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MASTER SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **TRIUNITY, INC**., a Colorado corporation, whose address is 633 17th Street, Suite 1500, Denver, CO 80202 (the "Contractor"), individually a "Party" and jointly the "Parties."

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

1. SCOPE OF SERVICES; TASK ORDERS

1.1. Scope of Work: The Contractor shall fully coordinate all services and obligations under the Agreement with the Executive Director of General Services ("Director") or, the Director's designees (collectively referred to as the "Manager"). The Contractor shall diligently perform all authorized services required under this Agreement. The Contractor will provide specialized professional services to support the provisioning of technology, transportation, and business management services to the City and its constituents as set out in the Scope of Work, **Exhibit A.** The authorized services and their respective rates are detailed in the attached Rates, **Exhibit B**. The City shall authorize specific assignments for the Contractor by placing a written task order signed by the Manager and the Contractor (the "Task Order") describing in sufficient detail the services and/or deliverables and applicable rates. The Contractor agrees that during the term of this Agreement it shall fully coordinate its provision of the services with any person or firm under contract with the City doing work or providing services which affect the Contractor's services. The Contractor shall faithfully perform the work in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this Agreement. The Contractor represents and warrants that all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all services will conform to applicable specifications and as attached to the Task Order, if any; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as

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contemplated hereby and to grant to the City all rights with respect to any software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party.

1.2. **Task Order**: As the City determines the need and availability of funding for each project, the City will issue a written proposed Task Order to the Contractor detailing the nature and the extent of services to be provided, the location of the project, performance timeframes, and a projected amount to be paid to the Contractor (the "Task Order Amount") based on the services and rates described in **Exhibit A** and **Exhibit B,** respectively**. Exhibit C,** attached to this Agreement and incorporated herein by reference, substantially reflects the form of City Task Orders. The Contractor shall, within forty-eight (48) hours and in good faith, confirm the scope of services detailed therein and the associated Task Order Amount, all of which must be in accordance with the terms and conditions of this Agreement, and respond back in writing to the City as to the Contractor's ability to initiate and complete the services in the timeframes specified in the Task Order. If the Contractor proposes material changes to the Task Order or its supporting documents, the City, at its sole discretion, may then modify the Task Order to reflect the proposed changes before its execution. When accepting a proposed Task Order, the Contractor assumes all responsibility and risks for performing the required services for the agreed upon Task Order Amount. The Contractor shall be solely responsible for confirming the completeness and accuracy of the Task Order, Task Order Amount, and all aspects of the desired services including any necessary inquiries with the City as to any directions or specification in the Task Order which are not clear. If the Contractor fails to contact the City within forty-eight (48) hours following receipt of a proposed Task Order by stating unequivocally that the Contractor is ready and willing to perform the services in the manner and timeframes indicated on the Task Order, the City reserves the right to immediately withdraw the proposed Task Order. Upon the Contractor executing the Task Order, the City shall finalize and execute the Task Order for the services and return a copy of the fully executed Task Order to the Contractor.

1.3. **Task Order Changes**: If, after execution of a Task Order and commencement of performance, additions, deletions or modifications to the services described in the Task Order, along with any associated changes in the Task Order Amount, are required by the City or are requested by the Contractor and approved in advance by the City, a "Task Order Change," in substantially the form as set forth in **Exhibit D** attached to this Agreement and incorporated herein

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by reference, may be issued in accordance to the same standards and procedures prescribed for Task Orders. The Contractor shall promptly and thoroughly review and respond to the City's proposed changes, in accordance to the same standards and procedures prescribed for Task Orders and notify the City that the Contractor is ready and willing to perform the services in the manner and timeframes as modified by the Task Order Change.

1.4. **Non-exclusivity**: The Contractor acknowledges and agrees that this Agreement does not create an exclusive right to perform all Work for which the City may contract. The City may enter into agreements with other contractors to perform the same or similar services and reserves the right to select, at the discretion of the Manager, the contractor which is the most cost effective, best suited, and/or most readily able to perform a specific project.

2. **BACKGROUND CHECKS ON CONTRACTOR'S EMPLOYEES**: The Contractor is responsible for completing background checks on any employee who will be engaged with the City under this Agreement in accordance with the City's Executive Order 135. The Contractor shall have performed criminal background checks, financial/credit checks, and educational background checks for all employees at least six months prior to being engaged on City work. The Contractor shall certify that there are no misdemeanor or felony convictions for any employee working with the various departments of the City. The Contractor shall affirm that it has performed the background check as determined by the Task Order and submit its affirmation on a form supplied by the City. If the Contractor falsely represents the contents of any affirmation or background check it shall be grounds for immediate termination of this Agreement.

3. **TERM**: The term of this Agreement ("Term") shall commence on May 1, 2020, and shall terminate on April 30, 2023, unless earlier terminated in accordance with the Agreement. The Term may be extended for two periods of one (1) year each, on the same terms and conditions, including pricing, by written amendment to this Agreement. However, no extension of the Term shall increase the Maximum Contract Amount stated herein. The Maximum Contract Amount may only be changed by a duly executed written amendment to this Agreement.

4. **COMPENSATION AND PAYMENT**

4.1. **Fee**: The City agrees to pay to the Contractor, and the Contractor agrees to accept as its sole compensation for its services rendered and costs incurred under this Agreement, the rates set forth on attached **Exhibit B**.

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4.2. **Reimbursement Expenses**: There are no reimbursable expenses allowed under this Agreement, including travel, unless specifically set out on the rate sheet and the amount is agreed to later approved in writing by the City prior to being incurred. All expenses and materials of the Contractor are contained in the rates contained in this Agreement.

4.3. **Invoicing**: The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. The City shall pay any undisputed amounts in accordance with its obligations under the City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C.

4.4. **Maximum Contract Liability**: Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of **THREE MILLION DOLLARS ($3,000,000.00)** (the "Maximum Contract Amount"). The Contractor acknowledges that the City is not obligated to execute an agreement or an amendment to the Contractor for any further services and that any services performed by the Contractor beyond that specifically described in **Exhibit A** or contained in a Task Order are performed at the Contractor's risk and without authorization under this Agreement.

4.5. The Parties agree that the City's payment obligation, whether direct or contingent, shall extend 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 Parties agree that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. **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.

6. **TERMINATION**

6.1. The City has the right to terminate the Agreement or any executed Task Order with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written

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notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the City.

6.2. Notwithstanding the preceding paragraph, the City may terminate the 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.

6.3. Upon termination of the 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 the Agreement.

6.4. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."

6.5. Upon termination of this Agreement by the City, the Contractor shall not have any claim against the City by reason of such termination or by reason of any act incidental to termination, except for compensation for work satisfactorily performed as described in this Agreement.

7. **INTELLECTUAL PROPERTY RIGHTS**: The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq*., the

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Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity.

8. CITY INFORMATION

8.1. The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data or confidential information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent the Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential" and provided to or made available to the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

8.2. Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing this Proprietary Data or confidential information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the Proprietary Data or confidential information without written authorization from the City.

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8.3. The Contractor acknowledges and understands that the Proprietary Data may not be completely free of errors. The Proprietary Data should be used for reference only and should not be relied upon in any other way, and the Contractor is hereby advised to independently verify all work performed in reliance upon the Proprietary Data.

8.4. The Contractor agrees that any ideas, concepts, know-how, computer programs, or data processing techniques developed by the Contractor or provided by the City in connection with this Agreement, any Proprietary Data, or any confidential information shall be deemed to be the sole property of the City and all rights, including copyright, shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the City Attorney's Office; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

8.5. The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at lease as strict as those contained in this Agreement.

8.6. Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

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9. Contractor's Information: The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq*., C.R.S., (2003), and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

10. PERSONAL INFORMATION AND DATA PROTECTION

10.1. "**Data Protection Laws**" means (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information (as defined below); and (ii) all applicable laws and regulations relating to electronic and non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Information; laws imposing licensing requirements; laws and other legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements. Further, and not by way of limitation, the Contractor shall provide for the security of all city data, and Personal Information if applicable, in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act. § 6-1-101 *et seq*.,

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C.R.S., (v) the Children's Online Privacy Protection Act (COPPA) 15 U.S.C. § 6501, *et seq*., (vi) the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232(g), (vii) § 24-73-101, *et seq*., C.R.S., and (viii) Colorado House Bill 18-1128.

10.2. "**Personal Information**" means all information that individually or in combination, does or can identify a specific individual or from which a specific individual can be identified, contacted, or located. Personal Information includes, without limitation, name, signature, address, e-mail address, telephone number, social security number (full or partial), business contact information, date of birth, national or state identification numbers, bank account number, credit or debit card numbers, and any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic, cultural, or social identity.

10.3. Compliance with Law and Regulation: The Contractor confirms and warrants that it complies with all applicable Data Protection Laws relating to the collection, use, disclosure, and other processing of Personal Information and that it will perform its obligations under this Agreement in compliance with them. This section will survive the termination of this Agreement.

10.4. Software Programs; Security of Personal Information and access to Software Programs: The Contractor will use the software programs designated by the City to collect, use, process, store, or generate all data and information, with or without Personal Information, received as a result of the Contractor's services under this Agreement. The Contractor will fully comply with all requirements and conditions associated with the use of said software programs as provided by the City. In addition, the Contractor will establish and maintain data privacy and information security policies and procedures, including physical, technical, administrative, and organizational safeguards, in order to: (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information; (iii) protect against unauthorized disclosure, access to, or use of Personal Information; (iv) ensure the proper use of Personal Information; and (v) ensure that all employees, officers, agents, and subcontractors of the Contractor, if any, comply with all of the foregoing. The Contractor shall also provide for the security of all Personal Information in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the Children's Online Privacy Protection Act, (ii) § 24-73-101, *et seq*., C.R.S., and (iii) Colorado House Bill 18-1128.

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The Contractor shall submit to the Director, within fifteen (15) days of the Director's written request, copies of the Contractor's policies and procedures to maintain the confidentiality of Personal Information to which the Contractor has access.

10.5. **Confidentiality; No Ownership by the Contractor**: Unless otherwise permitted expressly by applicable law, all Personal Information collected, used, processed, stored, or generated as the result of the services to be provided under this Agreement will be treated by the Contractor as highly confidential information. The Contractor will have no right, title, or interest in any Personal Information or any other data obtained or supplied by the Contractor in connection with the services to be provided under this Agreement. The City shall own all information, and other work product, with or without Personal Information, developed or obtained by the Contractor pursuant to this Agreement ("City Work Product"). The Contractor has an obligation to immediately alert the City if the Contractor's security has been breached or if the Contractor is aware of any unauthorized disclosure of Personal Information. This Section will survive the termination of this Agreement.

10.6. **Contractor Use of Personal Information and City Work Product**: The Contractor will take all necessary precautions to safeguard the storage of Personal Information and City Work Product including without limitation: (i) keep and maintain Personal Information and City Work Product in strict confidence and in compliance with all applicable Data Protection Laws, and such other applicable laws, using such degree of care as is appropriate and consistent with its obligations as described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (ii) use and disclose Personal Information or City Work Product solely and exclusively for the purpose of providing the services hereunder, such use and disclosure being in accordance with this Agreement, and applicable law; (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information or City Work Product for the Contractor's own purposes or for the benefit of anyone other than the City without the prior written consent of the City and the person to whom the Personal Information pertains; and (iv) not engage in "data mining" of Personal Information or City Work Product except as specifically and expressly required by law or authorized in writing by the City. This Section will survive the termination of this Agreement.

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10.7. **Employees and Subcontractors**: The Contractor will ensure that, prior to being granted access to Personal Information or City Work Product, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data they will be handling. Only those Contractor Staff who have a direct need for Personal Information, City Work Product, or Confidential Information shall have access to any information provided to the Contractor under this Agreement. Prior to allowing any Contractor Staff to access or use any Personal Information, City Work Product, or Confidential Information, the Contractor shall require any such Contractor Staff to review and agree to the usage and access terms outlined in this Agreement. The Contractor will inform its Contractor Staff of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Personal Information, City Work Product, or Confidential Information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third-party service provider, the Contractor shall require the third party service provider to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Personal Information, City Work Product, or Confidential Information disclosed and reasonably designed to protect Personal Information, City Work Product, or Confidential Information from unauthorized access, use, modification, disclosure, or destruction. This Section will survive the termination of this Agreement.

10.8. **Loss of Personal Information or City Work Product**: In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information or City Work Product, the Contractor will, as applicable: (i) notify the affected individual and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the affected individual and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable

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law or as otherwise required by the affected individual or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected individual's sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the affected individual for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) indemnify, defend, and hold harmless the City and the affected individual for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City or the affected individual in connection with the occurrence; (vii) be responsible for recovering lost data and information in the manner and on the schedule set forth by the City without charge to the affected individual, and (viii) provide to the City and the affected individual a detailed plan within ten (10) calendar days of the occurrence describing the measures the Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of the Contractor's representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps the Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by the Contractor. This Section will survive the termination of this Agreement.

10.9. **Data Retention and Destruction**: Using appropriate and reliable storage media, the Contractor will regularly backup all City Work Product and Personal Information used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of the Agreement, at the City's election, the Contractor will either securely destroy or transmit to City the City Work Product in an industry standard format. Upon the City's request, the Contractor will supply City a certificate indicating the records

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disposed of, the date disposed of, and the method of disposition used. With respect to City Work Product controlled exclusively by the Contractor, the Contractor will immediately preserve the state of the Personal Information or City Work Product at the time of the request and place a "hold" on Personal Information or City Work Product destruction or disposal under its usual records retention policies of records that include Personal Information or City Work Product, in response to an oral or written request from City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to the Contractor for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with the Contractor regarding the preservation and disposition of these records. The Contractor shall continue to preserve the records until further notice by City. This Section will survive the termination of this Agreement.

10.10. No Other Databases: The Contractor will not establish or maintain a separate database containing Personal Information or City Work Product to provide the services under the Agreement. This Section will survive the termination of this Agreement.

10.11. Data Transfer Upon Termination: Upon termination or expiration of this Agreement and City's request, the Contractor will ensure that all Personal Information and City Work Product is securely transferred to City, or a party designated by City, within thirty (30) calendar days. The Contractor will ensure that the data will be provided in an industry standard format. The Contractor will provide City with no less than ninety (90) calendar days' notice of impending cessation of its business or that of any the Contractor subcontractor and any contingency plans in the event of notice of such cessation. In connection with any cessation of the Contractor's business with its customers, the Contractor shall implement its contingency and/or exit plans and take all reasonable actions to provide for an effective and efficient transition of service with minimal disruption to City. The Contractor will work closely with its successor to ensure a successful transition to the new service or equipment, with minimal downtime and effect on City, all such work to be coordinated and performed in advance of the formal, final transition date mutually agreed upon by the Contractor and City. This Section will survive the termination of this Agreement.

10.12. Personal Information Protection: If the Contractor receives Personal Information under this Agreement, the Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the Personal Information and the

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nature and size of the Contractor's business and its operations. The Contractor shall be a "Third-Party Service Provider" as defined in C.R.S § 24-73-103(1)(i), and shall maintain security procedures and practices consistent with C.R.S §§ 24-73-101 *et seq*. Unless the Contractor agrees to provide its own security protections for the information it discloses, the Contractor shall require all its subcontractors, employees, agents, and assigns to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the Personal Information disclosed and reasonably designed to help protect Personal Information subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. The Contractor and its subcontractors, employees, agents, and assigns that maintain electronic or paper documents that contain Personal Information under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying Personal Information to make it unreadable or indecipherable when the records are no longer needed.

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

12. **WHEN RIGHTS AND REMEDIES NOT WAIVED**: In no event shall any action by a Party constitute or be construed to be a waiver by that party of any breach of covenant or default which may then exist on the part of the other Party. A 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

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breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

13. PERSONNEL

13.1. All key personnel identified in a Task Order will be dedicated by the Contractor to the City. The Contractor shall submit to the Manager a list of any additional personnel who will perform services under a Task Order within thirty (30) days after a Task Order has been submitted, together with complete resumes and other information describing their ability to perform the services. Such additional personnel must be approved in writing by the Manager or their designee.

13.2. The Parties intend that all key personnel be engaged to perform their specialty for all services required by a Task Order and that the Contractor shall retain all key personnel for the term of the Task Order. If the Contractor must replace any of its key personnel, it shall notify the Manager in writing of the changes. No such replacement shall be made until the replacement is approved by the Manager, or their designee, which approval shall not be unreasonably withheld. The Manager, or their designee, shall respond to the Contractor's written notice of replacement within fifteen (15) days of receipt. If the Manager does not respond within that time, the listed replacement personnel shall be deemed approved. If during the term of the Agreement, the Manager determines that the performance of approved key personnel is not acceptable, he shall in his sole and absolute discretion either (i) give the Contractor a reasonable period of time to correct the performance or (ii) require the Contractor to replace the personnel as soon as practicable.

13.3. While the Contractor may retain and contract with subcontractors, no final agreement with any subcontractor shall be entered into without the written consent of the Manager. Requests for approval of subcontractors must be made in writing and include a description of the nature and extent of services to be provided by the subcontractor; the name, address and experience and qualifications of the subcontractor; and any other information which may be requested by the Manager. Because the Contractor's represented qualifications are a consideration to the City in entering into this Agreement, the Manager shall have the right to reject any proposed subcontractor deemed unqualified or unsuitable for any reason to perform the proposed services, and the Manager shall have the right to limit the number of subcontractors. The Manager shall respond to the Contractor's written notice regarding a subcontractor within thirty (30) days of receipt. If the Manager does not respond within that time, the subcontractor shall be deemed approved. Approval

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of the subcontractor shall not relieve the Contractor of any obligations under this Agreement. Any final agreement with the approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make a claim of payment against any City property arising out of the performance of this Agreement.

13.4. The Contractor is prohibited from hiring any subcontractor that is currently debarred by the City in accordance with D.R.M.C. § 20-77.

14. INSURANCE

14.1. **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 the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement and shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. 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.

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14.2. **Proof of Insurance**: The Contractor shall provide a copy of this Agreement to its insurance agent or broker. The Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit E**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

14.3. **Additional Insureds**: For Commercial General Liability, Auto Liability and Professional Liability, the Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

14.4. **Waiver of Subrogation**: For all coverages required under this Agreement, the Contractor's insurer shall waive subrogation rights against the City.

14.5. **Subcontractors and Subconsultants**: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. The Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. The Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

14.6. **Workers' Compensation/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. The Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject

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Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the Contractor executes this Agreement.

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

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

14.9. Professional Liability (Errors & Omissions): The Contractor shall maintain limits of $1,000,000 per claim and $1,000,000 policy aggregate limit.

14.10. Additional Provisions

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

14.10.1.1. That this Agreement is an Insured Contract under the policy;

14.10.1.2. Defense costs are outside the limits of liability;

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

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

14.10.2. For claims-made coverage:

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

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

15. DEFENSE AND INDEMNIFICATION

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15.1. The Contractor 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.

15.2. 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.

15.3. The Contractor shall defend any and all Claims which may be brought or threatened against City and shall 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 will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

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

15.5. The Contractor will, at the Contractor's expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim that the products or services supplied or provided by the Contractor, or their use by the City, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party. The City will promptly notify the Contractor in writing of any claim and cooperate with the Contractor and its legal counsel in the defense thereof. The

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Contractor shall, in its discretion, perform some or all of the following actions to ensure that the City is not negatively impacted in the functionality of its technology services because of an infringing product: (i) contest, (ii) settle, (iii) procure for the City the right to continue using the product, or (iv) modify or replace the infringing product so that it no longer infringes (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense.

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

16. **COLORADO GOVERNMENTAL IMMUNITY ACT**: The Parties 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, C.R.S. § 24-10-101, *et seq*.

17. **TAXES, CHARGES AND PENALTIES**: The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq*. The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against City property, including but not limited to land, facilities, improvements or equipment.

18. **ASSIGNMENT AND 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 will 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 the Agreement because of unauthorized assignment or subcontracting. 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 subcontractor, subconsultant, or assign.

19. **NO THIRD-PARTY BENEFICIARY**: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other

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than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

20. 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.

21. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS: This Agreement is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification related to the subject matter herein shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment to this Agreement properly executed by the Parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect nor bind the City. This Agreement and any amendments to it shall be binding upon the Parties and their successors and assigns.

22. SEVERABILITY: The Parties agree that if any provision of this Agreement or any portion thereof, except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of the Parties can be fulfilled.

23. CONFLICT OF INTEREST

23.1. No employee of the City shall have any personal or beneficial interest in the services or property described in the 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.

23.2. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the 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

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contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

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

Executive Director of General Services
201 West Colfax Avenue, 3rd Floor
Denver, Colorado 80202

With a copy of any such notice to:

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

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

25. DISPUTES: All disputes between the City and the Contractor regarding this Agreement shall be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b), *et seq*. For the purposes of that procedure, the City official rendering a final determination shall be the Manager.

26. GOVERNING LAW; VENUE: This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

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27. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.
28. **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 the Agreement. Each person signing and executing the Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute the Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into the Agreement.
29. **NO CONSTRUCTION AGAINST DRAFTING PARTY**: Each of the Parties acknowledge that they and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions were prepared by a particular Party.
30. **ORDER OF PRECEDENCE**: In the event of any conflicts between the language of this Agreement and the exhibits, the language of the Agreement shall control.
31. **SURVIVAL OF CERTAIN PROVISIONS**: The Parties agree that all terms and conditions of this Agreement, together with any exhibits and attachments, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement, by expiration of the term or otherwise, shall survive termination and shall continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City shall 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.
32. **COMPLIANCE WITH ALL LAWS**: All of the services performed under this Agreement by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and

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State of Colorado and with the charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver, as amended.

33. **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 its advertising or public relations materials without first obtaining the written approval of the City, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement shall include only services that have been accepted by the City. The City shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the Manager, City Council or the Auditor.
34. **TIME IS OF THE ESSENCE**: The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement and any Order, time is of the essence.
35. **CITY EXECUTION OF AGREEMENT**: This Agreement shall not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.
36. **COUNTERPARTS OF THIS AGREEMENT**: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.
37. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Attached Exhibits
Exhibit A – Scope of Work
Exhibit B – Rates
Exhibit C – Task Order Form
Exhibit D – Task Order Change Form

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Exhibit E – Certificate of Insurance

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Contract Control Number: GENRL-201952376-00
Contractor Name: TRIUNITY, 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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

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Contract Control Number: GENRL-201952376-00
Contractor Name: TRIUNITY, INC.

By: DocuSigned by: Marvin Thomas 13F2DE139D424FB...

Marvin Thomas
Name: _____
(please print)

Title: CEO
(please print)

ATTEST: [if required]

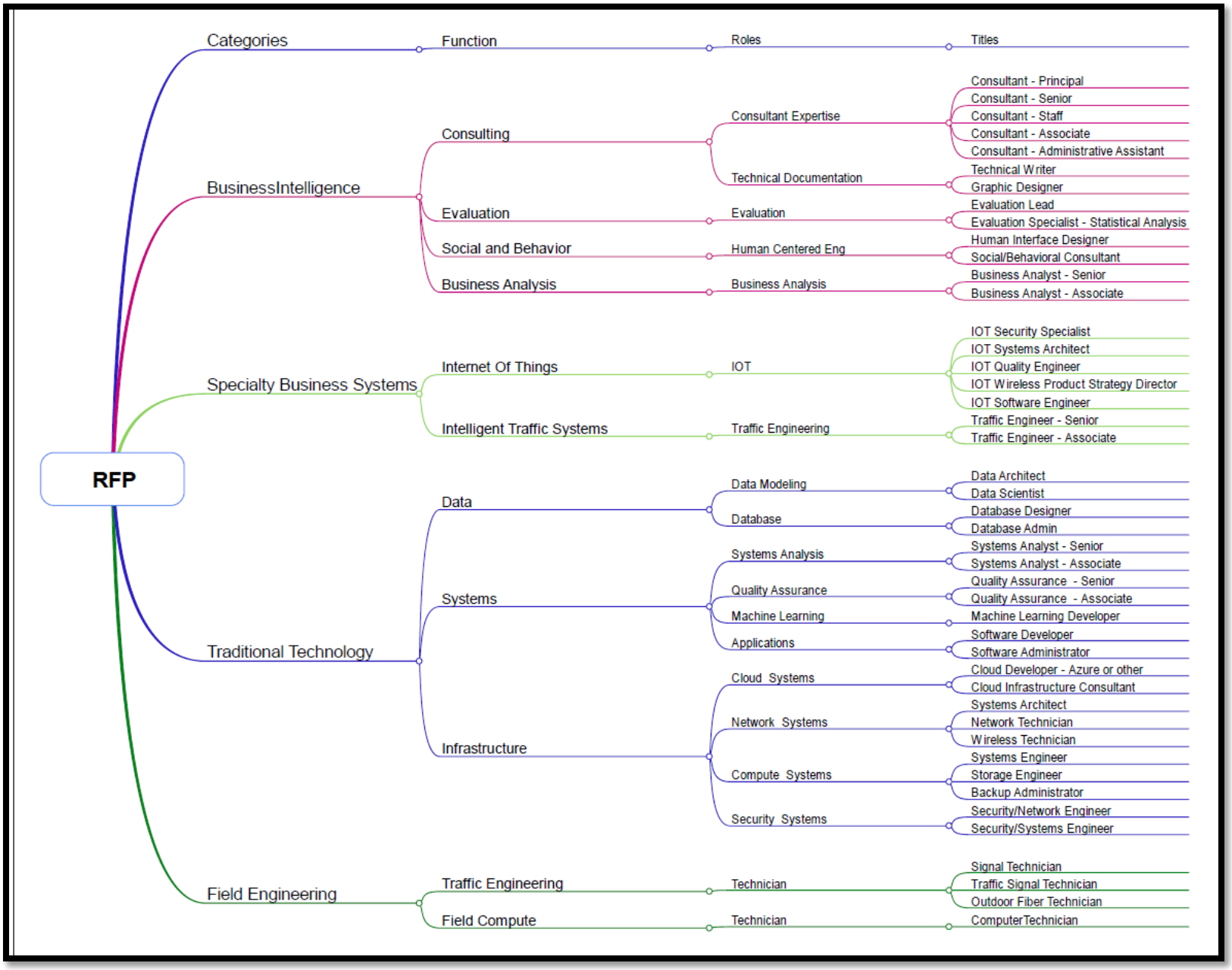
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EXHIBIT A - SCOPE OF WORK



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Core Competency	Personnel Descriptions
CONSULTING **What we expect:** ● Helps organizations solve issues, create value, and improve the business performance of their clients. ● Provides objective advice, expertise and specialist skills. ● Identifies options for the organizations and suggests recommendations for change, as well as helping with additional resources to implement solutions. ● Performs evaluation of the needs from a broad level and provides guidance on how to set up, train, and manage Subject Matter Items. ● Coordinates with others to establish priorities, develop work plans, activities and timelines to ensure project goals and deadlines are met. **Types of tasks:** ● Provides deliverables which could include Smart City Studies, Assessments, Policy, Strategic Planning, Analytics, Communication, Public Engagement, and Marketing Studies. ● Executes on evaluation strategies, including managing external vendors and contractors, incorporating 3rd party data sources, and initiating City-lead data collection efforts. ● Assists in high-level architecture design and execution particularly with regards to trends within a specific application under development and validating design in comparison with industry-wide best practices. ● Reviews business and functional requirements across the entire organization. ● Recommends structures for departments and teams. ● Assists in the creation and updating of Strategic Plans. ● Assists in planning future direction and goals for the organization's needs.	**Consultant- Principle** ● Expertise in strategy, structure, management, analytics, and operations of an organization. ● Experience coaching and mentoring for Smart City Committees, program and project owners. ● Experience with complex innovative programs preferred. ● Expertise in public engagement. **Consultant- Senior** ● Experience with complex innovative programs preferred. ● Expertise in setup, training, and management of subject matter experts. **Consultant- Associate** ● Experience with drafting documentation, copy edits and review. ● Skilled in Excel, Word, Outlook, Google Apps, with desired experience using Jira. **Consultant-Administrative Assistant** ● Experience supporting staff for project managers, such as meeting preparation, set up, documentation, tracking action items and deliverables. ● Experience with tracking invoices, spreadsheets, expenditures. ● Skilled in Excel, Word, Outlook, Google Apps, with desired experience using Jira.
TECHNICAL DOCUMENTATION **What we expect:** ● Provides objective advice, expertise and specialist skills.	**Technical Writer** ● Experience producing excellent technical and programmatic documentation including, but not limited to, system engineering documents, federal status reports,

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- Responsible for technical documentation, editing, user and help manuals for all deliverables to the Smart City Program.
- Performs other writing tasks such as writing about the organization to support the organization's strategies and goals relative to communications.
- Provides subject matter expertise from technical and visual viewpoints.
- Aides in human-machine interface development and human-centered design.

Types of tasks:

- Assists in high-level architecture design and execution particularly with regards to trends within a specific application under development and validating design in comparison with industry-wide best practices.
- Composes information technology informational documents and system user guides.
- Prepares flow charts, graphs and related explanatory materials that may be included in documents or online help systems.
- Translates technical terminology into a narrative more easily understood by an audience that may lack a technical background.
- Writes or drafts special reports, articles or related material on products of a technical or administratively complex nature based on consulting with developers and trainers, research, investigation, analysis, and knowledge of complex or technical products.

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concept of operations, and supplemental materials for data.

- Demonstrated experience in incorporating architecture artifacts into documents.
- Strong knowledge of a variety of graphics software applications, tools and techniques to design graphic elements for web pages.

Graphic Designer

- Demonstrated ability to create content for websites, marketing information, and infographics.
- Understands the system or holistic viewpoint.
- Experience with a range of digital tools.
- Strong experience with typography, responsive designs for different devices.
- Strong time management and communications skills.

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<u>SOCIAL BEHAVIORAL</u>

What we expect

- Focuses on customer engagement, user stories, wireframes.
- Leverages techniques for user design as appropriate.
- Operates in an agile and interactive development environment.
- Evaluates programs and projects for possible interventions that would improve outcomes.

Types of tasks:

- Conducts user-centered design sprints.
- Develops personas, conducting user interviews, and testing designs.
- Works closely with software developers, project managers, and social and behavioral scientists, as applicable.

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Human Interface Designer

- Responsive design experience.
- Adopts multidisciplinary skills and perspectives.
- Experienced in user-centered design.
- Capable of designing for a range of user interfaces.
- Systematic viewpoint with experience in implementing user design from an enterprise view.

Social/Behavioral Consultant

- Expert knowledge of function-based intervention planning for developing behavior change strategies that focus on reducing problem behavior and increasing more appropriate behavior.

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- Works closely with project teams in designing systems and citizen-facing surfaces to be more intuitive and drive desired outcomes.
- Works with UI/UX and system designers to incorporate best practices, A/B tests, and other social or behavioral interventions.

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- Expert knowledge of techniques needed to successfully complete effective Functional Behavior Assessments (FBA), function-based interventions, and Behavior Intervention Plans (BIP).
- Exceptional knowledge in the use of assessments and assessment data to inform instruction and prescribe work plans for individuals and groups.
- Expert knowledge in research-based instructional strategies and ability to implement them effectively.
- Demonstrates exceptional skill in the roles of a teacher leader: collaborator, action researcher, reflective practitioner, and learner advocate.

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<u>ANALYSIS & EVALUATION</u>

What we expect:

- Provides guidance, leadership and overall direction for requirements initiative.
- Facilitates requirements workshops, and developing process flows and use cases.
- Develops and implements best practices for requirements gathering analysis.
- Facilitates the development and implementation of new processes, procedures, and policies.
- Able to help define requirements from business functional users for backend solutions.
- Maps core business processes using a structured methodology and/or business process mapping tool (provided by a consultant) to facilitate projects, programs, and efficiency planning.
- Able to complement an existing team's work into an end product.
- Establishes methodologies for reviewing and analyzing data from performance studies. Employs industry best practices for data comparison and analysis.
- Leads a program or a projects evaluation and performance measurement functions.

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Business Analyst- Senior

- Experience with requirements elicitation, analysis, and management experience in a software development environment.
- Requires no oversight.
- Possesses full knowledge of all phases of system analysis.
- Skilled in Excel, Word, Outlook, Google Apps, with desired, experience using analytical tools.

Business Analyst- Associate

- Analytical propensity with strong attention to detail, by demonstrating comfort with data-handling, process mapping, etc.
- Skilled in Excel, Word, Outlook, Google Apps, analytical tools.

Evaluation Lead (metrics, outcomes)

- Demonstrated strong knowledge of measurement and evaluation best practices, data collection, analysis, and reporting.
- Skilled in Microsoft Excel, R.

Evaluation Specialist- Statistical Analyst

- Experience of Microsoft Excel, R preferred, technical knowledge of SQL databases.

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• Responsible for full evaluation lifecycle knowledge and deployment, including initial design, analysis, and formal documentation and summarizing results. **Types of tasks:** • Develops requirements and business process documentation. • Leads and manages projects for assigned initiatives. • Performs packaged software gap analysis. • Performs system set up and configuration activities. • Performs workflow analysis and/or implements workflow automation. • Designs/prototypes user interfaces. • Proposes and designs measurement approaches to determine output and outcomes of smart city projects. Techniques could include Before/After studies, A/B Testing, big data analysis, etc. • Executes on evaluation strategies, including managing external vendors and contractors, incorporating 3rd party data sources, and initiating City-lead data collection efforts. • Provides written documentation summarizing results, as well as presentable quantitative metrics derived from performance evaluations.	• Experience using data mining tools and data visualization tools. •
<u>INTERNET OF THINGS (IoT)</u> **What we expect:** • Ensures systems are managed and operated in accordance with internal security policies and practices outlined in the security plan. • Ensures that all users have the requisite security clearances, authorization, and are aware of their security responsibilities before granting access to city systems and services. • Experience on challenging cutting-edge projects to research, develop, evaluate and integrate Internet of Things (IoT) based algorithms, devices, and systems that deliver cost-effective solutions for city services. • Collaborates on multi-disciplinary teams with Smart City colleagues in building systems, cybersecurity and connected vehicle technologies. • Innovative improvements to city services and cost savings leveraged from advanced smart city systems.	**IOT Security Specialist** • Preferred experience of supporting a large organization of over 1000 devices. • Strong experience with security directives, policies, publications and regulations. • Strong experience in creating system security plans. • Strong experience in network security certifications. • Strong experience in systems certifications. **IOT Systems Architect** • Excellent consulting / relationship management skills. • Demonstrable knowledge with functional system specification, complex architecture scoping, data management, and resource utilization. • Able to influence execution across multiple strategic technology initiatives.

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● Responsible for architecting and designing the implementation of IoT devices, defining data flows and integration with current/new systems. ● Provide strategic technical direction for the adoption of Denver Smart City services. ● Implement test methods and procedures to qualify device component and integration capabilities of IOT products and services. ● Leads strategic development in support of the Denver telecommunications product portfolio, which includes Cellular and Non-Cellular network technologies. ● Applies expert knowledge of technologies required to enable the Internet of Things (IoT) and business solutions. **Types of tasks:** ● Develops software for IoT systems, including user interfaces, data analytics, and visualizations. ● Designs and implements test plans in accordance with stated criteria. ● Provides daily, ongoing security oversight of assigned systems. ● Advises users of the security features and procedures used in their systems. ● Supports peers in developing and implementing machine learning, optimization and cyber-physical control of complex systems. ● Defines and implements quality processes, procedures, and policies. ● Initiates, documents and manages appropriate corrective actions. ● Prepares written reports and provides status for management as required. ● Provides vision for how Denver can leverage network solutions to extend our Smart City portfolio. ● Understands industry trends.	● Excellent understanding of operations facing technology and associated security/integration challenges. ● Demonstrable experience working on complex programs, projects, and large cross-functional teams. ● Excellent understanding of server, networking, storage design, optimization, and integration. **IOT Quality Engineer** ● Ability to test end-to-end IOT environment. ● Demonstrates ability to read and interpret RF and electrical engineering designs. ● Demonstrates transportation system engineering QA/test experience. ● Demonstrates an understanding of 3GPP LTE standards for NB-IOT, Bluetooth, Radar, and Wi-Fi. **IOT- Wireless Product Strategy Director** ● Experience leading product development. ● Deep knowledge of the wireless industry. ● Deep understanding of Wi-Fi, NR-U, 4G LTE, 5G LTE, Cat-M1, NB-IoT, LoRa, and other relevant wireless technologies. ● Demonstrated technical wireless expertise and ability to work closely with engineers during the product lifecycle. **IOT Software Engineer** ● Bring a creative, get-it-done “maker” mentality. ● Direct involvement in creation, design, and testing of completely new designs and exciting new features. ● Authoring embedded software specifications and validation plans. ● Designing, implementing and testing production level software for embedded microcontrollers. ● Working with external partners to acquire & maintain specialized software components. ● Writing code to enable hardware engineers to debug and validate prototype hardware. ● Developing software for testing and validating new product designs.

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<td rowspan="2"><u>TRAFFIC ENGINEERING</u>

What we expect:
● Collaborates with colleagues working across the City's Public Works and Technology Service teams.
● Has a problem-solving mindset that looks for new solutions to problems.
● Has worked on projects that include: signal timing, ITS design/construction.
● Familiar with ITS communications protocol.
● Provides clear and thorough documentation of activities and projects.

Types of tasks:
● Generates technical documentation and plansets, identifying technical requirements and potential impacts. Produces cost and schedule estimates. Makes recommendations to program team for improvement to project plan based on technical considerations.
● Produces designs and plans for projects. Reviews, with city staff, modifies existing designs to accommodate changes. Conducts site visits to validate design decisions and refine project requirements.
● Conducts site visits and evaluations ahead of deployment or construction. Establishes schedule and resourcing needs for deployment. Oversees or participates in deployments in the field, in coordination with city staff and vendors. Conducts field testing to validate deployment was successful. Manages impacts to the traveling public during installation.
● Establishes evaluation criteria and techniques for evaluation. Conducts studies to collect data on travel time, traffic patterns, or impacts on pedestrians and cyclists. Analyzes data and provide summaries and reports for City staff on project impacts.
● Produces detailed and objective technical documentation throughout the lifecycle of projects, including blockers to progress, mitigation activities, project risks, and milestones, and successes.</td>
<td>Traffic Engineer – Senior
● Professional Engineer (PE) license is required.
● Professional Traffic Operations Engineer (PTOE) certification is desired.
● Strong understanding of engineering principles and traffic engineering standards and practices.
● Experience reviewing engineering plans, standards, and specifications is desired.
● Experience planning, evaluating, and managing traffic signal timing.
● Experience managing large, complex engineering projects.
● Proven technical writing and communication skills.
● Experience with some of the following transportation technologies: Advanced Traffic Management Systems, Autonomous Vehicles, Connected Vehicles, Traffic Signals, Adaptive Control, and/or Transit Signal Priority.
● Familiarity with current and emerging best practices in the planning, design, delivery, and operation of Smart Mobility solutions and Multi-Modal Traffic Management Centers.</td>
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<td>Traffic Engineer – Associate
● B.S. or M.S. in Engineering or related fields.
● Understanding of transportation engineering standards, policies, and technical approaches.
● Experience reviewing engineering plans, traffic impact analysis reports, and work orders.
● Experience studying, designing, and evaluating traffic signal timing plans.
● Experience designing transportation infrastructure projects, including evaluating impacts to the right of way, underground infrastructure, and traffic flow.
● Experience installing and deploying ITS equipment, including cameras, sensors, and other technologies that integrate with the functions of the traffic cabinet.</td>
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<td><u>INTELLIGENT SYSTEMS</u></td>
<td>Systems Analyst- Senior</td>
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A. Systems Analysis

What we expect:

- Performs functional and technical requirements gathering, analysis, and creation of requirements documentation.
- Designs solutions to business problems that leverage delivered technical functionality first before considering custom changes and enhancements, considering future product capabilities in those designs.
- Identifies and supports integrations between both internal and external systems.

Types of tasks:

- Leads and manages projects for assigned initiatives.
- Performs packaged software gap analysis.
- Performs system set up and configuration activities.
- Performs workflow analysis and/or implementing workflow automation.

B. Machine Learning

What we expect:

- Understands communication flows from the devices in the field to the network.
- Advises and directs work for big data aggregation and structure.

Tasks

- Reviews the network.
- Reviews software.
- Develops machine learning algorithms that benefit smart city projects, improve project outcomes, and increase efficiency for City processes.

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- Experience working on an integrated technology software system development and/or production support team.
- Experience with complex enterprise systems
- Technical expertise in modern technologies

Systems Analyst- Associate

- Experience working on an integrated technology software system development and/or production support team.
- Experience with complex technical domain systems.
- Demonstrated technical expertise in modern distributed systems architecture.

Machine Learning Developer

- Experience in developing machine learning solutions.
- Is aware of and practices best practices associated with privacy and security of data, including local, state, and federal requirements.
- Is sensitive to bias and discrimination present in data collection, data correlation, or algorithms used to derive insights and the unintended consequences of bias and error in these processes.
- Preferred skills include R, Python, SAS, Big Data, ML tools
- Demonstrated experience using ML algorithms such as BubbleSort, HeapSort, neural networks.

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DATA

What we expect:

- Performs full performance level information technology work developing, implementing, and maintaining complex, large-scale business and enterprise data models; designs and builds relational databases; develops and maintains enterprise-wide data architecture, governance, processes

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Data Architect

- Experience data modeling and designing enterprise-class data warehouses or data lakes.
- Experience in database design & development experience.
- Understanding of object-oriented design, re-use, and component-based development.
- Strong teamwork, interpersonal, and communication (oral and written) skills are required.

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<td>and tools; and serves as a technical expert to the organization in the use of enterprise and business data systems.
● Models complex city problems, discovers insights and identifies opportunities using statistical, algorithmic, mining, and visualization techniques.
● Works closely with agencies, Denver Smart City members and other stakeholders to turn data into critical information and knowledge that can be used to make sound organizational decisions.

Types of tasks:
● Performs analysis and logical design activities such as data modeling, entity relationship diagramming, CRUD (create, revise, update, and delete) analysis and logical database design.</td>
<td>● Ability to work well with business and IT customers.
● Experienced with RAD/Iterative development methodologies.
Data Scientist
● Possesses business focus, strong analytical and problem-solving skills and programming knowledge to be able to quickly cycle hypothesis through the discovery phase of the project.
● Demonstrated experience dealing with multiple data platforms, performance management, and scalability.
● Experience building analytical/predictive models, preferably in a business context (marketing, operations, finance, etc.)
● Experience in problem-solving, modeling and machine learning.
● Excellent written and communications skills to report insights and findings in a clear, structured manner are required.
● Demonstrated experience using data streaming, machine learning toolsets like Spark Mlib, Lambda Tier, Mahout or similar toolsets.</td>
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<td><u>SYSTEMS</u>
A. Systems Analysis
What we expect:
● Performs functional and technical requirements gathering, analysis, requirements synthesis, and creation of requirements documentation.
● Designs solutions to business problems that leverage delivered technical functionality first before considering custom changes and enhancements, considering future product capabilities in those designs.
● Acts as formal point of contact/liaison and technical expert between the Technology Services and Agencies/Outside Parties, and is responsible for the communication and coordination with all associated parties.
● Identifies and supports integrations between both internal and external systems.</td>
<td>Quality Assurance Engineer- Senior
● Well-versed in all testing methodologies (white vs. black box test work, system vs. functional).
● Possesses a solid understanding of quality assurance as part of the development process.
● Is detail oriented and a problem solver.
● Is familiar with the underlying technologies for which the QA analyst is contracted.
● Analytical Thinking: Intellectual capacity to break down a problem or situation into its component parts, identifying implications, timeframes and sequences.
● Executes/Results Driven.
● Demonstrated experience using automated quality assurance tools.</td>
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Types of tasks:

- Leads and manages projects for assigned initiatives.
- Performs packaged software gap analysis.
- Performs system set up and configuration activities.
- Performs workflow analysis and/or implements workflow automation.

B. Quality Assurance

What we expect:

- Performs any aspect of Quality Assurance.
- Ensures Software Quality Assurance, QA Program Implementation, Testing, Verification, and Validation to ensure the City and County of Denver's satisfaction with all implemented software.
- Leads testing and support activities related to the implementation of projects.
- Sets and conveys clear goals and monitors progress; Obtains results and adds value to the organization by making timely and sound decisions and influencing others. Holds self-accountable for achieving outcomes.
- Breaks down a problem or situation into its component parts, identifies implications, timeframes and sequences.

Types of tasks:

- Conducts Quality Assurance testing, walkthroughs, reviews, and/or inspections of work products like requirements/user story backlogs, designs, code and documents.
- Documents quality assurance practices.
- Develops and maintains test plans, manual and automated test scripts for user interface, functionality, system and user acceptance testing.
- Reports, tracks and determines the priority of reported bugs.
- Leads User Acceptance Testing (UAT).
- Writes functional specifications, develops appropriate test scenarios and scripts, and analyzes test results.
- Executes regression tests, functional tests, and data tests.

C. Applications

Tasks

- Develops software packages.
- Advanced knowledge of Xcel, Word, spreadsheets and presentation tools

Quality Assurance Engineer- Associate

- Experience testing enterprise and end to end systems Knowledge of Xcel, Word, spreadsheets and presentation tools.

Software Developer

- Experience developing responsive design applications and applications that are easily integrated into an IOT framework or a web portal.
- excellent computer science and software development experience.
- The ideal candidate would have experience developing software for IoT devices.
- Experience in connected vehicles desired.
- Expertise with Java and excellent knowledge of Linux operating systems.
- Experience developing in an agile project management framework.

Software Administrator

- Develop and deploy standards, methodologies, and best practices for applications utilization, business process improvement, application interfaces, and report writing. Document procedures, applications interfaces, service-level agreements, and other methodologies related to applications systems.
- Develops, coordinates and presents training, including oversight of training materials and user procedures and training curriculum; facilitate training sessions as necessary.
- Develop and maintain user documentation, implementation, and maintenance plans.
- Facilitate the maintenance, support, and upgrade of existing software applications and systems; facilitate and communicate upgrades, enhancements, and changes with vendors and internal customers.

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• Develops applications. • Develops interfaces. • Documents source code. • Develops open source frameworks.	• Troubleshoot software problems. • Assist in maintaining a secure information technology environment for software applications. • Facilitate application security administration, update processes and schedules, notifying users of any potential service interruptions, when required.
	Cloud Developer – Azure or Other • Experience as a software development experience with Microsoft .NET technologies. • Experience with hands-on RECENT coding experience in Cloud technologies in Azure. • Microsoft Cloud Certifications preferred. • Ability to understand the architecture and design of complex software products. • Strong working knowledge of source code repositories including GIT HUB, BitBucket etc. • Hands-on experience with CI CD tools like Bamboo, Octopus Deploy, SonarCube etc. • Strong working knowledge of multiple UNIX and Linux flavors. • Working knowledge of containerization like Docker etc. • Working knowledge of environment provisioning using Chef, Puppet etc. • Expert level knowledge of the MS Azure Cloud technologies including Azure web applications, App Services, Azure Service Fabric, SQL DB, Azure AD, etc. (MUST HAVE RECENT AZURE experience.)
	Cloud- Infrastructure Consultant • An Infrastructure Cloud Consultant can span multiple disciplines, as evident by our different agency environments. • We are looking for generalists, with expertise in one or more of the following: DevOps, Security, Compute / Storage, Network, Data, Hadoop, Containers, IoT, and Site Reliability Engineering.

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Demonstrated ability to think strategically about business, product, and technical challenges.
Deep hands-on experience leading the design, development, and deployment of business software at scale or current hands on technology infrastructure, network, compute, storage, and virtualization experience.
Proven experience with software development life cycle (SDLC) and agile/iterative methodologies required.
Experience with IT compliance and risk management requirements (eg. security, privacy, SOX, HIPAA etc.)

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<u>INFRASTRUCTURE</u>
What we expect:

Ability to implement system and network architecture plans and configurations in test and production environments.
Knowledge and expertise of network protocols and network management systems.
Works directly with business owners and IT resources to implement system and network configuration changes.
Recommend technical solutions to implement, monitor and manage system and network production environments.

Types of tasks:

Produce technical documentation (i.e. implementation and release notes).
Provide consulting and technical knowledge in customer and partner engagements, while working with client executives and key technical leaders to deploy Smart City solutions in our Microsoft Azure cloud environment.
Work closely with Technology and Engineering teams to implement best practices and lessons learned into system and network process methods.
Onsite system and network installation and administration.

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Network Technician

Network experience as a network engineer required working in a large network with over 100 devices.
CCNA or CCENT certification preferred.
Intermediate to advanced knowledge of platforms that monitor, control, configure network components.
Intermediate to advanced knowledge of data communication network architectures, components, protocols, software, hardware, and problem diagnostic applications.
Intermediate knowledge of problem, change, capacity, performance, and service level management.
Working knowledge of data communications network architectures, components, protocols, software, and problem diagnostic applications and hardware to complete complex problem resolution and service requirements.
Intermediate knowledge of environmental software interfaces, hardware installation, PC/LAN, testing and certification.

Wireless Technician

Excels at technical documentation, verbal presentations, and advising on strategic and architectural decisions as part of larger projects and programs.
Demonstrates an ability to read and interpret RF and electrical engineering designs.

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	• Demonstrates an understanding of 3GPP LTE standards for NB-IOT, Bluetooth, Radar, and Wi-Fi. • Experience evaluating, testing, deploying, and maintaining wireless radio technology, preferably in a traffic or field deployment setting. Experience with 802.11 wireless standards and cellular technology.
	Systems Architect • Background in Computer Sciences or Electrical and Electronics. • Extensive automotive experience and familiarity with Dedicated Short-Range Communications (DSRC), vehicle computers, electrical systems, sensors, and integrations with third-party devices. • Experience in connected vehicles desired. • Experience with network communication protocols, transport protocols, and payload optimization techniques and frameworks. • Experience in use case modeling and use case design reviews. • Experience with vehicle architectures, CAN/Automotive Ethernet, diagnostics, embedded device messaging and interoperability of embedded components.
	Systems Engineer • Demonstrated experience in administrating, designing and planning an enterprise system. • Plans and coordinates the setup, installation, and configuration of the operating system (including hardware and software), new software releases, and upgrades. • Monitors, tunes, diagnoses, and resolves complex operating system and bandwidth problems; monitors network performance to determine future requirements. • Troubleshoots, maintains, and repairs complex problems, typically related to system failures, with servers, hardware, operating systems, security, and data protection. Implements and documents a backup and recovery process and leads capacity planning for a specific data system.

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	• Implements, monitors, and maintains network security including firewalls, web filtering, and traffic shaping. Plans, coordinates, and implements security measures to protect data, software, and hardware.
	Storage Engineer • Demonstrated experience in administrating, designing and planning an enterprise storage system. • Plans and coordinates the setup, installation, and configuration of the operating system (including hardware and software), new software releases, and upgrades. • Implements and documents a backup and recovery process and leads capacity planning for a specific data system. • Plans, configures, installs, and maintains video security and video conferencing systems. • Implements, monitors, and maintains network security including firewalls, web filtering, and traffic shaping. Plans, coordinates, and implements security measures to protect data, software, and hardware. • Develops, tests, and implements complex scripts to automate common functions or network operations. • Consults with users to identify existing system problems then evaluates and recommends various software and hardware solutions to meet user needs. • Analyzes equipment performance records to determine the need for repair or replacement. • Recommends changes to improve systems and network performance, and determines hardware or software requirements related to such changes.
	Backup Administrator • Demonstrated experience in administrating, designing and planning an enterprise storage system. • Consults with users to identify existing system problems then evaluates and recommends various software and hardware solutions to meet user needs. • Analyzes equipment to determine the need for repair or replacement. Recommends changes to processes.

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	● Implements and documents a backup and recovery process and leads capacity planning for a specific data system.
	Security/Network Engineer ● Strong background in IoT device and network security in an enterprise environment. ● Strong understanding of wireless technologies such as WAVE, DSRC, V2X communication. ● Experience developing protocols in LINUX w/ DSRC ● Developing protocols in LINUX w/ DSRC. ● Implements, monitors, and maintains network security including firewalls, web filtering, and traffic shaping. Plans, coordinates, and implements security measures to protect data, software, and hardware.
	Security/Systems Engineer ● Monitors, tunes, diagnoses, and resolves complex operating system and bandwidth problems; monitors network performance to determine future requirements. ● Troubleshoots, maintains, and repairs complex problems, typically related to security failures, with servers, hardware, operating systems, networks, and data protection.
TECHNITION A. Signal Technician **What we expect:** ● Observes all common safety practices associated with tools and equipment, monitoring work environment for safety and hazards, and ensures safety for self and others. **Types of tasks:** ● Installs signal controller cabinets, video and data modems, and CCTV and cameras systems and control equipment.	**Traffic Signal Technician** ● Experience installing, constructing, maintaining, and repairing traffic signal systems and devices, which includes wiring, conduit, poles, signal heads, controllers, switches, and vehicle detectors under the direction of a supervisor. ● Inspects, removes, and repairs signal control and auxiliary equipment such as traffic signal controllers and cabinets vehicle and pedestrian head assemblies, and lighting and circuitry devices and systems. ● Adjusts, repairs, replaces, and modifies electric, electronic, and mechanical components, controllers, relays, switches, fuses, timers, and other related parts and equipment.

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• Performs software updates for controllers, modems, cameras, and display equipment. B. Fiber Technician **What we expect:** • Coordinates repairs with contractors and other City departments to ensure work is properly completed within standards and codes. • Operates equipment and uses tools, to ensure that they are secure, clean, and in proper working order, which includes maintenance and repair. • Familiar to OTDR operations and maintenance. **Types of tasks:** • Install fiber optic cables, underground conduit lines, junction boxes, and traffic control devices. • Installs and repairs splice enclosures both underground and within signal infrastructure, including fan out kits and splice enclosures • C. Computer Technician **What we expect:** • Works with other professional IT staff to develop and maintain technical procedures, documentation, and operational instructions and/or project or work order status. **Types of tasks:** • Tests in-house or vendor developed software and software upgrades for user requirements and documents errors or discrepancies for corrections. • Research appropriate to area of expertise.	**Fiber Technician** • Experience installing fiber optic cables, underground conduit lines, junction boxes, and traffic control devices. Inspects, removes, and repairs signal control and auxiliary equipment such as traffic signal controllers and cabinets vehicle and pedestrian head assemblies, and lighting and circuitry devices and systems. • Fusion splice, repairs, replaces, and modifies fiber optic cabling and connectors. • Operates equipment and uses tools, to ensure that they are secure, clean, and in proper working order, which includes maintenance and repair. **Computer Technician** • Oversees and provides instruction. Acts as a liaison between the user groups to communicate problems and possible solutions. • Researches new technologies and procedures to meet the needs of users in various agencies or city-wide. Provides training to user groups on how to identify and prevent problems. • Creates customized reports from a work tracking system to use in the analysis of hardware or software problems.

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EXHIBIT B - PRICING

Industry - ITS Category Function - Internet of Things (IoT), Traffic Engineering, Intelligent Systems, Technician, Consulting, Technical Documentation, Analysis & Evaluation)	Title/Classification	Level (I, II, III, IV or Staff, Associate Senior, Manager etc.)	Minimum Hourly Rate	Maximum Hourly Rate
ITS / Internet of Things (IoT)	System Engineer 4	Manager	$243.65	$302.79
ITS / Internet of Things (IoT)	System Engineer 3	Senior	$189.24	$241.29
ITS / Internet of Things (IoT)	System Engineer 2	Associate	$134.84	$186.88
ITS / Internet of Things (IoT)	System Engineer 1	Junior	$73.33	$132.47
ITS / Analysis & Evaluation	System Engineer 4	Manager	$243.65	$302.79
ITS / Analysis & Evaluation	System Engineer 3	Senior	$189.24	$241.29
ITS / Analysis & Evaluation	System Engineer 2	Associate	$134.84	$186.88
ITS / Analysis & Evaluation	System Engineer 1	Junior	$73.33	$132.47
ITS / Intelligent Systems	System Engineer 4	Manager	$243.65	$302.79
ITS / Intelligent Systems	System Engineer 3	Senior	$189.24	$241.29
ITS / Intelligent Systems	System Engineer 2	Associate	$134.84	$186.88
ITS / Intelligent Systems	System Engineer 1	Junior	$73.33	$132.47
ITS / Intelligent Systems	Security / Network Engineer 4	Manager	$243.65	$302.79
ITS / Intelligent Systems	Security / Network Engineer 3	Senior	$189.24	$241.29
ITS / Intelligent Systems	Security / Network Engineer 2	Associate	$134.84	$186.88
ITS / Intelligent Systems	Security / Network Engineer 1	Junior	$73.33	$132.47
ITS / Intelligent Systems	Wireless Engineer 4	Manager	$243.65	$302.79
ITS / Intelligent Systems	Wireless Engineer 3	Senior	$189.24	$241.29
ITS / Intelligent Systems	Wireless Engineer 2	Associate	$134.84	$186.88

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EXHIBIT B - PRICING

Industry - ITS Category Function - Internet of Things (IoT), Traffic Engineering, Intelligent Systems, Technician, Consulting, Technical Documentation, Analysis & Evaluation)	Title/Classification	Level (I, II, III, IV or Staff, Associate Senior, Manager etc.)	Minimum Hourly Rate	Maximum Hourly Rate
ITS / Intelligent Systems	Wireless Engineer 1	Junior	$73.33	$132.47
ITS / Traffic Engineering	Traffic Engineer 4	Manager	$243.65	$302.79
ITS / Traffic Engineering	Traffic Engineer 3	Senior	$189.24	$241.29
ITS / Traffic Engineering	Traffic Engineer 2	Associate	$134.84	$186.88
ITS / Traffic Engineering	Traffic Engineer 1	Junior	$73.33	$132.47
ITS / Intelligent Systems	Electrical Engineer 4	Manager	$243.65	$302.79
ITS / Intelligent Systems	Electrical Engineer 3	Senior	$189.24	$241.29
ITS / Intelligent Systems	Electrical Engineer 2	Associate	$134.84	$186.88
ITS / Intelligent Systems	Electrical Engineer 1	Junior	$73.33	$132.47
ITS / Technician	Electrical Inspection 3	Senior	$118.28	$177.42
ITS / Technician	Electrical Inspection 2	Associate	$106.45	$115.91
ITS / Technician	Electrical Inspection 1	Junior	$82.79	$104.08
ITS / Technician	Utility Coordinator/Inspector 4	Manager	$177.42	$212.90
ITS / Technician	Utility Coordinator/Inspector 3	Senior	$141.93	$175.05
ITS / Technician	Utility Coordinator/Inspector 2	Associate	$118.28	$139.57
ITS / Technician	Utility Coordinator/Inspector 1	Junior	$82.79	$115.91
ITS / Technician	CAD 3	Senior	$106.45	$141.93
ITS / Technician	CAD 2	Associate	$82.79	$104.08
ITS / Technician	CAD 1	Junior	$70.97	$80.43

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EXHIBIT B - PRICING

Industry - ITS Category Function - Internet of Things (IoT), Traffic Engineering, Intelligent Systems, Technician, Consulting, Technical Documentation, Analysis & Evaluation)	Title/Classification	Level (I, II, III, IV or Staff, Associate Senior, Manager etc.)	Minimum Hourly Rate	Maximum Hourly Rate
ITS / Consulting	Project Manager 4	Manager	$248.38	$307.52
ITS / Consulting	Project Manager 3	Senior	$208.17	$246.02
ITS / Consulting	Project Manager 2	Associate	$160.86	$205.80
ITS / Consulting	Project Manager 1	Junior	$118.28	$158.49
ITS / Technical Documentation	Administration Support 3	Senior	$78.06	$106.45
ITS / Technical Documentation	Administration Support 2	Associate	$47.31	$75.70
ITS / Technical Documentation	Administration Support 1	Junior	$35.48	$44.95
ITS / Consulting	Project Controls 4	Manager	$236.56	$295.69
ITS / Consulting	Project Controls 3	Senior	$193.98	$234.19
ITS / Consulting	Project Controls 2	Associate	$151.40	$191.61
ITS / Consulting	Project Controls 1	Junior	$106.45	$149.03

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EXHIBIT C

GENERAL SERVICES ON-CALL CONTRACT TASK ORDER FORM

CONTRACTS OFFICE
DENVER GENERAL SERVICES

Administered by:
Department of General Services Contracts Office
201 W. Colfax Ave., Dept. 1110
Denver, CO 80202
GScontracts@denvergov.org

Task Order Title & Description:

Contractor Name:

Agency Requester:

Contract No.:

Agency:

Workday Contract No.:

Requester Phone # and Email:

Fund/Cost Center/Spend Category:

It is hereby mutually agreed that when this **TASK ORDER** has been signed by the contracting parties, the following described scope of work shall be executed by the **CONTRACTOR** in accordance with all contract documents and as herein stipulated and agreed.

The sum, as indicated in the attached scope of work, constitutes full and complete consideration, payment and satisfaction to the Contractor for this Task Order and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further monies, extensions of time, or other consideration for the described scope of work to the Contract.

THE CONTRACTOR AGREES to furnish all services, material, labor and perform all work/tasks required to complete the scope of work described and any changes in accordance with requirements for similar work covered by the Task Order, except as otherwise stipulated herein, for the following considerations:

The Lump Sum of: ($XX.XX)

Task Order Completion Date:

Liquidated Damage:

Accepted for Contractor By:

Contractor Email:

Contractor Signature:

Title:

Date:

USING AGENCY
I hereby certify that funds are available that will be reserved to pay the Contractor in full for the work to be performed under this **TASK ORDER**.

_____
By Using Agency – Administrative or Budget Office Date

APPROVALS

_____
Approved by Requestor, Date

_____
Approved by Division Director Date

DISTRIBUTION: Auditor, Contract Administration, General Services Contract Compliance Technician, DSBO, and Contractor.

DocuSign Envelope ID: E9E5EF01-67AF-448B-90A0-2BD44E3EDF0C

EXHIBIT D

GENERAL SERVICES ON-CALL CONTRACT TASK ORDER CHANGE FORM

CONTRACTS OFFICE
DENVER GENERAL SERVICES

Administered by:
Department of General Services Contracts Office
201 W. Colfax Ave., Dept. 1110
Denver, CO 80202
GScontracts@denvergov.org

Task Order Title:

Contractor Name: On-Call Contract No.:

Supplier ID No.: Workday PO No.:

Agency: Agency Requestor:

Fund/Cost Center/Spend Category:

It is hereby mutually agreed that when this **TASK ORDER CHANGE** has been signed by the contracting parties, the following described changes shall be executed by the **CONTRACTOR** without changing the terms of the Contract.

Modifications to the Task Order described in the attached narrative and summarized in the attached scope of work dated and attached as Exhibit A.

THE CONTRACTOR AGREES to furnish all services, material, labor and perform all work/tasks required to complete the scope of work described and any changes in accordance with requirements for similar work covered by the Task Order Change, except as otherwise stipulated herein, for the following considerations:

Add/subtract from the Task Order the sum of: ($XX.XX)

Task Order Revised Completion Date:

Accepted for Contractor By: Contractor Signature:

Title: Date:

WORKDAY PO NO.: **CHANGE REQUEST SUMMARY**

Original Task Order Amount: $

Original Task Order Duration:

Original Task Order Completion Date:

This Task Order Change (+/-):

New Task Order Total:

Adjust the Task Order Completion Date by: calendar days

New Task Order Completion Date:

USING AGENCY

I hereby certify that funds are available that will be reserved to pay the Contractor in full for the work to be performed under this **TASK ORDER CHANGE**.

By Using Agency – Administrative or Budget Office Date

APPROVALS

Approved by Requestor, Date

Approved by Division Director Date

NOTE: No persons shall authorize or perform any of the above until the Task Order Change has all signatures and has been distributed alongside a Notice to Proceed

DISTRIBUTION: Auditor, Contract Administration, General Services Contract Compliance Technician, DSBO, and Contractor.

Client#: 1084649 TRIUNENG1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE Exhibit E

DATE (MM/DD/YYYY): 3/24/2020

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

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

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500	PHONE (A/C, No, Ext): 800 873-8500	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Hartford Accident & Indemnity Company	22357
INSURER C : XL Specialty Insurance Company	37885
INSURER D : Sentinel Insurance Company Ltd.	11000
INSURER E :	
INSURER F :	

INSURED
Triunity, Inc.
633 17th Street, Suite 1500
Denver, CO 80204

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			34SBWPF4230	10/21/2019	10/21/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			34UEGZG2585	10/21/2019	10/21/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10000			34SBWPF4230	10/21/2019	10/21/2020	EACH OCCURRENCE AGGREGATE 	$10,000,000 $10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		34WEGPV9667	10/21/2019	10/21/2020	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liability Claims Made			DPR9950850	10/21/2019	10/21/2020	$2,000,000 per claim $2,000,000 annl aggr.	

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella/Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner.
(See Attached Descriptions)

CERTIFICATE HOLDER

City and County of Denver
Department of General Services
Contracts Office
201 W. Colfax Ave Dept 1110
Denver, CO 80202

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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