

## MASTER SERVICES AGREEMENT

**THIS MASTER SERVICES AGREEMENT** (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **IGM TECHNOLOGY CORP.**, an Ontario corporation, registered to do business in Colorado, whose address is 77 MCMURRICH ST, TORONTO, Ontario, M5R 3V3, CA (“Contractor”), individually a “Party” and jointly “the Parties.”

### RECITALS

**WHEREAS**, the City is desirous of engaging a hosted third-party solution provider to aid the City in the production of a CAFR and Budget Book Management Software Tool supporting the Department of Finance and the Contractor has agreed to provide the hosted solution, services and other deliverables under the terms and conditions as set out below; and

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

- 1. DEFINITIONS.** Whenever used herein, any schedules, exhibits, order forms, or addenda to this Agreement, the following terms shall have the meanings assigned below unless otherwise defined therein. Other capitalized terms used in this Agreement are defined in the context in which they are used.
  - 1.1. “**Acceptance**” means the Deliverable demonstrates to the City's reasonable satisfaction that the Deliverable conforms to and operates in all material respects according to the Acceptance Criteria, and if required, has successfully completed Acceptance Testing in all material respects, and for Deliverables not requiring Acceptance Testing that the Deliverable reasonably conforms in all material respects to the Acceptance Criteria or the City's requirements.
  - 1.2. “**Acceptance Certificate**” means a written instrument by which the City promptly notifies Contractor that a Deliverable has been Accepted or Accepted with exceptions, and Acceptance Criteria have been met or waived, in whole or in part.
  - 1.3. “**Acceptance Criteria**” means functionality and performance requirements determined by the City and set forth on the Order Form for the applicable Product or Service, based upon

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

- 1.4. "**Acceptance Date**" means the date on which the City issues an Acceptance Certificate for the System or a Deliverable.
- 1.5. "**Acceptance Test**" means the evaluation and testing method, procedures, or both, that are set forth in the Order Form for the applicable Product or Service and are used to determine whether or not the System or a Deliverable requiring Acceptance Testing performs in accordance with the Acceptance Criteria.
- 1.6. "**City Data**" means all information, whether in oral or written (including electronic) form, created by or in any way originating with the City and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with the City, in the course of using and configuring the Services provided under this Agreement, and includes all records relating to the City's use of Contractor Services. City Data also includes Confidential Information disclosed to Contractor.
- 1.7. "**Confidential Information**" means all records or data that is disclosed in written, graphic or machine recognizable form and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent, or, if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) Calendar Days of the disclosure and is not subject to disclosure under CORA. Confidential Information shall include, but is not limited to, PII, PHI, PCI, federal or state tax information ("Tax Information"), Criminal Justice Information (CJI), personnel records, financial, statistical, personnel, human resources data or Personally Identifiable Information and/or Personal Information as described in the C.R.S 24-73-101, *et seq*; attorney/client privileged communications; information which is exempt per federal laws (including but not limited to copyright or HIPPA), all of which is not subject to disclosure under CORA. Confidential Information does not include information which: (a) is public or becomes public through no breach of the confidentiality obligations herein; (b) is disclosed by the party that has received Confidential Information (the "Receiving Party") with the prior written approval of the other party; (c) was known by the Receiving Party at

the time of disclosure; (d) was developed independently by the Receiving Party without use of the Confidential Information; (e) becomes known to the Receiving Party from a source other than the disclosing party through lawful means; (f) is disclosed by the disclosing party to others without confidentiality obligations; or (g) is required by law to be disclosed.

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

required to be produced by Contractor subject to the terms of this Agreement.

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

names, credit card numbers, or other credit card information as may be protected by state or federal law.

- 1.20. **“PII”** means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-72-501 and 24-73-101, C.R.S.
- 1.21. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act. If this Agreement involves the transmission of PHI a separate Business Associates Agreement will become a part of this Agreement.
- 1.22. **“Product(s)”** means software, Equipment, and supplies delivered, or to be delivered, pursuant to an Order Form.
- 1.23. **“Protected Information”** includes, but is not limited to, personally-identifiable information, student records, protected health information, criminal justice information or individual financial information and other data defined under § 24-72-101 *et seq.*, and personal information that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information. The loss of such Protected Information would constitute a direct damage to the City.
- 1.24. **“RFP Response”** means any proposal submitted by Contractor to City in response to City's Request for Proposal ("RFP") titled [ENTER RFP NAME, NUMBER, AND DATE HERE].
- 1.25. **“Services”** means Contractor’s computing solutions, provided to the City pursuant to this Agreement, that provide the functionality and/or produce the results described in the

Documentation, including without limitation all Enhancements thereto and all interfaces.

- 1.26. **"Service Level Agreement(s)"** mean the provisions set forth on the Contractor's website, which are incorporated into this Agreement by this reference.
- 1.27. **"Specifications"** means the most current cumulative statement of capabilities, functionality, and performance requirements for the Products or Services as set out in the Acceptance Criteria, Order Forms, Documentation, Contractor's representations, Contractor's proposal, and the City's Request for Proposals.
- 1.28. **"Subcontractor"** means any third party engaged by Contractor to aid in performance of the work or the Service. Contractor shall provide to the City upon request a list of Subcontractors providing material services to the Service.
- 1.29. **"System"** means the operational combination of all Products and Services to be provided by Contractor to the City under this Agreement.
- 1.30. **"Third Party"** means persons, corporations and entities other than Contractor, the City or any of their employees, contractors or agents.
- 1.31. **"Third-Party Host"** means the entity where the physical location of the server(s) of the Contractor's software resides.

## **2. RIGHTS AND LICENSE IN AND TO DATA**

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

## **3. DATA PRIVACY**

- 3.1. Contractor will use City Data only for the purpose of fulfilling its duties under this Agreement and for the City's sole benefit and will not share City Data with or disclose it to any Third Party without the prior written consent of the City or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use City Data for Contractor's own benefit and, in particular, will not engage in "data mining" of City Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by the City.
- 3.2. Contractor will provide access to City Data only to those Contractor employees, contractors and Subcontractors ("Contractor Staff") who need to access City Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to City Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of City Data they will be handling.
- 3.3. If Contractor receives Protected Information of a Colorado resident under this Agreement, Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the personal identifying information and the nature and size of Contractor's business and its operations. Unless Contractor agrees to provide its own security protections for the information it discloses to a third-party service provider, Contractor shall require all its third-party service providers to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the personal identifying information disclosed and reasonably designed to help protect the personal identifying information subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. Contractor and its third-party service providers that maintain electronic or paper documents that contain Protected Information under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the Protected Information to make it unreadable or indecipherable when the records are no longer needed.
- 3.4. Contractor may provide City Data to its agents, employees, assigns, and Subcontractors as necessary to perform the work under this Agreement, but shall restrict access to Confidential

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

#### **4. DATA SECURITY AND INTEGRITY**

4.1. All facilities, whether Contractor hosted or Third-Party Hosted, used to store and process City Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to provide the requested Service availability and to secure City Data from unauthorized access, destruction, use, modification, or disclosure appropriate for City Data. Such measures, when applicable due to the presence of Protected Information, include, but are not limited to, all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), (vii) §24-72-101 et seq., (viii) the Telecommunications Industry Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-942); (ix) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Addendum attached to this Agreement, if applicable. Contractor shall submit to the Manager, within fifteen (15) days of the Manager's written request, copies of Contractor's policies and procedures to maintain the confidentiality of protected health information to which Contractor has access, and if applicable, Contractor shall comply with all HIPAA requirements contained herein or attached as an exhibit.



- 4.2. Contractor warrants that all City Data will be encrypted in transmission (including via web interface) and in storage by a mutually agreed upon National Institute of Standards and Technology (NIST) approved strong encryption method and standard.
- 4.3. Contractor shall use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to anti-virus and anti-malware protections and intrusion detection and reporting in providing Services under this Agreement. Contractor shall ensure that any underlying or integrated software employed by the Service is updated on a regular basis and does not pose a threat to the security of the Service.
- 4.4. Contractor shall, and shall cause its Subcontractors, to do all of the following:
  - 4.4.1. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement.
  - 4.4.2. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
  - 4.4.3. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
  - 4.4.4. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
  - 4.4.5. Promptly report all Data Incidents, including Data Incidents that do not result in unauthorized disclosure or loss of data integrity.
  - 4.4.6. Comply with all rules, policies, procedures, and standards issued by the City's Technology Services Security Section.
  - 4.4.7. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the City with scheduled access for the purpose of inspecting and monitoring access and use of City Data, maintaining City systems, and evaluating physical and logical security control effectiveness.
  - 4.4.8. Contractor shall perform current background checks in a form reasonably acceptable to the City on all of its respective employees and agents performing services or having access to City Data provided under this Agreement, including any

Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to City Data shall be deemed to be current.

4.4.9. Contractor will provide notice to the security and compliance representative for the City indicating that background checks have been performed. Such notice will inform the City of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.

4.4.10. If Contractor will have access to Tax Information under the Agreement, Contractor shall comply with the background check requirements defined in IRS Publication 1075 and § 24-50-1002, C.R.S.

4.5. If applicable, Contractor shall use, hold, and maintain Confidential and Protected Information in compliance with all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all Confidential and Protected Information.

4.6. Prior to the Effective Date of this Agreement, Contractor, will at its expense conduct or have conducted the following, and thereafter, Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Data Incident:

4.6.1. A SSAE 16/SOC 2 or other mutually agreed upon audit of Contractor's security policies, procedures and controls;

4.6.2. A quarterly external and internal vulnerability scan of Contractor's systems and facilities, to include public facing websites, that are used in any way to deliver Services under this Agreement. The report must include the vulnerability, age and remediation plan for all issues identified as critical or high;

4.6.3. A formal penetration test, performed by a process and qualified personnel of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement.

4.7. Contractor will provide the City the reports or other documentation resulting from the above audits, certifications, scans and tests within seven (7) business days of Contractor's receipt of such results.

- 4.8. Based on the results and recommendations of the above audits, certifications, scans and tests, Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures to meet its obligations under this Agreement and provide the City with written evidence of remediation.
- 4.9. The City may require, at its expense, that Contractor perform additional audits and tests, the results of which will be provided to the City within seven (7) business days of Contractor's receipt of such results.
- 4.10. Contractor shall protect data against deterioration or degradation of data quality and authenticity, including, but not limited to annual Third Party data integrity audits. Contractor will provide the City the results of the above audits.

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

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

## **6. DATA INCIDENT RESPONSE**

- 6.1. Contractor shall maintain documented policies and procedures for Data Incident and breach reporting, notification, and mitigation. If Contractor becomes aware of any Data Incident, it shall notify the City immediately and cooperate with the City regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the City. If there is a Data Incident impacting residents of Colorado or any other jurisdiction, Contractor shall cooperate with the City to satisfy notification requirements as currently defined in either federal, state,

or local law. Unless Contractor can establish that neither Contractor nor any of its agents, employees, assigns or Subcontractors are the cause or source of the Data Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Data Incident as required by law. After a Data Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Data Incident in the future as directed by the City, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the City at no additional cost to the City.

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

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

## **7. DATA RETENTION AND DISPOSAL**

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

## **8. DATA TRANSFER UPON TERMINATION OR EXPIRATION**

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

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

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

**9. SERVICE LEVEL AGREEMENTS; INTERRUPTIONS IN SERVICE; SUSPENSION AND TERMINATION OF SERVICE; CHANGES TO SERVICE.** N/A

**10. COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES.**

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

10.2 **ADA Website Compliance:**

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

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

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

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

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

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

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

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



furnish to City a corrected version of the Services without the presence of Disabling Codes; and, (c) as needed, re-implement the Services at no additional cost to the City. This warranty shall remain in full force and effect as long as this Agreement remains in effect.

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

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

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

## **12. CONFIDENTIALITY**

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

12.2. The Receiving Party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing party. However, (a) either party may disclose Confidential Information to its employees and authorized agents who have a need to know; (b) either party may disclose Confidential Information if so required to perform any

obligations under this Agreement; and (c) either party may disclose Confidential Information if so required by law (including court order or subpoena). Nothing in this Agreement shall in any way limit the ability of City to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to the City are subject to applicable state and federal law, including the Colorado Open Records Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.

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

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

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

- 14.1. Contractor, under the general direction of, and in coordination with, the City's Chief Information Officer or other designated supervisory personnel (the "Manager") agrees to provide the Services listed on **Exhibit A** and perform the technology related services described on attached **Exhibit A** (the "Statement of Work" or "SOW"). The Services, when fully accepted, shall conform to the functionality matrix set out as Exhibit D, from the RFP Response. The Parties acknowledge that Contractor and the City may work to further define the SOW, in which case that work product ("Follow-Up SOW") will become a part of this Agreement by incorporation. If the Follow-Up SOW materially alters the attached SOW the Parties agree to amend this Agreement in writing.
- 14.2. As the Manager directs, Contractor shall diligently undertake, perform, and complete all of the technology related services and produce all the deliverables set forth on **Exhibit C** to the City's satisfaction.
- 14.3. Contractor is ready, willing, and able to provide the technology related services and the Services required by this Agreement.
- 14.4. Contractor shall faithfully perform the technology related services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
- 14.5. User ID Credentials. Internal corporate or customer (tenant) user account credentials shall be restricted as per the following, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures:
  - 14.5.1. Identity trust verification and service-to-service application (API) and information processing interoperability (e.g., SSO and Federation);
  - 14.5.2. Account credential lifecycle management from instantiation through revocation;
  - 14.5.3. Account credential and/or identity store minimization or re-use when feasible; and
  - 14.5.4. Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expire able, non-shared authentication secrets).
- 14.6. Vendor Supported Releases. Contractor shall maintain the currency all third-party software used in the development and execution or use of the Service including, but not limited to: all code libraries, frameworks, components, and other products (e.g., Java JRE, code signing

certificates, .NET, jQuery plugins, etc.), whether commercial, free, open-source, or closed-source; with third-party vendor approved and supported releases.

14.7. Identity Management. The City's Identity and Access Management (IdM) system is an integrated infrastructure solution that enables many of the City's services and online resources to operate more efficiently, effectively, economically and securely. All new and proposed applications must utilize the authentication and authorization functions and components of the IdM. Strong authentication is required for privileged accounts or accounts with access to sensitive information. This technical requirement applies to all solutions, regardless to where the application is hosted.

## **15. GRANT OF LICENSE; RESTRICTIONS**

15.1. Contractor hereby grants to the City a right and license to display, perform, and use the Services and use all intellectual property rights necessary to use the Services as authorized.

15.2. Title to and ownership of the Service will remain with Contractor. The City will not reverse engineer or reverse compile any part of the Service. The City will not remove, obscure or deface any proprietary notice or legend contained in the Service or Documentation without Contractor's prior written consent.

## **16. DELIVERY AND ACCEPTANCE**

16.1. Right to Perform Acceptance Testing. Prior to accepting Deliverables, the City shall have the right to perform Acceptance Testing to evaluate the Deliverable(s) to ensure they meet Acceptance Criteria, if any, set forth on the applicable Order Form or Statement of Work. Contractor shall cooperate with the City in the development of Acceptance Criteria that shall be codified in the applicable Order Form or Statement of Work that will set forth the location, date, and other specifications of the Acceptance Testing, if any. Acceptance Testing may occur in one or more phases, depending on the integration of contingent products, scalability, performance tuning or other measurable features or milestones.

16.2. After an Acceptance Test and if at any time the Service does not conform, the City will notify Contractor in writing within sixty (60) days and will specify in reasonable detail the identified failures and possible reasons for failure. Contractor will, at its expense, repair or replace the nonconforming product within fifteen (15) days after receipt of the City's notice of deficiency.

- 16.3. If the City issues an Acceptance Certificate for an "Acceptance with Exception(s)" the City will list the exception(s) and the date for Contractor's correction of the Error(s). If Error(s) are corrected by the listed date(s) the City agrees to commence further Acceptance Testing of the Deliverable or affected portion(s). If the Deliverable passes the Acceptance Tests, the City will issue an Acceptance Certificate.
- 16.4. If a Deliverable fails a second or subsequent Acceptance Test (or in the event of a single Acceptance Test, the Acceptance Test) in no event shall there be an increase to the original price agreed to by the Parties for the Deliverable.
- 16.5. The foregoing procedure will be repeated until the City accepts or finally rejects the Deliverable, in whole or part, in its sole discretion. In the event that the Service does not perform to the City's satisfaction, the City reserves the right to repudiate acceptance. If the City finally rejects the Service, or repudiates acceptance of it, Contractor will refund to the City all fees paid, if any, by the City with respect to the Service.
- 16.6. If the City is not satisfied with Contractor's performance of the technology related services described in the Statement of Work, the City will so notify Contractor within thirty (30) days after Contractor's performance thereof. Contractor will, at its own expense, re-perform the service within fifteen (15) days after receipt of City's notice of deficiency. The foregoing procedure will be repeated until City accepts or finally rejects the technology related service in its sole discretion. If City finally rejects any technology related service, Contractor will refund to City all fees paid by City with respect to such technology related service.
- 16.7. Contractor warrants that during the term of this Agreement that the Service and any associated components will not materially diminish during the subscription Term.
- 17. TERM.** The term of the Agreement is from December 15, 2020 through December 31, 2025 (the "Term"). The Parties agree that the Agreement may be renewed for an additional five (5) year term upon the same terms and conditions with an increase in no more than three percent (3%) of the annual cost for the renewal term. At the end of the initial Term the Parties shall adjust the pricing based upon the City's actual or anticipated usage.

## **18. COMPENSATION AND PAYMENT**

- 18.1. Fee: The fee for the Services and technology related services is described in the attached **Exhibits B** (the "Fee"). The Fee shall be paid pursuant to the City's Prompt Payment Ordinance.

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

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

18.4. Maximum Agreement Liability:

18.4.1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TWO HUNDRED EIGHTY-EIGHT THOUSAND TWO HUNDRED THIRTY-FIVE DOLLARS** (\$288,235.00) (the "Maximum Agreement Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the attached Exhibits. Any services performed beyond those in the attached Exhibits are performed at Contractor's risk and without authorization under the Agreement.

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

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

**20. TERMINATION**

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

services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

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

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

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

**22. WHEN RIGHTS AND REMEDIES NOT WAIVED.** In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and

the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

## **23. INSURANCE**

- 23.1. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-" VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Contractor. Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- 23.2. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to



placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit D, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

- 23.3. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and Subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- 23.4. Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
- 23.5. Subcontractors and Subconsultants: All Subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Contractor. Contractor shall include all such Subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such Subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such Subcontractors and subconsultants upon request by the City.
- 23.6. Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term

of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

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

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

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

23.10. Additional Provisions:

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

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

23.10.1.2. Defense costs are outside the limits of liability;

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

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

23.10.2. For claims-made coverage:

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

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

## **24. DEFENSE AND INDEMNIFICATION**

- 24.1. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- 24.2. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.
- 24.3. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.
- 24.4. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
- 24.5. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
- 24.6. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys’ fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Service, software, or work product provided by Contractor under this

Agreement (collectively, “IP Deliverables”), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

- 25. COLORADO GOVERNMENTAL IMMUNITY ACT.** The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S. (2003).
- 26. TAXES, CHARGES AND PENALTIES.** The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.
- 27. ASSIGNMENT; SUBCONTRACTING.** Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager’s prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and shall be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, Subcontractor or assign.
- 28. NO THIRD-PARTY BENEFICIARY.** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
- 29. NO AUTHORITY TO BIND CITY TO CONTRACTS.** Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City’s Charter and the Denver Revised Municipal Code.
- 30. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS.** Except for the functional requirements provided in response to a request for proposal and/or any subsequent

enhancement of the SOW or other implementation documentation that may be developed after execution of this Agreement, the Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

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

**32. CONFLICT OF INTEREST**

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

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

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

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

With a copy of any such notice to:

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

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

- 34. DISPUTES.** All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Manager as defined in this Agreement.
- 35. GOVERNING LAW; VENUE.** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District. Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.
- 36. NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under this contract, Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender

identity or gender expression, marital status, or physical or mental disability. Contractor shall insert the foregoing provision in all subcontracts.

- 37. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS.** Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.
- 38. LEGAL AUTHORITY.** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
- 39. NO CONSTRUCTION AGAINST DRAFTING PARTY.** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
- 40. ORDER OF PRECEDENCE.** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.
- 41. SURVIVAL OF CERTAIN PROVISIONS.** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

- 42. INUREMENT.** The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.
- 43. TIME IS OF THE ESSENCE.** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- 44. FORCE MAJEURE.** Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a Subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, Contractors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.
- 45. PARAGRAPH HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.
- 46. CITY EXECUTION OF AGREEMENT.** This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.
- 47. COUNTERPARTS OF THIS AGREEMENT.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.
- 48. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.



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

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

Health Information Portability and Accountability Act (HIPAA)

IRS Publication 1075

Payment Card Industry Data Security Standard (PCI-DSS)

FBI Criminal Justice Information Service Security Addendum

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

**51. ON-LINE AGREEMENT DISCLAIMER.** Notwithstanding anything to the contrary herein, the City shall not be subject to any provision included in any terms, conditions, or agreements

appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the work unless that provision is specifically referenced in this Agreement.

**52. PROHIBITED TERMS.** Any term included in this Agreement that requires the City to indemnify or hold Contractor harmless; requires the City to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of § 24-106-109 C.R.S.

**ATTACHED EXHIBITS**

EXHIBIT A - STATEMENT OF WORK

EXHIBIT B - PRICING

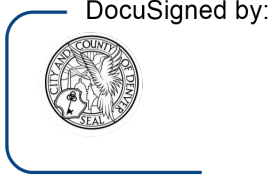
EXHIBIT C - FUNCTIONALITY MATRIX

EXHIBIT D- CERTIFICATE OF INSURANCE

**Contract Control Number:** TECHS-202057096-00  
**Contractor Name:** IGM TECHNOLOGY CORP

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of: 12/29/2020

**SEAL**



**CITY AND COUNTY OF DENVER:**

**ATTEST:**

DocuSigned by:  
  
401385B9DD354C3...

Clerk and Recorder/Public Trustee  
Paul López

By: DocuSigned by:  
  
5526E0F6F8934BA...

Deputy Mayor  
Donald Mares

**APPROVED AS TO FORM:**

Attorney for the City and County of Denver

By: DocuSigned by:  
  
8516F28B779745C...

Mr.  
Steven J. Hahn

**REGISTERED AND COUNTERSIGNED:**

By: DocuSigned by:  
  
975CC37373F64C1...

Chief Financial Officer  
Brendan J Hanlon

By: DocuSigned by:  
  
0269594F8B7845D...

Auditor  
Timothy M. O'Brien

**Contract Control Number:**  
**Contractor Name:**

TECHS-202057096-00  
IGM TECHNOLOGY CORP

By:   
05FC834E777B4D7...

Name: Isaac Gleicher  
(please print)

Title: CEO  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## High Level Scope

IGM Technology's flagship application is called Gravity. Gravity is a cloud-based solution that provides a secure, collaborative and auditable platform to produce public sector reports, like the Comprehensive Annual Financial Report, Budget Book, PAFR, Monthly, Quarterly and Presentations.

The intent of this project is to implement a CAFR and budget book management tool to increase efficiency and mitigate risk around the preparation and review of reporting for the CAFR and Budget Book. Authorized users simply login to Gravity and select which section(s) of the report that they want to work on. When multiple users try to edit or view the same section of the same report, Gravity would then automatically list those user names (that are currently accessing the same section of the report) at the top of the screen. Gravity's audit trail tracks who made each change, when the change occurred and precisely what was changed. In this way, it is easy to see how the document has evolved over time and see who made each change.

This proposal includes implementation services to automate the CAFR, Budget Book, ADA compliance for both reports and the development of one data collection template to support the collection of data for the CAFR and Budget Book from the City and County component units and agencies. Gravity's implementation team will help CCD create customized workflow which allows for designing a set of controls and steps to ensure review and approvals are run through the CCD reporting process. Workflows can be assigned for each individual schedule or section of the report depending on the users and process involved

Gravity provides a sophisticated publishing engine that can produce highly formatted report output. IGM will meet with CCD to define the graphical elements of the report, which typically include: the cover page, table of contents style, headers and footers, section breaks, and other graphical elements. Gravity and the service team ensures that the entire report is formatted consistently and with a very high degree of quality which meets ADA compliance standards.

Gravity also supports the concept of Supporting Documents. Any number of MS-Excel, MS-Word, MS-PowerPoint or .PDF documents can be loaded into Gravity to become supporting documents. IGM's implementation team will help CCD load supporting documents in Gravity which can be used as static documents or as working papers, for interim calculations. You can even link data from a supporting document to a financial statement or table, as required. Supporting Documents are typically flagged as "non-printing", so that this content is not to be printed in the final report.

The IGM implementation team will work with CCD to review the current process to collect information from the CCD departments and agencies where the relevant information will flow into the appropriate sections of the reports.

IGM's implementation team will test the data collection templates as well as create workflows and review processes for the flow of information from the departments and agencies.

## Core Modules and Functionality

1. Modules and Functionality		
Module	Requires Configuration (Y/N)	Included in Cost or Additional?
CAFR Automation	N	Y
Budget Book Automation	N	Y
Lease Management	N	See Below
Reconciliation Management	N	See Below
Internal Controls	N	See Below

For Lease Management, Reconciliation Management and Internal Controls please see Optional Services for additional costs for implementation services.

## Project Roles and Responsibilities

2. Vendor Project Leads		
The vendor team members listed below represent the lead roles on this project for Gravity. Other Gravity project team members will participate in the project as well.		
Employee Name	Project Role and Responsibilities	Experience/ Certifications/ Qualifications
Oded Solomon	Oded is VP services at IGM Technology. Oded has extensive experience implementing public sector reporting solutions at various states, cities, counties and governmental agencies. Oded has over 10 years of experience in deploying external financial reporting solutions to organizations across North America. Oded first began working with external financial reporting solutions at Clarity Systems in 2008, using a product called Clarity FSR. Clarity FSR was the first enterprise-scalable solution to automate the external financial reporting process. In 2010, Oded joined IBM as a Product Manager focused on IBM's external financial reporting solution, called CDM. At Clarity and IBM, Oded was involved	<b>IGM Technology</b> (2014 – present) <b>VP Services</b>  <b>IBM</b> (2010 – 2013) <b>Business Analyst, Product Management CDM</b> <b>Clarity Systems</b> (2008-2010) <b>Engineer, Pre-Sales group</b>

	<p>in automating the external financial reporting process at both public and private sector organizations. Oded then joined IGM Technology in 2013 to help bring to market the next generation in external financial reporting solutions. At IGM, Oded helped to launch Gravity into the marketplace. Gravity is ideally designed to help public sector organizations produce external financial reports, like the CAFR, Budget Book and other high value documents. Oded is now a Senior Implementation Consultant, leading the implementation of Gravity for IGM's public sector clients.</p>	
Chris Shantz	<p>Christopher Shantz is a project manager and training specialist at IGM Technology, where he enables IGM's clients to take full advantage of the Gravity platform. Chris manages a cross functional team of accountants, designers and implementation consultants to provide a comprehensive financial close management solution to IGM's clients. Prior to joining IGM, Chris studied Finance and Economics at the University of Western Ontario and has an extensive background in the banking and finance industry. Chris is a naturally inquisitive person and has excellent problem solving and communication skills. Chris has become an expert on the Gravity platform and is able to effectively help his clients leverage the utility of the Gravity platform</p>	<p><b>IGM Technology Corp</b>  <b>Project Manager</b>  (May 2019 – Present)  <b>Kiewit Corporation</b>  (May – September 2018)  <b>Financial Analyst Internship</b>    <b>Canadian Imperial Bank of Commerce (CIBC)</b>  Personal Banking Representative  (2013- 2017)</p>
Barry Ginsburg	<p><b>Director of Product Management</b></p> <p>Leading the product management at the company. Responsible for improving the functionality, the user interface, implementation process of the software.</p>	<p><b>Detelix Software Solutions</b> 2017-2019  <b>Head of Analytics</b>  <b>Ernst&amp;Young</b>  <i>Senior Manager, Forensic and Integrity Services</i>  2015 to 2017  <b>Grant Thornton</b></p>

**IGM Technology - Statement of Work**

	<ul style="list-style-type: none"> <li>• Leading implementation of newest available technologies into the product.</li> <li>• Adding new modules into the product.</li> <li>• Subject matter expert on accounting and management matters.</li> </ul>	<p><i>Manager, Forensic Advisory Services</i></p> <p><i>2009 to 2015</i></p>

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

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



	3. Participates in system installation, configuration, and testing to ensure all technical requirements are met
System Users	1. Participate in User Acceptance Testing (UAT) 2. Provide feedback as requested concerning product functions or features including suggestions for improvement
Reporting Lead	Provide data files from source system (Trial balance, Budget to Actual) Provide all supporting documents used to create prior years report (CAFR & Budget Book) 1. Provide detailed account summary and provide guidance for mapping financial data

### 3. Engagement Methodology

IGM Technology follows a structured approach and methodology to ensure the successful implementation of Gravity at each of our clients. Our approach and methodology includes:



**Project Planning**

During our initial planning meeting(s) with the City and County of Denver, we would:

1. Identify the high-level implementation timeline
2. Schedule the training sessions
3. Identify the roles and responsibilities of all members of the project team
4. Confirm the high-level project scope
5. Define the key metrics for success

**Technical Setup**

Each client receives its own “private cloud” to ensure that the Gravity application is ideally configured for each client’s specific needs and to ensure that each client’s data is fully secure. IGM would configure the technical environment for the City and County of Denver.

**User Training**

IGM provides comprehensive training on the application via live, hands-on, web-based training sessions. Both administrative training and end-user training are provided.

**CAFR & Budget Book Configuration**

IGM’s consulting team will configure Gravity to reproduce the CCD’s most recently published CAFR & Budget Book Report and then roll this report forward for the next year’s cycle. While IGM’s team is responsible for the bulk of this work, the City and County of Denver team will be called upon to provide guidance to the IGM services team as they are grouping the CCD’s accounts into necessary

**IGM Technology** - *Statement of Work*

hierarchies and reconciling to prior published values. Often this necessitates entry of GASB 34 or other adjustments into Gravity.

**Go-Live**

At this point, the CCD's CAFR & Budget reporting team will be fully trained on Gravity and ready to continue to further modify their CAFR. Of course, Gravity's support team would be available to assist CCD if they have any questions or need any type of assistance throughout the CAFR & Budget Book preparation process.

## Sample Project Acceptance Form

<b>Client Name:</b>	
<b>Job Site Location:</b>	
<b>Client PO #:</b>	
<b>Gravity Project #:</b>	

- Project Accepted  
 Conditionally Accepted (see Open Issues)

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

Description of Work Completed	Date

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

**Open Items:** Items requiring resolution are described as follows:

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

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

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

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

**SIGNED BY:**

\_\_\_\_\_  
**CLIENT AUTHORIZED AGENT**  
**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**GRAVITY REPRESENTATIVE**  
**DATE:** \_\_\_\_\_

## 4. Support Services

### Support Services Overview

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

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

### Annual Support Fees

Support services will be billed annually at the start of each support service year. Refer to Exhibit B - Pricing Matrix for the cost of support services.

### Term of Support Services

The term of the support services shall begin on the Go-Live date, tentatively expected to be February 26, 2021, and shall remain in effect for a period of five (5) years from the date of contract execution. Services rendered from the Go-Live date until the first anniversary of the date of contract execution shall be offered at a pro-rated rate based on number of days during that time period, divided by 365 days, and billed at time of system Go-Live.

Here is the included technical support plan:

- Gravity will provide CCD employees with access to a support desk and a job ticket system to resolve technical issues. Gravity will provide support using a number of technologies including phone, email, screen sharing, chat, and video conferencing depending on the urgency and complexity of the support issue.
- Upon receiving a request, the support desk will provide a callback or email response acknowledging receipt within two (2) hours, during business hours, and issues will typically be resolved within five (5) business days or less.
- More urgent (time-critical) support requests may be initiated by phone or job ticket marked “Urgent” by a CCD employee. Such requests will be assigned to a technician within two (2) hours if the request is received during business hours, and staff will be dedicated to this specific issue until it is resolved, with updates provided at least every four (4) hours.
- All support desk requests and issues and responses will be documented. The support desk will maintain a log of all support requests including the issue, status, and resolution of each call. Gravity will also maintain an issue database that identifies and tracks all deficiencies in the system identified during the warranty period. Access to the database will be extended to the CCD.
- We offer 24/7 support for critical system issues. Critical system issues are defined as system outages, portions of the site unusable with no workarounds, and loss or corruption of stored data.
- We offer support during business hours for non-critical issues, with “business hours” defined as 10 a.m.-5 p.m. Mountain Time (MT) on weekdays, excluding Federal holidays.

**IGM Technology - Statement of Work**

- For responses to critical system issues outside of business hours, issues must be reported by a CCD employee.
- This support plan does not include providing support services to the public, filers, or others besides CCD employees.

Here is the included software warranty:

**WARRANTIES, REPRESENTATIONS AND COVENANTS**

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

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

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

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

**Warranty of Authority.** Each party represents and warrants that it has the right to enter into this Agreement. Gravity represents and warrants that it has the unrestricted right to license the Software, and that it has the financial viability to fulfill its obligations under this Agreement. Gravity represents,

warrants, and agrees that Software shall be free and clear of all liens, claims, encumbrances, or demands of Third Parties. Gravity represents and warrants that it has no knowledge of any pending or threatened litigation, dispute, or controversy arising from or related to the Software. This warranty shall survive the expiration or termination of this Agreement.

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

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

## 5. Other Items

### Approved Subcontractor

This project will be completed directly through IGM Technology

### Planned Maintenance

Gravity will schedule occasional planned maintenance outages, expected once per quarter for up to 30 minutes each, usually after business hours. Gravity will work with CCD to ensure the outages don't coincide with CCD-mandated reporting periods for campaigns or issue committees.

### Escalation Procedures

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

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

### Other CCD Responsibilities

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

**IGM Technology** - *Statement of Work*

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

**Project Kick-Off – CAFR**

The project will start with a kick-off meeting between IGM Technology and the Denver's project team. At the kick-off meeting, IGM will present the IGM Technology Implementation Team, which would include: Project Manager, Implementation Services Consultant, CPA and a Designer.

IGM will review the key steps in the project and their associated timeline. The implementation process will follow the following steps:

- Step 1: Gather and analyze the required information from the City and County of Denver
- Step 2: Build the report and define the formatting styles for the budget report
  - Build the CAFR Data Collection template for departments and agencies
- Step 3: Analyze the Trial balance and create the "Account Hierarchies" in Gravity



- Test and Approve Data Collection Templates
- Step 4: Link data points throughout the report
- Step 5: Setup the rollover parameters
- Step 6: Define the Rollover process and Go-live

The City and County of Denver would receive its own “private cloud” to ensure that the Gravity application is ideally configured for the City of Denver’s specific needs and to ensure that Denver’s data is fully secure. IGM would configure the technical environment for the City and County of Denver. City and County of Denver’s Gravity domain name will be *Denver.gravityigm.com*

IGM will also setup a Google Drive environment for the City and County of Denver to upload the necessary supporting documents.

### **Step 1: GATHER AND ANALYZE THE REQUIRED INFORMATION FROM THE CITY AND COUNTY OF DENVER (weeks 1-2)**

IGM and City and County of Denver will jointly identify the supporting documents that are required for this project. These supporting files generally include the MS-Word, MS-Excel and PDF files that were used to produce City and County of Denver’s prior CAFR report, as well as a copy of the final PDF file that City and County of Denver previously produced.

City and County of Denver would also export a copy of the trail balance from City and County of Denver’s financial system and load these data files into the IGM DropBox.

IGM would then analyze all of the uploaded documents.

### **Step 2: BUILD THE REPORTS AND DEFINE THE FORMATTING STYLES FOR EACH REPORT (weeks 2-6)**

IGM will build the following report:

1. The City and County of Denver Final CAFR 2019 in preparation to roll over to 2020. IGM will build the following report:

- Create the Reporting Tree
- This defines the structure and sequence of the report in an easy-to-view tree structure
- Load all of the MS-Excel and MS-Word files into Gravity
- Design the styles required for each report as well as the required “Master Pages”. During this stage of the process, the City and County of Denver designer may want to participate in the design.
- Apply the defined styles to the entire report

IGM will also provide the initial Gravity Training, which would include “Working with Objects” (typically 2 hours of training over the web). Following the training, City and County of Denver will be able to review the CAFR.

At the end of this stage in the process, a full draft of the reports will be generated, with content that reflects last year’s filing.

### **2. (Optional Implementation services, see price proposal) Building data collection templates for Component Units and (Agencies) (weeks 2-6)**

IGM will build the following data collection templates:

**IGM Technology** - *Statement of Work*

- CAFR Data Collection template for component unit and agencies

The data collected by the templates will roll into the appropriate sections of the CAFR report.

### **Step 3: ANALYZE TRIAL BALANCE AND CREATE “ACCOUNTING HIERARCHIES” IN GRAVITY (weeks 3 – 8)**

IGM will review the trial balance and create a script within Gravity to pre-process the data file (as required) so that Gravity can automate the process to load and validate the data file.

Using the trial balance, IGM will create the Account Hierarchies for the CAFR.

### **2. (Optional Implementation services, see price proposal): Data collection Approval (Week 3 – 8)**

The City and County of Denver component units/agencies will submit the data and IGM will perform validation on the data that was submitted during the process.

Following the submission of the data by the departments, the CAFR file will be approved by the City and ready to be uploaded to the CAFR.

Each department will collect data through its own template and designated workflow.

### **Step 4: LINK DATA POINTS THROUGHOUT THE REPORT (week 5 –10)**

During this stage in the process, IGM will provide the third training session, “Working with Variables”. This training session is typically 2 hours and conducted over-the-web.

IGM will then link the Hierarchy to the spreadsheets, and to the numbers in narrative text and charts. At this stage City and County of Denver will assist the IGM team and guide them to define where to link the appropriate reporting lines in each spreadsheet object.

At the conclusion of this stage in the process, data will be linked throughout your report. If an updated budget data file is exported from your financial system, then:

- This data can be loaded into Gravity and during the load process the data file will be validated,
- The data will be linked to each spreadsheet object in each report automatically, and
- Data points within paragraphs of text and data on the charts will also be updated automatically.

### **Step 5: DEFINE THE ROLLOVER PROCESS AND GO-LIVE (week 10 -12)**

The Gravity team will work to produce the draft of the 2019 CAFR for final review. Once reviewed and approved by CCD, we will rollover the report to the current period, for the CAFR.

At this point in the process, City and County of Denver’s reporting team will be fully trained on Gravity and ready to continue to further modify their reports, if required.

City and County of Denver is now ready for Go-Live where all of the data points are linked throughout the report. Now the Denver team can simply upload a new ledger data file and all relevant data points will be refreshed.

Of course, Gravity’s support team would be available to assist City and County of Denver if they have any questions or need any type of assistance throughout the report preparation process.

## Training

At IGM, training is an on-going process. Mini-sessions to train the users on specific topics are set up as required and can be conducted on-site at your offices or over the web. We conduct the appropriate training sessions as you progress through learning how to use Gravity.

At the start of the project, we will set up a Kick-Off meeting where the City and County of Denver will meet its Gravity implementation team and we will discuss the implementation plan and schedule the training sessions.

The following list identifies the topics and typical sequence of the training sessions:

1. Gravity Basics
2. Administrator Training
3. Data File & Account Hierarchy
4. Variables
5. Auto-Style
6. Charts
7. Review Management
8. Roll Forward

Roles & Estimated Hours	
Roles	Estimated Hours
Project Manager	96 hours – 20%
Business Process Owner/Project Sponsor	48 hours – 10%
Subject Matter Experts	96 hours – 20%
System Administrator	20 hours
System Users	8 hours training per user
Reporting Lead	20 hours

Milestones and Payments	
Milestone	Payment
Gather and Analyze Required Data	
Build Reports	
Analyze Trial Balance	\$6,250
Link Data Points	
Define Rollover Process (Go Live)	\$6,250
Training	

## Project Kick-Off – Budget Book

The project will start with a kick-off meeting between IGM Technology and the Denver's project team. At the kick-off meeting, IGM will present the IGM Technology Implementation Team, which would include: Project Manager, Implementation Services Consultant, CPA and a Designer.

IGM will review the key steps in the project and their associated timeline. The implementation process will follow the following steps:

- **Step 1:** Gather and analyze the required information from the City and County of Denver

**IGM Technology - Statement of Work**

- **Step 2:** Build the report and define the formatting styles for the budget report
- **Step 3:** Analyze the Budget Data & Actuals and create the “Data Model” in Gravity
- **Step 4:** Link data points throughout the report
- **Step 5:** Setup the rollover parameters
- **Step 6:** Define the Rollover process and Go-live

The City and County of Denver would receive its own “private cloud” to ensure that the Gravity application is ideally configured for the City of Denver’s specific needs and to ensure that Denver’s data is fully secure. IGM would configure the technical environment for the City of City and County of Denver. City and County of Denver’s Gravity domain name will be *Denver.gravityigm.com*

IGM will also setup a Google Drive environment for City and County of Denver to upload the necessary supporting documents.

**Step 1: GATHER AND ANALYZE THE REQUIRED INFORMATION FROM THE CITY OF CITY AND COUNTY OF DENVER (Week 1-2)**

IGM and City and County of Denver will jointly identify the supporting documents that are required for this project. These supporting files generally include the MS-Word, MS-Excel and PDF files that were used to produce City and County of Denver’s prior budget reports, as well as a copy of the final PDF file that Denver previously produced.

City and County of Denver would also export a copy of the Budget Data & Actuals from City and County of Denver’s financial system and load these data files into the IGM DropBox.

IGM would then analyze all of the uploaded documents.

**Step 2: BUILD THE REPORTS AND DEFINE THE FORMATTING STYLES FOR EACH REPORT (Week 2 – 6)**

IGM will build the following report:

1. Denver’s Final Budget 2021 in preparation to roll over to 2022. The process to build each report will include the following steps:
  - Create the Reporting Tree
  - This defines the structure and sequence of the report in an easy-to-view tree structure
  - Load all of the MS-Excel and MS-Word files into Gravity
  - Design the styles required for each report as well as the required “Master Pages”. During this stage of the process, the City and County of Denver designer may want to participate in the design.
  - Apply the defined styles to the entire report

IGM will also provide the initial Gravity Training, which would include “Working with Objects” (typically 2 hours of training over the web). Following the training, City and County of Denver will be able to review the Budget Book.

At the end of this stage in the process, a full draft of the reports will be generated, with content that reflects last year’s filing.

### **Step 3: ANALYZE BUDGET DATA & ACTUALS, CREATE “DATA MODEL” IN GRAVITY (week 3 – 8)**

IGM will review the budget data & actuals data files and create a script within Gravity to pre-process the data file (as required) so that Gravity can automate the process to load and validate the data file.

Using the Budget & Actual data files, IGM will create the Data Model for the Budget Book.

### **Step 4: LINK DATA POINTS THROUGHOUT THE REPORT (week 5 – 10)**

During this stage in the process, IGM will provide the third training session, “Working with Variables”. This training session is typically 2 hours and conducted over-the-web.

IGM will then link the Data Model to the spreadsheets, and to the numbers in narrative text and charts. At this stage City and County of Denver will assist the IGM team and guide them to define where to link the appropriate reporting lines in each spreadsheet object.

At the conclusion of this stage in the process, data will be linked throughout your report. If an updated budget data file is exported from your financial system, then:

- This data can be loaded into Gravity and during the load process the data file will be validated,
- The data will be linked to each spreadsheet object in each report automatically, and
- Data points within paragraphs of text and data on the charts will also be updated automatically.

### **Step 5: DEFINE THE ROLLOVER PROCESS AND GO-LIVE (week 10–12)**

The Gravity team will work to produce the draft of the 2021 Budget Book for final review. Once reviewed and approved by CCD, we will rollover the report to the current period, for the Budget Book.

At this point in the process, City and County of Denver’s reporting team will be fully trained on Gravity and ready to continue to further modify their reports, if required.

City and County of Denver is now ready for Go-Live where all of the data points are linked throughout the report. Now the Placer team can simply upload a new budget data file and all relevant data points will be refreshed.

Of course, Gravity’s support team would be available to assist Denver if they have any questions or need any type of assistance throughout the report preparation process.

### **Training**

At IGM, training is an on-going process. Mini-sessions to train the users on specific topics are set up as required and can be conducted on-site at your offices or over the web. We conduct the appropriate training sessions as you progress through learning how to use Gravity.

At the start of the project, we will set up a Kick-Off meeting where City and County of Denver will meet its Gravity implementation team and we will discuss the implementation plan and schedule the training sessions.

The following list identifies the topics and typical sequence of the training sessions:

1. Gravity Basics
2. Administrator Training
3. Data File & Account Hierarchy
4. Variables

**IGM Technology** - Statement of Work

5. Auto-Style
6. Charts
7. Review Management
8. Roll Forward

<b>Roles &amp; Estimated Hours</b>	
<b>Roles</b>	<b>Estimated Hours</b>
Project Manager	96 hours – 20%
Business Process Owner/Project Sponsor	48 hours – 10%
Subject Matter Experts	96 hours – 20%
System Administrator	20 hours
System Users	8 hours training per user
Reporting Lead	20 hours

<b>Milestones and Payments</b>	
<b>Milestone</b>	<b>Payment</b>
Gather and Analyze Required Data	
Build Reports	
Analyze Budget Data and Actuals	<b>\$6,250</b>
Link Data Points	
Define Rollover Process (Go Live)	<b>\$6,250</b>
Training	

## Optional Services

City and County of Denver Department of Finance would like the option to engage with Gravity to provide the optional services listed below in the table. The services and corresponding service fees shall be Identified by City and County of Denver and Gravity shall be requested writing to provide the services. An amendment will be made to the contract to Include the requested services and appropriate language shall be added to support and maintenance documentation for the future of the contract.

<b>Core Modules Included with Gravity Enterprise</b>	<b>Implementation Services One-Time Fee</b>
Data Collection Template for component units/agencies	\$3,000
Capital Improvement Plan Template	\$3,000
Operations & Maintenance Template	\$3,000
Human Resources Template	\$3,000
Lease Management	\$8,000
Reconciliation of Lease Payments for AR/AP	\$5,000
Presentation Automation	\$3,000
Open Data Transparency	\$3,000
Management Dashboard	\$3,000
PAFR Automation	\$3,000

Reconciliation Management (Bank, Capital Assets)	TBD
Internal Controls	TBD

## Support

IGM will provide Technical Support to City and County of Denver via both telephone and electronic mail with 24/7 (“Support Hours”).

City and County of Denver may initiate a helpdesk ticket during Support Hours by calling IGM’s customer support line or any time by emailing [support@igm.technology](mailto:support@igm.technology)

IGM will also provide emergency support for all hours outside of the Support Hours, for emergency situations. Customer may initiate emergency support by calling IGM’s emergency support line at any time outside of regular Support.





Vendor Pricing Matrix

Exhibit B - Pricing Matrix

Vendor Pricing Matrix						
Component	Cost - Year 1	Year 2	Year 3	Year 4	Year 5	Vendor Explanation and Assumptions
<b>Cloud/SaaS Solution</b>						
Software	\$ 39,000.00	\$ 40,560.00	\$ 42,182.00	\$ 43,869.00	\$ 45,624.00	Increase of 4% applied on year two and subsequent years to cover inflation and product enhancements
Implementation (e.g. Custom Development, Configuration, etc.)	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	
Consulting Services	\$ -	\$ -	\$ -	\$ -	\$ -	Hourly Consulting charge oif needed is \$150 per hour
Support/Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	
Licensing	\$ -	\$ -	\$ -	\$ -	\$ -	
Warranty	\$ -	\$ -	\$ -	\$ -	\$ -	
Training	\$ -	\$ -	\$ -	\$ -	\$ -	Unlimited Training included for the lifetime of the contract
Other - Please Specify ADA Compliance CAFR	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	ADA services of \$500 are charged per year per report
Other - Please Specify ADA Compliance Budget Book	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	ADA services of \$500 are charged per year per report
<b>Subtotal</b>	<b>\$ 65,000.00</b>	<b>\$ 41,560.00</b>	<b>\$ 43,182.00</b>	<b>\$ 44,869.00</b>	<b>\$ 46,624.00</b>	
<b>Grand Total</b>	<b>\$ 65,000.00</b>	<b>\$ 41,560.00</b>	<b>\$ 43,182.00</b>	<b>\$ 44,869.00</b>	<b>\$ 46,624.00</b>	

Pricing Clarification Questions	Vendor Response

Gravity - Enterprise which includes Access for up to 175 Users with Access to all of Gravity's core modules including:

<b>Core Modules Included with Gravity Enterprise</b>	<b>Implementation Services One-Time Fee</b>
Data Collection Template for component units/agencies	\$3,000
Capital Improvement Plan Template	\$3,000
Operations & Maintenance Template	\$3,000
Human Resources Template	\$3,000
Lease Management	\$8,000
Reconciliation of Lease Payments for AR/AP	\$5,000
Presentation Automation	\$3,000
Open Data Transparency	\$3,000
Management Dashboard	\$3,000
PAFR Automation	\$3,000
Reconciliation Management (Bank, Capital Assets)	TBD
Internal Controls	TBD

Each user license is part of the Gravity audit-trail, workflow, collaboration and all other advanced features in Gravity.

Exhibit C - Requirements Traceability Matrix RTM

ID	Requirement Type	Requirement Name	Requirement Description	Notes	Requirement Compliance	Requirement Compliance Description	Requirement Compliance Value	Product/Module	Vendor Response Comments
1	Functional	Financial Reporting	Ability to produce financial reports (CAFR and Annual Budget Document)						
1.1	Functional	Budget Book and CAFR Production	Manage data and configure processes needed to produce both the City's CAFR and the Annual Budget Document - Budget Book (as well as other DOF documents in the future). Includes building the different types of reports and other documents needed to produce each publication.		Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	4	Gravity - CAFR automation Gravity - Budget Book automation	Gravity is ideally suited to help organizations automate the production of their high value reports, including the CAFR, Budget Report, PAFR, Monthly, Quarterly Reporting, Presentations, CIP and much more.
1.2	Functional	Incorporate graphs, charts, tables, images	Summarize data in connected and dynamic graphs, charts, and tables, and ability to incorporate images.		Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	4	Gravity - CAFR automation Gravity - Budget Book automation	Gravity's sophisticated report publishing engine makes it easy to produce highly formatted report output. Users are able to work with spreadsheets and text editors, as their primary interface into the application. This familiar interface makes it easy for users to configure reports and apply styles. Gravity's report publishing engine then takes the content and the style definitions and produces extremely high-quality report output using our embedded desktop publishing engine.  Gravity provides many advanced formatting features within the application. Some of the advanced formatting features available within the application include: (i) ability to dynamically flip between portrait and landscape within the same report, (ii) odd/even page numbering (where the page number alternates between bottom left and bottom right of the page), (iii) dot leaders (commonly used in table of contents, to visually link the section description to the page number), (iv) side-by-side presentation of pages (for very wide tables), (v) automatic index at the end of the report, (vi) advanced charting objects, (vii) ability to merge existing PDF documents into the final report, (viii) highly formatted title pages, headers, footers, section breaks, and much more.  With Gravity, the Table of Contents can be produced with automatic page numbering. You can even have "links" from the table of contents to jump directly to each section of the report.
1.3	Functional	Linked data and documents	Financial data is summarized and reported on in multiple places within the same document. Updating the source data should seamlessly "push" updates to all associated tables and charts.		Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	4	Gravity - CAFR automation Gravity - Budget Book automation	Gravity will enable teams to reduce the risk of errors by linking all financial statements, notes, charts and narrative so that all changes are updated with to most up-to-date information housed in the data source (ERP system).  This reduces the risk of human error and saves time in tracking and maintaining manual changes.
2	Functional	Publishing	Documents are ADA compliant and highly formatted						
2.1	Functional	ADA compliance	CAFR and Budget Book will be posted online and need to be ADA compliant.  Please provide in the "Vendor Response Comments" column on this row the types of documents that the solution can provide along with their level of ADA Automation - e.g. Fully Automated Partially Automated, etc."		With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product - and not by changing the product's source code - so that it functions in a way that meets the City's specific business needs.	3	Gravity - CAFR automation Gravity - Budget Book automation Additional software and manual processes are used in order to make sure that the document is ADA compliant	IGM believes that ADA compliance is an integral part of providing our clients with digital content that is accessible to all. Gravity produces ADA Compliant reports by implementing a combination of capabilities that are part of Gravity's reporting tools, external software that is helping to make pdf files ADA compliant and manual procedures. Gravity & the service team support ADA compliant output which achieve level AA.
2.2	Functional	Formatting	Allow for advanced, customizable, streamlined and consistent formatting		Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	4	Gravity - CAFR automation Gravity - Budget Book automation	Gravity's report generation engine automatically ensures consistent styles within tables, including consistent: margins, table layout and size, column widths, fonts and styles. In this way, Gravity reports look like all of the components belong together and flow from one section to another seamlessly.  Gravity also supports all of the style definitions available in Adobe InDesign - the industry leading desktop publishing tool. As a result, the style definitions available in Gravity are virtually limitless.  These features all help to improve the design and readability of reports produced by Gravity.
3	Functional	Data Collection	Data input from multiple sources						
3.1	Functional	Collect data from multiple sources	Ability to import data from other sources (e.g. performance measures, lookup information, etc.)  Please provide in the "Vendor Response Comments" column on this row the types of data that can be imported and the types of formats supported (e.g. CSV)		Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	4	Gravity - CAFR automation Gravity - Budget Book automation	Gravity also provides the ability to manually load data files from any number of source systems. For example, an trial balance or G/L extract can easily be extracted from and source system and then loaded into the Gravity database, on demand. The process to load data files into Gravity is as follows: 1. Export the desired data 2. Load the data file into Gravity using our easy-to-use data loading wizard. Gravity also provides a rich set of functionalities to automatically "cleanse the data", if required, during the data load process. This data cleansing process can be applied regardless of how the data is loaded into Gravity. That is, the data cleansing process can be applied if the data was loaded via the API method, or via the Export / Import method. With Gravity's data cleansing process, automatic transformations can be defined to merge columns, split columns of data, trim prefixes or suffixes, remove headers, etc. The result of these transformations is a clean set of data that is available to immediately update the CPS CAFR in Gravity.  Comparison - After uploading files from multiple data sources, it is possible to perform test of any relation between the data sources, including comparison. Joining & Connecting - any two structured data sources can be joined using Gravity powerful SQL server engine.
3.2	Functional	Automate data collection from stakeholders	Ability to create forms or other templates to collect pertinent data from users across the city (e.g. Performance measures, narrative text, capital equipment)		Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	4	Gravity - CAFR automation Gravity - Budget Book automation	Gravity Data Collection Templates can be used by personnel at any location to enter data directly into Gravity, using a cloud-based spreadsheet interface.
4	Functional	Collaboration	Allow for real-time collaboration from multiple users	MS-Excel files on a desktop or on a shared drive can be linked to Gravity's cloud based spreadsheet					
4.1	Functional	Collaborative, real-time	Multiple users may be editing/updating different parts of the document at the same time. Need the ability for real-time collaboration.		Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	4	Gravity - CAFR automation Gravity - Budget Book automation	Multiple users can work in Gravity simultaneously without overriding or conflicting versions.  Gravity is a 100% cloud-based solution that supports concurrent editing from multiple users with real-time updating of all changes to the report.  With Gravity, multiple users, from any location, can edit the same section, of the same report, at the same time. Furthermore, all users are able to see the changes being applied by the other users, in real-time. In this way, Gravity supports true real-time collaboration. Users are able to work together to edit the document, as required.  Of course, only authorized users would be able to view or edit a given section of the report, based on their security profile.  Authorized users simply login to Gravity and select which section(s) of the report that they want to work on. When multiple users try to edit or view the same section of the same report, Gravity would then automatically list those user names (that are currently accessing the same section of the report) at the top of the screen.  Users are assigned a unique color for their cursor. In this way, it's easy to see what each user is doing. Gravity even provides an easy-to-use "chat" feature, so that users can chat with each other while the editing is underway.  Other solutions on the market typically support collaboration by allowing a user to "check-out" a section of the report, work on it, and then "check it back in again". As a result, with other products, only 1 user can change a given section of the report at any point in time. Gravity is unique in providing true real-time collaboration with the ability to support concurrent editing across the entire report.  Gravity supports the review of documents, milestones and blacklines to be distributed to key stakeholders. With Gravity, each section of the document can be assigned and distributed to one or many stakeholders. Each stakeholder would then have the right to edit, suggest or view that section of the document, based on their security profile. Users would be able to work on their section(s), review blacklines and add comments, as appropriate. Milestones can also be defined, distributed and reviewed by key stakeholders, during the document creation and review process. Audit Trail All changes made to a report are recorded in a clear and easy-to-access audit trail which includes who made the change, what was changed and when the change occurred. Users can even use the audit trail to revert a section of the document back to its status at a prior point in time.
4.2	Functional	Save and review multiple versions	Ability to keep track of changes and revisions to the document, and save "versions" that can be accessed and restored if needed.		Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	4	Gravity - CAFR automation Gravity - Budget Book automation	Gravity supports the review of documents, milestones and blacklines to be distributed to key stakeholders. With Gravity, each section of the document can be assigned and distributed to one or many stakeholders. Each stakeholder would then have the right to edit, suggest or view that section of the document, based on their security profile. Users would be able to work on their section(s), review blacklines and add comments, as appropriate. Milestones can also be defined, distributed and reviewed by key stakeholders, during the document creation and review process. Audit Trail All changes made to a report are recorded in a clear and easy-to-access audit trail which includes who made the change, what was changed and when the change occurred. Users can even use the audit trail to revert a section of the document back to its status at a prior point in time.
4.3	Functional	Workflow Management	Bi-directional, customizable workflows with notifications and approvals. Including city agencies outside CCD Network, i.e. DEN, Zoo, Auditor, DA, County Court, Library)		Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	4	Gravity - CAFR automation Gravity - Budget Book automation	Workflow controls who can access a given section of the report, at a given point of time, as well as what access rights are granted. With Gravity, you can setup any number of workflow chains and each workflow chain can have any number of steps in the chain. For example, a given section of the report may use the following workflow chain:  At each stage in the workflow chain, multiple users can be assigned with rights to this section of the report. Rights can be defined as: Edit - so that users can change content, Suggest - so that users can only make suggested changes to the content, or View - so that users can only view the content, or No Rights could be provided for a given user - so that this user will not be able to even view this section of the report.  One of the possible modifications for Gravity workflow is designing a single user access stage to ensure only one person can access that object in this stage. Access rights can be further controlled via "Cell Based Security". For example, with Gravity you are able to provide users with Edit rights to a given spreadsheet. But, you could further restrict the users from editing a specific set of cells on the spreadsheet. In this way, you can be sure that users are only editing the content that they are supposed to be able to edit. Gravity's security model is very robust and can easily be tailored to satisfy your specific requirements.
5	Functional	Interoperability	Integrate with other systems						
5.1	Functional	Integration with Quistica	Integration with budgeting system Quistica - Initiator - Quistica data would be pushed to TBD solution - Type of Information - Salary data and line item budget data - Ideal integration mechanism - Prefer a web service/API, but open to other methods, i.e. file import - Frequency - Ad-Hoc - Direction - One Way integration		With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product - and not by changing the product's source code - so that it functions in a way that meets the City's specific business needs.	3	Gravity - CAFR automation Gravity - Budget Book automation	Gravity also provides the ability to manually load data files from any number of source systems. For example, an trial balance or G/L extract can easily be extracted from and source system and then loaded into the Gravity database, on demand. The process to load data files into Gravity is as follows: 1. Export the desired data 2. Load the data file into Gravity using our easy-to-use data loading wizard. Gravity also provides a rich set of functionalities to automatically "cleanse the data", if required, during the data load process. This data cleansing process can be applied regardless of how the data is loaded into Gravity. That is, the data cleansing process can be applied if the data was loaded via the API method, or via the Export / Import method.  With Gravity's data cleansing process, automatic transformations can be defined to merge columns, split columns of data, trim prefixes or suffixes, remove headers, etc. The result of these transformations is a clean set of data that is available to immediately update the CPS CAFR in Gravity.

ID	Requirement Type	Requirement Name	Requirement Description	Notes	Requirement Compliance	Requirement Compliance Description	Requirement Compliance Value	Product/Module	Vendor Response Comments
5.2	Functional	Integration with Workday	Integration with ERP system Workday - Initiator - Workday data would be pushed to TBD solution - Type of information - Expenditure and financial reporting data - Ideal integration mechanism - Prefer a web service/API, but open to other methods, i.e. file import. - Frequency - Ad-Hoc - Direction - One Way integration		With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product’s source code – so that it functions in a way that meets the City’s specific business needs.	3	Gravity - CAFR automation Gravity - Budget Book automation	Gravity can easily load a trial balance file from Work Day and/or a budget extract file from Quistica. Most commonly, the trial balance and/or budget data extract file is exported from the source system as a flat file (i.e. csv file) and then loaded into Gravity.  Gravity also provides an open API where data could be extracted directly from Workday on demand.  Of course, users can also load data from MS-Excel into Gravity, or simply copy and paste data into Gravity, as required.  There are many ways to load data from Workday and Quistica into Gravity. We would be pleased to work with HRSO to determine the method that is most effective.
6	Non-Functional	Performance Efficiency							
6.1	Non-Functional	Number of Users	Anticipating 200-300 users initially, with potential to grow to 1,000+ users		Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	4	Gravity - CAFR automation Gravity - Budget Book automation	Gravity can provide access to the system to an unlimited number of named users
7	Non-Functional	Usability	Degree to which a product or system can be used by specified users to achieve specified goals with effectiveness, efficiency and satisfaction in a specified context of use. This characteristic is composed of the following sub-characteristics:  Appropriateness recognizability: Degree to which users can recognize whether a product or system is appropriate for their needs.  Learnability: Degree to which a product or system can be used by specified users to achieve specified goals of learning to use the product or system with effectiveness, efficiency, freedom from risk and satisfaction in a specified context of use.  Operability: Degree to which a product or system has attributes that make it easy to operate and control.  User error protection: Degree to which a system protects users against making errors.  User interface aesthetics: Degree to which a user interface enables pleasing and satisfying interaction for the user.  Accessibility: Degree to which a product or system can be used by people with the widest range of characteristics and capabilities to achieve a specified goal in a specified context of use.	This item is supported by the ISO 25010 standard for quality attributes and is required for Technical Architecture Review (TAR)					
7.1	Non-Functional	American Disabilities Act (ADA)	The purpose of the American Disabilities Act is to make sure that people with disabilities have the same rights and opportunities as everyone else. The ADA gives civil rights protections to individuals with disabilities similar to those provided to individuals on the basis of race, color, sex, national origin, age, and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services, and telecommunications. The ADA is divided into five titles (or sections) that relate to different areas of public life. For more information please see below.  <a href="https://adata.org/learn-about-ada">https://adata.org/learn-about-ada</a>  Demonstration of Compliance: The DOJ is currently developing regulations to provide specific guidance, but organizations are encourage to use the WCAG 2.0 level AA guidelines	Applies to all vendors	With Configuration	The solution can meet the requirement by arranging the functional parameters that are already inherent in the product – and not by changing the product’s source code – so that it functions in a way that meets the City’s specific business needs.	3	Gravity - CAFR automation Gravity - Budget Book automation	Gravity & the service team support ADA compliant output which achieve level AA.
8	Non-Functional	Reliability	Degree to which a system, product or component performs specified functions under specified conditions for a specified period of time. This characteristic is composed of the following sub-characteristics:  Maturity: Degree to which a system, product or component meets needs for reliability under normal operation.	This item is supported by the ISO 25010 standard for quality attributes and is required for Technical Architecture Review (TAR)					
8.1	Non-Functional	Availability %	The solution/platform will have 99.9% uptime availability.		Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	4	Gravity - CAFR automation Gravity - Budget Book automation	As a standard, Gravity is committed to provide 99.9% availability.
9	Non-Functional	Security	Degree to which a product or system protects information and data so that persons or other products or systems have the degree of data access appropriate to their types and levels of authorization. This characteristic is composed of the following sub-characteristics:  Confidentiality: Degree to which a product or system ensures that data are accessible only to those authorized to have access.  Integrity: Degree to which a system, product or component prevents unauthorized access to, or modification of, computer programs or data.  Non-repudiation: Degree to which actions or events can be proven to have taken place, so that the events or actions cannot be repudiated later.  Accountability: Degree to which the actions of an entity can be traced uniquely to the entity.  Authenticity: Degree to which the identity of a subject or resource can be proved to be the one claimed.	This item is supported by the ISO 25010 standard for quality attributes and is required for Technical Architecture Review (TAR)					
9.1	Non-Functional	Identity Management	Features and capabilities to support the provisioning of users, assigning them into role/groups, and manage their access rights to specific areas of the solution.		Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	4	Gravity - CAFR automation Gravity - Budget Book automation	Only authorized users would be able to view or edit a given section of the report, based on their security profile. Authorized users simply login to Gravity and select which section(s) of the report that they want to work on. When multiple users try to edit or view the same section of the same report, Gravity would then automatically list those user names (that are currently accessing the same section of the report) at the top of the screen.
9.2	Non-Functional	Access Management	Features and capabilities to support Single Sign On (SSO), authentication, authorization, auditing, policy administration.		Future Release	The current version of the solution cannot meet the requirement "Out of the Box" or "With Configuration" but will be able to with a scheduled future release of the product.	1	Gravity - CAFR automation Gravity - Budget Book automation	SSO capabilities are under development and are scheduled to be available in Q4 2020.
9.3	Non-Functional	Role-Based Security	Access to data, screens, and critical functions can be limited and customized based on roles. i.e. limiting agency users to seeing only their respective agency, and prevent or turn off editing permissions at the end of the budget process when final decisions are being made.		Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	4	Gravity - CAFR automation Gravity - Budget Book automation	Of course, only authorized users would be able to view or edit a given section of the report, based on their security profile. Authorized users simply login to Gravity and select which section(s) of the report that they want to work on. When multiple users try to edit or view the same section of the same report, Gravity would then automatically list those user names (that are currently accessing the same section of the report) at the top of the screen.
9.4	Non-Functional	Audit Logging	User activity is recorded for security and auditing purposes.		Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	4	Gravity - CAFR automation Gravity - Budget Book automation	All changes made to a report are recorded in a clear and easy-to-access audit trail which includes who made the change, what was changed and when the change occurred. Users can even use the audit trail to revert a section of the document back to its status at a prior point in time.  Gravity also provides a clear audit trail of all changes made to its data model. As new data files are loaded, prior versions are retained to provide a clear history of all data loaded into the application.  Further, every cell maintains its Edit History showing who changed what value and what its previous value was and what was the time of change.
10	Transition	Training/implementation	Captures the training requirements necessary to use and maintain the new solution. This would include training requirements such as onsite, online, "train-the-trainer", and any other training as deemed necessary by the stakeholders.						
10.1	Transition	Training Requirements	≤ 20 Hours of On-Site Training		Out-of-the-Box	The solution meets the requirement as is, "out-of-the-box" functionality with no configuration or custom programming/coding.	4	Gravity - CAFR automation Gravity - Budget Book automation	IGM provides comprehensive training on the application via live, hands-on, web-based or on-site training sessions. Both administrative training and end-user training are provided.
10.2	Transition	System Implementation	The system must be implemented by February 2021					Gravity - CAFR automation Gravity - Budget Book automation	Gravity can be fully configured by Feb 2021, please find attached Statement of Work that defines key dates and deliverables.