



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION**

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled **"Instructions for Non-Competitive Procurement Application"** for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department	Originator Name	Telephone	Date	Signature of Application Author
Office of the City Clerk Contract Liaison Michelle Levar	Michelle Levar Email Contract Liaison michelle.levar@cityofchicago.org	312-744-8701 Telephone 312-744-8701	9/24/2021	<i>Michelle Levar</i>

List Name of NCRB Attendees/Department

Lawanda Crayton	Office of the City Clerk
Michelle Levar	Office of the City Clerk
Roberto Lopez	Office of the City Clerk
Kathryn O'Connell	Office of the City Clerk
Alexis White	Office of the City Clerk

Request NCRB review be conducted for the product(s) and/or service(s) described herein.

Company: Granicus, Inc.

Contact Person: Jordan Duesterhoeft	Phone: 651-448-2073 ext 1263	Email: jorfan.duesterhoeft@granicus.com
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Project Description: Legislative Electronic Document Management System 18-month contract extension and \$233,594.31 vendor limit increase for Granicus Inc. PO#34212

This is a request for:

New Contract Amendment / Modification

Contract Type

Blanket Agreement Term: ____ (# of mo) Time Extension Vendor Limit Increase Scope Change

Standard Agreement

Contract Number: 34212
Specification Number: 147169
Modification Number: _____

Department Request Approval	Recommended Approval
<i>Kathryn O'Connell</i>	<i>Steven M. Loboda</i>
DEPARTMENT HEAD OR DESIGNEE	BOARD CHAIRPERSON
<u>Kathryn O'Connell</u>	<u>Steven M. Loboda</u>
PRINT NAME	PRINT NAME
<u>9-24-21</u>	<u>11/4/2021</u>
DATE	DATE

(FOR NCRB USE ONLY)

Recommend Approval/Date: _____

Return to Department/Date: _____

Rejected/Date: _____

Approved Rejected

[Signature]

CHIEF PROCUREMENT OFFICER

11/4/2021

DATE



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive 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 parliamentary 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 NCRB 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 was scheduled to expire on June 13, 2020. The OCC presented before NCRB on July 7, 2020 regarding contract 34212. A contract extension for 18 months with VLI was approved on July 22, 2020. Said contract will expire on December 13, 2021. The initial timeline for on-boarding the new vendor was December of 2020 however, due to the pandemic and individuals' from both the City and the new vendor working from home, as well as contract negotiations taking longer than expected, the selected incoming vendor was not provided their DPS Award Letter until 5/17/2021 and commenced work soon thereafter. The new vendor is building a brand-new platform to not only stream and record City Council meetings, manage legislation, and make the legislation and meetings accessible online, but also to modernize the City Council process, including such items as electronic voting for City Council Meetings and Committee Meetings, as well as providing the ability to electronically file legislation and more easily follow the legislation through the legislative process both of which are priorities for the Clerk and the Mayor.

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). The new vendor is building a brand-new platform from scratch that encompasses not only the services currently provided by our legislative management system but will also help modernize the legislative process, which is a priority to the Clerk and the Mayor. We anticipate a transition to be completed within an 18-month term or until the new vendor is able to build the new platform and fully take over from Granicus. This extension term will provide the new vendor time to build the platform, transition the data and responsibilities, include new functioning such as electronic voting and electronic filing, which will both require legislative changes that must be approved by the City Council.

ESTIMATED COST

1&2. The OCC is requesting a contract extension (18-month term, or until new vendor is able to build the new platform and take over fully) for Granicus Inc.



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3. The estimated cost is \$233,594.31 and the funding source is 020-0100-025-2005-0149-220149. Of the estimated cost, \$205,610.68 is for the additional contract extension not originally contemplated in the contract but necessary for the continuation of services for December 14, 2021 through 2023. The additional \$27,983.63 is for the expected invoices for October 2021 through December 13, 2021. The initial timeline for on-boarding the new vendor was December of 2020. It was believed that by September/October 2021, Granicus would be able to pull back as the new vendor would have a platform-built and would have either fully taken over the legislative management task or would be close to doing so. The new vendor was not able to begin work until May 17, 2021 as explained above, and therefore, Granicus is still fully running the legislative management system for our Office. Due to the break in the initial timeline, the funds we requested in 2020 for this project, are not enough to cover the work being completed by Granicus. As such, we are in need of \$27,983.63 to pay invoices for October 2021, November 2021, and through December 13, 2021.

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 needed 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. The RPF contractor has been officially named and provided their Award Letter on 5/17/2021.

2. The OCC anticipates the transition taking about 18 months.

3. This contract needs to be in place before the contract expiration date of December 13, 2021 in order to ensure no lapse in service. Without the services Granicus provides, OCC will be without a legislative application suite and 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

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.

3. The Legistar software is proprietary for Granicus. As the software is proprietary to Granicus, the new vendor is tasked with building a brand-new platform that will not only have similar capabilities to our current software, but will also provide features that our Office does not currently have with Granicus, such as electronic voting and electronic filing, which are high priority to both the Clerk and the Mayor. While we are working with the new vendor to build our new platform and work on modernizing the legislative process which is estimated to take 18 months, we are still in need of Granicus' software and the services they have been providing in order to stay in compliance with the State Statute requirements.

4. The vendor has the facilities to host the software and has hosted the software for OCC for the past several years. As explained above in number 3, Granicus' Legistar software is proprietary, so while we await our new vendor building a brand new platform from scratch that not only provides services similar to those Granicus has been providing but will also modernize the City Council process, we are still required pursuant to Illinois Statute to provide legislation management and online accessibility for the public. Granicus has the unique capability to continue performing these services until the new vendor's site is fully functional. We anticipate a transition to be completed within an 18-month term or until the new vendor is able to build the new platform and fully take over from Granicus. This extension term will provide the new vendor time to build the platform, transition the data and responsibilities, include new functioning such as electronic voting and electronic filing, which will both require legislative changes that must be approved by the City Council.



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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.

OTHER



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION

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

1. 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.
3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
4. 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.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

1. 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.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

1. 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 Temporary Consulting Services Form.
2. 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 approved "ITGB Form" or "Request For Individual Hire Form".

REVIEW AND APPROVAL

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: 9-24-2021

Department Name: Office of the City Clerk

Requisition No: 343563 Specification No: 147169

PO No: 34212 Modification No:

Contract Liaison: Michelle Levar

Telephone: 312-744-8701

Email: michelle.levar@cityofchicago.org

Project / Program Manager: Roberto Lopez


Telephone: 312-744-1000

Email: roberto.lopez2@cityofchicago.org

For Blanket Agreements, the lead department must consult with other departments who may want to participate in the Blanket Agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source.

Note:

1) **Funding:** Attach information if multiple funding lines
 2) **Individual Contract Services:** Include approval form signed by all parties
 3) **ITGB:** IT project valued at \$100,000.00 or more, attach approval transmittal sheet.

*Contract Liaison Signature


*By signing this form, I attest that all information provided is true and accurate.

Project Title: Contract extension for the City Council Legislative Document Management System

Project Description: 18 month contract extension and \$233,594.31 increase for Granicus (PO# 34212)

Funding:

Corporate Bond Enterprise Grant Other:

IDOT/Transit IDOT/Highway FHWA FTA FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
	020	0100	025	2005	0149	220149			233,594.31

Check One:

New Contract Request

*By signing below, I attest the estimates provided for this contract are true and accurate.

*Project / Program Manager Signature


*Commissioner/Authorized Designee Signature


Purchase Order Type:

Blanket/Purchase Order (DUR)
 Master Consultant Agreement (Task Order)
 Standard/One-Time Purchase

Procurement Method:

Bid RFP RFQ RFI
 Small Order

Special Approvals Required:

Emergency
 Non-Competitive Review Board (NCRB)
 Request for Individual Contract Services
 Information Technology Governance Board (ITGB)
 IDOT Concurrence

Purchase Order Information:

Contract Term (No. of Months): _____

Extension Options (Rate of Recurrence): _____

Estimated Spend/Value: \$ _____

Grant Commitment / Expiration Date: _____

Pre-Bid/Submittal Conference: Yes No
 Mandatory Site Visit

Contract Type:

Architect Engineering Commodity Construction JOC SBI
 Professional Services Revenue Generating Vehicle & Heavy Equipment
 Work Service Joint Procurement Reference Contract

Modification or Amendment

Modification Information:

PO Start Date: 12/14/2021

PO End Date: 6/13/2023

Amount (Increase/Reduction): _____

MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)

Full Compliance Contract Specific Goals
 No Stated Goals Waiver Request

Safety Enhancing Vehicle Equipment (MCC 2-92-597) Yes__No__

Modification/Amendment Type:

Time Extension Scope Change/Price Increase /Additional Line Item(s)
 Vendor Limit Increase Requisition Encumbrance Adjustment
 Other (specify): _____

Risk Management / EDS / IDOT

Insurance Requirements (included) Yes No

EDS Certification of Filling (included) Yes No

IDOT Concurrence (required) Yes No

Vendor Information

Name: Granicus, Inc.

Contact: Jordan Duesterhoeft

Address: 4018 St. Peter Street, Suite 600 St. Paul, MN 55102

E-mail: jordan.duesterhoeft@granicus.com

Phone: 651-448-2073 x1263



CITY OF CHICAGO



OFFICE OF THE CITY CLERK
ANNA M. VALENCIA

MEMORANDUM

TO: Aileen Velazquez
Acting Chief Procurement Officer
Department of Procurement

FROM: _____
Andrea M. Valencia
City Clerk

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

DATE: September 24, 2021

The Office of the City Clerk (OCC) respectfully submits the attached packet for consideration and approval from the Non-Competitive Review Board (NCRB). The OCC is requesting a vendor limit increase of \$233,594.31 and an 18-month additional extension for Granicus, Inc., PO# 34212. The current contract expires December 13, 2021. Granicus Inc. is contracted to stream and record Chicago City Council meetings, manage legislation and other official records, and make legislation and other officer records accessible online.

This request for an additional extension not originally contemplated in the contract but necessary for the continuation of services will allow the OCC the needed time to bridge the transfer of services to the new vendor as the result of a RFP for Technology and Services Relating to the Legislative Management Document Intake System with Ongoing Updates, Maintenance, and Support (Spec. No. 984153). The selected vendor was provided their DPS Award Letter on 5/17/2021 and commenced work soon thereafter. The new vendor is building a brand-new platform to not only stream and record City Council meetings, manage legislation, and make the legislation and meetings accessible online, but also to modernize the City Council process, including such items as electronic voting for City Council Meetings and Committee Meetings, as well as providing the ability to electronically file legislation and more easily follow the legislation through the legislative process.

While the new platform is being built, our Office still must manage all legislation and official records as well as provide online accessibility to City Council Meetings and legislation pursuant to Illinois State Statute, 65 ILCS 5/3 1--35-90. As such, this additional extension is designed to serve as a bridge between the expiring contract and the full transition to the new vendor so our Office can continue performing its required duties.

Thank you for your consideration. Please do not hesitate to contact Michelle Levar, Chief Legal Counsel, at (312) 744-8701 should any questions or concerns arise.

Section 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	\$138,400
Year to date expenditure	\$90,113.18
Are funds	<input checked="" type="checkbox"/> Operating <input type="checkbox"/> Capital <input type="checkbox"/> TIF <input type="checkbox"/> Grant
What is the funding strip?	021-0100-0252005-0140-220140 and 021-0100-0252005-0149-220149
If contract modification or task request is approved, will department have enough funds to cover new expenditure?	Yes, we are seeking an additional \$21,400 to get us through the remainder of FY2021 and the \$205,610.68 will be used for FY2022 and FY2023. However, the funds for FY2022 and FY2023 are contingent on the appropriation approval.
If no, what is the plan to address the short fall?	
Section II: Contract Modifications	
Complete this section if you are modifying the value of an existing contract.	
Contract Value Increase	\$227,010.68 <i>\$ 233,000</i>
New total contract amount	\$971,410.68
New contract expiration date	6/13/2023
Goods/services provided by this contract	Legislative Electronic Document System Maintenance and Support

\$ 233,000 per memo and checklist SC

Justification of need to modify this contract	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.
Impact of denial	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.
Section III. Issue a Request for Services to a Master Consulting Agreement	
Complete this section if you want to issue a request for services to a Master Consulting Agreement	
Value of planned task order request	
Expiration date of planned task order request	
Scope of services	
Justification of need to issue request for services	
Impact of denial	
Section IV: Assessment of Office of Budget and Management Analyst	
Approve/Deny	Request approved. The Granicus services indicated above were budgeted for on the previously indicated funding strips for 2021. Additionally, OCC has requested additional funding for 2022. Please be aware that funding for 2022 and 2023 is yet to be appropriated, and the Office of the City Clerk will be responsible for requesting and assuring that funds get approved and appropriated.
OBM Analyst Initials	<i>MJ</i>
OBM Analyst Name/number	Matthew Jakubowski / 312-744-4318 / 8-31-2021

Section 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	12/13/2021
Budgeted amount for current year	\$138,400
Year to date expenditure	\$100,788.71
Are funds <input checked="" type="checkbox"/> Operating <input type="checkbox"/> Capital <input type="checkbox"/> TIF <input type="checkbox"/> Grant	
What is the funding strip?	021-0100-025-2005-0149-220149- \$95,006 021-0100-025-2005-0140-220140- \$43,394
If contract modification or task request is approved, will department have enough funds to cover new expenditure?	
If no, what is the plan to address the short fall?	
Section II: Contract Modifications	
Complete this section if you are modifying the value of an existing contract.	
Contract Value Increase	\$28,000
New total contract amount	\$772,400
New contract expiration date	12/13/2021
Goods/services provided by this contract	Legislative Electronic Document System Maintenance and Support

Justification of need to modify this contract	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.
Impact of denial	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.
Section III. Issue a Request for Services to a Master Consulting Agreement	
Complete this section if you want to issue a request for services to a Master Consulting Agreement	
Value of planned task order request	
Expiration date of planned task order request	
Scope of services	
Justification of need to issue request for services	
Impact of denial	
Section IV: Assessment of Office of Budget and Management Analyst	
Approve/Deny	Request approved. The Granicus services indicated above were budgeted for on the previously indicated funding strips for 2021. Additionally, OCC has requested additional funding for 2022. Please be aware that funding for 2022 and 2023 is yet to be appropriated, and the Office of the City Clerk will be responsible for requesting and assuring that funds get approved and appropriated.
OBM Analyst Initials	<i>MJ</i>
OBM Analyst Name/number	Matthew Jakubowski / 312-744-4318 / 9-27-2021

Scope of Services

Managed Services Overview

Managed Services Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide the City of Chicago with the Granicus Software Licenses, and Managed Services that comprise the City's Granicus Solution. "Managed Services" shall mean the services provided by Granicus to the City. Unless otherwise specified, all platforms and applications are licensed for unlimited City of Chicago usage, data and users accounts.

1. Managed Services Categories

1. Contractor will provide all Maintenance as follows:

Corrective and Emergency Maintenance

Defined as any technological activity that is required to correct a failure that has occurred or is in the process of occurring. (A system failure in this sense is defined as any repeatable instance where the system in deployment does not mirror to the system as designed.) Also known as "bug fixing," this activity may consist of repair, restoration, or replacement of any application component. It includes the diagnosis, analysis, troubleshooting and remediation tasks associated with finding and fixing problems, and restoring service when it is degraded or disrupted. Notably, as all technology solutions have bugs, a critical aspect of the analysis includes assessing the severity and criticality of a bug as it relates to the overall system functionality as well as the overall business operations.

Preventative Maintenance

Defined as any technological activity that selectively replaces or overhauls the technology components in order to mitigate or reduce the risk of a future system failure, and to improve the maintainability of a system over time. This may include, but is not limited to:

- Restructuring code to improve maintainability
- Applying security patches to infrastructure and third-party products
- Proactively monitoring and tuning system performance
- Replacing embedded code with configurable parameters
- Creating administrative tools to simplify and externalize system controls
- Conducting or responding to vulnerability scans with remediation changes

Adaptive Maintenance

Defined as any technological activity required to modify the system to cope with changes in the internal or external environment, operational conditions or changing business volumes. It may include but is not limited to:

- Responding to Ordinance or other Regulatory changes
- Responding to changes in business rules, policies or procedures
- Maintaining current releases of third party software
- Adding or modifying interfaces to third party systems

Perfective Maintenance

Defined as any technological activity that implements new or changed user requirements (as validated and agreed to by both parties) which result in functional enhancements to the technology. This may include but is not limited to:

- Functional improvements to improve business processes
- User Experience and Usability changes to improve customer interactions
- Identifying potential issues or trends, and then defining, recommending and implementing actions to address them;
- Reporting changes to improve business planning and decision making

2. Contractor will provide all Support as follows:

End User Support

End User Support (hereafter "EUS") encompasses accepting communication of an issue from a system user, then analyzing the symptoms and determining possible or definitive underlying problems, then determining which actions might result in the resolution of the issue, and then working with the end users (or their representatives) to implement the proposed solution until either the issue has been resolved or a determination has been made by the EUS technicians that fundamental changes (see maintenance section above) need to occur so as to bring the application into compliance with client user expectations and requirements.

This work can include various resolution methods such as analyzing physical deployment issues, resolving username and password problems, uninstalling/reinstalling applications, verification of proper hardware and software set up, and providing clarification on how to correctly use the application so as to meet the user's goals (i.e. ad hoc training and tips).

EUS must include documenting all identified issues and actions taken, as well as proactively communicating known issues to users.

As part of EUS, Granicus will be required to use a ticketing system to manage all aspects of End User Support, such as receiving tickets, documenting the work history, internally assigning tickets within Granicus' ranks or where appropriate assigning tickets to other departments/resolvers, and upon resolving the issue, close the ticket out.

System Training

This incorporates all training that would be required for client-side users to be able to effectively use the technologies for defined business purposes. As circumstances require and at the direction of the Office of the City Clerk (hereafter "OCC") system training could include but is not limited to:

- Developing user manuals
- Developing recorded video tutorials, using screen capture technologies.
- Analyzing current user skills/knowledge creating a user training program.
- Maintaining materials related to aforementioned items so that the materials remain updated for all updates/enhancements made to the website.
- Providing ad hoc tutorials on functionality to lead OCC technical staff, so that OCC technical staffers have a continuous and robust understanding of how the technological solution works.

System Documentation

This work could include actual documenting the system according to modeling and documentation standards such as UML and BPMN, or it could involve validating documentation created by City technology workers, or some combination thereof.

Specialized Technical Services

At various times during the application / business lifecycle, there will be specialized functions that Granicus will need to perform related to the technological solution which OCC business users cannot perform on their own, for a variety of reasons. These reasons can include – but are not limited to – the following: application suite does not provide user interface to perform function; users do not have requisite permissions to perform function; users do not have expertise to perform the task; users do not have time to perform the task due to operational/resource constraints.

2. Managed Services: Enumerated Technologies

Contractor will provide all of the following Software Applications:

- **Legistar and InSite:** Structured data related to legislation (and related entities such as votes, etc.), meetings, bodies and members. Document libraries containing documents related to each of the aforementioned entities. Public facing legislative research portal/webpage.
 - Legistar customizations:
 - Document Tracking Sheets - Create new legislative records and accompanying barcode-embazoned tracking sheets.
 - Word Templates – custom Word templates for legislation creation.
 - Attachment Synchronizer - Customized locally installed PC application to upload documents to the Legislative Management Suite.
 - Meeting Manager: Meeting data capture, including (but not limited to) actions, discussion, motions, votes, generation of reports, etc.); Minutes creation software.
 - Journal workflow functionality: Creation of the official Journal of Proceedings utilizing data created in the Legistar solution.
 - Migration of Legacy Documents
- **iLegislate:** Paperless agenda markup, review, and annotation. Contractor will provide the support and maintenance for the following features and functionality:
 - Stream indexed archived videos using H.264 technology
 - Note, annotate, and bookmark specific agenda items
 - View archive meeting videos
 - Automatic backup data to cloud
 - Support Granicus API
 - Integrate with 3rd party agenda management system
 - Integrate with the Citizen Participation Suite
- **Granicus Open Platform.**
 - Unlimited content storage and distribution
 - Open architecture and SDK

Contractor will provide all Unified Hardware/Software Solutions:

- **Live and on-demand streaming.**
- **Performance Accelerator:** Local storage and internal distribution software license; Intelligent Unicast routing.
 - Designed to support high volume internal streaming without straining Internet bandwidth.
 - Viewing requests are intelligently routed to the most logical network location (usually the network core)

- Ideal when demand exceeds the 50 concurrent internal stream limit of the Granicus Encoding Appliance
- Ideal when internal distribution is desired for more than two Granicus Encoding Appliances
- The Performance Accelerator delivers all content via unicast streaming. Each internal viewer receives a single stream directly from the Performance Accelerator
- When a viewer clicks a link to access a stream, Granicus servers examine the public IP address of the request. Addresses that are identified as internal network viewers are transparently redirected to the Performance Accelerator.
- **Granicus Encoding Appliance: Video/Audio Encoder Hardware and related encoding software (quantity = 2; primary encoder and auxiliary encoder)**
 - Remote systems monitoring and Granicus maintenance updates
 - Supports extraction and display of embedded closed captions to help maintain ADA compliancy
 - H.264 video codec encoding
 - HTML5 and Flash compatible streaming delivery
- **MediaManager: Pre/post media, agenda, content, etc. management and storage. Closed captioning services.**
 - Give citizens convenient access to live and archived streaming through your website
 - Import agendas and index video live
 - Manage and distribute unlimited meetings and events—all completely automated
 - Understand and measure public participation with in-depth video analytics
- **LiveManager: Live indexing of agenda with video/audio**
- **Closed Captioning: Captioning services provided to the City by Granicus. It is understood that captioning is still an hourly basis, as outlined in the cost overview exhibit. This encompasses any related technologies that make the captions integrate with the overall solution.**
- **Legislative Management Suite**
 - Agenda item drafting
 - Electronic approval process
 - Agenda packet generation and publication
 - Organize, store and retrieve documents
 - Continuous legislative workflow
 - Track and search legislative data

Roberto Lopez
Director of Project Management

Peter Polacek
Managing Editor Council Journal

RE: NCRB

Jordan Duesterhoeft <Jordan.Duesterhoeft@granicus.com>

Tue 9/14/2021 12:57 PM

To: Michelle Levar <Michelle.Lever@cityofchicago.org>

Cc: Kathryn O'Connell <Kathryn.O'Connell@cityofchicago.org>

[Warning: External email]

Hello Michelle,

Message received. It is my understanding that the terms and conditions of the 6/14/2016 agreement, along with the modifications of Amendments 1 through 3, will remain in effect with the signing of Amendment 4.

Let me know if you need anything else.

Best,

Jordan Duesterhoeft,

Business and Contract Specialist

Granicus | 408 St. Peter St. Suite 600, St. Paul, MN 55102

P: 651-448-2073 x1263 | E: jordan.duesterhoeft@granicus.com



From: Michelle Levar <Michelle.Lever@cityofchicago.org>

Sent: Tuesday, August 31, 2021 12:30 PM

To: Jordan Duesterhoeft <Jordan.Duesterhoeft@granicus.com>

Cc: Kathryn O'Connell <Kathryn.O'Connell@cityofchicago.org>

Subject: Re: NCRB

[EXTERNAL]

Hi Jordan,

I have attached the original contract between Granicus and the Office of the City Clerk dated June 14, 2016.

Section 3 of the contract lays out the City of Chicago's general terms and conditions. This email is to let you know that these terms and conditions will still be in effect in this Fourth Amendment to the Agreement. Please respond letting me know you received this email and agree that these terms and conditions will still be in effect.

Please let me know if you have any questions.

Thank you,
Michelle



www.granicus.com

August 4, 2021

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.

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U.K.

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0800.032.5769



GRANICUS

www.granicus.com

- 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
 - Reliable - 99.95% Uptime
 - Redundant Backups
 - 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 Citizen 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

Legistar

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

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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

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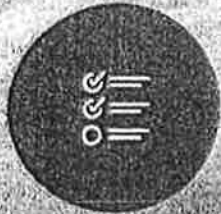
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Appendix 1



Legislative Management

Comprehensive and automated agenda workflow

Legislative workflows often require a significant commitment from clerical staff. Drafting legislation, getting items approved, compiling information from various departments, and creating an agenda are integral parts of the pre-meeting process, yet can be very time-consuming. Then, there are live and post-meeting processes that staff must follow to ensure an accurate account of a meeting. With so many moving parts, steps can be overlooked or items can be inadvertently dropped. Using a completely automated, round-trip legislative workflow solution can save staff countless hours while helping them maintain legislative accuracy.

Granicus' Legislative Management Suite, powered by Legis-tar technology, allows government staff to easily manage the entire legislative process from start to finish. From drafting files, through assignment to various departments, to final approval, this suite is an automated solution designed to reduce workloads and create a more efficient method for managing decisions.

Reach new levels of automation with a complete legislative solution

- Eliminate manual workflows. Create and manage items for agendas in one system
- Automate agenda item approvals with electronic approval processes
- Simplify agenda creation—automatically compile files and supporting materials for upcoming meetings.
- Organize, store and retrieve electronic documents.
- Easily track legislation and generate historical reports for staff, citizens and council.

LEGISLATIVE MANAGEMENT**Features List**

- Record Motions, Votes and Notes
- Draft files and edit text in Microsoft Word™
- Add supporting documents
- Cross-reference Items to agendas and minutes
- Set electronic approval routing
- Review agenda Item history
- Automatically assemble and publish agenda packets
- Connect agenda data to the iPad
- Auto-number agenda Items
- Create templates for each meeting body
- Record roll call, motions, votes, and discussion
- Automatic item referral routing
- Publish minutes to the web
- Full text search
- Organize, store and retrieve electronic documents
- Unlimited users and records
- Video streaming integration
- Dynamic calendar of past and upcoming meetings
- Search, track and print legislative data
- View district representation, vacancies and more

The Legislative Management Suite helps governments organize, store and easily retrieve electronic documents all in one system. It also maintains all legislative data and tracks each item's path through the entire process. Plus, it allows staff to quickly and easily publish agenda and minutes documents to the Web, helping ensure records availability and promote government transparency.

Simplify the agenda creation process**Create legislative items for meeting agendas**

Easily create new files for meeting agendas. By indicating the item type (resolution, ordinance, etc.), meeting body in control of the item, and the item's status, items are automatically placed on the appropriate agenda.

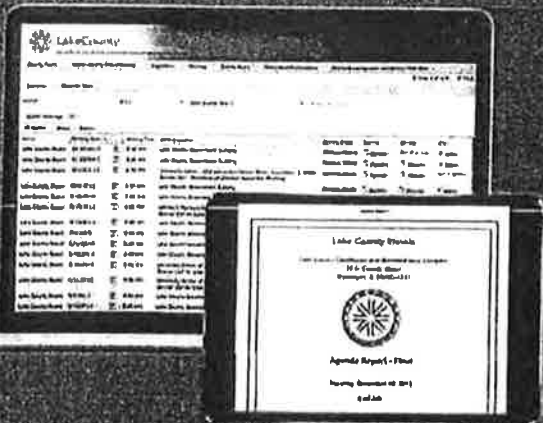
Draft items in a familiar system and add supporting materials

Simply type the file text directly into the system or draft it in the familiar template of Microsoft Word®. Create templates and standard paragraphs for quick drafting. Once the text of an item is complete, add supporting attachments of any file type to substantiate the item. Staff, elected members and even residents can submit agenda items through a form on your website.

Automate agenda item approvals with electronic approval routing

Electronically route agenda items for approvals. Create an automated approval sequence and let the system manage the work. Selected approvers will be notified when the item is ready for their review. Approvers can review all item details, supporting documents, make edits, approve or deny the request through the system or a browser-based form.

LEGISLATIVE MANAGEMENT



Publish a portal to your website for a quick and easy search of legislative data.

Keep the public informed - publish agendas to your website

Assemble complete agendas packets for upcoming meetings

Gather and compile legislative data for meeting agendas with the push of a button. Items are automatically placed on agendas and can also be added on the fly. Once the agenda is compiled, print or publish full packets to the Web. With iLegislate, review published agendas and supporting documents, bookmark and take notes on Items, all through a native iPad application.

Save time with a continuous legislative workflow

Capture all meeting actions into a draft minutes document for a seamless, roundtrip workflow. Agenda items can be automatically reassigned to the appropriate department based on the actions taken during a meeting, saving staff time and reducing errors.

Offer the public an easy-to-use online legislative portal

Residents can search legislative text, attachments, agendas, minutes, votes and more. Both the public and staff can track legislative history over a given period of time and view a calendar of upcoming and previous meeting details. Citizens can also look-up elected officials, track positions and even apply online.

Organize, store and retrieve documents with ease

Organize and store electronic documents of any file format in one repository. All documents are automatically tagged and indexed with metadata, making search and retrieval easy.

Track legislative items and generate historical reports

Track bills, resolutions or other legislation from inception through approvals and actions taken. Easily search all file history and generate legislative reports.

Appendix 2



iLegislate®

The leading tablet application for paperless agendas
on iPad and Android

Granicus' tablet agenda application, iLegislate®, enables governments to review meeting agendas, supporting documents, and archived videos over iPad® or Android tablet. Proven to save staff hours in their pre-meeting workflow while improving efficiencies; government agencies no longer need to spend thousands of dollars annually printing, copying, and binding meeting materials, not to mention the staff costs for collecting, organizing, and distributing these materials. Eliminate these time and material costs by introducing a completely paperless environment for agendas.

iLegislate seamlessly connects all agenda data to the tablet, automatically updating it with the latest information when online, and available for review when offline. Elected members and staff can review agendas and PDF attachments, and bookmark items of interest, while offline. All these changes are automatically backed up to the Granicus cloud when an internet connection is established.

- Convenient access to meeting agendas and supporting documents
- Reduce paper consumption and move to a paperless environment
- Review agendas and attachments offline and on-the-go
- Easily take notes and email agenda items
- Review indexed, archived meeting videos
- Public opinion placed at elected officials' fingertips

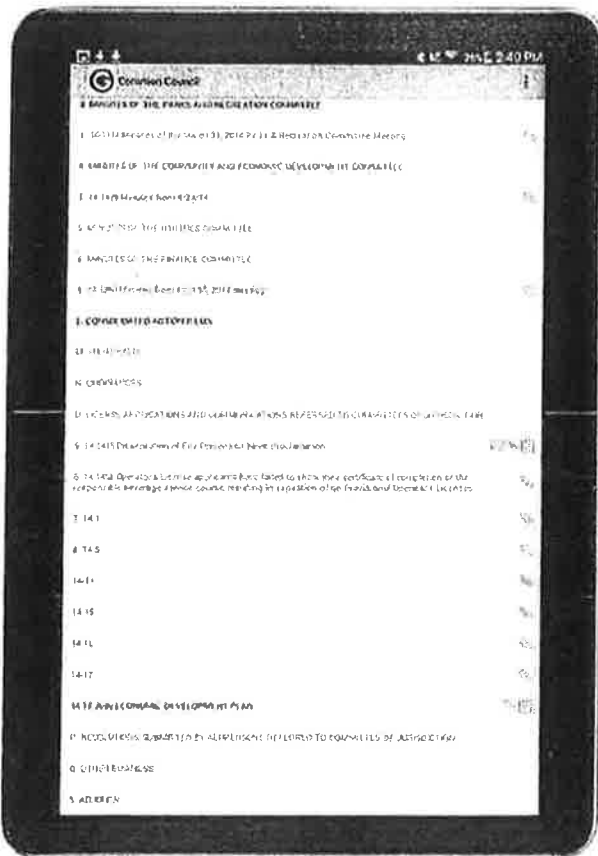
Benefits & Functionality

Review meeting agendas with supporting documents

Easily review upcoming and previous meeting agendas through a tablet. Read agenda item details, including the suggested action, by simply clicking on the item within the agenda. Download the agenda and review the complete packet without an internet connection.

Stream indexed archived videos

Using H.264 technology, watch archived videos within the iLegislate application. Simply click on the videos tab and choose from the same list of archived videos available through your website including meetings, Public Service Announcements, events and more. Archived videos are indexed, making it easy to jump directly to items of interest.



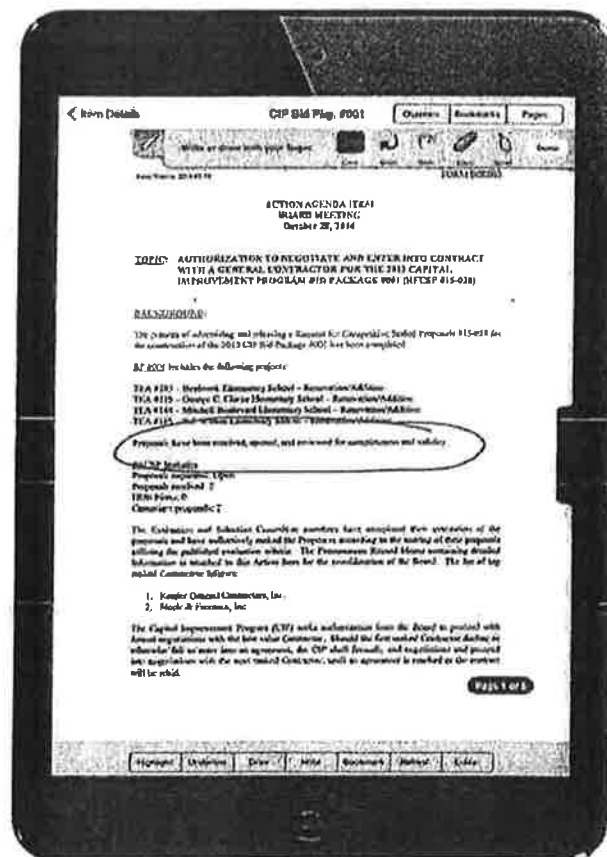
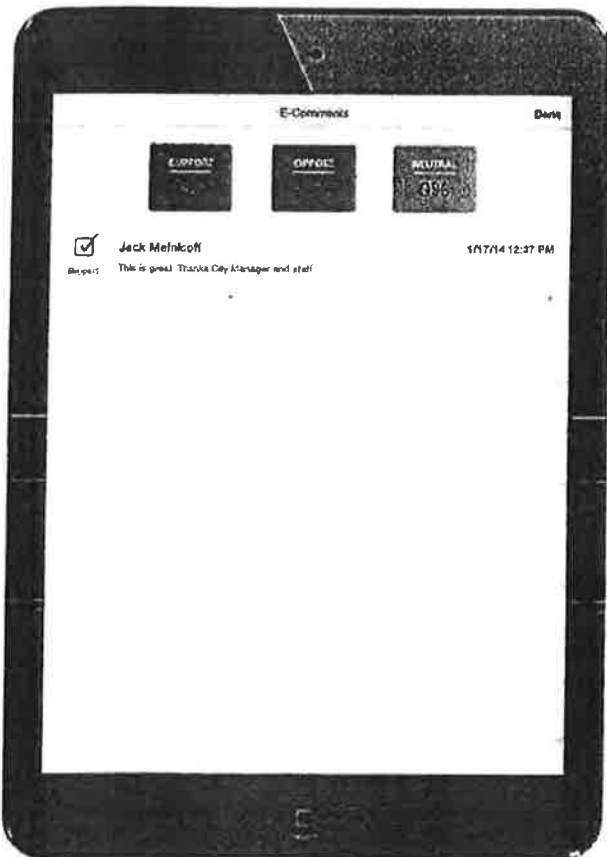
Put public opinion at elected officials' fingertips

More than digital agendas, the integration with the Citizen Participation Suite provides easy access to ideas coming from the community, as well as feedback from the public on specific agenda items. Make community leaders more effective by placing public support percentages and community comments on agenda items, maps of community idea contributors, civic participant demographics, community improvement ideas, and more at their fingertips.

Take notes, annotate, and bookmark specific agenda items*

When reviewing an agenda item's details, users can add personal notes to an item or bookmark it for future review. Users can take typed notes, or mark up agendas and supporting documents with highlighting, drawing, and underlining tools. We've even made note and bookmark review easier by allowing users to see all notes or all bookmarked items at once.

* Available only on the iPad



FEATURE LIST

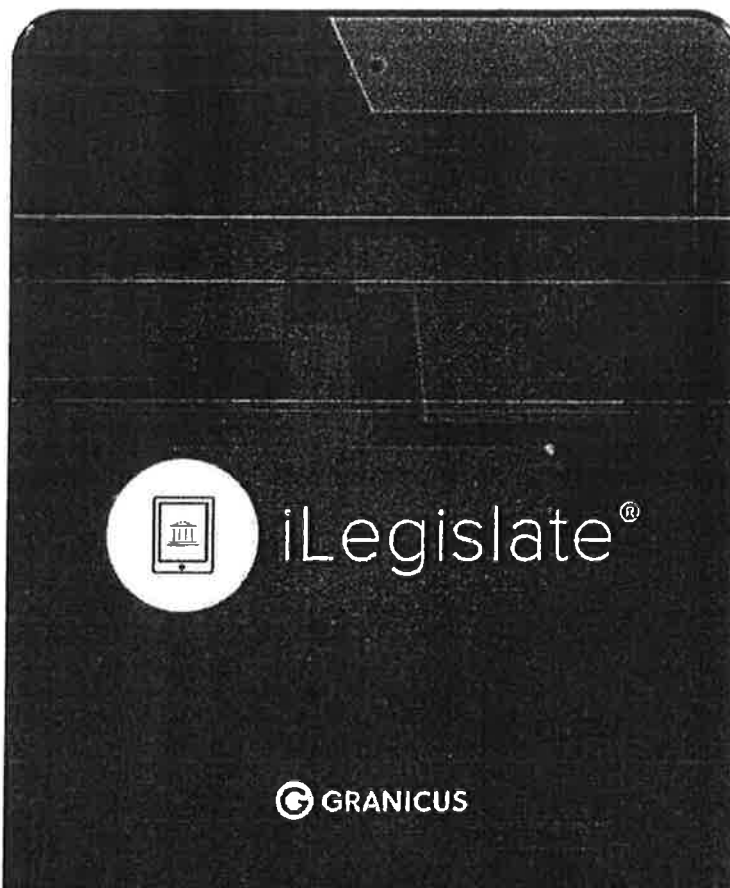
- Review complete paperless agenda packets
- Take notes on agenda items and supporting documents
- Bookmark items of interest
- View archived meeting videos specific to agenda items
- Review agendas for various meeting bodies
- Automatically backup data to the cloud
- Supports the Granicus API
- Integrates with 3rd party agenda management systems
- Integrates with the Citizen Participation Suite

IPAD ONLY FEATURES

- Email agenda items with annotations
- Review and annotate agendas offline
- Save, delete, and annotate previous agendas

DEPENDENCIES

- Free to any Granicus Platform and Suite users
- Apple iPad or iPad Mini (iOS 7 or greater/iPad G2 or greater)
- Android Device (Version 4.3 and greater)



Appendix 3



Government Transparency

Promote accountability and build public trust

Transparency around public meetings is more important than ever. Citizens want to learn about policy decisions that affect their lives and see how their tax dollars are being spent. But, the burden and expense of managing this information is time consuming for government employees and can be cumbersome for citizens to find at complex government websites. What if you could automate this process and make it incredibly convenient for everyone?

The Government Transparency Suite helps agencies give access to all public meetings and important records online and creates an unprecedented level of openness. Leveraging a powerful media management solution, organizations can easily publish content on their website, link related documents, and provide keyword searching for citizens. Using reports on visitor trends, agencies can quickly gauge interest in the most important issues.

Manage and broadcast government media online

- Give citizens convenient access to live and archived streaming through your website
- Reduce public inquiries with searchable, self-service 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 in-depth video analytics

Features for Staff

- Live Event Streaming
- Encoding Appliance
- Intelligent Media Routing
- Proactive Systems Monitoring
- Import & Parse Agendas
- Link Relevant Documents
- Index Video Live
- Create Text Transcripts
- Reports & Analytics
- Paperless Agenda for the iPad

Benefits to Citizens

- Closed Captioning
- Advanced Search
- Downloadable Media

Conveniently deliver media online and increase transparency

Increase convenience with access any time, from anywhere

Citizens and staff can watch live streaming broadcasts or play archived videos through your website. Viewers can quickly jump to any topic through index points to review only the information that is important to them.

Maximize public access with a searchable integrated public record

Empower citizens to find what they need through a searchable public record on your website. All meeting audio, video, minutes, and agendas are tightly integrated together. Citizens can subscribe to your agenda or a particular search to get real-time notifications when new content is available.

Ensure ADA compliance with a closed captioning integration

Easily stream meetings with scrolling closed captions. Quickly access and publish a full transcript and even search for any word spoken on video.

Review and annotate paperless meeting materials on the iPad

Staff and elected members can review agendas and supporting documents, as well as bookmark and take notes on items, through a native iPad application.

GOVERNMENT TRANSPARENCY

Deliver rich media and critical documents through your website and mobile devices.



Measure viewership to understand trends and growth in audience engagement.

Award-winning, proven streaming solution for local, state, and federal agencies

Unparalleled streaming performance and reliability

Reduce the burden on IT staff by leveraging a world-class hosted infrastructure and an on-site media server, backed by a comprehensive maintenance program.

Unlimited bandwidth, unlimited storage, and intelligent routing

Store files redundantly and intelligently route media to avoid network congestion. Our proven streaming solution ensures quality, speed and reliability. Get permanent storage, backups, systems monitoring, and dedicated support.

Simplify media management through automation

Schedule events to broadcast live or record from any video source including cable, camera, VHS, or DVD. Archived files automatically transfer to internal and external distribution networks and are instantly published to the web.

Save hours of time by importing agendas & indexing in real-time

Import agendas and index video live during the meeting. After the meeting, produce a public record with the agenda linked to the video.

Understand viewership with in-depth metrics and reporting

Check out the public engagement level, mobile usage, page visits, visitor location, originating links, and more, instantly on the video analytics page.



Granicus® Encoding Appliance

Hardware as a Service for Government Webcasting

The Granicus Encoding Appliance supports Granicus' current and future software platforms and encoding formats. It has been rigorously tested and certified to work with Granicus technology. Device pre-configurations allow customers to get up and running quickly while maintaining the highest level of service at a low monthly cost.

The Granicus Customer Care team leverages a suite of tools that allow us to proactively monitor, maintain and support the appliance. Full patch management of Granicus software and the operating system eliminates any maintenance burden placed on government IT staff, including contacting multiple vendors for support.

As a fully-managed solution, Granicus will provide customers with all necessary upgrades, repairs or replacements to ensure that the appliance works effectively on the Granicus platform. To help maintain ADA compliance, the Granicus Encoding Appliance supports extraction and display of embedded closed captions.

Optimized Streaming Platform

The Granicus Encoding Appliance is designed and built for our platform and streaming protocols to provide government organizations with a complete streaming solution. Each pre-configured appliance is delivered ready to stream. Simply connect power, network and an audio/video source. Full appliance control is available through a web browser or locally installed client application.

This appliance is included with the Government Transparency Suite and can be added to the Granicus Open Platform.

Granicus Encoding Appliance

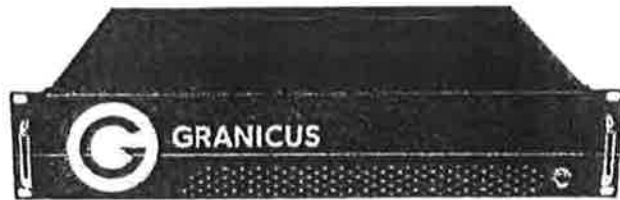
Local distribution & storage

The Encoding Appliance can be configured to support local live and on-demand streaming for up to 50 concurrent users. For organizations that require enterprise-class distribution, Granicus' Performance Accelerator distributes hundreds of simultaneous local streams with minimal network impact.

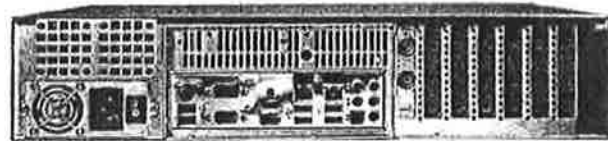
Each device is equipped with 2 TBs of local storage, or roughly 2,000 hours at standard bit rates. Granicus provides unlimited cloud content storage and retention.

The Granicus Encoding Appliance is lightweight and small enough to fit in any server rack. Encoder noise has been addressed as well. With a sound output less than 40db, the Granicus Encoding Appliance is considerably quieter than standard off the shelf encoding hardware.

Front View



Rear View



Hardware Specifications

Dimensions	<ul style="list-style-type: none"> • 13.5" D x 19" W x 3.5" H • 2U rack mountable chassis 			
Weight	<ul style="list-style-type: none"> • 25 lbs 			
Power		Idle	Load	Startup
	Watts	53	167.1	102
	Amps	0.441	1.393	0.85
	kVA	0.529	0.167	0.102
	BTU/hr	181	570	348
Connectivity	<ul style="list-style-type: none"> • Ethernet: 2 auto-detecting x 1 Gbit ports 			
Storage	<ul style="list-style-type: none"> • Up to 2TB capacity • 2000 hours at standard bit rates 			
Hardware Warranty	<ul style="list-style-type: none"> • Granicus customer lifetime (managed hardware) 			
Optional Components	<ul style="list-style-type: none"> • Rail kit * • Power conversion kit * 			
Management	<ul style="list-style-type: none"> • Full remote management, monitoring, patching & reporting 			

Granicus Encoding Appliance



Adobe Flash Player



Microsoft Silverlight



Audio/Video Specifications

ANALOG ENCODING APPLIANCE

Video	<ul style="list-style-type: none"> • Composite (BNC x1) • S-Video (includes BNC to mini-DIN adapter)
One Channel Switchable Input	<ul style="list-style-type: none"> • Component (BNC x 3) • NTSC & PAL supported
Audio Inputs	<ul style="list-style-type: none"> • Balanced stereo (XLR x 2) • Unbalanced stereo (RCA x 2) • Stereo & mono supported

DIGITAL ENCODING APPLIANCE

Video	<ul style="list-style-type: none"> • SDI (BNC)
Audio	<ul style="list-style-type: none"> • Embedded audio on channel 1, 2, 3 or 4

Streaming Specifications

Live Streaming	<ul style="list-style-type: none"> • Static public IP address • Inbound pull over TCP Port 8080 (port changed upon request) • 60G Kbps upstream ** • Unlimited viewers
Encoding Formats	<ul style="list-style-type: none"> • Microsoft® Windows Media® (Silverlight®) • H.264 for Adobe® Flash® Player • H.264 in HTML (IOS and Android devices)
Local Distribution	<ul style="list-style-type: none"> • Live and on-demand (directly from Granicus Encoding Appliance) • 50 maximum concurrent streams

* Additional charges may apply
 ** Higher bitrates available, requires additional bandwidth



Meeting Services

Hands-free webcasting solutions for public event needs

Granicus Meeting Services provide turnkey solutions for public meeting needs. For over ten years, Granicus has worked with nearly a thousand government agencies to strengthen transparency, participation and efficiency in the public meeting process. Our Meeting Services solutions take public meeting efficiency to the next level by eliminating the need for staff to manage any webcasting technology during the live event. The Granicus staff handles 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.

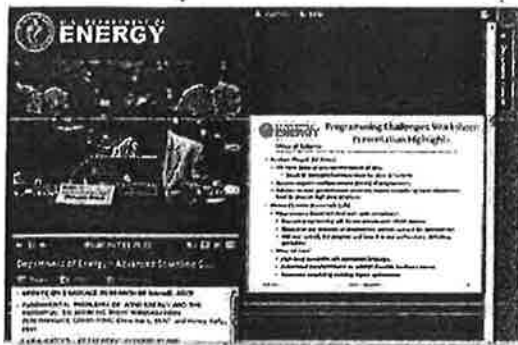
- Live Event Webcasting
- On-Premise Webcast Production
- Closed Captioning
- Minutes Annotation
- Official Transcripts of Proceedings
- Audio and Video Production
- Seamless Website Integration
- Searchable Video Archives
- Integrated Public Record

Webcasting Services

Granicus provides fully-managed live and on-demand streaming of public meetings and events. Meeting videos are fully searchable, indexed to agenda items and cross-linked to supporting materials, providing your audience with a completely Integrated public record.

Reach the broadest audience possible over smart phones and mobile devices with cross-platform compatible archived webcasts. Plus, our Design staff will create a portal for webcasts that matches the look and feel of your existing website, offering a better enduser experience.

The Granicus solution includes unlimited media storage and distribution. All webcasts are fully managed by an onsite engineer and supported by our world-class infrastructure



Closed Captioning Services

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. Closed caption text is searchable, giving audiences the ability to search meeting records by the spoken word.

Audio & Video Production Services

Rely on experienced AV technicians to ensure that your meeting is flawlessly captured. We will work with you to determine your live meeting needs and can provide the following services:

Cameras and Microphones

We can provide an audio and video solution to fulfill the customer's needs. We offer a variety of camera and microphone configurations and will work with you to find the setup that best meets your need and budget. All options include onsite technicians who setup, manage and strike equipment.

Additional Equipment

Granicus can also provide and support the following items for any event:

- Lighting
- Projectors and screens
- Phone interfaces
- Teleprompting

Minutes Annotation Services

Our team can create and publish meeting minutes following any event. Choose the preferred format—action, summary or verbatim - and we will produce the official record. This service also includes post - meeting video trimming and time-stamping.

Certified Transcription Services

The Granicus Meeting Services team will produce a complete, word-for-word account of a meeting. Transcripts can be attached to archived videos and published online as supporting documentation, furthering your transparency initiatives.



CITY OF CHICAGO



OFFICE OF THE CITY CLERK
ANNA M. VALENCIA

MEMORANDUM

TO: Monica Jimenez
Acting Chief Procurement Officer
Department of Procurement

FROM: Kathryn O'Connell *KO*
Deputy City Clerk
Office of the City Clerk

RE: MBE/WBE Waiver for Granicus Inc. PO# 34212

DATE: September 24, 2021

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 grant a M/WBE waiver to Granicus, Inc.

Should you have any questions, please feel free to contact our Chief Legal Counsel, Michelle Levar at 312-744-8701.



www.granicus.com

August 4, 2021

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.mwdbbe.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.

A handwritten signature in blue ink, appearing to read 'Jessica Yang'.

Jessica Yang,
Manager of Business and Contracts

WASHINGTON D.C.
1152 15th Street NW, Suite 800
Washington, DC 20005
202.407.7500

DENVER
1999 Broadway, Suite 3600
Denver, Colorado 80202
720.240.9586

SAINT PAUL
408 St. Peter St, Suite 600
Saint Paul, MN 55102
651.726.7309

U.K.
15 Worship Street
EC2A 2DT, London, UK
0800.032.5769

RE: MBE/WBE Waiver for PO#34212

Jacquelyn Charleston <Jacquelyn.Charleston@cityofchicago.org>

Tue 10/12/2021 12:18 PM

To: Michelle Levar <Michelle.Lever@cityofchicago.org>

Cc: Kathryn O'Connell <Kathryn.O'Connell@cityofchicago.org>; Gwendolyn King <Gwendolyn.King@cityofchicago.org>

Thank you.

Going forward, please make sure to copy Gwendolyn King on anything M/WBE related.

Jacquelyn Charleston | Deputy Procurement Officer
City of Chicago | Department of Procurement Services
City Hall, 121 N. LaSalle, Room 806 | Chicago, IL 60602
Jacquelyn.charleston@cityofchicago.org
312-742-5042
www.chicago.gov/dps



From: Michelle Levar <Michelle.Lever@cityofchicago.org>
Sent: Tuesday, October 12, 2021 11:13 AM
To: Jacquelyn Charleston <Jacquelyn.Charleston@cityofchicago.org>
Cc: Kathryn O'Connell <Kathryn.O'Connell@cityofchicago.org>
Subject: MBE/WBE Waiver for PO#34212

Good Morning Ms. Charleston,

My name is Michelle Levar and I am the Chief Legal Counsel for the Office of the City Clerk. My predecessor was working on a NCRB Application for PO#34212 prior to her departure and I am not sure if the MBE-WBE waiver request was sent to you or not so out of an abundance of caution, I am attaching the request for your review.

Please let me know if you have any questions.

Thank you,
Michelle



Michelle Levar | Chief Legal Counsel
michelle.levar@cityofchicago.org

121 N. LaSalle St, Room #107 | Chicago IL, 60602
(312) 744-8701 direct

www.chicityclerk.com

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.



CERTIFICATE OF LIABILITY INSURANCE

10/20/2021

DATE (MM/DD/YYYY)

12/18/2020

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

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

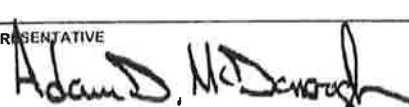
PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C: The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D: Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td>INSURER E: Westchester Fire Insurance Company</td> <td>10030</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Insurance Co of Hartford	20478	INSURER B: Continental Casualty Company	20443	INSURER C: The Continental Insurance Company	35289	INSURER D: Columbia Casualty Company	31127	INSURER E: Westchester Fire Insurance Company	10030	INSURER F:
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INSURER F:															

COVERAGES GRAIN01 **CERTIFICATE NUMBER:** 14965876 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	6043664103	10/20/2020	10/20/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$100 Ded <input checked="" type="checkbox"/> Coll \$1,000 Ded	N	N	6043664084	10/20/2020	10/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	6043664098	10/20/2020	10/20/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6043664067 (AOS) 6043664070 (CA)	10/20/2020 10/20/2020	10/20/2021 10/20/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof. Liab. / Cyber	N	N	596722177 (E&O/Cyber)	12/15/2020	12/15/2021	\$5M/ \$25K RET.
E	Crime	N	N	G28160380 005 (crime)	12/20/2020	12/20/2021	\$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 14965876 City of Chicago 121 North LaSalle Street Room 806 Chicago IL 60602	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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

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

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.

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
2. 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, hoistaway 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:

~~any~~ **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 trust;
- (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** are **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, lightning, explosion, smoke or leakage from automatic fire protective systems) 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, lightning, explosion, smoke or leakage from automatic fire protective systems 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 higher 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

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.



**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
EDS Information Update
EDS # 160328**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS:

Granicus, Inc

Enter d/b/a if applicable:

Granicus

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

1999 Broadway
Suite 3600
Denver, CO 80202
United States

C. Telephone:

800-314-0147

Fax:

D. Name of contact person:

Jessica Yang

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Privately held business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

No

State or foreign country of incorporation or organization:

California

Registered to do business in the State of Illinois as a foreign entity?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director:	Robert F Smith
Title:	Chairman of the Board
Role:	Both

Officer/Director:	Patrick M Severson
Title:	President, Assistant Secretary
Role:	Both

Officer/Director:	Bret Bolin
Title:	
Role:	Director

Officer/Director:	Robert B Rogers
Title:	
Role:	Director

Officer/Director: Ryan Atlas
Title: Vice President
Role: Both

Officer/Director: Taylor Beaupain
Title:
Role: Director

Officer/Director: Mark Hynes
Title: Chief Executive Office, Secretary
Role: Both

2. Ownership Information

Please provide ownership information concerning each person or entity that holds, or is anticipated to hold (see next paragraph), a direct or indirect beneficial interest in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Each legal entity below may be required to submit an EDS on its own behalf.

Please disclose present owners below. Please disclose anticipated owners in an attachment submitted through the "Additional Info" tab. "Anticipated owner" means an individual or entity in existence at the time application for City action is made, which is not an applicant or owner at such time, but which the applicant expects to assume a legal status, within six months of the time the City action occurs, that would render such individual or entity an applicant or owner if they had held such legal status at the time application was made.

- Wildebeest Topco, LLC - 100.0%

Owner Details

Name	Business Address
Wildebeest Topco, LLC	1209 Orange Street Wilmington, DE United States

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

No

B. FURTHER CERTIFICATIONS

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

I certify the above to be true

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

I certify the above to be true

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics).

I certify the above to be true

5. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in [MCC Subsection 2-92-320\(a\)\(4\)\(Contracts Requiring a Base Wage\)](#); [\(a\)\(5\)\(Debarment Regulations\)](#); or [\(a\)\(6\)\(Minimum Wage Ordinance\)](#).

I certify the above to be true

6. Neither the Disclosing Party, nor any [Affiliated Entity](#) or [Contractor](#), or any of their employees, officials, [agents](#) or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of [720 ILCS 5/33E-3](#);
- bid-rotating in violation of [720 ILCS 5/33E-4](#); or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

7. Neither the Disclosing Party nor any [Affiliated Entity](#) is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

I certify the above to be true

8. [FOR APPLICANT ONLY]

- i. Neither the Applicant nor any "controlling person" [[see MCC Chapter 1-23, Article I](#) for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency" ; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If [MCC Chapter 1-23, Article I](#) applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

I certify the above to be true

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM")

I certify the above to be true

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/ subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

is not a "financial institution"

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make

any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended

to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party.

"Principal officers" means the president, chief operating officer, executive director, chief

financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to [MCC Section 2-154-010](#), is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to [MCC Section 2-92-416??](#)

No

APPENDIX C-PROHIBITION ON WAGE & SALARY HISTORY SCREENING

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in [MCC Section 2-92-385](#). That section, which should be consulted (www.amlegal.com), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to [MCC Section 2-92-385](#), I hereby certify that the Applicant is in compliance with [MCC Section 2-92-385\(b\)\(1\)](#) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

This certification shall serve as the affidavit required by [MCC Section 2-92-385\(c\)\(1\)](#).

Yes

ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

None.

List of attachments uploaded by vendor

None.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable appendices, are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 03/03/2021

Jessica Yang
Manager of Business and Contracts
Granicus, Inc

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.



408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Exhibit A
Prepared for
Chicago, IL

Exhibit A

Please note: This is not an invoice. This is a budgetary proposal that outlines the products and fees associated with the subscription renewal. Please inform the Granicus Contact listed below if you wish to issue a PO against this budgetary proposal.

ORDER DETAILS

Prepared By: Jordan Duesterhoeft
Phone:
Email: jordan.duesterhoeft@granicus.com
Order #: Q-142151
Prepared On: 07/13/2021
Expires On: 12/13/2021

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 12/13/2021
Period of Performance: 12/14/2021 - 06/13/2023

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees					
Solution	Period of Performance	Billing Frequency	Quantity/ Unit	Annual Fee	Prorated Fee
Legistar	12/14/2021 to 6/13/2023	Monthly	1 Each	\$106,739.29	\$160,108.93
Granicus Encoding Appliance Software (GT)	12/14/2021 to 6/13/2023	Monthly	1 Each	\$1,348.20	\$2,022.30
Granicus Encoding Appliance Software (GT)	12/14/2021 to 6/13/2023	Monthly	1 Each	\$1,348.20	\$2,022.30
Open Platform Suite	12/14/2021 to 6/13/2023	Monthly	1 Each	\$0.00	\$0.00
Government Transparency Suite	12/14/2021 to 6/13/2023	Monthly	1 Each	\$20,897.10	\$31,345.65
Upgrade to SDI 720p Streaming	12/14/2021 to 6/13/2023	Monthly	2 Each	\$6,741.00	\$10,111.50
SUBTOTAL:				\$137,073.79	\$205,610.68



www.granicus.com

Hi Alexis,

Here's what I see that's left to be billed in 2021.

10/14/21-11/13/21 - \$10,675.53

11/14/21-12/13/21 - \$10,675.50

12/14/21-1/13/22 - \$11,422.81 (higher because of annual uplift, this monthly price could be a few cents off depending on how our system splits up the 18 month cost of \$205,601.68)

If you need the 12/14/21-1/13/21 invoice split I can manually create one for 12/14/21-12/31/21 for \$6,632.60, that would leave the remaining balance to be billed for 2021 **\$27,983.63**. Let me know if you have any questions.

Have a good weekend!

Anna Neighbors

Senior Billing Specialist

P: 651.538.1591 | E: anna.neighbors@granicus.com

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Washington, DC 20005
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Denver, CO 80202
720.240.9586

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408 St. Peter St, Suite 600
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651.726.7309

U.K.
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Gatwick, RH6 0PA
0800.032.5769