If upon receipt of the City's Audit Certification, the Parties reasonably determine that: (i) the City's use of licenses, use of software, use of programs, or any other use during the audit period exceeded the use restrictions and limitations contained in this Agreement ("Overuse"), and (ii) the City would have been or is then required to purchase additional maintenance and/or services ("Maintenance"), the Contractor shall provide written notice to the City in accordance with the notice provisions of this Agreement identifying any Overuse or required Maintenance and request that the City bring its use into compliance with such use restrictions and limitations.

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