

0150-13134-0000

T R A N S M I T T A L

| | | |
|---|-------------------------|------------------|
| TO The City Council The City Attorney | DATE 2/12/2026 | COUNCIL FILE NO. |
| FROM The Mayor | COUNCIL DISTRICT All | |

Proposed Contract with Fast Enterprises, LLC for integrated tax solution and associated implementation services.

Transmitted for your consideration. The Council has 60 days from the date of the receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the attached City Administrative Officer report.



MAYOR
(Mitch Kamin for)

MWS:LRR:05260094

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

| | | | | | | | |
|--|-------------------|--|----------------------------------|--|-----|----|-----|
| To: The Mayor | Date: 02/11/26 | C.D. No. ALL | CAO File No.: 0150-13134-0000 | | | | |
| Contracting Department/Bureau: Office of Finance | | Contact: Ricardo Estrada (213) 648-8713 | | | | | |
| Reference: Transmittal from the Office of Finance dated January 5, 2026. Transmitted from the Mayor on January 6, 2026. | | | | | | | |
| Purpose of Contract: To provide an integrated tax solution and associated implementation services. | | | | | | | |
| Type of Contract: (X) New contract () Amendment, Contract No. | | Contract Term Dates: Five years, with two five-year options to extend (March 1, 2026 through February 28, 2031) | | | | | |
| Contract/Amendment Amount: Proposed amount \$ 57,835,051 + Prior award(s) \$ 0 = Total \$ 57,835,051 | | | | | | | |
| Source of funds: Fund 100, Department 39, Account No. 003040 – Contractual Services | | | | | | | |
| Name of Contractor: Fast Enterprises, LLC Address: 7229 S. Alton Way, Centennial, CO 80112 | | | | | | | |
| | Yes | No | N/A | Contractor has complied with: | Yes | No | N/A |
| 1. Council has approved the purpose | X | | | 8. Business Inclusion Program | X | | |
| 2. Appropriated funds are available | X | | | 9. Equal Benefits & First Source Hiring Ordinances | X | | |
| 3. Charter Section 1022 findings completed | X | | | 10. Contractor Responsibility Ordinance | X | | |
| 4. Proposals have been requested | X | | | 11. Disclosure Ordinances | X | | |
| 5. Risk Management review completed | | X | | 12. Bidder Certification CEC Form 50 | X | | |
| 6. Standard Provisions for City Contracts included | X | | | 13. Prohibited Contributors (Bidders) CEC Form 55 | X | | |
| 7. Workforce that resides in the City: 0 % | | | | 14. California Iran Contracting Act of 2010 | X | | |

RECOMMENDATIONS

That the Council:

1. Authorize the Director of the Office of Finance, or designee, to execute the proposed agreement with FAST Enterprises, LLC, to provide an integrated tax solution system to replace the LATAx legacy system. The term of the proposed agreement is five years, March 1, 2026 through February 28, 2031, with two five-year options to extend. The maximum allowable compensation for the initial term shall not exceed \$57,835,051, subject to approval of the City Attorney as to form; and,
2. Instruct the Office of Finance to ensure FAST Enterprises, LLC submits current insurance documentation in compliance with contractual requirements, including a Certificate of Insurance that meets the City's Risk Management requirements, prior to executing the agreement.

| | | | |
|---------------------|----------------------|----------|---------------------------------|
| <i>LaTanya Roux</i> | <i>Ylenda Chavez</i> | | |
| LRR | Analyst | 05260094 | for City Administrative Officer |

SUMMARY

In accordance with Executive Directive No. 3, the Office of Finance (Department) requests approval to execute an agreement with FAST Enterprises, LLC (FAST) to provide an integrated tax solution system and supporting services (e.g., cloud hosting, annual software maintenance, licensing) for a five-year term, with two five-year options to extend. The maximum allowable compensation for the initial term shall not exceed \$57,835,051.

Under the terms of the proposed agreement, FAST will provide an integrated tax solution system designed to streamline, automate and integrate processes and systems to improve accuracy, efficiency and productivity for City staff. The new system will be implemented in three phases referred to as, “rollouts”, followed by ongoing maintenance. The summary table of project costs listed below includes the one-time costs associated with each rollout and the associated combined maintenance costs, which include application support services (starting Year 4), annual software maintenance (starting Year 1), and cloud hosting (starting Year 1):

| Fiscal Year | Project Year | Rollout 1 | Rollout 2 | Rollout 3 | Ongoing Costs (Combined) | Total |
|-------------|--------------|--------------|-------------|-------------|-----------------------------|---------------------|
| 2025-26 | 1 | \$ 3,800,000 | | | \$1,932,651 | \$ 5,732,651 |
| 2026-27 | 2 | \$11,400,000 | \$7,980,000 | | 2,245,800 | 21,625,800 |
| 2027-28 | 3 | | \$5,320,000 | \$5,700,000 | 2,703,300 | 13,723,300 |
| 2028-29 | 4 | | | \$3,800,000 | 8,163,500 | 11,963,500 |
| 2029-30 | 5 | | | | 4,789,800 | 4,789,800 |
| | | | | | Initial Term (Total) | \$57,835,051 |

Partial funding of \$2.0 million for the first year of the proposed agreement, which totals \$5.7 million will be provided in the Department’s Contractual Services Account for startup costs through the mid-year Financial Status Report (FSR). The remaining balance of \$6.0 million will remain in the Unappropriated Balance (UB), LATAX Replacement Project line item. Transfer of these funds from the UB to the Contractual Services Account is contingent on the Department meeting the base business tax revenue of \$805 million and an additional \$20 million in tax revenue. This Office will continue to monitor revenue and submit transfer requests as needed in future FSRs.

On March 27, 2025, the Department released a Request for Proposals (RFP) seeking bids from a qualified firm offering an integrated tax solution and associated implementation services to provide comprehensive processing and tax administration functionality. The Department received three bids by the May 20, 2025 deadline. An Evaluation Panel, comprised of staff from the Department and the Office of the City Administrative Officer reviewed and evaluated each proposal based on the following criteria:

- Vendor Qualifications (25 points);
- Requirements (technical and functional) (20 points);
- Implementation Services (20 points);
- Production Services and Customer Support (20 points);
- Price (15 points); and,
- Two-day, in-person Demonstration (20 points).

The Evaluation Panel selected FAST as the top firm.

As part of the review, this Office confirmed no record of insurance in KwikComply and subsequently requested insurance documentation from the Department. Staff reports that due to the high dollar value of the contract, the contractor’s insurance company requires an executable agreement in place before an insurance policy can be issued. For this reason, insurance documentation is not available at this time.

The proposed cumulative project cost for the initial five-year term, and two five-year renewal options is \$102 million as listed in the table below:

| Term | Proposed Cost |
|-------------------------------------|-----------------------|
| Initial Term (Five Years) | \$ 57.8 million |
| First Option to Renew (Five Years) | 20.4 million |
| Second Option to Renew (Five Years) | 23.8 million |
| Total | \$ 102 million |

On February 25, 2025, in accordance with Charter Section 1022, the Personnel Department determined that the City does not currently have the appropriate classifications with the knowledge/technical expertise set forth in the proposed contract to perform the work. A Notice of Intent was sent to the Employee Relations Division on March 3, 2025.

In accordance with Los Angeles Administrative Code Section 10.5(a), City Council approval of the proposed agreement is required because the cumulative term exceeds three years and the annual compensation will exceed \$100,000.

FISCAL IMPACT STATEMENT

Partial funding in the amount of \$2.0 million for the first year of the proposed agreement is available in the Department’s Contractual Services Account, and the remaining \$3.7 million is set aside in the UB. Upon review of revenue milestones in the next few months, this Office will confirm transfer of the remaining funds, as needed. Funding for subsequent years is subject to approval by the Mayor and Council through the annual budget process. There is no additional impact to the General Fund.

FINANCIAL POLICIES STATEMENT

The recommendations stated in this report are in compliance with the City’s Financial Policies in that the City’s financial obligation is limited to the appropriation of funds in the budget.

MWS:LRR:05260094

Attachments

DIANA MANGIOGLU
CITY TREASURER
DIRECTOR of FINANCE

CITY OF LOS ANGELES
CALIFORNIA



KAREN BASS
MAYOR

OFFICE OF FINANCE
200 N. SPRING ST.
ROOM 220 – CITY HALL
LOS ANGELES, CA 90012

(844) 663-4411

<https://finance.lacity.gov>

January 5, 2026

The Honorable Karen Bass, Mayor
City of Los Angeles
200 North Spring Street
Room 303, City Hall

Attention: Legislative Coordinator

RE: EXECUTIVE DIRECTIVE NO. 3 TRANSMITTAL: REQUEST TO EXECUTE A CONTRACT WITH FAST ENTERPRISES, LLC FOR AN INTEGRATED TAX SOLUTION AND ASSOCIATED IMPLEMENTATION SERVICES

In accordance with Mayor's Executive Directive No. 3, the Office of Finance (Finance) requests approval to execute an agreement with FAST Enterprises, LLC (FAST) for an integrated tax administration solution and associated implementation services. This new system will replace the current LATAX system and provide a modern user interface and experience for the City's taxpayers.

The initial term of this agreement is for five (5) years, with two (2) optional 5-year extensions for a total potential term of 15 years. The contract cost for the initial five-year term is \$57.8 million, consisting of \$38 million for implementation (paid over the first three years), \$6.5 million in application support services including warranties, and \$2 to \$3 million annually for software maintenance and cloud hosting fees. Ongoing software maintenance and cloud hosting would cost between \$4.2 and \$4.8 million each year for years six through fifteen, bringing the total value of the contract to \$102.5 million.

BACKGROUND

The current LATAX system, built by City employees over 25 years ago, manages more than \$2 billion in tax and permit revenue annually, calculating, billing, and collecting payments, registering and renewing accounts, and processing numerous related tasks. However, as the demands on the system have grown, its limitations have become



increasingly apparent which have impacted operational efficiency and user satisfaction. Specifically, the current system is experiencing the following limitations:

- Technological -- The system architecture makes compatibility with other necessary programs, such as the City's Financial Management System, difficult and often impossible.
- Performance-related -- The system is not able to grow further alongside the growth of the City's revenues. For example, the system is not designed for real-time data information and it has had problems performing the large quantity of transactions necessary to receive and recognize payments.
- Maintainability -- Finance has updated and modified LATAX numerous times over the past ten years, but customized legacy software is expensive, unpredictable, and difficult to maintain, locking the City into more cost and risk than should be responsibly undertaken.
- Business constraints -- Because the system cannot be further built without posing risk of system failure, it is not able to be configured to support greater access for our taxpayers. The inability of taxpayers to be more independent and have insight into their own accounts is a common complaint.

In order to move beyond these limitations and mitigate the growing risk associated with the aging system, Finance has gone through an extensive planning and procurement process over the past three years. The goal of this effort is to facilitate efficient collection of City tax and permit revenues with a modern, transparent, and adaptable system that delivers outstanding customer experience and outcomes and allows the taxpayers to manage their accounts with greater independence. The solution will accomplish several key strategic objectives:

1. Meet customer expectations for a seamless experience through enhanced self-service capabilities with modern technological solutions;
2. Streamline, automate, and integrate processes and systems to improve accuracy, efficiency, and productivity for City staff;
3. Enhance system performance, resiliency, security, data features, and capabilities.

VENDOR SELECTION AND PROPOSED CONTRACT

To start the formal tax administration transformation process, Finance released a Request for Proposals ("RFP") to solicit bids from qualified vendors for LATAX Transformation Initiative Services (RAMP ID 220355) on March 27, 2025.

The City invited competitive proposals from qualified and experienced individuals or organizations to provide an integrated tax administration solution and associated tax implementation services.

Finance received three (3) proposals from the firms below:

- Infosys Public Services
- FAST Enterprises
- OnCore Consulting LLC, a Voyatek Company

OnCore Consulting LLC was found to be non-responsive as it failed to meet the electronic submission requirements outlined in the RFP and was notified of exclusion from further consideration via a formal non-responsive notice on May 28, 2025.

Evaluation of Proposals

An evaluation panel of nine members comprised of Finance staff across different business lines and a representative from the Office of the City Administrative Officer evaluated the proposals based on the following evaluation criteria outlined in the RFP:

| Rating Criteria | Points |
|---|---------------|
| <u>Vendor Qualifications</u> -Offeror's experience and past performance, including references -Key Personnel Qualifications | 25 |
| <u>Requirements (Technical and Functional)</u> -Requirements' Satisfaction -Support the City's Unique Needs -Integrations -Data Analytics -Security -Scalability | 20 |
| <u>Implementation Services</u> -Implementation Approach and Schedule | 20 |
| <u>Production Services & Customer Support</u> -Hosted environment and hosting capabilities -Adaptability -Maintenance and Upgrades -Ongoing Support -Product Roadmap & Strategic Direction | 20 |
| <u>Price</u> -Total Cost of Ownership -Financing Options | 15 |
| Total | 100 |

Panel members independently ranked and scored each written proposal. Additionally, each firm conducted a two-day in-person demonstration which was scored for an additional twenty points. Evaluation and scoring of the proposals and demonstrations were based on the quality of the proposal, qualifications and cost-effectiveness. Scores

were averaged across all evaluators, and the highest-ranked firm was recommended for contract award.

The final scores for each of the responsive firms are shown below.

| Proposer | Final Score | Rank |
|-------------------------|--------------------|-------------|
| FAST Enterprises | 105.07 | 1 |
| Infosys Public Services | 84.8 | 2 |

The evaluation panel ranked FAST Enterprises' proposal as the top proposal. This ranking was based on the FAST team's experience implementing tax solution systems across various markets and with other municipalities, their system's scalability and flexibility for data integration and future interface implementation.

Proposed Contract

Given the demonstrated need to replace LATAX and the selection process described above, Finance requests the authority to enter into an agreement with FAST Enterprises, LLC, for a term of five (5) years, plus two (2) 5-year extension options for a potential total contract term of fifteen (15) years, with compensation under the contract totaling \$102.5 million, to implement an integrated tax administration solution. The Office of the City Attorney has reviewed the attached draft agreement.

REVENUE ENHANCEMENT PROGRAMS

Finance began the effort to replace LATAX prior to the recent budgetary shortfalls. In order to continue the momentum and not lose the investments of this effort, as part of the 2025-26 budget process Finance proposed two revenue enhancement programs estimated to generate at least \$20 million in new and ongoing revenues to the City. These two programs were approved in the Adopted Budget, along with an appropriation in the Unappropriated Balance for \$9 million to pay for 2025-26 costs of the LATAX Transformation Project. Finance is proud to report that 22 City jobs were created to help layoff avoidance, and the two revenue enhancement programs are projected to exceed the \$20 million budget.

Enhanced Discovery Program

The Enhanced Discovery Program was projected to generate \$18 million in additional revenue. Adding 19 new staff in the Enforcement Division has allowed for a transformative expansion of the Tax Discovery Program. In past years, an aggressive program would have meant mailing 100 to 150 thousand discovery letters, timed in a way to mitigate impact on other departmental operations. This year, Finance mailed 138,000 tax discovery notices in September alone, passing 350,000 notices mailed by the end of November. By the end of the year, Finance will have mailed over 500,000 notices to potential taxpayers.

All of this mailing has generated a huge increase in new business tax accounts, with almost 17,000 new accounts established so far, representing a three percent increase in total business tax accounts achieved in just five months. And with those 17,000 accounts, Finance has received tax payments of more than \$6.5 million, roughly the amount that would have been expected for the entire fiscal year without the increased staffing. Compounding that work, most of these new accounts will remain active with the City, renewing their Business Tax Registration Certificates (BTRCs) and pay their business taxes in February 2026 and for years to come.

Based on the nature of the discovery process, which involves two notices, the first requesting information and the second assessing estimated taxes, new accounts and revenue tend to be backloaded, with revenue from a given data set peaking in the months after the second notice. This means that, while the City has already received \$6.5 million from this work, most of the tax revenue we expect to receive from these databases has yet to come in. If current trends and expectations hold through the rest of the year, Finance expects to finish the fiscal year with around \$23 million in additional business tax revenue from this program, almost 30 percent above the initial projection.

Expanded Collections Program

The Expanded Collections Program was projected to generate an additional \$2 million in revenues. With three new staff, the Citywide Collections Unit (CCU) increased its capacity to collect on debt owed to the City. In addition to adding this staff, Finance reorganized the collections management operation and prioritized the most favorable collections cases to maximize the return on effort. This expansion and reprioritization have paid off far beyond expectations, with delinquent debt collections by our Citywide Collections Unit more than doubling for the first five months of the fiscal year. To date, CCU has collected \$13 million in revenue, compared to \$5 million through November in the previous fiscal year. This is a net increase of \$7 million in General Fund revenues as of November 2025. In fact, the total revenue collected in the previous fiscal year was \$14.1 million, and with the current year's collection of \$13 million in five months, Finance will exceed previous year collection significantly.

Due to the changes in prioritization, and the general timing of collections efforts, it is difficult to say what the second half of the fiscal year will hold. However, even if collections return to last year's pace for the remaining seven months, Finance will finish the year with more than \$22 million in delinquent debt collections. This \$8 million increase is well above the \$2 million in new revenue that Finance pledged to collect.

Combined Efforts

In total, these two revenue enhancement programs have already generated an increase of \$13.5 million in revenue in the first five months of the fiscal year. Given our understanding of the operations and seasonal trends, Finance expects this increase to surpass \$30 million by the end of the fiscal year, representing a 3.5% increase in total business tax, the City's second largest source of General Fund revenue, and exceeding the \$20 million proposal by an additional \$10 million.

Due to the success of these programs already in achieving more than \$13 million in new General Fund revenue, Finance requests that the funding in the Unappropriated Balance for the LATAX Transformation Project be made available to fund the proposed contract as planned.

FISCAL IMPACT

The proposed contract with FAST Enterprises consists of two major components: 1) the implementation of the new software over a three-year period, totaling \$38 million; and 2) ongoing maintenance costs of the new system varying over the years of the contract between about \$4 and \$6 million per year. The proposed contract is for 15 years, with an initial term of five years (three years of one-time implementation costs totaling \$38 million, application support costs of \$6.5 million, software licensing and maintenance costs of \$5.7 million, and cloud hosting costs of \$7.6 million) at a five-year total of \$57.8 million, and two subsequent five-year options to renew for ongoing software maintenance and cloud hosting at a cost of between \$4.2 and \$4.8 million annually.

See table below for the proposed costs for each term:

| Term | Proposed Cost |
|-------------------------------------|----------------------|
| Initial Term (Five Years) | \$57.8 million |
| First Option to Renew (Five Years) | \$20.4 million |
| Second Option to Renew (Five Years) | \$23.8 million |
| Total | \$102 million |

Total compensation for the proposed contract is \$102,503,951 for the fifteen-year total term.

There is no current year impact to the General Fund because the 2025-26 Adopted Budget set aside \$8 million in the Unappropriated Balance for current year costs. Costs planned for 2025-26 are approximately \$8 million. Finance has requested funding for costs anticipated in 2026-27, and will request future year funds each year through the budget process.

RECOMMENDATIONS

Finance respectfully requests that the City Council, subject to the approval of the Mayor:

1. Authorize the Director of Finance to execute an agreement to contract with FAST Enterprises, LLC for a period of fifteen (15) years, with not-to-exceed compensation totaling \$102,503,951, subject to final review and approval by the Office of the City Attorney as to form and legality.

The Honorable Karen Bass, Mayor

January 5, 2026

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2. Transfer and appropriate \$8,000,000 from the Unappropriated balance Fund No. 1400/58, Account No. 580245 (LATAX Replacement Project) to the Office of Finance, General Fund No. 100/39, Contractual Services Account No. 003040 to pay for system implementation services.

If you have any questions, please contact Ricardo Estrada at (213) 648-8713 or by e-mail at ricardo.estrada@lacity.org.

Sincerely,



Diana Mangioglu
City Treasurer / Director of Finance

Attachment: Draft Contract with FAST Enterprises, LLC

cc: Lidia Manzanares, Office of the Mayor
Thomas Arechiga, Office of the Mayor
Delilah Puche, Office of the City Administrative Officer
LaTanya Roux, Office of the City Administrative Officer
Mario Interiano, Office of Finance
Angela Berumen, Office of Finance
Matthew Crawford, Office of Finance

AGREEMENT NO. C-_____

BETWEEN

THE CITY OF LOS ANGELES

OFFICE OF FINANCE

AND

FAST ENTERPRISES, LLC

FOR

INTEGRATED TAX SOLUTION SERVICES

AGREEMENT NO. C-_____
BETWEEN
THE CITY OF LOS ANGELES
OFFICE OF FINANCE
AND
FAST ENTERPRISES, LLC
FOR
INTEGRATED TAX SOLUTION SERVICES

THIS AGREEMENT, (the “Agreement”) is made and entered into by and between the City of Los Angeles, a municipal corporation (“City”), acting by and through its Office of Finance (“Finance”), and FAST Enterprises, LLC (hereinafter referred to as “Contractor” or “FAST”), referred collectively herein as “Parties” or individually as “Party”, with reference to the following:

WHEREAS, the Office of Finance, pursuant to the City Charter, is the tax collector for the City and is responsible for collecting and enforcing the various tax ordinances of the City; and

WHEREAS, the City desires to utilize a qualified firm to provide an integrated tax solution system; and

WHEREAS, on March 27, 2025, the City issued a Request for Proposals (“RFP”) under Charter Section 372, seeking proposals from qualified businesses to perform the above-referenced services; and

WHEREAS, on May 20, 2025, FAST submitted a proposal (“Proposal”) to the RFP, and the City found Contractor satisfied the required qualifications and experience needed to be considered for selection; and

WHEREAS, an evaluation panel reviewed the qualified submitted proposals and determined that the Proposal from FAST best met the City’s needs for an integrated tax solution system and possessed the qualifications and experience to perform the services required herein; and

WHEREAS, the City now desires to engage the services of FAST to replace the City’s existing LATAX application with FAST’s GenTax software solution; and

NOW, THEREFORE, in consideration of the above premises and of the representations and covenants hereinafter set forth, the Parties hereto represent and covenant as follows:

1. PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1. Parties to the Agreement are:

1.1.1. City – The City of Los Angeles, Office of Finance, a municipal corporation, having its principal office at 200 N. Spring St., Room 220, Los Angeles, California 90012.

1.1.2. Contractor – FAST Enterprises, LLC, having its principal office at 7229 S Alton Way Centennial, CO 80112.

1.2. Representatives of the Parties

The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

1.2.1. The City's representative is, unless otherwise stated in the Agreement:

Diana Mangioglu
City Treasurer/Director of the Office of Finance
Los Angeles Office of Finance
200 N. Spring St., Room 220
Los Angeles, California 90012

With copies to:

Angela Berumen
Assistant Director/Executive Officer of the Office of Finance
Los Angeles Office of Finance
200 N. Spring St. Room 220
Los Angeles, California 90012
Angela.berumen@lacity.org

And:

Ben Hua
LATAX Transformation Division
Los Angeles Office of Finance
200 N. Spring St. Room 220
Los Angeles, California 90012
Ben.hua@lacity.org

1.2.2. The Contractor's representative is, unless otherwise stated in the Agreement:

James G. Harrison
FAST Enterprises, LLC
7229 S Alton Way Centennial, CO 80112
contracts@fastcore.com

- 1.3. Formal notices, demands, and communications to be given hereunder by either Party must be made in writing and may be affected by personal delivery or by email, registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing or email transmission.
- 1.4. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five (5) business days of such change.

2. CONTRACT DOCUMENTS

The following documents comprise the Contract

1. This Agreement between the City and Contractor
2. Attachment A – Escrow Agreement
3. Attachment B – Standard Provisions for City Contracts (Rev. 1/25 [v.2])
4. Appendix A – Statement of Work
5. Appendix B – Fee Schedule
6. Appendix C – GenTax Software License
7. Appendix D – GenTax Annual Maintenance Specifications
8. Appendix E – City of Los Angeles SLA & Remedy
9. Appendix F – All requirements for Contract
10. Appendix G – Key Personnel Positions
11. Appendix H – USPS Sublicense

3. TERM OF THE AGREEMENT

3.1. The initial term of this Agreement shall be five (5) years from the Effective Date

hereof unless terminated earlier as set forth herein or any other termination right available in the Agreement or under applicable law. This Agreement may be extended for two (2) additional 5-year terms if both Parties agree to the extensions. In association with such extensions, the Parties shall reasonably cooperate in amending this Agreement to add any new certifications, standard City Terms, or other elements necessitated by changes to the City's ordinances or standard forms; in so doing, the Parties acknowledge that any material changes may require negotiation. Commencing no less than one hundred eighty (180) days prior to the expiration of the initial term of Agreement, Contractor shall contact City to begin discussions, if any, about any extensions the City may desire. Any extension beyond the initial 5-year term for the purpose of renewing the subscription to the GenTax solution shall be at pricing to be negotiated by the Parties.

3.2. Ratification Clause

To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement prior to the Effective Date of this Agreement, those services are hereby ratified.

3.3. Effective Date

The Effective Date of this Agreement shall be the date upon which the last of the following events should occur:

1. This Agreement has been signed on behalf of the Contractor by the person or persons authorized to bind the Contractor hereto;
2. This Agreement has been approved by the Director of the Office of Finance;
3. The Office of the City Attorney has indicated the approval as to form of this Agreement;
4. This Agreement has been signed on behalf of the City by the person designated to so sign by the City Council or by the board, officer, or employee authorized to enter into this Agreement; and

4. SERVICES TO BE PROVIDED BY THE CONTRACTOR

The services to be provided under this Agreement are those described under the terms of Appendix A - Statement of Work ("SOW"), attached hereto as Appendix A and incorporated herein by reference.

5. COMPENSATION AND PAYMENT

5.1. Compensation

For the satisfactory performance of the services provided under Appendix A - Statement of Work ("SOW"), the City shall compensate Contractor in the amount

set forth under Appendix B - Fee Schedule, attached hereto as Appendix B and incorporated herein by reference.

5.2. As noted in Appendix A, the Professional Services will be invoiced and paid on a milestone completion basis.

5.3. The Parties agree that the Contractor will compensate City with the Remedy for failure to meet a Service Level as outlined in Appendix D - City of Los Angeles SLA & Remedy attached hereto as Appendix D and incorporated herein by reference.

5.4. Method of Payment

The City shall pay the Contractor within Forty-Five (45) calendar days of receipt and approval of the Contractor's invoices by the City.

All invoices must include the following information for payments to be processed:

- Name and address of company
- Date of Invoice
- Invoice Number
- Agreement Number
- Date(s) and description of services provided
- Amount of Invoice
- Total amount payable
- Remittance address
- Other additional information as requested by the Office of Finance

The Contractor must submit invoices to:

Ben Hua
LATAX Transformation Division
Los Angeles Office of Finance
200 N. Spring St. Room 220
Los Angeles, California 90012
Ben.hua@lacity.org

With carbon copy to:
Finance-ltd@lacity.org

5.5. Review and Acceptance of Deliverables

5.5.1. Payment to the Contractor will be authorized after acceptance of the deliverables and receipt of a properly completed invoice (in that order).

- 5.5.2. The Contractor shall deliver products and invoices to the City upon completion of tasks as described in this Agreement. The City shall pay the Contractor for the approved product and in the amount specified herein.
- 5.5.3. At or before the conclusion of the review period, the City will submit a written, dated notification to the Contractor of the City's acceptance or rejection of the work delivered by the Contractor, based on standards stipulated herein, and if the work is rejected, listing the cause of rejection and required corrections. Such notification shall be provided within thirty (30) days of the provision of the work. If no notification is provided within this thirty-day (30) period, the work shall be deemed accepted by both Parties.
- 5.5.4. Submission of an invoice is Contractor's certification that the amounts invoiced are in accordance with this Contract and, for any amounts associated with services provided, that the indicated services have been provided. For professional services invoiced on a milestone basis, Contractor shall not invoice until the milestone criteria have been met and any City signoff on such milestone is complete. The City can dispute an invoice for any good faith reason including, but not limited to, the City Project Manager believing that services have not been performed or conditions for invoicing have not been met.
- 5.5.5. **Failure to adhere to the policies set forth in this Section 4 may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)**, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

6. FUNDING CONTINGENCY

Notwithstanding anything to the contrary, City obligations under this Agreement are payable only from funds specifically appropriated by the City Council and City shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of the City's future fiscal years unless and until the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year.

In the event the City is not able to secure funds, or funds are not appropriated by the City Council for this Agreement, the Contractor agrees to release the City from further obligation or liability under this Agreement.

7. GOVERNING LAW AND VENUE

This Agreement and any action related thereto will be governed and interpreted by

and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Each Party hereby expressly consents to the exclusive personal jurisdiction and venue in the state and federal courts of Los Angeles County, California for any lawsuit filed there against it by the other Party arising from or related to this Agreement.

8. NON-EXCLUSIVE

The City and Contractor understand and agree this is a non-exclusive Agreement to provide services to the City and that the City reserves the right to enter into agreement with other contractors/consultants to provide similar services during the term of this Agreement.

9. SEVERABILITY

If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement shall remain enforceable and the invalid or unenforceable provision(s) shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

10. NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to create a third party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

11. STANDARD PROVISIONS FOR CITY CONTRACTS

By entering into this Agreement with the City, the Contractor agrees to abide by the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), attached hereto and incorporated herein as Attachment B, subject to the amendments provided herein.

11.1 PSC-5 Amendment, is hereby amended to read as follows:

All amendments to this Contract shall be agreed to in writing and signed and approved by both Parties pursuant to the provisions of PSC-3.

11.2 PSC-8 Suspension, is hereby amended to read as follows:

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract for up to 90 days (the "Suspension Period") by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written

notice to recommence the services. If the **CITY** does not provide notice to recommence the services by or before 90th day of the Suspension Period, the **CITY** shall terminate the Contract according to the appropriate option from PSC-9.

The Parties agree that a Suspension Period lasting more than 15 days is of material impact to the work required hereunder, both for **CONTRACTOR** and the **CITY**. In such case, the Parties agree to negotiate a revised performance schedule and associated Contract amendment, if needed.

In the event of a Suspension Period lasting more than 60 days, **CONTRACTOR** may assign its personnel, including Key Personnel, to other engagements without penalty or breach hereunder. **CONTRACTOR** will attempt to return such personnel to performing services under this Contract but does not guarantee the personnel will return. **CONTRACTOR** remains responsible for service delivery under this Contract, even if personnel change under this provision.

11.3 PSC-9 Termination, is hereby deleted in its entirety and the following is substituted in lieu thereof:

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty (30) days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall incur no further obligation in connection with the terminated work and immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims for payment for services against **CITY** under this Contract. All **CITY** owned finished and unfinished documents and materials procured for or produced under this Contract for the sole use of the **CITY**, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** shall give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate the time period to cure the default, a minimum of thirty (30) days, to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by

CITY. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault

on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services up to the amount actually paid by **CITY** to **CONTRACTOR** for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five (5) working days of the termination.

11.4 PSC-10 Independent Contractor, is hereby amended to read as follows:

Each Party is an independent contractor and not an agent or employee of the other. Each Party shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the other.

11.5 PSC-11 Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. If **CITY** reasonably determines that any **CONTRACTOR** personnel are unsuitable for continued performance under this Contract, **CITY** may request their removal. **CONTRACTOR** shall promptly remove such personnel, provided that the **CITY's** request is based on a good faith, lawful, and reasonable justification.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor. For the avoidance of doubt, commercial service providers shall not be considered Subcontractors under this Contract.

11.6 PSC-12 Assignment and Delegation, is hereby amended to read as follows:

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**, which **CITY** shall not unreasonably refuse:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate subcontract, or otherwise transfer any of its duties under this Contract except within **CONTRACTOR'S** affiliated entities (e.g., under common ownership or control).

11.7 PSC-16 Retention of Records, Audit and Reports, is hereby amended to read as follows:

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three (3) years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

11.8 PSC-17 Bonds, is hereby deleted in its entirety and the following is substituted in lieu thereof:

The Parties agree that no bond shall be required for this Contract.

11.9 PSC-18 Indemnification, is hereby deleted in its entirety and the following is

substituted in lieu thereof:

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all third-party lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any real or tangible property of either party hereto or of third parties, to the extent caused by an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

CONTRACTOR shall not be responsible for determining or interpreting the requirements of any statute, ordinance, rule, regulation, or policy. **CONTRACTOR** shall implement the **CITY's** instructions regarding such requirements as provided by **CITY**. **CONTRACTOR** remains responsible for accurately implementing such instructions into the System in accordance with this Contract.

11.10 PSC-20 Intellectual Property Warranty, is hereby deleted in its entirety and the following is substituted in lieu thereof:

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

However, **CONTRACTOR** will not be required to indemnify the **CITY** to the extent any claim of infringement stems from:

- a) Any modification made under the direction of the **CITY**, except where **CONTRACTOR** knew or reasonably should have known of such infringement;
- b) The **CITY's** misuse or modification of any **CONTRACTOR** obligation hereunder;
- c) The **CITY's** failure to use corrections or enhancements explicitly made available to the **CITY** by **CONTRACTOR**; or
- d) The **CITY's** use of a **CONTRACTOR** obligation in combination with any product

not owned, approved, or developed by **CONTRACTOR**.

11.11 PSC-21 Ownership and License, is hereby amended to read as follows:

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its subcontractors for the **CITY**'s sole use under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CITY agrees that **CONTRACTOR** shall retain ownership of **CONTRACTOR** owned software, including all tools, utilities, associated data, documentation, and other associated materials licensed to **CITY** hereunder. Such items shall not be deemed Work Products under this Contract.

CONTRACTOR acknowledges that, in limited circumstances, a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief or specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude either Party from seeking or obtaining any other relief to which it may be entitled. Nothing in this provision shall be construed to waive **CONTRACTOR's** right to contest the appropriateness or scope of any such relief.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

11.12 PSC-22 Data Protection, is hereby deleted in its entirety and the following is substituted in lieu thereof:

A. **CONTRACTOR** shall protect, using its security program based on industry-standard practices and validated by a third-party SOC 2, Type II audit, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), any incident actually affecting City Data, or an incident actually impacting the System related to cyber security (all a "Security Incident"). **CONTRACTOR** shall begin remediation as soon as reasonably feasible, given **CONTRACTOR'S** responsibility to preserve evidence or as otherwise directed by law enforcement or the **CITY**. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY's** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY's** sole discretion, **CITY** and its authorized agents shall have the right to lead or participated in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any **CONTRACTOR** caused Data Breach or Security Incident, then, to the extent **CONTRACTOR** is at fault, **CONTRACTOR** shall indemnify and hold harmless **CITY** and defend against any resulting actions.

C. In no event shall **CONTRACTOR'S** liability for all Data Breaches or Security Incidents exceed the amount covered and paid by **CONTRACTOR'S** insurance, up to the amount of cyber insurance required, hereunder. If **CONTRACTOR'S** insurance does not provide such coverage of fails to pay damages against resulting actions, **CONTRACTOR** shall be directly liable to **CITY** for up to the annual value of the Contract.

11.13 PSC-24 Best Terms, is hereby deleted in its entirety.

11.14 PSC-25 Warranty and Responsibility of Contractor, is hereby amended to read as follows:

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with **CONTRACTOR'S** implementation methodology as documented and agreed hereunder.

11.15 PSC-30 Access and Accommodations, is hereby amended to read as follows:

CONTRACTOR represent and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as

amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 111.5;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request by its employees to ensure equal access to **CITY**-funded programs, services and activities; and

D. When required by this Contract, **CONTRACTOR** provided construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities required to be provided by **CONTRACTOR** under this Contract and that are used to provide services under this Contract are in compliance with federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

11.16 PSC-40 Compliance with Identity Theft Laws and Payment Card Data Security Standards, is hereby amended to read as follows:

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

Notwithstanding the foregoing, the Parties agree that **CONTRACTOR** will not process credit cards directly, but rather through an interface with a **CITY** provided payment processor. Therefore, PCI DSS compliance shall be the **CITY** interface provider's responsibility. **CONTRACTOR** shall provide necessary information required by the **CITY** to support a PCI DSS audit.

11.17 PSC-43 Confidentiality, is hereby amended to read as follows:

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** for **CITY's** sole use pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

11.18 PSC-45 Limitation on Liability, is hereby added to read as follows:

CONTRACTOR's total liability to the **CITY** shall not exceed Five Million Dollars per year or the annual value of the Contract in the year the claim(s) arose, whichever is greater.

11.19 Exhibit 1 Insurance Contractual Requirements, Section 4 Modification of Coverage, is hereby amended to read as follows:

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to request changes to the amounts and types of insurance required hereunder by giving **CONTRACTOR** ninety (90) days' advance written notice of such requested change. If the change is agreed upon by **CONTRACTOR** and it results in additional cost to **CONTRACTOR**, the CITY agrees to negotiate in good faith additional compensation commensurate with the increased benefit.

12. PUBLIC INSPECTION AND RECORDS

Notwithstanding any other provisions to the contrary, this Agreement, including any and all exhibits and attachments incorporated herein, shall be made available for public inspection in accordance with the Charter of the City and, to the extent applicable, the California Public Records Act (California Government Code Section 6250 *et. seq.*).

13. MUNICIPAL LOBBYING ORDINANCE

The Contractor is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Contractor qualifies as a lobbying entity under Los Angeles Municipal Code §48.02. Agreements submitted without a completed CEC Form 50 by contractors that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 may be subject to penalties, termination of contract, and debarment.

14. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE AND SLAVERY DISCLOSURE ORDINANCE

The Contractor shall comply with Los Angeles Administrative Code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' The City may terminate this Contract at any time if the City determines that the Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in Los Angeles Administrative Code Section 10.50.1.

The Contractor shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

The Contractor shall complete and upload a Disclosure Ordinance Affidavit, on www.rampla.org.

15. CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

16. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one (1) or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one (1) instrument. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

17. ENTIRE AGREEMENT

This Agreement, and any exhibits, attachments or documents incorporated herein by inclusion or by reference, constitutes the complete, and entire Agreement between the Parties and supersedes all prior discussions between the Parties, oral or written. No modification of or amendment to this Agreement, or any waiver of any rights under

this Agreement, will be effective unless in writing and signed by the duly authorized representatives of each Party.

18. ORDER OF PRECEDENCE

Unless otherwise provided for in this Agreement, in the event of any inconsistencies between the bodies of this Agreement, exhibits, attachments, and schedules, the order of precedence will be as follows:

1. This Agreement between the City and Contractor,
2. Attachment A – Escrow Agreement
3. Attachment B – Standard Provisions for City Contracts (Rev. 1/25 [v.2])
4. Appendix A – Statement of Work
5. Appendix B – Fee Schedule
6. Appendix C – GenTax Software License
7. Appendix D – GenTax Annual Maintenance Specifications
8. Appendix E – City of Los Angeles SLA & Remedy
9. Appendix F – All requirements for Contract
10. Appendix G – Key Personnel Positions
11. Appendix H – USPS Sublicense

[Intentionally left blank. Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

The City of Los Angeles, a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
Diana Mangioglu
City Treasurer/Director of Finance
Office of Finance

Date: _____

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Charles Hong
Assistant City Attorney

Date: _____

ATTEST:
PATRICE Y. LATTIMORE, City Clerk

By:

Date: _____

City Agreement Number: _____

Council File Number: __

FAST Enterprises, LLC a New York limited liability company

By: _____
James G. Harrison
Authorized Signatory

Date: _____

NOTE: *Approved signature methods for California corporations:

A. Two Signatures: One of the Chairman of the Board of Directors, President, or Vice-President, **AND** one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

B. One signature of a corporate-designated individual together with a properly attested resolution of the Board of Directors or copy of the Bylaws authorizing the individual to sign.

ATTACHMENT A
Escrow Agreement

SOFTWARE ESCROW AGREEMENT

Multi User Plan

BETWEEN:

FAST ENTERPRISES, LLC ("Licensor")
a limited liability company registered under the laws of the State of New York,

-and-

LINCOLN-PARRY SOFTESCROW, INC. ("Escrow Agent")
a corporation incorporated under the laws of the State of Colorado,

WHEREAS the Licensor carries on the business of licensing computer software and is desirous of making available severally to certain of its customers, each herein called the Licensee the benefits contemplated by this agreement, and;

WHEREAS the Licensor has granted or shall grant to the Licensee the right to use certain computer programs in object form and has agreed or shall agree to support the programs but wishes to maintain their confidentiality as trade secrets, and;

WHEREAS the Licensee is desirous of being assured that the source code, documentation and related materials for such programs will be made available to it for the purposes of self support if certain events named herein occur;

THEREFORE the parties agree as follows

1. ESCROW MATERIALS

The computer programs to which this agreement applies are those named in a Beneficiary Enrollment Schedule C. A program shall consist of the source code magnetically or optically stored, and such supporting documentation and related materials that are necessary for a reasonably competent programmer to routinely maintain and modify such programs. The programs shall be collectively referred to herein as the Software.

2. BENEFICIARIES

Licensees of the Software shall separately become a beneficiary hereunder upon the filing with the Escrow Agent of a notification in the form described in Schedule C and executed by the Licensor or Licensee.

If a Licensee ceases using the computer program or its license to the computer program expires or is terminated, then the Licensee may be removed as a beneficiary upon the filing with the Escrow Agent of a notification in the form described in Schedule E executed by the Licensor. Upon receipt of the notification the Escrow Agent will deliver a copy to the Licensee advising that its rights under this agreement respecting such computer program have terminated.

3. DELIVERY AND CERTIFICATION

The following procedure shall be adopted for the presentation and certification of the Software into escrow.

- (a) Within ten (10) days after the signing of this agreement by both Parties, the Escrow Agent shall supply to the Licensor a standard sized container which is capable of being sealed and in which the Software shall be stored.
- (b) The Licensor shall thereupon deposit the Software into the said container, identifying it by name and release number, and shall certify as to the authenticity of the contents in the sealed container on the form supplied by the Escrow Agent.
- (c) The Licensor shall seal the container and shall deliver it to the Escrow Agent to hold in accordance with the terms of this agreement.
- (d) The Licensor will deposit new releases into escrow, and upon the filing by the Licensor with the Escrow Agent of a Direction to Return or Destroy in the form described in Schedule D the Escrow Agent shall return earlier deposits to the Licensor or destroy the earlier deposits as directed.
- (e) The Escrow Agent shall hold the container in its sealed state and shall not open, cause or permit it to be opened under any circumstances whatsoever without proper authority.

4. EVENTS CAUSING RELEASE

The Software shall be held in escrow by the Escrow Agent for the benefit of each Licensee until the earliest of the following events; it being agreed by the Parties that the actions of any one Licensee will not affect the rights of other Licensees:

- (a) The occurrence of the following events:
 - i. A cessation of the use of the Software by a Licensee and the termination or expiry of its program license agreement with the Licensor;
 - ii. The termination or expiry caused or permitted by the Licensee of the Software maintenance and support services portion of the said program license agreement.
- (b) As to an individual Licensee, the termination of the Beneficiary Enrollment by consent of:
 - i. The Licensor and the individual Licensee;
 - ii. The individual Licensee alone.
- (c) The occurrence of any of the following events, and provided in all events that the Licensor has not made suitable alternate arrangements for the continued maintenance of the Software:
 - i. A petition in bankruptcy or an assignment for the benefit of creditors of the Licensor is filed by the Licensor, or a third party against the Licensor and is not dismissed within thirty (30) days of its filing;
 - ii. A cessation of normal business operations by the Licensor during the term of this agreement.
 - iii. A serious continuing breach by the Licensor of its support and maintenance agreement with the Licensee, provided that the Licensee has given prior written notice to the Licensor of its intent to invoke its rights under this agreement to call for a release of the Software.

5. RETURN TO THE LICENSOR

The Escrow Agent shall deliver the Software back to the Licensor if any of the events named in Section 4(a) or 4(b) occurs before any of the events named in Section 4(c), provided that a Termination Notice in the form set out in Schedule G and signed by the Licensor and a Licensee, as to that Licensee's rights, has been delivered to the Escrow Agent along with the balance of any fees and charges that are due, and further provided that no other Licensee is a beneficiary under this agreement at the time. Where any materials lodged in escrow are to be returned by the Escrow Agent to the Licensor pursuant to the terms of this agreement, the Licensor shall select the method of delivery and the carrier, and shall bear the shipping cost.

6. RELEASE TO LICENSEE

The Escrow Agent shall deliver the Software to the Licensee(s) if any of the events named in Section 4(c) occurs before any of the events named in Sections 4(a) or 4(b), provided that the procedure set out below has been followed and the conditions met.

- (a) The Licensee(s) has delivered to the Escrow Agent a written request for the release of the Software, accompanied by a sworn affidavit from a senior officer of the Licensee(s) stating the particulars of the reasons for its request with reference to the events named in Section 4 of this agreement.
- (b) A copy of the request and affidavit has been delivered by the Escrow Agent to the Licensor in a timely manner, as described below. The Escrow Agent is entitled to conclusively presume that delivery of any document under this section has been made and received four (4) business days after having been sent by the Escrow Agent to the address as provided under Section 13.
- (c) No dispute in writing has been received from the Licensor by the Escrow Agent within fifteen (15) days of the Licensor's receipt of the Licensee's request and affidavit.
- (d) The Licensee(s) has signed a non disclosure covenant in the form set out in Schedule F and delivered it to the Escrow Agent.
- (e) All outstanding charges under this agreement have been paid to the Escrow Agent, and the Licensee(s) has paid copying charges. The Licensee(s) shall select the method of delivery and the carrier, and shall bear the shipping cost.
- (f) In order to affect a release of Software to the Licensee(s) pursuant to the terms of this agreement the Escrow Agent is assigned the right to make and deliver such copies of the Software as needed for that purpose.

7. DISPUTES AND ARBITRATION

If the Licensor enters a dispute as contemplated by Section 6(c) then the procedure set out below shall be followed before the Software is delivered to the Licensee.

- (a) The Licensor and Licensee(s) shall within ten (10) days after the entering of a dispute engage in dispute resolution discussions in a good faith effort to attempt to resolve the dispute.
- (b) In the event the dispute cannot be resolved within thirty (30) days under Section 7(a), either the Licensor or Licensee(s) may pursue any and all remedies under this Agreement, in law or at equity.
- (c) If necessary, the Escrow Agent shall act upon its receipt of a settlement document executed by both the Licensor and Licensee(s) or the final decision of a court immediately after the expiry of any appeal period.

8. VERIFICATION PROCEDURE

In order to verify the authenticity of the contents of any container deposited by the Licensor and being held in escrow a Licensee may at any time call for its inspection in the manner and subject to the conditions below:

- (a) The Licensee shall notify the Licensor and the Escrow Agent in writing of its demand to inspect the contents of a container, and such notification shall be made at least thirty (30) days in advance of the date appointed for such inspection.
- (b) The Escrow Agent shall appoint the location for such inspection.
- (c) The Escrow Agent shall attend at the appointment time and place and shall thereat produce the sealed container in question.

- (d) The contents of the container shall be removed and inspected by the Licensee in the presence of the Licensor and a determination made as to whether they are as purported by the Licensor on its certificate.
- (e) If the contents are determined to be as purported, they will be resealed and returned to the Escrow Agent to continue to hold in escrow. The Licensee who requested the verification shall pay all costs associated with the inspection, including machine time, operating personnel travel, food, lodging and a reasonable per diem fee for the attendance of all the Parties attending at the inspection.
- (f) If the contents of the container are determined not to be as purported, then the Licensor shall pay all of the costs named above and shall also forthwith deliver to the Escrow Agent a copy of the authentic software as purported on the Licensor's certification, and the Licensee may first verify that the same are authentic.

9. DUTIES OF ESCROW AGENT

- (a) The Escrow Agent shall store the sealed containers in a safe and secure location of its own choosing.
- (b) The Licensor may direct the Escrow Agent to store the sealed containers in a location selected by the Licensor, in which event the Escrow Agent shall comply with such direction provided that access to the location is under the Escrow Agent's exclusive control and that any additional costs incurred by the Escrow Agent in using the site are paid by the Licensor.
- (c) The Licensor represents that the Software does not require any storage conditions other than office environment conditions. The Escrow Agent shall exercise reasonable judgment in the handling of the Software and shall not be liable to either party except for grossly negligent conduct.
- (d) If any fees or charges are or become outstanding then the Escrow Agent shall not be required to perform any of its obligations under this agreement until its account has been paid. The Escrow Agent may accept payment of its account from either the Licensor or Licensee(s).

10. FEES, CHARGES AND TERM

10.1 The Licensor shall pay to the Escrow Agent the following fees and charges:

- (a) An annual fee of \$975.00 payable upon execution by the Licensor of this agreement and on each anniversary date thereafter unless earlier terminated by either Party.
- (b) Respecting each issued standard size container a fee of \$90.00 per year or part year payable upon receipt of invoice, provided that the Licensee is not required to pay an additional container fee as set out under Schedule C-2.
- (c) Respecting the return or destruction of each container held in escrow a fee of \$65.00 per container payable on receipt of invoice.
- (d) Respecting all expenses incurred by the Escrow Agent for media, copying, shipping or delivery, special storage requested by the Licensor a charge for such amounts disbursed due and payable on receipt of invoice.
- (e) Respecting any attendance made by the Escrow Agent in carrying out its obligation under this agreement or related thereto, travel, lodging and legal representation expenses incurred if any plus the then current per diem attendance fee payable on receipt of invoice.
- (f) The fees above shall be in force for a period of one year. Thereafter the Escrow Agent may alter the fees provided that any increase is part of a general fee increase.

10.2 Each Licensee shall pay the fees and charges described in Licensee Fee Schedule C-2.

10.3

- (a) This agreement shall continue on a yearly basis unless terminated by either Party by giving the other at least thirty (30) days written notice prior to any anniversary date, and provided that all named beneficiaries have either ceased to hold a user license for the Software or have consented to the termination of this agreement as the interest of the parties may appear.
- (b) The Licensor may transfer this agreement to another escrow agent at any time provided that all outstanding fee and charges have been paid.
- (c) The Escrow Agent may resign at the end of any year provided that it has delivered at least thirty days prior written notice to the Licensor to find a replacement.

11. DEFAULT IN PAYMENT

- (a) If the Licensor fails to pay any fee or charge on its due date, then the Escrow Agent may, after giving the Licensor and Licensee(s) thirty (30) days prior written notice to make such payment, terminate this agreement and either destroy or return the escrow materials in its possession at the Escrow Agent's option.
- (b) If the Licensee(s) fails to pay any fee or charge on its due date, then the Escrow Agent may, after giving the Licensee(s) thirty (30) days prior written notice to make such payment, terminate the Licensee's rights and interest in this agreement.
- (c) The remedies above do not exclude any other remedies that are otherwise available to the Escrow Agent. This notice shall be sent to the Contact and Address provided on the most recently dated Schedule A forms received by the Escrow Agent, and shall be conclusively deemed as having been received upon being sent.

12. INSPECTION

For the purpose of ensuring that any sealed container delivered to and held by the Escrow Agent under this agreement remains in a sealed state, either the Licensor or a Licensee may at any time demand to inspect such container at the offices of the Escrow Agent, and the Escrow Agent shall produce such container on a timely basis for inspection.

13. NOTICES

Any notice required to be given in writing under this agreement shall be conclusively deemed to have been given and received when made at the sender's option by fax, email, first class post, courier or prepaid certified or registered post, return receipt requested, to the respective, fax numbers, email addresses or street addresses appearing on Schedule A or to such other fax numbers, email address or street addresses as the Parties or Licensee(s) may from time to time direct in accordance with Schedule A and C-1.

14. TITLE AND COPYRIGHT

- (a) Title to the Software shall remain in the Licensor either in its own right or as agent for the owner. The Escrow Agent shall have title to the physical storage medium but not to the Software residing on it.
- (b) Upon a release of Software pursuant to this agreement the Licensee(s) shall have the right to make copies of the Software for the purpose of program execution, back up, support, maintenance and development all restricted to the Licensee's internal use of the Software as permitted in its program license agreement. Release of the Software to a Licensee(s) does not relieve it of its obligation to pay license fees if any under its program license agreement or to expand the scope of use.

15. NOTIFICATION TO LICENSEE

- (a) The Escrow Agent shall deliver an activity report in writing to each of the Licensee(s) no less often than once each year, describing the escrow deposits if any that were made during the preceding year and levy a notification fee as set out under Schedule C-2.

16. LOSS, DAMAGE OR DESTRUCTION

If the escrow materials are lost, damaged or destroyed without fault by the Escrow Agent or for reasons beyond the control of the Escrow Agent, such as acts of God, war, insurrection or terrorism, then the Licensor at its own expense shall make a fresh deposit to replace the escrow materials so lost, damaged or destroyed.

17. ENUREMENT

This agreement shall be binding upon and enure to the benefit of the Parties and the beneficiaries named by the Licensor and the assignees of each of them. This agreement may not be assigned by the Escrow Agent without the prior written consent of the Licensor.

18. GENERAL

- (a) The Escrow Agent may rely on all documents, notices and communications on their face, and is not required to make further inquiry into their authenticity or the veracity of their contents.
- (b) Nothing in this agreement shall be construed so as to expand, contract or create new obligations to support and maintain the software.
- (c) If any matter under this agreement is in dispute then the Escrow Agent shall be entitled to stand still with respect to its obligations to either hold or release the Software until the disputing Parties have finally settled the matter by mutual consent, court or arbitration proceedings.

END OF TERMS AND CONDITION

[SIGNATURE PAGE FOLLOWS]

8 0 5 9

IN WITNESS WHEREOF the Parties have by their representatives so authorized executed this Agreement to go into force on the date below last mentioned.

LICENSOR:
FAST ENTERPRISES, LLC


Authorized Representative Signature

James G. Harrison
Print Name

Member
Title

27-Sep-2013
Date (mm/dd/yyyy)

208.433.9244
Phone Number

JHarrison@GenTax.com
Email

ESCROW AGENT:
LINCOLN-PARRY SOFTESCROW, INC.


Authorized Representative Signature

AUDREY REID
Print Name

TRUST OFFICER
Title

OCT 09 2013
Date (mm/dd/yyyy)

888-771-2042 x505
Phone Number

areid@softescrow.com
Email

#8059

**SCHEDULE A
LICENSOR AUTHORIZED DESIGNATED REPRESENTATIVES**

The Parties will direct all correspondence, notices and general information requests at the addresses below or to such other fax numbers, email address or street addresses as the Parties may from time to time direct in accordance with this Change Notice below:

| Authorized Designated Representative | | | |
|---|--|-----------------------|--|
| Please provide the name(s) and contact information of the Authorized Person(s) under this agreement. Please complete all information as applicable. Incomplete information may result in a delay of delivery or processing. | | | |
| LICENSOR: FAST ENTERPRISES, LLC | | BILLING: | |
| Print Name | Aarika Shavers | Print Name | Dan DeKeyrel |
| Title | | Title | |
| Email Address | ashavers@gentax.com | Email Address | ddekeyrel@gentax.com |
| Street Address | 6400 S. Fiddlers Green Cir. Suite 1500 | Street Address | 6400 S. Fiddlers Green Cir. Suite 1500 |
| City/State | Greenwood Village, CO | City/State | Greenwood Village, CO |
| Zip Code | 80111 | Zip Code | 80111 |
| Phone Number | 303-770-3700 | Phone Number | 303-770-3700 |
| Fax Number | 303-770-3701 | Fax Number | 303-770-3701 |

**CHANGE NOTICE
TO ABOVE DESIGNATED CONTACT**

Please update your records as follows effective as of _____ (mm/dd/yyyy)

| | | | |
|--|--|-----------------------|--|
| LICENSOR: FAST ENTERPRISES, LLC | | BILLING: | |
| Print Name | | Print Name | |
| Title | | Title | |
| Email Address | | Email Address | |
| Street Address | | Street Address | |
| City/State | | City/State | |
| Zip Code | | Zip Code | |
| Phone Number | | Phone Number | |
| Fax Number | | Fax Number | |

All Notices and inquiries should be addressed to:
 Lincoln-Parry SoftEscrow, Inc.
 Distribution Department
 8 Faneuil Hall, 3rd Floor Boston, Massachusetts 02109 USA

North America +1-888-771-2042 International +1-613-842-8912 Fax +1-613-839-1362

**Schedule C
BENEFICIARY ENROLLMENT**

TO: **ESCROW AGENT**
 Lincoln-Parry SoftEscrow, Inc.
 Distribution Department, 8 Faneuil Hall, 3rd Floor, Boston, MA 02109
 Fax: +1 -613-839-1362 desk@softescrow.com

| | |
|--------------------------------------|--|
| Beneficiary/Company Name | |
| Authorized Designated Contact | |
| Title | |
| Street Address | |
| City | |
| State/Province | |
| Zip Code/Postal Code | |
| Country | |
| Telephone | |
| Fax | |
| Email | |

Being a licensed user of those programs included in the Software described or otherwise included in Software Escrow No. **#8059** and bearing date **OCT 09 2013** mm/dd/yyyy) between Lincoln-Parry SoftEscrow, Inc. (Escrow Agent) and FAST ENTERPRISES, LLC (Licensor) the named Beneficiary above becomes entitled to the rights of a beneficiary and agrees to perform and observe its obligations thereunder upon execution of this Schedule. The Licensee's rights under this agreement shall relate to the Software in those container(s) held by the Escrow Agent for which the Licensee has a valid license. The Licensee has received from the Licensor and reviewed this agreement and accepts its terms and conditions and agrees to pay the fees and charges set annually by the Escrow Agent. The Licensee may terminate the whole of its rights and obligations at any time.

| Escrow Material Product Description | Release/Version Number |
|---|--|
| | |
| | |
| Segregated Software (separate deposit of source code required) | Yes: <input type="checkbox"/> No: <input type="checkbox"/> |

The following party shall be responsible for any fees and charges pertaining to the above beneficiary. LICENSOR: BENEFICIARY:
 Effective Date of Enrollment: _____

| LICENSOR: FAST ENTERPRISES, LLC | | LICENSEE/BENEFICIARY: | |
|--|--|----------------------------------|--|
| Authorized Representative | | Authorized Representative | |
| Print Name | | Print Name | |
| Title | | Title | |
| Date | | Date | |
| Email Address | | Email Address | |
| Street Address | | Street Address | |
| City | | City | |
| State/Province | | State/Province | |
| Zip Code/Postal Code | | Zip Code/Postal Code | |
| Phone Number | | Phone Number | |
| Fax Number | | Fax Number | |

**SCHEDULE C -1
BENEFICIARY AUTHORIZED DESIGNATED REPRESENTATIVES**

The Escrow Agent will direct all correspondence, notices and general information requests at the address below or to such other fax numbers, email address or street addresses as the Parties may from time to time direct in accordance with this Change Notice below:

| Beneficiary Authorized Designated Representative | | | |
|--|--|-----------------|--|
| Please provide the name(s) and contact information of the Authorized Person(s) under this agreement. Please complete all information as applicable. Incomplete information may result in a delay of deliver or processing. | | | |
| BENEFICIARY: INSERT | | BILLING: | |
| Print Name | | Print Name | |
| Title | | Title | |
| Email Address | | Email Address | |
| Street Address | | Street Address | |
| City/State | | City/State | |
| Zip Code | | Zip Code | |
| Phone Number | | Phone Number | |
| Fax Number | | Fax Number | |

**CHANGE NOTICE
TO ABOVE BENEFICAY DESIGNATED CONTACT**

Please update your records as follows effective as of _____ (mm/dd/yyyy)

| | | | |
|---|--|-----------------|--|
| BENEFICIARY: FAST ENTERPRISES, LLC | | BILLING: | |
| Print Name | | Print Name | |
| Title | | Title | |
| Email Address | | Email Address | |
| Street Address | | Street Address | |
| City/State | | City/State | |
| Zip Code | | Zip Code | |
| Phone Number | | Phone Number | |
| Fax Number | | Fax Number | |

All Notices and inquiries should be addressed to:
 Lincoln-Parry SoftEscrow, Inc.
 Distribution Department
 8 Faneuil Hall, 3rd Floor Boston, Massachusetts 02109 USA
 North America +1-888-771-2042 International +1-613-842-8912 Fax +1-613-839-1362
 Email desk@softescrow.com www.softescrow.com

| | Schedule C – 2 Fees & Charges | | Annual Fees | Paying Party Check box to identify the Paying Party |
|------------------------------|---|--|--------------------|---|
| Licensor Fee | The Licensor shall pay to the Escrow Agent the following fees and charges: | | | |
| Annual Fee | An annual fee payable upon execution by the Licensor | | \$975 | <input type="checkbox"/> Licensor |
| Deposit Container Fee | Respecting each issued standard size container per year or part year payable upon receipt of invoice, provided that the Licensee is not required to an additional container fee as set out under Schedule C-1. | | \$90 | <input type="checkbox"/> Licensor |
| | Respecting the return or destruction of each container held in escrow | | \$65 | <input type="checkbox"/> Licensor |
| | Respecting all expenses incurred by the Escrow Agent for media, copying, shipping or delivery, special storage requested by the Licensor a charge for such amounts disbursed due and payable on receipt of invoice. | | Based on SOW | <input type="checkbox"/> Licensor |
| | Respecting any attendance made by the Escrow Agent in carrying out its obligation under this agreement or related thereto, travel, lodging and legal representation expenses incurred if any plus the then current per diem attendance fee. | | Based on SOW | <input type="checkbox"/> Licensor |
| | Respecting each notice in writing sent by the Escrow Agent | | \$40 | <input type="checkbox"/> Licensor |
| Beneficiary Fee | The Licensee/Beneficiary shall pay the fees and charges described in Licensee Fee Schedule C-1, due and payable upon receipt of invoice. | | | |
| | No modification to agreement terms and conditions and no segregated Software (master deposit for many enrolled beneficiaries, no customization to the source code which is required to be copies upon a release event) | | \$125 | <input type="checkbox"/> Licensor <input type="checkbox"/> Beneficiary |
| | Segregated Software (separate deposit of source code and the beneficiary receives the sealed container upon a release) | | \$195 | <input type="checkbox"/> Licensor <input type="checkbox"/> Beneficiary |
| | Respecting each issued standard size container for segregated Software per year or part year payable upon receipt of invoice. | | \$90 | <input type="checkbox"/> Licensor <input type="checkbox"/> Beneficiary |
| | Modified agreement terms and segregated Software (modified terms and conditions/separate deposit of source code) | | \$395 | <input type="checkbox"/> Licensor <input type="checkbox"/> Beneficiary |
| | Respecting each issued standard size container for segregated Software per year or part year payable upon receipt of invoice. | | \$90 | <input type="checkbox"/> Licensor <input type="checkbox"/> Beneficiary |
| | Respecting each notice in writing sent by the Escrow Agent a payable on receipt of invoice. | | \$40 | <input type="checkbox"/> Licensor <input type="checkbox"/> Beneficiary |
| | Respecting the return or destruction of each container held in escrow | | \$65 | <input type="checkbox"/> Licensor <input type="checkbox"/> Beneficiary |
| | Respecting all expenses incurred by the Escrow Agent for media, copying, shipping or delivery, special storage requested by the Licensee a charge and handling fee for such amounts disbursed due and payable on receipt of invoice. | | Based on SOW | <input type="checkbox"/> Licensor <input type="checkbox"/> Beneficiary |
| | Respecting any attendance made by the Escrow Agent in carrying out its obligation under this agreement or related thereto, travel, lodging and legal representation expenses incurred if any plus the then current per diem attendance fee payable on receipt of invoice. | | Based on SOW | <input type="checkbox"/> Licensor <input type="checkbox"/> Beneficiary |
| | *SOW – Statement of Work | | | |

AGREEMENT NO. #8059

**SCHEDULE D
DIRECTION TO RETURN OR DESTROY DEPOSIT CONTAINER**

TO: **ESCROW AGENT**

Lincoln-Parry SoftEscrow, Inc.

Distribution Department

8 Faneuil Hall, 3rd Floor, Boston, Massachusetts 02109

Fax: +1 -613-839-1362

RE: Container No.: _____

The **LICENSOR** represents that all of the software materials in the above cited container have been replaced with more recent versions under Deposit Container No. _____ now lodged with Lincoln-Parry SoftEscrow, Inc. and that the Beneficiaries under the above agreement have no further interest in the Software in Container No. _____ being returned to Licensor or destroyed as per the direction below.

Please select one of the following:

You are hereby directed to **return** the materials above described. _____ Initial

You are hereby directed to **destroy** the materials above described. _____ Initial

SHIPPING INSTRUCTIONS: Incomplete information may result in a delay of processing.

| | |
|---------------------------------------|------------------------------|
| Licensor | FAST ENTERPRISES, LLC |
| Licensor Authorized Contact | |
| Title | |
| Street Address | |
| City/State | |
| Zip Code | |
| Phone | |
| Fax | |
| Email Address | |
| Federal Express Account Number | |

LICENSOR:

Authorized Representative Signature

Print Name

Title

Date (mm/dd/yyyy)

Phone Number

Fax Number

Email

**SCHEDULE E
BENEFICIARY REMOVAL NOTICE**

TO: ESCROW AGENT
Lincoln-Parry SoftEscrow, Inc.
Distribution Department
 8 Faneuil Hall, 3rd Floor, Boston, Massachusetts 02109
 Fax: +1 -613-839-1362

TAKE NOTICE THAT pursuant to Section 2 the Licensor hereby notifies you that the below-noted Licensee is no longer a beneficiary under the Software Escrow Agreement bearing No. **#8059** and dated OCT 09 2013 (mm/dd/yyyy) respecting the computer programs listed below.

Upon receipt of this notification the Escrow Agent will provide a copy of this notification to the Licensee advising that their rights under the above software escrow agreement have terminated.

LICENSEE:

| | |
|---------------------------------------|--|
| Enrolled Beneficiary Name | |
| Beneficiary Authorized Contact | |
| Title | |
| Email Address | |
| Street Address | |
| City/State | |
| Zip Code | |
| Phone | |
| Fax | |

Computer programs no longer under license or maintenance agreement:

| Product Description | Release/Version Number |
|---------------------|------------------------|
| | |
| | |
| | |

LICENSOR:
FAST ENTERPRISES, LLC

Authorized Representative Signature

Print Name

Title

Date (mm/dd/yyyy)

Phone Number

Fax Number

Email

SCHEDULE F
NON-DISCLOSURE COVENANT

T TO: LICENSOR
FAST ENTERPRISES, LLC

WHEREAS the Licensor and the Licensee are Parties to a Software Escrow Agreement bearing No. #8059 and dated OCT 09 2013 mm/dd/yyyy) pursuant to which the Software therein shall be released to the Licensee by the Escrow Agent, and;

WHEREAS a prior condition of such release is set out in Section 6(d) of the said agreement, namely that the Licensee must first execute this form of non disclosure covenant and deliver it to the Escrow Agent;

THEREFORE the Licensee covenants as follows for the benefit of the Licensor:

- 1. To hold the Software in the strictest of confidence subject to applicable public records laws, recognizing that it is a valuable trade secret of the Licensor and that its improper disclosure will cause substantial and irreparable injury to the Licensor.
2. To restrict the use of the Software solely and exclusively for the purpose of supporting the Licensee's own installation or the installations of sub-licensees if the Licensee is an authorized VAR or OEM of the Software, and for no other purpose whatsoever. Licensee acknowledges that title to the Software shall at all times remain with the Licensor.
3. Subject to applicable public records laws, to restrict disclosure of the Software or any part thereof to only those of the Licensee's employees or agents who have a bona fide need to know, and who have received written notice of the confidential nature of the Software and have agreed to abide by these restrictions.
4. Other than for back up, not to make any copy, derivation, translation or imitation of the Software, or to use any of its algorithms, designs or architecture in producing another program.
5. To fully observe and perform all other obligations which may bind the Licensee under any other agreement, which exist between it and the Licensor.

BENEFICIARY:

Authorized Representative Signature
Print Name
Title
Date (mm/dd/yyyy)
Phone Number
Fax Number
Email

Copy TO:

ESCROW AGENT
Lincoln-Parry SoftEscrow, Inc.
Fax: +1 -613-839-1362

**SCHEDULE G
AGREEMENT TERMINATION NOTICE**

TO: ESCROW AGENT

Lincoln-Parry SoftEscrow, Inc.
FAX: +1 -613-839-1362

TAKE NOTICE THAT the Licensor and Licensee, pursuant to a Beneficiary Enrollment under Software Escrow Agreement bearing No. #8059 and dated OCT 09 2013

(mm/dd/yyyy) do hereby terminate Licensee's rights under the said agreement as of the date of this notice and, subject to the rights of other Licensees (or beneficiaries), directs you to destroy or deliver all the Software thereunder held by you to the Licensor forthwith.

Please select one of the following:

Subject to the rights of other Licensees (or beneficiaries), You are hereby directed to **return** the materials above described. Licensor Initial _____ Licensee Initial _____

Subject to the rights of other Licensees (or beneficiaries), You are hereby directed to **destroy** the materials above described. Licensor Initial _____ Licensee Initial _____

SHIPPING INSTRUCTIONS: Incomplete information may result in a delay of processing.

LICENSOR:

| | |
|--|--|
| Licensor | |
| Licensor Authorized Contact | |
| Authorized Representative Signature | |
| Title | |
| Street Address | |
| City/State | |
| Zip Code | |
| Phone Number | |
| Fax Number | |
| Email Address | |
| Federal Express Account Number | |

LICENSEE:

| | |
|--|--|
| Licensee | |
| Licensee Authorized Contact | |
| Authorized Representative Signature | |
| Title | |
| Email Address | |
| Street Address | |
| City/State | |
| Zip Code | |
| Phone Number | |
| Fax Number | |

ATTACHMENT B

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

___ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

___ **General Liability**

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

___ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

___ **Professional Liability** (Errors and Omissions)

Discovery Period _____

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

___ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

___ **Crime Insurance**

Other:

APPENDIX A

Statement of Work

City of Los Angeles

GenTax Implementation Statement of Work

<INSERT FINAL DATE>

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1 Definitions

The following definitions apply to terms not already introduced via the underlying Master Agreement.

| Term | Definition |
|------------------------------|--|
| Contractor Data | Data provided in any form by Contractor including GenTax initial configuration data, Documentation, base Document Deliverables, base training materials, test data, etc. |
| Deliverable | The services, software, and other components provided by FAST under this SOW. Deliverables may include Contractor-owned material. Contractor-Owned Deliverables shall remain Contractor Property. |
| Document Deliverables | Deliverables subject to review and Approval by the CITY using the process established herein. Deliverables may include Contractor-owned material or material originating from such Contractor-Owned Deliverables. Contractor-Owned Deliverables shall remain Contractor Property. |
| GenTax | FAST’s commercial off the shelf software package and all related tools, utilities, Contractor Data, and Documentation licensed under this SOW. The Licensed Software is Contractor Property. |
| FCR | The FAST Central Repository tool. FCR contains project management, implementation, tracking, and code management software. FCR is part of the licensed GenTax software. |
| Milestone | A defined point in the project representing a payment point when the Milestone is Accepted by the CITY. |
| Phase | A grouping of activities in the FastCore Implementation Methodology |
| Workbench | A project management tool contained within FCR. Workbench contains the detailed project management processes including the schedule, risk register, task assignment, document repository, etc. |

2 Introduction

This Statement of Work (SOW) is executed between Fast Enterprises, LLC (“FAST” or “Contractor”) and the City of Los Angeles (“CITY” or “Agency”) pursuant to Contract _____ (“Master Agreement”), including any amendments thereto.

The SOW shall be effective upon execution by both Parties and remain in place until the end of the Warranty Period unless otherwise terminated per the Master Agreement. The Parties acknowledge that additional SOW(s) may overlap this SOW for additional products or services and such SOW(s) shall be independent from the work herein.

This SOW outlines a project to implement GenTax (the “Application Services” or the “System”) for the CITY to administer integrated tax. The project includes the required licenses, annual software maintenance, implementation services, post-implementation warranty, and commercial cloud hosting.

2.1 Approach

2.1.1 Methodology

The FastCore Implementation Methodology was designed specifically to implement FAST’s commercial off-the-shelf (COTS) software. The methodology provides a roadmap for successful implementations. It also facilitates work by providing a common and consistent language, leveraging existing examples of Contractor Owned Deliverables, and building on a repository of best practices and lessons learned.

As a recurring theme, the methodology uses a highly iterative cadence to complete tasks. The underlying philosophy is to perform small increments of work, submit those for review and verification, incorporate the feedback from the reviews into the next small increment of work, and continue in this manner until the functionality is deemed acceptable. This approach ensures that incremental adjustments or changes required to stay on track can be made without retracing too many steps.

The FastCore Implementation Methodology:

- Emphasizes working with actual system components rather than on documents describing the components.
- Acknowledges that in systems, change is constant. It is better to move forward and react to change than to wait for change to cease.
- Incorporates communication of process changes for increased user acceptance.
- Involves users early and often.
- Empowers project participants to make decisions. A bad decision can be corrected; no decision translates to zero progress.
- Allows project phases to be executed out of sequence, to overlap, and to run in parallel.

FAST shall use its proven proprietary FastCore Implementation Methodology to reduce risk, improve the process and quality, and support the project’s overall success. The FastCore Implementation Methodology addresses project execution, including:

- | | | |
|----------------------|----------------------|------------------------------------|
| • Work Performance | • Project Oversight | • Organizational Change Management |
| • Deliverables | • Status Reporting | • Training |
| • Governance | • Risk Management | • Testing |
| • Project Management | • Communication | • Data Conversion |
| • Implementation | • Production Support | • Resource Planning |
| • Scope Management | • Work Monitoring | |

Where inconsistencies, contradictions, and a lack of clarity arise between FAST’s Implementation Methodology and the CITY’s documented project management methodology requirements, if any, the parties shall mutually agree on a resolution.

The Parties may adjust the implementation methodology through written mutual agreement if needed.

Section 8 contains the complete FastCore Implementation Methodology.

2.1.2 Tools

FAST shall use its proprietary tools to manage all aspects of project execution, including:

- Project Schedule
- Work Assignments
- Risk Register
- Work Breakdown Structure (WBS)
- Project Documentation
- Pull List
- Requirements Management
- Decision Register

The tools include, but are not limited to, the Delivery Workbench, the FAST Central Repository (FCR), and the Solution Request System (SQR).

Along with Adobe Acrobat and Microsoft Office, the FAST proprietary tools are the management tools agreed for use by FAST and the CITY.

3 Scope

In addition to the business requirements identified in this SOW, FAST will provide, at a minimum, the same business capabilities offered by the in-scope legacy systems being replaced, as of this SOW execution date. However, the functions may be architected and performed differently. FAST and the CITY will collaborate to utilize the GenTax software as designed and intended to deliver the necessary business capabilities. FAST and the CITY will aim to enhance CITY business processes, rather than replicate legacy processes in GenTax. All services and deliverables under this SOW, including implementation rollouts, are subject to the CITY's acceptance.

Changes in applicable laws, regulations or procedures may necessitate changes to the System. If these changes necessitate modifications to CITY business requirements or create conflicts with the licensed Software, the Parties shall meet to agree upon a resolution which may include a) CITY modifications to the conflicting business requirement to comply with FAST's Software capabilities; b) when possible, agree on additional software configuration to address the item; or c) when possible, and at additional cost to CITY, FAST shall create custom, CITY-owned software to handle the item.

3.1 Functional & Technical Requirements

FAST and the CITY will collaborate to define, evaluate, refine, and implement CITY functional and technical requirements as defined in the associated procurement document. The initial requirement list will serve as an input to the Definition Item process. FAST and the CITY will use the GenTax software to refine these requirements. This will occur during Definition meetings (see FastCore Implementation Methodology), during which FAST will present the base System functions, and the CITY will advise on its specific needs if they differ from the base System configuration. The Parties agree that configuring GenTax core capabilities is preferable to creating customizations. Decisions will be documented within Definition Items using the FAST tools identified in 3.1.1 (Requirements Tracking) below.

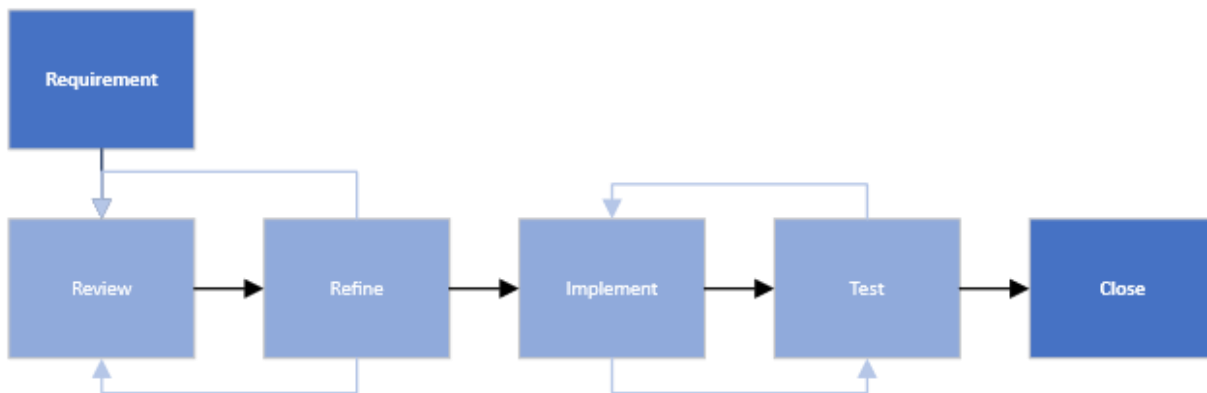
By the end of the Definition Phase, the CITY shall confirm that its requirements are defined to the best of its knowledge. Requirements raised after the Definition Phase concludes will be added to the Pull List (see Section 5.3 below) and assessed by the project management team for potential inclusion in the rollout or possibly to be addressed later as part of production support on a time and materials basis.

3.1.1 Requirements Tracking

FAST shall configure its Delivery Workbench tool to perform requirements tracking. Business requirements that must be implemented as configurations or as site code can be recorded in Delivery

Workbench as Definition Items. Delivery Workbench supports tracking Definition Items through the implementation process, including definition, implementation, and business testing to provide traceability. Note that this tracking occurs for Definition Items required for project implementation and not for common system functions unless they require project-specific work.

The diagram below illustrates the requirement tracking approach, where CITY specific requirements are identified, reviewed, refined, implemented, tested and resolved. Using this process allows requirements to be tracked from Definition, to implementation, to testing, and finally to production rollout. Note that not all requirements are tracked in this way. Requirements that are met by out-of-the-box System capabilities which are already running in production in multiple jurisdictions are not re-tested, as that would create substantial testing work for the CITY with no value.



The high-level requirements tracking approach

3.2 Implementation Services Requirements

FAST shall meet implementation services requirements using the FastCore Implementation Methodology, including document contents, tasks, Document Deliverables, and all other project operations. In the event of a conflict between the FastCore Implementation Methodology and the implementation services requirements, the FastCore Implementation Methodology shall prevail. Notwithstanding, the Parties shall always meet the intent of the requirement(s) as read in plain language. Implementation Services Requirements are not subject to requirements traceability since they are operational in nature, and the CITY approves all work performed by FAST.

3.3 Approach

To facilitate an accelerated Rollout 1 schedule, FAST and the CITY agree to the following:

- IT and City project processes, procedures, and other project overhead will be kept to a minimum while still complying with the contract and SOW. Delays will not impact implementation progress.
- Some interfaces may not be able to be updated and the Parties will need to be diligent about requiring interface partners to meet their deadlines.
- “Bridging” interfaces will not be implemented unless specifically approved by both FAST and the City. The intent is to limit constructing internal interfaces to essential, highly repetitive processes.
- The Parties agree to the following functional approach for each phase:
 - **Rollout 1**

- The project team will determine a minimal rollout scope based on Definition sessions. The goal is to keep scope contained to the minimum necessary to operate the in-scope taxes. This may mean that required and desired functionality is deferred to later rollouts.
 - **Rollout 2**
 - While implementing additional tax types, expand functionality based on the RFP requirements and available time.
 - **Rollout 3**
 - Implement the remaining RFP requirements.

3.4 Hosting

FAST shall provide fully managed hosting for the GenTax System as described in Section 9. The CITY must use the internet as the connectivity mechanism for Rollout 1. After rollout one, connectivity can be moved to a CITY provided AWS Direct Connect, if the CITY desires.

4 Execution

The following tables identify the Phases, Milestones, work products, deliverables, and tasks within the FastCore Implementation Methodology.

4.1 Schedule and System Releases

FAST and the CITY shall implement the System in 3 citywide rollouts. Each rollout includes all functionality for the subject matter implemented (e.g., each tax). System acceptance occurs as indicated below, when each Rollout enters production. The stabilization and warranty periods are fixed duration:

| Phase | Start | End | Duration |
|---|-------------|-------------|------------------|
| Rollout 1 – Annual Programs | 2-Mar-2026 | 7-Dec-2026 | 9 Months |
| Rollout 2 – Daily, Monthly, & Quarterly Programs | 7-Dec-2026 | 6-Dec-2027 | 12 Months |
| Rollout 3 – Function Enhancement & Optimization | 6-Dec-2027 | 5-Sep-2028 | 9 Months |
| 16-Week Stabilization Period | 5-Sep-2028 | 26-Dec-2028 | 16 Weeks |
| Warranty | 26-Dec-2028 | 25-Dec-2029 | 12 Months |
| IMPLEMENTATION DURATION | | | 46 Months |

This project's summary work breakdown structure (WBS) is provided below and will be confirmed using the Project Plan document created during the Preparation Phase. The project managers from both parties may adjust the WBS through mutual agreement.

Rollout 1 – All Annual filings due the last day of February

| Phase | Start | End | Duration |
|----------------------------------|-------------|-------------|----------|
| Preparation | 2-Mar-2026 | 10-Apr-2026 | 40 days |
| Definition | 16-Mar-2026 | 4-Sep-2026 | 173 days |
| Foundation | 20-Apr-2026 | 26-Jun-2026 | 68 days |
| Development | 20-Apr-2026 | 13-Nov-2026 | 208 days |
| Conversion | 23-Mar-2026 | 27-Nov-2026 | 250 days |
| Testing | 30-Mar-2026 | 27-Nov-2026 | 243 days |
| Training | 1-Jun-2026 | 4-Dec-2026 | 187 days |
| Acceptance & Rollout | 25-May-2026 | 7-Dec-2026 | 197 days |
| Production Hypercare | 7-Dec-2026 | 25-Dec-2026 | 19 days |
| Stabilization (Rollout 1) | 7-Dec-2026 | 7-Jan-2027 | 32 days |

Rollout 2 – All Remaining Tax & Revenue Programs Including Permits

| Phase | Start | End | Duration |
|----------------------------------|-------------|-------------|----------|
| Preparation | 7-Dec-2026 | 15-Jan-2027 | 40 days |
| Definition | 21-Dec-2026 | 11-Jun-2027 | 173 days |
| Foundation | 25-Jan-2027 | 23-Apr-2027 | 89 days |
| Development | 25-Jan-2027 | 22-Oct-2027 | 271 days |
| Conversion | 28-Dec-2026 | 26-Nov-2027 | 334 days |
| Testing | 29-Mar-2027 | 26-Nov-2027 | 243 days |
| Training | 31-May-2027 | 3-Dec-2027 | 187 days |
| Acceptance & Rollout | 24-May-2027 | 6-Dec-2027 | 197 days |
| Production Hypercare | 6-Dec-2027 | 24-Dec-2027 | 19 days |
| Stabilization (Rollout 2) | 6-Dec-2027 | 6-Jan-2028 | 32 days |

| Rollout 3 – Expanded & Optimized Functions | | | |
|--|-------------|-------------|----------|
| Phase | Start | End | Duration |
| Preparation | 6-Dec-2027 | 14-Jan-2028 | 40 days |
| Definition | 20-Dec-2027 | 9-Jun-2028 | 173 days |
| Foundation | 24-Jan-2028 | 31-Mar-2028 | 68 days |
| Development | 24-Jan-2028 | 18-Aug-2028 | 208 days |
| Conversion (likely unneeded) | 27-Dec-2027 | 25-Aug-2028 | 243 days |
| Testing | 27-Dec-2027 | 25-Aug-2028 | 243 days |
| Training | 28-Feb-2028 | 1-Sep-2028 | 187 days |
| Acceptance & Rollout | 21-Feb-2028 | 5-Sep-2028 | 198 days |
| Production Hypercare | 5-Sep-2028 | 22-Sep-2028 | 19 days |
| Stabilization Period | 5-Sep-2028 | 26-Dec-2028 | 113 days |
| Warranty (Rollout 1, 2 & 3) | 26-Dec-2028 | 25-Dec-2029 | 1 year |

4.2 Milestones

The following Milestones represent invoice points. The Milestone Description defines the criteria for each Milestone approval, which shall be solely at the CITY’s discretion.

| Milestone | Milestone Description |
|-------------------------------------|--|
| GenTax License Installation | Installation is the first task undertaken by the project team. The GenTax Initial License fee is invoiceable once FAST installs GenTax in the hosted environment and the CITY confirms access. |
| Foundation Complete | During the Foundation phase, the project team agrees on a scope for the Foundation configuration. Then, the project team performs the configurations and presents the Foundation configuration to the CITY through a series of verification sessions. The Foundation Complete Milestone occurs once FAST delivers the Foundation configuration verification sessions. |
| Testing Preparation Complete | The Testing Preparation Complete Milestone occurs when the project begins the Testing Phase as outlined in the FastCore Implementation Methodology. Activities include preparing the Test Plan, establishing a testing facility, setting up the test environment software and data, and identifying the following: testers, business test scenarios, approach to executing business testing, modules targeted for performance testing, end-to-end testing approach, and acceptance criteria. Testers will have |

| | |
|---------------------------------|--|
| | received training in using the System and conducting business testing. FAST will continue to complete development tasks while testing begins. |
| Acceptance & Rollout | The Acceptance & Rollout Milestone occurs when the CITY provides Acceptance of the System, approves go-live, and FAST places the System into production. |

4.3 Phases, Activities, and Example Work Products

The following table describes the phases in the FastCore Implementation Methodology and the associated tasks, activities, and example work products. Bolded (*) items are Document Deliverables.

| Phase | Implementation Team Tasks and Activities | Example Work Products |
|-------------------|--|---|
| Preparation Phase | <ul style="list-style-type: none"> Establish team resources and workspaces Complete project onboarding logistics Project planning and scheduling Install GenTax Prepare inventories (correspondence, forms, interfaces, and reports) Develop Business Profiles Perform System overviews Develop Communication Plan | <ul style="list-style-type: none"> Organization Chart Project Management Plan* Project Schedule* Business Profile(s) Communication Plan Inventories of inputs and outputs |
| Definition Phase | <ul style="list-style-type: none"> Business requirements and definition meetings Prepare and verify definition items Developer technical training Confirm infrastructure | <ul style="list-style-type: none"> Business definition items Technical training material |
| Foundation Phase | <ul style="list-style-type: none"> Scope preliminary configuration Implement preliminary configuration <i>Conduct verification sessions</i> | <ul style="list-style-type: none"> Updated definition items |
| Development Phase | <ul style="list-style-type: none"> Perform configurations Develop letters/correspondence Develop reports Develop interfaces Develop additional site functions Verify configured software Prepare Application Security Overview | <ul style="list-style-type: none"> Interface Design Documents Application Security Overview |

| Phase | Implementation Team Tasks and Activities | Example Work Products |
|---------------------|---|--|
| Conversion Phase | Inventory data stores Prepare conversion definition items Perform conversion extracts Develop conversion modules Perform data purification Run mock conversions Verify conversion | Conversion Plan* Data conversion definition items Conversion Reconciliation Report |
| Testing Phase | Prepare Testing Plan Prepare test scenarios Set up test environment(s) Identify and set up testing space(s) Identify and train testers Conduct business testing Conduct converted data testing Conduct performance testing Conduct End-to-End Testing | Testing Plan* Test scenarios Test results |
| User Training Phase | Prepare Training Plan Localize training materials Set up training environment Prepare training courses Identify and set up training space(s) Train trainers (train-the-trainer) Train users | Training Plan* Training material Online help |
| Rollout Phase | Prepare Operations Plan Prepare Cutover Checklist Prepare Help Desk and Rollout Support Plan Run and verify conversion Move configurations and software to production environment Production cutover | Operations Plan* Cutover Checklist Help Desk/Rollout Support Plan Updated Disaster Recovery Plan |
| Production Phase | Perform rollout support Support and maintain production System Support System operations | Defect reporting |

The defined work products include specific items that may be created for the CITY'S sole use. They are managed and stored using FAST proprietary tools. When required by the CITY, FAST shall assist the CITY with data retrieval and export so that the CITY can prepare relevant external reports and update other project management tools.

FAST is not required to use project tracking or reporting tools other than those provided by FAST.

4.4 Acceptance

FAST shall perform activities as described within each phase of the FastCore Implementation Methodology. The CITY shall verify and accept such activities. The CITY's Final Acceptance is required for each Rollout, before placing the System into production use. Notwithstanding, the CITY's Final Acceptance does not relieve FAST of responsibility for providing warranty services (see Section 4.5.1) during the Warranty Period.

The Document Deliverables (bolded in Section 4.3) shall be based on FAST's standard document templates and subject to a formal acceptance process as follows: FAST shall submit the Document Deliverable by the date in the project schedule, or as otherwise mutually agreed. The CITY will review to provide acceptance or non-acceptance within ten (10) business days of submission. Non-acceptance shall be accompanied by a detailed description of the reasons for non-acceptance and the CITY's desired resolution. The process shall repeat with the CITY having five (5) subsequent business days for each review. Each subsequent submission shall solely focus on the non-acceptance items previously identified. If the CITY does not respond within the ten (10) business day period with acceptance or non-acceptance, including to ask for an extension, approval shall be automatic.

Any delay in Document Deliverable acceptance shall not delay the project's progress.

4.5 Warranty, Maintenance, and Operations

4.5.1 Warranty

FAST shall provide a warranty for the System as delivered to production. The Warranty Period begins after the conclusion of the 16-week stabilization period following Rollout 3. The Warranty provides on-site application support services at sufficient levels to ensure, at a minimum, that for the System as delivered at the production rollout:

- defects with GenTax core code are resolved,
- defects with custom site programs are resolved,
- defects resulting from configurations are resolved, and
- the availability and performance of the System are maintained in good running order.

The Warranty is a time-period for providing the services described above and is not a guarantee that all Warranty items discovered during the period will be resolved under Warranty, except Critical and High Warranty Items. The Parties agree that 90 days before the Warranty ends, the Parties will review the open Warranty items for review and prioritization. FAST shall work based on the CITY's priority order until the Warranty expires. Notwithstanding the foregoing, FAST shall always resolve Critical and High Warranty items identified during the Warranty Period, including those identified on the last day of the Warranty period.

Warranty services do not include implementing legislative or other changes.

4.5.2 Application Support

FAST shall provide Application Support services on a time and materials basis when Rollout 1 is placed into production and shall continue as determined by the CITY according to the hourly rates specified herein.

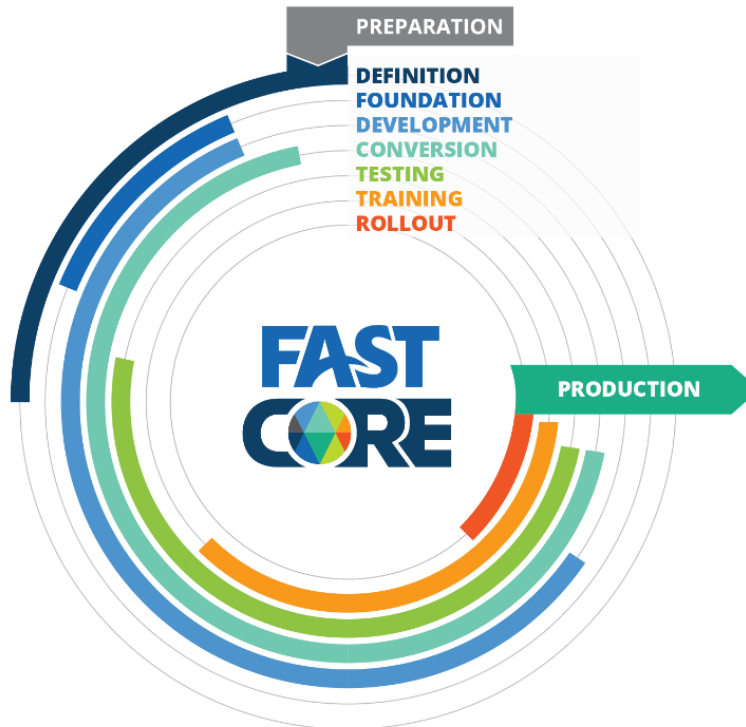
Application Support services include but are not limited to the following:

- Implementing legislative/business changes
- Implementing System modifications and enhancements
- Implementing product hot fixes, service packs, and new versions
- Prioritizing and managing solution requests
- On-call production support
- Coordination with the FAST Development Center
- Configuration assistance
- Application development
- Best practices recommendations
- Monitoring and maintaining performance, stability, and availability
- Resolving System incidents and problems
- Managing System security and role-based access
- Resolving System events and prioritizing the completion of service requests
- Conducting technical training for CITY developers
- Providing technical service desk support
- Supplemental user, developer, or operator training
- Other consulting and services as requested

4.6 Implementation Methodology

This section describes the FastCore Implementation Methodology.

| Phase | Phase Name | Phase Description |
|-------|-------------------|---|
| 1. | Preparation Phase | Develops the roadmap defining how the implementation is to be executed. |
| 2. | Definition Phase | Defines the work tasks necessary to deliver the functionality for the line of business. |
| 3. | Foundation Phase | Structures and implements the starting point for the rollout. Once the baseline is in place, the System supports basic navigation and business function processing. |
| 4. | Development Phase | Gathered definitions are used to produce work packages for developers specifying parameters, select options, thresholds, and other types of configuration, enhancements, or programming. |
| 5. | Conversion Phase | Provides the new System with a base set of data against which the business functions operate. |
| 6. | Testing Phase | Ensures that the production System meets the business needs in a robust and stable manner. |
| 7. | Training Phase | Ensures CITY trainers know how to train users, and users are trained to use the new System. |
| 8. | Rollout Phase | Delivers the lines of business to production. |
| 9. | Production Phase | Provides rollout support and solution-specific help-desk support during the initial production period. When Maintenance and Support Operations options are exercised, this phase includes the operation and maintenance of the solution in production over the long term. |



Section 8 contains the complete FastCore Implementation Methodology.

4.6.1 FastCore Implementation Methodology Overview

During the project’s Preparation phase, FAST shall provide a FastCore Implementation Methodology overview session to the project team to facilitate understanding regarding the steps used to execute project activities within the methodology.

5 Additional Project Items

5.1 Interfaces

FAST’s approach to interfaces is to *preserve existing interfaces* when transitioning to the new System. For example, suppose the legacy system currently hosts a web service to respond to inquiries validating a business license. In that case, GenTax hosts the webservice in the same manner, with the same properties, in the future. This approach reduces risk and helps achieve the schedule.

The FAST and CITY project managers may mutually approve new interfaces and changes to existing interfaces.

5.2 Decision Requests

During a project, questions and issues arise that require direction from the CITY. Items involving day-to-day business activities can often be addressed internally by the project team. However, there will be instances where the item in question is outside the team's decision-making authority. Additionally, some project decisions may cross FAST or CITY boundaries, thereby requiring intervention by upper

management. Also, some project decisions may involve items that are not in scope, could or should be in scope, or may not need to be in scope.

A key element to keeping the project moving is ensuring quick decision-making for business representatives, management, and senior management. If the project team cannot reach a decision internally or if a decision should be escalated, the “Decision Request” process documents the item. It presents options and records a formal decision from the project Steering Committee. Decision Requests also document important or mission-critical decisions the implementation team makes. All decision requests, discussions about the decisions, and final decisions are documented and tracked in the Delivery Workbench tool.

5.3 Pull List

During a project, there will be items not immediately considered for implementation but may, or may not, be “pulled” for implementation later. These items will be placed on a “Pull List.” Reasons for placing items on the Pull List may include complexity and risk associated with implementing the item, lack of apparent need, uncertainty around scope, approach still under discussion, identification too late for the rollout, non-trivial customization of solution, etc. The Delivery Workbench tracks Pull List items for estimation and prioritization. The CITY Executive Sponsor shall review and approve the Pull List prioritization. For example, a new interface (an interface not supported in legacy) may be added to the Pull List and then considered for implementation, budget and schedule permitting.

The project team will attempt to work items on the Pull List, but no item on the Pull List is "guaranteed" or "promised." If an item on the Pull List is a "must have", the Parties may consider "exchanging" this requirement with existing requirements not yet completed to ensure inclusion.

A contract change order may be appropriate if the CITY desires to materially change the project scope or schedule beyond what can be accommodated through the Pull List. In our experience, the Pull List significantly reduces the need for contract change orders.

5.4 Steering Committee

The CITY shall establish an Executive Steering Committee (“ESC”) responsible for decision-making at the strategic organizational level. The committee is not typically involved in the day-to-day project work. Instead, the committee monitors the Pull List and reviews the decision requests, contributes to open discussions on the project, and helps the team reach decisions promoting forward progress. The committee may include the following members:

- CITY Executive Project sponsor
- CITY project manager (non-voting)
- FAST project manager (non-voting)
- CITY executives or designees

The committee is the final level for resolving issues, risks, and corrective actions. The ESC should meet monthly to help the project make decisions beyond the authority granted to the project managers, and SMEs. The project managers will jointly prepare and present a project status report to this committee and help create the agenda for each meeting. The executive steering committee will have the final authority to vote on decision requests and will not be subordinate to any other steering committee.

5.5 City Personnel

5.5.1 Manner of Participation

The Office of Finance has a hybrid telecommute policy that is subject to change.

The Parties agree:

- FAST's preference is for in-person CITY personnel participation.
- The CITY will make its best effort to assign a CITY Program Manager who will choose to be in the office at least four (4) days per week.
- FAST will note a potential for risk if City staff participation is virtual or not in-person. The risk will be monitored for actual impact, and the Parties will enact appropriate mitigation strategies.
- The CITY will collaborate with FAST to coordinate CITY personnel in-office days to maximize collaboration while in office.
- The CITY will encourage its personnel to work with FAST staff in the office while working on this project.
- The CITY agrees that, given notice three (3) business days in advance, FAST may request in-person attendance during critical project meetings, functions, or testing periods.

5.5.2 City Executive Sponsor

The CITY Executive Sponsor shall be a senior executive from the Agency who is invested in seeing the project succeed. They typically have other duties at the Agency and are involved in the project part time. Responsibilities include:

- Secure resources for the project
- Act as a focal and visible champion
- Confirm and communicate the projects' goals and objectives
- Be a decision-maker for the project.
- Act as the public face of the project to external stakeholders.
- Provide support for the CITY Project Manager – assist them with major issues, obstacles, problems, and policy conflicts.
- Serve as a primary liaison between the Executive Steering Committee and project managers.
- Be aware of the project status and, when needed, act to correct course.

5.5.3 City Project Managers

The CITY will designate two Project Managers consisting of a City Program Manager who works in a Finance business unit(s), has extensive taxation business industry knowledge, is a full-time City employee, and is not an information technology professional; and an information technology professional as a co-Project Manager.

The City Project Managers will work at the project site for the duration of the project and prioritize all project work ahead of any other assignment that they may have. They will direct all CITY employees involved in the project for the purposes of the project and have the authority to make decisions on behalf of the CITY for all matters related to the project, including business requirements, work priority, approvals, personnel assignment, invoice approval, project activities, etc.

5.5.4 City Subject Matter Experts (SME)

The CITY will designate SMEs and assign them to the project. The personnel selected as SMEs will be:

- CITY employees adequately resourced for the project. Full time SMEs must be dedicated for the registration, returns, payments, and enforcement areas. Other SMEs can participate as needed according to their area of expertise. Full time SMEs shall be co-located on the project site with FAST employees.
- Reporting directly to the Project Manager on matters related to this project while completing SME duties.
- Communicating decisions, concerns, and issues to team members, peers, upper management, and stakeholders.
- Ensuring the System and new business processes meet the Agency's needs.
- Possess unique recent knowledge of the functions being implemented and current skills in the functional area.
- Empowered to make day-to-day implementation decisions and raise issues to their managers when high-impact or agency wide items arise in their areas of expertise.
- Capable of making decisions and recommendations that put the long-term project goals ahead of specific interests.
- Assisting in fact-finding and information gathering to aid in decisions, configurations, and solutions.
- Assigned to specific teams where they will assist the FAST team managers in the completion of tasks necessary for project implementation
- Assigned to create/review testing scenarios based on their unique knowledge of CITY business processes.
- Assigned to review System configurations and converted data to ensure both meet CITY business needs.
- Assigned to review training needs in their area of expertise.
- Assigned to assist with data purification activities for conversion.

5.5.5 City Testers

The CITY will dedicate part-time personnel to the team to review System configurations and to perform acceptance tests. The personnel assigned to this role should be open-minded and should envision their business processes using new tools.

- Testers will not be needed full-time but should be assigned for periods long enough to identify the issue, explain it to the configuration team, and then retest the result of the configuration change.
- Testers often help with communication and buy-in because they can work for the project team to gain knowledge and confidence in the new System and share this when they return to their units.

5.5.6 City Trainers

The implementation project shall use a train-the-trainer approach to training. FAST shall provide training to CITY trainers, who, in turn, provide end-user training. This approach enables the CITY to assume long-term training capabilities, for example, to train new personnel or help personnel understand new

processes and procedures due to legislative changes and System upgrades. The CITY should assign training personnel to the project with enough time for them to:

- Learn how to perform the business processes and procedures in the new System
- Assist in developing training materials
- Learn basic training techniques
- Practice and walk through training before providing training to end users

5.5.7 City Developers

The CITY may designate developers to work with FAST Implementation Consultants (FAST developers) to configure solutions to meet business needs. They serve on specific project teams. CITY designated developers should be:

- Able to dedicate their time to participating in the implementation project.
- Co-located on the project site with FAST employees.
- Be able to envision current business processes being performed by new tools.
- Individuals who can work in a fast-paced, sometimes noisy, iterative technical environment.
- Fluent in C# or another modern object-oriented programming language.
- Familiar with Structured Query Language (SQL) queries and how to write them efficiently.
- Familiar with the current business processes as solved by the existing legacy system and able to provide the team with information and facts about counts and amounts for legacy processes.
- Communicators who can relay information and specifics about the project and the new System to fellow IT staff that are not on the project team.
- CITY employees with unique recent knowledge of the functions being implemented and current skills in specific functional areas.

5.5.8 Third-Party Contractors

Approval of FAST invoices, deliverables, and Milestones are to be done by CITY employees or the CITY Project Manager.

FAST does not intend to use third-party contract staff for this implementation.

5.6 FAST Personnel

5.6.1 Executive

This role is Key Personnel as defined in the Master Agreement:

- Name: Shayne Scott
- Assignment Duration: One month after Rollout 3

The FAST project executive is a senior FAST executive who serves in a part-time role that supports the Agency and FAST project team in delivering the FAST software. The project executive manages the contractual relationship between FAST and the Agency, provides strategic direction on implementation issues, and serves as the liaison to coordinate with Agency program sponsors, senior Agency managers, and external stakeholders.

5.6.2 Project Manager

This role is Key Personnel as defined in the Master Agreement:

- Name: Jared Wolfgang
- Assignment Duration: One month after Rollout 3

The FAST Project Manager (PM) serves as senior, full-time FAST project representative, manages all FAST resources, and develops and maintains the overall project plan. Roles and responsibilities include:

- Serve as FAST’s primary point of contact for the project.
- Foster a strong relationship with the Agency.
- Work with the Agency to identify and communicate project objectives.
- Promote FAST’s implementation methodology.
- Participate in the steering group meetings and cooperate with Agency executives.
- Manage FAST’s role in status reporting, quality, issues, risks, and change control.
- Ensure adherence to the project contract and budget.
- Manage the Agency’s relationship with FAST senior management.
- Oversee and direct all FAST project resources and day-to-day project activities.
- Delegate responsibilities to the project Architect and Team Managers based on the project details.
- Manage project schedules, tasks, and timelines.
- Organize team status meetings.
- Resolve business decisions and issues, including helping to identify when decision requests are needed.
- Identify, manage, and track risks and issues using Delivery Workbench.
- Support team morale, organize team events, foster cross-team communication, and promote team member or team recognition.
- Prepare status reports and presentations as determined by the CITY.
- Serve as a senior FAST subject-matter expert on the project.
- Provide HR management and support for project team members.
- Manage FAST’s overall project budget and invoices.
- Interact with other FAST sites and participate in FAST-wide PM-related meetings and activities.
- Keep up to date on core best practices by monitoring the FAST Forums, attending the yearly PM Conference, and reaching out to FAST “experts” beyond the project.

5.6.3 Architect

This role is Key Personnel as defined in the Master Agreement:

- Name: Billy Goyette
- Assignment Duration: One month after Rollout 3

The Application Architect supports the FAST PM and is responsible for the functional aspects of the solution, including custom components and System interfaces. They lead the identification, definition, and implementation of business requirements to ensure that the solution meets Agency and user needs. They also manage definition and development activities.

The Application Architect’s roles and responsibilities include:

- Participate in definition meetings, demos, business discussions, and design sessions.

- Gather and analyze data in support of business cases, development initiatives, and System requirements.
- Provide requirements and business process support within and external to the project team.
- Raise, monitor, and resolve decision requests.
- Support the PM and oversee the technical aspects of project work.
- Delegate responsibilities to project Team Managers based on the project details.
- Work closely with the PM and the Technical and Conversion teams to set standards.
- Promote cross-functional team communication.
- Attend team status meetings.
- Assume overall responsibility for ensuring that the delivered solution meets the Agency’s business requirements while keeping the project following best practices.
- Keep up to date on core best practices by monitoring FAST Forums, attending the yearly Architect Conference, and reaching out to FAST “experts” beyond the project.

5.6.4 *Functional Lead*

This role is Key Personnel as defined in the Master Agreement:

- Name: David Wong
- Assignment Duration: One month after Rollout 3

The FAST functional lead directly supports the FAST PM and is responsible for the functional aspects of the solution, custom applications, and project interface components. He leads the identification, definition, and implementation of business requirements to ensure that the solution meets agency and user needs. He also manages definition and development activities.

The Functional Lead’s roles and responsibilities include:

- Participation in definition meetings, demos, business discussions, and design sessions.
- Gather and analyze data in support of business cases, development initiatives, and system requirements.
- Provide requirements and business process support within and external to the project team.
- Assume responsibility for ensuring that the delivered solution meets the agency’s business requirements while keeping the project following best practices.

5.6.5 *Technical Lead*

This role is Key Personnel as defined in the Master Agreement:

- Name: Felix Ching
- Assignment Duration: One month after Rollout 3

FAST’s technical lead is responsible for the environment changes with site-specific design extensions and database schemas, the hosted GenTax platform/environment, and overall tuning and optimizing performance of the GenTax system.

The Technical Lead’s roles and responsibilities also include:

- Monitoring the configuration, tools, and repositories to ensure quality processes are maintained.
- Overseeing implementation of security measures and server backup and providing support to agency security administrators.
- Providing technical support to the project team.

- Leading the design and architecting of hosting systems.
- Performance tuning, capacity planning, and troubleshooting.
- Ensuring adherence to technology standards and IT best practices.
- Delivering proactive measures to provide optimal system performance and reduced information system risks; focuses on assisting FAST customers and personnel with security issues and improving security posture.

5.6.6 Team Manager

Team Managers lead the development of specific areas of the System and supervise developers. Team Managers work closely with Agency staff, the Project Managers, the Architect, and other project teams. Roles and responsibilities include:

- Work closely with Agency SMEs to ensure that the overall solution meets user needs.
- Assist the Agency with preparing inventories and business profiles.
- Organize and facilitate definition meetings and demos.
- Promote the FastCore Implementation Methodology, educate Agency staff, and support SMEs through the implementation process.
- Manage the following for their functional team:
 - Prepare and refine development plans in Delivery Workbench.
 - Manage and monitor schedules, definitions, and development tasks.
 - Keep Delivery Workbench up to date for team activities.
 - Manage the detail-level scope to ensure that business needs are being met without scope creep.
- Manage the team, including both FAST and Agency staff, through the implementation process:
 - Manage work assignments and conduct regular check-in meetings with the staff to ensure that the work is progressing as planned. Provide support and feedback to the team.
 - Keep track of the development progress and assist with development activities.
 - Ensure that developers conform to the design criteria, standards, constraints, policies, and interface or integration requirements established for the project.
 - Support technical training activities, including sharing knowledge between FAST and Agency developers.
 - Support team members when they require assistance from the project Architect or other teams.
 - Act as a role model to all the team members and enforce high standards within the team.
- Provide status updates and raise any issues to the PM and Architect.
- Complete any additional tasks delegated by the PM and Architect.

5.6.7 Developers

Developers configure and develop System functionality for specific areas of the System. In addition to acting as consultants, some developers may also serve as Team Managers on various project teams. Developer responsibilities include:

- Work closely with Agency SMEs to ensure that the solution meets user needs.
- Support the business with verification, demo, and testing activities.

5.6.8 Training Team

The Training Team Manager role is Key Personnel as defined in the Master Agreement:

- Name: Kendall Schuck
- Assignment Duration: One month after Rollout 3

The Training team consists of a single Training Team Manager and multiple team members. The Training Manager is responsible for planning, organizing, and overseeing project-related training activities. The Training Manager is responsible for developing and coordinating the training program for project staff and users. Training Manager responsibilities include:

- Assist with project staff training and Agency demos.
- Promote the FAST implementation and training methodologies.
- Support project activities (System overviews, kick-offs, SME training, etc.).
- Work closely with the Technical, Conversion, and Functional teams on the Training environment setup, maintenance, training data buildout, and training material reviews.
- Plan, organize, and support project- and System-related communication and/or change management activities, if applicable.
- Create training-related deliverables, such as the training approach and training and/or communication plans.
- Support the review and approval of the applicable project deliverables (e.g., training or communication plans).
- Report the training progress to the project team and Agency management.
- Complete any additional tasks delegated by the PM and Architect.

5.6.9 Testing Team

The Testing Team Manager role is Key Personnel as defined in the Master Agreement:

- Name: Zane Dickens
- Assignment Duration: One month after Rollout 3

The Testing team consists of a single Testing Manager and, as needed, additional testing coordinator(s). The Testing team is responsible for overseeing project testing-related activities, including Business and End-to-End Testing.

- Assist with project staff training and Agency demos.
- Promote the FAST implementation and testing methodologies.
- Support project activities (System overviews, kick-offs, SME training, etc.).
- Work closely with the Project Manager, project Architect, and functional Team Managers to ensure cross-team communication.
- Assist with cross-team pre-testing activities, if applicable.
- Create the testing-related deliverables, such as the Testing Plan.
- Support the review and approval of the applicable project deliverables (e.g., Testing Plan).
- Report the testing progress to the project and Agency management.
- Complete any additional tasks delegated by the PM and Architect.

5.6.10 Conversion Team

The Conversion Manager role is Key Personnel as defined in the Master Agreement:

- Name: Khuzaima Mushtaq

- Assignment Duration: One month after Rollout 3

The Conversion team consists of a single Conversion Manager and multiple team members. The Conversion Manager is responsible for the organization, management, and execution of the conversion process to move legacy data into the FAST solution. Conversion team members work closely with the Conversion Manager and complete any delegated tasks related to the execution of the conversion process. Conversion Manager responsibilities include:

- Guide the Agency throughout the conversion process and explain the FAST conversion approach.
- Assist with conversion verification activities.
- Provide lists for data purification activities.
- Work and communicate with Agency resources for extracts and other legacy system needs.
- Support Agency technical staff and data extractors.
- Create the conversion-related deliverables, such as the Conversion Plan.
- Support the review and approval of the applicable project deliverables (e.g., Conversion Plan).
- Report conversion progress to project and Agency management.
- Complete any additional tasks delegated by the PM and Architect.

6 Reserved

7 Additional Terms

7.1 Value Added Services

FAST shall provide the following Value Added Services when elected by the City. Should the City elect to enable a Value Added Service, the applicable pricing applies as defined below.

7.1.1 FAST Batch Monitoring Services

Also known as Fast Application Monitoring. Provides quality job stream monitoring services that remove the burden from an agency. Requires CITY agreement to the Fast Application Monitoring Statement of Work, to be provided by FAST upon CITY request. If the CITY elects this option, the cost will begin according to the Contract year below:

| | | | | |
|----------------|----------------|----------------|----------------|----------------|
| Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| \$150,000 | \$156,000 | \$162,000 | \$168,000 | \$175,000 |
| Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
| \$182,000 | \$189,000 | \$197,000 | \$205,000 | \$213,000 |
| Year 11 | Year 12 | Year 13 | Year 14 | Year 15 |
| \$222,000 | \$231,000 | \$240,000 | \$250,000 | \$260,000 |

7.1.2 FAST Audit Services (FAS)

FAST requires CITY agreement to the FAST Data Services (FDS) Terms of Service, to be provided by FAST upon CITY request.

FAS provide agencies with cloud-based solutions and centralized FAST support for alleviating staff workload and enhancing audit initiatives. The services are designed to significantly reduce agency effort in implementing, maintaining, and continually optimizing modern analytics-based audit programs, and the solutions fully integrate with the GenTax user interface.

FAS is supported by dedicated FAST data analysts who tailor the solution’s built-in analytics to target agency-specific audit issues and objectives. The FAS solution automates data analytics and audit-selection processes through use of agency taxpayer data that is further supplemented by data from public-records providers and other data sources. It tracks and maintains behavioral data by logging taxpayer activities and recording information like collected revenue, filing trends, and compliance results. Behavioral data is analyzed and integrated into predictive models to continually improve audit selection, activities, and results. Agency auditors and other staff access FAS features and functions directly from the GenTax user interface.

The initial setup cost (Year 1) shall be \$1,200,000. Years 2-15 costs are annual subscriptions. If the CITY elects to begin these services outside of Year 1, the initial setup cost will increase by 3% for each year and then the applicable annual subscription will pick up in the year following the setup.

| | | | | |
|----------------|----------------|----------------|----------------|----------------|
| Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| \$1,200,000 | \$650,000 | \$676,000 | \$703,000 | \$731,000 |
| Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
| \$760,000 | \$790,000 | \$822,000 | \$855,000 | \$889,000 |
| Year 11 | Year 12 | Year 13 | Year 14 | Year 15 |
| \$925,000 | \$962,000 | \$1,000,000 | \$1,040,000 | \$1,082,000 |

7.1.3 FAST Collection Services (FCS)

FAST requires CITY agreement to the FAST Data Services (FDS) Terms of Service, to be provided by FAST upon CITY request.

FCS supplements GenTax collections functions by providing agencies with a FAST-managed, cloud-based solution that integrates with GenTax to conduct analytics, scoring, prioritization, and recommended actions for collections. Like FAS, the FCS solution is supported by FAST data analysts who tailor the solution’s analytics to target agency-specific collection-program objectives. FCS uses a combination of agency taxpayer data, aggregated public data, and historical outcomes of collection actions to provide recommended approaches for most efficiently and effectively recovering debt. The solution generates collection ‘decision plans’ within GenTax, which users can access to view, filter, and apply recommended collection actions, either individually or in bulk.

The initial setup cost (Year 1) shall be \$1,200,000. Years 2-15 costs are annual subscriptions. If the CITY elects to begin these services outside of Year 1, the initial setup cost will increase by 3% for each year and then the applicable annual subscription will pick up in the year following the setup.

| | | | | |
|----------------|----------------|----------------|----------------|----------------|
| Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| \$1,200,000 | \$650,000 | \$676,000 | \$703,000 | \$731,000 |
| Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
| \$760,000 | \$790,000 | \$822,000 | \$855,000 | \$889,000 |
| Year 11 | Year 12 | Year 13 | Year 14 | Year 15 |
| \$925,000 | \$962,000 | \$1,000,000 | \$1,040,000 | \$1,082,000 |

7.2 SMS Service

FAST requires CITY agreement to the FAST SMS Terms of Service, to be provided by FAST upon CITY request.

FAST offers a cost-effective SMS Gateway service that fully integrates with GenTax for processing text messages related to user and customer two-factor authentication, appointment scheduling, and other use cases. The FAST SMS Service improves certainty in message delivery and provides delivery confirmations for messages sent to recipients using carriers that support delivery notifications.

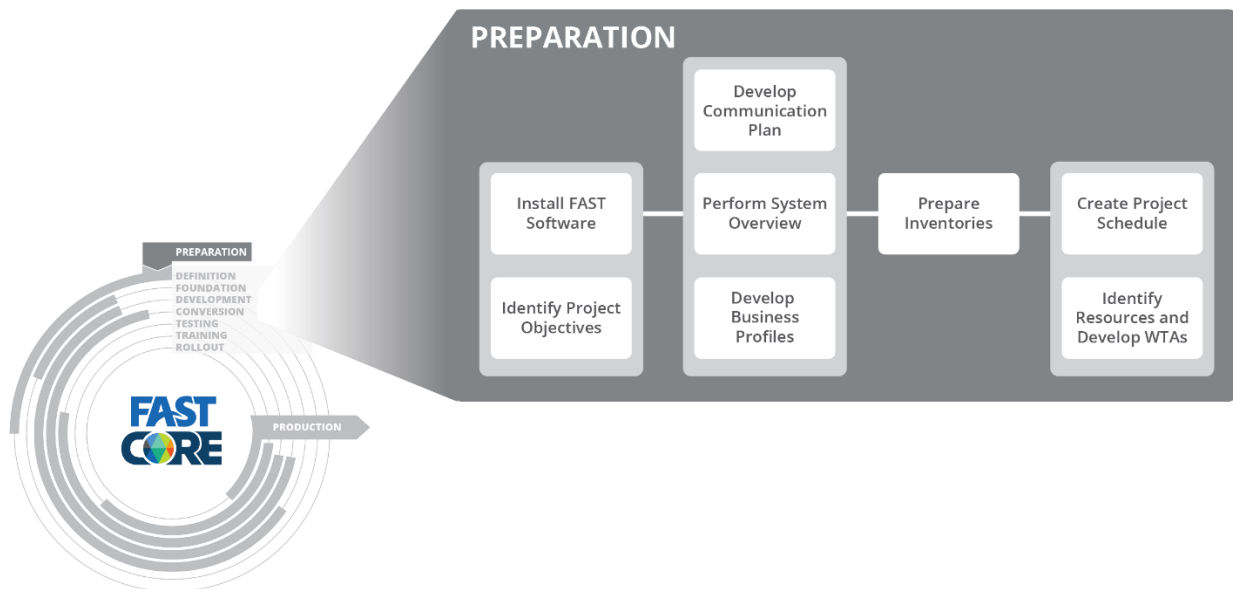
FAST invoices clients quarterly, in arrears, based on monthly usage with a \$500.00 per month minimum charge. GenTax includes detailed reporting tools to monitor usage. Priced by usage.

7.3 FAST Translation Services

FAST Translation Services provides language translation for use in customer facing agency text including web portal screen, mailed correspondence and other communication channels. FAST Translation Services are offered at an hourly rate of \$210/hour. This rate is applicable to the first year of the contract. Subsequent years are subject to increases based on the consumer price index (CPI). Priced hourly.

8 FastCore Implementation Methodology

8.1 Preparation Phase



The Preparation phase involves the installation of our software solution and the importing of standard configuration. Other Preparation activities include identifying, documenting, and communicating project objectives; developing the project Communication Plan; presenting system overviews; preparing Business Profiles; finalizing the scheduling of general timelines for the rollouts; confirmation of project infrastructure; inventory of inputs and outputs for the various rollouts; and resource identification and assignment.

8.1.1 Install FAST Software

The FAST software and its generic configuration are fully installed during the first weeks of the project. During installation, the technical team runs various tests and diagnostics to verify that the software is operational and to identify and resolve any issues. Since the FAST software is a browser-based application, a desktop browser shortcut can be pushed to project team members' workstations at this point.

8.1.2 Identify Project Objectives

The project management team identifies, documents, and communicates the objectives of the project.

8.1.3 Develop Communication Plan

The Communication Plan is developed as a baseline for educating stakeholders about the new system and the project implementation. The Communication Plan allows the agency to manage expectations around potential changes to the organizational structure or other large, planned changes, as well as communicating the system's benefits to stakeholders. The agency may develop a plan using a FAST template or FAST can support updating the agency's existing plan.

8.1.4 Perform System Overview

Team managers provide an introduction to the functional capabilities of the solution to agency technical and business team members. Each module that will be implemented is demonstrated. Participants develop a common understanding of the approach and terminology.

In addition, the FAST project manager provides an overview of the integrated Delivery Workbench. Delivery Workbench provides functions for creating, organizing, and managing the implementation project through the tracking of project tasks, assignment of resources, and identification of issues. Delivery Workbench displays the calendar-based project schedule in a visual and hierarchy-based Gantt chart format. Tasks and subtasks are organized into groups and projects and can be associated with a variety of information, such as start and end dates, task assignments and owners, attributes, notes, attachments, and statuses. Technical and business team members can subscribe to project items to receive notifications of schedule modifications, updates, or new task assignments.

8.1.5 Develop Business Profiles

A Business Profile is prepared for each line of business that is included in the implementation. The profiles document high-level statistical and processing information. In addition, an early assessment of the organization is performed to better understand any potential needs or obstacles that may have an impact on the project's acceptance by a line of business.

8.1.6 Prepare Inventories

Each implementation is required to support site-specific forms, correspondence, interfaces, and functions. These site-specific items can apply to all or individual in-scope lines of business. For each line of business, an inventory of inputs and outputs is prepared. This inventory includes all correspondence, forms, and reports. Changes are identified and Delivery Workbench items are completed for businesses in the first group to be implemented.

8.1.7 Create Project Schedule

While the business lines are being profiled, they are grouped according to their business areas and impact on existing systems and organizational units. For each grouping, or rollout, a release date is identified as part of the general timeline determined for the implementation.

Project schedules are created within Delivery Workbench. A high-level project schedule is created for each rollout and associated detailed project schedules are created for conversion, testing, and training.

8.1.8 Identify Resources and Develop Work Team Assignments

The roles needed for the implementation of the business groupings are identified and a project organization chart is created.

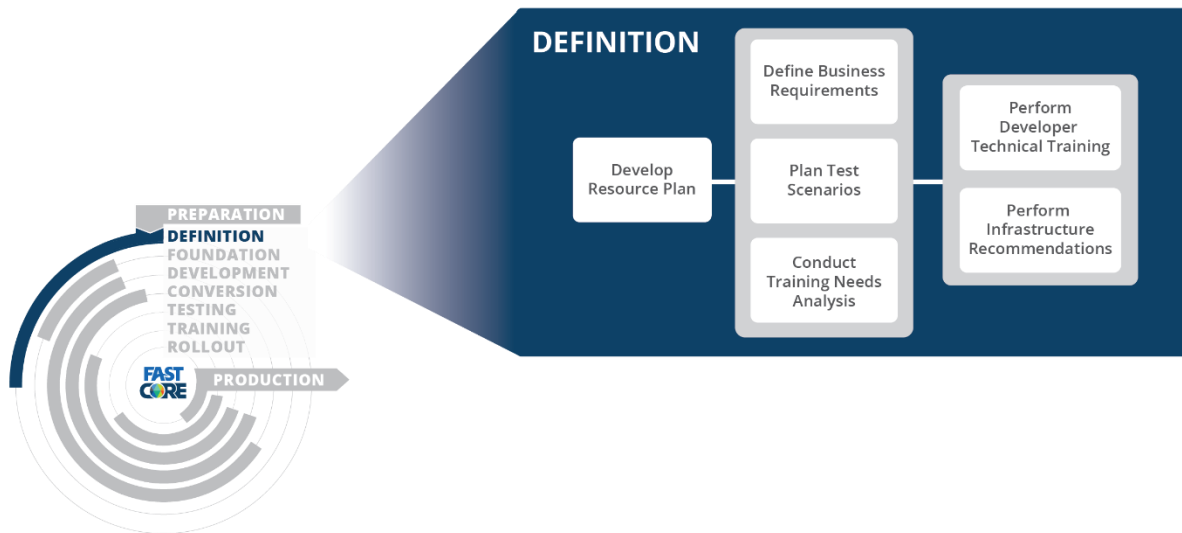
Teams are usually structured in one of the following ways:

- Function-centric organizational structure: Teams are organized by function across all lines of business in scope. On projects consisting of multiple rollouts, this structure is often used during the first rollout.
- Product line-centric organizational structure: Teams are organized by product line or account type across all functions. This structure is used for projects that entail multiple rollouts and is used primarily to implement new product lines after an initial implementation project is complete.

In addition to the application teams, support teams are formed to address the following aspects of implementation across all phases and business lines:

- Conversion and bridging
- Security administration
- Training and organizational support
- Testing administration
- Functional and technical support

8.2 Definition Phase



The Definition phase focuses on the definition of work that will be performed to deliver the system functions. This phase includes multiple project definition activities, including resource planning, requirements gathering with business experts, initial planning of test scenarios, conducting training needs analysis, developer technical training, and finalizing the infrastructure recommendations.

8.2.1 Develop Resource Plan

A Resource Plan is developed to ensure the appropriate human resources are assigned to the project, including full- and part-time resources. The Resource Plan helps to ensure that these resources possess the necessary skills, or are trained if any skill gaps exist, in order to ensure that project tasks are completed correctly and on schedule.

The plan typically includes information regarding the following topics:

- Roles and responsibilities of team members throughout the project
- Project organization charts
- Staffing management plan, including:
 - How resources will be acquired
 - How resources will be replaced if an exit occurs
 - Timeline for resources and skill sets
 - Training required to develop skills

8.2.2 Define Business Requirements

Definition meetings performed in this step provide details for how the team will implement the FAST software to meet the agency's business needs. The project team holds definition meetings with designated agency business unit representatives, as well as representatives of applicable third-party entities, to gain a thorough understanding of the requirements for each business area. Through collaboration with these representatives, the project team documents the information necessary for

configuring agency-specific business processes and functionality in the FAST software. This process allows the agency to confirm the more detailed scope of the functionality to be delivered.

These business requirements are documented as Definition Items in Delivery Workbench, where they form the foundation for work in the subsequent Foundation, Development, and Testing phases of the FastCore Implementation Methodology.

8.2.3 Plan Test Scenarios

Test scenario planning begins once initial business requirements are defined. The project testing team works closely with designated agency scenario writers and project development teams to plan testing scope based on the defined business requirements. This includes creation of test scenario groups in Delivery Workbench, planning scenario outlines and writing of test scenarios.

8.2.4 Conduct Training Needs Analysis

Training needs analysis is conducted during the Definition phase, ahead of the Training phase of the FastCore Implementation Methodology. During this early stage, the project training team analyses agency organizational charts and the structure of the agency, conducts job shadowing activities with business staff and meets with agency management to evaluate training needs. This includes conversations about business unit organization, number of employees, office locations, logistical and other considerations. Training needs analysis includes initial conversations about training scope based on the defined business requirements. This information serves as important input during development of the training approach and plan for the agency.

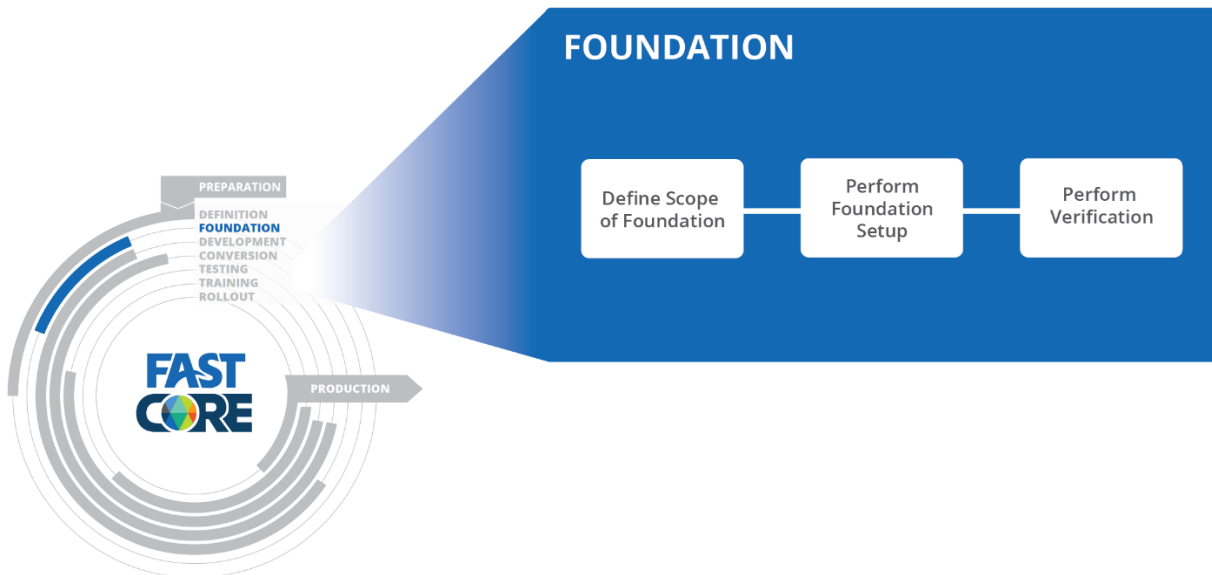
8.2.5 Perform Developer Technical Training

Agency developers assigned to the project are trained in the solution's development and configuration environment and tools. In some circumstances, it is possible to begin developer technical training during the Preparation phase.

8.2.6 Perform Infrastructure Recommendations

This step confirms the proposed infrastructure presented during project procurement. Confirmation of the proposed infrastructure is usually performed in parallel with a review of the current technical infrastructure. This review includes network, hardware, operating system (OS), storage, desktop software, and associated logistics. This process validates that the proposed infrastructure can be configured successfully for incorporation into the current technical infrastructure and determines the strategy and timing for the use of existing inventory and/or new purchases.

8.3 Foundation Phase



In the Foundation phase, the system begins processing the high-level requirements for the rollout. Once the baseline is in place, the system supports basic navigation and key functional areas.

8.3.1 Define Scope of Foundation

Using the definitions created in the Definition phase, a subset of development items is identified to be implemented as the baseline. The baseline normally consists of items that do not require enhancements or programming, but such activities may be included—particularly if they are high-profile or critical to business operations.

8.3.2 Perform Foundation Setup

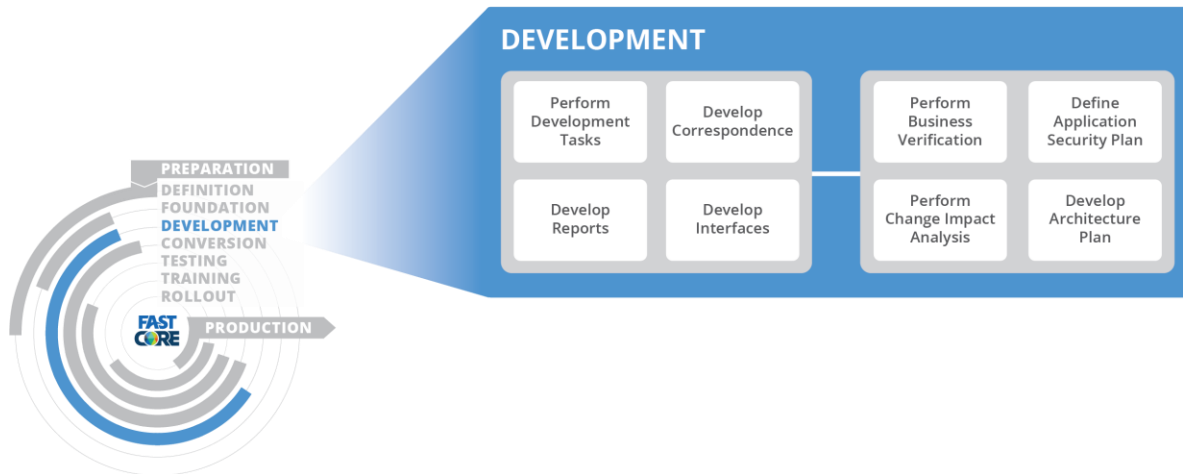
The project teams carry out the design and configuration tasks for the items identified in the Define Scope of Foundation step.

8.3.3 Perform Verification

At this point, users on the project team get their first hands-on exposure to their installation of the solution. The Perform Verification step provides both a communication and revision mechanism for the teams. At this time, the system is not yet complete and instabilities should be expected.

It is important to remember that the goal of this step is not to present a complete, robust, production-ready system, but to confirm the direction being taken using an iterative *design-review-confirm* approach. This verification, along with the business process changes identified in the Definition phase, provides the Training team with a foundation of the major areas that will be affected by the implementation of the solution. This understanding helps them prepare the best course of action for a smooth transition of the workforce.

8.4 Development Phase



Many aspects of development take place in virtually all project phases. During the formal Development phase, however, the gathered definitions are used to produce development tasks for developers, which are used for specifying parameters, selecting options, defining thresholds, and performing other types of configuration, enhancements, or programming. Work in this phase consists largely of developing correspondence, reports, interfaces, and site-specific programming, as well as reviewing configuration and establishing application security requirements and configuration.

The development tasks mentioned above are defined, assigned, and tracked within Delivery Workbench. Developers can then access either a Gantt chart or calendar view of assigned tasks to help manage their workload and managers can easily track task assignments and their associated statuses.

8.4.1 Perform Development Tasks

Development tasks involve the completion of the identified configuration and site-specific programming tasks needed to meet the requirements identified in the Definition phase. This activity involves the completion of configurations, the development of necessary site-specific programs, and the confirmation of these tasks. Confirmation includes developer testing as well as user verification of the implemented functionality. Maximum flexibility is a primary design goal of the software, but not every aspect of the solution is configurable. Some truly unique variations may require programming to support specialized functions. Site components are programmed during the Development phase and can be maintained, enhanced, or augmented by the agency over time. Site components work seamlessly within the software while minimizing the impact on future product upgrades. The site components are transparent to the user—a single, consistent, and integrated solution makes the user unaware of when they are accessing a core product or site-specific function.

FAST software is built on C#. All custom components are developed on the same platform using the Microsoft Visual Studio Integrated Development Environment (IDE). FAST has created a number of add-ins for this IDE that enable developers to create business objects that inherit and reference the appropriate architectural components of our software. These add-ins enable the efficient creation and testing of custom components that conform to FAST's development standards and seamlessly integrate with the core software product.

8.4.2 Develop Correspondence

The project team performs the configuration and development needed to implement the in-scope correspondence. Although a variety of correspondence items are provided as core product models, most agencies have unique business needs that cannot be satisfied by preexisting templates. Simple correspondence typically requires only a template with associated text and a few configuration rules related to security, requesting, and generation. More complex items may require site-specific extensions to be developed during this phase.

8.4.3 Develop Reports

The project team performs the configuration and development needed to implement the in-scope reports. A variety of mechanisms are available to obtain information from the system, including core product searches and list windows, configurable query result list windows, configurable data cubes, formal reports, and dynamic reports created by users. For business reporting needs that cannot be satisfied through configuration, development of site-specific extensions may be required.

8.4.4 Develop Interfaces

The project team performs the configuration and development needed to implement the in-scope interfaces. Configuration and development are based on the completed Interface Design Documents (IDDs) linked to the interface development task in Delivery Workbench. The IDD identifies each interface, the data required, the interfacing organization, and other key characteristics. We expect to evaluate the required interfaces during the Development phase and to choose an appropriate approach given the source, platform, and volume of data.

8.4.5 Perform Business Verification

Prior to completing the Development phase, each completed functionality is made available to the users to allow hands-on review and verification of its implementation. This allows the project team to quickly and iteratively identify and remedy issues prior to the start of formal Business Testing.

8.4.6 Define Application Security Plan

A security implementation strategy, structure, and plan are developed. The agency begins to gather user functional access requirements.

8.4.7 Perform Change Impact Analysis

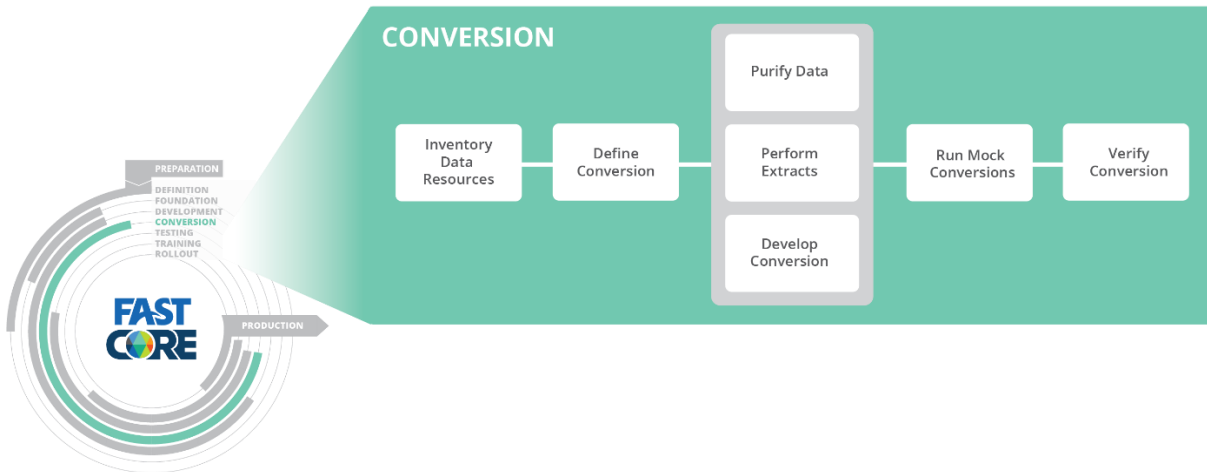
The potential impacts of organizational changes as a result of the FAST software implementation are identified and assessed. For each significant change that is identified, the team will determine which stakeholders will be affected, how they will be affected, known resistances to change, and the most effective methods of assimilating each change into the organization. The project team will also determine who will implement the change management methods identified (assignments may be both internal and external to the project team).

8.4.8 Develop Architecture Plan

The Architecture Plan ensures that the needed project infrastructure is in place. This includes location, network, hardware, development software, and associated logistics.

While the Infrastructure Recommendations document (from the task [Perform Infrastructure Recommendations](#)) identifies what FAST recommends should be installed, the Architecture Plan documents more completely what is planned to be installed at the agency.

8.5 Conversion Phase



Conversion is an iterative process that purifies, extracts, converts, verifies, and reconciles legacy data for use in the new system. In the Conversion phase, legacy data from various sources is converted into the target database of our software solution.

CONVERSION PROCESS



The conversion process starts early in the project to allow time for purification and to allow a fully converted database to be used during End-to-End Testing. As the cutover date approaches, the mock conversion activity includes optimizing the time it takes to convert the whole database so that conversion is completed in the time allotted during cutover. At cutover, the production database and feeder systems are addressed according to a Cutover Checklist so that conversion can be conducted without conflict.

8.5.1 Inventory Data Resources

Existing data sources are inventoried for each of the lines of business that are being converted. The inventory of data sources is used to define the scope of agency data that is available for the conversion process. Each data source is reviewed for integrity and quality.

8.5.2 Define Conversion

Similar to the functional teams, the Conversion team holds a series of meetings to gather information and define the conversion of legacy data using the FAST conversion approach.

The output from these meetings is documented in Definition Items. The Definition Items include details such as:

- Manual versus automated processes
- Customer information
- Approach to historical data
- Number of years of data
- Financial detail versus summaries
- Approach to work in progress
- Impact on new system processes and organizations
- Interim conversion manual or automated processes

Development items for Conversion team members are then created from the Definition Items to allow the Conversion manager to manage the completion of the necessary conversion work. During this step, a conversion schedule that includes high-level conversion milestones is added to Delivery Workbench.

8.5.3 Purify Data

Prior to the execution of the conversion, the data from each legacy source is inspected to determine whether there are inconsistencies in the data. These inconsistencies are resolved by developing and executing strategies to purify the data prior to conversion.

Data anomalies are tracked through purification items in Delivery Workbench and typically undergo the following steps:

1. Identification of the data anomaly
2. Resolution of the anomaly
3. Contingency planning for unresolved anomalies

8.5.4 Perform Extracts

Conversion extract processes are developed and led by the agency IT staff to access conversion data sources and extract data. The export format can use the native format, when supported, or be placed in a delimited text file format. The conversion extract process also provides control reports that detail the extraction process and are used for reconciliation.

8.5.5 Develop Conversion

Conversion loads include functionality to:

- Validate extract files
- Consolidate and transform legacy data
- Load new data structures
- Reconcile extracts

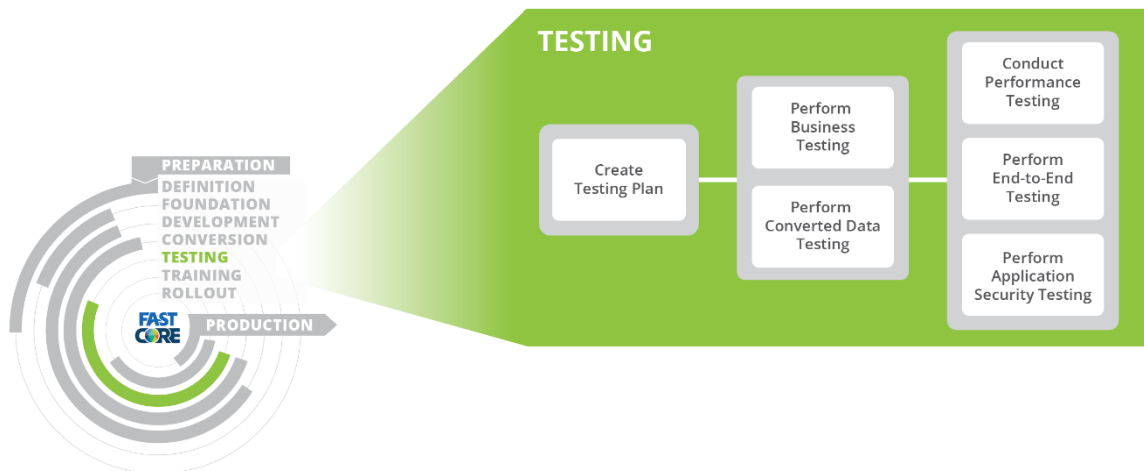
8.5.6 Run Mock Conversions

Conversion is not a one-time event. For high data volumes, mock conversions are initially performed on a small subset of data and then on increasingly larger subsets. Once a mock conversion is complete, a final reconciliation report is created, including counts of migrated data elements and financials.

8.5.7 Verify Conversion

One or more complete mock conversions are performed to provide the basis for user verification of the converted data. Verification is supported by a reconciliation document that describes how converted data is reconciled with its legacy source.

8.6 Testing Phase



The Testing phase ensures that the production system can meet the agency's business needs in a robust and stable manner. This phase involves identifying system and specification instabilities or issues.

8.6.1 Create Testing Plan

This step begins toward the end of the Development phase, while the configuration is being confirmed and verified by developers and business staff. Testing is focused on testing business functions and outcomes as opposed to individual screens or background processes. The Testing Plan identifies:

- Testing roles and responsibilities
- Verification Testing overview
- Approach and schedule for:
 - Scenario writing
 - Business Testing
 - Converted Data Testing
 - Interface Testing

- End-to-End Testing
- Performance Testing
- Security Testing
- Acceptance criteria

8.6.2 Perform Business Testing

Business Testing is performed by end users to verify that all system functionality meets a department's business process needs and performs as expected. Functional scenarios are written prior to system testing and will be executed by the testing group. Test scenarios ensure that business processes configured in the system flow seamlessly and perform the correct functions to support daily business activities. Anomalies identified during testing are recorded and tracked to resolution. Testers are also asked to execute ad hoc testing. Further, during this step, agency testers may identify additional high-impact business process changes that can be addressed within the Change Impact Analysis task.

8.6.3 Perform Converted Data Testing

The data conversion process is iterative—data from legacy systems is extracted and converted so it can be used by a FAST application. Mock conversions are conducted, after which the converted data is verified.

During verification, users verify that the data migration process functions properly and without data corruption. Verification is performed on a select population of the converted data and ensures that the converted information accurately represents the legacy information.

8.6.4 Conduct Performance Testing

Performance Testing measures the response times, transaction rates, and other time-sensitive requirements of the FAST application. The goal of Performance Testing is to verify and validate that the performance of the system meets business needs given a specified set of conditions (e.g., number of transactions, number of users, peak load times and volumes, etc.).

A selection of high-volume items, both online and batch, are selected and used to:

- Plan background processes
- Ensure response times
- Validate network throughput

8.6.5 Perform End-to-End Testing

End-to-End Testing is the final step in the Testing phase. End-to-End Testing is conducted in the Staging environment with an agency's converted data from full mock conversions. This testing is often performed in parallel with the final steps of Converted Data Testing.

This testing activity uses the full functionality of the system to replicate daily business activities with converted data. End-to-End Testing has the following objectives:

- Ensure that the system correctly executes business functions
- Ensure that the system correctly executes external interfaces (inputs and outputs)

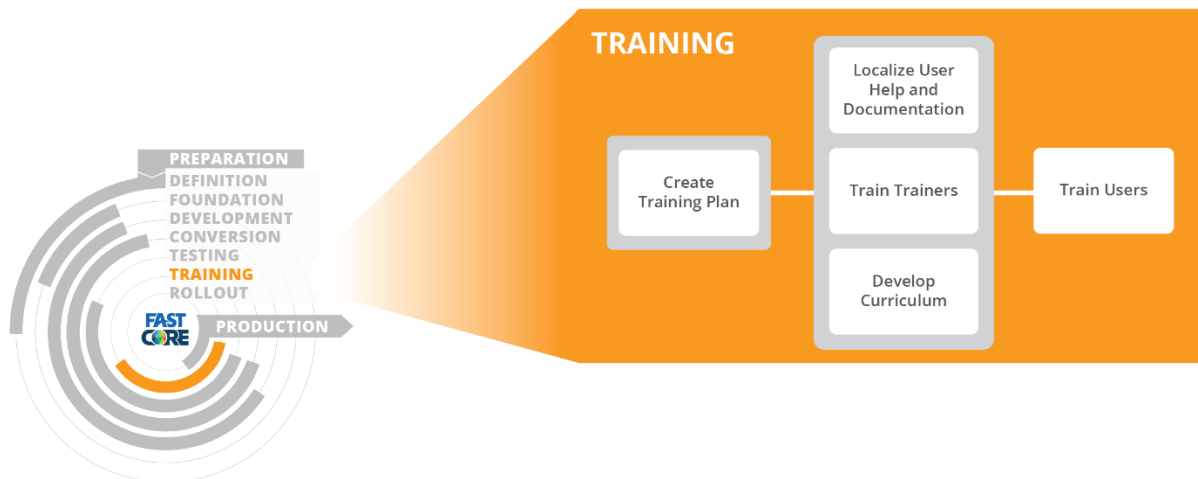
- Ensure that system functions triggered by a production job correctly execute the required functionality
- Ensure that database additions, modifications, and tracing are correct

During End-to-End Testing, an emphasis is placed on testing interfaces. The FAST team manager(s) responsible for handling interfaces on the project works closely with the agency to ensure the full participation of the agency’s business partners in the testing process. Business Testing and End-to-End Testing constitute what is commonly referred to as *User Acceptance Testing*.

8.6.5.1 Perform Application Security Testing

Security Testing is performed during the End-to-End Testing process when overall system functionality is stable. This step specifically tests that the access security rules are applied and meet the department’s business process needs. The test scenarios focus on the functions that are designed to restrict access based on the roles of various users.

8.7 Training Phase



The Training phase focuses on preparing system users to perform their jobs in the new system. The approach includes multiple tiers of training using a train-the-trainer methodology and is designed to address the various needs of different users. Part of the training emphasis is on guiding users through the business process changes that are being implemented by the project.

8.7.1 Create Training Plan

The Training Plan lays out the approach to training, including:

- Identifying trainers and trainees
- Selecting the training venue(s) and equipment
- Deciding on the format (presentation versus hands-on)
- Coordinating with testing activities
- Analyzing the impact of training on the agency organization

- Preparing the training schedule (a detailed delivery schedule for the training modules)

To create a Training Plan, trainers may engage in tasks early in the project, such as job-shadowing and office visits, to better understand current processes and training needs.

8.7.2 Localize User Help and Documentation

This step defines the user Help and documentation, including online, paper, and “quick reference” materials. FAST provides a built-in Help system with core help topics that can be localized and updated with agency specific information. Additional documentation may be created based on available core materials and updated to reflect site-specific processes prior to delivery to the users. The business process changes identified as part of Change Impact Analysis task help inform additional documentation needs.

8.7.3 Train Trainers

For most projects (based on the number of trainees), a “train-the-trainer” approach is used to prepare agency trainers to deliver training to business users.

8.7.4 Develop Curriculum

Depending on the size and scope of the implementation, training can involve tasks such as:

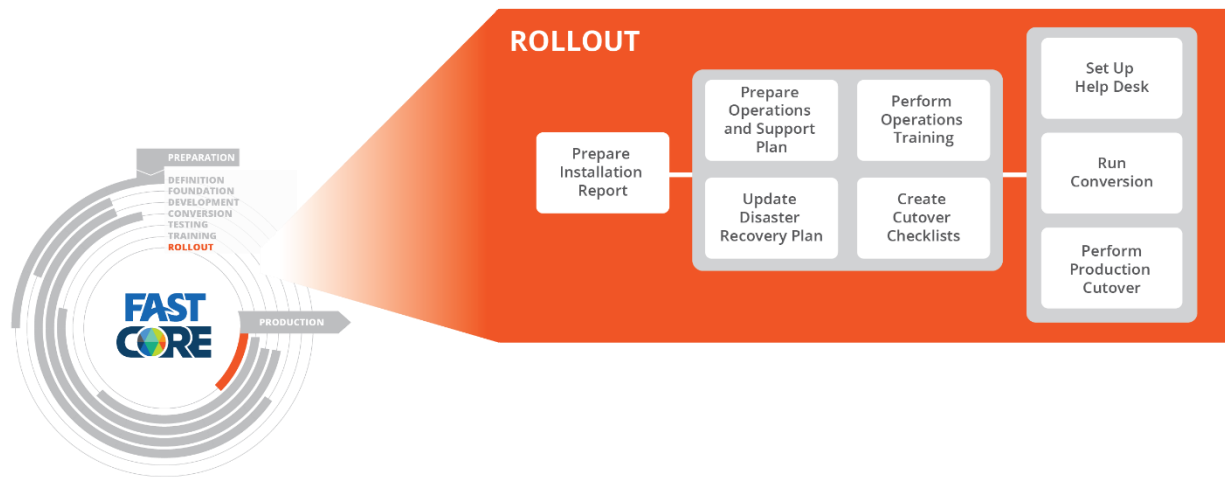
- Preparing site-specific exercises to accompany FAST’s computer-based training modules (Basics tier)
- Training workshops and materials for job-specific training (Specifics tier)
- Customizing training delivery methods, training modules, and exercises to reflect the agency’s configuration and business processes.

Training is typically supplemented by freeform system usage (with users practicing in the system) and support (after implementation to reinforce learned skills). Agency trainers help create and enhance the training curriculum with site-specific functionality and business procedures.

8.7.5 Train Users

Users are trained by agency trainers and/or FAST trainers. FAST implementation consultants and the agency project staff support the trainers by providing technical assistance and specialized instruction during training delivery.

8.8 Rollout Phase



The Rollout phase focuses on activities that are necessary for a smooth and successful deployment of the software for usage by the agency staff and customers.

Preparations for the rollout are captured in a series of Cutover Checklists created and managed within Delivery Workbench for ease of task assignments.

8.8.1 Prepare Installation Report

This step documents the go-live infrastructure topology including basic network design. Not required for cloud-hosted systems.

8.8.2 Prepare Operations and Support Plan

The Operations and Support Plan details how the new system will be supported in production. These details include the hours of operation, on-call support, hardware responsibilities, application responsibilities, and support team structure.

8.8.3 Perform Operations Training

The Operations and Support Plan details the processes associated with the required day-to-day operations, including:

- Bringing the application up or down
- Executing scheduled tasks
- Diagnosing and remedying common problems
- Scheduling backups

Agency personnel are trained in carrying out these tasks.

8.8.4 Update Disaster Recovery Plan

The agency’s existing Disaster Recovery Plan is updated to cover the new application and its platform or, alternatively, a new plan is developed collaboratively with the agency. The plan details which strategies the agency has or will implement to mitigate the impact of unforeseen events.

8.8.5 Create Cutover Checklists

A Cutover Checklist provides a list of interrelated steps and activities that must be coordinated to ensure a smooth and successful rollout. A high-level checklist is prepared to communicate the general schedule to agency personnel. A detailed, step-by-step checklist is prepared for the project team to follow. The checklists are socialized so that all project team members, management, and other stakeholders are aware of the progress toward cutover weekend.

8.8.6 Set Up Help Desk

A transitory solution-specific help desk provides a triage function—routing non-solution-related calls, responding to and managing solution-related help calls, and sometimes dispatching specialists from the project team to provide assistance in person. As the number of solution-related calls to the help desk dwindle, the solution-specific help desk services shift back to the agency’s general help desk service.

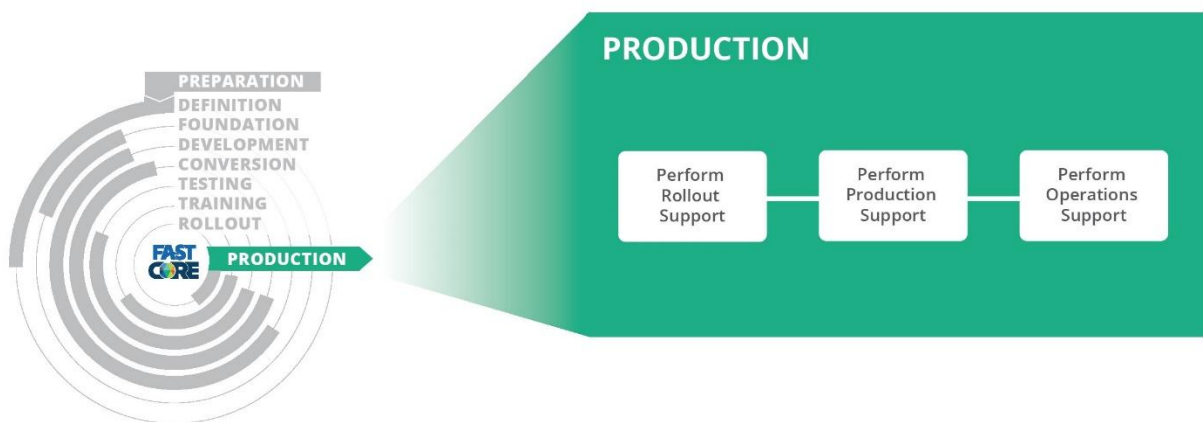
8.8.7 Run Conversion

Conversion processes are executed, databases are backed up, application servers are readied, and application shortcuts are installed on user desktops.

8.8.8 Perform Production Cutover

The system goes live. Deskside support is provided to users and operations are carefully monitored.

8.9 Production Phase



8.9.1 Perform Rollout Support

Immediately after transitioning to production, a Rollout Support team is deployed to assist users affected by the rollout. This team is comprised of the project team and agency staff members who are most familiar with the software solution and new business processes. They remain on duty for the initial days or weeks that the new system is in production. Rollout Support personnel are available to answer any questions that arise during those initial weeks. Users may have questions or may simply want someone standing by as they perform new tasks. Rollout Support can be provided in person or remotely, depending on the agency's needs and logistical specifics. As the need for rollout support diminishes, availability of project team members is also scaled back.

8.9.2 Perform Production Support

The project team performs the activities needed to support the system in production. The project team establishes how affected business units submit service requests (SQRs) to the Production Support team. Agency leadership establishes a governance method to assess which requests for system corrections, changes, and enhancements are addressed. The selected method sets out how service requests are prioritized. Project leadership assigns project team resources to respond to service requests, either as part of the ongoing implementation team or as a distinct sub-team. Project leadership also sets out how service requests are assigned to team members, how the work is conducted and managed, how progress is monitored and reported, and how system changes are authorized for production.

The project team monitors the system as it operates in production. The team establishes a means to respond to users who submit usage questions and who request assistance after the deskside support effort ends. The team also watches how the agency uses the new system to identify trends in user errors, to identify growing work backlogs, and to identify possible system refinements.

8.9.3 Perform Operations Support

Nightly operations execute the end-of-day jobs that are not run during the online day. The Batch manager is the FAST tool that organizes, executes, and monitors jobs. The Batch manager is designed to run batch processes with limited operator intervention. However, it is important that the job stream be monitored to ensure that any problems that may occur during processing are addressed as soon as possible.

Typically, during an acceptance period immediately after each rollout, the FAST Development team is responsible for monitoring batch processing. The responsibility is typically transitioned to a jurisdiction night operator. Alternatively, the FAST Night Operations team at FAST Headquarters can monitor a jurisdiction's job stream for an annual fee.

Interventions and unsuccessful jobs that occur in the job stream or during the online day are submitted as SQRs and remedied by the Production Support team.

9 FAST Hosting Specifications

9.1 Hosting Definitions

- **Actual Uptime:** total hours in the calendar quarter minus the number of hours in the calendar quarter during which the Hosted Services are substantially unavailable and such unavailability is outside of the scheduled downtime.
- **Availability:** suitability or readiness for use as measured at the Hosted Services perimeter.
- **Business Continuity Plan:** a document that contains the critical information a business needs to stay running despite adverse events.
- **Disaster:** an event that destroys all or part of a Hosted Service, including IT equipment or services, and prevents continued operations.
- **Disaster Recovery Plan:** a documented process and/or set of procedures to recover and protect an IT business service in the event of a disaster.
- **Force Majeure Event:** an unforeseeable event with natural or man-made causes that results in the inability of a party to meet its contractual obligations.
- **Hosted Services:** the infrastructure and services provided by FAST, as described in this document.
- **Planned Uptime:** total hours in the calendar quarter minus the scheduled downtime.
- **Recovery Point Objective (RPO):** the maximum amount of data – as measured by time within the Hosted Services Production system that can be lost due to a disaster or *force majeure* event.
- **Recovery Time Objective (RTO):** the maximum amount of time the Hosted Services Production system can be down after a disaster or *force majeure* event has been declared.
- **Scheduled Downtime:** a planned timeframe that may result in interruptions to part or all of the Hosted Services as required to perform maintenance or implement enhancements.
- **User Response Time:** measured duration of a server-side program execution, starting and ending at the Hosted Services perimeter.

9.2 Introduction

FAST provides Fast Hosting Services (the “Hosted Services” or “Hosting”) to combine infrastructure, services, and software as the purpose-built, optimal platform for hosting GenTax. Hosted services include infrastructure management, routing and firewall services, security services and compliance, and a high-speed network backbone for virtual hosts and database servers.

FAST shall provide the platform for all GenTax environments required hereunder. The FAST team manages the platform, services, and other underlying components. These responsibilities include continuing compliance, management, maintenance, security, and monitoring to ensure optimal operation.

FAST hosting services depend on provisioning the infrastructure for both production and non-production environments in full compliance with the standards and specifications for the GenTax software. These standards and specifications encompass hardware, software, database specifics, tools and utilities, naming standards, access privileges, and other such items. Any variation from the FAST infrastructure standards and specifications could make it impossible for FAST to give any assurances with respect to

delivery timeframes, system performance, system availability, system stability and reliability, data security, costs, recoverability in the event of a disaster, and other such items.

FAST will provide and manage commercial cloud hosting, initially using the AWS Commercial Cloud. FAST hosting provides the following features backed by service level agreement expectations:

- System Operation:
 - Quarterly SLA reporting as described in this SOW.
 - Performant systems
 - Production systems with High Availability (HA). The HA shall be set to synchronous mode with servers located in disparate commercial cloud availability zones within a specific region.
 - Production environments with Disaster Recovery (DR) in a separate commercial cloud region.
 - Backups and long-term backup retention.
 - FAST-standard change management process.
 - The change management policies discussed here apply to the technical environment, not the GenTax application. Application changes use change management policies as established by FAST and the CITY.
- Data protection:
 - Adherence to principles of least privilege and separation of duties.
 - Infrastructure hardening.
 - Continuous monitoring.
 - Reoccurring compliance assessments.
 - Third-party audit compliance engagements.
 - All data at rest and in transit will be encrypted.

9.3 Personnel

FAST will provide staff members to design, manage, administer, support, and secure the Hosted System, including:

- System Engineers
- Network Engineers
- Information Security Officers
- System Monitoring and Operations Team Members
- Account Managers and Onboarding Specialists

Hosting personnel are not dedicated to the implementation project or ongoing support teams as they manage infrastructure across all FAST hosted clients.

All FAST personnel managing infrastructure and systems undergo recurring background checks and annual security training. FAST does not subcontract Hosting Services work; however, the team may leverage assistance from professional service teams and software providers who will follow FAST policies and procedures.

FAST shall provide a hosting Account Manager who coordinates management and onboarding. They also serve as the Hosting Services primary point of contact (POC).

9.4 Hosted Environments

FAST shall provide the following GenTax environments required for the FastCore Implementation Methodology:

- Development
- Testing
- Staging
- Production
- Training
- Conversion (during implementation only)
- FAST Central Repository (FCR)
- FAST Central Repository Testing (FCS)

Hosting includes infrastructure for the customer-facing e-Services portal and, when required, FAST Environment Sets to support concurrent activities such as production support, rollout development, service packs, and version upgrades.

FAST shall provision underlying system capacity to meet or exceed Service Level Agreements. In addition, FAST may make periodic minor adjustments to the underlying systems to support the SLAs at FAST's sole discretion with appropriate notification to the CITY.

Use cases beyond the expected scope that require additional environments or services may result in additional costs to cover extra licensing, infrastructure, storage, and maintenance. Should such a situation arise, FAST shall inform the CITY of such costs, and the CITY shall determine if it wishes to proceed with the initiative requiring additional capacity. Examples include:

- Multiple Staging environments.
- Storing large data sets not contemplated by the conversion scope in this SOW.
- Non-standard operational requests resulting in substantial AWS cost increases.

9.5 Technical Services

FAST shall provide the following technical services as part of Hosting:

- Database Administration services to perform database administration, security, encryption, maintenance plans, backup plans, restore testing, etc.

9.6 FAST Managed Services on AWS Commercial Cloud

FAST will procure, provision, and manage Amazon Web Services ("AWS") to host GenTax and its related systems. FAST shall continually own the AWS tenant and all included services.

AWS Specifications include:

- Cloud - AWS Commercial Cloud.

- Services - Native cloud services are selected where appropriate. These services are included in the costs provided.
- OS and DBMS licensing – The system shall use the PostgreSQL database platform, and licensing is included and provided through the AWS platform.
- Allocation - Systems reside in an AWS cloud region using high availability zones. Within a high availability zone, failover and data replication occur nearly instantaneously.
- For disaster recovery in the production environment, FAST will use replication between AWS regions for virtual machines and their associated data. FAST shall set the disaster recovery replication protection policy across AWS regions to 60 minutes for production data. Note: 60 minutes is currently the lowest possible setting within AWS
- Connectivity – The CITY must procure and maintain connectivity to the hosting platform, whether via internet, AWS Connect, or VPN tunnels, etc. FAST will work with the CITY to advise on the best connectivity options.

9.7 Cloud Services and Software

The Hosted Services include resources for cloud services and the software required to support the CITY. FAST reserves the right to deploy, remove, or modify resources at its sole discretion, provided service level agreements, performance targets, and other contractual requirements continue to be met.

9.7.1 Cloud Services

By providing Hosting Services, FAST manages its AWS to provide services on behalf of the CITY. The AWS Cloud services include computing, storage, networking, security, and other native cloud services. Permissions for the AWS Console are strictly limited to FAST employees and its authorized subcontractors, as permitted under this Agreement.

If it becomes necessary to change commercial cloud providers (for instance, due to commercial conditions, available functionality, etc.), FAST will notify the CITY at least ninety (90) days in advance, explaining the reasons for the transition and providing a detailed timeline for how the change will occur. FAST will carry out the migration when approved by the CITY, which approval shall not be unreasonably withheld, and with minimal impact on system operation.

9.7.2 Software

The Hosted Services shall include software used to provide hosting services. Examples of the included software are:

- Operating systems
- Networking systems
- Relational database management systems
- Security information and event management (SIEM) products
- Remote access solutions
- Endpoint security
- Backup and restore solutions
- Disaster Recovery (DR) solutions

Permissions for accessing the Hosted Services systems are strictly limited to FAST employees who require access. To remain in compliance for applicable audits, FAST follows industry guidelines for account auditing and review.

Please note that FAST only installs enterprise software common to all FAST-hosted clients and procured through the FAST software and services acquisition process. Therefore, CITY software cannot be installed within the Hosted Services environment.

9.8 Client Support

9.8.1 Support Hours

FAST provides extended 24x7x365 on-call support as appropriate and required to meet service-level and other contractual obligations.

9.8.2 Issue Reporting

Hosting Services issues should be reported to on-site FAST personnel when present. These resources will coordinate with Hosting Services personnel.

If onsite personnel are not present or unreachable, FAST provides a ticketing system for reporting issues. Higher-priority issues can be escalated via the FAST emergency contact number, 1-888-465-7670, or by contacting other established communication channels.

FAST will train CITY users on reaching FAST Hosting prior to implementation.

9.8.3 Client Communication

FAST provides an Account Manager responsible for coordinating Hosting Services management and onboarding efforts. They also serve as the hosting primary point of contact (POC). However, FAST may leverage onsite technical resources and/or FAST Centralized Tech resources to provide client communication as appropriate.

9.9 Data Protection

In addition to the protections set forth in the MA, FAST shall provide data protection for the Hosted Services and the data contained within by implementing applicable controls conforming to NIST SP 800-53 and IRS Publication 1075 specifications. FAST administers data protection using standard policies and procedures common to all FAST-hosted clients. The AWS platform provided in the Hosted Services is FedRAMP moderate certified.

9.10 Environment Protection

The GenTax application provides software-level data protection by restricting access to data by default. In addition, the Staging, Conversion, and Production environments containing production-sensitive data employ production security and connectivity restrictions and database auditing. The connectivity restrictions ensure that all access outside the application occurs only from within the AWS environment via authorized devices or access from the servers themselves. The Hosted Services provide traceability for all database actions and queries run by developers, system administrators, and database administrators.

FAST makes these audit logs available from within the GenTax application so authorized CITY users can review the activity according to the CITY's log review policy. Audit log review for acceptable access to CITY Data is the CITY's responsibility.

Please note that only data included in the Conversion data scope will be brought into the Hosted Services environment.

9.11 Compliance Frameworks

FAST shall provide a FedRAMP Moderate compliant infrastructure environment using AWS Commercial Cloud.

FAST uses the National Institute of Standards and Technology (NIST) Special Publication 800-53: Moderate-Impact Baseline and IRS Publication 1075, and CJIS requirements as the basis for many of its policies and procedures.

FAST is compliant with the REAL ID Act, in accordance with § 37.41(b)(2).

FAST has achieved the SSAE 16 SOC 2 Type II audit report. This audit is against the Security and Availability principles of the Trusted Security Criteria. These principles are two of the five principles that SOC audits are performed against to achieve the system security certification for our hosted environments. In addition, AWS completes annual third-party compliance audits which includes SSAE 16, and the resulting SOC 2 Type II and SOC 3 reports. The AWS Commercial Cloud is also FedRAMP certified at the Moderate level.

9.12 Compliance Assistance

To aid with CITY compliance requirements, FAST assists with, but does not own, the following efforts as applicable to the Hosted Services:

- CITY reviews (when mutually agreed-upon)
- SSA audits and notification process
- CJIS compliance and notification process
- CITY system security plan (SSP) update assistance
- CITY business continuity plan update assistance
- CITY DR plan update assistance

FAST agrees to provide the CITY documents, summaries, attestations, or other specific information pertaining to CITY audits or information requests as applicable to the Hosted Services. This shall not be interpreted to require FAST to disclose its entire Hosted Services policy and procedure library. Documents containing particularly sensitive information, as solely determined by FAST, shall not be released in full but may be viewed by the CITY via screen share or another mutually agreed secure mechanism.

The Hosted Services do not require payment card industry (PCI) Data Security Standard (DSS) certification as GenTax does not store, transmit, or process cardholder data. FAST understands that the CITY, as a merchant, may be subject to certain PCI DSS requirements. FAST agrees to provide the CITY with information related to the subset of self-assessment questionnaire (SAQ-A) controls applicable to GenTax and to aid in completing a PCI DSS assessment.

9.13 Infrastructure Facilities

AWS providers complete annual third-party compliance audits, including SSAE 16 with the resulting SOC 2 Type II, SOC 3 reports, and FedRAMP certification. Evidence of these audits shall be furnished to CITY upon request. However, an additional NDA with AWS may be required prior to receiving such information.

9.14 Infrastructure Hardening

FAST shall harden the Hosted Systems to include:

- End-to-end encryption for data in flight and at rest
- Antivirus, malware, and spyware protection
- Distributed denial-of-service (DDoS) internet protection
- Intrusion prevention systems (IPSs) and intrusion detection systems (IDSs)
- Web application firewall (WAF)
- Next-generation firewalls (NGFWs)
- Logical network separation for clients (as appropriate)
- Federal Information Processing Standard (FIPS) 140-2 OS settings
- OS hardening includes industry standards, such as Center for Internet Security (CIS) Benchmarks, requirements from the supported compliance frameworks, and FAST best practices.

9.15 Third-Party Penetration Testing

FAST shall perform third-party penetration testing on an annual basis to assess the overall Hosted Services security posture. The penetration test is limited in scope to the Hosted Services and occurs at the FAST headquarters on the standard installation. A penetration test of the current version and one prior version of the base GenTax application maintained by FAST will be conducted annually. The FAST Information Security team shall review the findings and create remediation plans, as applicable. A summary of the Hosted Services penetration testing will be provided to the CITY. A summary of the application-specific penetration test described above shall be available to the CITY on request.

9.16 Internal Scans

FAST shall conduct regular and recurring internal vulnerability scans on the Hosted Services. The results of these scans are reviewed by the FAST Information Security team and remediation plans are put in place, as applicable. Applicable internal scan records can be provided by FAST to the CITY, upon request, as part of any investigation pertaining to the system.

9.17 Network Configuration Reviews

FAST Network administrators shall perform configuration reviews on a regular recurring interval established by FAST policies, but at least semi-annually. The review of connectivity (ports, protocols, and access) includes:

- Examining implemented connectivity
- Confirming the need for connectivity
- Reviewing documentation and justification for the connectivity

9.18 Security Information and Event Management

Hosted System logs are processed by a FAST security information and event management (SIEM) system. These security event logs include information from all systems, such as firewalls, switches, load balancers, servers, operating systems, virtualization software, and security software. The FAST Information Security team monitors for anomalous or suspicious activity within these components. If an anomaly is detected, the team initiates the *Incident Response Plan*. This plan shall be practiced regularly to ensure its operational readiness. FAST shall provide evidence of practice and SIEM functionality upon request. Please note that applicable SIEM logs may be provided by FAST to the CITY as part of an applicable investigation. However, logs are not forwarded to a CITY SIEM.

9.19 Incident Response Plan

FAST provides an Incident Response Plan for the Hosted Services, which can be reviewed with the CITY on request. Key steps and notifications from that plan are included below:

1. FAST is notified of a Breach/Cyber Incident.
2. FAST's Incident Response procedures begin.
3. If it is determined that there is a breach:
 - a. FAST will determine if personal information is reasonably believed to be obtained by an unauthorized person. In coordination with FAST's Legal team, applicable FAST staff shall gather the following information:
 - i. Date and time the incident/breach occurred
 - ii. Date and time the incident/breach was discovered
 - iii. How the incident/breach was discovered
 - iv. Description of the incident/breach and the data involved, including specific data elements, if known
 - v. Potential number of records involved; if unknown, provide a range if possible
 - vi. Address where the incident/breach occurred, clients or customers affected?
 - vii. Assets and Resources involved (e.g., laptop, server)
 - b. The FAST Legal team will immediately notify the CITY.
4. FAST and the CITY determine the legal and reporting requirements for those affected, if any.
5. If applicable, FAST and the CITY prepare notifications within the timeframe required for the affected entity, either directly or through a third-party service. Notifications may include the following parties:
 - a. Customers
 - b. Local or State Entities
 - c. Regulatory Entities such as the IRS, SSA, or other applicable federal government entities.
6. FAST and the CITY shall work with notified entities as incident response procedures continue

9.20 System Backups

FAST shall schedule, monitor, retain, and test backups for the Hosted System and key databases for other environments containing audits or data required for compliance. Non-production environments containing replicated production data, if any, will have the same backup security controls as applied to the production environments. Production backups are tested via Staging environment restores, which can include full, differential, and transaction logs to test a complete restoration, and a specific point-in-time

restoration. FAST generally performs weekly staging environment restores with exceptions to account for CITY and project needs as appropriate.

Long-term backup retention for Hosted System backups meets or exceeds applicable compliance, regulatory controls as appropriate for data classification and FAST policies.

If the CITY terminates the Hosted Services, FAST returns CITY data in a mutually agreeable format. The default is native database backups.

9.21 Disaster Recovery

FAST shall provide disaster recovery for the production Hosted System environments protected in alignment with the RPO and RTO SLAs. Non-Production environments are not part of the FAST DR Plan or annual DR testing process. The staging environment is a copy of the production environment and can be replicated at any time, eliminating the need for disaster recovery setup. Configuration and components unique to the staging environment, e.g., items not yet moved to production, are tracked within the production FCR environment, making it possible to recreate the environment to materially match what it was at any point. The staging system database that contains application audit records is backed up and any recreation of that environment would include a restoration of that database. The development and testing environments are protected by multiple redundant copies of daily database backups. These database backups can be used to recreate the environment in its entirety. Non-production environments shall not be subject to RTO or RPO requirements but FAST shall provide its best effort in making these environments accessible in the event of a DR. In general, data loss for non-production environments should not exceed 24 hours. Please note that FAST application development work is protected by the production FCR environment, which includes code, documents, and table check-in/out features along with environment migration records.

FAST shall maintain a DR strategy for the hosted systems, including:

- A Disaster Recovery plan
- Process for declaring a disaster after being mutually agreed upon by FAST and the CITY
- FHS business service production environments and their dependencies that are in scope
- Documented cutover steps necessary to execute moving Production services from the primary to the secondary region

Note: On CITY request, FAST can assist with updating CITY DR and business continuity plans as relevant to the Hosted Services for use in the event of a DR execution.

FAST DR shall include the following elements:

- The replication link between the primary and secondary regions is maintained by AWS.
- If the primary region is anticipated to be offline or unusable for more than 21 consecutive days, FAST evaluates bringing additional non-production environments online at the secondary region.
- The interface and service availability in the DR environment are prioritized as FAST and the CITY have mutually agreed. If a failover occurs, critical items are available first, secondary items become available next, and the least-important services may be delayed.
- The recovery point objective (RPO) defined in this SOW is monitored and reported on.
- The recovery time objective (RTO) is monitored and reported on during annual testing.
- If DR is initiated, failback to the primary region is possible, but the automation and testing of this protection is not in scope

9.21.1 Disaster Recovery RPO

For production environments operating in AWS availability zones, the recovery point objective (RPO) is zero (0). Outside of availability zones (e.g., disaster recovery in a separate AWS Region), the RPO shall be less than or equal to four hours and is included in the standard quarterly report.

- ➔ The actual RPO is typically less and varies based on the data change rate. Change rates tend to be lower during business hours and high during batch (offline) processing.

9.21.2 Disaster Recovery RTO

For production environments operating in AWS availability zones, the recovery time objective (RTO) is nearly instantaneous (< five minutes). Outside of availability zones (e.g., disaster recovery in a separate AWS Region), the recovery time objective (RTO) is 12 hours. However, once a disaster has been declared, the actual recovery time to bring the production systems online in the secondary region is typically much less.

9.22 Activity Reporting

9.22.1 Post Incident Analysis (PIA)

Availability related service disruptions are handled in accordance with the FAST Incident Communication Plan. In the event of an unplanned system and/or network outage, FAST establishes a communication lead responsible for delivering the Post Incident Analysis (PIA) to the CITY within one day after incident resolution.

9.22.2 Support and Issue Reporting Hours

FAST shall provide support and issue reporting 24x7x365 via the FAST emergency phone number. In addition, communication can occur using other established communication channels as mutually agreed upon by FAST and the CITY.

9.22.3 Disaster Recovery Testing

For production environments, FAST personnel perform DR testing annually. Additional CITY testing is supported when requested in advance of the annual testing at a mutually agreed time. The most recent annual report is available upon CITY request.

Annual DR verification testing of FAST services:

- Emphasis is on the GenTax application availability and data verification.
- Basic network connectivity to external interfaces.
- Depending on the scope of the verification, some steps may impact the system at the primary region.
- Data modifications made during the annual verification exercise are not replicated from the secondary region back to primary region.
- Verification testing does not include complete failovers between regions.
- CITY leads the management of the DR testing effort, internal/external communication effort, and evidence collection. FAST will provide guidance and assistance as appropriate.

9.22.4 Long-Term Backup Retention

Long-term backup retention for Hosted System backups shall meet or exceed the applicable compliance and regulatory controls (as appropriate for data classification), and FAST policies. The retention timeframe is established based on a mutually agreeable schedule with the CITY. The most recent annual report will be provided to the CITY upon request.

9.23 Hosted Services Exclusions

The Hosted Services do not include the following:

- Printing equipment and services, such as post-printing processes (folding, stuffing, etc.) or installing printers on the Hosted Services. Back-end processing to prepare messages, notices, and other content prior to actual printing may be performed within the hosted system.
- Equipment for the opening, scanning, data entry, or processing of documents
- CITY infrastructure, telecommunications, and networking
- Email SMTP relay and sFTP services (FAST can provide these at additional cost)
- CITY site internet circuits, including private circuits
- Connectivity to the AWS Commercial Cloud
- CITY workstations, software, or help desk support
- Third-party software other than that which is required to deliver the standard Hosted Services
- Procuring/providing third-party authentication tools

10 Tax Programs by Rollout

10.1 Rollout 1

| |
|--|
| GrossReceiptFund/Class1 Ord 183419 (LGR1) *Child Care Provider/Multimedia Businesses/Telephone Companies/Tugboat and Barge Operators (L041); Wholesale Sales (L042) (Reclassified under LGR1 effective 1/1/2015) |
| GrossReceiptFund/Class2 Ord 183419 (LGR2) *Antique Show Promoter/Office Commercial Bldg. Rental/Hotel, Apartment/ Swap Meat Operator (L043); Laundry, Cleaner, Shoe Repair/ Retail Sales (L044); Radio and TV Broadcaster/Theater (L045) (Reclassified under LGR2 effective 1/1/2015) |
| Collection Agency / Personal Property Rental / Sporting Events / Storage, Freight Forwarder/ Vending Machines (L046) |
| Commission Broker / Telemarketing (L047) |
| Miscellaneous Services (L048) |
| Professions / Occupations (L049) |
| Mutual Funds (exempt effective 1/1/14) (L149) |
| Retailers of New Passenger Motor Vehicles (L171) |
| Sidewalk Vendors (started 1/1/2020) (L144) |
| Contractor (L188) |
| Contractor Contractor - B Gross (L288) |
| Sale of Real Property (L193) |
| Auctioneer (L055) |
| Billiards (L062) |
| Amusement Machines (L063) |
| Adult Arcade (L763) |
| Music Machines (L064) |
| Service Machines (L265) |
| Service Machines (L465) |
| Bowling Alley, Skee-ball, etc. (L070) |
| Rides (L094) |
| Lending Money (L108) |
| Motion Picture (L109) |
| Motion Picture Multi (L309) |
| Stevedores (L142) |
| Common Carrier Bus (L187) |
| Transporting Persons (L194/L294) |
| Trucking/Hauling (L195/L295) |
| Misc. Trucking (L196/L296) |
| CA State Fee (AB1379) (N800) |
| General Fund (GFUN) |

| |
|----------------------------|
| Audit Investigation (K990) |
|----------------------------|

10.2 Rollout 2

| |
|---|
| Permit - Police, Fire & Tobacco (all P & F, N005) (ANN, DLY, MLY) |
| Permit - Cannabis (All Js) (ANN) |
| OPG Franchise Fee-Period 2 (C027) |
| Vehicle Forfeiture- Period 2 (C028) |
| Vehicle Release Fee-Period 2 (C029) |
| Vehicle Release Fee-Period 2 (C030) |
| Communications (Telephone) Users (U004) |
| Telephone Users Tax (U024) |
| Com/ Ind Elec User Tx (U007) |
| Parking Occupancy (C016) |
| Transient Occupancy (H012) |
| Transient Occupancy – Zero (H013) |
| LATMD-Tourism Bid (H014) |
| Transient Occupancy – Home (H022) |
| Electrical Users (U005) |
| Gas Users (U006) |
| OPG Franchise Fee-Period 1 (C017) |
| Vehicle Forfeiture- Period 1 (C018) |
| Vehicle Release Fee-Period 1 (C019) |
| Vehicle Release Fee-Period 1 (C020) |
| Swap Meet Op-Space (L398) |
| Homelessness and Housing Solutions Tax (ULA Tax) (N017) |
| Homelessness and Housing Solutions Tax (ULA Tax) – Exempt (N027) |
| Amusement Park (L053) |
| Commercial Tenant’s Occupancy (K008) |
| Adult Cabaret (L783) |
| Christmas Trees (L169) |
| Christmas Tree Deposit (L170) |
| Dance Hall (L083) |
| Sewer Maintenance (W010) |
| Sewer Construction (W011) |
| Cannabis (L711, L712, L713, L714, L716, L718) |
| Circus—Permanent (L074) |
| Circus—Temporary (L174) |
| Carnival (L075) |
| Side Show (L175) |
| Circus Parade (L275) |
| Public Dance (L085) |

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|--|
| Research Fees (N001) |
| Ordinance Fees (N002) |
| Certification (N003) |
| Subpoena Fees (N006) |
| Real Prop Trans Tax (N007) |
| Corporate Documentary Transfer Tax (N008) |
| Arts Development Fee (N009) |
| Rental Housing Prod (N010) |
| Sales and Use Tax (N011) |
| Attorney Fees (N012) |
| City Clerk Costs (N013) |
| Credit Card Convenience Fee (N016) |
| Suspense - Unidentified Transaction (OOPS) |
| Bicycle License (B000) |
| Bicycle Renewal (Retailers) (B001) |
| Dwelling Unit Const (G009) |
| Residential Development Tax (G015) |

10.3 Rollout 3

Rollout 3 will implement the remaining RFP requirements.

APPENDIX B

Fee Schedule

City of Los Angeles – Price Schedule

Software & Services

| Implementation Milestone Payment Schedule | | |
|---|---|--------------|
| Payment Milestone | Estimated Invoice Date | Amount |
| License | | |
| GenTax Initial License Installation | 2-Mar-2026 | \$ 0 |
| Rollout 1 | | |
| Foundation Complete Milestone | 26-Jun-2026 | \$ 3,800,000 |
| Testing Preparation Complete Milestone | 17-Aug-2026 | \$ 5,320,000 |
| System Acceptance, Production Rollout Milestone | 7-Dec-2026 | \$ 6,080,000 |
| Rollout 2 | | |
| Foundation Complete | 23-Apr-2027 | \$ 3,325,000 |
| Testing Preparation Complete | 26-Jul-2027 | \$ 4,655,000 |
| System Acceptance, Production Rollout | 6-Dec-2027 | \$ 5,320,000 |
| Rollout 3 | | |
| Foundation Complete | 31-Mar-2028 | \$ 2,375,000 |
| Testing Preparation Complete | 19-Jun-2028 | \$ 3,325,000 |
| System Acceptance, Production Rollout | 5-Sep-2028 | \$ 3,800,000 |
| Application Support Services | | |
| Year 4 (Warranty) | 25% of the amount due quarterly in arrears beginning 5-Sep-2028 | \$ 5,000,000 |
| Year 5 | | \$ 1,500,000 |
| Year 6 | | \$ 700,000 |
| Year 7 | | \$ 276,000 |
| Year 8 | | \$ 286,800 |
| Year 9 | | \$ 298,200 |
| Year 10 | | \$ 309,900 |
| Year 11 | | \$ 322,200 |
| Year 12 | | \$ 334,800 |
| Year 13 | | \$ 348,000 |
| Year 14 | | \$ 361,800 |

| | | |
|--|-------------|--------------|
| Year 15 | | \$ 376,200 |
| GenTax Annual Software Maintenance | | |
| Year 1 (Prorated) | 31-Mar-2026 | \$ 431,997 |
| Year 2 | 31-Mar-2027 | \$ 800,100 |
| Year 3 | 31-Mar-2028 | \$ 1,200,000 |
| Year 4 | 31-Mar-2029 | \$ 1,600,200 |
| Year 5 | 31-Mar-2030 | \$ 1,664,100 |
| Year 6 | 31-Mar-2031 | \$ 1,730,400 |
| Year 7 | 31-Mar-2032 | \$ 1,799,400 |
| Year 8 | 31-Mar-2033 | \$ 1,871,100 |
| Year 9 | 31-Mar-2034 | \$ 1,945,800 |
| Year 10 | 31-Mar-2035 | \$ 2,023,500 |
| Year 11 | 31-Mar-2036 | \$ 2,104,200 |
| Year 12 | 31-Mar-2037 | \$ 2,188,200 |
| Year 13 | 31-Mar-2038 | \$ 2,275,500 |
| Year 14 | 31-Mar-2039 | \$ 2,366,400 |
| Year 15 | 31-Mar-2040 | \$ 2,460,900 |
| Commercial Cloud Hosting with FAST Managed Services | | |
| Year 1 (Prorated) | 31-Mar-2026 | \$ 1,500,654 |
| Year 2 | 31-Mar-2027 | \$ 1,445,700 |
| Year 3 | 31-Mar-2028 | \$ 1,503,300 |
| Year 4 | 31-Mar-2029 | \$ 1,563,300 |
| Year 5 | 31-Mar-2030 | \$ 1,625,700 |
| Year 6 | 31-Mar-2031 | \$ 1,690,500 |
| Year 7 | 31-Mar-2032 | \$ 1,758,000 |
| Year 8 | 31-Mar-2033 | \$ 1,828,200 |
| Year 9 | 31-Mar-2034 | \$ 1,901,100 |
| Year 10 | 31-Mar-2035 | \$ 1,977,000 |
| Year 11 | 31-Mar-2036 | \$ 2,055,900 |
| Year 12 | 31-Mar-2037 | \$ 2,138,100 |
| Year 13 | 31-Mar-2038 | \$ 2,223,600 |
| Year 14 | 31-Mar-2039 | \$ 2,312,400 |

| | | |
|-------------------|-------------|-----------------------|
| Year 15 | 31-Mar-2040 | \$ 2,404,800 |
| SOW Total* | | \$ 102,503,951 |

* Prices do not include applicable taxes.

Hourly Rates

At any time, the CITY may engage additional FAST resources to perform additional work on a time and materials (hourly) basis. Examples include, but are not limited to:

- Implementing legislative/business changes
- Implementing System modifications and enhancements
- Implementing product hot fixes, service packs, and new versions
- Prioritizing and managing solution requests
- On-call production support
- Coordination with the FAST Development Center
- Configuration assistance
- Application development
- Best practices recommendations
- Monitoring and maintaining performance, stability, and availability
- Resolving System incidents and problems
- Managing System security and role-based access
- Resolving System events and prioritizing the completion of service requests
- Conducting technical training for CITY developers
- Providing technical service desk support
- Supplemental user, developer, or operator training
- Other consulting and services as requested

The hourly rates for this SOW are as follows:

| Year | Rate |
|------|--------|
| 2025 | \$ 293 |
| 2026 | \$ 305 |
| 2027 | \$ 317 |
| 2028 | \$ 330 |
| 2029 | \$ 343 |
| 2030 | \$ 357 |
| 2031 | \$ 371 |
| 2032 | \$ 386 |
| 2033 | \$ 401 |
| 2034 | \$ 417 |
| 2035 | \$ 434 |
| 2036 | \$ 451 |

| | |
|-------------|--------|
| 2037 | \$ 469 |
| 2038 | \$ 488 |
| 2039 | \$ 508 |

Cost Notes

The Parties agree on the following Cost Notes:

FAST intends to provide on-site services, co-located with CITY staff at facilities provided by the CITY and remotely. FAST assumes the CITY will provide acceptable work facilities, including laptops, standard office furniture and equipment, and appropriate access to CITY systems.

- Should the CITY cease to provide facilities and require remote work, FAST and the CITY shall negotiate an amendment to this SOW. The amendment shall consider increased Contractor costs and operating expenses required to house FAST employees in a local office facility.

APPENDIX C

GenTax Software License

GenTax Software Licensing Agreement

This Software Licensing Agreement (“Agreement”) is made by and between Fast Enterprises, LLC, a New York limited liability company (“FAST” or “Licensor”) and _____ (“Licensee”). FAST has its principal place of business at 7229 S. Alton Way, Centennial Colorado, 80112. Licensee has its principle place of business at _____.

1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the meanings ascribed to them:

- 1.1. “Software” means the Software that is the subject of this Agreement. “Software” includes tools, utilities and data that may be provided by FAST. “Software” includes any fixes, enhancements, additions, and other modifications that may be provided by FAST.
- 1.2. “Documentation” means all documentation provided by FAST related to the Software or the implementation methodology, including, but not limited to, plans, deliverable templates, technical data, training material, computer listings and printouts, in human-readable form that:
 - 1.2.1. Documents the design or details of the Software;
 - 1.2.2. Explains the capabilities of the Software;
 - 1.2.3. Supports the implementation or maintenance of the Software; or
 - 1.2.4. Provides operating instructions for using the Software to obtain desired results from a computer.
- 1.3. “Use” means storing, loading, installing, executing or displaying the Software on a computer, processor, or controller, or making a copy of the Software for archival or backup purposes only.

2. **SOFTWARE LICENSE.**

- 2.1 FAST grants the Licensee, in consideration for the license fee paid, a non-transferable, perpetual and non-exclusive right to use the Software, in object code form, and the Documentation furnished under this Agreement (the “License”).
- 2.2 This grant shall allow the Licensee to use the Software to support the administration of and fulfill the business requirements and objectives of the system, as described in _____. The extension of this License to additional functionality could be subject to additional License fees.
- 2.3 The Licensee may install the Software on any workstation or server within the Licensee’s business operation.
- 2.4 All Software and Documentation furnished to the Licensee under this Agreement shall be used by the Licensee only for the purposes authorized under this Agreement.
- 2.5 The Licensee may modify Documentation to the extent necessary to accomplish the business requirements and objectives of the System.

- 2.6 The Licensee agrees to use its best efforts to see that its employees and users of the Software and Documentation comply with the terms and conditions set out in this Agreement.
- 2.7 The Licensee shall not take any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent of the Software.
- 2.8 The License extends to new versions of the Software, provided the Licensee has purchased and is current on its optional subscription to annual maintenance and/or support services and the Licensee's subscription to annual maintenance and/or support services includes access to new versions of the Software.
- 2.9 FAST may, at no additional charge, modify the Software to improve operation and reliability or to meet legal requirements.
- 2.10 The Licensee must notify FAST if the Software is being used in an environment that poses a potential health hazard to FAST's employees or subcontractors.
- 2.11 The License granted hereunder is not assignable or transferable.
- 2.12 This Agreement does not grant a license to the Licensee to resell or otherwise redistribute the Software and Documentation.
- 2.13 Except as provided in this Agreement, use of the Software, Documentation, or License thereto shall be permitted only with FAST's prior written consent, which consent shall not be unreasonably withheld. Any such use shall be subject to FAST's standard fee in effect at the time of the use.

3. REPRODUCTION OF SOFTWARE/DOCUMENTATION.

- 3.1 The Licensee may not copy or reprint the Software in whole or in substantial part except as described in this Agreement.
- 3.2 The Licensee may not reproduce or copy the Documentation provided by FAST under this Agreement, in whole or in part, except as necessary for use as authorized under this Agreement. Any copy of the Documentation must contain the same copyright notice and proprietary markings that are on the original Documentation.

4. INTELLECTUAL PROPERTY/OWNERSHIP OF SOFTWARE.

The Licensee acknowledges that the Software and Documentation, and all improvements and modifications made to them by any party, are and remain the sole property of FAST. This Agreement neither expresses nor implies that any interest in the Software and Documentation is assigned or transferred to the Licensee, except to the extent of the License granted by this Agreement.

5. FORM OF SOFTWARE.

The Licensee agrees that the Software supplied under this Agreement shall be accessible to the Licensee in object code form only. FAST will maintain the Software source code with an escrow agent and list the Licensee as an authorized recipient of the source code in the event that FAST has not made suitable alternate arrangements for the continued maintenance of the Software and:

- 5.1 A receiver is appointed for FAST or for its property and assets;
- 5.2 Proceedings under bankruptcy or insolvency laws are commenced by or against FAST; or
- 5.3 FAST ceases doing business or discontinues offering maintenance for the Software.

6. CONFIDENTIALITY.

- 6.1 Licensee acknowledges that all of the Software and Documentation provided to the Licensee pursuant to this License, in any form whatsoever, are FAST's "Confidential Information."
- 6.2 Licensee hereby agrees: 1) to hold all Confidential Information in confidence; 2) to use FAST Confidential Information only for the purpose for which it is disclosed; 3) to reproduce the Confidential Information only to the extent allowed under this License; and 4) not to disclose the Confidential Information to any third party without FAST's prior written consent.
- 6.3 Licensee agrees to take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, in order to protect the confidentiality of FAST's Confidential Information.
- 6.4 Licensee may disclose Confidential Information only to the Licensee's employees on a need-to-know basis. The Licensee will have executed or will execute appropriate written agreements with its employees sufficient to enable it to comply with all the provisions of this Agreement.
- 6.5 Licensee will segregate all FAST Confidential Information from the confidential information of others to prevent commingling.
- 6.6 At no time, under any circumstance, will any of FAST's Confidential Information be removed from Licensee property without the prior written consent of FAST.
- 6.7 Licensee will notify FAST immediately upon discovery of any unauthorized use or disclosure of FAST's Confidential Information or any other breach of this Agreement by the Licensee, and will cooperate with FAST in every reasonable way to help FAST regain possession of the Confidential Information and prevent its further unauthorized use.
- 6.8 If the Licensee becomes legally obligated to disclose FAST's Confidential Information by any governmental entity with jurisdiction over it, the Licensee will give FAST written notice sufficient to allow FAST to seek a protective order or other appropriate remedy. If disclosure cannot be avoided, Licensee will disclose only such information as is legally required and will use its reasonable best efforts to obtain confidential treatment for any of FAST's Confidential Information that is so disclosed.
- 6.9 The confidentiality provisions herein shall not extend to such material which is required to be disclosed by applicable law.
- 6.10 A Non-Disclosure Agreement in the form attached hereto as Attachment A, and incorporated herein by reference, shall be signed by the Licensee's agents, contractors, contractors' employees, and any other third parties (non-Licensee employees) who may be exposed to or gain access to FAST Confidential Information.

7. WARRANTY.

- 7.1 EXCEPT AS OTHERWISE STATED, FAST, ITS PARENT, SUBSIDIARIES AND THEIR AFFILIATES, SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED.
- 7.2 FAST is not responsible for damages, malfunctions or service failures caused by:
- 7.3 Unauthorized actions of non-FAST personnel;

- 7.4 Failure to follow FAST's installation, configuration, operation or maintenance instructions;
- 7.5 Attachment to the Software of non-FAST software or failure of software not maintained by FAST, unless such installation or use is approved in writing by FAST.

ATTACHMENT A
NONDISCLOSURE AGREEMENT

FAST ENTERPRISES, LLC, a New York limited liability company, ("FAST") is providing the _____ (the "Licensee") access to FAST products, tools, inventions, innovations, design concepts, program code, knowledge capital and professional services.

The following articles govern the procedures by which the undersigned ("I", "me", "my") will handle FAST confidential information. Specifically:

1. FAST declares that the following are confidential ("Confidential Material"):
 - a) Any data, products, inventions, innovations, program source code, program object code, program executables, data designs, data definitions, programming aids, tools, utilities, configurations, drawings, formulae, algorithms, ideas, designs, concepts, know-how, discoveries, techniques, training material, documents, manuals, methodologies, specifications, models, and other knowledge capital, electronic or otherwise, owned by FAST whether copyrightable or patentable or not;
 - b) Information relating to the technology, customers, business plans, promotional and marketing activities, pricing policies, finances and other business affairs of FAST;
 - c) Any documents or material which are marked "Confidential";
 - d) Information which, under the circumstances, ought to be treated as confidential.
2. FAST will disclose such Confidential Material to individuals as required for:
 - a) The implementation of FAST software for the Licensee's use; and/or
 - b) Use of FAST software by the Licensee.
3. I agree to receive any such Confidential Material in confidence and to use such Confidential Material solely for the purpose defined in Section 2 above. I further agree to take either:
 - a) Such measures as I would take in protecting the confidentiality of my own confidential information, or
 - b) Such measures as a reasonable person would take in protecting the confidentiality of his or her own confidential information, whichever represents the higher standard, in protecting the confidentiality of the Confidential Material.
 - c) I agree that any Confidential Material that I receive can only be used for purposes outlined in Section 2 above. Other uses can be made only after obtaining the written permission of FAST.
 - d) I agree not to remove, from Licensee's property, any Confidential Material without first obtaining the written permission of FAST.
 - e) I agree that I will not disclose any Confidential Material, directly or indirectly, to any party other than the Licensee without first obtaining the written permission of FAST.
 - f) I agree that all Confidential Material provided under the terms of this Agreement shall remain the property of FAST and shall be returned to FAST upon its request, including any and all copies I might produce.

- g) Nothing herein shall be construed as giving me any license or right in connection with the Confidential Material disclosed to me.
 - h) My obligation to maintain information in confidence shall not extend to such portions of the information that, at the time of disclosure to me, are general knowledge in the public domain.
 - i) I understand that my obligation to protect the confidentiality of the Confidential Material extends beyond my involvement with the Licensee and beyond my involvement with FAST. Furthermore, my obligation to protect the confidentiality of the Confidential Material is not subject to changes in my employment status.
 - j) I understand that access to the Confidential Material is provided on a need-to-know basis. If, for any reason, such need no longer exists, I agree that I will return all Confidential Material to FAST, including any and all copies I may have produced.
 - k) I understand that Confidential Material is provided to me as-is and FAST makes no warranties with respect to Confidential Material.
 - l) This Agreement shall be construed and governed in accordance with the laws of _____ without giving effect to _____ choice of law provisions.
4. If any term of this Agreement should be declared void or unenforceable, such declaration will have no effect on the remaining terms herein.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY.

Print name

Signature

Date

APPENDIX D

GenTax Annual Maintenance Specifications

Annual GenTax® Maintenance Specifications

Annual Maintenance applies to licensed GenTax software components. Annual Maintenance does not apply to site components, configuration data, network, databases, training or items that are covered under support services. A subscription to Annual Maintenance includes the following:

1. Hot Fixes. FAST will provide the Agency with Hot Fixes released for the version of the licensed software used by the Agency. Hot Fixes usually apply to a small set of software components and are typically released to address urgent defects, such as a security issue. The Agency can separately procure support services to have FAST assist with the implementation of Hot Fixes.
2. Service Packs. FAST will provide the Agency with Service Packs released for the version of the licensed software used by the Agency. Service Packs are a packaged set of updates to existing software components and occasionally new software components. Each Service Pack is provided with documentation that identifies affected components and classifies the Service Pack item as either:
 - 2.1. *Low impact* – component is backward compatible
 - 2.2. *Medium impact* – component is backward compatible; configuration data or documentation changes are required
 - 2.3. *High impact* – component requires either new database structures, data updates, or recompilation of site components; existing business processes may be impactedService Packs are scheduled to be released on a quarterly basis but may be released more or less frequently as required. The Agency can separately procure support services to have FAST assist with the implementation of Service Packs.
3. New Versions. From time to time, FAST releases new versions (upgrades) of the licensed software. These upgrades are driven by new industry standards, client recommendations, and new functionality initiated by FAST. Upon release for general availability, FAST will provide the Agency with new versions of the licensed software used by the Agency. The Agency can separately procure support services to have FAST assist with the implementation of upgrades.
4. Defect Repair. FAST will resolve defects in the licensed software.
5. Documentation. New and revised documentation, including help files and documents related to configuration data, will be delivered to the Agency with the appropriate Service Packs and new versions.
6. Phone support. Phone support is available from 9:00 AM – 5:00 PM Mountain Time at the following number 1 (877) 275-3278 (1 (877) ASK-FAST). If support services are procured, on-site FAST support



staff should serve as the initial contact point for all matters. Extended support hours can be provided by FAST under support services.

Licensed Software Defect Priority. Defects are submitted to the FAST Solution Center using a Solution Request Form. Solution Request Forms will be completed by the on-site FAST support staff, if any, and categorized by FAST as either:

- **Priority A** - a production defect affecting mission critical business operations. No workaround is available. The impact is widespread in terms of users unable to work, taxpayer accounts that cannot be accessed or system functions not available.
- **Priority B** - a production defect affecting multiple system functions but many business operations can be performed. A workaround is either not available or is difficult. Multiple users and taxpayer accounts are impacted.
- **Priority C** - all other defects.

Licensed Software Defect Response. The following response expectation table specifies the level of response that will be given to the Agency at each step of the defect resolution process based on the priority. The table specifies applicable service levels in terms of the maximum anticipated amount of time to complete each step.

- *Step 1* – this service level represents the acknowledgement of the defect and the beginning of the information gathering and troubleshooting process
- *Step 2* – this service level represents the time frame in which FAST will actively address the issue and pursue a resolution thereof

| Priority | Step 1 | Step 2 |
|----------|--------------------------|---|
| A | Next Business Day | <ul style="list-style-type: none"> • Work is started immediately upon receipt of the defect and continues until resolved. Dedicated resources are assigned to resolve the defect • The solution will usually be provided as a Hot Fix with specific instructions. • The solution will be incorporated into the next Service Pack and the Hot Fix will no longer be required. |
| B | Next Business Day | <ul style="list-style-type: none"> • Work will start within two (2) business days and will be performed during normal business hours. • The solution will be incorporated into the next Service Pack that is released after the solution has been completed. Upon request, the solution may also be provided as a Hot Fix. |
| C | One (1) Week | <ul style="list-style-type: none"> • Work will be started and performed subject to resource availability. • The solution will be incorporated into the next Service Pack that is released after the solution has been completed. |

| | | |
|--|--|---|
| | | <ul style="list-style-type: none">• If the defect is not corrected, the Agency will be provided a workaround. |
|--|--|---|

Escalation. The Agency will work with on-site FAST support staff, to the extent such personnel are available, to manage and resolve defects. The Agency, at its discretion, may escalate an issue to the Account Executive.

Note: If FAST cannot duplicate a defect in-house, FAST may need access to appropriate Agency environments.

APPENDIX E

City of Los Angeles SLA & Remedy

City of Los Angeles – SLA & Remedy

This SLA establishes upper threshold expectations for both parties and provides a measurement point from which discussions can occur should either party not meet the commitments. Said differently, the SLAs are not an expectation of regular performance. They are the outside upper limit of acceptable performance.

SLAs shall apply to Production environments only. FAST shall calculate and report SLA metrics over the course of each calendar quarter. When applicable, the figures are computed to exclude scheduled downtime, force majeure events, and outages outside FAST’s control. In the event of a DR execution triggered by a Force Majeure event or an incident outside of FAST’s control, SLA commitments may be suspended for up to 45 days to focus on resolving the disaster recovery situation after consultation with the CITY. When assessed by the CITY, remedies shall be credited to future hosting fee invoices except the Key Personnel Commitment, which shall be credited to the next implementation payment milestone invoice.

1 Timely Delivery

FAST’s approach to providing risk mitigation for clients regarding project deliverables is through our milestone payment schedule. The schedule eliminates payments for paper-based deliverables that do not demonstrate progress towards an on-time deployment. Instead, the three milestone payments per phase contain approval language such that the CITY solely determines if FAST has met the payment milestone according to the definition in the SOW (which is broad). The primary factor in this determination is implementation progress you can see and touch. Since there are only three payment milestones, the “damage” to FAST is substantial if the CITY does not approve a milestone as FAST must carry substantial cost without payment.

Remedy: The CITY solely determines if FAST has met the payment milestones defined in the SOW.

2 Key Personnel Commitment

During the implementation period (Rollout 1 through Rollout 3), FAST shall make no more than two Key Personnel, as identified and defined in Section 5.6 [FAST Personnel], in the SOW, replacements. This SLA does not include Key Personnel replacement due to performance issues, removal at the City’s request, retirement, resignation or personal emergencies.

Remedy: \$25,000 per Key Personnel replacement beyond two (2) Key Personnel replacements during the implementation period without limitation.

3 System Availability

| Category | Description | Calculation | Service Level |
|---------------------|---|---|---------------|
| System Availability | Amount of time the system is available, excluding scheduled downtime. | Number of hours in the quarter, less actual scheduled downtime. | ≥ 99.8% |

Remedy: \$25,000 for exceeding the Service Level in a quarter.

4 System Response Time SLA

| Category | Description | Calculation | Service Level |
|--|--|---|-----------------------------------|
| System and e-Services System On-Line Response Time | Time spent on Contractor's hosted infrastructure for the production system to respond to interactions in the system. | Number of working days in a quarter that average transaction completion time is ≤ 2 seconds \div total number of working days per quarter. | ≤ 2 Seconds 95% of the time. |

Exclusions from the Response Time SLA:

- Reports (reports, data cubes, ad hoc queries, and My Searches)
 - Mail generation
 - Batch job processing
 - Interfaces or other transactions with dependencies on external systems outside Contractor control
 - Web publishing
 - Logging in (including single sign-on)
 - Whitelisted transactions
- ➔ During the initial 60-day period immediately following a rollout, internal agency system and e-Services response times are less than or equal to two seconds 90% of the time.

Remedy: \$100,000 for exceeding the Service Level in a quarter. \$175,000 for exceeding the Service Level in an immediately following quarter.

5 Scheduled Downtime SLA

Scheduled downtime shall not exceed six (6) hours per month within a quarter without prior approval from the CITY.

- FAST shall coordinate a reoccurring maintenance schedule with CITY to minimize impacts.
 - FAST shall coordinate with CITY on request if adjustments are required to account for CITY needs.
- Additional required downtime for production environments shall be communicated to the CITY with a minimum of five business days' notice.
 - **Note:** In the case of an emergent situation that requires more urgent remediation, FAST or the CITY may shorten this notice.
- If downtime is required to meet CITY annual disaster recovery testing goals, it will be included in the scheduled downtime.
 - **Note:** Scheduled downtime is not reported directly, but it is factored into the reported availability figures in the standard quarterly report.

Remedy: \$50,000 for exceeding the Service Level if any month within a quarter exceeds the service level.

6 Disaster Recovery

Service Levels consider the system’s disaster recovery resiliency as measured by the Recovery Point Objective (RPO) – the acceptable amount of data lost due to a disaster recovery event; and Recovery Time Objective (RTO) – the acceptable amount of time it takes to recover the system. A Disaster Recovery Event is the transition to a secondary platform after a disruptive event such as a hardware failure, natural disaster, etc. Not all outages are Disaster Recovery Events.

| | Risk of Occurrence & Approach | RPO SLA | RTO SLA |
|-------------------------------|--|----------------------------------|-------------------------------------|
| AWS Region Availability Zones | Low - Medium | Zero (0) | Less than five (5) minutes |
| | Most disaster recovery events occur such that the AWS Multi-Availability Zone architecture and FAST’s system architecture ensure extremely quick recovery through automated failovers. This is due to the redundancy and synchronous data replication occurring within the AWS Region and between multiple Availability Zones within the AWS Region. | | |
| Other situations | Extremely Low | Less than four (4) hours. | Less than twelve (12) hours. |

Remedy: The Remedy is available in the event of an actual Disaster Recovery Event (e.g., not tests or tool estimates). \$200,000 per Disaster Recovery Event wherein the applicable SLA was not met.

7 Defect Repair SLA

Defect Repair refers to application defects in the system. The following definitions apply:

- **Initial Response** means the time between the Agency contacting FAST and FAST acknowledging the Error.
- **Solution Presented to Agency** means Contractor shall present one or more options to the Agency for its consideration. Work will begin once the Agency selects the desired solution and prioritizes the work.
- **Chronic Failure:** In the event FAST fails to meet the defect repair performance targets for any severity level in three consecutive months, or in any three months within a rolling twelve-month period, the City and FAST will promptly meet to jointly review the underlying causes and agree on a corrective action plan. If, after reasonable efforts and a mutually agreed remediation period, performance issues persist, the City reserves the right to pursue additional contractual remedies, up to and including termination for cause.

| Level | Description | Initial Response | Solution Presented to Agency | Working Hours Until Resolution |
|----------|--|------------------------|------------------------------|--|
| Critical | An error affecting mission critical operation, impacting the full system such that no users can perform their job function and there is no workaround. Also includes security breaches. | 30-minutes | Within two (2) hours | 24/7 work applies to FAST and the CITY |
| High | One or more high-volume transactions is unavailable or unusable for a majority of internal or external users with no workaround. Multiple users (internal or external) are impacted. | 45-minutes | Within four (4) hours | Extended hours 6:00 am to 8:00 pm apply to FAST and the CITY |
| Medium | Any defect that is neither Critical, High, or Low. | One (1) business day | As prioritized by the CITY | Normal CITY business hours. |
| Low | Any defect that does not need to be fixed on a specific timeframe. | Five (5) business days | As prioritized by the CITY | Normal CITY business hours. |

8 Service-Level Reports

Service Level Reports will be provided to Agency within ten (10) business days after the end of each calendar quarter. The report will describe the defined service level commitments for the prior calendar quarter as compared to the realized service levels.

9 Escalation

During the term of this Agreement, the Agency will work with on-site Contractor support staff, to the extent such personnel are available, to manage and resolve Errors. The Agency, at its discretion, may escalate an issue to the Account Executive.

APPENDIX F

All Requirements for Contract

| Functional Requirements | | | | | | |
|---------------------------|---------|-------------------------------------|---|-----------------------------------|--|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 1. Taxpayer Relationships | R.1.1 | Manage Registration | The ability for taxpayers to submit registration and permit applications from various sources including, but not limited to, paper, online portal, and other digital | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.2 | Manage Registration | The ability for Finance to review, approve/disapprove and generate related documentation through a series of automated data quality and submission | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.3 | Manage Taxpayer Profiles | The ability for the system to require different elements of information for different types of taxpayer profiles (e.g., individual, business, government, etc.) based on | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.4 | Manage Taxpayer Profiles | The ability to validate, register and maintain taxpayer entity data including, but not limited to, all relevant business and tax account information as required by Finance | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.5 | Manage Taxpayer Profiles | The ability to register one or more locations for the same taxpayer. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.6 | Manage Taxpayer Profiles | The ability to populate and maintain a single source for taxpayer demographic information, at the entity and tax account levels, including the ability to link related | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.7 | Manage Taxpayer Profiles | The ability to maintain effective dates for entity and account level demographic data including, but not limited to, ID, name, address, email and phone number. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.8 | Manage Taxpayer Profiles | The ability to manually or systematically merge multiple entities, accounts, or | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.9 | Manage Taxpayer Profiles | The ability to record special characters in names. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.10 | Manage Taxpayer Profiles | The ability to record and validate foreign addresses, ensuring that address data from other countries is accurately captured, formatted, and compliant with local | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.11 | Manage Taxpayer Profiles | The ability to systematically validate and verify addresses at the time of mail creation (or during registration/setup). | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.12 | Manage Taxpayer Profiles | The ability to extend system fields by allowing users to add custom attributes (pre-configured) at the entity, account, and case levels. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.13 | Manage Taxpayer Profiles | The ability to search for existing entities and accounts with various criteria (e.g., ID, name, address, account type, etc.). | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.14 | Manage Taxpayer Inquiries | The ability to manage the receipt, routing and response to tax-related questions via phone, email, taxpayer portal and paper requests. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.15 | Manage Taxpayer Inquiries | The ability to filter information (e.g., by tax type, period, etc.) in the taxpayer dashboard to help identify and work with relevant information. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.16 | Manage Taxpayer Inquiries | The ability to submit service requests on the taxpayer portal, and correspond back and forth with Finance business users through the service request. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.17 | Manage Taxpayer Inquiries | The ability to search for and view submitted requests on the taxpayer portal. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.18 | Manage Taxpayer Inquiries | The ability to view a history of outbound taxpayer emails. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.19 | Manage Taxpayer Inquiries | The ability to interface with external email system that routes emails to the ITS, and stores inbound email messages on the taxpayers entity, account, period, or case. | A. Configuration | GenTax can interface with external email systems and store and maintain email information on a customer's profile (entity, account, period, case level, etc.). GenTax also supports secure communication with taxpayers through messaging in the web portal. | |
| 1. Taxpayer Relationships | R.1.20 | Manage Taxpayer Inquiries | The ability to search for stored email messages. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.21 | Provide Taxpayer Guidance | The ability to systematically alert a taxpayer to submit renewal form based on | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.22 | Provide Taxpayer Guidance | The ability to provide and maintain taxpayer guidance on specific topics, usually written, and/or direct taxpayers to publicly-available guidance, e.g., notice of tax | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.23 | Provide Taxpayer Guidance | The ability to provide "help" features to support the intuitive use of the online taxpayer portal, provide additional information on compliance requirements or portal navigation, and enable features that support downloadable user guides, | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.24 | Provide Taxpayer Guidance | The ability to provide form line-item level help on the taxpayer portal, including | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.25 | Conduct Public Relations / Outreach | The ability to manage the relationship between Finance and the public (e.g., taxpayers and third parties) for information requests and associated statutes and | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.26 | Manage Undelivered / Returned Mail | The ability to receive returned mail and systematically re-send the correspondence to the next best address based on Finance-defined address hierarchy. | A. Configuration | | |

| Functional Requirements | | | | | | |
|---------------------------|---------|---------------------------------------|---|-----------------------------------|--|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 1. Taxpayer Relationships | R.1.27 | Manage Undelivered / Returned Mail | The ability to receive returned mail, flag invalid addresses, research errors, update accounts and re-send the correspondence to an updated address. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.28 | Manage Undelivered / Returned Mail | The ability to automatically notify the taxpayer about an address update if an updated address is found (either through research or forwarded mail), and to re-send the original correspondence or any follow-up notices. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.29 | Manage Undelivered / Returned Mail | The ability to track and report on the success of addressing returned mail, such as the percentage of returned mail successfully re-delivered after address updates, and the average time to resolve returned mail cases. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.30 | Manage Undelivered / Returned Mail | The ability to route a review case to a business user for returned mail when no other valid addresses exist. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.31 | Manage Undelivered / Returned Mail | The ability to manage taxpayers' communication channels (e.g., email or SMS) and prioritize digital communication (email or SMS) when physical mail is returned and the system is unable to find a valid address for the taxpayer. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.32 | Support Internal & External Messaging | The ability to create and send secure messages within and external to the system. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.33 | Support Internal & External Messaging | The ability to prioritize and categorize messages (e.g., high-priority, urgent, informational), ensuring that critical communications are highlighted | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.34 | Support Internal & External Messaging | The ability to systematically trigger alerts based on system activity including, but not limited to, posting tax forms and payments, address changes, taxpayer | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.35 | Support Internal & External Messaging | The ability to create, store, and utilize pre-defined message templates for common communications (e.g., payment reminders, renewal notifications). This includes providing a library of customizable templates for recurring messages, enabling both internal users and taxpayers to communicate efficiently and consistently. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.36 | Support Internal & External Messaging | The ability to control access to messaging features based on user roles, ensuring that sensitive communications are restricted to authorized personnel only. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.37 | Support Internal & External Messaging | The ability for the system to deliver alerts to users via multiple methods such as e-mails, system messages, and pop-up notifications. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.38 | Support Internal & External Messaging | The ability to track responses to messages by flagging unresolved inquiries, and automatically generate follow-up reminders or responses as necessary. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.39 | Support Internal & External Messaging | The ability to support multiple languages in internal and external messaging, offering users the option to select their preferred language for messages and | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.40 | Support Account Notes | The ability to create and update notes on entities and accounts that are accessible to other authorized users based on role-based security. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.41 | Support Account Notes | The ability to require notes for various user actions (e.g., adjusting a registration or renewal, denying a refund, etc.) per Finance-defined business rules. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.42 | Support Account Notes | The ability to perform spelling /grammar check when notes are entered, with the option to override corrections. | A. Configuration | Since GenTax is a browser based system, spelling and grammar checking ability is handled by the web browser (e.g., Chrome, Edge, etc.) | |
| 1. Taxpayer Relationships | R.1.43 | Support Account Notes | The ability to identify system-generated notes differently from notes added by | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.44 | Support Account Notes | The ability to search for notes by one or more criteria including, but not limited to, note subject (including partial text match), note text (including partial text match), taxpayer ID, taxpayer name, user and/or date note was last updated. | A. Configuration | | |

| Functional Requirements | | | | | | |
|-------------------------------|---------|-------------------------------|--|-----------------------------------|--|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 1. Taxpayer Relationships | R.1.45 | Support Account Notes | The ability to create, store, and modify pre-defined note templates that users can select when entering a note without having to enter custom text.. | A. Configuration | GenTax supports free form text notes but does not contain functionality for note templates. The GenTax Forms & Correspondence subsystem supports the ability for the agency to create pre-defined text which can be utilized when generating outbound correspondence. The GenTax User Help subsystem can be utilized to provide guidance on notes including predefined note language that can be used in appropriate situations. | |
| 1. Taxpayer Relationships | R.1.46 | Support Account Notes | The ability to restrict updating notes based on role-based security. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.47 | Manage Inbound Correspondence | The ability to manually attach, modify, inactivate, or view an item from an external source at the appropriate level such as entity, account, period or case based on | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.48 | Manage Inbound Correspondence | The ability to search for documents and attachments by entering a unique identification number in the tax system and display image stored in an external | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.49 | Manage Inbound Correspondence | The ability to submit supporting documentation in a variety of formats (e.g., MS Word, PDF, JPEG) based on role-based security. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.50 | Manage Inbound Correspondence | The ability to prevent uploading an attachment that is password-protected, or provide a data field to capture the password. | A. Configuration | | |
| 1. Taxpayer Relationships | R.1.51 | Manage Inbound Correspondence | The ability to send notifications or alerts when documents are successfully attached, submitted, or when there's an action required (e.g., a document needs | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.1 | Process & Manage Data | The ability to receive, validate, and process submission data, whether electronically, manually keyed, or scanned from paper-based submissions. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.2 | Process & Manage Data | The ability to submit completed applications, renewals, and payments to the appropriate finance system, either individually or in bulk for select users or groups | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.3 | Process & Manage Data | The ability to support standard interfaces for certain high volume bulk filers (e.g., business tax renewals, sales tax, use tax, etc.) that will allow them to submit tax forms and payments electronically. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.4 | Process & Manage Data | The ability to support real-time data validation and error detection against mathematical logic and business rules throughout all stages of the submission | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.5 | Process & Manage Data | The ability to process multiple registrations for the same taxpayer entity for the same tax period (e.g., original, amended, adjusted) | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.6 | Process & Manage Data | The ability to configure each form line-item value as a common data type (e.g., text, decimal, money, date, dropdown list, etc.). | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.7 | Process & Manage Data | The ability to configure line-items with dropdown lists that display values from core or agency-defined lists. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.8 | Process & Manage Data | The ability to support required and optional line-item values. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.9 | Process & Manage Data | The ability to display warning or error messages for each line-item based on business rules. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.10 | Process & Manage Data | The ability to post financial transactions from line-item values. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.11 | Process & Manage Data | The ability to support multiple versions of the same form using different effective dates where line-items can vary. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.12 | Process & Manage Data | The ability to support multiple form types per account type (e.g., registration or renewal form, refund application, filing extension, etc.). | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.13 | Process & Manage Data | The ability to apply varying tax rates to different line-items on the same form. | A. Configuration | | |

| Functional Requirements | | | | | | |
|-------------------------------|---------|---------------------------------|--|-----------------------------------|---|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 2. Renewal, Permit & Payments | R.2.14 | Process & Manage Data | The ability to support the use of generic/simplified form to process historical registrations, renewals and payments for all prior years. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.15 | Process & Manage Data | The ability to pre-populate line-item values from information including but not limited to entity, account, period, previous registrations and renewals, financial transactions, tax credits, third-party data, etc. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.16 | Review & Validate Registrations | The ability to review and validate tax forms and information, including suspending registrations and renewals that do not meet established validation criteria, and auto-calculating line-item values based on Finance-defined business rules. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.17 | Review & Validate Registrations | The ability to match a form to an existing taxpayer entity, account, and filing period in the system, or suspend registration or renewal forms if no match is found. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.18 | Review & Validate Registrations | The ability to systematically update taxpayer information provided on the registration (e.g., change of address) based on business rules. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.19 | Review & Validate Registrations | The ability to view multiple versions of tax filings (e.g., original submission, amended submission, etc.) simultaneously, in format similar to printable Finance forms and schedules, to easily compare changes between versions. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.20 | Review & Validate Registrations | The ability to view current and changed line-item values side-by-side before and after posting the form. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.21 | Review & Validate Registrations | The ability to print tax information submitted by taxpayer entities in format similar to printable Finance forms and schedules. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.22 | Review & Validate Registrations | The ability for taxpayers and business users to view tax forms in a format similar to printable Finance forms from electronic submission (e.g., eFile etc.) that can be | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.23 | Review & Validate Registrations | The ability to post registrations as informational with no financial impact to the period. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.24 | Review & Validate Registrations | The ability to amend or adjust original, amended and adjusted registrations. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.25 | Review & Validate Registrations | The ability to issue an adjustment notice to a taxpayer if a user or system modifies a line-item value from the original recorded value. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.26 | Review & Validate Registrations | The ability to alert users of amended registration submissions (e.g., audit, collections, etc.) based on business rules. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.27 | Review & Validate Registrations | The ability for multi-location taxpayers to e-file and pay renewals (annual, monthly, quarterly) at the master level, rather than submitting separate renewals for each location (e.g., Walmart files a single consolidated return for all of its locations in | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.28 | Issue Permits & Certificates | The ability to apply for or renew a permit or certificate and make payment via the taxpayer portal. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.29 | Issue Permits & Certificates | The ability to apply for a duplicate or replacement permit or certificate online and attach supporting document(s). Also prevent duplicate applications with a | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.30 | Issue Permits & Certificates | The ability to review, approve and deny applications and issue permits and certificates. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.31 | Issue Permits & Certificates | The ability to print and reprint certificates. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.32 | Issue Permits & Certificates | The ability to manage business permits and certificates on the taxpayer portal including, but not limited to, changing legal name, mailing address, etc. | A. Configuration | | |

| Functional Requirements | | | | | | |
|-------------------------------|---------|------------------|---|-----------------------------------|---|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 2. Renewal, Permit & Payments | R.2.33 | Process Payments | The ability to receive payments from taxpayer and third-parties with sources that include, but not limited to, credit/debit card, ACH debit and credit, Fedwire, paper check and cash. | A. Configuration | GenTax supports submission and processing of credit card, debit card, EFT, ACH credit, ACH debit and other forms of payment. GenTax interfaces with third-party credit and debit card processing solutions that are PCI-DSS compliant. Please note that although GenTax processes incoming payment information and posts payment details to customer accounts, it does not actually process or store credit or debit card information. Rather, our solution interfaces with third-party credit card systems that are compliant with PCI-DSS standards. | |
| 2. Renewal, Permit & Payments | R.2.34 | Process Payments | The ability to create and print locally a voucher with the necessary entity, account and period information that can be scanned via data capture to process a paper | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.35 | Process Payments | The ability to interface with external third-party payment processors for electronic payments. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.36 | Process Payments | The ability to process electronic funds transfer (EFT) payments within the system to include the following capabilities: receiving payments, correcting payment errors, | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.37 | Process Payments | The ability to reject an electronic payment (e.g. Electronic Funds Transfer payment) if inadequate or incomplete information is provided to correctly post the payment | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.38 | Process Payments | The ability to track all payments uploaded or entered into system, whether or not they have posted to the tax account, so they are available for generation of daily deposit report on the day of upload or entry. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.39 | Process Payments | The ability to maintain the deposit (settlement) date for payments from source systems for the life of the payment transaction. This date can be different from the | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.40 | Process Payments | The ability to accept and process payments in batch or bulk for multiple taxpayers/clients. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.41 | Process Payments | The ability to allow payment processing to continue normally for other payments even when there is an issue that prevents processing of a particular payment (i.e., an issue with one payment should not stop all other payments from processing | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.42 | Process Payments | The ability to post estimated payments to a future period. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.43 | Process Payments | The ability to store bank account information captured from a payment. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.44 | Process Payments | The ability to notify taxpayers of the status of their payments, including but not limited to when payment is processing, when payment is cleared, when payment is declined (e.g., NSF), etc. (See #26) | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.45 | Process Payments | The ability to capture automated payments over the phone or reconcile payments with outside systems. For a phone-based solution, it could be handled through IVR. For reconciliation of payments, if we receive payments from an OCA, we'd like to verify that the payment received is aligned with the debt owed to the City and | A. Configuration | GenTax will interface with other systems to provide these capabilities (IVR, other systems). | |
| 2. Renewal, Permit & Payments | R.2.46 | Manage Refunds | The ability to identify, review and issue refunds, including the option to offset credits against other liabilities before processing the refund. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.47 | Manage Refunds | The ability to calculate refund interest based on Finance-defined business rules. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.48 | Manage Refunds | The ability to validate and issue or deny refunds based on the Statutes of Limitation, to ensure refunds are only processed for eligible overpayments within | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.49 | Manage Refunds | The ability to apply an overpayment to a separate period's liability instead of refunding it if the overpayment is out of statute. | A. Configuration | | |

| Functional Requirements | | | | | | |
|-------------------------------|---------|-----------------------------------|---|-----------------------------------|---|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 2. Renewal, Permit & Payments | R.2.50 | Manage Refunds | The ability to modify refund information (e.g., principal, interest, refund dates, etc.) before the refund is issued. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.51 | Manage Refunds | The ability to cancel and/or re-issue a refund. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.52 | Manage Billing | The ability to create, issue and hold bills for liability balances based on available or entered tax information, including the scheduling and execution of large bill runs. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.53 | Manage Billing | The ability to issue bills, based on business rules, to known bad addresses (i.e., returned mail) to comply with legal requirements to notify taxpayers of their | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.54 | Manage Billing | The ability to configure workflow rules and actions on a timeline with delays in between actions, and send different billing notices at different steps in the | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.55 | Manage Tax Credits & Exemptions | The ability to analyze the applicability of claimed tax credits and exemptions and approve or disapprove prior to posting a registrations and/or issuing a bill or | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.56 | Manage Tax Credits & Exemptions | The ability to indicate a taxpayer's account is exempt from having to report or pay tax during registration or renewal. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.57 | Issue Correspondence & Notices | The ability to develop, populate, update and send correspondence and notices (e.g., individual correspondence, mass/batched communications, scheduled notices, etc.), including interfacing with print Offeror(s), if applicable. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.58 | Issue Correspondence & Notices | The ability to populate correspondence with information to include but not limited to demographic information, financial data and registration line item data. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.59 | Issue Correspondence & Notices | The ability to send a copy of a notice to a third-party such as accountant, power of attorney, etc. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.60 | Issue Correspondence & Notices | The ability to view a taxpayer's outbound correspondence in the ITS system and on the web portal. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.61 | Issue Correspondence & Notices | The ability to manually change outbound correspondence before notice is issued (e.g., Check / uncheck audit notice based on timing) | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.62 | Issue Correspondence & Notices | The ability to remove special characters from legal/DBA names in print file before sending to the print Offeror. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.63 | Manage Corrections | The ability to modify, amend or adjust registration information. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.64 | Manage Corrections | The ability to require approvals for adjustments based on Finance-defined business rules. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.65 | Manage Corrections | The ability to send the taxpayer an adjustment notice if certain line-item values are changed by the system or business user. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.66 | Manage Corrections | The ability to transfer all or selected transactions to another entity or tax period, including but not limited to, registrations (including all registration amendments and adjustments), payments and overpayments and maintain all transaction dates | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.67 | Manage Corrections | The ability to transfer a payment or overpayment to an external system. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.68 | Manage Corrections | The ability to link all transferred payments to the original payment transaction. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.69 | Manage Corrections | The ability to adjust transaction effective dates and post dates and period due dates. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.70 | Manage Suspended Forms & Payments | The ability to configure different worklists for various suspension reasons based on Finance-defined business rules. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.71 | Manage Suspended Forms & Payments | The ability to identify, view the history of and resolve registrations, renewals or payments that are suspended due to incomplete information. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.72 | Manage Suspended Forms & Payments | The ability to search for suspended registrations, renewals and payments with multiple criteria including, but not limited to, taxpayer ID, document locator | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.73 | Manage Suspended Forms & Payments | The ability to post a registration, renewal or payment to the proper entity, account, and period from suspense. | A. Configuration | | |

| Functional Requirements | | | | | | |
|-------------------------------|---------|-----------------------------------|---|-----------------------------------|---|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 2. Renewal, Permit & Payments | R.2.74 | Manage Suspended Forms & Payments | The ability to generate reports on suspension trends, resolution times, and common issues to identify areas for improvement. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.75 | Process Renewals | The ability to process renewals of BTRC and permits. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.76 | Process Renewals | The ability to automatically create a new period based on a registration or renewal that matches an existing entity and account, and the form dates match the next filing period based on the account filing frequency. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.77 | Process Renewals | The ability to generate correspondence notices for BTRC and permit renewals. | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.78 | Process Renewals | The ability to provide dashboards and reports to monitor the performance of the renewal process | A. Configuration | | |
| 2. Renewal, Permit & Payments | R.2.79 | Permit Application | The ability to enable the Police and Fire Departments to upload (approved for payment) applications and required documents for Police Non-Alarm and Fire permits, respectively. Once reviewed and uploaded into the system by an OOF | A. Configuration | | |
| 3. Investigations & Audit | R.3.1 | Manage Audit Programs | The ability to establish the criteria and predictive models to identify, track and investigate audit candidates. | A. Configuration | | |
| 3. Investigations & Audit | R.3.2 | Manage Audit Programs | The ability to manage audit functions and retain detailed audit-related information within cases in the system from audit initiation through final determination. | A. Configuration | | |
| 3. Investigations & Audit | R.3.3 | Manage Audit Programs | The ability to track time utilization to designated work categories for specific cases, tax types, and administrative work. | A. Configuration | | |
| 3. Investigations & Audit | R.3.4 | Manage Audit Programs | The ability to track expenses (e.g., meals, travels, etc.). | A. Configuration | | |
| 3. Investigations & Audit | R.3.5 | Identify Potential Audit Leads | The ability to use predictive models and analytics to identify optimal audit candidates by tax type, including the ability to refine audit criteria and data to be | A. Configuration | | |
| 3. Investigations & Audit | R.3.6 | Identify Potential Audit Leads | The ability to combine multiple audit selection criteria for audit selection process. | A. Configuration | | |
| 3. Investigations & Audit | R.3.7 | Identify Potential Audit Leads | The ability to adjust or create new criteria for audit selection. | A. Configuration | | |
| 3. Investigations & Audit | R.3.8 | Identify Potential Audit Leads | The ability to save audit lead models (i.e., combinations of audit selection criteria) for re-use in later audit selections. | A. Configuration | | |
| 3. Investigations & Audit | R.3.9 | Identify Potential Audit Leads | The ability to interface with external systems to gather data to support audit | A. Configuration | | |
| 3. Investigations & Audit | R.3.10 | Identify Potential Audit Leads | The ability to assign a comparative scores (e.g., numerical, H/M/L, etc.) for audit assessment prioritization. Scoring variables will include, but not be limited to, forecasted yield, Collectability and previous audit history. | A. Configuration | | |
| 3. Investigations & Audit | R.3.11 | Identify Potential Audit Leads | The ability to identify and match legitimate bankruptcy cases to a registered | A. Configuration | | |
| 3. Investigations & Audit | R.3.12 | Identify Potential Audit Leads | The ability to interface with the California Department of Tax and Fee Administration (CDTFA), allowing sales tax reports directly from the ITS. | A. Configuration | | |
| 3. Investigations & Audit | R.3.13 | Assign Audit Leads | The ability to associate each audit with an auditor within the system via either push or pull capabilities, along with the ability to track and monitor audit assignments throughout the process. This includes tracking the status, progress, and | A. Configuration | | |
| 3. Investigations & Audit | R.3.14 | Assign Audit Leads | The ability to track/monitor audit assignment. | A. Configuration | | |
| 3. Investigations & Audit | R.3.15 | Assign Audit Leads | The ability for bulk assignment of audits (e.g., 500 accounts assigned to each of 6 | A. Configuration | | |
| 3. Investigations & Audit | R.3.16 | Conduct Audits | The ability to utilize workflows for audit review and approval. | A. Configuration | | |
| 3. Investigations & Audit | R.3.17 | Conduct Audits | The ability to generate audit-related documentation and correspondence. | A. Configuration | | |
| 3. Investigations & Audit | R.3.18 | Manage Audit Results & Actions | The ability to make and communicate audit determinations, including documenting further actions to be taken and implementing such actions (adjustments, settlements, etc.) within the system upon final determination. | A. Configuration | | |
| 3. Investigations & Audit | R.3.19 | Manage Audit Results & Actions | The ability to track results of audits (e.g., audit revenue collected, auditor time spent on audits, assessed but not collected, etc.) identified by audit lead models (i.e., combinations of audit selection criteria) to enable the evaluation of | A. Configuration | | |
| 3. Investigations & Audit | R.3.20 | Manage Adjustments | The ability to detect and flag instances where account adjustments are necessary, whether in the current year or prior periods. | A. Configuration | | |

| Functional Requirements | | | | | | |
|---------------------------|---------|------------------------------|--|-----------------------------------|---|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 3. Investigations & Audit | R.3.21 | Manage Adjustments | The ability to modify, reverse, or withdraw audits that have already been completed, either due to errors, new information, or changing circumstances that | A. Configuration | | |
| 3. Investigations & Audit | R.3.22 | Create Audit Bills | The ability to create, validate, and distribute audit invoices, including updates or corrections from amended audits. This feature will also include the integration of automated reminders to ensure timely actions and follow-ups for all stakeholders. | A. Configuration | | |
| 3. Investigations & Audit | R.3.23 | Create Audit Bills | The ability to automatically mark audits as complete and generate bills once certain predefined conditions or criteria are met. | A. Configuration | | |
| 3. Investigations & Audit | R.3.24 | Create Audit Bills | The ability to support multi-tier approval of audits and/or audit assessments including Audit Supervisor and Audit Manager if thresholds are met. | A. Configuration | | |
| 3. Investigations & Audit | R.3.25 | Create Audit Bills | The ability to send outbound correspondence instead of bill an audit underpayment based on business rules. | A. Configuration | | |
| 3. Investigations & Audit | R.3.26 | Manage Fraud Investigations | The ability to perform and document research on potentially fraudulent/negligent | A. Configuration | | |
| 3. Investigations & Audit | R.3.27 | Manage Fraud Investigations | The ability to flag potential fraudulent/negligent registrations and renewals based on pre-defined parameters (e.g., tax form information, number of registrations or renewals from a single location, redundant registrations and renewals, fraud lists, etc.) and routes for secondary review based on business rules. | A. Configuration | | |
| 3. Investigations & Audit | R.3.28 | Manage Fraud Investigations | The ability to create and modify fraud filters to identify potentially fraudulent/negligent refunds (e.g., identity theft filters). | A. Configuration | | |
| 3. Investigations & Audit | R.3.29 | Manage Fraud Investigations | The ability to maintain a record of identified fraudulent/negligent taxpayer and preparer information (e.g., names, SSNs, emails, IP addresses, physical | A. Configuration | | |
| 3. Investigations & Audit | R.3.30 | Manage Audit Performance | The ability to assign performance measures to each completed audit (e.g., audit revenue collected, auditor time spent on audit, total cycle time, site visits, etc.) based on changes in industry regulations, trends, and emerging audit insights. | A. Configuration | | |
| 3. Investigations & Audit | R.3.31 | Manage Audit Performance | The ability to track and report on the performance measures. | A. Configuration | | |
| 3. Investigations & Audit | R.3.32 | Manage Audit Performance | The ability to notify Finance divisions (e.g., operations, collections, etc.) and external agencies of audit results, if appropriate. | A. Configuration | | |
| 3. Investigations & Audit | R.3.33 | Manage Whistleblower Program | The ability to receive and validate reports of businesses committing tax evasion and calculate and pay resulting reward. | A. Configuration | | |
| 3. Investigations & Audit | R.3.34 | Manage Whistleblower Program | The ability to allow whistleblowers to file claims online, generating a unique claim number, and track the status and progress of their claim in real-time. | A. Configuration | | |
| 3. Investigations & Audit | R.3.35 | Manage Whistleblower Program | The ability to submit claims either anonymously or while logged into their portal | A. Configuration | | |
| 3. Investigations & Audit | R.3.36 | Manage Whistleblower Program | The ability to alert/notify the whistleblower of key updates regarding their claim, such as acknowledgment, status changes, or resolution, via email or within the | A. Configuration | | |
| 3. Investigations & Audit | R.3.37 | Manage Whistleblower Program | The portal should be user-friendly, offering clear instructions, tooltips, and an easy-to-navigate layout for submitting claims and tracking progress | A. Configuration | | |
| 3. Investigations & Audit | R.3.38 | Manage Whistleblower Program | The ability to validate the submitted information to confirm whether the taxpayer is registered in the system. | A. Configuration | | |
| 3. Investigations & Audit | R.3.39 | Manage Whistleblower Program | The ability to cross-check submitted information with the discovery data | A. Configuration | | |
| 3. Investigations & Audit | R.3.40 | Manage Whistleblower Program | The ability to securely manage sensitive claims and allow for anonymous submissions, ensuring the whistleblower is protected from retaliation. | A. Configuration | | |
| 3. Investigations & Audit | R.3.41 | Manage Whistleblower Program | The ability to report taxpayer activities, especially those involving underreporting of income or other business activities. | A. Configuration | | |
| 3. Investigations & Audit | R.3.42 | Manage Whistleblower Program | The ability to generate customizable reports that include metrics such as the number of claims filed, average processing times, claim statuses, and other | A. Configuration | | |
| 3. Investigations & Audit | R.3.43 | Manage Whistleblower Program | The ability to provide an administrative dashboard that visualizes key metrics to assist with decision-making and process improvement | A. Configuration | | |
| 4. Manage Collections | R.4.1 | Manage Delinquencies | The ability to identify and track past due liabilities by period and prioritize debt recovery activities including, but not limited to, alerting debtors of outstanding liabilities (e.g. dunning) and making payment demands via telephone. | A. Configuration | | |

| Functional Requirements | | | | | | |
|-------------------------|---------|--------------------------------------|---|-----------------------------------|--|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 4. Manage Collections | R.4.2 | Manage Delinquencies | The ability to create a separate case for non-filer delinquencies that have different workflows than standard billing cases. | A. Configuration | | |
| 4. Manage Collections | R.4.3 | Manage Delinquencies | The ability to estimate the amount of tax for a non-filed period by tax type based on Finance-defined business rules. | A. Configuration | | |
| 4. Manage Collections | R.4.4 | Manage Delinquencies | The ability to reverse an estimated assessment when an original renewal is posted for the non-filed period. | A. Configuration | | |
| 4. Manage Collections | R.4.5 | Calculate Penalties, Interest & Fees | The ability to configure penalty and interest rates by effective date. | A. Configuration | | |
| 4. Manage Collections | R.4.6 | Calculate Penalties, Interest & Fees | The ability to automatically calculate and apply penalties, interest and fees based on the specific rules/policies/rates for different tax/bill types. | A. Configuration | | |
| 4. Manage Collections | R.4.7 | Calculate Penalties, Interest & Fees | The ability to automatically re-calculate and apply penalty, interest and fees when any user or system activity makes a financial impact to an account period including, but not limited to, posted registration, renewal or payment, posted manual liability or credit, P&I waiver or write-off, period due date change. | A. Configuration | | |
| 4. Manage Collections | R.4.8 | Calculate Penalties, Interest & Fees | The ability to apply a payment or credit to all tax, penalty, interest & fees in a pre-defined allocation order. | A. Configuration | | |
| 4. Manage Collections | R.4.9 | Calculate Penalties, Interest & Fees | The ability to waive or write-off penalty, interest & fees. | A. Configuration | | |
| 4. Manage Collections | R.4.10 | Calculate Penalties, Interest & Fees | The ability to automatically apply collection fees (e.g., \$300 CCU fees for tax-related) for all collection cases, based on predefined rules. | A. Configuration | | |
| 4. Manage Collections | R.4.11 | Calculate Penalties, Interest & Fees | The ability to reverse collection fees when a case is recalled from CBCU or OCA. | A. Configuration | | |
| 4. Manage Collections | R.4.12 | Calculate Penalties, Interest & Fees | The ability to recalculate collection fees when there is an amendment to the tax basis. | A. Configuration | | |
| 4. Manage Collections | R.4.13 | Manage Non-Tax Debt | The ability to record, track, bill and perform related activities for non-tax debts (e.g. | A. Configuration | | |
| 4. Manage Collections | R.4.14 | Manage Non-Tax Debt | The ability to interface with state agencies, state authorities, courts, counties, and towns to support collection of non-tax debt. | A. Configuration | | |
| 4. Manage Collections | R.4.15 | Manage Non-Tax Debt | The ability to configure specific collections workflows, collections business rules (e.g., fees, variable interest rates, timelines, etc.) and collections correspondence | A. Configuration | | |
| 4. Manage Collections | R.4.16 | Manage Non-Tax Debt | The ability to associate tax and non-tax debt to a particular taxpayer entity when system data is available to support this association. | A. Configuration | | |
| 4. Manage Collections | R.4.17 | Manage Non-Tax Debt | The ability to manage the application of collections between tax and non-tax liabilities based on Finance-defined business criteria. | A. Configuration | | |
| 4. Manage Collections | R.4.18 | Conduct Asset Research | The ability to perform research on available assets and financial information concerning a taxpayer or business (e.g., skip-tracing). | A. Configuration | | |
| 4. Manage Collections | R.4.19 | Conduct Asset Research | The ability to search information on taxpayer entity assets using internal Finance and external data sources (e.g., bank information, registrations, renewals, tax credit schedules, withholding information, employer lists, bank lists, other collections lists, etc.) . | A. Configuration | GenTax can search on asset information from any internal or external data sources it has access to. | |
| 4. Manage Collections | R.4.20 | Conduct Asset Research | The ability for the system to alert business users of taxpayer information that could help in collection enforcement actions (e.g., bank and wage garnishments, | A. Configuration | | |
| 4. Manage Collections | R.4.21 | Conduct Asset Research | The ability to identify if an asset is shared across taxpayers (e.g., airplane or real estate shared across spouses or corporate officers, etc.). | A. Configuration | GenTax can identify if an asset is shared across taxpayers provided the supporting information exists. | |
| 4. Manage Collections | R.4.22 | Conduct Asset Research | The ability to integrate with external asset discovery tools to identify debtor income sources and assets. | A. Configuration | GenTax can interface with external tools and systems such as asset discovery tools. | |
| 4. Manage Collections | R.4.23 | Manage Levies | The ability to manually or systematically levy or garnish wages and financial holding based on Finance-defined business rules. | A. Configuration | | |

| Functional Requirements | | | | | | |
|-------------------------|---------|-----------------------------|--|-----------------------------------|---|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 4. Manage Collections | R.4.24 | Manage Levies | The ability to increase or decrease a levy or garnished asset when a new liability is assessed and generate a new notice to the asset. | A. Configuration | | |
| 4. Manage Collections | R.4.25 | Manage Levies | The ability to systematically create a new levy or garnished asset when a new asset | A. Configuration | | |
| 4. Manage Collections | R.4.26 | Manage Levies | The ability to levy or garnish multiple assets one at a time or concurrently based on Finance-defined business rules. | A. Configuration | | |
| 4. Manage Collections | R.4.27 | Manage Levies | The ability to systematically release a levy or garnished wage asset when the underpaid balance falls below a threshold. | A. Configuration | | |
| 4. Manage Collections | R.4.28 | Manage Judgements & Liens | The ability to file, process and release the liens attached to the taxpayer's assets. | A. Configuration | | |
| 4. Manage Collections | R.4.29 | Manage Judgements & Liens | The ability to file judgements at the state's district courts and file liens at county | A. Configuration | | |
| 4. Manage Collections | R.4.30 | Manage Judgements & Liens | The ability to file a single judgement at multiple courts. | A. Configuration | | |
| 4. Manage Collections | R.4.31 | Manage Judgements & Liens | The ability to provide a payoff notice for each lien. | A. Configuration | | |
| 4. Manage Collections | R.4.32 | Manage Judgements & Liens | The ability to release or expunge a lien and issue the corresponding notice for each | A. Configuration | | |
| 4. Manage Collections | R.4.33 | Manage Judgements and Liens | The ability to securely import and store new judgment data from the City Attorney's database in various formats, such as XML, CSV etc. | A. Configuration | | |
| 4. Manage Collections | R.4.34 | Manage Judgements and Liens | The ability to synchronize judgment statuses and action plans with the City Attorney's Office in real time, reflecting updates such as new judgments, legal amendments, or changes to enforcement strategies automatically. | A. Configuration | GenTax can interface with external systems such as a system for the City Attorney's Office. Interface frequency and method is dependent on the capabilities of the external system. GenTax can be configured to interface with external systems in real time or through batch processes depending on agency business needs. | |
| 4. Manage Collections | R.4.35 | Manage Judgements & Liens | The ability to restrict users from making any changes to an account, including amendments to measures or cancellations, once a case has been audited, referred to the City Attorney (MRY), obtained a Judgment (IOX), entered into the OIC Program(OIC), engaged with the Settlement Bureau (SBX), or is in the Lien Process | A. Configuration | | |
| 4. Manage Collections | R.4.36 | Manage Payment Plans | The ability to create, approve/reject, track and nullify a payment agreement between the taxpayer and Finance. Payment plan parameters shall include, but shall not be limited to, duration, payment frequency, payment amount, forecasted | A. Configuration | | |
| 4. Manage Collections | R.4.37 | Manage Payment Plans | The ability for a taxpayer to request or setup a payment plan based on Finance-defined business rules on the taxpayer portal. | A. Configuration | | |
| 4. Manage Collections | R.4.38 | Manage Payment Plans | The ability for a taxpayer to view existing payment plan information and status on | A. Configuration | | |
| 4. Manage Collections | R.4.39 | Manage Payment Plans | The ability to route payment plan applications for approval to the appropriate | A. Configuration | | |
| 4. Manage Collections | R.4.40 | Manage Payment Plans | The ability to automatically approve payment plans that meet certain criteria. | A. Configuration | | |
| 4. Manage Collections | R.4.41 | Manage Payment Plans | The ability to cancel delinquent payment plans and close completed payment | A. Configuration | | |
| 4. Manage Collections | R.4.42 | Manage Payment Plans | The ability to suspend payment plans in the event of extenuating circumstances, including but not limited to, natural disasters, and bankruptcy. | A. Configuration | | |
| 4. Manage Collections | R.4.43 | Manage Payment Plans | The ability to setup multiple payment plans, compare the plans with the taxpayer, select the plan the taxpayer agrees to and discard the other plans. | A. Configuration | | |
| 4. Manage Collections | R.4.44 | Manage Payment Plans | The ability to modify existing payment plan without closing and re-opening a new | A. Configuration | | |
| 4. Manage Collections | R.4.45 | Manage Payment Plans | The ability to alert business users of delinquent payment plans. | A. Configuration | | |
| 4. Manage Collections | R.4.46 | Manage Payment Plans | The ability to systematically process an ACH debit for payment plans. | A. Configuration | | |
| 4. Manage Collections | R.4.47 | Manage Payment Plans | The ability to create and manage payment plan business rules that are applied to debts by type/origin. | A. Configuration | | |
| 4. Manage Collections | R.4.48 | Manage Outside Collections | The ability to identify delinquencies to send to outside collections, share selected taxpayer data with outside collections agencies and view account collections activity and status for accounts in outside collections. | A. Configuration | | |
| 4. Manage Collections | R.4.49 | Manage Outside Collections | The ability to track collections received while delinquency is placed at a particular | A. Configuration | | |
| 4. Manage Collections | R.4.50 | Manage Outside Collections | The ability to manually or systematically retrieve or pull back delinquencies previously assigned to collections agencies in bulk or singularly. | A. Configuration | | |

| Functional Requirements | | | | | | |
|-------------------------|---------|--|--|-----------------------------------|--|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 4. Manage Collections | R.4.51 | Manage Outside Collections | The ability to calculate commissions and fees due to collections agencies based on Finance-defined business rules, including variable commissions to different collections agencies for the same debt type. | A. Configuration | | |
| 4. Manage Collections | R.4.52 | Manage Outside Collections | The ability to override commissions and fees due to collection agencies. | A. Configuration | | |
| 4. Manage Collections | R.4.53 | Manage Bankruptcy Claims | The ability to receive electronic bankruptcy information, create bankruptcy cases, amend and track bankruptcy cases and statuses and handle related payments. | A. Configuration | | |
| 4. Manage Collections | R.4.54 | Manage Bankruptcy Claims | The ability to identify and track pre-petition and post-petition debt associated with a | A. Configuration | | |
| 4. Manage Collections | R.4.55 | Manage Bankruptcy Claims | The ability to generate bankruptcy proof of claim and applicable exhibits classified by priority, secured, or unsecured. | A. Configuration | | |
| 4. Manage Collections | R.4.56 | Manage Bankruptcy Claims | The ability to track bankruptcy deadlines, dates, and events (e.g., file claim | A. Configuration | | |
| 4. Manage Collections | R.4.57 | Manage Bankruptcy Claims | The ability to process a bankruptcy discharge, including generating further collections actions of liabilities that are not discharged. | A. Configuration | | |
| 4. Manage Collections | R.4.58 | Manage Bankruptcy Claims | The ability to suspend system actions base on an active bankruptcy case. | A. Configuration | | |
| 4. Manage Collections | R.4.59 | Conduct Enforcement Actions | The ability to enforce the collections of tax and non-tax debt. | A. Configuration | | |
| 4. Manage Collections | R.4.60 | Conduct Enforcement Actions | The ability to configure collection case workflows that define system actions at different steps of a timeline including, but not limited to, outbound correspondence, judgement & liens, wage & bank levies, license revocation, | A. Configuration | | |
| 4. Manage Collections | R.4.61 | Conduct Enforcement Actions | The ability to provide customizable reporting tools for detailed tracking of collections including, but not limited to, recovery rates, payment amounts, and | A. Configuration | | |
| 4. Manage Collections | R.4.62 | Conduct Enforcement Actions | The ability to manually modify a collection case workflow including skipping steps or setting the case back to a previous step. | A. Configuration | | |
| 4. Manage Collections | R.4.63 | Conduct Enforcement Actions | The ability to add new delinquencies to an existing collections case and systematically process each collection step action for the new delinquency up to | A. Configuration | | |
| 4. Manage Collections | R.4.64 | Conduct Enforcement Actions | The ability to pause (suspend) collections for a period of time. | A. Configuration | | |
| 4. Manage Collections | R.4.65 | Conduct Enforcement Actions | The ability to automatically close the collection case when the balance drops below a threshold or fall out of statute. | A. Configuration | | |
| 4. Manage Collections | R.4.66 | Conduct Enforcement Actions | The ability to revoke or suspend licenses and permits based on Finance-defined | A. Configuration | | |
| 4. Manage Collections | R.4.67 | Conduct Enforcement Actions | The ability for the system to integrate with external system to make outbound phone calls (robo calls). | A. Configuration | | |
| 4. Manage Collections | R.4.68 | Conduct Enforcement Actions | The ability to load external liabilities to ITS so that ITS can enforce collections on | A. Configuration | | |
| 4. Manage Collections | R.4.69 | Conduct Enforcement Actions | The ability to integrate with credit reporting tools. | A. Configuration | GenTax can interface with external tools and systems such as credit reporting tools. | |
| 4. Manage Collections | R.4.70 | Conduct Enforcement Actions | The ability to integrate with federal and state tax refund offset systems to intercept tax refunds by submitting debtor information for debt recovery. | A. Configuration | | |
| 4. Manage Collections | R.4.71 | Conduct Enforcement Actions | The ability to generate comprehensive, real-time reporting and analytics on judgment enforcement progress including key metrics such as enforcement success rates, debtor response levels and amounts collected through various | A. Configuration | | |
| 4. Manage Collections | R.4.72 | Conduct Enforcement Actions | The ability to create and manage an unlimited number of cases. | A. Configuration | | |
| 5. Manage Revenue | R.5.1 | Manage Revenue Accounting & General Ledger | The ability to set up, review, adjust and manage the revenue distribution, including the ability to automatically and manually post transactions to the general ledger, adjust the general ledger via journal entries and close periods within the ledger. | A. Configuration | | |
| 5. Manage Revenue | R.5.2 | Manage Revenue Accounting & General Ledger | The ability to interface with the City's Financial Management System. | A. Configuration | | |
| 5. Manage Revenue | R.5.3 | Manage Revenue Accounting & General Ledger | The ability to maintain a easy to follow audit trail of transactions from taxpayer account to revenue accounting to the City's Financial Management System. | A. Configuration | | |
| 5. Manage Revenue | R.5.4 | Manage Revenue Accounting & General Ledger | The ability to back-date transactions for the tax period the revenue is received, i.e. Post date and Transaction date. | A. Configuration | | |
| 5. Manage Revenue | R.5.5 | Manage Revenue Accounting & General Ledger | The ability to create and maintain a Chart of Accounts | A. Configuration | | |

| Functional Requirements | | | | | | |
|-------------------------|---------|---------------------------------------|--|-----------------------------------|---|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 5. Manage Revenue | R.5.6 | Manage Accounts Receivable & Deposits | The ability to access payment data within the system, including monitoring deposits, categorizing payments by payment type, etc. | A. Configuration | | |
| 5. Manage Revenue | R.5.7 | Manage Accounts Receivable & Deposits | The ability to approve matched deposits and payments and indicate as "Payment Posted". | A. Configuration | | |
| 5. Manage Revenue | R.5.8 | Manage Accounts Receivable & Deposits | The ability to route a work item for mismatched payments and deposits to staff to resolve issues, correct data, and resubmit for review. | A. Configuration | | |
| 5. Manage Revenue | R.5.9 | Manage Accounts Receivable & Deposits | The ability to prevent modifications to revenue accounting, including journal entries, for a specified accounting period once the revenue accounting for the accounting period is finalized. Allow all summary data for the prior month, including journal entries, to be "closed out" (i.e. finalized) such that no | A. Configuration | | |
| 5. Manage Revenue | R.5.10 | Conduct Reconciliation | The ability to establish the process for and execute the financial reconciliation. | A. Configuration | | |
| 5. Manage Revenue | R.5.11 | Conduct Reconciliation | The ability to receive balance and deposit information from banking systems. | A. Configuration | | |
| 5. Manage Revenue | R.5.12 | Conduct Reconciliation | The ability to match bank information and bank files, which are third-party systems, to internal records. | A. Configuration | | |
| 5. Manage Revenue | R.5.13 | Conduct Reconciliation | The ability to interface all financial transactions (e.g., central accounting, Treasury, banking partners) using an established date and time cutoff defined by Finance | A. Configuration | | |
| 5. Manage Revenue | R.5.14 | Conduct Reconciliation | The ability to track and reconcile all credit and debit transactions to taxpayer | A. Configuration | | |
| 5. Manage Revenue | R.5.15 | Conduct Reconciliation | The ability to match each GL entry to a transaction in a taxpayer account. | A. Configuration | | |
| 5. Manage Revenue | R.5.16 | Conduct Reconciliation | The ability to identify errors or discrepancies and notify Finance staff across internal and external programs. | A. Configuration | | |
| 5. Manage Revenue | R.5.17 | Conduct Distributions | The ability to distribute and allocate revenue throughout the calendar year to its external stakeholders (e.g., other departments and agencies) and taxpayers. | A. Configuration | | |
| 5. Manage Revenue | R.5.18 | Conduct Distributions | The ability to systematically calculate distributions to external entities, such as local governments, at different frequencies (e.g. monthly, quarterly, semi-annual, | A. Configuration | | |
| 5. Manage Revenue | R.5.19 | Conduct Distributions | The ability to re-calculate the distribution amount based on additional financial activity, such as line item adjustments, amended registration or renewals and | A. Configuration | | |
| 5. Manage Revenue | R.5.20 | Conduct Distributions | The ability to record and track all funds disbursed by tax type and type of disbursement (e.g. refund, distribution, transfer). | A. Configuration | | |
| 5. Manage Revenue | R.5.21 | Conduct Distributions | The ability to disburse funds electronically to external entities based on the calculated distribution amount. | A. Configuration | | |
| 5. Manage Revenue | R.5.22 | Produce Financial Reports | The ability for business users to generate standard and ad-hoc financial reports, including annual and other reports required for audit and legislative purposes. | A. Configuration | | |
| 5. Manage Revenue | R.5.23 | Produce Financial Reports | The ability to generate distribution reports for external entities. | A. Configuration | | |
| 5. Manage Revenue | R.5.24 | Manage Write-offs | The ability to identify uncollectable debt based on system criteria (e.g., age of debt, collections attempts, etc.). | A. Configuration | | |
| 5. Manage Revenue | R.5.25 | Manage Write-offs | The ability to create different types of write-offs such as write-offs, abatements, and offer in compromise (OIC) based on Finance-defined business rules. | A. Configuration | | |
| 5. Manage Revenue | R.5.26 | Manage Write-offs | The ability to write-off all liability transactions including, but not limited to, tax, penalty, interest and fee transactions. | A. Configuration | | |
| 5. Manage Revenue | R.5.27 | Manage Write-offs | The ability to reverse write offs (e.g., when payments arrive, etc.). | A. Configuration | | |
| 5. Manage Revenue | R.5.28 | Manage Chargebacks & Returns | The ability to manage payments returned due to insufficient funds or "no known | A. Configuration | | |
| 5. Manage Revenue | R.5.29 | Manage Chargebacks & Returns | The ability to reconcile Insufficient Funds/Returned Remittance (e.g., payment cannot be processed due to insufficient funds, etc.) notices received from the bank | A. Configuration | | |
| 5. Manage Revenue | R.5.30 | Manage Chargebacks & Returns | The ability to enter a payment adjustment entry (Reverse Remittance) and tag payment as defective (e.g., bad check, bank error, etc.) with various reasons. | A. Configuration | | |
| 5. Manage Revenue | R.5.31 | Manage Chargebacks & Returns | The ability to review and verify any adjustments (e.g., Reverse Remittance) made based on Insufficient Funds/Returned Remittance. | A. Configuration | | |
| 5. Manage Revenue | R.5.32 | Manage Chargebacks & Returns | The ability to charge a fee for bad checks based on specific reasons. | A. Configuration | | |
| 5. Manage Revenue | R.5.33 | Street Improvement Bond | The ability to store and manage Street Improvement bond-related information, including bondholders, properties, and property owners. | A. Configuration | | |

| Functional Requirements | | | | | | |
|-------------------------|---------|---|---|-----------------------------------|--|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 5. Manage Revenue | R.5.34 | Street Improvement Bond | The ability to create bond accounts with details such as interest rate, issue date, bondholder information, property details, and property owner information. | A. Configuration | | |
| 5. Manage Revenue | R.5.35 | Street Improvement Bond | The ability to generate bond certificates and related documents for mailing to bondholders via certified mail. | A. Configuration | | |
| 5. Manage Revenue | R.5.36 | Street Improvement Bond | The ability to receive and deposit checks into the JPM banking system and generate deposit slips. | A. Configuration | Actual scanning/OCR will not be performed by GenTax, but GenTax can take images and data received from that interface and interface with an electronic deposit system. | |
| 5. Manage Revenue | R.5.37 | Street Improvement Bond | The ability to post payment receipts, applying payments from the oldest outstanding principal, interest, and penalties to the newest. | A. Configuration | | |
| 5. Manage Revenue | R.5.38 | Street Improvement Bond | The ability to generate and print Daily Payment Receipts Reports. | A. Configuration | | |
| 5. Manage Revenue | R.5.39 | Street Improvement Bond | The ability to apply adjustments and credits to a bond account. | A. Configuration | | |
| 5. Manage Revenue | R.5.40 | Street Improvement Bond | The ability to update and revise receipt information due to a returned check. | A. Configuration | | |
| 5. Manage Revenue | R.5.41 | Street Improvement Bond | The ability to request disbursement checks for bondholders and obtain approval for check issuance. | A. Configuration | | |
| 5. Manage Revenue | R.5.42 | Street Improvement Bond | The ability to assign a check number after releasing checks to bondholders from the JPM banking system. | A. Configuration | | |
| 5. Manage Revenue | R.5.43 | Street Improvement Bond | The ability to generate and search billing statements for bond accounts, including regular billing for active accounts and delinquent billing for overdue accounts. | A. Configuration | | |
| 6. Manage Disputes | R.6.1 | Manage Records, Documents & CPRA Requests | The ability to enter, organize and extract account information, documents and data in support of records management guidelines and California Public Records Act | A. Configuration | | |
| 6. Manage Disputes | R.6.2 | Manage Records, Documents & CPRA Requests | The ability to receive electronic documents from sources including, but not limited to, paper scans, email, online document upload, batch processing, standards-based APIs, and other interfaces, and associate them with taxpayer records. | A. Configuration | | |
| 6. Manage Disputes | R.6.3 | Manage Records, Documents & CPRA Requests | The ability to upload and store documents while preserving native document formats including, but not limited to, fonts, graphics, MS Office and other widely- | A. Configuration | | |
| 6. Manage Disputes | R.6.4 | Manage Records, Documents & CPRA Requests | The ability to restrict submission or upload of certain types of documents based on Finance-defined criteria such as file format or file size. | A. Configuration | | |
| 6. Manage Disputes | R.6.5 | Manage Records, Documents & CPRA Requests | The ability to associate documents with taxpayer entities, accounts, periods and cases in the system. | A. Configuration | | |
| 6. Manage Disputes | R.6.6 | Manage Records, Documents & CPRA Requests | The ability to restrict viewing or modifying documents based on role-based access control. | A. Configuration | | |
| 6. Manage Disputes | R.6.7 | Manage Records, Documents & CPRA Requests | The ability to maintain version control and track changes to requests, documents, and communication for audit purposes. | A. Configuration | | |
| 6. Manage Disputes | R.6.8 | Manage Records, Documents & CPRA Requests | The ability to search for and retrieve documentation based on associated keywords requestor name and/or ID, and other criteria. | A. Configuration | | |
| 6. Manage Disputes | R.6.9 | Manage Records, Documents & CPRA Requests | The ability to redact Personally Identifiable Information (PII) before sending stored documents to emails and distribution lists. | A. Configuration | | |
| 6. Manage Disputes | R.6.10 | Manage Records, Documents & CPRA Requests | The ability to print stored documents. | A. Configuration | | |
| 6. Manage Disputes | R.6.11 | Manage Records, Documents & CPRA Requests | The ability to submit a record request on the taxpayer portal. | A. Configuration | | |
| 6. Manage Disputes | R.6.12 | Manage Records, Documents & CPRA Requests | The ability to receive and send emails for case-related communication, including the ability to CC additional recipients as needed, attach documents, and send automated templated responses based on request types (e.g., "Please provide your identification to validate you are the stakeholder"). | A. Configuration | | |
| 6. Manage Disputes | R.6.13 | Manage Records, Documents & CPRA Requests | The ability to create, assign (Public/City and subtypes), and track cases, categorizing requests by type (e.g., Regular, City, Subpoena), and automatically | A. Configuration | | |
| 6. Manage Disputes | R.6.14 | Manage Records, Documents & CPRA Requests | The ability to show a request case status including, but not limited to, start date, first response date, completion, pending, pending ID, pending City Attorney, | A. Configuration | | |

| Functional Requirements | | | | | | |
|-------------------------|---------|---|--|-----------------------------------|---|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 6. Manage Disputes | R.6.15 | Manage Records, Documents & CPRA Requests | The ability to search for submitted record requests by keywords, request number, requestor, etc. | A. Configuration | | |
| 6. Manage Disputes | R.6.16 | Manage Records, Documents & CPRA Requests | The ability to extract information and create customized reports. (number of cases closed by month, by case type, by complexity,aging). | A. Configuration | | |
| 6. Manage Disputes | R.6.17 | Manage Records, Documents & CPRA Requests | The ability to prioritize requests by differentiating between fast-track and standard requests, and to set up alert notifications for when responses are received, or | A. Configuration | | |
| 6. Manage Disputes | R.6.18 | Manage Records, Documents & CPRA Requests | The ability to show a snapshot of what documents were sent to the requestor. | A. Configuration | | |
| 6. Manage Disputes | R.6.19 | Manage Records, Documents & CPRA Requests | *The ability to generate and track metrics on response times, compliance rates, and request outcomes to optimize future processes. | A. Configuration | | |
| 6. Manage Disputes | R.6.20 | Manage Appeals / Protests | The ability to manage petitions and appeals, including creating and tracking cases, entering notes, documenting the assessment and outcome, making adjustments, | A. Configuration | | |
| 6. Manage Disputes | R.6.21 | Manage Appeals / Protests | The System accepts, acknowledges and tracks appeal processes including but not limited to litigation, appeals, advisory opinions, declaratory order requests, of any | A. Configuration | | |
| 6. Manage Disputes | R.6.22 | Manage Appeals / Protests | The ability to create and track protest & appeal cases with configurable Finance-defined data fields to capture applicable information. | A. Configuration | | |
| 6. Manage Disputes | R.6.23 | Manage Appeals / Protests | The ability to route protest & appeal cases through review and approval processes. | A. Configuration | | |
| 6. Manage Disputes | R.6.24 | Manage Appeals / Protests | The ability to execute system actions when updating the status of protest & appeal | A. Configuration | | |
| 6. Manage Disputes | R.6.25 | Manage Appeals / Protests | The ability to generate Finance-defined outbound correspondence based on the status of protest & appeal cases (e.g., approved, partially denied, denied, request | A. Configuration | | |
| 6. Manage Disputes | R.6.26 | Manage Appeals / Protests | The ability for a taxpayer to submit protest & appeal requests via the taxpayer portal. | A. Configuration | | |
| 6. Manage Disputes | R.6.27 | Provide Legal Support | The ability to create and issue correspondence and the ability to upload and retain required letters and legal documents within the system. | A. Configuration | | |
| 6. Manage Disputes | R.6.28 | Provide Legal Support | The ability to extract data (e.g., download data, produce PDFs, print information, download reports) to respond to a valid legal request (e.g., open records request, | A. Configuration | | |
| 6. Manage Disputes | R.6.29 | Provide Legal Support | The ability to configure a case with workflow specific to legal investigations. | A. Configuration | | |
| 6. Manage Disputes | R.6.30 | Manage Voluntary Disclosures | The ability to create, edit, submit, view and cancel a Voluntary Disclosure application on the taxpayer portal. | A. Configuration | | |
| 6. Manage Disputes | R.6.31 | Manage Voluntary Disclosures | The ability of the system to flag applications associated with the tax discovery program or field enforcement should be integrated for improved tracking and | A. Configuration | | |
| 6. Manage Disputes | R.6.32 | Manage Voluntary Disclosures | The ability to receive disclosures, generate related agreements, monitor agreement compliance for and issue related correspondence to eligible taxpayers voluntarily disclosing owed taxes and unfiled renewals. | A. Configuration | | |
| 6. Manage Disputes | R.6.33 | Manage Voluntary Disclosures | The ability to review and edit Voluntary Disclosure applications. | A. Configuration | | |
| 6. Manage Disputes | R.6.34 | Manage Voluntary Disclosures | The ability to approve applications, deny applications or request additional information from taxpayers. | A. Configuration | | |
| 6. Manage Disputes | R.6.35 | Manage Voluntary Disclosures | The ability to calculate tax, penalty and interest applicable to each Voluntary | A. Configuration | | |
| 6. Manage Disputes | R.6.36 | Manage Offers in Compromise / Settlements | The ability to submit, create, edit, view, track and close electronic and paper Offers in Compromise and Settlement requests. | A. Configuration | | |
| 6. Manage Disputes | R.6.37 | Manage Offers in Compromise / Settlements | The System routes Offer in Compromise / Settlement for approval, partial approval or denial, based on business rules. | A. Configuration | | |
| 6. Manage Disputes | R.6.38 | Manage Offers in Compromise / Settlements | The ability for business users to accept applications, deny applications or request additional information from taxpayers. | A. Configuration | | |
| 6. Manage Disputes | R.6.39 | Manage Offers in Compromise / Settlements | The ability to send correspondence to taxpayers including, but not limited to, OIC receipt, OIC approval, OIC denial, Settlement receipt, Settlement approval, Settlement denial and request for additional information. | A. Configuration | | |
| 6. Manage Disputes | R.6.40 | Manage Offers in Compromise / Settlements | The ability to apply approved Offer in Compromise / Settlement amounts to relevant tax amounts due and send adjusted bills. | A. Configuration | | |

| Functional Requirements | | | | | | |
|---------------------------|---------|--|---|-----------------------------------|---|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 6. Manage Disputes | R.6.41 | Manage Waiver Requests / Amnesty | The ability to receive, research and adjudicate requests to waive penalty and interest assessed in error and to establish and execute processes to waive penalty and interest due to specific circumstances (e.g., Amnesty, natural disaster). | A. Configuration | | |
| 6. Manage Disputes | R.6.42 | Manage Waiver Requests / Amnesty | The ability to create, edit, submit, view, and cancel a Penalty Waiver request/application directly through the taxpayer portal. | A. Configuration | | |
| 6. Manage Disputes | R.6.43 | Manage Waiver Requests / Amnesty | The ability to review, cancel, and accept applications that have been submitted through the portal for further processing in the core system. | A. Configuration | | |
| 6. Manage Disputes | R.6.44 | Manage Waiver Requests / Amnesty | The ability to send automated notifications to taxpayers to inform them of the status of their waiver requests, such as approval, denial, or if additional information (e.g., if there is an outstanding liability under principal, interest or fee) is | A. Configuration | | |
| 6. Manage Disputes | R.6.45 | Manage Waiver Requests / Amnesty | The ability to systematically apply approved penalty and interest waiver amounts to relevant liabilities due and send adjusted bills. | A. Configuration | | |
| 6. Manage Disputes | R.6.46 | Manage Waiver Requests / Amnesty | The ability to systematically provide workflow tracking of Waivers Requests. | A. Configuration | | |
| 6. Manage Disputes | R.6.47 | Manage Waiver Requests / Amnesty | The ability to systematically provide workflow tracking of Waivers Requests. | A. Configuration | | |
| 6. Manage Disputes | R.6.48 | Conduct Hearings | The ability to adjudicate disputes of fact based on provided documentation and | A. Configuration | | |
| 6. Manage Disputes | R.6.49 | Conduct Hearings | The ability to create a litigation case when Finance receives notice of a court filing. | A. Configuration | | |
| 6. Manage Disputes | R.6.50 | Conduct Hearings | The ability for documents to be attached to the litigation case. | A. Configuration | | |
| 6. Manage Disputes | R.6.51 | Conduct Hearings | The ability to track due dates for legal documents, appeals, litigation, declaratory orders, requests for advisory opinions and Attorney General Opinions. | A. Configuration | | |
| 6. Manage Disputes | R.6.52 | Conduct Hearings | The ability to generate a summary of the account, showing all tax types with debt, reason for the established debt, postmark date or final date of the debt, break down tax, interest, penalties, fees, and estimated interest to hearing date. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.1 | Perform Financial & Statistical Analysis; Generate Estimates | The ability for users to perform revenue analysis based on queries and advanced analytics and to utilize modeling to generate estimates by tax type, data element, etc. | A. Configuration | GenTax provides native functionality for revenue analysis, including business intelligence, reporting, and analytics related to business functions managed within GenTax. For advanced revenue estimates, many of our client agencies have opted to leverage an interface between GenTax and third-party solutions, such as SAS or Chainbridge Solutions. | |
| 7. Manage the Enterprises | R.7.2 | Perform Financial & Statistical Analysis; Generate Estimates | The ability to provide access to any data fields with the ability to extract data as required. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.3 | Perform Financial & Statistical Analysis; Generate Estimates | The ability to generate statistical reports using any field or combination of fields. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.4 | Perform Financial & Statistical Analysis; Generate Estimates | The ability to integrate predictive analytics and forecasting models to estimate future tax revenues based on economic trends, transaction volumes, and seasonality. | A. Configuration | GenTax provides native functionality for analytics, business intelligence, reporting, and basic forecasting related to business functions managed within GenTax, such as the anticipated number of return submissions. For detailed revenue and fiscal forecasting, many of our client agencies have opted to leverage an interface between GenTax and third-party forecasting solutions, such as SAS or Chainbridge Solutions. | |

| Functional Requirements | | | | | | |
|---------------------------|---------|--|---|-----------------------------------|--|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 7. Manage the Enterprises | R.7.5 | Perform Financial & Statistical Analysis; Generate Estimates | The ability to forecast revenue, report on past periods, and conduct trend analysis to provide both historical and real-time insight into critical areas such as tax revenue, employee workload, and operational performance. | A. Configuration | GenTax provides native functionality for analytics, business intelligence, reporting, and basic forecasting related to business functions managed within GenTax, including tax revenue, employee workload and operational performance. For advanced revenue forecasting, many of our client agencies have opted to leverage an interface between GenTax and third-party forecasting solutions, such as SAS or Chainbridge Solutions. | |
| 7. Manage the Enterprises | R.7.6 | Perform Financial & Statistical Analysis; Generate Estimates | The ability to provide for scenario/what if analysis based on multiple factors and situations. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.7 | Perform Financial & Statistical Analysis; Generate Estimates | The ability to create statistical reporting, including analysis of actual versus planned activity (e.g., if we process 100k renewals this week, how many refunds | A. Configuration | | |
| 7. Manage the Enterprises | R.7.8 | Perform Financial & Statistical Analysis; Generate Estimates | The ability to support self-generated or ad-hoc reports with multiple levels of information to allow analysis and inquiry of a hierarchy of data and statistical analysis. This feature should also be available for user defined fields. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.9 | Perform Financial & Statistical Analysis; Generate Estimates | The ability to use real-time tax revenue data across various revenue streams, including taxes, permits, and fees, to enable accurate forecasting and trend analysis. | A. Configuration | GenTax provides the ability to access all system data in real-time, including revenue streams, taxes, permits, and fees. For advanced revenue forecasting, many of our client agencies have opted to leverage an interface between GenTax and third-party forecasting solutions, such as SAS or Chainbridge Solutions. | |
| 7. Manage the Enterprises | R.7.10 | Perform Financial & Statistical Analysis; Generate Estimates | The ability to simulate multiple revenue scenarios and forecast the impact of changes in tax rates, economic conditions, policy adjustments, and regulatory shifts. | A. Configuration | GenTax provides native functionality for analytics, business intelligence, reporting, and basic forecasting related to business functions managed within GenTax. For advanced revenue forecasting and impact analysis, many of our client agencies have opted to leverage an interface between GenTax and third-party solutions, such as SAS or Chainbridge Solutions. | |
| 7. Manage the Enterprises | R.7.11 | Perform Financial & Statistical Analysis; Generate Estimates | The ability to analyze historical and current tax revenue trends to identify potential growth areas or revenue shortfalls. | A. Configuration | GenTax provides native functionality for business intelligence, reporting, and trend analysis related to business functions managed within GenTax. For advanced revenue trend analysis, many of our client agencies have opted to leverage an interface between GenTax and third-party solutions, such as SAS or Chainbridge Solutions. | |
| 7. Manage the Enterprises | R.7.12 | Perform Financial & Statistical Analysis; Generate Estimates | The ability to compare actual tax revenue to forecasts and make real-time adjustments based on emerging data or market conditions. | A. Configuration | GenTax provides the ability to compare actual/forecasted revenue. For advanced revenue forecasting and modeling, many of our client agencies have opted to leverage an interface between GenTax and third-party solutions, such as SAS or Chainbridge Solutions. | |

| Functional Requirements | | | | | | |
|---------------------------|---------|--|---|-----------------------------------|--|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 7. Manage the Enterprises | R.7.13 | Perform Financial & Statistical Analysis; Generate Estimates | The ability to track and incorporate changes in tax laws, regulations, and economic conditions, ensuring that the system's forecasts are continuously aligned with the latest legal and regulatory updates. | A. Configuration | GenTax provides native functionality for analytics, business intelligence, reporting, and basic forecasting related to business functions managed within GenTax. For advanced revenue forecasting and impact analysis, many of our client agencies have opted to leverage an interface between GenTax and third-party solutions, such as SAS or Chainbridge Solutions. | |
| 7. Manage the Enterprises | R.7.14 | Perform Financial & Statistical Analysis; Generate Estimates | The ability for users to perform revenue analysis based on queries and advanced analytics and to utilize modeling to generate estimates by tax type, data element, | A. Configuration | | |
| 7. Manage the Enterprises | R.7.15 | Provide Operational Reporting & Dashboards | The ability to track tax collection performance, highlighting inefficiencies, underreporting, or potential areas for improvement. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.16 | Provide Operational Reporting & Dashboards | The ability to run standard reports, create and share ad-hoc reports, run queries, view dashboards and perform analysis, including revenue forecasting. | A. Configuration | GenTax includes native functionality for analytics, and business intelligence. This functionality includes the ability to run standard reports, create and share ad-hoc reports, run queries, view dashboards and perform analysis, including revenue forecasting. For advanced revenue forecasting, many of our client agencies have opted to leverage an interface between GenTax and third-party solutions, such as SAS or Chainbridge Solutions. | |
| 7. Manage the Enterprises | R.7.17 | Provide Operational Reporting & Dashboards | The ability to provide graphical representations of data and/or data dashboards with display options. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.18 | Provide Operational Reporting & Dashboards | The ability to provide data/information for running performance metrics (i.e., KPIs). | A. Configuration | | |
| 7. Manage the Enterprises | R.7.19 | Provide Operational Reporting & Dashboards | The ability to provide workflow reporting including, but not limited to, transaction volume, response time, amount of time a workflow step was in the user's control, | A. Configuration | | |
| 7. Manage the Enterprises | R.7.20 | Provide Operational Reporting & Dashboards | The ability to provide report for monitoring performance metrics and key performance indicators (KPIs) such as operational and analytical dashboards, | A. Configuration | | |
| 7. Manage the Enterprises | R.7.21 | Provide Operational Reporting & Dashboards | The ability to track how long a user remains on a page in the application. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.22 | Provide Operational Reporting & Dashboards | The ability to schedule reports and data exports to common formats (e.g. txt, csv) and configure distribution lists. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.23 | Provide Operational Reporting & Dashboards | The ability to interface with Google Drive, Microsoft Excel, and Power BI. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.24 | Provide Operational Reporting & Dashboards | The ability to generate customizable dashboards that display key tax revenue metrics including, but not limited to, Fund/Class Category (business, tobacco, CUT, etc.), revenue trends, and performance against forecasted figures. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.25 | Provide Operational Reporting & Dashboards | The ability to automate the generation of reports on a scheduled or ad-hoc basis, including detailed breakdowns of taxes, fees, and permits collected. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.26 | Provide Operational Reporting & Dashboards | The ability to provide interactive reports that allow users to drill down into specific tax revenue categories, such as business, taxes, or permits. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.27 | Provide Operational Reporting & Dashboards | The ability to provide a portal within the City network for any city departments to validate business taxes and permits without requiring login (e.g., compliance | A. Configuration | | |

| Functional Requirements | | | | | | |
|---------------------------|---------|--|---|-----------------------------------|--|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 7. Manage the Enterprises | R.7.28 | Provide Operational Reporting & Dashboards | The ability to share forecasted and actual revenue data across multiple departments (or divisions) to support cross-functional financial planning. | A. Configuration | GenTax includes the ability to share revenue data across multiple departments. For advanced revenue forecasting, many of our client agencies have opted to leverage an interface between GenTax and third-party solutions, such as SAS or Chainbridge Solutions. | |
| 7. Manage the Enterprises | R.7.29 | Manage Forms & Templates | The ability to create new and update existing forms, applications and correspondence templates, including updating instructions, for paper and online filing. Correspondence includes, but is not limited to, registrations, renewals, permits, assessments and bills, requests for information, delinquent notices, and | A. Configuration | | |
| 7. Manage the Enterprises | R.7.30 | Manage Forms & Templates | The ability to maintain different versions of forms, correspondence and other templates, by effective date, for different account types and filing periods. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.31 | Manage Forms & Templates | The ability to create and modify a form template with multiple schedules (e.g., form types) that contain nested information and may aggregate nested line-item | A. Configuration | | |
| 7. Manage the Enterprises | R.7.32 | Manage Forms & Templates | The ability to configure and manage form templates with master headers and footers, where a single change to the master section (e.g., logo, address, signature, etc.) will apply to all (appropriate) forms associated with that master. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.33 | Manage Forms & Templates | The ability to create and maintain correspondence templates for batch and on demand correspondence. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.34 | Manage Forms & Templates | The ability to manually create correspondence templates with dynamic fields, including standard text, predefined paragraphs based on Finance-defined business rules, and free-form text for tailored certain communications. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.35 | Manage Forms & Templates | The ability to add barcoded information to outbound correspondence, allowing for automated scanning and processing when returned to Finance. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.36 | Manage Forms & Templates | The ability to secure access to form templates via role-based access control. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.37 | Manage Forms & Templates | The ability to create and manage multilingual forms and templates, ensuring accessibility and compliance for diverse population. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.38 | Manage Forms & Templates | The ability to track changes and maintain an audit history for form templates, including version control and user modification. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.39 | Manage Forms & Templates | The ability to create and modify forms through an intuitive, no-code interface, allowing non-technical users to efficiently create or customize templates. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.40 | Provide Comprehensive Transaction Auditing | The ability for the system to retain a detailed audit trail of all activities, such as views, additions, changes, and deletions. This should apply to both user-initiated actions and system-generated events. The audit trail must record, at a minimum, the date and time, user information, and other relevant details of the activity or | A. Configuration | | |
| 7. Manage the Enterprises | R.7.41 | Provide Comprehensive Transaction Auditing | The ability to maintain a log of query or view access to database records and/or application screens maintained for investigative purposes. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.42 | Provide Comprehensive Transaction Auditing | The ability to search audit trail records by user ID. The search results should provide information including, but not limited to, user (or system) ID making the change, query, or viewing, date and time of occurrence, physical software/hardware and network location (IP address) of the person while making the change, information that was changed, outcome of the event, data before and | A. Configuration | | |
| 7. Manage the Enterprises | R.7.43 | Manage Internal Controls & Internal Audits | The ability to create and monitor internal controls via a range of capabilities, including standard and ad-hoc reporting, activity flagging, real-time alerts, etc. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.44 | Manage Internal Controls & Internal Audits | The ability to manage investigation functions and retain detailed investigation-related information within the system. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.45 | Manage Human Resources & Training | The ability to support any necessary HR and employee/contractor training efforts related to the tax system. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.46 | Manage Human Resources & Training | The ability for business users to conduct computer based training (CBT) in the system. | A. Configuration | | |

| Functional Requirements | | | | | | |
|---------------------------|---------|-----------------------------------|--|-----------------------------------|--|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 7. Manage the Enterprises | R.7.47 | Manage Human Resources & Training | The ability to configure, edit, and view system help documentation in the system. | A. Configuration | | |
| 7. Manage the Enterprises | R.7.48 | Manage Budgeting | The ability to integrate tax revenue forecasts directly into the City's budget process, enabling resource allocation based on projected revenue streams. | A. Configuration | GenTax provides native functionality for analytics, business intelligence, reporting, and basic forecasting related to business functions managed within GenTax, such as the anticipated number of return submissions. For detailed revenue and fiscal forecasting, many of our client agencies have opted to leverage an interface between GenTax and third-party forecasting solutions, such as SAS. | |
| 7. Manage the Enterprises | R.7.49 | Manage Budgeting | The ability to track and reconcile actual tax revenues with budgeted figures, supporting adjustments to revenue forecasts as needed. | A. Configuration | GenTax provides native functionality for analytics, business intelligence, reporting, and basic forecasting related to business functions managed within GenTax, such as the anticipated number of return submissions. For detailed revenue and fiscal forecasting, many of our client agencies have opted to leverage an interface between GenTax and third-party forecasting solutions, such as SAS. | |
| 8. Field Enforcement | R.8.1 | Discovery | The ability to identify businesses operating without proper registration. | A. Configuration | | |
| 8. Field Enforcement | R.8.2 | Discovery | The ability to import and match business data from external sources (e.g., FTB, CDTFA, SOS, CSLB, DOCA, LUPAMS) to identify unregistered businesses. | A. Configuration | | |
| 8. Field Enforcement | R.8.3 | Discovery | The ability to apply advanced techniques like data cleansing, fuzzy matching, and other enhancement methods to match and synchronize business data from | A. Configuration | | |
| 8. Field Enforcement | R.8.4 | Discovery | The ability to update the match records to reflect registered status. | A. Configuration | | |
| 8. Field Enforcement | R.8.5 | Discovery | The ability to flag exempt businesses based on predefined industry codes (e.g., 501(c) organizations, educational institutions). | A. Configuration | | |
| 8. Field Enforcement | R.8.6 | Discovery | The ability to exclude businesses with valid registrations or exemptions from further discovery processes. | A. Configuration | | |
| 8. Field Enforcement | R.8.7 | Discovery | The ability to configure a workflow that sends certain notices to businesses, based on Finance-defined business rules, at certain date intervals. | A. Configuration | | |
| 8. Field Enforcement | R.8.8 | Discovery | The ability to automatically generate and send an initial communication letter to businesses that are identified as unregistered. | A. Configuration | | |
| 8. Field Enforcement | R.8.9 | Discovery | The ability to send follow-up assessment letters automatically if there is no response within a specified period (e.g., 45 days). | A. Configuration | | |
| 8. Field Enforcement | R.8.10 | Discovery | The ability to identify a new Portal registration resulted from a Discovery program. | A. Configuration | | |
| 8. Field Enforcement | R.8.11 | Field Enforcement - Assessment | The ability to generate and issue non-compliance letters to businesses with unresolved tax or permit violations, notifying them of the violations and potential penalties. Additionally, it should automatically send notifications and alerts to business owners when enforcement actions are taken or completed. | A. Configuration | | |
| 8. Field Enforcement | R.8.12 | Field Enforcement - Assessment | The ability to identify unregistered business locations in LA City for the same taxpayer, utilizing both internal and external data sources to detect and monitor | A. Configuration | | |
| 8. Field Enforcement | R.8.13 | Field Enforcement - Assessment | The ability to provide real-time GPS tracking for field officers, allowing the system to monitor their location and optimize routing for inspections and enforcement actions. | C. 3rd Party Integration | GenTax supports integration with third-party GPS tracking applications. | |
| 8. Field Enforcement | R.8.14 | Field Enforcement - Assessment | The ability to automatically identify all businesses located at the same address as a taxpayer, as well as nearby businesses within a defined radius, for targeted enforcement actions (e.g., 'Businesses Near Me'), allowing users to locate businesses around the area/app. | C. 3rd Party Integration | GenTax natively supports integration with third-party mapping software such as Google Maps. | |

| Functional Requirements | | | | | | |
|---------------------------|---------|--------------------------------|---|-----------------------------------|---|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 8. Field Enforcement | R.8.15 | Field Enforcement - Assessment | The ability to track any changes in business status, such as changes in business structure (e.g., partnership to corporation), corporate stockholders or legal name. | A. Configuration | | |
| 8. Field Enforcement | R.8.16 | Field Enforcement - Assessment | The ability to flag accounts that have reported lower amended gross receipts after filing renewals, potentially to reduce their tax liability or qualify for small business | A. Configuration | | |
| 8. Field Enforcement | R.8.17 | Field Enforcement - Assessment | The ability to categorize calls (e.g. Easy, Medium, or Difficult) and generate a report with statistics for each Field Rep. | A. Configuration | | |
| 8. Field Enforcement | R.8.18 | POT Bond | The ability to automatically calculate the required bond amount based on gross receipts or estimated gross receipts for new parking facilities, following the tiered structure outlined in LAMC Chapter II, Article 1.15. | A. Configuration | | |
| 8. Field Enforcement | R.8.19 | POT Bond | The ability to track and manage bond adjustments, flagging any significant changes (5% or more) in gross receipts. Operators should be notified when they need to update their bond amounts. If gross receipts rise, the system should prompt operators to submit a revised bond reflecting the new higher amount within the | A. Configuration | | |
| 8. Field Enforcement | R.8.20 | POT Bond | The ability to file a single bond for multiple facilities. Allow operators with multiple facilities to submit a single, consolidated bond. The bond amount should be the sum of the amounts required for each individual facility, simplifying the process for | A. Configuration | | |
| 8. Field Enforcement | R.8.21 | POT Bond | The ability to track operators' eligibility for the POT Collection Bond Exemption, based on criteria such as credit card payments, accurate tax reporting, and electronic records access. Automated reminders should be sent for exemption | A. Configuration | | |
| 8. Field Enforcement | R.8.22 | POT Bond | The ability to apply for a cash deposit in lieu of a bond if they cannot secure one. The system should facilitate the creation of a cash deposit account with the Office of Finance for 50% of the prescribed bond amount and allow operators to request a refund of the cash deposit once they become eligible to secure a bond. | A. Configuration | | |
| 8. Field Enforcement | R.8.23 | POT Bond | The ability to support bond cancellation requests from operators or sureties. It should track the 30-day notice period required before a cancellation becomes effective. Bond cancellations should only occur after this notice period, and the | A. Configuration | | |
| 8. Field Enforcement | R.8.24 | POT Bond | The ability to provide comprehensive management of assessments and liabilities imposed on operators and their sureties, linking each assessment to specific facilities and their corresponding bond amounts. The system should send notifications to both operators and sureties, detailing the assessment and providing clear guidance on the process for contesting or addressing the | A. Configuration | | |
| 8. Field Enforcement | R.8.25 | POT Bond | The ability to send automatic notifications to both operators and sureties, detailing the assessment imposed and providing clear guidance on the process for contesting or addressing the assessment. The notifications should include instructions on necessary steps, deadlines, and options available for resolution. | A. Configuration | | |
| 8. Field Enforcement | R.8.26 | POT Bond | The ability to facilitate the process of refund requests from Cash Deposits. The system should provide a streamlined workflow from ensuring the taxpayer has a deposit in place and coordinating with audit to review the account. | A. Configuration | | |
| 9. Online Customer Portal | R.9.1 | Manage Online Customer Portal | The ability to integrate the ITS solution and the taxpayer-facing portal in real-time to support portal functionality and services offered to taxpayers. | A. Configuration | | |
| 9. Online Customer Portal | R.9.2 | Manage Online Customer Portal | The ability to prevent creation of fraudulent user accounts by applying security features (e.g. CAPTCHA, shared secrets). | A. Configuration | | |
| 9. Online Customer Portal | R.9.3 | Manage Online Customer Portal | The ability to auto populate online user profile information after proper login and validation by the taxpayer. | A. Configuration | | |
| 9. Online Customer Portal | R.9.4 | Manage Online Customer Portal | The ability to support certain types of requests, using sufficient identifiers (e.g. prior year AGI), without requiring log-in. For example, "Where's my refund" to request | A. Configuration | | |
| 9. Online Customer Portal | R.9.5 | Manage Online Customer Portal | The ability for external users (taxpayers, tax preparers, bulk filers, local governments, etc.) to access, add and update information directly into the system through an online taxpayer portal, including the ability to submit applications, | A. Configuration | | |

| Functional Requirements | | | | | | |
|---------------------------|---------|-------------------------------|---|-----------------------------------|---|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 9. Online Customer Portal | R.9.6 | Manage Online Customer Portal | The ability to see all the information that is available for a taxpayer including, but not limited to, taxpayer information (e.g., name, address, contact information, etc.), tax status (e.g., outstanding balance, business permits, open collection enforcement actions, open audits, etc.), tax information (e.g., registrations and renewals filed, payments made, refunds issued), history (e.g., correspondence issued, customer services notes, etc.), tax credits (e.g., claims, awards, etc.), etc. | A. Configuration | | |
| 9. Online Customer Portal | R.9.7 | Manage Online Customer Portal | The ability to allow taxpayers to delegate authority to other entities such as tax preparers, power of attorney, etc. Delegated authority allows effective-date-based access to verified client (taxpayer) accounts and information and allows selected | A. Configuration | | |
| 9. Online Customer Portal | R.9.8 | Manage Online Customer Portal | The ability to allow Finance business users to perform selected functions on behalf of taxpayers (e.g. view, enter and submit forms). | A. Configuration | The GenTax web portal allows taxpayers to share their online session with agency users in real time. Using this session, agency users can provide guidance and instructions to perform the desired functions. | |
| 9. Online Customer Portal | R.9.9 | Manage Online Customer Portal | The ability for non-authenticated users to file, pay or submit requests without creating a login account. | A. Configuration | | |
| 9. Online Customer Portal | R.9.10 | Manage Online Customer Portal | The ability to search for transactions using various criteria including, but not limited to, transaction type, payment amount, specific date or range of dates. | A. Configuration | | |
| 9. Online Customer Portal | R.9.11 | Manage Online Customer Portal | The ability to deactivate taxpayer portal account based on business rules. Deactivation reasons include, but not limited to, inactivity period and failed login | A. Configuration | | |
| 9. Online Customer Portal | R.9.12 | Manage Online Customer Portal | The ability to manually suspend taxpayer or taxpayer representative / third-party access to portal account. | A. Configuration | | |
| 9. Online Customer Portal | R.9.13 | Manage Online Customer Portal | The ability to support validation of taxpayer entered data and display descriptive, easy to understand error messages to the taxpayer. | A. Configuration | | |
| 9. Online Customer Portal | R.9.14 | Manage Online Customer Portal | The ability to enforce taxpayer adherence to Agency password policies (e.g., | A. Configuration | | |
| 9. Online Customer Portal | R.9.15 | Manage Online Customer Portal | The ability to offer online help and frequently asked questions (FAQs) to support taxpayer self-service in using the taxpayer-facing portal including live and interactive | A. Configuration | | |
| 9. Online Customer Portal | R.9.16 | Manage Online Customer Portal | The ability to submit and respond to service requests with pre-defined fields so that taxpayers can correspond with Finance business users on functions including, but not limited to, general inquiries, requests for tax clearance letters, prior year | A. Configuration | | |
| 9. Online Customer Portal | R.9.17 | Manage Online Customer Portal | The ability to view existing service requests that have been submitted with any associated responses from Finance business users. | A. Configuration | | |
| 9. Online Customer Portal | R.9.18 | Manage Online Customer Portal | The ability to attach and submit supporting documentation for service requests. | A. Configuration | | |
| 9. Online Customer Portal | R.9.19 | Manage Online Customer Portal | The ability to provide status of a refund request, even if registration or renewal is not yet posted (e.g. check source system if associated with the refund submission or worklist items that may require action before posting to the account). | A. Configuration | | |
| 9. Online Customer Portal | R.9.20 | Manage Online Customer Portal | The ability to submit various forms including, but not limited to, registration applications, waiver requests, filing extensions, voluntary disclosures, etc. | A. Configuration | | |
| 9. Online Customer Portal | R.9.21 | Manage Online Customer Portal | The ability to register for tax accounts and receive a registration/account number. | A. Configuration | | |
| 9. Online Customer Portal | R.9.22 | Manage Online Customer Portal | The ability to print licenses, registrations and correspondence notices on demand. | A. Configuration | | |
| 9. Online Customer Portal | R.9.23 | Manage Online Customer Portal | The ability to inactivate, close or cancel a tax account | A. Configuration | | |
| 9. Online Customer Portal | R.9.24 | Manage Online Customer Portal | The ability to submit original and amended registrations, renewals and make | A. Configuration | | |
| 9. Online Customer Portal | R.9.25 | Manage Online Customer Portal | The ability to submit certain registrations and renewals only without payment. | A. Configuration | | |
| 9. Online Customer Portal | R.9.26 | Manage Online Customer Portal | The ability to require payment when submitting certain registrations and renewals. | A. Configuration | | |
| 9. Online Customer Portal | R.9.27 | Manage Online Customer Portal | The ability to make payments only without submitting a registration or renewal. | A. Configuration | | |
| 9. Online Customer Portal | R.9.28 | Manage Online Customer Portal | The ability to submit extensions with and without payment. | A. Configuration | | |
| 9. Online Customer Portal | R.9.29 | Manage Online Customer Portal | The ability to submit amended registrations and renewals with and without | A. Configuration | | |
| 9. Online Customer Portal | R.9.30 | Manage Online Customer Portal | The ability to perform real-time validations on registration or renewal line-item values and display plain language descriptions for invalid entries. | A. Configuration | | |
| 9. Online Customer Portal | R.9.31 | Manage Online Customer Portal | The ability to prevent a registration or renewal from being saved with errors. | A. Configuration | | |

| Functional Requirements | | | | | | |
|---------------------------|---------|-------------------------------|--|-----------------------------------|--|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 9. Online Customer Portal | R.9.32 | Manage Online Customer Portal | The ability to capture an electronic signature or acceptance of filing. | A. Configuration | GenTax supports the acceptance of electronic signatures on online forms and integration with third-party e-signature software. | |
| 9. Online Customer Portal | R.9.33 | Manage Online Customer Portal | The ability to allow bulk filers (e.g., accountants) to file registrations, renewals and payments in batch via the taxpayer portal, rejecting those transactions with missing | A. Configuration | | |
| 9. Online Customer Portal | R.9.34 | Manage Online Customer Portal | The ability to restrict filing of a registration, renewal or payment to only the account and filing period applicable based on Finance-defined business rules. | A. Configuration | | |
| 9. Online Customer Portal | R.9.35 | Manage Online Customer Portal | The ability to lookup, view and print a posted registration or renewal with line-items and schedules, by searching with confirmation number or other criteria such as | A. Configuration | | |
| 9. Online Customer Portal | R.9.36 | Manage Online Customer Portal | The ability to send notifications to registered taxpayers advising of upcoming due dates for filing or tax due but not paid. | A. Configuration | | |
| 9. Online Customer Portal | R.9.37 | Manage Online Customer Portal | The ability to pay a bill with a lookup reference number. | A. Configuration | | |
| 9. Online Customer Portal | R.9.38 | Manage Online Customer Portal | The ability to pay an aggregate balance due across tax types and periods. | A. Configuration | | |
| 9. Online Customer Portal | R.9.39 | Manage Online Customer Portal | The ability to transmit ACH and credit card payments via integration with Finances' third-party electronic payment processor or bank. | A. Configuration | | |
| 9. Online Customer Portal | R.9.40 | Manage Online Customer Portal | The ability to warehouse (schedule) a future payment with bank information. | A. Configuration | | |
| 9. Online Customer Portal | R.9.41 | Manage Online Customer Portal | The ability to capture banking information from scheduled portal payments and save to the taxpayer's entity profile in the ITS. | A. Configuration | | |
| 9. Online Customer Portal | R.9.42 | Manage Online Customer Portal | The ability to cancel warehoused (scheduled) payments up until a point defined by Finance business rules | A. Configuration | | |
| 9. Online Customer Portal | R.9.43 | Manage Online Customer Portal | The ability to accept electronic submissions prior to the due date or period end date, where determined to be allowed based on business rules. | A. Configuration | | |
| 9. Online Customer Portal | R.9.44 | Manage Online Customer Portal | The ability to pay a specific bill, or pay an outstanding balance across locations | A. Configuration | | |
| 9. Online Customer Portal | R.9.45 | Manage Online Customer Portal | The ability to submit a payment plan request. | A. Configuration | | |
| 9. Online Customer Portal | R.9.46 | Manage Online Customer Portal | The ability to calculate payments for a payment plan based on data entered (e.g. number of months, monthly payment account) | A. Configuration | | |
| 9. Online Customer Portal | R.9.47 | Manage Online Customer Portal | The ability to accept payment plan request and automatically create a payment plan agreement if criteria meets Finance business rules. | A. Configuration | | |
| 9. Online Customer Portal | R.9.48 | Manage Online Customer Portal | The ability to view existing payment plan information such as prior payments, status, and remaining balance based on updated penalty and interest calculations | A. Configuration | | |
| 9. Online Customer Portal | R.9.49 | Manage Online Customer Portal | The ability to send email and SMS notifications (e.g., upcoming payment plan payments, renewals, etc.). | A. Configuration | | |
| 9. Online Customer Portal | R.9.50 | Manage Online Customer Portal | The ability to save any "in-progress" form (e.g., registration application, renewal, etc.) to be retrieved and submitted at a later time. | A. Configuration | | |
| 9. Online Customer Portal | R.9.51 | Manage Online Customer Portal | The ability to allow taxpayers to 'opt in' or 'opt out' of electronic communications. | A. Configuration | | |
| 9. Online Customer Portal | R.9.52 | Manage Online Customer Portal | The ability to renew a license or permit. | A. Configuration | | |
| 9. Online Customer Portal | R.9.53 | Manage Online Customer Portal | The ability to allow taxpayer to apply for a duplicate or replacement license or permit online and attach supporting document(s). Also prevent duplicate | A. Configuration | | |
| 9. Online Customer Portal | R.9.54 | Manage Online Customer Portal | The ability to facilitate self-service for bank and wage garnishment payments from | A. Configuration | | |
| 9. Online Customer Portal | R.9.55 | Manage Online Customer Portal | The ability for business users to mirror an external user's (e.g., taxpayer) online customer portal session to provide customer service. | A. Configuration | | |
| 9. Online Customer Portal | R.9.56 | Manage Online Customer Portal | The ability to navigate a Portal account from a mobile device including, but not limited to, logging into account, navigating to all content, submit filings and make | A. Configuration | | |
| 9. Online Customer Portal | R.9.57 | Manage Online Customer Portal | The ability for taxpayer entities to designate degree of access third-parties have to act on their behalf including, but not limited to, view tax information, file renewals, and make payments via an on-line portal. | A. Configuration | | |
| 9. Online Customer Portal | R.9.58 | Manage Online Customer Portal | The ability to restrict the number of third-party authorizations, by taxpayer. | A. Configuration | | |
| 9. Online Customer Portal | R.9.59 | Manage Online Customer Portal | The ability for third-party access to be restricted to a range of effective dates. | A. Configuration | | |
| 9. Online Customer Portal | R.9.60 | Manage Online Customer Portal | The ability to search for third-party access to identify which taxpayers are using the same representative. | A. Configuration | | |

| Functional Requirements | | | | | | |
|---------------------------|---------|-------------------------------|--|-----------------------------------|---|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 9. Online Customer Portal | R.9.61 | Manage Online Customer Portal | The ability to alert taxpayer to review third-party access on an annual basis. | A. Configuration | | |
| 9. Online Customer Portal | R.9.62 | Manage Online Customer Portal | The ability for a taxpayer to end partial or all third-party access to their account. | A. Configuration | | |
| 9. Online Customer Portal | R.9.63 | Manage Online Customer Portal | The ability for a taxpayer to watch various tutorial videos, or computer-based trainings, for how to navigate and take action on the online customer portal. | A. Configuration | | |
| 9. Online Customer Portal | R.9.64 | Manage Online Customer Portal | The ability to systematically validate and verify an address if a taxpayer adds/updates the address on the online customer portal. | A. Configuration | | |

| Technical Requirements | | | | | | |
|------------------------|---------|--|--|-----------------------------------|---|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 10. Technical | R.10.1 | Manage Documents & Content | The ability to create, modify, and store document templates in a centralized repository. | A. Configuration | | |
| 10. Technical | R.10.2 | Manage Documents & Content | The ability to maintain historical versions of document templates by effective dates. | A. Configuration | | |
| 10. Technical | R.10.3 | Manage Documents & Content | The ability to support use of master headers and footers across document templates. | A. Configuration | | |
| 10. Technical | R.10.4 | Manage Documents & Content | The ability to support fixed language in document templates. | A. Configuration | | |
| 10. Technical | R.10.5 | Manage Documents & Content | The ability for a Template Administrator to configure one or more canned paragraphs from a list that users can select. | A. Configuration | | |
| 10. Technical | R.10.6 | Manage Documents & Content | The ability to allow mass update of template content (e.g., governor name change, etc.). | A. Configuration | | |
| 10. Technical | R.10.7 | Manage Documents & Content | The ability to support various document distribution methods (e.g., certified, bulk, etc.). | A. Configuration | | |
| 10. Technical | R.10.8 | Manage Documents & Content | The ability to integrate application data with document templates. | A. Configuration | | |
| 10. Technical | R.10.9 | Manage Documents & Content | The ability to maintain a centralized repository of document templates. | A. Configuration | | |
| 10. Technical | R.10.10 | Manage Documents & Content | The ability to restrict access to who can view or modify document templates based on role-based access control. | A. Configuration | | |
| 10. Technical | R.10.11 | Manage Documents & Content | The ability to scan certain inbound correspondence to route to specified locations (need interface from scanning hardware to ITS). | A. Configuration | | |
| 10. Technical | R.10.12 | Manage Documents & Content | The ability to integrate the proposed ITS solution with the City's document scanning equipment, associate inbound images with ITS individuals and businesses at the entity, account, period, or case level, and allow a business user to view and/or edit the document from within the proposed ITS solution. | A. Configuration | | |
| 10. Technical | R.10.13 | Create, Update & Maintain Business Rules | The ability to configure business rules based with Finance-defined criteria. | A. Configuration | | |
| 10. Technical | R.10.14 | Create, Update & Maintain Business Rules | The ability to add, update, and remove business rules for both core and custom functionality. | A. Configuration | | |
| 10. Technical | R.10.15 | Create, Update & Maintain Business Rules | The ability to test new or modified business rules before deploying to production. | A. Configuration | | |
| 10. Technical | R.10.16 | Create, Update & Maintain Business Rules | The ability to support categorization of business rules (e.g., registration, renewal processing, financials, etc.). | A. Configuration | | |
| 10. Technical | R.10.17 | Create, Update & Maintain Business Rules | The ability to support role based user security for accessing and modifying business rules. | A. Configuration | | |
| 10. Technical | R.10.18 | Create, Update & Maintain Business Rules | The ability to support nested and boolean logic in business rules. | A. Configuration | | |
| 10. Technical | R.10.19 | Create, Update & Maintain Business Rules | The ability to support conditional rules to determine appropriate action in business rules. | A. Configuration | | |
| 10. Technical | R.10.20 | Create, Update & Maintain Business Rules | The ability to trigger system activity based on business rules. | A. Configuration | | |
| 10. Technical | R.10.21 | Create, Update & Maintain Business Rules | The ability to maintain historical versions of business rules with effective dates. | A. Configuration | | |
| 10. Technical | R.10.22 | Create, Update & Maintain Business Rules | The ability to record holidays and non-working days and use those dates for calculations in business rules. | A. Configuration | | |
| 10. Technical | R.10.23 | Create, Update & Maintain Workflows | The ability to route work through the required approval process, ensuring all procedures and quality checks are performed, authorized and verifiable through audit logs. | A. Configuration | | |
| 10. Technical | R.10.24 | Create, Update & Maintain Workflows | The ability to provide case management capabilities that allow programmatic and manual creation of cases for business processes where the case types include, but are not limited to, Billing, User Review, Audit, Collection, Bankruptcy, Criminal Investigation, etc. | A. Configuration | | |
| 10. Technical | R.10.25 | Create, Update & Maintain Workflows | The ability to provide programmatic and manual case management capabilities including, but not limited to: - Create a case - Record activities on a case (e.g., audit schedule, audit hours, taxpayer contact) - Assign and update case status (e.g., Open, Closed, Payment Plan, Hold, Review, etc.) manually or programmatically based on business rules - Update case information (e.g., case type, tax type, tax periods) - Assign/reassign case to a user or work queue - Bulk assignment/reassignment of cases by a supervisor - Close or cancel case - Bulk closure or cancellation of cases - Re-open case - Evaluate/monitor case - Trigger batch or ad-hoc correspondence for a case - Adjust the case lifecycle (e.g., move a case forward or backward in the lifecycle) - Approve/deny case actions - Add/view notes | A. Configuration | | |
| 10. Technical | R.10.26 | Create, Update & Maintain Workflows | The ability to generate a unique case identifier for each case created. | A. Configuration | | |

| Technical Requirements | | | | | | |
|------------------------|---------|-------------------------------------|--|-----------------------------------|---|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 10. Technical | R.10.27 | Create, Update & Maintain Workflows | The ability to create a case under the taxpayer entity, account and period levels, as well as separate from any registered taxpayer (e.g., suspense). | A. Configuration | | |
| 10. Technical | R.10.28 | Create, Update & Maintain Workflows | The ability to associate one or more periods to a consolidated case at the entity or account level (e.g., consolidated billing or refunds, statement of account, etc.) | A. Configuration | | |
| 10. Technical | R.10.29 | Create, Update & Maintain Workflows | The ability to associate cases for related taxpayer entities (e.g. responsible corporate officers of a business, or parent and subsidiary businesses). | A. Configuration | | |
| 10. Technical | R.10.30 | Create, Update & Maintain Workflows | The ability to close or cancel workflow items in bulk based on Finance-defined criteria. | A. Configuration | | |
| 10. Technical | R.10.31 | Create, Update & Maintain Workflows | The ability to attach documents to a case in various formats (e.g. Word, PDF, Excel, scanned image, etc.). | A. Configuration | | |
| 10. Technical | R.10.32 | Create, Update & Maintain Workflows | The ability to extend case details by configuring additional Finance-defined data fields. | A. Configuration | | |
| 10. Technical | R.10.33 | Create, Update & Maintain Workflows | The ability for multiple business users to view a case simultaneously. | A. Configuration | | |
| 10. Technical | R.10.34 | Create, Update & Maintain Workflows | The ability to assign a case to one or more business users, with a single primary user. | A. Configuration | | |
| 10. Technical | R.10.35 | Create, Update & Maintain Workflows | The ability to establish follow-up and/or due date criteria associated with a case and generate an automatic reminder to the assigned user when the date is reached or is within the next "x" days. | A. Configuration | | |
| 10. Technical | R.10.36 | Create, Update & Maintain Workflows | The ability to place a hold on designated case activities related to a taxpayer entity due to pending cases or case results (e.g. Criminal Investigation, Litigation/Hearing, Bankruptcy). | A. Configuration | | |
| 10. Technical | R.10.37 | Create, Update & Maintain Workflows | The ability to put a case on hold and set a date for the hold to be programmatically released. | A. Configuration | | |
| 10. Technical | R.10.38 | Create, Update & Maintain Workflows | The ability to manually release the hold on a case and maintain an audit trail for the user who performed this action. | A. Configuration | | |
| 10. Technical | R.10.39 | Create, Update & Maintain Workflows | The ability to programmatically initiate certain activities at specified intervals after the case hold is released, such as generate outbound correspondence or trigger another system action. | A. Configuration | | |
| 10. Technical | R.10.40 | Create, Update & Maintain Workflows | The ability to add identifiers or labels to an entity, account, or case that provide information on the taxpayer entity (e.g. tax protector, innocent spouse, active military, natural disaster, ID theft victim) and enables or disables system functionality based on business rules (e.g. prevents notices from being sent, prevents case actions). | A. Configuration | | |
| 10. Technical | R.10.41 | Create, Update & Maintain Workflows | The ability to allow previously disabled/suspended cases to re-enter the case lifecycle based on business rules (i.e. case resumes once natural disaster is lifted, case resumes once active military designation is removed). | A. Configuration | | |
| 10. Technical | R.10.42 | Create, Update & Maintain Workflows | The ability to manually skip case steps, or go back to a previous step. | A. Configuration | | |
| 10. Technical | R.10.43 | Create, Update & Maintain Workflows | The ability to view the case history for all case types and workflow items. | A. Configuration | | |
| 10. Technical | R.10.44 | Create, Update & Maintain Workflows | The ability to generate a PDF or printed document of a case that contains all case information and history. | A. Configuration | | |
| 10. Technical | R.10.45 | Create, Update & Maintain Workflows | The ability to escalate cases that are not resolved within certain timeframes, with automatic referrals to higher management or external collection agencies. | A. Configuration | | |
| 10. Technical | R.10.46 | Create, Update & Maintain Workflows | The ability to create cases for known or unknown entities. | A. Configuration | | |
| 10. Technical | R.10.47 | Support Work Queue Management | The ability to manage tasks through work queues that can track activity flow based on roles, ensuring all activities are traceable and the status is reportable. | A. Configuration | | |
| 10. Technical | R.10.48 | Support Work Queue Management | The ability to assign cases to user, group of users or work queues based on business rules. | A. Configuration | | |
| 10. Technical | R.10.49 | Support Work Queue Management | The ability to notify identified users when certain case management conditions exists (e.g. notification when a bankruptcy case is created for a taxpayer for whom the user has an existing workflow item). | A. Configuration | | |
| 10. Technical | R.10.50 | Support Work Queue Management | The ability to prioritize cases based on business rules (e.g. audit score, risk score, collectability score, total liability). | A. Configuration | | |
| 10. Technical | R.10.51 | Support Work Queue Management | The ability to search cases and allow various search criteria such as taxpayer name, taxpayer ID, case ID, tax type(s), tax period(s), case status and case assignment, etc. | A. Configuration | | |
| 10. Technical | R.10.52 | Support Work Queue Management | The ability to sort and filter case inventories based on user-defined criteria such as case status, case assignment, case type, taxpayer location, or age of cases. | A. Configuration | | |
| 10. Technical | R.10.53 | Support Work Queue Management | The ability to programmatically assign work list items (e.g. suspended transactions) to work queues based on business rules such as processing priority, tax type and suspense reason. | A. Configuration | | |
| 10. Technical | R.10.54 | Support Work Queue Management | The ability for programmatic reassignment of unworked work list items to another user or work queue based on business rules as well as manual bulk reassignment by a supervisor. | A. Configuration | | |
| 10. Technical | R.10.55 | Support Work Queue Management | The ability to define work queues at the user or unit/section/division levels. | A. Configuration | | |
| 10. Technical | R.10.56 | Support Work Queue Management | The ability to notify user of unworked and aging work list items assigned based on business rules. | A. Configuration | | |
| 10. Technical | R.10.57 | Support Work Queue Management | The ability to change prioritization and distribution of work list items based upon business rules. | A. Configuration | | |
| 10. Technical | R.10.58 | Support Work Queue Management | The ability for a supervisor to view the work list item inventory of all work queues and users. | A. Configuration | | |
| 10. Technical | R.10.59 | Support Work Queue Management | The ability to maintain history of the changes made by the user or system related to work list items. | A. Configuration | | |
| 10. Technical | R.10.60 | Manage Data Integrations | The ability to integrate with current and future applications and hardware from both Finance and external parties including, but not limited to, the ability to interface data in standard formats (e.g., csv, flat text, xml, etc.), upload of transactions in transaction and batch mode, and integrate with Finance technology. | A. Configuration | | |

| Technical Requirements | | | | | | |
|------------------------|---------|--|---|-----------------------------------|---|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 10. Technical | R.10.61 | Manage Data Integrations | The ability to seamlessly integrate with other City systems (e.g., financial management and accounting software, for comprehensive financial oversight). | A. Configuration | | |
| 10. Technical | R.10.62 | Manage Data Integrations | The ability to utilize modern Data Type Definitions (DTDs) to describe data elements. | A. Configuration | | |
| 10. Technical | R.10.63 | Manage Data Integrations | The ability to support standard interfaces for certain high volume bulk filers (e.g., sales tax) that will allow them to submit tax forms and payments electronically as a single transaction. | A. Configuration | | |
| 10. Technical | R.10.64 | Manage Data Integrations | The ability to support industry standard web service technologies and standards, including but not limited to: - MQ - RESTFUL Web Services - Extensible Markup Language (XML) - JSON data formats - Service-oriented architecture (SOA) - Universal discovery, description, and integration (UDDI) - Simple Object Access Protocol (SOAP) - Web Services Description Language (WSDL) - Web Services-Interoperability (WS-I) - Business Process Execution Language (BPEL) - Security Assertion Markup Language (SAML 2.0) - Hypertext Transfer Protocol Secure (HTTPS) | A. Configuration | | |
| 10. Technical | R.10.65 | Manage Data Integrations | The ability to provide a centralized point of administration for managing interface processes. | A. Configuration | | |
| 10. Technical | R.10.66 | Manage Data Integrations | The ability to systematically pick up files from, or write out files to, secured folders | A. Configuration | | |
| 10. Technical | R.10.67 | Manage Data Integrations | The ability to transfer data via secure FTP and should accept data in various file formats (e.g., fixed-length, delimited, XML, etc.). | A. Configuration | | |
| 10. Technical | R.10.68 | Manage Data Integrations | The ability to validate each field in an interface file based on business rules. | A. Configuration | | |
| 10. Technical | R.10.69 | Manage Data Integrations | The ability to reject a single record in the file or the whole file based on business rules. | A. Configuration | | |
| 10. Technical | R.10.70 | Manage Data Integrations | The ability to post financial transactions from an interface file. | A. Configuration | | |
| 10. Technical | R.10.71 | Manage Data Integrations | The ability to create various types of cases (e.g., exceptions, approval, etc.) from an interface file based on business rules. | A. Configuration | | |
| 10. Technical | R.10.72 | Manage Data Integrations | The ability to systematically generate a report displaying various statistics including, but not limited to, report name, processing date/time, number records processed, failures or rejections, etc. | A. Configuration | | |
| 10. Technical | R.10.73 | Manage Data Integrations | The ability to reconcile file data (e.g., amount, count) when the exchange is complete | A. Configuration | | |
| 10. Technical | R.10.74 | Manage Data Integrations | The ability to notify external entities of the status of their submissions via acknowledgement of the receipt of data (where applicable). | A. Configuration | | |
| 10. Technical | R.10.75 | Manage Data Integrations | The ability to notify external entities when errors occur during the processing of files (where applicable) and furnish information about failed processes, bad data, bad count and or amounts etc. | A. Configuration | | |
| 10. Technical | R.10.76 | Manage Data Integrations | The ability to integrate with with Finance printing, mailroom systems, scanner and additional paper processing systems used by Finance. | A. Configuration | | |
| 10. Technical | R.10.77 | Manage Data Integrations | The ability for telephony integration with context-specific pop-ups in the ITS application. | A. Configuration | | |
| 10. Technical | R.10.78 | Manage Data Integrations | The ability to exchange information and support services with help desk solutions. | A. Configuration | | |
| 10. Technical | R.10.79 | Manage Data Integrations | The ability to integrate with the e-mail system via encrypted SMTP (SMTP) over Transport Layer Security (TLS). | A. Configuration | | |
| 10. Technical | R.10.80 | Manage Data Integrations | The ability to set up appropriate approval, reconciliation procedures, and allow for the definition of retention periods for audit log data, for all inbound and outbound interfaces, and define a retention period for such data. | A. Configuration | | |
| 10. Technical | R.10.81 | Manage Data Integrations | The ability to raise an integration event or trigger on data Add/Change/Delete to an external integration tool via an industry standard method such as SOA (Service Oriented Architecture) or ESB (Enterprise Service Bus). | A. Configuration | | |
| 10. Technical | R.10.82 | Manage Security & Compliance (System & Role-Based) | The ability to monitor, prevent and deter unauthorized system access. All known attempts must be immediately reported to Finance. In the event of any impermissible disclosure, loss or destruction of Confidential Information, the Offeror must immediately notify Finance and take all reasonable steps to mitigate any potential harm or further disclosure, loss or destruction of such Confidential Information. In addition, pertaining to the unauthorized access, use, release, or disclosure of data, the Offeror shall comply with City, State and Federal data breach notifications regulations and is to report security incidents to Finance within one (1) hour of when the Offeror knew of such unauthorized access, use, release, or disclosure of data. | A. Configuration | | |
| 10. Technical | R.10.83 | Manage Security & Compliance (System & Role-Based) | The ability to protect session state from unauthorized access. | A. Configuration | | |
| 10. Technical | R.10.84 | Manage Security & Compliance (System & Role-Based) | The ability to encrypt all data in transit and at rest with the current FIPS validated encryption module. | A. Configuration | | |

| Technical Requirements | | | | | | |
|------------------------|----------|--|---|-----------------------------------|---|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 10. Technical | R.10.85 | Manage Security & Compliance (System & Role-Based) | The ability to prevent passing session identifiers in query strings and the system shall prevent at minimum the OWASP top 20 vulnerabilities (e.g., Injection). | A. Configuration | | |
| 10. Technical | R.10.86 | Manage Security & Compliance (System & Role-Based) | The ability to remove temporary objects from the system when database connections are closed, and memory is released. | A. Configuration | | |
| 10. Technical | R.10.87 | Manage Security & Compliance (System & Role-Based) | The ability to validate all input parameters (including form fields, query strings, cookies, and HTTP headers). | A. Configuration | | |
| 10. Technical | R.10.88 | Manage Security & Compliance (System & Role-Based) | The ability to encrypt cookies with sensitive data (e.g., no authentication credentials are found in the cookie file). | A. Configuration | | |
| 10. Technical | R.10.89 | Manage Security & Compliance (System & Role-Based) | The ability to support public certificates and transmits all data over TLS. | A. Configuration | | |
| 10. Technical | R.10.90 | Manage Security & Compliance (System & Role-Based) | The ability to support all cryptographic functions per FIPS 140-3 validated modules for transmission of sensitive data. | A. Configuration | | |
| 10. Technical | R.10.91 | Manage Security & Compliance (System & Role-Based) | The ability to prevent passing sensitive data in unsecured form fields or query strings. | A. Configuration | | |
| 10. Technical | R.10.92 | Manage Security & Compliance (System & Role-Based) | The ability to restrict and/or disable customer web portal access during scheduled or unplanned maintenance windows. | A. Configuration | | |
| 10. Technical | R.10.93 | Manage Security & Compliance (System & Role-Based) | The ability to prevent storage of any private or sensitive data in the error logs. | A. Configuration | | |
| 10. Technical | R.10.94 | Manage Security & Compliance (System & Role-Based) | The ability to prevent storage of database connection information, passwords, or any other sensitive credentials in plain text. | A. Configuration | | |
| 10. Technical | R.10.95 | Manage Security & Compliance (System & Role-Based) | The ability to allow only administrators to access identification and authentication information. | A. Configuration | | |
| 10. Technical | R.10.96 | Manage Security & Compliance (System & Role-Based) | The ability to support scanning of uploaded/attached files for viruses and malware, both via the portal and within the core solution. | A. Configuration | | |
| 10. Technical | R.10.97 | Manage Security & Compliance (System & Role-Based) | The ability to display the last date and time the user logged onto the system. | A. Configuration | | |
| 10. Technical | R.10.98 | Manage Security & Compliance (System & Role-Based) | The ability to track and display user logs including but not limited to log in/log out dates and times, and login location. | A. Configuration | | |
| 10. Technical | R.10.99 | Manage Security & Compliance (System & Role-Based) | The ability to update or patch the application(s) in a timely manner to protect against known vulnerabilities within 30 days. | A. Configuration | | |
| 10. Technical | R.10.100 | Manage Security & Compliance (System & Role-Based) | The ability to create a test system (UAT) that mirrors the production system in order to test application patches prior to updates/upgrade to the production system. | A. Configuration | | |
| 10. Technical | R.10.101 | Manage Security & Compliance (System & Role-Based) | The ability to manually and automatically log off the user accounts. | A. Configuration | | |
| 10. Technical | R.10.102 | Manage Security & Compliance (System & Role-Based) | The ability to support Finance account management process for application. Access is limited to individuals with a valid business purpose. | A. Configuration | | |
| 10. Technical | R.10.103 | Manage Security & Compliance (System & Role-Based) | The ability to ensure all internet-facing and/or public facing portions of the system connect to a segregated database, with no direct connection/access to core system application databases that may contain sensitive data (e.g., PII) | A. Configuration | | |
| 10. Technical | R.10.104 | Manage Security & Compliance (System & Role-Based) | The ability to flag and identify transactions and/or activities that do not comply with security controls and/or policies (e.g., repeated attempts to access restricted taxpayer accounts from the same user, location, etc.) | A. Configuration | | |
| 10. Technical | R.10.105 | Manage Security & Compliance (System & Role-Based) | The ability to monitor access to programs/sub-systems, and track changes to data based on defined application change controls. | A. Configuration | | |
| 10. Technical | R.10.106 | Manage Security & Compliance (System & Role-Based) | The ability to disable functionality not needed or obsolete. | A. Configuration | | |
| 10. Technical | R.10.107 | Manage Security & Compliance (System & Role-Based) | The ability to remove, rename, or disable built-in accounts (e.g. accounts with Offeror names). | A. Configuration | | |
| 10. Technical | R.10.108 | Manage Security & Compliance (System & Role-Based) | The ability to allow for the periodic testing of security issues via automated vulnerability scanning methods or manual control testing or a combination thereof. | A. Configuration | | |
| 10. Technical | R.10.109 | Manage Security & Compliance (System & Role-Based) | The ability to provide controls to ensure access to program libraries is restricted to developers and other administrators who require access. | A. Configuration | | |
| 10. Technical | R.10.110 | Manage Security & Compliance (System & Role-Based) | The ability to run tests that are scheduled or ad-hoc to ensure system initialization, shutdown and abort is in a secure state. | A. Configuration | | |
| 10. Technical | R.10.111 | Manage Security & Compliance (System & Role-Based) | The ability to ensure access to output/reports/files based on business need and authorized users. | A. Configuration | | |
| 10. Technical | R.10.112 | Manage Security & Compliance (System & Role-Based) | The ability to provide support for purging/removal of unused code and libraries from the application. | A. Configuration | | |
| 10. Technical | R.10.113 | Manage Security & Compliance (System & Role-Based) | The ability to utilize an appropriate method of obfuscation to secure sensitive data based on the environment and/or use of that sensitive data. Obfuscating methods shall include, but not be limited to masking, scrambling, encrypting, tokenizing, redacting. | A. Configuration | | |

| Technical Requirements | | | | | | |
|------------------------|----------|--|---|-----------------------------------|---|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 10. Technical | R.10.114 | Manage Security & Compliance (System & Role-Based) | The ability to validate and test security patches, including rollback features. | A. Configuration | | |
| 10. Technical | R.10.115 | Manage Security & Compliance (System & Role-Based) | The ability to comply with ITA Information Security Policy data security requirements including, but not limited to, FIPS 199, NIST SP 800-30 Revision 1 and 4 and NIST SP 800-53 and have flexibility to adopt to future security changes. | A. Configuration | | |
| 10. Technical | R.10.116 | Manage Security & Compliance (System & Role-Based) | The ability to implement security controls in accordance with all City and State security policy and regulations. | A. Configuration | | |
| 10. Technical | R.10.117 | Manage Security & Compliance (System & Role-Based) | The ability to adhere to the principle of "Fail Safe" to ensure that an IAM component in a failed state does not reveal any sensitive information or leave any access controls open for attacks. | A. Configuration | | |
| 10. Technical | R.10.118 | Manage Security & Compliance (System & Role-Based) | The ability to maintain a level of security that is commensurate with the risk and magnitude of the harm that could result from the loss, misuse, disclosure, or modification of information based on Finance security requirements. | A. Configuration | | |
| 10. Technical | R.10.119 | Manage Security & Compliance (System & Role-Based) | The ability to provide for security concepts covering the following components: Virtual Private Network (VPN), firewall technology, virus-/intrusion detection, mail/content filtering avoiding false positives, encryption, Public Key Infrastructure (PKI). | A. Configuration | | |
| 10. Technical | R.10.120 | Manage Security & Compliance (System & Role-Based) | The ability to support security at the object level (e.g. Table, View, Index). | A. Configuration | | |
| 10. Technical | R.10.121 | Manage Security & Compliance (System & Role-Based) | The ability to support security at the row and column level. | A. Configuration | | |
| 10. Technical | R.10.122 | Manage Security & Compliance (System & Role-Based) | The ability to support auditing at the object level (i.e. Table, Column). | A. Configuration | | |
| 10. Technical | R.10.123 | Manage Security & Compliance (System & Role-Based) | The ability to support, at minimum, 256 bit TLS 1.3 , or higher, between the client browser and all application modules. | A. Configuration | | |
| 10. Technical | R.10.124 | Manage Security & Compliance (System & Role-Based) | The ability to provide secure remote access to the system (i.e. outside the firewall) using a web browser or other Internet technology. | A. Configuration | | |
| 10. Technical | R.10.125 | Manage Security & Compliance (System & Role-Based) | The ability to support IPsec or Transport Layer Security with Extended Validation certificates and two-factor authentication for connecting to a service . | A. Configuration | | |
| 10. Technical | R.10.126 | Manage Security & Compliance (System & Role-Based) | The ability to provide redundancy and load balancing for firewalls, intrusion prevention, and other critical security elements. | A. Configuration | | |
| 10. Technical | R.10.127 | Manage Security & Compliance (System & Role-Based) | The ability to provide protection against denial-of-service attacks against its Internet presence. | A. Configuration | | |
| 10. Technical | R.10.128 | Manage Security & Compliance (System & Role-Based) | The ability to ensure publicly-accessible interfaces or components are not on the same physical or virtual server as sensitive internal interfaces or components. | A. Configuration | | |
| 10. Technical | R.10.129 | Manage Security & Compliance (System & Role-Based) | The ability to detect security-relevant events via continuous monitoring for generating audit records for them. At a minimum the events will include, but not limited to: <ul style="list-style-type: none"> - Start/stop - User login/logout - Session timeout - Account lockout - Taxpayer/Customer record created/viewed/updated/deleted - Scheduling - Query - Order - Node-authentication failure - Signature created/validated - Security administration events - Backup and restore | A. Configuration | | |
| 10. Technical | R.10.130 | Manage Security & Compliance (System & Role-Based) | The ability to use a single user sign-on for all modules with security configured for each module (i.e. user to gain access to the database associated with the application without re-entering the user ID and password). The single sign-on capability shall be compatible with the user's operating system sign-on or SAML 2.0. | A. Configuration | | |
| 10. Technical | R.10.131 | Manage Security & Compliance (System & Role-Based) | The ability to link the user logon ID to the employee or contractor information including, but not limited to identification number, assigned locations, etc. | A. Configuration | | |
| 10. Technical | R.10.132 | Manage Security & Compliance (System & Role-Based) | The ability to assign application access rights for the entire suite of applications at a single point of entry. | A. Configuration | | |
| 10. Technical | R.10.133 | Manage Security & Compliance (System & Role-Based) | The ability for the system, upon detection of inactivity of an interactive session, will prevent further viewing and access to the System by that session by terminating the session, or by initiating a session lock that remains in effect until the user reestablishes access using appropriate identification and authentication procedures. The inactivity timeout will be configurable. | A. Configuration | | |

| Technical Requirements | | | | | | |
|------------------------|----------|--|--|-----------------------------------|---|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 10. Technical | R.10.134 | Manage Security & Compliance (System & Role-Based) | The ability to enforce a limit of (configurable) consecutive invalid access attempts by a user. The IAM component will protect against further, possibly malicious, user authentication attempts using an appropriate mechanism (e.g. locks the account/node after 3 consecutive attempts until released by an administrator, locks the account/node for a configurable time period, or delays the next login prompt according to a configurable delay algorithm). | A. Configuration | | |
| 10. Technical | R.10.135 | Manage Security & Compliance (System & Role-Based) | The ability to associate permissions to a user through the following access controls: - Role-Based Access Controls (RBAC; users are grouped by role and access rights assigned to these groups) - Context-based (RBAC with additional access rights assigned or restricted based on the context of the transaction such as time-of-day, workstation-location, emergency-mode, etc.) | A. Configuration | | |
| 10. Technical | R.10.136 | Manage Security & Compliance (System & Role-Based) | The ability to prevent specified user(s) or groups from accessing confidential information such as a social security number, birthdate, etc. | A. Configuration | | |
| 10. Technical | R.10.137 | Manage Security & Compliance (System & Role-Based) | The ability for authorized administrators to assign restrictions or privileges to users/groups. | A. Configuration | | |
| 10. Technical | R.10.138 | Manage Security & Compliance (System & Role-Based) | The ability to support removal of a user's privileges without deleting the user from the System to ensure history of user's identity and actions. | A. Configuration | | |
| 10. Technical | R.10.139 | Manage Security & Compliance (System & Role-Based) | The ability to operate within an RBAC infrastructure conforming to ANSI INCITS 359-2004, American National Standard for Information Technology - Role Based Access Control. | A. Configuration | | |
| 10. Technical | R.10.140 | Manage Security & Compliance (System & Role-Based) | The ability to provide for advanced session management capabilities such as prevention of duplicate logins, remote session termination, and location/network specific session timeouts (e.g., internal network vs. external network) | A. Configuration | | |
| 10. Technical | R.10.141 | Manage Security & Compliance (System & Role-Based) | The ability to allow user access based on their roles irrespective of geographical location. | A. Configuration | | |
| 10. Technical | R.10.142 | Manage Security & Compliance (System & Role-Based) | The ability to allow administrative users to prevent user access based on role and geographical location. | A. Configuration | | |
| 10. Technical | R.10.143 | Manage Security & Compliance (System & Role-Based) | The ability to provide business rule and role management functions to control user access in adherence to the principle of least privilege. | A. Configuration | | |
| 10. Technical | R.10.144 | Manage Security & Compliance (System & Role-Based) | The ability to integrate with existing authentication and authorization mechanisms. | A. Configuration | | |
| 10. Technical | R.10.145 | Manage Security & Compliance (System & Role-Based) | The ability to support multifactor authentication (MFA) with one time codes accessible by at least 3 of the following options: app, email, SMS text, and phone at the discretion of the taxpayer. One time codes shall expire after a determined amount of time. | A. Configuration | | |
| 10. Technical | R.10.146 | Manage Security & Compliance (System & Role-Based) | The ability to allow an authorized user to re-assign workflow tasks when the user that was initially assigned is no longer an authorized user (i.e. left the team, left the department). | A. Configuration | | |
| 10. Technical | R.10.147 | Manage Security & Compliance (System & Role-Based) | The ability to monitor events and detect attacks, and provide identification of unauthorized use of the System. | A. Configuration | | |
| 10. Technical | R.10.148 | Manage Security & Compliance (System & Role-Based) | The ability to identify and report on inappropriate access to information in the System, based on user defined criteria. | A. Configuration | | |
| 10. Technical | R.10.149 | Manage Security & Compliance (System & Role-Based) | The ability to disable user accounts after a configurable amount of days of inactivation. | A. Configuration | | |
| 10. Technical | R.10.150 | Manage Security & Compliance (System & Role-Based) | The ability to integrate with external identity management solutions. | A. Configuration | | |
| 10. Technical | R.10.151 | Manage Security & Compliance (System & Role-Based) | The ability to allow an administrator to inactivate and reactivate user access, including the ability to schedule for a future date. | A. Configuration | | |
| 10. Technical | R.10.152 | Manage Security & Compliance (System & Role-Based) | The ability to hash all passwords. This includes the ability to not store passwords at the application level and to do a "call" to either IAM or LDAP to validate access. | A. Configuration | | |
| 10. Technical | R.10.153 | Manage Security & Compliance (System & Role-Based) | The ability to record, capture and transmit information, based on user-defined criteria, each authorized and/or unauthorized access attempt including, but not limited to user identification, workstation, IP address, date, time, transaction type, and type of access (e.g. read, modify). | A. Configuration | | |
| 10. Technical | R.10.154 | Manage Security & Compliance (System & Role-Based) | The ability to record and maintain past security profiles (i.e. history of security access for an employee) when changes are made to an employee's security profile. | A. Configuration | | |
| 10. Technical | R.10.155 | Manage Security & Compliance (System & Role-Based) | The ability to prohibit all users access to the audit records, except those users that have been granted explicit read access. | A. Configuration | | |
| 10. Technical | R.10.156 | Manage Security & Compliance (System & Role-Based) | The ability to comply with all City, State and Federal American Disabilities Act requirements (e.g., ADA compliant user interface, ADA compliant Online Tax Center, JAWS compatibility). | A. Configuration | | |
| 10. Technical | R.10.157 | Manage Security & Compliance (System & Role-Based) | The ability for the Online Portal to comply with Web Content Accessibility Guidelines (WCAG 2.1 Level AA) to provide an equal experience across all end users. | A. Configuration | | |
| 10. Technical | R.10.158 | Manage Security & Compliance (System & Role-Based) | The ability to have web-enabled components of the application that meet the Rehabilitation Act of 1973 Section 503, W3C and industry standards for graphics and design; speed; reliability; and security for dynamic content and user interaction. | A. Configuration | | |
| 10. Technical | R.10.159 | Support Mobile Field Work | The ability to access the necessary systems and tools to perform audit, appraisal, correspondence and other activities real-time while in the field. | A. Configuration | | |

| Technical Requirements | | | | | | | |
|------------------------|----------|---------------------------------|--|-----------------------------------|---|--|--|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments | |
| 10. Technical | R.10.160 | Support Mobile Field Work | The ability to support QR codes. | A. Configuration | | | |
| 10. Technical | R.10.161 | Support Mobile Field Work | The ability to support digital signatures. | A. Configuration | | | |
| 10. Technical | R.10.162 | Manage Help Desk | The ability to provide user assistance and track, manage and resolve system trouble tickets. | A. Configuration | | | |
| 10. Technical | R.10.163 | Manage Help Desk | The ability to provide an escalation path based upon severity that includes direct contact with Finance senior leadership and/or Offeror experts to ensure resolution to issues where responsibilities are in question. | A. Configuration | | GenTax supports the acceptance of electronic signatures on online forms and integration with third-party e-signature software. | |
| 10. Technical | R.10.164 | Manage Help Desk | The ability to adhere to multiple issue/incident severity levels, regardless of environment type (production, test, etc.). | A. Configuration | | | |
| 10. Technical | R.10.165 | Manage Help Desk | The ability to provide continuously available and accurate documentation describing known issues (including, but not limited to software performance, access, usability, accuracy, etc.) with all aspects of the proposed solution. | A. Configuration | | | |
| 10. Technical | R.10.166 | Manage Help Desk | The ability to provide services, via an automated web interface, to triage and remedy reported issues, outages, and security vulnerabilities for the entire solution. | A. Configuration | | | |
| 10. Technical | R.10.167 | Manage Help Desk | The ability to provide explanation on the derivation of system computed calculations to aid in troubleshooting, assessing accuracy of data and/or validating integrity of the proposed solution. | A. Configuration | | | |
| 10. Technical | R.10.168 | Manage Maintenance & Operations | The ability to implement the processes, activities, tools, and standards involved with operating, administering, managing and maintaining computer systems. | A. Configuration | | | |
| 10. Technical | R.10.169 | Manage and Govern Data | The ability to allow all existing data to be moved from the existing applications into the selected Offeror application with architecture and metadata transferring intact. | A. Configuration | | | |
| 10. Technical | R.10.170 | Manage and Govern Data | The ability to allow all existing Finance taxonomies (i.e., special structures such as organization structures, job classification structures) to be moved from the existing applications into the selected Offeror application with taxonomy infrastructures transferring intact. | A. Configuration | | | |
| 10. Technical | R.10.171 | Manage and Govern Data | The ability for data conversion process steps to be reviewed and approved by Finance prior to execution. The Offeror shall provide as many iterations of data conversion as necessary to resolve all errors and/or determine a Finance approved plan for resolving all data conversion errors. | A. Configuration | | | |
| 10. Technical | R.10.172 | Manage and Govern Data | The ability to provide an environment for the unique purpose of running the data conversion process in order to obtain business approval of the converted data. | A. Configuration | | | |
| 10. Technical | R.10.173 | Manage and Govern Data | The ability for the Finance technical resources to extract data using a tool that allows for rule based extraction of data for the purposes of validating the data conversion. | A. Configuration | | | |
| 10. Technical | R.10.174 | Manage and Govern Data | The ability to provide an accessible report of data which does not convert into the Offeror application. | A. Configuration | | | |
| 10. Technical | R.10.175 | Manage and Govern Data | The ability to provide the summary and detailed data conversion strategy, methodology, and best practice model that optimizes the data conversion cycle time. | A. Configuration | | | |
| 10. Technical | R.10.176 | Manage and Govern Data | The ability to describe the data conversion tools, scripts, language, templates, queries, reports, conflict resolution, error handling, and root cause analysis processes. | A. Configuration | | | |
| 10. Technical | R.10.177 | Manage and Govern Data | The ability to describe the methodology used to identify gaps in the data and how to minimize the data gap through automated processes and appropriate algorithms to prevent human intervention. | A. Configuration | | | |
| 10. Technical | R.10.178 | Manage and Govern Data | The ability to identify techniques and methodology used to ensure no data is left behind and all the data has been converted to the final destination and/or to an environment that requires further analysis due to exception handling and control total processes. | A. Configuration | | | |
| 10. Technical | R.10.179 | Manage and Govern Data | The ability to identify the potential and average number of data conversions (test conversions) required to ensure end-to-end data integrity and reliability. | A. Configuration | | | |
| 10. Technical | R.10.180 | Manage and Govern Data | The ability to identify any potential hardware, software, tools, training, and knowledge transfer required to purchase to ensure smooth data conversion. | A. Configuration | | | |
| 10. Technical | R.10.181 | Manage and Govern Data | The ability to identify the resource skill set needed (i.e., background, accountability, authority, and responsibility) for data conversion. | A. Configuration | | | |
| 10. Technical | R.10.182 | Manage and Govern Data | The ability to supply a report to identify load times for dataset conversion and migration. | A. Configuration | | | |
| 10. Technical | R.10.183 | Manage and Govern Data | The ability to provide a data comparison report comparing source to target for selected objects. | A. Configuration | | | |
| 10. Technical | R.10.184 | Manage and Govern Data | The ability to provide a difference report between source migration data and target environment. | A. Configuration | | | |
| 10. Technical | R.10.185 | Manage and Govern Data | The ability to convert both structured and unstructured data. | A. Configuration | | | |
| 10. Technical | R.10.186 | Manage and Govern Data | The ability for the data conversion process to preserve existing relational data relationships and/or map them to new relationships as appropriate. | A. Configuration | | | |
| 10. Technical | R.10.187 | Manage and Govern Data | The ability to provide online access to the current year plus unlimited previous years of all types of data retained in the system, and shall provide archive capabilities thereafter. | A. Configuration | | | |
| 10. Technical | R.10.188 | Manage and Govern Data | The ability to archive data to external storage media and support partitions, based on user-defined criteria including, but not limited to number of years. | A. Configuration | | | |
| 10. Technical | R.10.189 | Manage and Govern Data | The ability to provide a process to archive documents/data including, but not limited to the ability to adhere to City and State. | A. Configuration | | | |

| Technical Requirements | | | | | | |
|------------------------|----------|--------------------------|---|-----------------------------------|---|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 10. Technical | R.10.190 | Manage and Govern Data | The ability to be capable of associating all content to a pre-defined retention schedule (e.g. upon insertion into, or creation in the system, a retention shall be associated with that content and all of its associated parts (e.g. metadata and digital file)). | A. Configuration | | |
| 10. Technical | R.10.191 | Manage and Govern Data | The ability for a retention schedule to be permanently associated with the content, and also be capable of being updated as needed. | A. Configuration | | |
| 10. Technical | R.10.192 | Manage and Govern Data | The ability to be capable of managing all content, to include final disposition or destruction of said content, according to its assigned retention schedule (e.g. the system should ensure that content cannot be destroyed prior to the time specified in the retention schedule.). | A. Configuration | | |
| 10. Technical | R.10.193 | Manage and Govern Data | The ability to have a mechanism capable of selectively deleting content that has been entered in error with appropriate permission requirements. | A. Configuration | | |
| 10. Technical | R.10.194 | Manage and Govern Data | The ability to track all changes to the retention schedule assigned to content, destruction of content or transfer of content to the archives. This log shall track affected content, date of action, type of action and user authorizing the action. | A. Configuration | | |
| 10. Technical | R.10.195 | Manage and Govern Data | The ability to run routine reports that list all content eligible for destruction (i.e. those that have met the required length of time specified in the retention schedule) and then have appropriate functionality to destroy all, or a specified subset of the content that is eligible for destruction. | A. Configuration | | |
| 10. Technical | R.10.196 | Manage and Govern Data | The ability to have a "legal hold" mechanism that will suspend destruction of that content when required due to court orders or pending litigation. | A. Configuration | | |
| 10. Technical | R.10.197 | Manage and Govern Data | The ability to selectively place content into a "legal hold" based on a wide variety of search parameters, including but not limited to wildcard searches, retention code, content type, date range, user/creator, and taxpayer.) | A. Configuration | | |
| 10. Technical | R.10.198 | Manage and Govern Data | The ability to export all the content, including all the metadata entered by users as well as system generated metadata and any digital objects associated with the content, into non-proprietary file formats (e.g. xml/csv/bt and Tiff/PDF/JPG etc.) and all exported content shall be linked either through naming conventions or metadata elements. | A. Configuration | | |
| 10. Technical | R.10.199 | Manage and Govern Data | The ability to timely disposal of records in accordance with retention schedules and associated business rules. | A. Configuration | | |
| 10. Technical | R.10.200 | Manage and Govern Data | The ability to provide for the export of content in a format that is suitable to respond to records requests. | A. Configuration | | |
| 10. Technical | R.10.201 | Manage and Govern Data | The ability to archive and/or purge data based on defined business rules in adherence to all relevant and applicable data retention policies. | A. Configuration | | |
| 10. Technical | R.10.202 | Manage and Govern Data | The ability to restore all archived and/or purged data. | A. Configuration | | |
| 10. Technical | R.10.203 | Manage Disaster Recovery | The ability to prepare for and recover from any event that prevents a workload or system from fulfilling its business objectives in its primary deployed location, such as power outages, natural events, or security issues. | A. Configuration | | |
| 10. Technical | R.10.204 | Manage Disaster Recovery | The ability to support the functional testing of Finance's Recovery Plans. The Offeror has Recovery Plans in place for their Cloud Service including, but not limited to: - Recovery Plans are updated at least annually - Recovery Plans are functionally tested at least annually - Issues identified during the functional test are resolved by the service provider in a timely manner - Results of the annual test are provided to Finance designated Information Security Officer(s). All elements of the Offeror's solution maintain safeguards to ensure the integrity of Finance systems and data, and protect against the theft, destruction, loss or alteration of data that is hosted on the Providers Service. The Offeror's Datacenters are equipped with standard datacenter resiliency conforming to Uptime Institute Tier 3 or better. The System provides the ability to test failover monthly. | A. Configuration | | |
| 10. Technical | R.10.205 | Manage Disaster Recovery | The ability to provide full recovery and system backup capabilities for all online and batch transactions according to specified timeframes. | A. Configuration | | |
| 10. Technical | R.10.206 | Manage Disaster Recovery | The ability to provide software redundancy, including but not limited to: - Software crash tolerance (i.e. server and client software shall maintain its integrity in case of power failures and abrupt shutdowns). - Redundancy in the application server tier - Redundancy in the database server tier - Restart and recovery capability after system failure with no loss of data or software components. - Roll-back capability - Integrity checking capability to identify the existence of program and/or system discrepancies and issue an alert to the appropriate systems operations team. - File protection capability to limit the types of operations (e.g. read, write, delete, data dictionary modification) that can be performed by individual users on given data or program files. - Incremental, differential, and full backups and restores of the database, core and customized software, software and database configuration options, user preferences and rights, etc. | A. Configuration | | |

| Technical Requirements | | | | | | |
|------------------------|----------|--------------------------|---|-----------------------------------|---|---------------------|
| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
| 10. Technical | R.10.207 | Manage Disaster Recovery | The ability to support a failover and Business Continuity Plan, especially if multiple sites will be used as part of failover. | A. Configuration | | |
| 10. Technical | R.10.208 | Manage Disaster Recovery | The ability to backup/restore all components and data elements of the proposed solution. | A. Configuration | | |
| 10. Technical | R.10.209 | Manage Hosting | The ability to manage, maintain, and optimize cloud hosting infrastructure either directly or through a third-party. | A. Configuration | | |
| 10. Technical | R.10.210 | Manage Hosting | The ability for the Offeror to be solely responsible for all data storage required. | A. Configuration | | |
| 10. Technical | R.10.211 | Manage Hosting | The ability to use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth and server capacity. | A. Configuration | | |
| 10. Technical | R.10.212 | Manage Hosting | The ability to support virtualization capabilities including, but not limited to: - Integration with virtualized server and/or standard HCI, and database infrastructures. - Utilizes industry standard operating systems, using current version (n) or n-1 at the time of implementation. - Utilizes industry standard HCI virtualization infrastructure capabilities for high availability and disaster recovery. - Utilizes industry standard HCI virtualization infrastructure capabilities to support load balancing. - Utilizes industry standard HCI virtualization replication and/or infrastructure capabilities to ensure minimal loss of data in the event of a data center disaster. | A. Configuration | | |
| 10. Technical | R.10.213 | Manage Hosting | The ability to include "and/or standard hyper-converged infrastructure". | A. Configuration | | |
| 10. Technical | R.10.214 | Manage Hosting | The ability to provide private network connectivity between all data centers. | A. Configuration | | |
| 10. Technical | R.10.215 | Manage Hosting | The ability to provide documented firewall ports and services and required configurations. | A. Configuration | | |
| 10. Technical | R.10.216 | Manage Hosting | The ability to provide holistic capacity-planning for the solution including but not limited to existing Finance user transaction volumes, user populations, user's geographic locations, forecasting of future growth potential, data storage, backup, and disaster recovery. | A. Configuration | | |
| 10. Technical | R.10.217 | Manage Hosting | The ability to conduct network performance and latency tests quarterly for the service, and share the outcomes with Finance. | A. Configuration | | |
| 10. Technical | R.10.218 | Manage Hosting | The ability to connect the intranet directly to the solution Provider via specific identified requirements (includes dedicated ports). | A. Configuration | | |
| 10. Technical | R.10.219 | Manage Hosting | The ability to provide real-time performance-monitoring service that is accessible from a service interface or the management console. | A. Configuration | | |
| 10. Technical | R.10.220 | Manage Hosting | The ability to provide an accurate network diagram of the system. The Offeror shall review such diagram at least once per year, and provide an updated accurate diagram whenever a change is made to the system. | A. Configuration | | |
| 10. Technical | R.10.221 | Manage Hosting | The ability to provide an accurate application flow/application topology diagram of the system. The Offeror shall review such diagram at least once per year, and provide an updated accurate diagram whenever a change is made to the system. | A. Configuration | | |
| 10. Technical | R.10.222 | Manage Hosting | The ability to provide an integrated content delivery networking (CDN) as part of the service. | A. Configuration | | |
| 10. Technical | R.10.223 | Manage Hosting | The ability to provide Outside of Network operational requirements for integration; capabilities for inter-operation with business partners and other outside applications / capabilities safeguarding access. | A. Configuration | | |
| 10. Technical | R.10.224 | Manage Hosting | The ability to use a thin client (e.g., browser) and should be usable under less-than-ideal network conditions, i.e. high latency, high jitter, and average bandwidth. | A. Configuration | | |
| 10. Technical | R.10.225 | Manage Hosting | The ability to dynamically scale the solution as demand increases, including scalability exceeding agreed upon peaks in cases of unforeseen spikes in demand. | A. Configuration | | |
| 10. Technical | R.10.226 | Manage Hosting | The ability for console management of cloud services and on-premises counterparts. | A. Configuration | | |
| 10. Technical | R.10.227 | Manage Hosting | The ability for interfaces and management console that is designed and implemented in a highly available manner such that no single cloud data center or local infrastructure issue causes a failure in the manageability of the solution. | A. Configuration | | |
| 10. Technical | R.10.228 | Manage Hosting | The ability to provide service whereby Finance is able to execute a specific cloud action (that is, call a service interface event) when a standard or customer-defined performance threshold is passed, or an event occurs. | A. Configuration | | |
| 10. Technical | R.10.229 | Manage Hosting | The ability to provide network, storage, service interruption event monitoring, tracking and transparency leading to better scheduling of loads, error and quality management through diagnostics capabilities, root cause and analytics of events. | A. Configuration | | |
| 10. Technical | R.10.230 | Manage Hosting | The ability to support scanning of files for viruses and malware. | A. Configuration | | |
| 10. Technical | R.10.231 | Manage Hosting | The ability to perform routine maintenance during planned maintenance periods. | A. Configuration | | |
| 10. Technical | R.10.232 | Manage Hosting | The ability to perform non-routine maintenance at a mutually agreeable time with two (2) weeks notice to Finance. | A. Configuration | | |
| 10. Technical | R.10.233 | Manage Hosting | The ability for staff directly responsible for day-to-day monitoring and maintenance to have industry standard certifications applicable to the environment and system architecture used. | A. Configuration | | |
| 10. Technical | R.10.234 | Manage Hosting | The ability for the Offeror to annually submit to an SSAE 16 SOC 2 Type II report. | A. Configuration | | |

Technical Requirements

| BCM Traceability | Req. ID | Category | Description | How is the requirement satisfied? | Explanation required for requirement not satisfied by Configuration | Additional Comments |
|------------------|----------|----------------|---|-----------------------------------|---|---------------------|
| 10. Technical | R.10.235 | Manage Hosting | The ability to utilize a secured backup solution to prevent loss of data, back up all data at least once daily and store backup media. Storage of removable media offsite is required. | A. Configuration | | |
| 10. Technical | R.10.236 | Manage Hosting | The ability for Offeror to conduct a third-party independent security/vulnerability assessment at its own expense (quarterly for external facing components and semi-annually for non-public components) and submit the results of such assessment to Finance within one (1) month of its completion. | A. Configuration | | |

| Implementation Services | | | | |
|-------------------------|---|------|---------|---|
| Project Management | | | | |
| # | Project Management Roles and Responsibilities | FAST | Finance | FAST Comments |
| 1.1 | Provide a Project Manager (PM) to represent the Offeror in the management of the Project, interfacing with the Finance Project Manager (PM) in any decisions relating to the Project. | X | | |
| 1.2 | Assume and lead all day-to-day management of all Offeror personnel, including subcontractor personnel, and associated Deliverables related to the required services. | X | | |
| 1.3 | Provide a Project Manager to represent Finance in this Project, interfacing with the Offeror's PM, and representing Finance in any decisions relating to the Project. | | X | |
| 1.4 | Interface with and support requests from an Independent Project Oversight Consultant, as requested by Finance. | X | | |
| 1.5 | Provide a robust Project management methodology founded on industry best practices. | X | | |
| 1.6 | Conduct project management activities throughout the life of the Project and execute the associated plans. | X | | |
| 1.7 | Provide a project collaboration portal such as Smartsheets or Monday.com. | | | The FastCore Implementation Methodology is supported by the use of Delivery Workbench, the built-in project management tool in GenTax. |
| 1.8 | Document deliverable details, formats, and acceptance criteria in Deliverable Expectation Documents (DEDs) as mutually agreed upon by the Finance and the Offeror. | X | | |
| 1.9 | Review and approve DEDs. | | X | |
| 1.10 | Provide a Project Charter which outlines the scope, timeline, objectives, organization structure, project approach, initial risks and mitigation plans, high-level Deliverables including acceptance criteria, resources required by Finance, resources proposed by the Offeror, and governance structure as mutually agreed upon by the Finance and the Offeror. | X | | FAST will develop a project charter in collaboration with Finance. |
| 1.11 | Provide, update, and maintain a Project Schedule (e.g. in MS Project) that includes the following key components: <ul style="list-style-type: none"> ■ Work breakdown structure ■ Tasks and activities required to successfully complete the Project ■ Schedule/milestone tracking and resource allocation ■ Critical path identification and dependencies Provide periodic updates (as mutually agreed upon by the Finance and the Offeror) to the Project Schedule which is maintained by the Offeror. | X | | FAST will use the GenTax Delivery Workbench (DWB) to manage the project schedule. The FastCore Implementation Methodology does not utilize critical path and dependencies in a traditional fashion. DWB tracks all project activities for all phases of the FastCore Implementation Methodology including Definitions, conversion activities, acceptance testing, resources assigned to tasks, status of tasks, and cutover planning. |
| 1.12 | Provide, utilize, and manage a robust Requirements Management system or toolset | X | | |
| 1.13 | Provide, utilize, and manage a robust DevOps system or toolset that includes system development and quality assurance tracking, configuration management and release /deployment support | X | | |
| 1.14 | Provide, utilize, and manage an integration between the Requirements Management system and the DevOps system to support traceability between high-level requirements and detailed design specifications | X | | |
| 1.15 | Implement and establish a formal requirements management process that shall include: <ul style="list-style-type: none"> ■ Assumption definition, tracking, and traceability in a Requirements Traceability Matrix (RTM) ■ Functional and Technical Requirement definition, tracking, traceability and verification ■ Phase and product acceptance criteria definition, tracking and sign-off | X | | |

Implementation Services

Project Management

| # | Project Management Roles and Responsibilities | FAST | Finance | FAST Comments |
|------|---|------|---------|---------------|
| 1.16 | Provide, update, and maintain a formal Project Management Plan (PMP) as mutually agreed upon by Finance and the Offeror that includes the following key components: <ul style="list-style-type: none"> ■ Project initiation activities ■ Issue tracking, escalation and resolution ■ Change request approval, management and tracking ■ Deliverable/product review and approval and other acceptance criteria ■ Risk management, identification, quantification of impact, monitoring, and mitigation plans ■ Quality management ■ Offeror and subcontractor resource management ■ Project success evaluation criteria and Project close-out activities ■ Relationships to other IT or business efforts ■ Status and other reporting activities, including status reporting templates (including deliverable status reports, issues, risks, plan vs. actual status, etc.) | X | | |
| 1.17 | Provide and implement risk mitigation measures and contingency plans as high-priority risks are identified and monitored. | X | | |
| 1.18 | Provide initial set of KPIs for Offeror to review in development of revised KPIs. | | X | |
| 1.19 | Provide a KPI Measurement Plan that outlines the framework for identifying, tracking, and analyzing key performance indicators (KPIs) to assess project success and organizational performance. It includes the selection of relevant KPIs, data collection methods, reporting frequency, and responsibilities, ensuring that stakeholders have clear insights into progress and areas for improvement | X | | |
| 1.20 | Provide a formal Project Team Training Plan to document additional Finance Project Team training requirements and the approach the Offeror will use to prepare the Finance Project Team for the Design Phase (both Functional and Technical Teams) so that the Finance Project Team can gain an in depth understanding of the Solution scheduled for implementation, introduction to configuration, table structures, technical terminology, etc., as mutually agreed upon by Finance and the Offeror. | X | | |
| 1.21 | Provide a formal Knowledge Transfer Strategy to document knowledge transfer (KT) requirements and the approach the Offeror will use to provide knowledge transfer throughout the Project to prepare Finance for deployment and production support as mutually agreed upon by Finance and the Offeror. The KT Strategy shall be provided as part of the Project Team Training Plan. | X | | |
| 1.22 | Provide a Train-the-Trainer and End-user Training Strategy to document training requirements and the approach Finance will use for updating training requirements, development of training curricula, and deploying training for Finance’s end-users, as required, as mutually agreed upon by Finance and the Offeror. This Strategy shall also include the full Plan for Knowledge Transfer. | X | | |

Implementation Services

Project Management

| Project Management Roles and Responsibilities | | | | |
|--|---|------|---------|---|
| # | | FAST | Finance | FAST Comments |
| 1.23 | Provide a Communication Plan to communicate with all Project stakeholders throughout the life of the Project as mutually agreed upon by Finance and the Offeror including at a minimum the following activities: <ul style="list-style-type: none"> ■ Communication with internal and external stakeholders ■ Formal kickoffs of Phases ■ Communication of milestones ■ Team-building exercises The Communication Strategy shall be provided as part of the Project Management Plan. | X | | |
| 1.24 | Provide weekly Project Status Reviews, Issues Logs, and Progress Reports at the sub-team level (e.g., functional teams, technical team, and deployment team). | X | | |
| 1.25 | Provide Weekly Project Status Reports and conduct regularly scheduled status meetings reviewing Project progress, risk mitigation, issue resolution, deliverable status, and next steps as mutually agreed upon by Finance and the Offeror. | X | | |
| 1.26 | Provide Project Status Reports at key project milestones (e.g., at the beginning and end of each project phase) as mutually agreed upon by Finance and the Offeror | X | | |
| 1.27 | Use a documentation repository to store, organize, track, control and disseminate all information using documentation standards. | X | | The Content manager in the GenTax software will be utilized as the document repository. |
| 1.28 | Recommend and document process and procedures associated with Change Requests to be reviewed and approved by Finance. | X | | |
| 1.29 | Communicate Project scope change process and procedures to Finance stakeholders. | | X | |
| 1.30 | Conduct, document and submit for Finance review impact analysis associated with proposed changes. | X | | |
| 1.31 | Prepare system Change Requests as required. | X | | |
| 1.32 | Approve and prioritize system changes via a Project Change Control Review Board (CCRB). | | X | |
| 1.33 | Conduct periodic project oversight activities such as reviews by 3rd parties and engagement of executives. | X | X | |
| 1.34 | Formally respond to periodic, independent Project oversight assessments (e.g., at completion of design, configuration, and testing) as requested by Finance. | X | | |
| 1.35 | Conduct workshops with Finance and other stakeholders to finalize approach for deploying the Solution into production. | X | | |
| 1.36 | Deployment Plan - Develop a Deployment Strategy to outline how the Solution will be deployed into production (e.g., transition planning to finalize rollout details that elaborates on the strategy documented in the Offer). Strategy will include the following information: <ul style="list-style-type: none"> ■ Overview of the current environment and considerations for deployment. ■ Identification of any Data Conversion and Integration considerations ■ Identification of high-risk transition areas and impact, mitigation strategies, and recommended mitigation actions. ■ Any ongoing risks, based on finalization of phasing approach, must be tracked in a risk log. ■ Any decisions that impact the schedule must be documented in the Project schedule. ■ Any cutover consideration(s) must be documented in the final Cutover Plan. | X | | |
| 1.37 | Provide the Configured Hardware Environments (sandbox and development) required to support the Design and Configuration & Development Phases. | X | | |

Implementation Services

Project Management

| # | Project Management Roles and Responsibilities | FAST | Finance | FAST Comments |
|------|---|------|---------|---------------|
| 1.38 | Provide Configured Environments (sandbox and development) Documentation, including specification of hardware, network, storage, utilities, licenses, and other required infrastructure. | X | | |

| Implementation Services | | | | |
|-------------------------|---|------|---------|---|
| # | Requirements Validation Roles and Responsibilities | FAST | Finance | FAST Comments |
| 2.1 | Act as primary point of contact with stakeholders and offices to refine functional and technical requirements, including scheduling Finance staff for interviews and workshops. | | X | |
| 2.2 | Develop a plan and schedule to conduct Finance interviews, group workshops, and surveys to finalize the detailed functional and technical requirements. | X | | |
| 2.3 | Conduct and document Finance interviews, group workshops, and surveys to finalize the detailed functional and technical requirements. | X | | |
| 2.4 | Provide final updates to refine, clarify and prioritize the detailed functional and technical requirements including "to-be" process flows, use cases, wireframes and business re-engineering opportunities. | X | | |
| 2.5 | Coordinate, schedule and communicate with all functional and technical SMEs for planning sessions. | | X | |
| 2.6 | Conduct and document final functional and technical planning sessions to establish system(s) configuration. | X | | |
| 2.7 | Develop and document operational and technical requirements (technical as well as performance) around the current IT infrastructure (desktop, network, directories, and any dependent systems) to allow Finance to perform any mitigations. | X | | |
| 2.8 | Conduct business process analysis and reengineering, reviewing existing processes and identifying opportunities for improvement. Focus on the adoption of standard, best-practice business processes implicit within the proposed solution. | X | | |
| 2.9 | Provide the Configured Hardware Environment (pre-development) required to support the final fit-gap activities. | X | | |
| 2.10 | Conduct and document assessments of detailed functional requirements including affected systems recommendations and alternative design scenarios, etc. | X | | |
| 2.11 | Conduct and document assessments of detailed technical infrastructure requirements and generate a detailed analysis, including network infrastructure, desktops, etc. | X | | |
| 2.12 | Ensure alignment of the system architecture with the Finance' technical architecture preferences. | X | | Based on the information provided in Exhibit 7, FAST will work with Finance to align system architecture with Finance's technical architecture preferences. |
| 2.13 | Provide Validated Functional & Technical Requirements, including "to-be" business process flows, final business process analysis and documentation, validated detailed functional and technical requirements, configuration settings, and requirements traceability matrix. | X | | |
| 2.14 | Facilitate interviews, group workshops, etc., to obtain and gain consensus on design/configuration and identify business process improvements. | X | | |
| 2.15 | Develop future state business process maps for priority process (in agreement with Finance). | X | | |
| 2.16 | Conduct and document a Requirements Fit Gap Analysis between validated requirements, future state business process maps and proposed solution to identify any necessary customization and/or business process changes. | X | | |
| 2.17 | Conduct a Business Process Fit Gap Analysis between anticipated future business processes and vendor's understanding of the current state based on the requirements validation meetings conducted by the vendor and any current state documentation provided by Finance | X | | |
| 2.18 | Provide and apply appropriate business process reengineering templates and guidance while ensuring processes are in place for communication. | X | | |
| 2.19 | Lead business process reengineering activities. | | X | |
| 2.20 | Assess the effectiveness of business process reengineering activities. | | X | |
| 2.21 | Provide recommendations for ongoing business process reengineering activities. | | X | |

| Implementation Services | | | | |
|-------------------------|---|------|---------|---------------|
| # | Requirements Validation Roles and Responsibilities | FAST | Finance | FAST Comments |
| 2.22 | Implement business process reengineering recommendations. | | X | |
| 2.23 | Provide a Business Intelligence Plan detailing the approach to meeting Finance reporting requirements with the use of any proposed out-of-the-box or custom-built reports using any COTS reporting tool provided with the system. | X | | |
| 2.24 | Provide and document the System Landscape Architecture which includes any hardware specifications (e.g. make, model, CPU, memory), server configuration, system diagrams, database design, high availability design, and Disaster Recovery infrastructure and procedures. | X | | |

| Implementation Services | | | | |
|-------------------------|--|------|---------|--|
| # | Configuration and Development Support Roles and Responsibilities | FAST | Finance | FAST Comments |
| 3.1 | Establish and document the Detailed Functional and Technical Specifications and Configuration (including forms, reports / business intelligence, interfaces, data conversions, enhancements, data flows and business workflows) as elaborated from the requirements. | X | | |
| 3.2 | Perform all necessary technical design, configuration, testing, or scripting for the Solution functions as required to provide and implement the functional and technical requirements. | X | | |
| 3.3 | Perform all necessary technical design, configuration, testing, or scripting of temporary and permanent interfaces as required to provide and implement the functional and technical requirements. | X | | |
| 3.4 | Develop and validate the System Architecture and a Technical Design Document providing an overview of how the overall solution and implementation services will satisfy the technical requirements and specifications | X | | |
| 3.5 | Lead outreach sessions with external customers of Finance to gather additional design requirements for the Online Portal. | X | | FAST will collaborate with Finance and support external customer outreach so that Finance remains the primary point of contact throughout the modernization and into standard operations. |
| 3.6 | Develop and validate a Portal Design document that takes into account all of Finance' web presence and user experience with City. | X | | |
| 3.7 | Develop and document custom reports (as required to provide and implement functional and technical requirements). | X | | |
| 3.8 | Develop and manage a Prototype Design for priority City processes as agreed upon by Finance including at a minimum: Field Enforcement, the Customer Portal & user experience with existing Finance public websites, and cross-department Permit Processing. | X | | |
| 3.9 | Manage all Prototype development, review, and validation efforts, incorporating feedback from City stakeholders. | X | | |
| 3.10 | Manage all configuration and interface development efforts using Finance-approved tools and methodologies adhering to defined standards and guidelines. | X | | We use our FastCore Implementation Methodology and project management functions built into our software for the successful delivery of all our system modernization projects. We will provide your agency with information on our approach and demonstration of these tools. |
| 3.11 | Provide configuration management tools. | X | | |
| 3.12 | Provide software development audit trail capabilities (e.g., developer ID, time). | X | | |
| 3.13 | Coordinate and communicate with Finance partners, owners of external systems, and/or third-party service providers regarding interfaces. | X | X | |
| 3.14 | Work with Finance partners, owners of external systems, and/or third-party service providers to collect information required to develop and document a detailed interface design and approach according to Finance standards. | X | | FAST will collaborate with Finance on these activities so that Finance remains the primary point of contact throughout the modernization and into standard operations. |
| 3.15 | Conduct code reviews to ensure customized software and interfaces comply with coding standards to reduce defects. | X | X | |
| 3.16 | Review and approve results of Offeror code reviews at Finance's discretion. | | X | Finance is invited to be a collaborative participant in the code review process. |
| 3.17 | Define and document configuration management policies and procedures consistent with industry best practices. | X | | |
| 3.18 | Perform configuration management activities throughout the Project. | X | | |
| 3.19 | Ensure software license compliance and appropriate management of licensing requirements. | X | | |
| 3.20 | Schedule releases for configuration changes and system updates to minimize disruptions to operations. | X | | |
| 3.21 | Manage documentation of changes to the underlying environment via use of library management, version control and turnover management. | X | | |

| Implementation Services | | | | |
|-------------------------|---|------|---------|---|
| # | Configuration and Development Support Roles and Responsibilities | FAST | Finance | FAST Comments |
| 3.22 | Review and accept configuration management results. | | X | |
| 3.23 | Provide a Business Continuity Plan that describes the approach to perform disaster recovery activities (example?) as mutually agreed upon by Finance and the Offeror. The Plan should include procedures for data replication and disaster recovery. | X | | FAST will work with Finance to develop and/or update a Business Continuity Plan that accounts for disaster recovery processes and Finance's business needs. |
| 3.24 | Conduct test or provide sufficient documentation of recent tests to verify system performance against agreed upon disaster recovery activities | X | | |
| 3.25 | Provide technical components to the solution and implementation tools that are commonly used commercially, have sufficient technical support and have knowledge and training support for Finance staff to learn and use. | X | | |

Implementation Services

| # | Security Roles and Responsibilities | FAST | Finance | FAST Comments |
|-----|---|------|---------|---------------|
| 4.1 | Perform and document system security planning and create a formal Security Plan in accordance with Finance' and City of LA security requirements and regulations. | X | | |
| 4.2 | Define and document the system's security features. | X | | |
| 4.3 | Provide a Role-to-Position Mapping document to map the end-user roles and responsibilities to the positions within the organization. | X | | |

| Implementation Services | | | | |
|-------------------------|--|------|---------|---|
| # | Data Conversion Roles and Responsibilities | FAST | Finance | FAST Comments |
| 5.1 | Provide a Data Conversion Strategy and Plan, including identification of the methodology and tools for the conversion of Finance legacy database information as well as data conversion cutover planning. This Strategy should align to the Deployment Strategy provided prior. This deliverable should also include identification of roles and responsibilities for Offeror and Finance staff, and policies and procedures to ensure controls are in place in accordance with Finance rules and regulations. | X | | |
| 5.2 | Identify all tasks required to extract, translate, validate, and load legacy system data into the solution. | X | | |
| 5.3 | Specify Extract, Transform, and Load (ETL) processes for data conversion. | X | | |
| 5.4 | Provide and install any necessary ETL tools. | X | | Finance will be responsible for providing tools to extract data from Legacy systems. |
| 5.5 | Assist with identifying business rules for extracting all in-scope legacy data. | X | | |
| 5.6 | Create data conversion extracts from legacy/existing data files in a format specified by the Data Conversion Strategy and Plan. | | X | |
| 5.7 | Provide coding of automated data conversion extracts from legacy/existing data files and develop automated data cleansing scripts as part of extract, transform, load scripting using techniques that are consistent with the development standards. | X | | |
| 5.8 | Approve automated data cleansing and transformation specifications (i.e., any rules that would change legacy data as it is converted from the source system to the target system). | | X | |
| 5.9 | Extract data from current (legacy) systems in preparation of transformation and loading into new application files structures. | | X | |
| 5.10 | Transform and load cleansed legacy data. | X | | |
| 5.11 | Review the data and the data cleansing metrics as delineated in Data Conversion Strategy & Plan, for data currently residing in Finance databases. | | X | |
| 5.12 | Perform data cleansing (cleansing of data that cannot be cleansed automatically). | | X | |
| 5.13 | Coordinate and execute manual data loads if required. | X | | Some manual conversion may be required of Finance business users during cutover timeframes. |
| 5.14 | Provide converted legacy data for transactional testing during integration, end to end, user acceptance, etc., test events. | X | | |
| 5.15 | Perform Data Conversion from existing system(s) to the new system, by electronic or manual methods and track data conversion status and notifications. | X | | |
| 5.16 | Provide tool for obfuscation of data (subject to approval by the Finance). | X | | |
| 5.17 | Perform at least Mock Data Conversions by phase to incrementally test and validate ETL scripts and processes for any needed manual data cleansing. | X | | |
| 5.18 | Perform Production Data Conversion to load the production environment for Finance' use and verification at go-live. | X | | |
| 5.19 | Identify and perform any needed data synchronization and phased Production Data Conversion per the Deployment Strategy. | X | | |

Implementation Services

| # | System Integration Roles and Responsibilities | FAST | Finance | FAST Comments |
|-----|--|------|---------|---------------|
| 6.1 | <p>Provide a systems Integration Strategy, including identification of the methodology and tools for the integration of relevant Finance systems including the use of the proposed API gateway, enterprise service bus product, or enterprise integration as a service (EiPaaS). The Strategy shall also include identification of roles and responsibilities for Offeror and Finance staff, and policies and procedures to ensure controls are in place in accordance with Finance rules and regulations. The Integration Strategy should include the following and included in the Technical Deployment Strategy provided prior to any detailed design on development occurs.</p> <ul style="list-style-type: none"> • Identify, analyze and schedule the interfaces to be developed and implemented per release phase. • The document must cover the identification and resolution of data translation issues and must recommend appropriate strategies and approaches. • The strategy must also address the sequence in which the interfaces must be developed and moved to production. Any temporary interfaces must also be included in this document. • The document should also include a decommissioning strategy in alignment with its interface and integration approach and provide for the expected use of “throw-away” interfaces, in the event that legacy systems remain operational concurrently, until deemed ready to be decommissioned. • The Contractor shall work with the City to design and develop necessary inbound and/or outbound interfaces with external systems both inside and outside of the Agency. | X | | |
| 6.2 | Provide a separate Technical Specification Document for each interface. | X | | |
| 6.3 | Develop all integrations on the system side and any middleware /API gateway /EiPaaS proposed, and assist with integration of systems on the 3rd party side of the interfaces. | X | | |
| 6.4 | Provide a batch job scheduling solution that includes a centralized monitoring system that enables real-time tracking of scheduled jobs for all interfaces and other system processes. | X | | |

| Implementation Services | | | | |
|-------------------------|--|------|---------|--|
| # | Knowledge Transfer & Training Activities Roles and Responsibilities | FAST | Finance | FAST Comments |
| 8.1 | Perform and document an Organizational Readiness Assessment to identify opportunities and resistance to changes. | X | | |
| 8.2 | Provide and document an Organizational Change Management Plan. | X | | |
| 8.3 | Provide and apply organizational change management templates and guidance while ensuring processes are in place for communication. | X | | |
| 8.4 | Lead organizational change management activities. | X | | FAST welcomes partnership with Finance personnel in Change Management leadership since agency change leaders are paramount to change adoption. |
| 8.5 | Assess effectiveness of organizational change management activities, gathering feedback and making improvements. | X | X | |
| 8.6 | Provide recommendations for ongoing organizational change management activities. | X | X | |
| 8.7 | Provide a Communication Plan detailing the approach to communicating to the entire organization the progress for the Project. This Plan should be provided in the Project Management Plan. | X | | |
| 8.8 | Implement organizational change management recommendations. | | X | |
| 8.9 | Provide Knowledge Transfer Plan for the Finance Project Team throughout all Phases as well as to Finance Extended Team personnel and coordinate with Finance on the implementation of the plan. This Plan shall be provided during the first phase of the project while initiation and planning activities are underway. | X | | |
| 8.10 | Provide additional training materials for project team training, tailored to the specific needs of Finance teams. | X | | |
| 8.11 | Provide knowledge transfer materials including dialogue scripts. | X | | |
| 8.12 | Provide Training Curriculum Document, including the course outlines and schedules for Train-the-Trainer training and end-user training. | X | | |
| 8.13 | Provide Train-the-Trainer Training Materials. | X | | |
| 8.14 | Provide Final Training Materials, including end-user documentation, standard templates, and online training, to support initial end-user training. | X | | Training materials will be developed jointly with Finance trainers to support training activities. |
| 8.15 | Tailor the standard training templates to incorporate Finance-specific business processes. | X | | |
| 8.16 | Conduct Train-the-Trainer Training for the system. | X | | |
| 8.17 | Participate in Train-the-Trainer training for the system. | | X | |
| 8.18 | Conduct and participate in End-User Training for the system. | | X | |
| 8.19 | Support and participate in end-user training for the system. | X | | |
| 8.20 | Provide specialized training for executives, managers, and supervisors (users) on effective use and advance features of the system. | X | | |
| 8.21 | Provide the Configured Hardware Environments Training to support training as defined in End-User Training Plan. | X | | |
| 8.22 | Create and maintain Finance training data as required by Finance. | X | | Training materials will be developed jointly with Finance trainers to support training activities. |
| 8.23 | Provide detailed Technical Documentation including the technical and architectural documents, diagrams, and specifications of the as-built and tested solution. | X | | |
| 8.24 | Provide the End-User Survey and develop End-User Training Effectiveness Reports. | X | | |
| 8.25 | Survey end-users following End-User Training for End-User training effectiveness reports. | | X | |
| 8.26 | Provide post-training support, including help desks, FAQs, or a knowledge base to assist end-users with real-world system usage. | X | | |
| 8.27 | Schedule and provide periodic refresher training or recertification for end-users to ensure they are up-to-date on system features and best practices. | X | X | |

Implementation Services

| # | Knowledge Transfer & Training Activities Roles and Responsibilities | FAST | Finance | FAST Comments |
|------|---|------|---------|---------------|
| 8.28 | Define and track end-user adoption metrics to monitor system usage, identify barriers to adoption, and address additional training needs. | X | X | |

| Implementation Services | | | | |
|-------------------------|---|------|---------|--|
| # | Testing Roles and Responsibilities | FAST | Finance | FAST Comments |
| 7.1 | Provide a comprehensive Test Plan including Unit, System, Integration, User Acceptance, Regression, Stress, and Security Test Plans. The Plan shall include the detailed approach that shall be taken to fully test all components of the system including test control and approval processes, test participants, how testing will interface with the configuration management process, and test documentation expectations for the following test types: unit, integration, end-to-end, interface, user acceptance, data conversion, performance (including stress and volume), availability, disaster recovery (including failover), regression, and security. | X | | |
| 7.2 | Provide automated testing tools and procedures for testing including integration, UAT, end-to-end, regression, performance, stress, etc. | X | | FAST utilizes automated testing tools for performance and stress testing only. For integration, UAT, end-to-end, and regression testing, the FastCore Implementation Methodology leverages user verification to ensure that business functionality requirements are met and reflect business processes through iterative feedback. User verification in testing not only confirms functionality but provides additional opportunities training and acceptance of the system. |
| 7.3 | Create and document standards and procedures for the use of the tools that support all testing activities. | X | | |
| 7.4 | Install, configure, and implement the testing application software, hardware, data, desktops, etc. | X | | |
| 7.5 | Create Test Scripts, Test Cases, and Test Data, and perform all testing including unit, integration, end-to-end, interface, data conversion, performance (including stress and volume), regression, and security testing. | X | X | |
| 7.6 | Assist with testing (integration and end-to-end) and provide input to scripts and perform user acceptance testing. | | X | |
| 7.7 | Test high availability capability such as any capability of failover to secondary disaster recovery (DR) site. | X | | |
| 7.8 | Test the capability to restore to normal hosting stance after any service interruption such as moving back to primary data center after deployment on secondary DR data center. | X | | |
| 7.9 | Provide the Configured Environments (testing) to test and/or demonstrate the functionality has been satisfied. Provide documentation to verify environment configuration and testing. | X | | |
| 7.10 | Provide Configured Hardware Environments (testing) Documentation, including specification of hardware, network, storage, utilities, licensees, and other required infrastructure. | X | | |
| 7.11 | Provide and document test results in a Testing Report deliverable. | X | | |
| 7.12 | Validate the system for compliance with the Security Plan and provide the results to Finance. | X | | |
| 7.13 | Manage Finance functional, integration, user acceptance, and regression test environments and associated test data, including creation and maintenance during the testing period. | X | | |
| 7.14 | Review and accept testing results for compliance with policies, procedures, plans, and test criteria and metrics (e.g., defect rates, progress against schedule). | | X | |
| 7.15 | Coordinate the scheduling of user acceptance testing (e.g., gain user involvement, establish, and define acceptance criteria, set high-level test objectives, establish high-level test scenarios). | | X | |

| Implementation Services | | | | |
|-------------------------|---|------|---------|--|
| # | Testing Roles and Responsibilities | FAST | Finance | FAST Comments |
| 7.16 | Facilitate and support user acceptance test as prescribed by Finance, including: establishing adequate test environment; preparing data to support test scenarios within modified system as well as managing the relationship with all interfaced systems necessary to conduct test; troubleshooting; supporting users to progress through scenarios; simulating interfaces or working with integrated systems to conduct end-to-end tests; supporting batch processing; exercising functionality; converting production data, and reporting results. | X | | Data build/preparation is primarily the responsibility of Finance during the Testing phase of the FastCore Implementation Methodology. FAST will provide tester training and guidance during testing activities. |
| 7.17 | Conduct user acceptance testing. | | X | |
| 7.18 | Use a product-based Defect Tracking System for purposes of allowing Finance to initiate, track, and report all testing defects (e.g. integration, end to end, and user acceptance testing). Offeror shall also use Defect Tracking System to log details of bug fixes and current status. | X | | |
| 7.19 | Notify Offeror in the event Finance notices a discrepancy between the Finance' requirements and the requirements document or other Offeror Deliverables. | | X | |
| 7.20 | Correct any defects identified during testing and validate the fixes as part of the overall testing process. | X | | |
| 7.21 | Perform comprehensive load testing to simulate expected user traffic during typical and peak periods (including renewal seasons) and scalability testing to ensure the system can handle increased loads over time, as well as sustained heavy traffic during high-demand periods. | X | | |
| 7.22 | Conduct post-deployment testing to monitor system performance with real user traffic, including key metrics, user load, and stress tests, while quickly identifying and addressing any bugs or issues that arise. | X | | |
| 7.23 | Establish a comprehensive change management process, supported by software, to track, monitor, and approve all upgrades and changes to the system or program. | X | | |

| Implementation Services | | | | |
|-------------------------|--|------|---------|---------------|
| # | Deployment and Go-Live Support Roles and Responsibilities | FAST | Finance | FAST Comments |
| 9.1 | Provide initial and Final Detailed Deployment Plan including details about phased deployment approach if applicable and readiness activities to be completed in the final months before any phased go-live. | X | | |
| 9.2 | Develop and provide a Rollback Strategy and Plan that must be in coordination with Finance. | X | | |
| 9.3 | Provide the Configured Hardware Environments (production). | X | | |
| 9.4 | Provide Configured Environments (production) Documentation, including specification of hardware, network, storage, utilities, licensees, and other required infrastructure. | X | | |
| 9.5 | Provide Go/No-go Documentation, including the Production Cutover Plan and the Go-Live Checklist). | X | | |
| 9.6 | Conduct a go-live rehearsal to ensure all systems, processes, and teams are prepared for the transition. | X | X | |
| 9.7 | Conduct Go/No-go Meeting. | | X | |
| 9.8 | Perform roll back in the case that Finance determines it necessary. | X | | |
| 9.9 | Perform deployment and support activities with parties as directed by the Finance Project Manager. | X | | |
| 9.10 | Provide System and User Documentation, including functional, technical and architectural specifications, operational documentation (e.g., batch schedule, runtime procedures). This Documentation shall be provided in End User Training Material and Technical Documentation. | X | | |
| 9.11 | Provide a Hypercare Plan that details the support strategy immediately following a Solution go-live, focusing on stabilizing operations and addressing any immediate post-implementation issues. It should include defined support roles, escalation procedures, communication protocols, and performance monitoring to ensure a smooth transition and minimize disruptions for end-users. | | | |
| 9.12 | Provide a Production Support Plan to cover the Post Go-Live Support prior to Warranty, the Warranty Period, "desk side" support, and the M&O Support period. The plan must include the proposed organizational structure, roles and responsibilities and estimated level of effort for the Offeror and Finance. | X | | |
| 9.13 | Assist with a Decommissioning and Archiving Plan for legacy data and systems. | X | | |
| 9.14 | Write, lead and execute Decommission and Archiving Plan for legacy data and systems. | | X | |
| 9.15 | Provide recommended operations and administration procedures related to the deployment. | X | | |
| 9.16 | Approve production deployment go/no-go decisions. | | X | |
| 9.17 | Lead deployment of application into production in coordination with Finance. | X | | |
| 9.18 | Track deployment status and notification in coordination with Finance. | X | | |

| Implementation Services | | | | |
|-------------------------|---|------|---------|--|
| # | Production Support & Transition Roles and Responsibilities | FAST | Finance | FAST Comments |
| 10.1 | Provide Phased Acceptance and Final Acceptance Plan and Schedule matching Final Detailed Deployment Plan phases | X | | |
| 10.2 | Escalate and resolve issues with Offeror post-production support team. | | X | |
| 10.3 | Provide post-production support team to resolve issues as escalated by Finance. | X | | |
| 10.4 | Provide a minimum of 16 weeks of post go-live deployment support prior to final acceptance. | X | | |
| 10.5 | Provide Successful Deployment Documentation deliverable. | X | | |
| 10.6 | Provide the configuration and customization documentation and readable source code and object (executable) code for the system in the configuration management system. | X | | Solutions for site code are documented in in GenTax's FCR (repository) environment, which also gives the ability to view and execute source code. Documentation for core objects are also available in the FCR environment. Configuration can be documented through descriptions and row documentation within the Configuration manager. Additional documentation is available and can be created in the in-software Help manager. |
| 10.7 | Perform Phase Closeout including system tuning activities, assessment of knowledge transfer tasks, transfer Project artifacts to Project repository, lessons learned document, update design documents, procedure to obtain Finance approval before any future update to the system is made and transition support to Finance as appropriate. | X | | |
| 10.8 | Develop help desk scripts. | X | | FAST will develop help desk scripts collaboratively with Finance staff. |
| 10.9 | Maintain help desk scripts. | | X | |
| 10.10 | Provide Level 1 Help Desk—simple (with coordination of user support activities including “how to” support) and user account and password administration. | | X | |
| 10.11 | Provide Level 2 Help Desk. | | X | |
| 10.12 | Provide dedicated Level 3 Help Desk for the system-related incidents and problems during Finance business hours. | X | | |
| 10.13 | Assist Finance in the development of support organization. | X | | |
| 10.14 | Provide support organization to advise and assist business end-users and staff in the use of systems and Finance specific policies. | | X | |
| 10.15 | Respond to escalated trouble ticket items in accordance with established procedures. | X | | |
| 10.16 | Establish and communicate the priority levels of trouble ticket items/service requests. | | X | |
| 10.17 | Maintain “end state” system architecture documentation. | X | | |
| 10.18 | Provide maintenance and repair policies and procedures. | X | | |
| 10.19 | Provide technical and functional support to the Finance IT staff and other groups as directed by the Finance, including other City Departments. | X | | |
| 10.20 | Provide Organizational Change Management Effectiveness Assessment Report. | | X | |
| 10.21 | Perform diagnostics on software and services. | X | | |
| 10.22 | Provide Final Acceptance Documentation deliverable that includes a checklist of all Project closeout activities and validates that support has been provided for the duration of the Minimum Support Period. | X | | |

**Implementation Services
Warranty**

| # | Configuration and Development Support Roles and Responsibilities | FAST | Finance | FAST Comments |
|------|--|------|---------|---|
| 12.1 | Provide processes and procedures for tracking and reporting the status of all warranty services. | X | | |
| 12.2 | Perform system fixes for problems that the Offeror was responsible for providing. | X | | |
| 12.3 | Perform data fixes for errors that the Offeror was responsible for, including but not limited to improperly converted files or tables. | X | | |
| 12.4 | Test the system to ensure that no regression errors are introduced. | X | | FAST will perform regression testing at all levels, and Finance staff should also performing regression testing, which FAST will support. |
| 12.5 | Approve all major warranty service fixes with formal sign-off, as defined by the City. | | X | |
| 12.6 | Update all documentation and related files/Deliverables associated with Warranty Services. | X | | |

APPENDIX G

Key Personnel Positions

Appendix G: Key Personnel Positions Minimum Qualifications

The table below lists the positions the City deems “Key Personnel” and summarizes the minimum qualifications for each Key Personnel position.

The City will reserve the right to approve any changes in key personnel. Such approval will not be unreasonably denied. The same requirements will apply to any subcontractors.

Table 1. Key Personnel Positions

| Key Personnel | Responsibilities | Minimum Qualifications |
|---------------------------|---|--|
| Senior Executive | <ul style="list-style-type: none"> ▪ Provide executive oversight for financial aspects of the project. ▪ Exercise ultimate authority over all resources (technical, functional, project management) assigned to the project. ▪ Participate directly in Steering Committee meetings at least bi-monthly. ▪ Be available for issue escalation and resolution activities as required. | <ul style="list-style-type: none"> ▪ Extensive experience in financial oversight and management within a project context. ▪ Demonstrated ability to lead and manage diverse teams, including technical, functional, and project management staff. ▪ Experience participating in high-level committee meetings and decision-making processes. ▪ Strong problem-solving skills with the ability to handle issue escalation and resolution effectively. |
| Project Manager | <ul style="list-style-type: none"> ▪ Lead the implementation of tax administration solutions, ERP, or similarly complex application software solutions. ▪ Serve as the primary liaison between the Firm and City throughout the project's phases ▪ Manage project-specific administration and oversight activities to ensure successful execution and delivery of the enterprise-level project. ▪ Contribute to the achievement of the City's strategic goals through effective project management. ▪ Utilize experience with tax administration solutions in project execution. | <ul style="list-style-type: none"> ▪ At least three (3) years of project management experience focused on implementing tax administration solutions, ERP, or similar complex applications. ▪ Served as PM for at least one (1) implementation of a tax administration solution. ▪ Experience implementing the proposed software and/or similar enterprise software in organizations of comparable size and complexity to Finance. ▪ Demonstrated success in completing critical project-specific administration and oversight activities. ▪ Reference-able credentials indicating successful project completion. ▪ PMP certification is desired but not required; relevant experience is prioritized over certification. |
| Solution Architect | <ul style="list-style-type: none"> ▪ Ensure project compliance with technical, architectural, and implementation best practices. ▪ Implement all functional, technical, and integration requirements. ▪ Oversee the creation and maintenance of a Requirements Traceability Matrix. | <ul style="list-style-type: none"> ▪ At least five (5) years of experience designing low-code application platform solutions. ▪ Minimum of three (3) years of experience with the proposed software product in the role of Solution Architect or equivalent. |

Appendix G: Key Personnel Positions Minimum Qualifications

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|--|--|--|
| | <ul style="list-style-type: none"> Serve as the Lead Solution Architect if multiple architects are proposed. | |
| Functional Lead | <ul style="list-style-type: none"> Manage all functional aspects of the implementation, including analysis, design, and configuration. Provide subject matter expertise on business processes related to the implementation, offering insights into best practices and process improvements. Provide full coverage for functional domains or workstreams. Clearly identify specific workstream or domain responsibilities if multiple functional leads are proposed. | <ul style="list-style-type: none"> At least five (5) years of experience in designing and implementing tax administration solutions in a senior-level role. Minimum of two (2) years of experience implementing with the proposed software product. Experience with prototyping, iterative design, etc. |
| Technical Lead | <ul style="list-style-type: none"> Lead technical activities such as system installation/optimization, environment management, data conversion, and interface development. Provide technical oversight of application installation, hosting setup, interface development, security administration and data conversion in large-scale integrated systems. Clearly identify specific responsibilities if multiple technical leads are proposed. | <ul style="list-style-type: none"> At least five (5) years of experience leading teams responsible for technical activities. Minimum of three (3) years of experience with the proposed software product in the role of Technical Lead or equivalent. Experience with large-scale integrated systems. |
| Testing Manager | <ul style="list-style-type: none"> Oversee all test planning, execution, support, and verification activities. Provide necessary training and support for User Acceptance Testing. Prepare reports on test results, defect statistics, and overall quality. | <ul style="list-style-type: none"> Proven experience in managing comprehensive testing processes and supporting user acceptance testing. |
| Training Lead | <ul style="list-style-type: none"> Support the City with training materials, including guides, desk references, and application wizards. Coordinate and facilitate classroom-based as well as virtual training for consistent system understanding. | <ul style="list-style-type: none"> Experience in developing and delivering training programs, especially in a software implementation context. |
| Organizational Change Management (OCM) Lead | <ul style="list-style-type: none"> Develop and execute change management strategies to facilitate user adoption and engagement. Engage stakeholders through communication, training, and support initiatives. | <ul style="list-style-type: none"> Experience in change management, stakeholder engagement, and user adoption strategies. |

Appendix G: Key Personnel Positions Minimum Qualifications

| | | |
|--|---|--|
| | <ul style="list-style-type: none"> ▪ Monitor and adjust change efforts to enhance organizational readiness and sustain long-term benefits. ▪ Provide guidance on policy development and refinement. | |
| <p>Reporting / Data Management Lead</p> | <ul style="list-style-type: none"> ▪ Develop and implement a data conversion strategy ensuring data quality, integration, and governance. ▪ Design and develop reports and dashboards. ▪ Ensure compliance with data privacy and security standards. ▪ Collaborate with stakeholders to gather requirements and coordinate training with the Training Lead. ▪ Lead content management, documentation management, correspondence, etc. efforts. | <ul style="list-style-type: none"> ▪ Experience in data management, reporting, and ensuring data privacy and security compliance. |

APPENDIX H

USPS Sublicense

Sublicensing Agreement
Delivery Point Validation, LACSLink, SuiteLink, Rdi Products

This agreement for sublicensing the Delivery Point Validation Product, the LACSLink Product, the SuiteLink Product and the Residential Delivery Indicator product (RDI), licensed products of the United States Postal Service (USPS), is made as of the ____ day of _____, 20____, by and between:

(Sublicensee): _____,

having its principal place of business at:

(Address) _____

(City) _____ (State) _____ (Zip+4) _____,

and Fast Enterprises, LLC (Fast) with offices at: 7229 South Alton Way, Centennial, CO 80112.

In consideration of the grant and the mutual covenants set forth herein, the parties agree as set forth below:

Introduction

1. USPS has created confidential and proprietary systems (referred to herein as the Delivery Point Validation Product, the LACSLink Product, the SuiteLink Product, the Residential Delivery Indicator, and further defined below).
2. Sublicensee wishes to use this technology to validate customer address information with Fast Enterprises' CASS-certified validation software.
3. The terms and conditions of this Agreement shall be legally binding upon Sublicensee and shall inure to the benefit of *USPS*.

Definitions

1. **"LACSLink Product"** means the confidential and proprietary system developed by *USPS* that provides for the conversion of existing addresses to their new or updated or replacement address or the like, and which includes the database and the software to effect the conversion.
2. **"Delivery Point Validation Product"** ("DPV Product") means the new *USPS* proprietary technology product designed to help mailers validate the accuracy of address data, right down to the physical delivery point.
3. **"SuiteLink Product"** means the confidential and proprietary system developed by *USPS* that can append secondary information (also known as unit information) for some business addresses when the input information does not lead to an exact match. This additional information will allow delivery sequencing where it would not otherwise be possible.
4. **"Residential Delivery Indicator Product"** (RDI Product) means the confidential and proprietary system developed by the *USPS* that helps mailers determine if an address is a residential or business address.
5. **"Licensed Materials"** consist of only:
 - a. The LACSLink Product, and
 - b. The DPV Product, and
 - c. The SuiteLink Product, and
 - d. The RDI Product, and
 - e. any updates to the above that *USPS* provides to Fast, and which will be distributed by Fast to Sublicensee under the terms of this Agreement.
6. **"Interface"** means those components of the certified system, GenTax, which use the Licensed Materials.

Sublicensing Agreement
Delivery Point Validation, LACSLink, SuiteLink, Rdi Products

7. **“Deliverables”** means letters, flats, postcards, packages, leaflets, magazines, advertisements, books, and other printed material, and any other item delivered by *USPS*.
8. **“Territory”** means the geographic boundaries governed by the United States, its territories, and possessions.
9. **“End User”** means an Entity that *USPS* has licensed to use the Licensed Materials to update address and mailing lists. Sublicensee is an End User.
10. **“Entity”** means a single corporation or partnership or an individual person (i.e., a sole proprietorship), or a government body in good standing, licensed and registered to do business or operate in the Territory, and does not include any party or affiliation(s) of parties that is not recognized as a legal entity by the laws of the jurisdiction(s) in which it conducts business or operates.

Sole Purpose and Scope

1. The sole purpose and scope of this sublicense is limited to providing Sublicensee with access to Licensed Materials to validate customer address information.
2. Sublicensee may not use information obtained or derived from the Licensed Materials for any purpose inconsistent with this Agreement.
3. Sublicensee may not use the Licensed Materials to artificially generate address records not already within the possession of Sublicensee.
4. This sublicense represents the entire agreement between the parties regarding its subject matter, superseding any prior oral or written agreements or understandings relating thereto.

Grant of Rights

1. The End Users' right to use the Interface shall be strictly limited to use only within the Territory, and only for updating addresses and mailing lists used to prepare Deliverables for deposit with *USPS* in conformance with *USPS* requirements.
2. End Users shall have no right to sublicense, sell or otherwise distribute, reproduce, perform, or prepare derivative works of the Interface.
3. End Users shall acknowledge:
 - a. *USPS*'s ownership of the LACSLink Product, the DPV Product, the SuiteLink product, the RDI Product, and the *USPS* Marks
 - b. Fast provides the Interface in part under license from *USPS*, and
 - c. That End User is a sublicensee under Fast's licenses from *USPS* and obtains from Fast no broader right than Fast under those licenses.
4. End Users shall be strictly limited to using the Interface only as a component of Fast's CASS-certified address validation product, and
5. End Users shall acknowledge and agree that End User does not have a right to sublicense, distribute, reproduce, perform, display, prepare derivative works, or sell the Interface or *USPS*'s Marks.

Confidentiality of the Licensed Materials

1. The Licensed Materials are confidential and proprietary to *USPS* and shall remain the property of *USPS*. Nothing contained in this Agreement shall give Sublicensee any right, title, or interest in or to the Licensed Materials except as the recipient of the license granted in this Agreement.
2. Sublicensee agrees to hold all information concerning Licensed Materials confidential, to disclose said information only in accordance with the provisions of this Agreement, to take all reasonable steps to safeguard the confidentiality of the Licensed Materials and any or all parts thereof, and to prevent unauthorized disclosure thereof by Sublicensee's employees, agents, and representatives.

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3. Unauthorized disclosure includes using the Licensed Materials for artificially creating or maintaining address lists, providing the Licensed Materials or any portion thereof to any third party for any purpose or under any conditions or any other use of Licensed Materials that is not specifically authorized by this Agreement.
4. Sublicensee agrees to control and restrict any access to address information in or from Licensed Materials to employees or other persons who need it to perform work for Sublicensee under this Agreement.
5. This Agreement does not give Sublicensee any proprietary interest in the address information in the Licensed Materials.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above:

SUBLICENSEE:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

FAST ENTERPRISES:

BY: _____

NAME: _____

TITLE: _____

DATE: _____