

"Instructions for Non-Co NCRB. Complete "other" s referencing attachments w	subject area if additional in	Application" fo nformation is nea	or completing this eded. Subject are	application in accord	fer to the page entitled ance with its policy regarding pleted and responses merely
Department Office of the City Clerk	Originator Name Ennedy Rivera	Telephor 312-744	ne Dai 2/2 -7787 and	21/2020 d	of Application Author
Contract Liaison Alexis White	Email Contract Liaison alexis.white@cityofchico.org	Telephor cag 312-744	-6248 5/2	7/2020	neoly Minera
List Name of NCRB Atter	ndees/Department				
Ennedy Rivera Roberto Lopez Kathryn O'Connell Alexis White		Office of	of the City Clerk of the City Clerk of the City Clerk of the City Clerk		
Request NCRB review be	conducted for the prod	uct(s) and/or s	anvicate) daearit	had bassin	
Company: Granicus Inc.		aut(0) and/01 3	ervice(s) descri	bed lierein	
Contact Person: Cale Brakke  Project Description: Legi	(72 x.1 islative Electronic Docur	one: 20) 892-0352 1107 ment Managem		e@granicus.com	sion and \$138 400 00
Tonia or minimum crease 101	Granicus Inc. PO#34212		•	,	100,400.00
This is a request for:		M			
☐ New Contract <sup>4</sup> Contract Type			ndment / Modific	cation	
☐ Blanket Agreement ☐ Standard Agreemen		⊠ <b>Time</b> Contract	Extension t Number: 34212 ation Number:	☑ Vendor Limit In	ncrease Scope Change
Department Request A			Bacchardone	igti Approval	
DEPARTMENT HEAD OR DES	20		BOARD CHAIRE	tde	JUL 2 2 2020
Kathryn O'Connell PRINT NAME		7.2020	PRINT NAME	1. Logo Da	——
(FOR NCRB USE ONLY)			10		
Recommend Approval/Date:		<u> </u>	Approved	☐ Rejecte	d
Return to Department/Date:					1 0
Rejected/Date:		2	CHIEF PROCURE	MENT OFFICER	22 July 2020
				WEIGHT OF LIDER	DATE



## JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

All applicable information on this worksheet must be addressed using each question found on the "Instructions for NonCompetitive Procurement Application" in this application.

#### **Justification for Non-Competitive Procurement Worksheet**

#### **⋈ PROCUREMENT HISTORY**

- 1. The Office of the City Clerk (OCC) is mandated by law (65 ILCS 5/3 1--35-90) to record and publish ordinances, laws, and legal documents filed with the City of Chicago and various other documents that are filed with the City. The Office of the City Clerk is responsible for collecting, docketing and securely storing the City's official legislative records, facilitating the legislative process which manages those records, and ensuring easy and efficient digital access to those records by stakeholders and the public. The Council Division keeps the official record of all City Council proceedings. This includes: filed legislation, attendance, roll call votes, and parliamentarian actions. Approximately 1,000 legislative items are filed with OCC, which equates to more than 11, 000 pages. City Council meetings are also video recorded and provided to the public via internet broadcast. Virtually every aspect of this business process is necessarily supported by a series of applications (known as the Legislative Application Suite) provided by Granicus, Inc. This application includes services such as: document management systems, maintenance, media vault, encoder, backup, captioning, and training.
- 2.This request is a continuation of a previous procurement from Granicus, Inc. The City of Chicago does have an existing contract with Granicus, Inc. for legislative electronic document management system maintenance and support services that expired on September 6, 2015 for which a 181 day extension of that contract was approved. 3. On November 17, 2015, OCC submitted a Non-Competitive Review Board (NCRB) Application request for a new contract with Granicus, Inc. for legislative electronic document management system maintenance and support services. 4.On December 22, 2015, the NRCD approved the new contract request for a 18 month term. 5.This current contract (with Option 3 extension) is presently scheduled to expire on June 13, 2019. In March, 2019 an NCRB petition was submitted on behalf of the OCC for a 365 day contract extension that was approved. Said extension is scheduled to expire on June 13, 2020.
- 6. This contract extension will serve as a bridge for the continuation of OCC's critical legislative functions with the existing contract provider in order to transfer services as the result of an RFP award (Technology and Services Relating to the Legislative Management, document Intake System with Ongoing Updates, Maintenance and Support, Spec No. 984153). We anticipate a transition to be completed within an 18 month term.

# ESTIMATED COST

1&2. The OCC is requesting a contract extension (18 month term) for Granicus Inc. 3. The estimated cost is \$207,600.00 and the funding source is 020-0100-025-2005-0149-220149. 4. The cost estimate listed above is based on the cost of the historical annual spend of the current contract and potential future requirements. This extension is need to transition the current system into a new system. 5. The OCC cost estimates are based on past usage and a contractual schedule.

## SCHEDULE REQUIREMENTS

1.Since the RPF contractor has been officially named, however the negotiations have not commenced, the transition schedule is fluid. 2. The OCC anticipates the transition taking about 18 months. 3. This contract needs to be in place before the contract expiration date of June 13, 20120 in order to ensure no lapse in service. Without the services Granicus provides, OCC will be without a legislative application suite an unable to perform the core legislative functions of the Office. 4. Services will be compromised if there is no contract providing for the legislative application suite.

# ☑ EXCLUSIVE OR UNIQUE CAPABILITY

- 1. The contract request is not for a Professional Service Consultant.
- 2. There will be no staffing associated with this contract. This is a software service purchase.



# JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

- 3. The Legistar software is proprietary for Granicus.
- 4. The vendor has the facilities to host the software and has hosted the software for OCC for the past several years.
- 5. The vendor has spent several years implementing and maintaining the legislative application suite with the City of Chicago and has extensive knowledge of the City's current business process related to the legislative business requirements.
- 6. N/A This request is for the extension of professional services.
- 7. N/A This request is for the extension of professional services.
- 8. The contract extension is to procure professional services for the maintenance of software and other services that are proprietary to Granicus.

NA	



#### INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

#### PROCUREMENT HISTORY

- Describe the requirement and how it evolved from initial planning to its present status.
- 2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
- Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
- Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals
  and other publications used as references.
- 5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
- 6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

#### ESTIMATED COST

- 1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
- 2. What is the estimated cost by fiscal year?
- 3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
- 4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
- Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

#### SCHEDULE REQUIREMENTS

- Explain how the schedule was developed and at what point the specific dates were known.
- 2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
- 3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
- Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

#### **EXCLUSIVE OR UNIQUE CAPABILITY**

- If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and <u>Temporary Consulting Services Form</u>.
- Does the proposed firm have personnel considered unquestionably predominant in the particular field?
- 3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
- 4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
- 5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
- 6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
- 7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?
- 8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

#### MBE/WBE COMPLIANCE PLAN

\* All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

#### **OTHER**

1. Explain other related considerations and attach all applicable supporting documents, i.e., an <u>approved "ITGB Form"</u> or "Request For <u>Individual Hire Form</u>".

This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.



Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

Date: May 1, 20	20	the Blanket	Agreem	nents, the lead deparent. If grant funder							
Department Name: Office of the City Clerk		conditions of the funding source.   Note:   Contract Liaison Signature.     1) Funding: Attach Information if multiple funding lines							LQ.		
Requisition No: 343563	Specification No: 147169	2) Individual Contract Services: Include approval form signed by all parties  *By signing this form, I attest that all information provided is true and accurate.									
PO No: 34212	Modification No:	-	approv	al transmittal sheet			-				
Contract Liaison: Alexis White		Project Title: Contract extension for the City Council Legislative Document Management System									
Telephone: 312-744-6248		Project Description: 18 month contract extension and \$207,900 vendor limit									
Email: alexis,white(	@cityofchicago.org			crease for					,		
Robert Lopez	×.	Funding:					_				
Telephone: 312-744-1000		☑ Corporate	3	Bond		Enterprise	□G	rant	0	Olher:	
Email:		□ IDOT/Tra	nsit	☐ IDOT/Highwa	у 🗆	FHWA	□F	TA		□ FAA	
Roberto.Lope	ez2@cityofchicago.org	LINE	FY	FUND DEP	r ORG	GN APPR	ACT	V	PROJECT	RPTG	ESTDOLLAR
Check One:							-			+	AMOUNT
✓ New Contract		0	20	0100 25	200	5 0149	220	149			207,900
*By signing below, I attest contract are true and accur	the estimates provided for this ate.										
*Project/ Program Manager Signature Digitally signed by: Roberto Lopez Date: 2020.05.05.09:05:56-05'00'  *Commissioner/Authorized Designee Signature  Purchase Order Information:  Contract Term (No. of Months):  Extension Options (Rate of Recurrence):  Estimated Spend/Value:											
Grant Commitment	/ Expiration Date:		Contract Type:								
Pre-Bid/Submittal (	Pre-Bid/Submittal Conference: ☐ Yes ☐ No ☐ Mandatory ☐ Site Visit			☐ Architect Engineering       ☐ Commodity       ☐ Construction       ☐ JOC       ☐ SBI         ☐ Professional Services       ☐ Revenue Generating       ☐ Vehicle & Heavy Equipment         ☐ Work Service       ☐ Joint Procurement       ☐ Reference Contract							
Modification or Amendment			Safety Enhancing Vehicle Equipment (MCC 2-92-597) YesNo Modification/Amendment Type:								
PO Start Date: 6/13/2020 PO End Date: 12/13/2021 Amount (Increase/Reduction):  MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)			<ul> <li>✓ Time Extension</li> <li>✓ Vendor Limit Increase</li> <li>✓ Other (specify):</li> </ul> Scope Change/Price Increase /Additional Line Item(s) Requisition Encumbrance Adjustment								
☐ Full Compliance ☐ Contract Specific Goals			Vendor Information								
□ No Stated Goals ☑ Waiver Request			Name: Granicus, Inc.								
Insurance Requirement  EDS Certification of F  IDOT Concurrence (r	ments (included) ✓ Yes ☐ No of Filling (included) ✓ Yes ☐ No			Contact: Cale Brakke  Address: 1999 Broadway, Suite 3600 Denver, CO 80202  E-mail: cale.brakke@granicus.com							
			P	hone: 720-	392-0352	. X 1 1 U /	_				



# OFFICE OF THE CITY CLERK ANNA M. VALENCIA

#### **MEMORANDUM**

TO: Shannon E. Andrews

Chief Procurement Officer Department of Procurement

**FROM** 

Andrea M. Valencia

City Clerk

RE:

NCRB Application for Contract Extension of Granicus Inc. PO#34212

DATE: 5/4/2020

The Office of the City Clerk (OCC) respectfully submits the attached packet for consideration and approval form the Non-Competitive Review Board (NCRB). The OCC is requesting a vendor limit increase of \$207,600.00 and a 18-month extension for Granicus Inc., PO #34212. The current contract expires June 13, 2020. Granicus Inc. is contracted to stream and record Chicago City Council meetings, manage legislation and other official records, and make legislation and other official records accessible online. Should these services be interrupted, transparency regarding city decisions, ordinances, and city council meetings would not be available to the community.

This request for an extension will allow the OCC the needed time to bridge the transfer of services to the RFP awardee. Currently, the RFP for Technology and Services Relating to the Legislative Management Document Intake System with Ongoing Updates, Maintenance, and Support (Spec. No. 984153) is in its final step of approval of the awardee by DPS. This extension is designed to serve as a bridge between the expiring contract and the transition to an RFP awardee. It is for this reason that we are asking to exercise the final remaining 181 day extension, per the original contract, and request an additional 1-year extensions in order to provide sufficient time for the City to negotiate and finalize any transition.

Thank you for your consideration. Please do not hesitate to contact Ennedy Rivera, Chief Legal Counsel, should any questions or concerns arise.





March 5, 2020

The City of Chicago Ennedy Rivera 121 North LaSalle Street **Room 107** Chicago IL 60602

Subject: Granicus Meeting and Agenda Solutions and Market Differentiators

Thank you for your interest in the Granicus Meeting and Agenda Solutions. Granicus offers the industry's leading cloud-based solutions for communications, meeting and agenda management, and digital services.

Granicus provides technology that empowers government organizations to create better lives for the people they serve. By optimizing decision-making processes Granicus strives to help government realize better outcomes and have a greater impact for the citizens they serve.

#### Key Factors that the City of Chicago may not find elsewhere:

- Granicus Solutions that connect more than 150 million people
- Nearly two decades of government-focused experience
- More than 4,000 public sector organizations that are Granicus clients
- Resources to create a powerful network to enhance government transparency and citizen engagement

The following is an overview of Granicus's market differentiators and why the City of Chicago should select Granicus as its provider of meeting and agenda management.

The Granicus Meeting and Agenda Solutions are a class of integrated software solutions designed to utilize and leverage the rapidly evolving technologies associated with legislative management. Currently, Granicus partners with the City for multiple government technology solutions including Legistar and Government Transparency Suite.

#### Key Benefits:

- Individual features of the Meeting and Agenda Solutions can be found in other applications, but Granicus's unique architecture offers a comprehensive combination of benefits that are not available through any other solution.
- Granicus is the only company that can provide regular maintenance and periodic updates to these Solutions.

651.726.7309





- The Granicus Support Team is the only team capable and experienced enough with these solutions to provide ongoing technical support through telephone or online communication.
- Granicus Data Centers include:
  - Secure SSAE-16 Accreditation
  - o Reliable 99.95% Uptime
  - Redundant Backups
  - o Detailed Disaster Recovery Plans

Granicus is the sole provider of the following Meeting and Agenda Solutions which operate on a comprehensive cloud hosting system that includes:

- Granicus Open Platform with an integrated API
- Granicus Government Transparency for live and archived webcasting for both online and mobile devices
- Granicus Legislative Management and Meeting Efficiency for agenda management and minutes automation
- Granicus Cltizen Participation for open ideation, feedback on agenda items, and full integration with any website
- Along with Granicus's digital services and communications solutions, including the GovDelivery Communications Cloud which is the first and only FedRAMP compliant digital cloud platform, Granicus is uniquely positioned to be the provider of multiple services that meet any agency's needs

#### Leaistar

Granicus Legistar allows organizations to reach new levels of automation with a complete legislative solution that manages decisions and automates the workflow of legislative items from introduction to final passage.

Extensive configurability sets Legistar apart from the rest with unlimited workflow sequences that can be customized to cater to an unlimited number of users, records and managing bodies. Legistar automates legislation drafting and agenda creation with a built-in, customizable workflow that tracks each item throughout the approval process.

Key Functionalities that the City may not be find in one solution:

- Eliminate manual workloads
- Automate agenda workflows
- Track legislation
- Customize approval sequences
- Integrate with Microsoft Word
- Publish to the Web
- Integrate with other Granicus Meeting and Agenda Solutions





#### Government Transparency Suite

Granicus Government Transparency Suite enables organizations to build a content-rich collection of live and archived public meeting webcasts and records without hassle, enabling agencies to reach a broader audience and further meet modern transparency demands.

Key Functionalities that the City may not be find in one solution:

- Stream live and archive content
- Easily share and complete meeting recap
- HD capabilities
- Reporting for in-depth analysis
- Integrate agendas with video for better indexing and searching
- Index video for keyword searchability
- Availability of Closed captioning services

Granicus is the leader in webcasting solutions solely for government, and was the first to innovate:

- An integrated public record of fully-searchable videos indexed with agenda items
- Citizen Participation which includes open idea generation, eComment on agenda items, and full integration with other websites
- iLegislate, the paperless agenda review and annotation native iPad application; and, an automated agenda and workflow solution solely for government

Awarding the contract to Granicus is the only appropriate action for the City to receive the Granicus Meeting and Agenda Solutions. Failure to award this effort to Granicus will leave the City without access to a streamlined solution that saves time and money by eliminating manual work and automating the entire meeting process. This would have a tremendous negative impact on the City in supporting its mission goals to easily engage more citizens.

Please reach out to Granicus for additional information.

Jessica Yang

Manager of Business and Contracts



#### CITY OF CHICAGO

# OFFICE OF THE CITY CLERK ANNA M. VALENCIA

#### **MEMORANDUM**

TO:

Shannon E. Andrews

**Chief Procurement Officer** 

**Department of Procurement Services** 

FROM:

Kathryn O'Connell

Deputy City Clerk
Office of the City Clerk

RE:

MBE/WBE Waiver for Granicus Inc. PO# 34212

DATE:

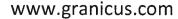
March 3, 2020

Dear Ms. Andrews,

The Office of the City Clerk is transmitting the attached letter that was received from Granicus, Inc. requesting a waiver of the M/WBE requirements under their current contract with the City of Chicago. The attached letter establishes sufficient proof Granicus's intent to comply with the requirements when possible and reasons why complying with the requirements are not possible for the current contract.

The Office of the City Clerk is in concurrence with the waiver of the M/WBE requirements and is requesting the Department of Procurement Services to grant a M/WBE waiver to Granicus, Inc.

Should you have any questions, please feel free to contact Ennedy Rivera at 312-744-7787.





March 5, 2020

City of Chicago

**Ennedy Rivera** 121 N. LaSalle Street **Room 107** Chicago, IL 60602

#### MINORITY AND WOMEN BUSINESS ENTERPRISE WAIVER

This letter serves as a request for a Minority and Women Business Enterprise (MWBE) waiver for Granicus regarding the renewal of existing agenda management software for the City of Chicago. Granicus has put in a good faith effort to obtain a MWBE subcontractor, and has determined that this is not attainable.

In searching for a certified MWBE on the City of Chicago Certified Firms Directory, found on the following site:

https://chicago.mwdbe.com/FrontEnd/VendorSearchPublic.asp?TN=chicago, Granicus found that there were no software companies included on this list that provides the requested services.

Not only did Granicus search the MWBE directory without finding a certified firm that provides electronic agenda creation, web streaming services and meeting efficiency solutions, but this project requires the use of Granicus proprietary software and personnel must be experienced or familiar with the Granicus system to support these solutions. The services WOUld require a Granicus Professional with a minimum of one (1 ) year of experience.

Please contact us if you have any questions or require additional information.

SAINT PAUL

U.K.

408 St. Peter St, Suite 600 15 Worship Street

Saint Paul, MN 55102 EC2A 2DT, London, UK

651726.7309

0800.0325769

WASHINGTON D.C.

1 152 1 5th Street NW, Suite 800

Manager of Business and Contracts

Washington, DC 20005

202.407.7500

DENVER

1999 Broadway, Suite 3600 Denver, Colorado 80202

720.240.9586

Se	ction I: General Contract Information				
Department Name	Office of the City Clerk				
Department Contact Name	Alexis White				
Department Contact Number	(312) 744-6248				
Department Contact Email	Alexis.white@cityofchicago.org				
Contract Number	34212				
Contract Subject Name	Legislative Electronic Document System Maintenance and Support- Granicus				
Contract Initiation Date	6/14/2016				
Original Contract Amount	\$260,000				
Original Contract Expiration Date	6/13/2020				
Budgeted amount for current year	\$95,006				
Year to date expenditure	\$10,167.17				
Are funds _X_Operating Capi	talTIFGrant				
What is the funding strip?	020-0100-025-2005-0149-220149				
If contract modification or task request is approved, will department have enough funds to cover new expenditure?					
f no, what is the plan to address the short fall?					
	Section II: Contract Modifications				
Complete this section if you are modifyin	g the value of an existing contract.				
Contract Value Increase	\$207,900				
lew total contract amount	\$744,400				
lew contract expiration date	12/13/2021				
Goods/services provided by this ontract	Legislative Electronic Document System Maintenance and Support				

City of Chicago

The service via this contract allows the OCC to fulfill its obligation
mandated by the State Law and City ordinances, to record accurate and
timely proceedings of the Chicago City Council and to make the
available to the public. In addition, invoices will need to be paid.
OCC will fail its obligation, mandated by the State and City Council, to
record accurate and timely proceedings of the Chicago City Council and
to make them available to the public. No invoices currently are unable
to be paid.
to be paid.
equest for Services to a Master Consulting Agreement
e a request for services to a Master Consulting Agreement
ment of Office of Budget and Management Analyst
This VLI request of \$207,900 is approved. Please note that funding for
Year 2021 has not been approved and is yet to be determined. The
Office of the City Clerk will need to request the necessary funding in
their yearly budget request. Funding will be subject to the annual
appropriation process and will be allocated as needed.
MJ
1

#### **Colleen Twohig**

From:

Ennedy Rivera

Sent:

Wednesday, July 8, 2020 12:37 PM

To:

Colleen Twohig

Cc:

Kathryn O'Connell; Roberto Lopez; Alexis White; Ennedy Rivera; Steve Loboda

Subject:

Fw: Granicus NCRB - EDS Issue

**Attachments:** 

0526\_001.pdf; Granicus EDS 7.8.2020.pdf

Greetings Ms. Twohig,

The Office of the City Clerk reached out to Cale Brakke of Granicus to receive further clarification regarding this matter. We received notice that Wildebeest Midco, Inc. is the 100% owner of Granicus, Inc. It is for this reason that Granicus provided two EDS Filing Certificates referencing the same matter and contract. To further supplement this application we are providing the Granicus email stating the facts mentioned above. Please feel free to contact our office with any questions or concerns that may arise. We look forward to hearing from the NCRB.

Sincerely, **Ennedy Rivera** 



**Ennedy Rivera** | Chief Legal Counsel Ennedy.Rivera@cityofchicago.org 121 N. LaSalle St, Room #107 | Chicago IL, 60602 (312) 744-7787 direct | www.chicityclerk.com

From: Steve Loboda <Steve.Loboda@cityofchicago.org>

Sent: Tuesday, July 7, 2020 4:33 PM

To: Ennedy Rivera < Ennedy. Rivera@cityofchicago.org>; Alexis White < Alexis. White@cityofchicago.org>; Colleen Twohig <Colleen.Twohig@cityofchicago.org>

Cc: Kathryn O'Connell < Kathryn. O'Connell@cityofchicago.org>; Roberto Lopez < Roberto. Lopez 2@cityofchicago.org>

Subject: Granicus NCRB - EDS Issue

Ennedy,

Please see attached, a PDF showing the two EDS Filing Certificates submitted by City Clerk as part of the NCRB Application (and as follows):

#### **Granicus EDS**

Cale Brakke <cale.brakke@granicus.com>

Wed 7/8/2020 11:18 AM

To: Ennedy Rivera < Ennedy. Rivera@cityofchicago.org>

Hi Ennedy,

Wildebeest Midco, Inc. is the 100% owner of Granicus, Inc. They are listed as the owner under Section B.2 of the EDS.

Let me know if you need additional information.

Thanks,

Cale Brakke
Business and Contracts Specialist
P: (720) 892-0352 ext. 1107
Cell: (515) 460-1250

E: Cale.Brakke@granicus.com





#### CERTIFICATE OF FILING FOR

#### CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 149989

Certificate Printed on: 03/05/2020

Disclosing Party: Granicus, Inc

Filed by: Jessica Yang

Matter: LEGISLATIVE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

MAINTENANCE AND SUPPORT

Applicant: Granicus, Inc Specification #: 147169

Contract #: 34212

Date of This Filing:03/05/2020 01:54 PM Original Filing Date:03/05/2020 01:54 PM

Title:Sr Business and Contracts Specialist

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting http://webapps1.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



#### CERTIFICATE OF FILING FOR

# CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 149995

Certificate Printed on: 03/05/2020

Disclosing Party: Wildebeest Midco, Inc.

Filed by: Jessica Yang

Matter: LEGISLATIVE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

MAINTENANCE AND SUPPORT Applicant: Wildebeest Midco, Inc.

Specification #: 147169

Contract #: 34212

Date of This Filing:03/05/2020 02:38 PM Original Filing Date:03/05/2020 02:38 PM

Title:Sr Business and Contracts Specialist

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting http://webapps1.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



#### CERTIFICATE OF LIABILITY INSURANCE

10/20/2020

DATE (MM/DD/YYYY) 10/21/2019

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

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

11110 001	amount does not confor rights to the	ocidinodic noidei ili lied oi 3	ach enaorsement(s).					
PRODUCER	Lockton Insurance Brokers, LLC		CONTACT NAME:					
	CA License #OF15767		PHONE (A/C, No. Ext):	FAX (A/C, No):				
	Three Embarcadero Center, Suite 600 San Francisco CA 94111	)	E-MAIL ADDRESS:					
	(415) 568-4000		INSURER(S) AFFORDING COVERAGE					
			INSURER A: National Fire Insura	ance Co of Hartford	20478			
INSURED	Granicus, LLC		ınsurer в: Valley Forge Insu	rance Company	20508			
1425205	Granicus, Inc		INSURER c: The Continental Insurance Company					
	408 Saint Peter Street		INSURER D: Columbia Casual	ty Company	31127			
	Suite 600		INSURER E: Westchester Fire Insurance Company					
	Saint Paul MN 55102		INSURER F :					
ACMED A	OFC CDAMES OFFICE	NAME AND DESCRIPTION OF THE PARTY OF THE PAR						

COVERAGES GRAIN01 CERTIFICATE NUMBER: 14965876 REVISION NUMBER: XXXXXXX

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

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3
A	CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X JECT X LOC  OTHER:	Y	N	6043664103	10/20/2019	10/20/2020	EACH OCGURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 1,000,000 \$ 15,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
В	AUTOMOBILE LIABILITY  ANY AUTO  OWNED AUTOS ONLY  X HIRED AUTOS ONLY X Comp \$100 DeX  Coll \$1,000 D	N	N	6043664084	10/20/2019	10/20/2020	PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ XXXXXXX \$ XXXXXXX \$ XXXXXXX \$ XXXXXXX
С	X         UMBRELLA LIAB         X         OCCUR           EXCESS LIAB         CLAIMS-MADE           DED         RETENTION\$	N	N	6043664098	10/20/2019	10/20/2020	EACH OCCURRENCE AGGREGATE	\$ 10,000,000 \$ 10,000,000 \$ XXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	6043364067 (AOS) 6043364070 (CA)	10/20/2019 10/20/2019	10/20/2020 10/20/2020	X PER OTH- EL EACH ACCIDENT  EL DISEASE - EA EMPLOYEE  EL DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
D E	Professional Liability Crime	N	N	596722177 (E&O) G28160380 004 (crime)	10/20/2019 10/20/2019	10/20/2020 10/20/2020	\$5M/ \$25K RET. \$2M/ \$25K RET.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: City of Chicago is an Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER	CANCELLATION See Attachments
14965876 City of Chicago 121 North LaSalle Street Room 806 Chicago IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1	AUTHORIZED REPRESENTATIVE



#### To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID 14965876.

• Email: PacificeDelivery@lockton.com

• Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

**Lockton Insurance Brokers, LLC - Pacific Series** 

Policy No.: 6043664103 CNA74872XX (1-15)

# CNA Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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- 1. Additional Insureds
- 2. Additional Insured Primary And Non-Contributory To Additional Insured's Insurance
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- 6. Estates, Legal Representatives and Spouses
- 7. Expected Or Intended Injury Exception for Reasonable Force
- 8. In Rem Actions
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- 10. Joint Ventures/Partnership/Limited Liability Companies
- 11. Legal Liability Damage To Premises
- 12. Medical Payments
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- 14. Non-owned Watercraft
- 15. Personal And Advertising Injury Discrimination or Humiliation
- 16. Personal And Advertising Injury Limited Contractual Liability
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- 21. Waiver of Subrogation Blanket

#### 1. ADDITIONAL INSUREDS

- a. WHO IS AN INSURED is amended to include as an Insured any person or organization described in paragraphs A. through K. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:
- (1) is currently in effect or becomes effective during the term of this Coverage Part; and
- (2) was executed prior to:
  - (a) the bodily injury or property damage; or
  - (b) the offense that caused the personal and advertising injury, for which such additional insured seeks coverage.
- **b.** However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A**. through **K**. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**b.** However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A**. through **K**. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

#### A. Controlling Interest

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury arising out of:

- 1. such person or organization's financial control of a Named Insured; or
- premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

#### C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

#### D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

#### E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured**'s ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

- 1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
- 2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. Bodily injury, property damage or personal and advertising injury arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. Bodily injury or property damage included within the products-completed operations hazard.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

#### I. Trade Show Event Lessor

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:
  - a. the Named Insured's acts or omissions; or
  - **b.** the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
- **2.** The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

#### J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

- 1. The coverage granted by this paragraph does not apply to:
  - a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
  - b. any express warranty unauthorized by the Named Insured:
  - **c.** any physical or chemical change in any product made intentionally by such person or organization;
  - **d.** repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - **e.** any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;
  - **g.** products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
  - **h. bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1) the exceptions contained in Subparagraphs d. or f. above; or
  - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of

business, in connection with the distribution or sale of the products.

- 2. This Paragraph J. does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
- 3. This Paragraph J. also does not apply:
- a. to any vendor specifically scheduled as an additional insured by endorsement to this Coverage
   Part:
  - b. to any of your products for which coverage is excluded by endorsement to this Coverage Part: nor
  - c. if bodily injury or property damage included within the products-completed operations hazard

is excluded by endorsement to this Coverage Part.

#### K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- 1. who is specifically scheduled as an additional insured on another endorsement to this Coverage Part; nor
- **2.** for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:
  - a. this Coverage Part provides such coverage;
  - b. the written contract or agreement described in the opening paragraph of this ADDITIONAL INSUREDS Provision requires the Named Insured to provide the additional insured such coverage;

and

- c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.
- 2. ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE
- A. The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

**B.** With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

#### 3. BODILY INJURY - EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

**Bodily injury** means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

#### 4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit Condition is amended to add the following provisions:

#### A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an employee designated by any of the above to give such notice.

#### **B. NOTICE OF OCCURRENCE**

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

#### 5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** 

has management control:

- a. on the effective date of this Coverage Part; or
- **b.** by reason of a **Named Insured** creating or acquiring the organization during the **policy period**, qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this Coverage

Part.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

- **A.** owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or
- **B.** having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
- **4.** With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:
  - a. bodily injury or property damage that first occurred prior to the date of management control, or that

first occurs after management control ceases; nor

- **b. personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
- 5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured**should choose to employ.

#### 6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** with respect to such **spouses**' acts, errors or omissions in the conduct of the **Named Insured**'s business.

#### 7. EXPECTED OR INTENDED INJURY - EXCEPTION FOR REASONABLE FORCE

Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Expected or Intended Injury and replace it with the following:

This insurance does not apply to:

#### Expected or Intended Injury

**Bodily injury** or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

#### 8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

#### 9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under COVERAGES, Coverage A Bodily Injury And Property Damage Liability, the Insuring Agreement is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:
- **b.** This insurance applies to **bodily injury** provided that the professional health care services are incidental

to the Named Insured's primary business purpose, and only if:

- (1) such bodily injury is caused by an occurrence that takes place in the coverage territory.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and
- B. Under COVERAGES, Coverage A Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:
  - i. add the following to the Employers Liability exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other

liability insurance available to the **Insured** (or which would have been available but for exhaustion of its

limits).

ii. delete the exclusion entitled Contractual Liability and replace it with the following:

This insurance does not apply to:

#### **Contractual Liability**

the Insured's actual or alleged liability under any oral or written contract or agreement, including but not

limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

#### Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

#### **Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

#### Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

#### Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

#### C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the Named Insured's employees or volunteer workers in the rendering of:

- a. professional health care services on behalf of the Named Insured or
- **b.** Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food,

beverages, medical supplies or appliances by the following providers in their capacity as such but solely

to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse:
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human

clinical trials or product testing.

ii. delete the definition of occurrence and replace it with the following:

Occurrence means a health care incident. All acts, errors or omissions that are logically

connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence;

- iii. amend the definition of Insured to:
- a. add the following:
- the Named Insured's employees are Insureds with respect to:
  - (1) bodily injury to a co-employee while in the course of the co-employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business; and
  - (2) bodily injury to a volunteer worker while performing duties related to the conduct of the Named Insured's business; when such bodily injury arises out of a health care incident.
  - the Named Insured's volunteer workers are Insureds with respect to:
  - (1) bodily injury to a co-volunteer worker while performing duties related to the conduct of the Named Insured's business; and
  - (2) bodily injury to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business;

when such bodily injury arises out of a health care incident.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.
- c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

**D.** The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

#### Other Insurance

#### b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk

transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance

purchased specifically by the Named Insured to be excess of this coverage.

## 10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an Insured with respect to:

 the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations; nor

• the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did

not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to personal and advertising injury occurred prior to such termination date, and the personal and advertising injury arising out of such offense, first occurred after such termination date:
- b. the bodily injury or property damage first occurred after such termination date; and
- **c.** there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

#### 11. LEGAL LIABILITY - DAMAGE TO PREMISES

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the first paragraph immediately following subparagraph (6) of the Damage to Property exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions **c**. through **n**. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

- **C. LIMITS OF INSURANCE** is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:
  - 6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You

Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** 

to:

a. any one premises while rented to a Named Insured or temporarily occupied by a Named Insured

with the permission of the owner; and

**b.** contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$500,000. unless a different Damage to Premises

Rented to You Limit is shown in the Declarations.

- **D.** The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:
- (ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured**'s care, custody or control;
- E. This Provision 11. does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

#### 12. MEDICAL PAYMENTS

- **A. LIMITS OF INSURANCE** is amended to delete Paragraph **7**. (the Medical Expense Limit) and replace it with the following:
- 7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:
  - (1) \$15,000 unless a different amount is shown here: @@@@@@@@@@@@@@@; or
  - (2) the amount shown in the Declarations for Medical Expense Limit.
- **B.** Under **COVERAGES**, the **Insuring Agreement** of **Coverage C Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:
  - (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident;

and

This Paragraph B. does not apply to medical expenses incurred in the state of Missouri.

#### 13. NON-OWNED AIRCRAFT

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the Named Insured; and

3. the aircraft is not being used to carry persons or property for a charge.

#### 14. NON-OWNED WATERCRAFT

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled

**Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft**, **Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any Named Insured, provided the watercraft is:
  - (a) less than 75 feet long; and
  - (b) not being used to carry persons or property for a charge.

#### 15. PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION

- **A.** Under **DEFINITIONS**, the definition of personal and advertising injury is amended to add the following tort:
- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- B. Under COVERAGES, Coverage B Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:
  - 1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

#### Knowing Violation of Rights of Another

**Personal and advertising injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the Named Insured; or
- (b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is

a limited liability company) of the Named Insured.

2. add the following exclusions:

This insurance does not apply to:

#### **Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective

employment,

past employment or termination of employment of any person by any Insured.

**Premises Related Discrimination** 

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. ADDITIONAL INSURED of this endorsement; or
- attachment of an additional insured endorsement to this Coverage Part.

#### 16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under COVERAGES, Coverage B –Personal and Advertising Injury Liability, the paragraph entitled

**Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

#### **Contractual Liability**

Personal and advertising injury for which the Insured has assumed liability in a contract or agreement.

This exclusion does not apply to liability for damages:

- (1) that the Insured would have in the absence of the contract or agreement; or
- (2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:
  - (a) liability to such party for, or for the cost of, that party's defense has also been assumed in such

insured contract; and

- (b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative
- dispute resolution proceeding in which covered damages are alleged.
- **B.** Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the

definition of insured contract in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the Named Insured's business under which the Named Insured assumes the tort liability of another party to pay for

**personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

- C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled SUPPLEMENTARY PAYMENTS COVERAGES A AND B:
- 1. Paragraph 2.d. is replaced by the following:
  - **d.** The allegations in the **suit** and the information the Insurer knows about the offense alleged in such
  - suit are such that no conflict appears to exist between the interests of the Insured and the interests
  - of the indemnitee;
- 2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY Provision does not apply if Coverage B – Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

#### 17. PROPERTY DAMAGE - ELEVATORS

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled

Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and

- (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.
- **B.** Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

#### 18. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

- **A.** Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- **B.** Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

#### 19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled

Exclusions is amended to delete subparagraphs (3) and (4) of the Exclusion entitled Damage to Property, but

only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if

such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of

\$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage,

and this limit:

A. is included within the General Aggregate Limit as described in LIMITS OF INSURANCE; and

**B.** applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

#### 20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named

Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

#### 21. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the Named Insured's ongoing operations; or
- 2. your work included in the products-completed operations hazard.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this Coverage Part; and
- 2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise

to the claim.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

# 7. PROPOSED SOLUTION, IMPLEMENTATION AND MANAGEMENT PLAN

Respondent must provide a comprehensive and detailed management plan which addresses requirements as outlined in Exhibit 1, Scope of Services of this RFP. The plan must demonstrate Respondent's capacity to successfully implement and manage the project requirements and ability to comply with the scope of service and requirements as described in this RFP. The management plan must address, but not be limited to, the following areas:

a) Service Delivery

Describe in detail your proposed technology solution including implementation and management plan for service delivery related to the Project in the following areas:

Application Development

Software/Platform Solutions

# **Granicus Open Platform**

The Granicus Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount of government public meeting data. It is the core of our content management, administration, and distribution tools and includes free access to our APIs and SDKs, helping you seamlessly connect your new solution to existing systems.

# **Granicus Video**

Granicus Video gives your citizens greater access to public meetings and records online. Take the next step towards transparency by streaming meetings and events live, linking related documents to your video, and providing advanced searching of archives.

Granicus Video gives you unlimited cloud bandwidth and storage as well as local live and on-demand streaming. This solution also allows you to connect agenda data to tablet devices to review agendas and supporting documents, take notes, and more through the iLegislate® application.





- Give citizens convenient access to live and archived streaming through your website
- Reduce public inquiries with searchable, selfservice access online
- Import agendas and index video live to eliminate hours of work
- Manage and distribute unlimited meetings and events— all completely automated
- Reach a broader audience integrate closed captions with video
- Understand and measure public participation with indepth video analytics



# Easy-to-Use Public Website

Publish live and archived videos to a media portal on your website to make it easy for the public to access your content. Enable audiences to share videos over social networking sites or via email to drive greater visibility and viewership.

# Mobile-Enabled Delivery

The Government Transparency Suite allows citizens to view videos, agendas, minutes, and supporting documents on mobile devices. By providing live and on-demand streaming via mobile devices, you will always be able to reach the broadest audience possible.

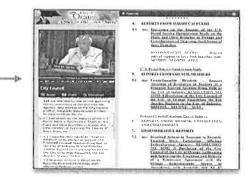
# **Agenda Index Points**

Deliver a rich user experience by synchronizing and cross-linking materials to the video. Citizens can watch indexed videos, browse agendas, and view supporting materials—staff reports, memos, and ordinances— all within a single multimedia player.





Supporting documents are displayed alongside the video. Viewers can use jump-to points and links within documents to watch those discussions.



# Advanced Search "Drill Down"

Empower residents to find the information they need through a self-service search engine. Search across public meeting archives—meeting or event data, including: agendas, minutes, notes, motions, votes, and captions. With advanced filters for date range, data type, and more, the public can accurately define their search criteria to find the information they need.

# Downloadable Media & Alerts:

- **Downloadable Media**: Offer downloadable podcasts for citizens. Media files can be easily delivered as downloadable video (MP4) formats. Reach more citizens using mobile devices and popular media and social media networks.
- RSS: Viewers can setup RSS subscriptions to receive automatic notifications when the most recent content is available: specific files, agendas, or minutes. This feature simplifies the ability for citizens to get real-time updates straight to their inbox.
- User Search Alerts: Just as RSS subscriptions allow residents to receive updates on specific information, our user search alerts update citizens as information they care about becomes available in the system.

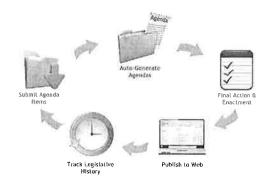
# Legistar

Legistar, the first software to be designed specifically to handle government's legislative process and in use by more than 300 public organizations, has proven to handle the most complex and multi-phase agenda and legislative processes with a powerful yet user-friendly interface.





With Legistar, item approvals are managed automatically; approvers are notified when it's their turn to review a submitted item. The iLegislate application's supported systems allow staff and elected officials to seamlessly review agendas and supporting documents, take notes, bookmark items of interest, and more.



Capture all meeting actions after the meeting in the public record; plus, organize and store electronic documents of any file format in one repository. All documents are automatically tagged and indexed, making search and retrieval easy. Legistar allows you to track legislation from inception through approvals and actions taken by all acting bodies.

- Agenda item drafting
- Electronic approval process
- Agenda packet generation and publication
- Document organization, storage, and retrieval
- Continuous legislative workflow
- Legislative data tracking and search

# **Key Benefits**

INTUITIVE USER INTERFACE: Legistar provides an intuitive and automated methodology for managing legislative information. The home screen displays the appropriate tools based upon that individual's security permissions, the most recent agendas, minutes, and legislative files that the user has been working on as well as any items pending their approval. This main menu provides immediate access to general reports as well as instant search features.

**EASY-TO-USE HELP FUNCTIONALITY:** Granicus provides comprehensive online help features at all screen levels that is logically organized and easy-to-use. Help information dynamically displays topics related to the current function the user is working on and allows the user to do general searching for help information.

Users can find topics from the tree menu or keyword search and find "how to" instructions on all functions. The "Help" key provides categories including topics specific to the form or function they are using, technical support for error message capture, the ability to submit a new feature request (Wish List), and other help functionality. "Help" consists of both tutorial assistance and helpful tips that have primarily been provided by other Granicus users.

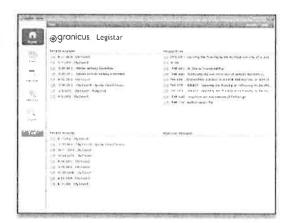




# **Legislative Files**

CREATE A LEGISLATIVE ITEM: Legislative files are the building blocks of the Legistar system. These items are used to build all documents assembled and published through the system (agenda items, resolutions, minutes, etc.).

The system generates a unique ID tracking number for each new legislative file. Separate, automatic numbering may also be used for enacted ordinances, resolutions, general file numbering, or the operator may enter a unique identifier. Numbering syntax is definable by you



to match your current numbering style. Legislative files may include:

- File Type and current File Status
- File Number and/or separate Legislative ID
- Introduction, Final Action, and Variable Dates
- Associating Costs of File
- Controlling Committee
- Legislative Sponsor or Author (one or more)
- Requesting Department/Organization
- Variable User-Defined Data and Date Fields
- File Name and Description (variable length)
- Indexed Keywords (one or more)

All data fields are automatically indexed and may be used individually or in combination with other fields for fast information retrieval. With dynamic entries, search is easy. Users can instantly search all text fields for a name, term, or other identifier in one step. Legistar creates and maintains a dynamic link between the legislative tracking data described above and the text for each action file. Commonly used search criteria can be saved for each user. The text of each legislative file may include the title, an analysis or summary, the body of the document, a fiscal note, staff recommendations, suggested motions, and any other supplementary notes and background information.

DRAFT LEGISLATIVE TEXT: Legistar includes a complete file text-drafting toolset component that allows you to store and use any number of different templates. The drafting editor includes a complete set of drafting tools, including predefined boilerplates available for a specific file type. Additionally, a user can draft a new legislative text based on text from a different file altogether (e.g., a similar past file, an outside Word





file, or other imported text). Other standard features include: file version control, user definable data fields, spell checking, and more. The drafting toolset includes:

- Any number of predefined drafting templates,
- Text File import for outside documents,
- User defined library of pre-defined text sections for commonly required legal definitions and other,
- Spell check library with user-defined exception dictionary,
- Active common phrase library for frequently used sentences, descriptions, and other text use cases
- Auto save and section recognition function to automatically populate the Agenda Title and other appropriate sections,
- Version control management including saving Word Track Changes edited versions
- Option to include plain text or text attributes (e.g., underline, strike-thru, font color, etc.) in published agenda.

Additionally, you can define certain required fields that must be completed to process the request, such as a dollar amount. This control not only facilitates the pre-introduction review steps, but it helps reduce any redirects associated with missing or incorrectly drafted information.

# **Smart Calendar Management**

OVERVIEW: The Legislative Management Suite provides you with the ability to schedule, store, and track all dates, times, and locations of meetings. You can schedule as far into the future as needed and publish all dates to your public legislative portal. This feature also allows users to manage items and to



automatically include them on the appropriate agenda without having to predefine agenda dates for all meeting bodies. The unique Smart Calendar feature makes certain that items are never lost or forgotten and are always acted on by the appropriate body.

PREPARING AGENDA ITEMS BASED ON DATES/SCHEDULES: The system automatically places an item on the appropriate meeting body's calendar based on the controlling body and the status of the item. This feature gives users flexibility in managing item placement as well as guaranteeing items will be acted on and never misplaced. When assigned, file agenda dates are color-coded to provide a quick visual reference that indicates past, present, or future agenda assignment dates. The calendar function provides three options for placing an item on an agenda:





- The requestor may open the calendar icon and select a specific date, if known
- The requestor may enter a general date and the system will automatically place the item on the next appropriate meeting agenda on or after that date
- The requestor may leave the agenda date field blank and the system will automatically place the item on the next appropriate meeting agenda once all the approval criteria is met

An item will not be placed on the agenda unless the appropriate approvals have been logged or until an authorized individual sets the status of another defined item.

CALENDAR PUBLICATION: End users have access to a dynamic calendar of all meetings or other scheduled meetings and events. Staff, board/committee members and citizens can view schedules along with agendas and minutes through an Internet browser.

The fully-integrated calendar uses a dynamic link to the meeting records stored in the Granicus system.

Simply add a new meeting and the



scheduled event automatically appears in the online meeting calendar for the correct date. Users can search available data, sort the calendar by a particular meeting body, and view events for a particular day, month, or an entire year.

All related public file information is automatically included and dynamically linked to the agenda and record in this single online screen form. Staff and citizens can drill down to individual file information, attachments, related files, sponsors, previous actions and vote information, and much more.

# **Automated Agenda Assembly**

CUSTOMIZE AGENDAS FOR EACH MEETING BODY: Legistar includes the ability to automatically generate and format unlimited agendas for any meeting body including boards, councils, committees, commissions, and departmental agendas. The entire agenda assembly methodology is identified and defined by your current workflow during implementation. The system will automatically gather and compile the appropriate data for each meeting body's agenda.

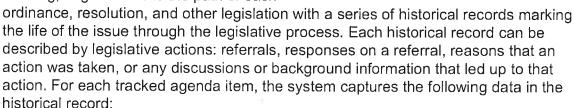




PAPERLESS AGENDA APPLICATION,
ILEGISLATE®: Allows staff and elected
members to review paperless agendas,
supporting documents, and take personal
notes all through iOS, Android, and Windows
systems

# Legislative Task and Activity Tracking

In addition to the agenda item approval tracking, Legistar tracks the path of each



- Meeting body or department taking the action
- Action taken and date
- Verbatim action notation and full minutes text
- Version of the text file that was current when the action was taken.
- Target of the action (e.g., to whom a referral is being sent)
- Date returned (used for referrals)
- Due date, if any (used for referrals)
- Mover, seconder, and individual votes

Individual routing entries, version changes, referrals to departments, final approvals, and other file events are automatically captured by the system and can be queried, displayed, and included in appropriate reports.





# Online, Legislative Portal and Public Access

STANDARD WEBSITE INTEGRATION: Granicus is committed to ensuring your citizen-facing web portal fits into your website seamlessly. Legistar offers a standard research portal for legislative information that matches the look and feel of your branded website and is open to the public. Publishing your public records to an easy-to-navigate page can significantly reduce public information requests as well as costs associated with copying and printing.



This public-facing portal provides a complete browser-based solution for organizing, searching, printing, and otherwise accessing public information. No additional work is required by the clerk's office, IT or other departments to maintain the page, significantly reducing the administrative burden of updating public information and responding to information requests. The legislative web portal includes the following features:

LEGISLATION RESEARCH: Allow staff and public users to access legislative file information and reports through the Internet. All publicly available legislative files, supporting documents and attachments, important dates, and more can be accessed online at any time.

MEETINGS CALENDAR: Provide public access to a dynamic calendar of all



board, committee or other scheduled meetings and events. Staff, board members, and citizens can view schedules, agendas, and minutes through an Internet browser. Users can search available data, sort the calendar by a particular meeting body, and view events for a particular day, month, or an entire year. Additionally, the PDF Server automatically converts Excel, Word, MS Office documents, and other file attachments to PDF documents.

**DEPARTMENTS AND PEOPLE:** The "Departments and People" tab allows constituents to search, view, or contact council, committee, and other elected and/or appointed members through your website. Staff, board members, and citizens can view representatives' information, open positions, terms of office, vacancies, and more.

As you add or change office membership or personal information, updates automatically appear on your public legislative portal under the "Departments and People" tab.





STREAMING VIDEO OR AUDIO: Many government agencies now maintain digital video or audio recordings of their public meetings. Take recordings a step further and provide the public with a recording indexed to an agenda or minutes record.

PUBLIC AND PRIVATE Access: You have a great deal of flexibility in configuring the system's appearance.



Configurations include the website header, graphics, fonts, skins, and messages that match the look and feel of your website. The legislative portal is accessible through an

Internet browser and is intuitive and flexible. The general public, businesses, media, and others can access, search, track, and share public data through this page. Authorized staff members may have extended functionality through a secure personal login. Authorized users have the ability to add attachments to a meeting agenda record, including approved minutes of the previous meeting to add to the current meeting.

# Search Legislation and Subscribe to Online Notifications

The public legislative portal includes a number of intuitive search and communications tools that allow users to be notified when information of interest is published. Users can also provide feedback to representatives or share search results over social networking sites. Subscription and share features include:

**RSS:** Our web portal also includes standard RSS feeds. Staff and citizens can subscribe to content and receive real-time notification when it's updated for things like legislative history changes to items.

SOCIAL BOOKMARKING: Social bookmarking is available for board members and users, allowing them to store, organize, search, and manage agenda bookmarks. Our customized web portal allows users to save webpage links that they want to keep and/or share. These bookmarks can be saved privately, shared only with specified people or groups, or shared inside certain networks or another combination of domains.

ADVANCED SEARCH: Granicus provides advanced search capabilities modeled after Google Search. Granicus search allows you to search all legislative data, including meeting videos if available. Filter searches by date, item status, department or meeting body, and more. Results take the user to the specific record or the point in the meeting video when the searched topic was discussed. The search engine allows users to perform an unlimited number of search parameters at the same time and do complex





inquiries in a single pass. These search qualities are available both internally for staff and to the public via your online legislative research portal.

# **System Reports**

Reports are automatically generated based on the data entered into the system. Once data has been added, the system uses its built-in sort and formatting routines, defined by the documents they are intended to produce, to abstract the correct information, and produce all requested documents in specific formats: agendas, certifications, notices, and minutes. Some standard report types are listed below. The operator may also specify the printing of subsets of pages of a report, rather than the entire report.

Hearing notices	Subject matter index	Agenda item reports
Matters introduced	Voting record	Matter summary
Meeting attendance	Mailing labels	Item master
Meeting calendar	Agenda and Minutes reports	Certified copy
Pending items list	Meeting referral notice	Signature copy

These and other system generated reports may be previewed, directed to a printer, saved to a local directory, or exported in PDF or HTML format for later use or transmission to other departments via electronic mail or media transfer. In addition, a number of table and status reports are included with the system and can be generated on demand by system users.

#### **Automated Minutes Annotation**

The minutes feature within Legistar was designed by clerks to significantly reduce the time it takes to create and publish minutes. All actions, votes, and notes can be captured for a seamless, round-trip workflow. Staff can publish draft minutes to the organization's website within minutes of a meeting's adjournment. Plus, the system can reassign agenda items to the appropriate department based on the actions taken during a meeting, saving staff time and reducing errors.

# Administrative Controls, Featuring Remote Administration

Legistar has very defined administration privileges with hundreds of security settings. Security features can be defined to a single field, user, or group and include permissions that can be applied to all data and activities. Granicus provides full system administration experts who will work with you to provide administration remotely, in addition to training you on your own administration control settings. Our administrative and technical support is available to assist you in configuring your system.





Administration is easily managed through intuitive forms and table-controlled settings that do not require technical expertise. Even users with limited technical skills can be trained on how to create and manage security and other administrative modifications.

Define an unlimited number of security groups, each having its own settings and names. For example, a "Legal Office" group could have "add" and "edit" access but permission to generate an agenda or take minutes. Secured and non-secured statuses on different file types, agendas, and minutes allow you to further define the records that can be viewed. For example, the Finance Department could be restricted to creating/editing agendas and minutes only for the Finance Committee.

You can control access to most functions, including viewing, editing, and deleting records and agendas and printing reports. Security can be set for all of the following functions:

- Viewing, adding, editing, and deleting files
- All text functions
- Editing fields within the Legislative File screen
- Adding, viewing, or editing agendas and minutes
- Viewing or editing legislative history lines

# Data Architecture and Data Migration

The Granicus Primary Data Center is architected with redundant systems to ensure that there is no single point of failure and disruptions have no impact on the availability of Granicus applications. Additionally, our proposal is a continuance of the existing solution architecture, and no data will need to be migrated.

# API solution

We can provide a fully-documented and supported Application Programmatic Interface (API) and Software Developer Kit (SDK). This open architecture enables customers and developers to seamlessly integrate existing or future enterprise systems with Granicus. Developers typically use the API to add, update, extract, delete, and ultimately customize how information is presented.

We believe open systems and interoperability are critical components of any modern software solution. Granicus is committed to building open architectures, standards, and lasting partnerships with industry leaders. We want to offer clients the most complete solutions on the market, without forcing them into a single system for all enterprise tasks.





#### Hardware Solutions

# **Granicus Encoding Appliance**

The Granicus Encoding Appliance is designed and built for our platform and streaming protocols to provide government organizations with superior live and on-demand webcasting performance. The hardware is preconfigured and delivered ready to stream. Simply connect power, network and an analog or Digital (SDI audio/video source). Full appliance control is available through a web browser or locally-installed client application.

- Dell OptiPlex 7040
- Intel Core i7-6700
- 8GB RAM
- 1TB hard disk space
- 180W auto-switching Power Supply
- 1-year warranty (from Dell)
- 64-bit Windows 7 Embedded OS
- Dimensions 11.4 x 11.5 x 3.6
- Optional 3U rack mount shelf o Shelf can be used in a round or square hole and 2-post or 4-post rack



Rear View



o Dimensions 19" rack, 3U Tall, 14" Deep

Granicus' hosted infrastructure supports the encoding appliance and offers unlimited bandwidth, storage and the highest security standards through a cloud-based platform. The Granicus team works around-the clock to ensure your applications are protected and operating smoothly. This ensures long-lasting success with our technologies while maximizing your solution's performance.

#### Feature Development

Structured Document Templates

Legistar includes a complete file text-drafting toolset component that allows you to store and use any number of different templates. The drafting editor includes a complete set of drafting tools, including predefined boilerplates available for a specific file type. Additionally, a user can draft a new legislative text based on text from a different file





altogether (e.g., a similar past file, an outside Word file, or other imported text). Other standard features include: file version control, user definable data fields, spell checking, and more. The drafting toolset includes:

- Any number of predefined drafting templates,
- Text File import for outside documents,
- User defined library of pre-defined text sections for commonly required legal definitions and other,
   Spell check library with user-defined exception dictionary,
- Active common phrase library for frequently used sentences, descriptions, and other text use cases
- Auto save and section recognition function to automatically populate the Agenda
   Title and other appropriate sections,
- Version control management including saving Word Track Changes edited versions
- Option to include plain text or text attributes (e.g., underline, strike-thru, font color, etc.) in published agenda.

Additionally, you can define certain required fields that must be completed to process the request, such as a dollar amount. This control not only facilitates the pre-introduction review steps, but it helps reduce any redirects associated with missing or incorrectly drafted information.

### Web Forms

Legistar has a Web based form for drafting called On-Line Submittal (OLC), and future innovations include a web-based form for drafting and submitting agenda items into Legistar. However, we will need further details on this requirement to determine if these functionalities meet the City's needs.

#### Solution Documentation

All solutions have documentation available online via a web-based help model and all documentation is updated with every software release.

#### Maintenance

Adaptive Maintenance

Adaptive maintenance is considered scheduled maintenance and takes place between 11:00 pm – 4:00 am





ET on Fridays. Granicus, provides customers with at least two (2) days' notice for any scheduled maintenance. All system maintenance will be performed during these times, except for emergency maintenance.

# Corrective and Emergency Maintenance

In the case that emergency maintenance is required, the City will be provided as much advance notice as possible. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Notifications will be posted on status.granicusops.com. Email notifications for these products can be subscribed to from that page.

# Perfective Maintenance

Perfective maintenance is considered scheduled maintenance and takes place between 11:00 pm – 4:00 am ET on Fridays. Granicus, provides customers with at least two (2) days' notice for any scheduled maintenance. All system maintenance will be performed during these times, except for emergency maintenance.





# Preventative Maintenance

Preventative maintenance is considered scheduled maintenance and takes place between 11:00 pm – 4:00 am ET on Fridays. Granicus, provides customers with at least two (2) days' notice for any scheduled maintenance. All system maintenance will be performed during these times, except for emergency maintenance.

# Support

End User Support (EUS)

Our support team includes dedicated personnel to handle web, email, and phone support. Clients also have access to the Granicus Support Portal for self-training and issue submission.

#### **How to contact Granicus**

The Customer Care staff at Granicus may be contacted by the customer via Internet, email, or telephone.

#### CONTACT INFORMATION

Online (recommended)

support.granicus.com

**Email** 

support@granicus.com

Phone (for urgent issues) 800.314.0147

#### SUPPORT HOURS

US Regular Hours

8:00 AM - 10:00 PM Eastern

Monday Friday

UK Regular Hours

9:00 AM - 5:00 PM GMT

Monday

Friday

Urgent After-Hours Support is also available at 800.314.0147

Specialized Technical Service

As a current Granicus Client, the City has been assigned post-implementation personnel to support the City's needs on an ongoing basis.

Jared Kronitz (Jared.Kronitz@granicus.com) is the City's Customer Success Consultant and point of contact for any questions on your current Granicus solutions. He is available to provide you with ongoing strategic consultation to ensure you maximize your investment in Granicus solutions and services. Whether you are looking for help to improve the utilization of your existing systems or empowering you with the knowledge necessary to accomplish your goals, he will provide you with the tools and best practices you need to accomplish objectives that deliver quantifiable results.





### **Customer Support**

The Granicus Customer Support team, a separate group within our organization, is here to assist you with issues or questions that come up during the course of your day. We have shared internal digital resources that both teams use to capture notes on your account, including any incidents that you may report.

Hardware, Tool, and Software Support

Our standard support structure includes various ways to contact us depending on the severity of your issue/case. We provide 24/7/365 technical support to take full responsibility for maintaining and monitoring the technology that powers your solution and that of 4,200 other government agencies. There is no additional cost for support. All of our support staff is located within the United States.

# Ongoing System Enhancements

Ongoing system enhancements are considered scheduled maintenance and take place between 11:00 pm – 4:00 am ET on Fridays. Granicus, provides customers with at least two (2) days' notice for any scheduled maintenance. All system maintenance will be performed during these times, except for emergency maintenance. All solutions have documentation available online via a web-based help model and all documentation is updated with every software release.

# System Training and Testing

Users are trained on our systems post-implementation, and additional refresher training is available to customers as well. All solutions have documentation available online via a web-based help model and all documentation is updated with every software release.

# Backup and Recovery

The Granicus Primary Data Center is architected with redundant systems to ensure that there is no single point of failure and disruptions have no impact on the availability of Granicus applications.

# Data Security and Maintenance

Granicus implements a series of protective layers so that no single solution is relied upon to provide security, including:

 Hosting facilities that meet or exceed Tier III standards that are engineered to ensure application and data availability and security





- Edge-to-edge security, visibility, and carrier-class threat management and remediation. We utilize industry-leading tools to compare real-time network traffic and flag any anomalies such as: Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks, worms or botnets.
- Network issues: traffic and routing instability, equipment failures, or misconfigurations
- Hardened, stateful inspection firewall technology
- An Intrusion Detection System (IDS) utilizing signature-, protocol-, and anomalybased inspection methods
- 24/7/365 firewall, VPN, and IDS support and maintenance
- Security policies and procedures that are constantly maintained, tested, and updated

A Security Incident Response team/SSAE-16 accreditation ensures all customer data is secure from any tampering.

# Streaming and Archiving

Video Streaming and Archiving

# Granicus Video

Granicus Video gives your citizens greater access to public meetings and records online. Take the next step towards transparency by streaming meetings and events live, linking related documents to your video, and providing advanced searching of archives.

Granicus Video gives you unlimited cloud bandwidth and storage as well as local live and on-demand streaming. This solution also allows you to connect agenda data to tablet devices to review agendas and supporting documents, take notes, and more through the iLegislate® application.

- Give citizens convenient access to live and archived streaming through your website
- Reduce public inquiries with searchable, selfservice access online
- Import agendas and index video live to eliminate hours of work
- Manage and distribute unlimited meetings and events— all completely automated
- Reach a broader audience integrate closed captions with video
- Understand and measure public participation with indepth video analytics







# **Easy-to-Use Public Website**

Publish live and archived videos to a media portal on your website to make it easy for the public to access your content. Enable audiences to share videos over social networking sites or via email to drive greater visibility and viewership.

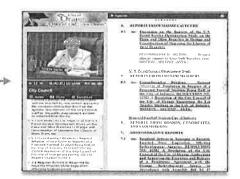
# Mobile-Enabled Delivery

The Government Transparency Suite allows citizens to view videos, agendas, minutes, and supporting documents on mobile devices. By providing live and on-demand streaming via mobile devices, you will always be able to reach the broadest audience possible.

# **Agenda Index Points**

Deliver a rich user experience by synchronizing and cross-linking materials to the video. Citizens can watch indexed videos, browse agendas, and view supporting materials—staff reports, memos, and ordinances— all within a single multimedia player.

Supporting documents are displayed alongside the video. Viewers can use jump-to points and links within documents to watch those discussions.



# Advanced Search "Drill Down"

Empower residents to find the information they need through a self-service search engine. Search across public meeting archives—meeting or event data, including: agendas, minutes, notes, motions, votes, and captions. With advanced filters for date range, data type, and more, the public can accurately define their search criteria to find the information they need.

# **Downloadable Media & Alerts:**





- Downloadable Media: Offer downloadable podcasts for citizens. Media files can be easily delivered as downloadable video (MP4) formats. Reach more citizens using mobile devices and popular media and social media networks.
- RSS: Viewers can setup RSS subscriptions to receive automatic notifications when the most recent content is available: specific files, agendas, or minutes. This feature simplifies the ability for citizens to get real-time updates straight to their inbox.
- User Search Alerts: Just as RSS subscriptions allow residents to receive updates on specific information, our user search alerts update citizens as information they care about becomes available in the system.

Closed Captioning services

# **Granicus Meeting Services**

Granicus Meeting Services provides turnkey solutions for public meeting needs. Our Meeting Services solutions take public meeting efficiency to the next level by eliminating the need for staff to manage many webcasting needs during an event. The Granicus staff can handle all webcast production needs to ensure that your meetings are successfully captured and delivered over the Web.

Our hands-free solution provides your audience with the most feature-rich video player, helping you improve citizen engagement and transparency efforts by leveraging the latest technology. Granicus also offers various services to help streamline the meeting process and free up staff time. From minutes annotation to a full AV production, Granicus is your one partner for all meeting services needs.

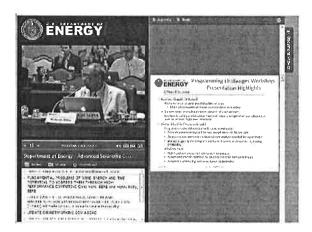
Having deployed more than 1,200 solutions for government clients, Granicus is well-prepared to meet your expectations and requirements for a meeting management solution. Granicus will take responsibility for providing extensive project management services on all timelines, planning, and deployments. The result will be a successful, timely, and fully-managed meeting management solution in an agreed upon timeframe.





# Meeting Services Solutions may include:

- Live Event Webcasting
- On-Site Webcast Production
- Closed Captioning
- Minutes Annotation
- Official Transcripts of Proceedings
- Audio and Video Production
- Seamless Website Integration
- Searchable Video Archives
- Integrated Public Record



# **Captioning Services**

With our solution, you will be able to engage new audiences and support ADA (Americans with Disabilities Act) compliance and offer greater accessibility to meetings with closed captioning. Captions are synchronized to meeting webcasts and can be recorded in real-time or added to an archived event. Give your audience greater accessibility and allow them to search archives for any word spoken during the meeting.

# Hosting

Platform Hosting

Our 100% cloud-hosted software solutions were designed specifically for governments to spend less time managing the manual artifacts of the legislative process and more time engaging important stakeholders in productive ways. We make this possible by providing our clients with all the hardware and software necessary to streamline and automate everything from online video streaming to paperless agenda creation and publication.

Cloud Hosting

Our modules are 100% cloud-hosted software solutions.

Application Cloud Hosting

Our modules are 100% cloud-hosted software solutions.

b)Approach to Implementing Services





Describe your policies and procedures for implementing projects, quality control/checks, project management, response time, project support & reporting/recommendation services, including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems for each of the following project phases:

# 1.Planning and Design

Requirements Definition and Analysis

Because Chicago is a current customer, we do not anticipate needing to complete any additional requirements definition and analysis to support the City's legislative management needs.

Process Identification and Prioritization

We do not anticipate needing to do any process identification and prioritization activities to support the City's legislative management needs.

Software Platform Selection

We do not anticipate needing to add any additional software platforms to support the City's legislative management needs.

Discovery and Planning

We do not anticipate needing to do any additional discovery and planning activities to support the City's legislative management needs.

Technical Design

We do not anticipate needing to complete any additional technical design activities to support the City's legislative management needs.

Technical Foundation

We do not anticipate needing to outline additional technical foundation to support the City's legislative management needs.

- 2. Development and Testing
  - Agile Development

We do not anticipate needing to outline any additional agile development activities to support the City's legislative management needs.

Stage Testing Plan

Because the City's solutions have already been implemented, we do not anticipate needing to create a stage testing plan.

Overall Unit Testing





We do not anticipate needing to complete any additional unit testing to ensure the City's software is operational.

- 3. Training and Rollout
  - Change Management

We do not anticipate needing to complete any additional training and rollout, or identify change management protocols, to support the City's current legislative management configuration.

User Training

We do not anticipate needing to complete any additional user training to support the City's current legislative management system.

Solution Stabilization

Our solutions remain stable with thorough monitoring and routine scheduled maintenance. Maintenance occurs between 11:00 pm – 4:00 am ET on Fridays and we provide customers with at least two (2) days' notice for any scheduled maintenance. All system maintenance is performed during these times, except for emergency maintenance. In the case that emergency maintenance is required, customers will be provided as much advance notice as possible. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance.

Build/Deliver Training Plan

We do not anticipate needing to build or deliver a training plan to support the City's current legislative management system. If the City would like to train new users or provide supplemental training for existing users, we have a variety of options available to meet your needs. Please reach out to your Customer Success Consultant Jared Kronitz (Jared.Kronitz@granicus.com) to review the best option(s) for your end users.

Transition to Support Team

As a current Granicus Client, the City has already been transitioned to a support team for support on an ongoing basis.

Jared Kronitz (Jared.Kronitz@granicus.com) is the City's Customer Success Consultant and point of contact for any questions on your current Granicus solutions. He is available to provide you with ongoing strategic consultation to ensure you maximize your investment in Granicus solutions and services. Whether you are looking for help to improve the utilization of your existing systems or empowering you with the knowledge necessary to accomplish your goals, he will provide you with the tools and best practices you need to accomplish objectives that deliver quantifiable results.

The Granicus Customer Support team, a separate group within our organization, is here to assist you with issues or questions that come up during the course of your day. We have shared internal digital resources that both teams use to capture notes on your





account, including any incidents that you may report. There are approximately 55 people on the Customer Success and Customer Support teams, and they support our 4,000 customers.

Knowledge transfer

Because the City is a current Granicus legislative management customer and the system has been fully implemented, we do not anticipate additional knowledge transfer will be necessary.

c)Organization Chart

Submit an organization chart which clearly illustrates the team structure comprising all firms (joint venture partners, if any, subcontractors); their relationship in terms of proposed Services; and key personnel involved and the following information:

i. Respondent should provide an organization chart which identifies not only the proposed organizational structure, but also key personnel by name and title. Staffing levels of each organizational unit should be estimated. The specific role of each of the firms/organizations in a team or joint venture for each task/work activity must be described.

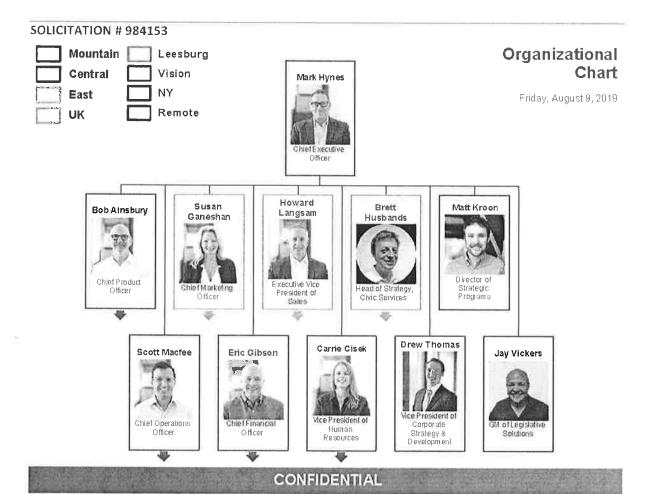
Because the City is a current Granicus Client and all systems have been implemented, and as noted in the previous section, the City is managed by a support team. Below we have included information on that team as well as the organization chart representing Granicus key leadership personnel.

Jared Kronitz (<u>Jared.Kronitz@granicus.com</u>) is the City's Customer Success Consultant and point of contact for any questions on your current Granicus solutions. He is available to provide you with ongoing strategic consultation to ensure you maximize your investment in Granicus solutions and services. Whether you are looking for help to improve the utilization of your existing systems or empowering you with the knowledge necessary to accomplish your goals, he will provide you with the tools and best practices you need to accomplish objectives that deliver quantifiable results.

The Granicus Customer Support team, a separate group within our organization, is here to assist you with issues or questions that come up during the course of your day. We have shared internal digital resources that both teams use to capture notes on your account, including any incidents that you may report. There are approximately 55 people on the Customer Success and Customer Support teams, and they support our 4,000 customers.







ii. Respondent must describe the specific role of each of the firms in a team or joint venture for each task/work activity.

Granicus will continue to be our primary point of contact for day-to-day support of your legislative management solutions.

iii. Respondent should provide an organization chart identifying and showing the relationships between the Respondent and subcontractors. The generic titles and responsibilities of key personnel to be assigned to this Project by the Respondent and by any subcontractor must be identified.

Granicus does not utilize subcontractors.

- d) Quality Assurance/Quality Control (QA/QC)
  - i. Describe your firm's approach, procedures, processes, and resources in providing quality management to enhance quality of information, security of data, and accuracy of reporting related to Exhibit 1, Scope of Services, Section O. Quality Control Requirements.





Because the City is a current Granicus legislative management customer, we do not anticipate that performing additional quality control activities related to implementation will be necessary. As noted earlier in our response, the we employ extensive measures to ensure data security and application availability.

Availability is defined as the ability of users to access the Granicus Solutions services via the internet. Granicus represents an up-time guarantee of 99.5% per calendar quarter for its hosted services.

# **Data Center Security**

Having a robust and secure data center implementation is a necessity, not an option. Granicus Data Centers are designed for reliability and redundancy. Our data centers are guided by a "defense-in-depth" security strategy to ensure reliable access of government data. With a 99.9% uptime, we are confident that customer data are always available.

# **Data Center Requirements**

Secure - SSAE-16 Accreditation Reliable Network

Data Availability: 99.98% Uptime Redundant Backups

### **Granicus Server Locations**

Primary Data Center in Ashburn, VA Backup Data Center in San Francisco, CA

# **Architecture & Data Center Redundancy**

The Granicus Primary Data Center is architected with redundant systems to ensure that there is no single point of failure and disruptions have no impact on the availability of Granicus applications.

# **Robust Security Layers**

Granicus implements a series of protective layers so that no single solution is relied upon to provide security, including:

- Hosting facilities that meet or exceed Tier III standards that are engineered to ensure application and data availability and security
- Edge-to-edge security, visibility, and carrier-class threat management and remediation. We utilize industry-leading tools to compare real-time network traffic and flag any anomalies such as: Denial of Service (DoS) and Distributed Denial of Service (DDoS) attacks, worms or botnets.
- Network issues: traffic and routing instability, equipment failures, or misconfigurations
- Hardened, stateful inspection firewall technology
- An Intrusion Detection System (IDS) utilizing signature-, protocol-, and anomaly-based inspection methods
- 24/7/365 firewall, VPN, and IDS support and maintenance





 Security policies and procedures that are constantly maintained, tested, and updated

A Security Incident Response team/SSAE-16 accreditation ensures all customer data is secure from any tampering.

ii. Describe your firm's approach to implementing a quality management system that defines quality, including both quality control and quality assurance methods. Quality Control (QC) is concerned with the internal process while Quality Assurance (QA) is the methodology to evaluate the document consistent conformance to the Scope of Services.

The City is a current Granicus customer, and no additional QA/QC activities are necessary to support the current legislative template. Should the City need any modifications to its current template, please contact your Customer Success Consultant to discuss desired document modifications.

- e) Dedicated Resources
  - iii. Describe facilities, equipment, personnel, applicable software/hardware/technologies, and other resources available for implementing the Services; providing detail, whether resources are proprietary or outsourced.

The City is a current Granicus customer, and no additional implementation work is necessary to support the City's current legislative management solution. We do not outsource any work including data conversion and customer service.

iv. Describe personnel, training locations/facilities, hours of operation, and resources available.

Granicus employs over 500 personnel who are dedicated to supporting, developing and helping customers utilize our solutions to modernize their online services, web presence, and communications strategies. We offer seamless digital solutions that help government actively reach, inform, and engage citizens for a better civic experience. We have office in Washington D.C., Denver, CO, St. Paul, MN and the United Kingdom.

#### **How to contact Granicus**

The Customer Care staff at Granicus may be contacted by the customer via Internet, email, or telephone.

#### **CONTACT INFORMATION**

Online (recommended) <u>support.granicus.com</u>

Email <u>support@granicus.com</u>

Phone (for urgent issues) 800.314.0147

#### SUPPORT HOURS





**US Regular Hours** 

8:00 AM - 10:00 PM Eastern

Monday -

Friday **UK Regular Hours** 

9:00 AM - 5:00 PM GMT Monday -

Friday

Urgent After-Hours Support is also available at 800.314.0147

f) Staffing Plan

Provide an assessment of staffing needs for each major activity area by job title and function. Refer to Exhibit 1, Scope of Services, Section P. Staffing Skill Requirements. Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity. Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for professional staff and supervisors committed to the City of Chicago project including team structure, numbers and team management plans to achieve requirements for transition, implementation and services. Submit resumes for key personnel that will be committed to this engagement. Correlate team members to the tasks they will be performing during implementation/transition and on-going operations. For each proposed key personnel, describe previous related experience and provide references including: name, address, and telephone number of contact person, and brief description of work history. The City reserves the right to conduct background checks on any personnel within the scope of this engagement.

As a current Granicus Client, the City's legislative management solution has already been fully implemented, and we will not need to provide personnel as set forth in Exhibit 1, Scope of Services, Section P. Staffing Skill Requirements.







### Second Amendment to the Granicus Service Agreement between Granicus, Inc. and Chicago, IL

This Second Amendment to the Granicus, Inc. Service Agreement is effective on the date this document is signed and entered into by and between Granicus, Inc., a California Corporation (hereinafter referred to as "Granicus"), and Chicago, IL (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 6/14/2016 (the "Agreement"); and

WHEREAS, the Client and Granicus desire to extend the Agreement and update Section 3 as noted below; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

- 1. The end date of the Agreement shall be extended to 12/31/2021 and compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
- 2. Section 3.5.6 Early Termination shall be struck in its entirety.
- 3. Except as amended by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
- 4. In the event of any inconsistency between the provisions of this Second Amendment and the documents comprising the Agreement, the provisions of this Second Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives.

#### Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Chicago, IL	Granicus
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

# Exhibit A

Granicus Proposal for Chicago, IL



#### **Granicus Contact**

**Name**: Cale Brakke **Phone**: (720) 892-0352

Email: cale.brakke@granicus.com

# **Proposal Details**

Quote Number: Q-97661 Prepared On: 5/19/2020 Valid Through: 6/13/2020

# Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

**Currency: USD** 

Current Subscription End Date: 6/13/2020 Period of Performance: 6/14/2020 - 12/31/2021

Annual Fees for Renewing Subscriptions					
Solution	Period of Performance	Billing Frequency	Quantity/Unit	Annual Fee	Prorated Fee
Legistar	6/14/2020 to 12/31/2021	Monthly	1 Each	\$99,756.34	\$154,554.00
Granicus Encoding Appliance Software (GT)	6/14/2020 to 12/31/2021	Monthly	1 Each	\$1,260.00	\$1,952.14
Granicus Encoding Appliance Software (GT)	6/14/2020 to 12/31/2021	Monthly	1 Each	\$1,260.00	\$1,952.14
Open Platform Suite	6/14/2020 to 12/31/2021	Monthly	1 Each	\$0.00	\$0.00
			SUBTOTAL:	\$128,106.35	\$198,477.10

Period of Billing Performance

Frequency

Solution

Government Transparency 6/14/2020 to Suite 12/31/2021

Quantity/Unit
Monthly 1 Each \$19,530.00

Annual Fee

\$30,258.12

**Prorated Fee** 

Upgrade to SDI 720p

6/14/2020 to

Streaming	12/31/2021	Monthly	2 Each	\$6,300.01	\$9,760.70
			SUBTOTAL:	\$128,106.35	\$198,477.10

Product Descriptions	
Name	Description
Legistar	Legistar is a Software-as-a-Service (SaaS) solution that enables government organizations to automate the entire legislative process of the clerk's office. Clerks can leverage Legistar to easily manage the entire legislative process from drafting files, through assignment to various departments, to final approval. Legistar includes:  Unlimited user accounts Unlimited meeting bodies and meeting types Unlimited data storage and retention Up to one (1) Legistar database
where webcas	<ul> <li>Up to one (1) InSite web portal</li> <li>licus Encoding Appliance Software (GT) This includes the LiveManager Software solution Appliance Software</li> <li>ts are started/stopped, agendas amended and indexed, votes and attendance</li> </ul>
(GT)	recorded, and minutes created.
	icus Encoding Appliance Software (GT) This includes the LiveManager Software solution <b>Appliance Software</b> ts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/ documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Government Gove	ernment Transparency are the live in-meeting functions. Streaming of an event, pushing of Transparency Suite
	d indexing of events.
Upgrade to SDI 720p	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed) Streaming
	*