CONTRACT NO. 200692
(RFP 306897)
ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

CONTRACTOR: **Applications Software Technology LLC (AST)**
4343 Commerce Court, Suite 701
Lisle, IL 60532
630-778-1180
szechariah@astcorporation.com

AWARD DATE: **July 21, 2021**

CONTRACT TERM: **Two (2) Years from Notice to Proceed**

PRICE: **Not-to-Exceed $9,647,280.00**

SBE GOAL: **5%**

PERFORMANCE BOND: **20% [See Exhibit E - Revised-1, Section 7(a)]**

PROJECT MANAGER: **Ron Ledesma**
512-389-7503
ron.ledesma@capmetro.org

CONTRACT ADMINISTRATOR: **Tracee Metterle**
512-369-6525
tracee.metterle@capmetro.org

PROCUREMENT DEPARTMENT
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
2910 E. 5th STREET
AUSTIN, TEXAS 78702

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

CONTRACT 200692
(RFP 306897)

ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

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CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AUSTIN, TEXAS
AWARD/CONTRACT FORM

1. **SOLICITATION NO:** RFP 306897	2. **CONTRACT NO:** 200692	3. **EFFECTIVE DATE:** Upon Execution

4. CONTRACTS ADMINISTRATOR: Tracee Metterle   **PHONE:** 512-369-6525

5. **SHIP TO ADDRESS:**	6. **DELIVERY TERMS:**
Capital Metro 2910 East 5th Street Austin, Texas 78702	F.O.B. Destination

Under item 6:
7. DISCOUNTS FOR PROMPT PAYMENT: N/A

8. **CONTRACTOR NAME & ADDRESS:**	9. **REMITTANCE ADDRESS:**	(If different from Item 8)
Applications Software Technology LLC (AST) 4343 Commerce Court, Suite 701 Lisle, IL 60532		

PHONE:	630-778-1180	**EMAIL:** szechariah@astcorportation.com

10. SBE GOAL: 5%

CONTRACT EXECUTION

CAUTION: **A false statement in any bid or proposal submitted to CMTA may be a criminal offense in violation of Section 37.10 of the Texas Penal Code.**

X	**NEGOTIATED AGREEMENT:**	(Contractor is required to sign below and return to the Contracting Officer within three (3) calendar days of receipt.)

Contractor agrees to perform, furnish and deliver all the services set forth or otherwise identified in Contractor's Proposal Revision dated July 12, 2021, Contractor's Proposal Revision dated July 6, 2021, Contractor's Final Proposal Revision dated June 22, 2021, and Contractor's Initial Proposal dated March 22, 2021, Exhibit A-Revised-4 (Pricing Schedule), Exhibit A-1-Revised-2 (Resource Matrix), Exhibit A-2 (Payment Schedule), Exhibit E - Revised-1 (Contractual Terms and Conditions), Exhibit F - Revised -2 (Scope of Services and Compliance Matrix) and all relevant attachments and addenda for the base and option years. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this Award/Contract, (b) the solicitation, as amended, and (c), such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein.

SIGNATURE OF CONTRACTOR:

Name/Title: ___SHAJI ZECHARIAH___   Signature: ___*Shaji Zechariah*___ Date: ___07/21/21___

X	**AWARD:**	Items listed below are changes from the original offer and solicitation as submitted.

This Award/Contract Form may be executed in multiple originals, and an executed facsimile or email copy shall have the same force and effect as an original document.

ALTERATIONS IN CONTRACT: Changes are highlighted in yellow and marked with a vertical line in the margin.

Refer to Exhibit A-2 Payment Schedule.

Refer to Exhibit E (Contractual Terms and Conditions). Exhibit E shall be replaced in its entirety with **Exhibit E-Revised-1**, attached hereto and made a part hereof for all pertinent purposes.

Refer to Exhibit K (Additional Terms and Conditions for the Performance of Information Technology (IT) Products and Services). Exhibit K shall be replaced in its entirety with **Exhibit K - Revised-1**, attached hereto and made a part hereof for all pertinent purposes.

Refer to Exhibit L (IT Terms and Conditions - Hosted Solutions). Exhibit L shall be replaced in its entirety with **Exhibit L - Revised-1**, attached hereto and made a part hereof for all pertinent purposes.

11. ACCEPTED AS TO: Exhibit A - Revised-4 (Pricing Schedule):

Section 7. Pricing: Base Period-Year 1, Items 1-4 inclusive
Section 8. Pricing: Base Period-Year 2, Items 1-6 inclusive
For a Total Amount Not-to-Exceed $9,647,280

Section 9. Pricing - Option Period 1 (Year 3 of the Contract) For a Total Amount Not-to-Exceed $1,361,725
Section 10. Pricing - Option Period 2 (Year 4 of the Contract) For a Total Amount Not-to-Exceed $1,341,705
Section 11. Pricing - Option Period 3 (Year 5 of the Contract) For a Total Amount Not-to-Exceed $1,236,885

Option Periods are subject to Capital Metro's unilateral right to exercise the option at Capital Metro's sole discretion, in accordance with Section 4 of Exhibit E - Revised-1 of the Contract and further subject to other applicable terms and conditions of the Contract, including, but not limited to, Section 57 of Exhibit E - Revised-1 of the Contract.

SIGNATURE OF CONTRACTING OFFICER:

Muhammad Abdullah, C.P.M., CTCM,
Sr. Director & Chief Contracting Officer

Signature: _E-SIGNED by Muhammad Abdullah on 2021-08-10 18:43:32 GMT_   Date: August 10, 2021

PRICING SCHEDULE

RFP 306897

THE OFFEROR IS REQUIRED TO SIGN AND DATE EACH PAGE OF THIS SCHEDULE

1. **IDENTIFICATION OF OFFEROR AND SIGNATURE OF AUTHORIZED AGENT**

Company Name (Printed)	Applications Software Technology LLC		
Address	4343 Commerce Ct, Suite 701		
City, State, Zip	Lisle, IL 60532		
Phone, Fax, Email	630.778.1180	630.778.1179	szechariah@astcorporation.com

The undersigned agrees, if this offer is accepted within the period specified, to furnish any or all supplies and/or services specified in the Schedule at the prices offered therein.

Authorized Agent Name and Title (Printed)	Shaji Zechariah, President	
Signature and Date	*Shaji Zechariah*	07/12/21

2. **ACKNOWLEDGEMENT OF AMENDMENTS**

The offeror must acknowledge amendment(s) to this solicitation in accordance with the ACKNOWLEDGMENT OF AMENDMENTS section of Exhibit C.

3. **PROMPT PAYMENT DISCOUNT**

# of Days	N/A	Percentage	N/A

Note, payment terms are specified in Exhibit E, Contractual Terms and Conditions.

4. **SBE GOAL (TO BE COMPLETED UPON AWARD BY CAPITAL METRO)**

The SBE participation commitment for this contract is the following percentage of the total contract:

%

5. **AUTHORITY'S ACCEPTANCE (TO BE COMPLETED UPON AWARD BY CAPITAL METRO)**

The Authority hereby accepts this offer.

Authorized Agent Name and Title (Printed)	
Signature and Date	
Accepted as to:	

The remainder of Exhibit A – Pricing Schedule has been redacted.

For further information regarding Exhibit A, you may:

- Reach out to the Contractor directly via the Contractor contact details provided on the cover page of this contract.

OR

- Submit a public information request directly to PIR@capmetro.org.

EXHIBIT B

REPRESENTATIONS AND CERTIFICATIONS

(LOCALLY FUNDED SUPPLY/SERVICE/CONSTRUCTION CONTRACTS)

M U S T   B E   R E T U R N E D   W I T H   T H E   O F F E R

1. **TYPE OF BUSINESS**

(a)   The offeror operates as (mark one):

☐ An individual
☐ A partnership
☐ A sole proprietor
☐ A corporation
☒ Another entity LLC

(b)   If incorporated, under the laws of the State of:

Delaware

2. **PARENT COMPANY AND IDENTIFYING DATA**

(a)   The offeror (mark one):

☒ is
☐ is not

owned or controlled by a parent company. A parent company is one that owns or controls the activities and basic business policies of the offeror. To own the offering company means that the parent company must own more than fifty percent (50%) of the voting rights in that company.

(b)   A company may control an offeror as a parent even though not meeting the requirements for such ownership if the company is able to formulate, determine, or veto basic policy decisions of the offeror through the use of dominant minority voting rights, use of proxy voting, or otherwise.

(c)   If not owned or controlled by a parent company, the offeror shall insert its own EIN (Employer's Identification Number) below:

█████████

(d)   If the offeror is owned or controlled by a parent company, it shall enter the name, main office and EIN number of the parent company, below:

Not Applicable

3. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a)　The offeror (and all joint venture members, if the offer is submitted by a joint venture) certifies that in connection with this solicitation:

(1)　the prices offered have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, with any other offeror or with any other competitor;

(2)　unless otherwise required by law, the prices offered have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening of bids in the case of an invitation for bids, or prior to contract award in the case of a request for proposals, directly or indirectly to any other offeror or to any competitor; and

(3)　no attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b)　Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1)　is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(i)　has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii)　as an authorized agent, does certify that the principals named in subdivision (b)(1)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii)　as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c)　If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

4. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

(a)　In accordance with the provisions of 2 C.F.R. (Code of Federal Regulations), part 180, the offeror certifies to the best of the offeror's knowledge and belief, that it and its principals:

(1)　are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2)　have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3)　are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (a)(2) above; and

(4)　have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

(b)   Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer.

(c)   For any subcontract at any tier expected to equal or exceed $25,000:

(1)   In accordance with the provisions of 2 C.F.R. part 180, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2)   Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer.

(3)   This certification (specified in paragraphs (c)(1) and (c)(2), above) shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of the certifications to the Authority upon request.

5.   COMMUNICATIONS

(a)   All oral and written communications with the Authority regarding this solicitation shall be exclusively with, or on the subjects and with the persons approved by, the persons identified in this solicitation. Discussions with any other person not specified could result in disclosure of proprietary or other competitive sensitive information or otherwise create the appearance of impropriety or unfair competition and thereby compromise the integrity of the Authority's procurement system. If competition cannot be resolved through normal communication channels, the Authority's protest procedures shall be used for actual or prospective competitors claiming any impropriety in connection with this solicitation.

(b)   By submission of this offer, the offeror certifies that it has not, and will not prior to contract award, communicate orally or in writing with any Authority employee or other representative of the Authority (including Board Members, Capital Metro contractors or consultants), except as described below:

Individual's Name	Date/Subject of Communication
Brent Mears	Clarification/BAFO/Contract Negotiations
Shaji Zechariah	Clarification/BAFO/Contract Negotiations
Jennifer Mascari	Clarification/BAFO/Contract Negotiations

(Attach continuation form, if necessary.)

6.   CONTINGENT FEE

(a)   Except for full-time, bona fide employees working solely for the offeror, the offeror represents as part of its offer that it (mark one):

☐ has
☒ has not

employed or retained any company or persons to solicit or obtain this contract, and (mark one):

☒ has
☐ has not

paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b)   The   offeror agrees to provide information relating to (a) above, when any item is answered affirmatively.

7.   **CODE OF ETHICS**

(a)   Statement of Purpose

The brand and reputation of Capital Metro is determined in large part by the actions or ethics of representatives of the agency. Capital Metro is committed to a strong ethical culture and to ethical behavior by all individuals serving Capital Metro as employees, members of the Board of Directors or volunteers. Individuals serving Capital Metro will conduct business with honesty and integrity. We will make decisions and take actions that are in the best interest of the people we serve and that are consistent with our mission, vision and this policy. The Code of Ethics (the "Code") documents Capital Metro's Standards of Ethical Conduct and policies for Ethical Business Transactions. Compliance with the Code will help protect Capital Metro's reputation for honesty and integrity. The Code attempts to provide clear principles for Capital Metro's expectations for behavior in conducting Capital Metro business. We have a duty to read, understand and comply with the letter and spirit of the Code and Capital Metro policies. You are encouraged to inquire if any aspect of the Code needs clarification.

(b)   Applicability

The Code applies to Capital Metro employees, contractors, potential contractors, Board Members and citizen advisory committee members. Violation of the Code of Ethics may result in discipline up to and including termination or removal from the Board of Directors.

(c)   Standards of Ethical Conduct

The public must have confidence in our integrity as a public agency and we will act at all times to preserve the trust of the community and protect Capital Metro's reputation. To demonstrate our integrity and commitment to ethical conduct we will:

(1)   Continuously exhibit a desire to serve the public and display a helpful, respectful manner.

(2)   Exhibit and embody a culture of safety in our operations.

(3)   Understand, respect and obey all applicable laws, regulations and Capital Metro policies and procedures both in letter and spirit.

(4)   Exercise sound judgment to determine when to seek advice from legal counsel, the Ethics Officer or others.

(5)   Treat each other with honesty, dignity and respect and will not discriminate in our actions toward others.

(6)   Continuously strive for improvement in our work and be accountable for our actions.

(7)   Transact Capital Metro business effectively and efficiently and act in good faith to protect the Authority's assets from waste, abuse, theft or damage.

(8)   Be good stewards of Capital Metro's reputation and will not make any representation in public or private, orally or in writing, that states, or appears to state, an official position of Capital Metro unless authorized to do so.

(9)   Report all material facts known when reporting on work projects, which if not revealed, could either conceal unlawful or improper practices or prevent informed decisions from being made.

(10)   Be fair, impartial and ethical in our business dealings and will not use our authority to unfairly or illegally influence the decisions of other employees or Board members.

(11)   Ensure that our personal or business activities, relationships and other interests do not conflict or appear to conflict with the interests of Capital Metro and disclose any potential conflicts.

(12)   Encourage ethical behavior and report all known unethical or wrongful conduct to the Capital Metro Ethics Officer or the Board Ethics Officer.

(d)   Roles and Responsibilities

It is everyone's responsibility to understand and comply with the Code of Ethics and the law. Lack of knowledge or understanding of the Code will not be considered. If you have a question about the Code of Ethics, ask.

It is the responsibility of Capital Metro management to model appropriate conduct at all times and promote an ethical culture. Seek guidance if you are uncertain what to do.

It is Capital Metro's responsibility to provide a system of reporting and access to guidance when an employee wishes to report a suspected violation and to seek counseling, and the normal chain of command cannot, for whatever reason, be utilized. If you need to report something or seek guidance outside the normal chain of command, Capital Metro provides the following resources:

(1)   Anonymous Fraud Hotline – Internal Audit

(2)   Anonymous Online Ethics Reporting System

(3)   Contact the Capital Metro Ethics Officer, Vice-President of Internal Audit, the EEO Officer or Director of Human Resources

(4)   Safety Hotline

The Capital Metro Ethics Officer is the Chief Counsel. The Ethics Officer is responsible for the interpretation and implementation of the Code and any questions about the interpretation of the Code should be directed to the Ethics Officer.

(e)   Ethical Business Transactions

Section 1.   Impartiality and Official Position

(1)   A Substantial Interest is defined by Tex. Loc. Govt. Code, § 171.002. An official or a person related to the official in the first degree by consanguinity or affinity has a Substantial Interest in:

(i)   A business entity if the person owns ten percent (10%) or more of the voting stock or shares of the business entity or owns either 10% or more or $15,000 or more of the fair market value of the business entity OR funds received by the person from the business entity exceed 10% of the person's gross income for the previous year; or

(ii)   Real property if the interest is an equitable or legal ownership with a fair market value of $2,500 or more.

Capital Metro will not enter into a contract with a business in which a Board Member or employee or a Family Member of a Board Member or employee as defined in Section 8 has a Substantial Interest except in case of emergency as defined in the Acquisition Policy PRC-100 or the business is the only available source for essential goods and services or property.

(2)   No Board Member or employee shall:

(i)   Act as a surety for a business that has work, business or a contract with Capital Metro or act as a surety on any official bond required of an officer of Capital Metro.

(ii)   Represent for compensation, advise or appear on behalf of any person or firm concerning any contract or transaction or in any proceeding involving Capital Metro's interests.

(iii)   Use his or her official position or employment, or Capital Metro's facilities, equipment or supplies to obtain or attempt to obtain private gain or advantage.

(iv)   Use his or her official position or employment to unfairly influence other Board members or employees to perform illegal, immoral, or discreditable acts or do anything that would violate Capital Metro policies.

(v)   Use Capital Metro's resources, including employees, facilities, equipment, and supplies in political campaign activities.

(vi)   Participate in a contract for a contractor or first-tier subcontractor with Capital Metro for a period of one (1) year after leaving employment on any contract with Capital Metro.

(vii)   Participate for the life of the contract in a contract for a contractor or first-tier subcontractor with Capital Metro if the Board Member or employee participated in the recommendation, bid, proposal or solicitation of the Capital Metro contract or procurement.

Section 2.   Employment and Representation

A Board Member or employee must disclose to his or her supervisor, appropriate Capital Metro staff or the Board Chair any discussions of future employment with any business which has, or the Board Member or employee should reasonably foresee is likely to have, any interest in a transaction upon which the Board Member or employee may or must act or make a recommendation subsequent to such discussion. The Board Member or employee shall take no further action on matters regarding the potential future employer.

A Board Member or employee shall not solicit or accept other employment to be performed or compensation to be received while still a Board Member or employee, if the employment or compensation could reasonably be expected to impair independence in judgment or performance of their duties.

A Board Member or employee with authority to appoint or hire employees shall not exercise such authority in favor of an individual who is related within the first degree, within the second degree by affinity or within the third degree by consanguinity as defined by the Capital Metro Nepotism Policy in accordance with Tex. Govt. Code, Ch. 573.

Section 3.   Gifts

It is critical to keep an arms-length relationship with the entities and vendors Capital Metro does business with in order to prevent the appearance of impropriety, undue influence or favoritism.

No Board Member or employee shall:

(1)   Solicit, accept or agree to accept any benefit or item of monetary value as consideration for the Board Member's or employee's decision, vote, opinion, recommendation or other exercise of discretion as a public servant. [Tex. Penal Code §36.02(c)]

(2)   Solicit, accept or agree to accept any benefit or item of monetary value as consideration for a violation of any law or duty. [Tex. Penal Code §36.02(a)(1)]

(3)   Solicit, accept or agree to accept any benefit or item of monetary value from a person the Board Member or employee knows is interested in or likely to become interested in any Capital Metro contract or transaction if the benefit or item of monetary value could reasonably be inferred as intended to influence the Board Member or employee. [Tex. Penal Code §36.08(d)]

(4)   Receive or accept any gift, favor or item of monetary value from a contractor or potential contractor of Capital Metro or from any individual or entity that could reasonably be inferred as intended to influence the Board Member or employee.

Exception: Consistent with state law governing public servants, a gift does not include a benefit or item of monetary value with a value of less than $50, excluding cash or negotiable instruments, unless it can reasonably be inferred

that the item was intended to influence the Board Member or employee. A department may adopt more restrictive provisions if there is a demonstrated and documented business need. [Tex. Penal Code § 36.10(a)(6)]

Exception: A gift or other benefit conferred, independent of the Board Member's or employee's relationship with Capital Metro, that is not given or received with the intent to influence the Board Member or employee in the performance of his or her official duties is not a violation of this policy. The Capital Metro Ethics Officer or Board Ethics Officer must be consulted for a determination as to whether a potential gift falls within this exception.

Exception: Food, lodging, or transportation that is provided as consideration for legitimate services rendered by the Board Member or employee related to his or her official duties is not a violation of this policy.

If you are uncertain about a gift, seek guidance from the Ethics Officer.

Section 4.   Business Meals and Functions

Board Members and employees may accept invitations for free, reasonable meals in the course of conducting Capital Metro's business or while attending a seminar or conference in connection with Capital Metro business as long as there is not an active or impending solicitation in which the inviting contractor or party may participate and attendance at the event or meal does not create an appearance that the invitation was intended to influence the Board Member or employee.

When attending such events, it is important to remember that you are representing Capital Metro and if you chose to drink alcohol, you must do so responsibly. Drinking irresponsibly may lead to poor judgment and actions that may violate the Code or other Capital Metro policies and may damage the reputation of Capital Metro in the community and the industry.

Section 5.   Confidential Information

It is everyone's responsibility to safeguard Capital Metro's nonpublic and confidential information.

No Board Member or employee shall:

    (1)   Disclose, use or allow others to use nonpublic or confidential information that Capital Metro has not made public unless it is necessary and part of their job duties and then only pursuant to a nondisclosure agreement approved by legal counsel or with consultation and permission of legal counsel.

    (2)   Communicate details of any active Capital Metro procurement or solicitation or other contract opportunity to any contractor, potential contractor or individual not authorized to receive information regarding the active procurement or contract opportunity.

Section 6.   Financial Accountability and Record Keeping

Capital Metro's financial records and reports should be accurate, timely, and in accordance with applicable laws and accounting rules and principles. Our records must reflect all components of a transaction in an honest and forthright manner. These records reflect the results of Capital Metro's operations and our stewardship of public funds.

A Board Member or employee shall:

    (1)   Not falsify a document or distort the true nature of a transaction.

    (2)   Properly disclose risks and potential liabilities to appropriate Capital Metro staff.

    (3)   Cooperate with audits of financial records.

    (4)   Ensure that all transactions are supported by accurate documentation.

    (5)   Ensure that all reports made to government authorities are full, fair, accurate and timely.

(6)   Ensure all accruals and estimates are based on documentation and good faith judgment.

Section 7.   Conflict of Interest

Employees and Board Members are expected to deal at arms-length in any transaction on behalf of Capital Metro and avoid and disclose actual conflicts of interest under the law and the Code and any circumstance which could impart the appearance of a conflict of interest. A conflict of interest exists when a Board Member or employee is in a position in which any official act or action taken by them is, may be, or appears to be influenced by considerations of personal gain rather than the general public trust.

Conflict of Interest [Tex. Loc. Govt. Code, Ch. 171 & 176, § 2252.908]

No Board Member or employee shall participate in a matter involving a business, contract or real property transaction in which the Board Member or employee has a Substantial Interest if it is reasonably foreseeable that an action on the matter would confer a special economic benefit on the business, contract or real property that is distinguishable from its effect on the public. [Tex. Loc. Govt. Code, § 171.004]

Disclosure

A Board Member or employee must disclose a Substantial Interest in a business, contract, or real property that would confer a benefit by their vote or decision. The Board Member or employee may not participate in the consideration of the matter subject to the vote or decision. Prior to the vote or decision, a Board Member shall file an affidavit citing the nature and extent of his or her interest with the Board Vice Chair or Ethics Officer. [Tex. Loc. Govt. Code, § 171.004]

A Board Member or employee may choose not to participate in a vote or decision based on an appearance of a conflict of interest and may file an affidavit documenting their recusal.

Section 8.   Disclosure of Certain Relationships [Tex. Loc. Govt. Code, Ch. 176]

Definitions

    (1)   A Local Government Officer is defined by Tex. Loc. Govt. Code § 176.001(4). A Local Government Officer is:

        (i)   A member of the Board of Directors;

        (ii)   The President/CEO; or

        (iii)   A third-party agent of Capital Metro, including an employee, who exercises discretion in the planning, recommending, selecting or contracting of a vendor.

    (2)   A Family Member is a person related within the first degree by consanguinity or the second degree by affinity as defined by Tex. Govt. Code, Ch. 573.

    (3)   A Family Relationship is a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity as defined by Tex. Govt. Code, Ch. 573.

    (4)   A Local Government Officer must file a Conflicts Disclosure Statement (FORM CIS) if:

        (i)   The person or certain Family Members received at least $2,500 in taxable income (other than investment income) from a vendor or potential vendor in the last twelve (12) months through an employment or other business relationship;

        (ii)   The person or certain Family Members received gifts from a vendor or potential vendor with an aggregate value greater than $100 in the last 12 months; or

(iii)   The vendor (or an employee of the vendor) has a Family Relationship with the Local Government Officer.

(5)   A vendor doing business with Capital Metro or seeking to do business with Capital Metro is required to file a completed questionnaire (FORM CIQ) disclosing the vendor's affiliations or business relationship with any Board Member or local government officer or his or her Family Member.

Section 9.   Duty to Report and Prohibition on Retaliation

Board Members and employees have a duty to promptly report any violation or possible violation of this Code of Ethics, as well as any actual or potential violation of laws, regulations, or policies and procedures to the hotline, the Capital Metro Ethics Officer or the Board Ethics Officer.

Any employee who reports a violation will be treated with dignity and respect and will not be subjected to any form of retaliation for reporting truthfully and in good faith. Any retaliation is a violation of the Code of Ethics and may also be a violation of the law, and as such, could subject both the individual offender and Capital Metro to legal liability.

Section 10. Penalties for Violation of the Code of Ethics

In addition to turning over evidence of misconduct to the proper law enforcement agency when appropriate, the following penalties may be enforced:

(1)   If a Board Member does not comply with the requirements of this policy, the Board member may be subject to censure or removal from the Board in accordance with Section 451.511 of the Texas Transportation Code.

(2)   If an employee does not comply with the requirements of this policy, the employee shall be subject to appropriate disciplinary action up to and including termination.

(3)   Any individual or business entity contracting or attempting to contract with Capital Metro which offers, confers or agrees to confer any benefit as consideration for a Board Member's or employee's decision, opinion, recommendation, vote or other exercise of discretion as a public servant in exchange for the Board Member's or employee's having exercised his official powers or performed his official duties, or which attempts to communicate with a Board Member or Capital Metro employee regarding details of a procurement or other contract opportunity in violation of Section 5, or which participates in the violation of any provision of this Policy may have its existing Capital Metro contracts terminated and may be excluded from future business with Capital Metro for a period of time as determined appropriate by the President/CEO.

(4)   Any individual who makes a false statement in a complaint or during an investigation of a complaint with regard to a matter that is a subject of this policy is in violation of this Code of Ethics and is subject to its penalties. In addition, Capital Metro may pursue any and all available legal and equitable remedies against the person making the false statement or complaint.

Section 11. Miscellaneous Provisions

(1)   This Policy shall be construed liberally to effectuate its purposes and policies and to supplement such existing laws as they may relate to the conduct of Board Members and employees.

(2)   Within sixty (60) days of the effective date for the adoption of this Code each Board Member and employee of Capital Metro will receive a copy of the Code and sign a statement acknowledging that they have read, understand and will comply with Capital Metro's Code of Ethics. New Board Members and employees will receive a copy of the Code and are required to sign this statement when they begin office or at the time of initial employment.

(3)   Board Members and employees shall participate in regular training related to ethical conduct, this Code of Ethics and related laws and policies.

8. SMALL BUSINESS ENTERPRISE (SBE) GOALS

The goal established for this solicitation must be met or the offeror must submit clear evidence of a "good faith effort" along with the offeror's completed Schedule C of Subcontractor Participation form (listing all proposed subcontractors, SBE and non-SBE) and an executed Intent to Perform as a SBE Subcontractor form for each SBE subcontractor listed on the Schedule C as part of the proposal or sealed bid. By submission of this offer, the offeror certifies that it will comply with the provisions of Exhibit D attached to this solicitation entitled "Small Business Enterprise Program" and will meet the goal as established in any ensuing contract.

9. TEXAS ETHICS COMMISSION CERTIFICATION

In accordance with Section 2252.908, Texas Government Code, upon request of the Authority, the selected contractor may be required to electronically submit a "Certificate of Interested Parties" with the Texas Ethics Commission in the form required by the Texas Ethics Commission, and furnish the Authority with the original signed and notarized document prior to the time the Authority signs the contract. The form can be found at www.ethics.state.tx.us. Questions regarding the form should be directed to the Texas Ethics Commission.

10. TEXAS LABOR CODE CERTIFICATION (CONSTRUCTION ONLY)

Contractor certifies that Contractor will provide workers' compensation insurance coverage on every employee of the Contractor employed on the Project. Contractor shall require that each Subcontractor employed on the Project provide workers' compensation insurance coverage on every employee of the Subcontractor employed on the Project and certify coverage to Contractor as required by Section 406.96 of the Texas Labor Code, and submit the Subcontractor's certificate to the Authority prior to the time the Subcontractor performs any work on the Project.

11. CERTIFICATION REGARDING ISRAEL

As applicable and in accordance with Section 2270.002 of the Texas Government Code, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.

12. CERTIFICATION REGARDING FOREIGN TERRORIST ORGANIZATIONS

Contractor certifies and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

13. CERTIFICATION OF PRIME CONTRACTOR PARTICIPATION

(a)   The Prime Contractor certifies that it shall perform no less than thirty percent (30%) of the work with his own organization. The on-site production of materials produced by other than the Prime Contractor's forces shall be considered as being subcontracted.

(b)   The organization of the specifications into divisions, sections, articles, and the arrangement and titles of the project drawings shall not control the Prime Contractor in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.

(c)   The offeror further certifies that no more than seventy percent (70%) of the work will be done by subcontractors.

14. SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND CERTIFICATIONS

(a)   These representations and certifications concern a material representation of fact upon which reliance will be placed in awarding a contract. If it is later determined that the offeror knowingly rendered an erroneous or false certification, in addition to all other remedies the Authority may have, the Authority may terminate the contract for default and/or recommend that the offeror be debarred or suspended from doing business with the Authority in the future.

(b)   The offeror shall provide immediate written notice to the Authority if, at any time prior to contract award, the offeror learns that the offeror's certification was, or a subsequent communication makes, the certification erroneous.

(c)   Offerors must set forth full, accurate and complete information as required by this solicitation (including this attachment). Failure of an offeror to do so may render the offer nonresponsive.

(d)   A false statement in any offer submitted to the Authority may be a criminal offense in violation of Section 37.10 of the Texas Penal Code.

(e)   I understand that a false statement on this certification may be grounds for rejection of this submittal or termination of the awarded contract.
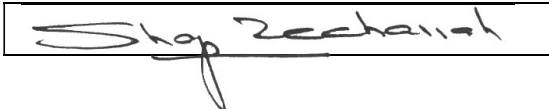
Name of Offeror:

| Applications Software Technolgy LLC |

Type/Print Name of Signatory:

| Shaji Zechariah |

Signature:

Date:

| 03/22/2021 |

Tab D.   Exhibit D SBE Forms

AST has provided all SBE required forms on the following pages.

EXHIBIT D
SMALL BUSINESS ENTERPRISE (SBE) PROGRAM
FOR LOCALLY FUNDED SOLICITATIONS

1.   PROGRAM BACKGROUND

The Small Business Enterprise (SBE) program is designed to work with the small business community to enhance SBE participation in locally funded procurements.   The intent of the SBE program is to provide full and fair opportunities for equal participation by all small businesses at the Authority.   The program provides specific thresholds to create opportunities, promote competitiveness, and assist SBEs in overcoming potential barriers to participating in contracting opportunities.

2.   DEFINITION

(a)   Capital Metro defines small business as any business whose annual gross income averaged over the past three (3) years does not exceed the Small Business Administration's (SBA) size standards as set forth in 13 C.F.R., Part 121. A size standard is the largest that a firm can be and still qualify as a small business.

(b)   Any Small Business that is certified as a Small Business Enterprise (SBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE) and Historically Underutilized Business (HUB) meeting the SBA size requirement will be accepted as meeting the Capital Metro SBE requirements

3.   SUBMISSION OF SBE FORMS

Offerors shall submit with their offer a completed Schedule C of Subcontractor Participation form (listing all proposed subcontractors,) and an executed Intent to Perform as a SBE Subcontractor form for each SBE subcontractor listed on the Schedule C. As required in Section 5 of this Exhibit, complete Good Faith Effort documentation (if necessary) must be submitted at this same time. The listing of a SBE by an Offeror shall constitute a representation by the Offeror to the Authority that it believes such SBE firm to be technically and financially qualified and available to perform the work. It shall also represent a commitment by the Offeror that if it is awarded the contract it will enter into a subcontract with such SBE for the work described and at the price set forth in both the Schedule C of Subcontractor Participation and the Intent to Perform as a SBE Subcontractor forms. If the price changes after the forms have been submitted but prior to award of the contract, the Offeror will immediately notify the Authority's Procurement Department of the changed amount and the reason(s) for the change. No substitutions of SBE firms may be effected without the Authority's prior written approval. If an offeror is a SBE and wishes to count its participation on the project towards the goal, it is required to perform that portion with its own work force.

4.   CREDIT TOWARDS GOALS

(a)   No credit toward meeting SBE goals will be allowed unless the SBE is determined to be eligible by the Capital Metro Office of Diversity. Offerors are strongly encouraged to contact the Authority's Office of Diversity well in advance of the date set for receipt of offers in order to enable review of the proposed SBEs eligibility to participate in the Authority's SBE Program. The dollar value of work performed under a contract with a firm after it has graduated from the SBE program cannot count toward a contract goal. Participation of a SBE subcontractor cannot count toward the prime contractor's SBE achievements until the amount being counted has been paid to the SBE.

(b)   Only expenditures to SBEs that perform a Commercially Useful Function may be counted towards goals. A SBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. If a SBE does not perform or exercise responsibility for at least thirty (30%) percent of the total cost of its contract with its own work force, or the SBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it is not

performing a commercially useful function.

(c)   The Contractor may count only the value of the work actually performed by the SBE toward SBE goals. Count the entire amount of that portion of a construction contract that is performed by a SBE's own forces. Include the cost of supplies and materials obtained by the SBE for the work of the contract, including supplies purchased or equipment leased by the SBE (except supplies and equipment the SBE subcontractor purchases or leases from the prime contractor or its affiliate). Count the entire amount of fees or commissions charged by a SBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, toward SBE goals, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services. When a SBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward SBE goals only if the SBE's subcontractor is itself a SBE. Work that a SBE subcontracts to a non-SBE firm does not count toward SBE goals.

(d)   The Contractor may credit towards the SBE goal only sixty (60%) percent of the total dollar cost for material and supplies purchased from SBEs that are regular dealers and not manufacturers. A regular dealer is an established firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

(e)   A Contractor may count toward its SBE goals the following expenditures to SBE firms that are not manufacturers or regular dealers.

(1)   The fees or commissions charged for bona fide services such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies required for performance of the contract, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(2)   The fees charges for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in, the materials and supplies.

(3)   The fees charged for providing any bonds or insurance specifically required for the performance of the contract.

(4)   The fees charged for assistance in the procurement of the materials and supplies provided that the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

5.   **DEMONSTRATION OF GOOD FAITH EFFORT**

(a)   If an Offeror does not meet the SBE goals, it shall nevertheless be eligible for award of the contract if it can demonstrate to the satisfaction of the Authority that it has made a good faith effort to meet the SBE goals. In evaluating an Offeror's good faith effort submission, the Authority will only consider those documented efforts that occurred prior to receipt of competitive sealed proposals (SOQ).

(1)   Possible subcontracting opportunities include, but are not limited to:

Industry	NAIC Code
Data Processing, Hosting, and Related Services	518210
Applications software programming services	541511
Computer Systems Design Services	541512

(2)   The SBE goal for this solicitation is **5%**.

(b)   In making a determination that the Offeror has made a good faith effort to meet the SBE goals, the Authority shall consider among other things it deems relevant, the criteria set forth below. Additionally, in determining whether a bidder has made good faith efforts, the Authority will take into account the performance of other bidders in meeting the contract goal. The Offeror shall furnish as part of its SBE utilization information provided under Section 5 such specific documentation concerning the steps it has taken to obtain SBE participation, with a consideration of, by way of illustration and not limitation the following:

(1)   Whether the Offeror solicited through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified SBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the SBEs to respond to the solicitation. The bidder must determine with certainty if the SBEs are interested by taking appropriate steps to follow up initial solicitations.

(2)   Whether the Offeror provided interested SBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(3)   Whether the Offeror negotiated in good faith with interested SBEs. It is the bidder's responsibility to make a portion of the work available to SBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SBE subcontractors and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for SBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a bidder's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable.

(4)   Whether the Offeror rejected SBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

(5)   Whether the Offeror made efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

(6)   Whether the Offeror made efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(c)   In determining whether an Offeror has demonstrated good faith, the Authority will look not only at the different kinds of efforts that the Offeror has made, but also the quantity and intensity of those efforts. Efforts that are mere pro forma are not good faith efforts to meet the goals (even if they are sincerely motivated) if, given all relevant circumstances, the Offeror's efforts could not reasonably be expected to produce a level of SBE participation sufficient to meet the goals.

6.   CERTIFICATION OF SBEs

(a)   The City of Austin will serve as the certifying agency for the Austin region, which includes the counties of Bastrop, Caldwell, Hays, Travis and Williamson County. All prospective SBEs must submit appropriate forms, available through the City of Austin Certification Department, to prove actual ownership and control by SBEs. All such firms shall cooperate in supplying additional information as requested by the City of Austin DSMBR Certification Department, which will determine the certification of eligible SBEs. Blank forms may be obtained by contacting

_____

the City of Austin Certification Department, 4201 Ed Bluestein Blvd., (512) 974-7645, fax: (512) 974-7609. Vendor may also contact Capital Metro at (512) 389-7512 to obtain information.

(b)   In the event the Authority determines that a firm identified by the Offeror as a potential SBE does not qualify as a SBE, the Offeror shall be informed and will be provided with an opportunity to substitute firms meeting the certifying agency's SBE eligibility criteria for the Authority's consideration.

(c)   Capital Metro will accept Small Business Certification from any government agency that certifies Small Business Enterprises.

(d)   Information concerning SBEs currently certified can be obtained by contacting the Office of Diversity Department at the address in subparagraph (a) above.   Offerors may access the SBE directory at http://www.austintexas.gov/department/certification.

(e)   Offerors are reminded that only SBEs may participate in Authority contracts in such capacities. If an offeror proposes using a SBE from another state, the firm must produce evidence that it is SBE certified in the state in which the business is headquartered.

7.   SBE MODIFICATION OR SUBSTITUTION

In the event that an Offeror wishes to modify its Schedule C of Subcontractor Participation after its offer is submitted and/or a contract awarded, the Offeror/Contractor must notify the Authority in writing and request approval of the modification. This will include any changes to items of work, material, services or SBE firms which differ from those identified on the Schedule C of Subcontractor Participation on file. The Offeror/Contractor must cooperate in supplying the Authority with additional information with respect to the requested modification. If the modification involves a substitution and if it is approved by the Authority, the Offeror/Contractor must make every good faith effort to replace the SBE with another SBE. In the event that the Offeror/Contractor is unable to contract with another SBE firm, such good faith efforts must be documented to the Office of Diversity Department. The substitute SBE firm must be certified by the Authority in order for the Offeror/Contractor to receive credit towards fulfilling its SBE participation goals for the contract.

8.   PAYMENT DOCUMENTATION

Concurrently with the submission of the invoice or each request for a progress payment under this contract, the Contractor shall provide on the Vendor Payment Report Form a breakdown of the amounts paid to date to SBEs identified by the Contractor to participate on this contract. As provided elsewhere in this contract, the Authority may withhold all or part of any progress payment otherwise due the Contractor if the Contractor fails to submit the Vendor Payment Report Form and make prompt payment to its subcontractors, suppliers and laborers.

9.   SANCTIONS FOR NONCOMPLIANCE WITH THE AUTHORITY'S SBE PROGRAM PROVISIONS

Failure of the Contractor to carry out the Authority's SBE Program provision shall constitute a breach of contract and may result in termination of the contract for default or such remedy as the Authority may deem appropriate. The willful making of false statements or providing incorrect information will be referred for appropriate legal action.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

REQUIRED SUBMITTAL IF SUBCONTRACTORS ARE UTILIZED
CAPITAL METRO
Schedule C, Subcontractor Participation (Local Funds)

Instructions: The Offeror shall complete this form by listing 1) Names of all proposed subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Age of the firm, 5) Number of employees, 6) % or $ amount of Total Contract.

NOTE: AS DEFINED BY THE SMALL BUSINESS ADMINSTRATION; A SMALL BUSINESS IS ANY BUSINESS WHOSE ANNUAL GROSS INCOME AVERAGED OVER THE PAST THREE (3) YEARS DOES NOT EXCEED THE SMALL BUSINESS ADMINISTRATION'S (SBA) SIZE STANDARDS AS SET FORTH IN 13 C.F.R., PART 121.

Size Standards for principal NAICS Sectors: Construction General building and heavy construction contractors: $33.5 million Special trade construction contractors: $14 million Land subdivision: $7 million Dredging: $20 million **Services** Most common: $7 million Computer programming, data processing and systems design: $25.5 million The highest annual-receipts size standard in any service industry: $35.5 million **Manufacturing** About 75 percent of the manufacturing industries: 500 employees A small number of industries: 1,500 employees The balance: either 750 or 1,000 employees **All Other Types of Small Business** Less than 500 employees or three years of gross receipts under $10 Million.

Name of Prime Contractor (Offeror): Applications Software Technology LLC

Project Name: ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

RFP 306897

1) Name of Subcontractor	2) Address, Telephone # of Sub Firm (Including name of contact person)	3) Description of Work, Services Provided. Where applicable, specify "supply" or "In-stall" or both.	4) SBE or non-SBE	5) Age of Firm	6) Number of employees	7) Sub % or $ amount of Total Contract
Soal Technologies LLC	8870 Business Park Drive, Suite 200 Austin, TX 78759					5%

This form must be completed as instructed above and include every subcontractor proposed on this project.

The undersigned will enter into a formal agreement with Subcontractors for work listed in this form upon execution of a contract with Capital Metro.

_____   3/8/2021
Signature of Authorized Representative of Offeror   **Date Signed**

RFP 306897   (12/7/2018)   Page 5 of 6   Exhibit D

REQUIRED SUBMITTAL

CAPITAL METRO
(Local) Intent to Perform as a SBE Contractor/SBE Subcontractor
RFP 306897

1. TO: (name of Offeror/Prime Contractor) _Applications Software Technology LLC_

2. The undersigned is either currently certified as a SBE or will be at the time this solicitation is due.

The undersigned is prepared to perform the following described work with their own workforce and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both) _To Be Determined upon award_

and at the following price $ _____ and/or __5__ % of the total contract amount (should be the same $ or % found on Schedule C).

With respect to the proposed subcontract described above, the undersigned SBE anticipates that __5__ % of the dollar value of this subcontract will be sublet and/or awarded to other contractors. Any and all subcontractors that a SBE subcontractor uses must be listed in Schedule C and must also be SBE certified. (The SBE subcontractor should complete this section only if the SBE is subcontracting any portion of its subcontract.)

Soal Technologies LLC	
(Name of SBE Firm)	
	_512-270-6706_
(Signature of Authorized Representative)	(Phone Number)
	_3/8/2021_
	(Date Signed)
Applications Software Technology LLC	
(Name of Offeror/Prime Contractor)	
	_214-459-6291_
(Signature of Authorized Representative)	(Phone Number)
	_03/22/2021_
	(Date Signed)

_____

EXHIBIT E - REVISED-1
CONTRACTUAL TERMS AND CONDITIONS
(SERVICES CONTRACT)

_____

1.   DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

(a)   "Applicable Anti-Corruption and Bribery Laws" means international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the Contractor's provision of goods and/or services to Authority, including without limitation "FCPA" or any applicable laws and regulations, including in the jurisdiction in which the Contractor operates and/or manufactures goods for the Authority, relating to anti-corruption and bribery.

(b)   "Authority", "Capital Metro", "Cap Metro", "CMTA" means Capital Metropolitan Transportation Authority.

(c)   "Change Order" means a written order to the Contractor signed by the Parties, issued after execution of the Contract, authorizing a change in the term or scope of the Contract.

(d)   "Contract" or "Contract Documents" means this written agreement between the parties comprised of all the documents listed in the Table of Contents, Change Orders and/or Contract Modifications that may be entered into by the parties.

(e)   "Contract Award Date" means the date of the Contract award notice, which may take the form of a purchase order, signed Contract or Notice of Award, issued by the Authority.

(f)   "Contract Modification" means any changes in the terms or provisions of the Contract which are reduced to writing and fully executed by both parties.

(g)   "Contract Sum" means the total compensation payable to the Contractor for performing the Services as originally contracted for or as subsequently adjusted by Contract Modification.

(h)   "Contract Term" means period of performance set forth in the paragraph entitled "Term" contained in **Exhibit E - Revised-1**.

(i)   "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and finding on behalf of the Authority. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(j)   "Contractor" means the entity that has assumed the legal obligation to perform the Services as identified in the Contract.

(k)   "Days" means calendar days. In computing any period of time established under this Contract, the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal or State of Texas holiday, in which event the period shall run to the end of the next business day.

(l)   "FAR" means the Federal Acquisition Regulations codified in 48 C.F.R. Title 48.

(m)   "FCPA" means the United States Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, et seq., as amended.

(n)   "Force Majeure Event" means strikes, lockouts, or other industrial disputes; explosions, epidemics, civil disturbances, acts of domestic or foreign terrorism, wars within the continental United States, riots or insurrections; embargos, natural disasters, including but not limited to landslides, earthquakes, floods or washouts; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and present or future orders of any regulatory body having proper jurisdiction.

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(o)   "FTA" means the Federal Transit Administration.

(p)   "Fully Burdened Hourly Labor Rate" means an hourly rate that includes all salary, overhead costs, general and administrative expenses, and profit.

(q)   "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights, and any derivative works thereto; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

(r)   "Manufacturing Materials" mean any completed or partially completed supplies and materials, parts, dies, jigs, fixtures, plans, drawings, information, and contract rights specifically produced or specially acquired by the Contractor for the performance of the Contract.

(s)   "Notice of Award" means formal notice of award of the Contract to the Contractor issued by the Contracting Officer.

(t)   "Notice to Proceed" means written authorization for the Contractor to start the Services.

(u)   "Project Manager" means the designated individual to act on behalf of the Authority, to monitor and certify the technical progress of the Contractor's Services under the terms of this Contract.

(v)   "Proposal" means the offer of the proposer, submitted on the prescribed form, stating prices for performing the work described in the Scope of Services.

(w)   "Services" means the services to be performed by the Contractor under this Contract, and includes services performed, workmanship, and supplies furnished or utilized in the performance of the Services.

(x)   "Subcontract" means the Contract between the Contractor and its Subcontractors.

(y)   "Subcontractor" means subcontractors of any tier.

(z)   "Works" means any tangible or intangible items or things that have been or will be specifically, generated, prepared, created, or developed by the Contractor (or such third parties as the Contractor may be permitted to engage) at any time following the effective date of the Contract, for the exclusive use of, and ownership by, Authority under the Contract, including but not limited to any (i) works of authorship (such as literary works, musical works, dramatic works, choreographic works, pictorial, graphic and sculptural works, motion pictures and other audiovisual works, sound recordings and architectural works, which includes but is not limited to manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer software, scripts, object code, source code or other programming code, HTML code, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, and (vi) all documentation and materials related to any of the foregoing.

2.   **FIXED PRICE CONTRACT**

This is a fixed price Contract for the Services specified and stated elsewhere in the Contract.

_____

_____

3. TERM

The term of the Contract shall be two (2) years from the Contract notice to proceed. No Services shall be performed under this Contract prior to issuance of a Notice to Proceed.

4. OPTION TO EXTEND CONTRACT TERM

The Authority shall have the unilateral right and option to extend the Contract for up to three (3) option periods for a twelve (12) month duration each at the option prices set forth in Exhibit A - Pricing Schedule upon written notice to the Contractor.

5. ADDITIONAL OPTION TO EXTEND CONTRACT PERFORMANCE

If the options granted in Paragraph 4 have been exercised in their entirety, the Authority shall have the unilateral right and option to require continued performance of any services within the limits and rates specified in the Contract. This option may be exercised more than once, but the extension of performance hereunder shall not exceed a total of 6 months. The Authority may exercise the option by written notice to the Contractor.

6. INVOICING AND PAYMENT

(a)   Invoices may be submitted once per month for work completed and accepted by the Authority, and marked "Original" to:

> Accounts Payable
> Capital Metropolitan Transportation Authority
> P.O. Box 6308
> Austin, Texas 78762-6308
>
> Or via e-mail to: ap_invoices@capmetro.org

and shall conform to policies or regulations adopted from time to time by the Authority. Invoices shall be legible and shall contain, as a minimum, the following information:

> (1)   the Contract and order number (if any);
>
> (2)   a complete itemization of all costs including quantities ordered and delivery order numbers (if any);
>
> (3)   any discounts offered to the Authority under the terms of the Contract;
>
> (4)   evidence of the acceptance of the supplies or Services by the Authority; and
>
> (5)   any other information necessary to demonstrate entitlement to payment under the terms of the Contract.

(b)   All undisputed invoices shall be paid within the time period allowed by law through the Texas Prompt Payment Act, Tex. Gov't Code § 2251.021(b).

(c)   The Contractor shall be responsible for all costs/expenses not otherwise specified in this Contract, including by way of example, all costs of equipment provided by the Contractor or Subcontractor(s), all fees, fines, licenses, bonds, or taxes required or imposed against the Contractor and Subcontractor(s), travel related expenses, and all other Contractor's costs of doing business.

(d)   In the event an overpayment is made to the Contractor under this Contract or the Authority discovers that the Authority has paid any invoices or charges not authorized under this Contract, the Authority may offset the amount of such overpayment or unauthorized charges against any indebtedness owed by the Authority to the Contractor, whether arising under this Contract or otherwise, including withholding payment of an invoice, in whole or in part, or the Authority may deduct such amounts from future invoices. If an overpayment is made to the Contractor under this Contract which cannot be offset under this Contract, the Contractor shall remit the full overpayment amount to the Authority within thirty (30) calendar days of the date of the written notice of such overpayment or such other period as the Authority may agree. The Authority reserves the right to withhold payment of an invoice, in whole or in part, or deduct the overpayment from future invoices to recoup the overpayment.

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(e)   The Authority will reimburse actual travel expenses up to the not to exceed amount provided detailed travel expense records are provided with copies of receipts. The Authority will not pay travel expenses for local travel within the Austin metropolitan area, and all air fare cannot be reimbursed at a rate higher than coach fare. Fair and reasonable car rental rates are deemed to be $50 per day. Any travel conducted pursuant to this Contract shall not be billed in excess of the maximum per diem rates for lodging and meals as established by the U.S. General Services Administration. First and Last Day of travel is limited to seventy-five percent (75%) of meals and incidental expenses. Please see GSA Domestic Per Diem Rates at http://www.gsa.gov/portal/category/100120.

7.   PERFORMANCE BOND

(a)   If the contract amount exceeds $100,000.00, the Contractor shall provide a Performance Bond for the imple-mentation services described in Exhibit F-1 (the "Implementation Service") in an amount equal to twenty percent (20%) of the Implementation Service amount and shall terminate at the completion of the Implementation Services as stated in Exhibit F-1 *Description of Scope of Implementation Services*. The Contractor shall be required to submit the required bond to the Contracting Officer within ten (10) days from the date of Contract Award Date. The surety company providing the bond must be listed in the latest United States Treasury Department Circular 570, be author-ized to do business in Texas and have an underwriting limitation equal to or greater than the penal sum of the bond. If any surety upon any bond furnished in connection with the Contract becomes insolvent, or otherwise not authorized to do business in the State, the Contractor shall promptly furnish equivalent security to protect the interest of the Authority and of persons supplying labor, materials and/or equipment in the prosecution of the Work.

(b)   The bond shall be accompanied by a valid Power-of-Attorney, issued by the surety company and attached, signed and sealed, with the corporate embossed seal, to the bond, authorizing the agent who signs the bond to commit the surety company to the terms of the bond, and stating on the face of the Power-of-Attorney the limit, if any, in the total amount for which he/she is empowered to issue a single bond.

(c)   A surety bond rider increasing the dollar amount of any payment and performance bond will be required for any Change Order that increases the contract amount.

(d)   In addition, the Authority may request a surety bond increasing the dollar amount if:

(1)   any surety upon any bond furnished with this Contract becomes unacceptable to the Authority; or

(2)   any surety fails to furnish reports on its financial condition as required by the Authority.

8.   PAYMENT MILESTONES

Payment for each of the project deliverables will be paid, subject to the Authority's acceptance in accordance with this Contract and the retainage provisions per the payment schedule in Exhibit A-2 - Payment Schedule.

9.   PERFORMANCE DEFICIENCY CREDITS

This section is intentionally deleted.

10.   INSURANCE

(a)   The Contractor shall furnish proof of Capital Metro-stipulated insurance requirements specified below. All in-surance policies shall be primary and non-contributing with any other valid and collectible insurance or self-insurance available to the Authority and shall contain a contract waiver of subrogation in favor of the Authority. The Contractor shall furnish to the Authority certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies. Prior to the expiration of a certificate of insurance, a new certificate of insurance shall be furnished to the Authority showing continued coverage. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation or non-renewal to the Authority and the Authority shall be named as an Additional Insured under each policy except Professional Liability insurance if required by this Contract. All insurance policies shall be written by reputable insurance company or companies acceptable to the Authority with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas. The Contractor shall notify the Authority in writing of any

material alteration of such policies, including any change in the retroactive date in any "claims-made" policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto. The below requirements only represent the minimum coverage acceptable to the Authority and these requirements are not intended to represent the maximum risk or the maximum liability of the Contractor. The Contractor shall be responsible for setting its own insurance requirements, if any, for the kind and amounts of insurance to be carried by its Subcontractors in excess of the insurance required by the Authority.

The Contractor shall carry and pay the premiums for insurance of the types and in the amounts stated below.

CAPITAL METRO MINIMUM COVERAGE REQUIREMENTS

     (1)   **Comprehensive General Liability Insurance Coverage** with limits of not less than One Million Dollars and No/100 Dollars ($1,000,000) with an aggregate of Two Million Dollars and No/100 Dollars ($2,000,000) with coverage that includes:

          (i)   Products and Completed Operations Liability

          (ii)   Independent Contractors

          (iii)   Personal Injury Liability extended to claims arising from employees of the Contractor and the Authority.

          (iv)   Contractual Liability pertaining to the liabilities assumed in the agreement.

     (2)   **Automobile Liability Insurance** covering all owned, hired and non-owned automobiles used in connection with work with limits not less than One Million and No/100 Dollars ($1,000,000) Combined Single Limit of Liability for Bodily Injury and Property Damage.

     (3)   **Statutory Workers' Compensation** coverage in the State of Texas. Employers Liability Insurance with minimum limits of liability of One Million Dollars and No/100 Dollars ($1,000,000).

     (4)   **Technology Errors & Omissions Insurance**: Combined Technology & Omissions Policy with a minimum One Million and No/100 Dollars ($1,000,000) claim limit, including (a) Professional Liability Insurance covering negligent acts, errors and omissions arising from the Contractor's work to pay damages for which the Contractor may become legally obligated (such coverage to be maintained for at least two (2) years after termination of this contract, which obligation shall expressly survive termination of this contract; and (b) Privacy, Security and Media Liability Insurance providing liability for unauthorized access or disclosure, security breaches or system attacks, as well as infringement of copyright and trademark that might result from this contract.

     (5)   **Cyber Liability Insurance** with a minimum One Million and No/100 Dollars ($1,000,000).

     (6)   All policies shall include coverage for **Terrorism**.

(b)   The Contractor, and all of its insurers shall, in regard to the above stated insurance, agree to waive all rights of recovery or subrogation against the Authority, its directors, officers, employees, agents, successors and assigns, and the Authority's insurance companies arising out of any claims for injury(ies) or damages resulting from the Services performed by or on behalf of the Contractor under this Contract and/or use of any Authority premises or equipment under this Contract.

(c)   Each insurance policy shall contain the following endorsements: PRIMARY AND NON-CONTIBUTORY INSURANCE and WAIVER OF TRANFER OF RIGHTS OF RECOVERY AGAINST OTHERS, which shall be evidenced on the Certificate of Insurance. The General Liability insurance shall include contractual endorsement(s) which acknowledge all indemnification requirements under the Agreement. All required endorsements shall be evidenced on the Certificate of Insurance, which shall be evidenced on the Certificate of Insurance. Proof that insurance coverage exists shall be furnished to the Authority by way of a Certificate of Insurance before any part of the Contract work is started.

(d)   If any insurance coverage required to be provided by the Contractor is canceled, terminated, or modified so that the required insurance coverages are no longer in full force and effect, the Authority may terminate this Contract or obtain insurance coverages equal to the required coverage, the full cost of which will be the responsibility of the Contractor and shall be deducted from any payment due the Contractor.

(e)   If any part of the Contract is sublet, the Contractor shall be liable for its Subcontractor's insurance coverages of the types and in the amounts stated above and shall furnish the Authority with copies of such Certificates of Insurance. No delay in the Services caused by the Contractor's enforcement of its Subcontractor's insurance requirements shall be excusable delay in the Contract. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an ADDITIONAL INSURED on the Contractor's policies.

(f)   All insurance required to be maintained or provided by the Contractor shall be with companies and through policies approved by The Authority. The Authority reserves the right to inspect in person, prior to the commencement of the Services, all of the Contractor's insurance policy required under this Contract.

(g)   The Contractor must furnish proof of the required insurance within five (5) days of the award of the Contract. Certificate of Insurance must indicate the Contract number and description. The insurance certificate should be furnished to the attention of the Contracting Officer.

(h)   The Contractor and its lower tier Subcontractors are required to cooperate with the Authority and report all potential claims (workers' compensation, general liability and automobile liability) pertaining to this Contract to the Authority's Risk Management Department at (512) 389-7549 within two (2) days of the incident.

11.   PERFORMANCE OF SERVICES BY THE CONTRACTOR

Except as otherwise provided herein, the Contractor shall perform no less than thirty percent (30%) of the Services with its own organization. If, during the progress of Services hereunder, the Contractor requests a reduction in such performance percentage and the Authority determines that it would be to the Authority's advantage, the percentage of the Services required to be performed by the Contractor may be reduced; provided, written approval of such reduction is obtained by the Contractor from the Authority.

12.   REMOVAL OF ASSIGNED PERSONNEL

The Authority may require, in writing, that the Contractor remove from the Services any employee or Subcontractor of the Contractor that the Authority deems inappropriate for the assignment.

13.   REPRESENTATIONS AND WARRANTIES

If any material breach of the representations and warranties attributed to the Services portion of the Contract are reported in writing by the Authority to the Contractor within sixty (60) days ("Warranty Period") after the start of the production use of a specific application module ("Go-Live"), the Contractor shall cause the nonconforming or inadequate work to be properly performed at the Contractor's sole expense. It should be expressly noted that this Services warranty does not overlap or apply to the subscription or other services provided by Third Party SaaS Provider(s) including Oracle Corporation and Core BT corporation. Notwithstanding the foregoing, Contractor shall not be responsible for the remedial actions under this warranty to the extent the failure to meet the warranty is caused or related to modifications to the Services or environment by the Authority or anyone other than the Contractor or Contractor's Subcontractor. Furthermore, if Contractor reperforms Services that are later discovered to be attributed to, caused by or related to modifications to the Services or environment by the Authority or anyone other than the Contractor or Contractor's Subcontractor the Authority agrees to reimburse Contractor for costs incurred for the remedial measures.

14.   INDEPENDENT CONTRACTOR

The Contractor's relationship to the Authority in the performance of this Contract is that of an independent contractor. The personnel performing Services under this Contract shall at all times be under the Contractor's exclusive direction and control and shall be employees of the Contractor and not employees of the Authority. The Contractor shall be

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fully liable for all acts and omissions of its employees, Subcontractors, and their suppliers and shall be specifically responsible for sufficient supervision and inspection to assure compliance in every respect with Contract requirements. There shall be no contractual relationship between any Subcontractor or supplier of the Contractor and the Authority by virtue of this Contract. The Contractor shall pay wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as Social Security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

15. COMPOSITION OF CONTRACTOR

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

16. SUBCONTRACTORS AND OUTSIDE CONSULTANTS

Any Subcontractors and outside associates or consultants required by the Contractor in connection with the Services covered by the Contract will be limited to such individuals or firms as were specifically identified and agreed to by the Authority in connection with the award of this Contract. Any substitution in such Subcontractors, associates, or consultants will be subject to the prior approval of the Authority.

17. EQUITABLE ADJUSTMENTS

(a)   Any requests for equitable adjustments under any provision shall be governed by the following provisions:

        (1)   Upon written request, the Contractor shall submit a proposal, in accordance with the requirements and limitations set forth in this paragraph, for Services involving contemplated changes covered by the request. The proposal shall be submitted within the time limit indicated in the request for any extension of such time limit as may be subsequently granted. The Contractor's written statement of the monetary extent of a claim for equitable adjustment shall be submitted in the following form:

                (i)   Proposals totaling $5,000 or less shall be submitted in the form of a lump sum proposal with supporting information to clearly relate elements of cost with specific items of Services involved to the satisfaction of the Contracting Officer, or his/her authorized representative.

                (ii)   For proposals in excess of $5,000, the claim for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the Contract.

(b)   No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.

18. PERSONNEL ASSIGNMENTS

(a)   The Contractor shall perform the Services in an orderly and workmanlike manner, and shall utilize persons skilled and qualified for the performance of the Services. The Authority will have the right to review the experience of each person assigned to perform the Services and approve personnel assignments, including those to be performed by Subcontractors,

(b)   The Contractor certifies that the Contractor, and each Subcontractor, have established a criminal history background policy that complies with guidance issued by the U.S. Equal Employment Opportunity Commission and that the Contractor and each Subcontractor conducts criminal history checks on its assigned personnel in accordance with such policy to identify, hire and assign personnel to work on this Contract whose criminal backgrounds are appropriate for the Services being performed, considering the risk and liability to the Contractor and the Authority. The Authority reserves the right to require the Contractor and any Subcontractor to disclose any criminal or military criminal convictions of assigned personnel and the right to disapprove the use of assigned personnel with criminal or military convictions.

(c)   At the commencement of the Contract, the Contractor shall provide a list of candidates to be used to provide the Services and shall certify that a criminal history background check has been completed on each candidate within

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the preceding 6-month period Thereafter during the Term, the Contractor shall submit quarterly report containing a list of all persons (including Subcontractors) assigned to perform Services under the Contract and a certification that each named person has undergone a criminal background check as required by this Contract.   The Authority shall have the right to audit the Contractor's records for compliance with the provisions of this Section. Criminal background checks shall include the following:

(1)   State Criminal History: The Contractor shall research criminal history, including driving records (where applicable), covering all jurisdictions within the state, including local counties and municipalities.

(2)   Out of State Criminal History: The Contractor shall research criminal history, including state driving records (where applicable), for all 50 states.

(3)   National Sex Offender Registry

(4)   Military Discharge: For any candidates that have served in the military, the Contractor shall review the DD Form 214 "Certificate of Release or Discharge from Active Duty" (Long Form).

*Matters identified on the Long Form as military discipline will be considered in accordance with the corresponding crime listed below with respect to classification, severity and time elapsed.

The Contractor shall disclose to the Authority the type of arrests with pending dispositions and convictions for crimes according to the classification of offense and the timetable below:

Offense Type	Action Required
Crimes Against the Person (other than sex crimes)	
Felony	Submit to Capital Metro for review if less than 10 years from date of **release from confinement**
Class A or B Misdemeanor	Submit to Capital Metro for review if less than 7 years from date of **conviction**
Class C Misdemeanor	Submit to Capital Metro for review if less than 5 years from date of **conviction**
Crimes Against the Person - Sex Crimes/Registered Sex Offenders	
ALL	Submit to Capital Metro for review
Crimes Against Property	
Felony	Submit to Capital Metro for review if less than 10 years from date of **release from confinement**
Moral Crimes, including, but not limited to: Drug Crimes, Prostitution, Bigamy, Illegal Gambling, Child Pornography	
Felony	Submit to Capital Metro for review if less than 10 years from date of **release from confinement**
Class A or B Misdemeanor	Submit to Capital Metro for review if less than 7 years from date of **conviction**
Class C Misdemeanor	Submit to Capital Metro for review if less than 5 years from date of **conviction**
Driving Offenses	
Class A or B Misdemeanor, DWI/DUI or other "serious driving offense"	Disqualified if less than 7 years from date of conviction or deferred adjudication. Submit to Capital Metro for review if between 7-10 years since conviction or deferred adjudication or more than 2 convictions in a lifetime
Class C Misdemeanor Moving Violations	Disqualified from driving if more than 2 moving violations in the past 5 years (Any more than one driving safety course taken for a moving violation that appears on a five (5) year record will be treated as a moving violation and will count against the employee)

The Contractor may not assign an employee to provide Services if the employee has any conviction in the applicable categories listed above, unless an exception is granted by the Authority in accordance with subparagraph (d).

(d)   The Contractor may request the Authority perform an individual assessment of a candidate with a criminal conviction meeting one of the above categories. In conducting an individual assessment, the Authority's review will include, but not be limited to, the following factors:

(1)   The nature and gravity of the offense or conduct;

(2)   The degree of harm caused by the offense or conduct;

(3)   The time that has elapsed since the conviction or completion of probation or jail time;

(4)   The nature of the job sought, including the job duties, environment and level of supervision;

(5)   Any incorrect criminal history;

(6)   Wrongful identification of the person;

(7)   The facts and circumstances surrounding the offense or conduct;

(8)   The number of offenses for which the candidate was convicted;

(9)   The subsequent conviction for another relevant offense;

(10)   The age of the person at the time of conviction or completion of probation or jail time;

(11)   Evidence that the person performed the same type of work, post-conviction, with the same or different employer, with no known incidents of criminal conduct;

(12)   The length and consistency of employment history before and after the conviction in a similar field as the current position sought;

(13)   Rehabilitation efforts, e.g., education, treatment, training;

(14)   Employment or character references and any other information regarding fitness for the particular position;

(15)   Whether the person is bonded or licensed under any federal, state or local program or any licensing authority;

(16)   The person's statement of the circumstances surrounding the offense and conviction and relevant factors is consistent with publicly available record related to the crime and conviction; and

(17)   Any other factors deemed relevant in the consideration of a particular assessment.

At the time a request is made for an individual assessment, the Contractor must include the following documentation:

- the candidate's application/resume;

- a copy of the criminal conviction history, including those tried in a military tribunal;

- available court information related to the conviction;

- any publicly available information related to the offense and conviction;

- a statement from the candidate addressing any/all factors set forth above and explaining why the person is qualified for the assignment notwithstanding the conviction; and

- a statement from the candidate explaining why the person is an acceptable risk for the work to be performed by the candidate.

The Authority will provide a written decision to the Contractor within five (5) working days of receipt of all required documentation from the Contractor.

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(e)   The Contractor will conduct new criminal history background checks on all assigned personnel every two (2) years during the Contract to ensure the preceding criterion are still met by the assigned personnel and notify the Authority if an employee has a subsequent arrest with pending disposition or conviction (or change in driving record, as applicable) that requires further review by the Authority using the criterion set forth above. The Authority reserves the right to request that the assigned individual be removed from performing work under this Contract.

19.   BADGES AND ACCESS CONTROL DEVICES

(a)   The Contractor and each of the Contractor's employees, as well as each Subcontractor of any tier and any workers working on behalf of Subcontractor, shall be required to wear a Capital Metro Contractor Photo Identification Badge ("badge") at all times while on the Authority's premises. The badge will be provided by Capital Metro. If any badge holder loses or misplaces his or her badge, the Contractor shall immediately notify the Project Manager upon discovery. The Contractor will be charged a $50.00 replacement fee for each lost or misplaced badge, which fee shall be deducted any amounts due and owing to the Contractor or if the Contract is terminated upon demand by the Authority. The Contractor shall return all badges provided when any badge holder is no longer working on the Contract, and all badges shall be returned upon completion of the Contract. In the event the Contractor fails to do so, the Contractor will pay a $50.00 per badge fee deducted from any amounts due and owing to the Contractor or if the Contract is terminated upon demand by the Authority. All badges should be returned to the Project Manager. All requests for new and replacement badges must be submitted in writing to the Project Manager. The misuse of a badge may result in termination of the Contract.

(b)   Access Control Devices will be issued to employees of the Contractor and to each Subcontractor of any tier and any worker working on behalf of Subcontractor as necessary to perform the Contract. Access Control Devices are not transferable between the Contractor employees or workers working on behalf of the Subcontractor. The Contractor employees and workers on behalf of the Subcontractor are prohibited from loaning Access Control Devices or providing access to an unauthorized person into restricted areas without prior arrangements with the Project Manager. All requests for new and replacement Access Control Devices must be submitted in writing to the Project Manager. Lost Access Control Devices must be reported to the Project Manager immediately upon discovery. All Access Control Devices should be returned to the Project Manager. The misuse of an Access Control Device(s) may result in termination of the Contract. The Contractor shall return all Access Control Devices once an assigned employee or worker is no longer working on the Contract or upon termination of the Contract. In the event the Contractor fails to do so, then the Contractor shall be responsible for the replacement cost of an Access Control Device which shall be deducted from any amounts due and owing to the Contractor or payable on demand if the Contract has terminated. The replacement cost will be calculated at current market value to include labor and materials.

(c)   The provisions of this paragraph survive termination of the Contract.

20.   CHANGES

(a)   The Authority may, at any time, by written order, make changes within the general scope of the Contract in the Services to be performed. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any Services under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this paragraph must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change unless the Contracting Officer grants a further period of time before the date of final payment under the Contract.

(b)   No Services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Authority.

(c)   Any other written order (which, as used in this paragraph (c), includes direction, instruction, interpretation, or determination) that causes a change in the Contractor's obligations shall be treated as a Change Order under this paragraph; provided that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a Change Order.

(d)   Except as provided in this paragraph, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this paragraph or entitle the Contractor to an equitable adjustment.

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(e)   If any change under this paragraph causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Services under this Contract, whether or not changed by any such order, the Contracting Officer may make an equitable adjustment and modify the Contract in writing in accordance with the provisions in paragraph entitled "Equitable Adjustments" contained in <mark>Exhibit E - Revised-1</mark>.

21.   TERMINATION FOR DEFAULT

(a)   The Authority may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in either one of the following circumstances:

        (1)   if the Contractor fails to perform the Services within the time specified herein or any extension thereof and such failure is due to circumstances within Contractor's or Contractor's subcontractor's control; or

        (2)   if the Contractor fails to perform any of the other provisions of this Contract and does not cure such failure within a period of ten (10) days (or such longer period as the Authority may authorize in writing) after receipt of notice from the Authority specifying such failure.

(b)   In the event the Authority terminates this Contract in whole or in part as provided in subparagraph (a) of this paragraph, the Authority may procure, upon such terms and in such manner as the Authority may deem appropriate supplies or services similar to those so terminated, and the Contractor shall be liable to the Authority for any costs for such similar supplies or services up to the fees the Authority would have paid the Contractor for the Services being terminated; provided, that the Contractor shall continue the performance of this Contract to the extent, if any, it has not been terminated under the provisions of this subparagraph.

(c)   Except with respect to the defaults of Subcontractors, the Contractor shall not be liable for any costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to Force Majeure Events; provided, however, in every case the failure must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor and if such default arises out of causes beyond the control of both the Contractor and Subcontractor and without the fault or negligence of either of them, the Contractor shall not be liable for any costs for failure to perform, unless the supplies or Services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d)   If this Contract is terminated as provided in subparagraph (a), the Authority, in addition to any other rights provided in this subparagraph, may require the Contractor to transfer title and deliver to the Authority in the manner and to the extent directed by the Authority any Manufacturing Materials as the Contractor has specifically produced or specifically acquired for the performance of such part of this Contract as has been terminated; and the Contractor shall, upon direction of the Authority, protect and preserve property in possession of the Contractor in which the Authority has an interest. Payment for completed Manufacturing Materials delivered to and accepted by the Authority shall be at the Contract price. The Authority may withhold from amounts otherwise due the Contractor for such completed Manufacturing Materials such sum as the Authority determines to be necessary to protect the Authority against loss because of outstanding liens or claims of former lien holders.

(e)   If, after notice of termination of this Contract under the provisions of this paragraph, it is determined by the Authority that the Contractor was not in default or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be those provided in the paragraph entitled "Termination for Convenience" contained in this <mark>Exhibit E - Revised-1</mark>.

(f)   The rights and remedies of the Authority provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

22.   TERMINATION FOR CONVENIENCE

(a)   The Authority may, whenever the interests of the Authority so require, terminate this Contract, in whole or in part, for the convenience of the Authority. The Authority shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.

(b)   The Contractor shall incur no further obligations in connection with the terminated orders, and, on the date set forth in the notice of termination, the Contractor will stop providing Services to the extent specified. The Contractor also shall terminate outstanding orders and subcontracts as they relate to the terminated order. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated orders. The Authority may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or Subcontracts to the Authority. The Contractor must still complete any orders not terminated by the notice of termination and may incur such obligations as are necessary to do so.

(c)   The Authority may require the Contractor to transfer title and deliver to the Authority in the manner and to the extent directed by the Authority: (1) any completed supplies; and (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights (hereinafter called "Manufacturing Materials") as the Contractor has specifically produced or specially acquired for the performance of the terminated part of this Contract. The Contractor shall, upon direction of the Authority, protect and preserve property in the possession of the Contractor in which the Authority has an interest. If the Authority does not exercise this right, the Contractor shall use its best efforts to sell such supplies and Manufacturing Materials.

(d)   The Authority shall pay the Contractor the following amounts:

(1)   Contract prices for supplies accepted under the Contract;

(2)   costs incurred in preparing to perform and performing the terminated portion of the Services plus a fair and reasonable profit on such portion of the Services (such profit shall not include anticipatory profit or consequential damages), less amounts paid or to be paid for accepted supplies; provided, however, that if it appears that the Contractor would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

(3)   costs of settling and paying claims arising out of the termination of subcontracts (these costs must not include costs paid in accordance with subparagraph (2) of this paragraph); and

(4)   the reasonable settlement costs of the Contractor and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract.

(5)   The total sum to be paid the Contractor under this paragraph shall not exceed the total Contract Sum plus the reasonable settlement costs of the Contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and Manufacturing Materials under this paragraph, and the contract price of orders not terminated.

23.   CONTRACTOR CERTIFICATION

The Contractor certifies that the fees in this Contract have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

24.   INTELLECTUAL; DATA PRIVACY PROPERTY PROVISIONS

(a)   As between the Contractor and the Authority, the Works and Intellectual Property Rights therein are and shall be owned exclusively by Capital Metro, and not the Contractor. The Contractor specifically agrees that all Works shall be considered "works made for hire" and that the Works shall, upon creation, be owned exclusively by the Authority. To the extent that the Works, under applicable law, may not be considered works made for hire, the Contractor hereby effectively transfers, grants, conveys, assigns, and relinquishes exclusively to the Authority all right, title and interest in and to all worldwide ownership rights in the Works, and all Intellectual Property Rights in the Works, without the necessity of any further consideration, and the Authority shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Works. Further, the Contractor agrees that any and all Authority data or compilations thereof produced under this Contract shall be and remain the sole property of the Authority. Upon the request of the Authority, but in any event upon termination of this Contract, the Contractor shall surrender to the Authority all such data and compilations.

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(1)   For the avoidance of doubt, it is understood that, in performing its obligations under the Contract, Contractor may use its own previously developed data, documentation, software, ideas, concepts, materials, or information, in whatever form, or develop new and unique products that will aide Contractor in performing its services to Authority as it relates solely to this Contract but are not created for the exclusive use, or ownership by, the Authority (collectively, "Contractor Works"). All Contractor Preexisting Works shall remain the sole, exclusive and unrestricted property of Contractor. Contractor shall supply to the Authority a non-exclusive, non-transferable license to the extent required for the use by the Authority of the Services provided pursuant to this Contract for the time that the Services are provided solely for the purposes of the Contract.

(b)   The Contractor, upon request and without further consideration, shall perform any acts that may be deemed necessary or desirable by the Authority to evidence more fully the transfer of ownership of all Works to the Authority to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by the Authority. In the event the Authority shall be unable for any reason to obtain the Contractor's signature on any document necessary for any purpose set forth in the foregoing sentence, the Contractor hereby irrevocably designates and appoints the Authority and its duly authorized officers and agents as the Contractor's agent and the Contractor's attorney-in-fact to act for and in the Contractor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by the Contractor.

(c)   To the extent that any Contractor Works and/or third-party rights or limitations are embodied, contained, reserved or reflected in the Works, the Contractor shall either:

(1)   grant to the Authority the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to:

(i)   use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing rights and any derivative works thereof in connection with the sale, offering for sale, marketing, advertising, and promotion of the Authority's goods and services, and in all forms of media, media channels and/or publicity that may now exist or hereafter be created or developed, including but not limited to television, radio, print, Internet, and social media (e.g., Facebook, Twitter, YouTube, etc.) and

(ii)   authorize others to do any or all of the foregoing, or

(2)   where the obtaining of worldwide rights is not reasonably practical or feasible, provide written notice to the Authority of such pre-existing or third party rights or limitations, request the Authority's approval of such pre-existing or third party rights, obtain a limited right and license to use such pre-existing or third party rights on such terms as may be reasonably negotiated, and obtain the Authority's written approval of such pre-existing or third party rights and the limited use of same. The Contractor shall provide the Authority with documentation indicating a third party's written approval for the Contractor to use any pre-existing or third-party rights that may be embodied, contained, reserved or reflected in the Works. **THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD THE AUTHORITY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, REGULATORY PROCEEDINGS AND/OR CAUSES OF ACTION, AND ALL LOSSES, DAMAGES, AND COSTS (INCLUDING ATTORNEYS' FEES AND SETTLEMENT COSTS) ARISING FROM OR RELATING TO, DIRECTLY, ANY CLAIM OR ASSERTION BY ANY THIRD PARTY THAT THE WORKS INFRINGE ANY THIRD-PARTY RIGHTS.** The foregoing indemnity obligation shall not apply to instances in which the Authority either:

(i)   exceeded the scope of the limited license that was previously obtained by the Contractor and agreed to by the Authority, or

(ii)   obtained information or materials, independent of the Contractor's involvement or creation, and provided such information or materials to the Contractor for inclusion in the Works, and such information or materials were included by the Contractor, in an unaltered and unmodified fashion, in the Works.

(d)   The Contractor hereby warrants and represents to the Authority that individuals or characters appearing or depicted in any advertisement, marketing, promotion, publicity or media, of any type or form that may now exist or hereafter be created or developed by or on behalf of the Contractor for the use by or benefit of the Authority, have provided their written consent for the use, reproduction, display, performance, and distribution of, and/or preparation of derivative works to, their persona or personality rights, including name, biographical information, picture, portrait,

likeness, performance, voice and/or identity ("Personality Rights"), and have been compensated for such Personality Rights, if appropriate. If such permission has been obtained for a limited time, the Contractor shall be responsible for any costs associated with claims resulting from such use, etc., of the Personality Rights after the expiration of those time limits. **THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE AUTHORITY HARMLESS FROM ANY CLAIMS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR INVASION OF PRIVACY, INFRINGE-MENT OF THE RIGHT OF PUBLICITY, LIBEL, UNFAIR COMPETITION, FALSE ADVERTISING, INTENTIONAL OR NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, COPYRIGHT OR TRADEMARK INFRINGEMENT, AND/OR CLAIMS FOR ATTORNEY'S FEES, RESULTING FROM SUCH USE, ETC., OF THE PERSONALITY RIGHTS.**

(e)   The Contractor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Works which the Contractor may now have or which may accrue to the Contractor's benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Works and the right to object to any modification, translation or use of the Works, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a Moral Right.

(f)   The Contract is intended to protect the Authority's proprietary rights pertaining to the Works, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to the Authority's business. Therefore, the Contractor acknowledges and stipulates that a court of competent jurisdiction should im-mediately enjoin any material breach of the intellectual property and confidentiality provisions of this Contract, upon a request by the Authority, without requiring proof of irreparable injury as same should be presumed.

(g)   Upon the request of the Authority, but in any event upon termination of this Contract, the Contractor shall surrender to the Authority all documents and things pertaining to the Works, including but not limited to drafts, mem-oranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by the Contractor or furnished by the Authority to the Contractor, including all materials embodying the Works, any Authority confidential information, or Intellectual Property Rights, regardless of whether complete or incomplete. This subparagraph is intended to apply to all Works made or compiled by the Contractor, as well as to all documents and things furnished to the Contractor by the Authority or by anyone else that pertains to the Works.

(h)   The Contractor may have access to personally identifiable information ("PII") in connection with the perfor-mance of the Contract. PII shall be any information that identifies or describes a person or can be directly linked to a specific individual, including ridership and usage data. Examples of PII include, but are not limited to, name, address, phone or fax number, signature, date of birth, e-mail address, method of payment, ridership and travel pattern data. Customer Personally Identifiable Information, or Customer PII, means any PII relating to the Authority's customers. The Contractor shall take reasonable steps maintain the confidentiality, security, safety, and integrity of all Customer PII. Unless otherwise agreed to by the Authority in writing, Contractor will adhere to the following requirements con-cerning Customer PII:

(1)   The Contractor shall take reasonable steps to maintain the confidentiality of and will not reveal or divulge to any person or entity any Customer PII that becomes known to it during the term of this Agreement.

(2)   The Contractor must maintain policies and programs that prohibit unauthorized disclosure of Customer PII by its employees and subcontractors and promote training and awareness of information security policies and practices. The Contractor must comply, and must cause its employees, representatives, agents, and sub-Contractors to comply, with such commercially and operationally reasonable directions as the Authority may make to promote the safeguarding or confidentiality of Customer PII.

(3)   The Contractor must conduct background checks for employees or sub-Contractors that have access to Customer PII or systems hosting Customer PII.

(4)   The Contractor must limit access to computers and networks that host Customer PII, including without limitation through user credentials and strong passwords, data encryption both during transmission and at rest, fire-wall rules, and network-based intrusion detection systems

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Notwithstanding the above, the Parties hereby expressly acknowledge and agree that:

(1)   Contractor may disclose, divulge, or reveal PII and Customer PII in a manner approved by the Authority to the extent necessary to fulfill the requirements of this Contract or as otherwise approved in writing by the Authority; and

(2)   Unless provided otherwise in the Contract, Contractor shall not be responsible for any security for the transmission of data over the internet, payment processing or credit or debit card transactions or the data security or data privacy associated with the services of third-party vendors performing payment processing, hosting, or cloud vendor services.

This Section 23(h) will survive termination or expiration of this Agreement.

25.   STANDARDS OF PERFORMANCE

The Contractor shall perform the Services hereunder in compliance with all applicable federal, state, and local laws and regulations. The Contractor shall use only licensed personnel to perform Services required by law to be performed by such personnel.

26.   INSPECTIONS AND APPROVALS

(a)   All Services performed by the Contractor or its Subcontractors or consultants shall be subject to the inspection and approval of the Authority at all times, but such approval shall not relieve the Contractor of responsibility for the proper performance of the Services. The Contractor shall provide sufficient, safe, and proper facilities at all times for such inspection of the Services and shall furnish all information concerning the Services and give the Authority or its representatives free access at all reasonable times to the facilities where the Services are performed.

(b)   The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the Services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Authority during Contract performance and for as long afterwards and the Contract requires.

(c)   The Authority has the right to inspect and test all Services called for by this Contract, to the extent practicable, at all times and places during the term of the Contract. The Authority shall perform inspections and tests in a manner that will not unduly delay the Services.

(d)   If any of the Services do not conform with Contract requirements, the Authority may require the Contractor to perform the Services again in conformity with the Contract requirements, at no increase in the Contract Sum. When the defects in services cannot be corrected by performance, the Authority may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract Sum to reflect the reduced value of the Services performed.

(e)   If the Contractor fails promptly to perform the Services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the Authority may (1) by contract or otherwise, perform the Services and charge to the Contractor any cost incurred by the Authority that is directly related to the performance of such service or (2) terminate the Contract for default.

27.   SUSPENSION OF SERVICES

(a)   The Authority may order the Contractor in writing to suspend all or any part of the Services for such period of time as the Authority determines to be appropriate for the convenience of the Authority.

(b)   If the performance of all or any part of the Services is, for an unreasonable period of time, suspended or delayed by an act of the Authority in the administration of this Contract, or by the Authority's failure to act within the time specified in this Contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension or delay, and the Contract modified in writing accordingly. However, no adjustment shall be made under this paragraph for any suspension or delay to the extent (1) that performance would have suspended or delayed by any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Contract.

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(c)   No claim under this paragraph shall be allowed (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Authority in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension or delay, but not later than the date of final payment. No part of any claim based on the provisions of this subparagraph shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this paragraph.

28.   PAYMENT TO SUBCONTRACTORS

(a)   Payments by contractors to subcontractors associated with Authority contracts are subject to the time periods established in the Texas Prompt Payment Act, Tex. Gov't Code § 2251.

(b)   A false certification to the Authority under the provisions of the paragraph entitled "Invoicing and Payment" hereof may be a criminal offense in violation of Tex. Penal Code § 10.

29.   FEDERAL, STATE AND LOCAL TAXES

The Contract Sum includes all applicable federal, state, and local taxes and duties. The Authority is exempt from taxes imposed by the State of Texas and local sales and use taxes under Texas Tax Code § 151.309, and any such taxes included on any invoice received by the Authority shall be deducted from the amount of the invoice for purposes of payment. The Contractor may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts. The Contractor bears sole and total responsibility for obtaining information pertaining to such exemption.

30.   EQUAL OPPORTUNITY

During the performance of this Contract, the Contractor agrees that it will, in good faith, afford equal opportunity required by applicable federal, state, or local law to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability or any other characteristic protected by federal, state or local law.

31.   CONFLICT OF INTEREST

(a)   Reference is made to Exhibit B, Representations and Certifications, Code of Ethics, which is incorporated herein and made a part of this Contract. Capitalized terms used in this paragraph and not otherwise defined shall have the meanings as described to them in the Code of Ethics.

(b)   The Contractor represents that no Employee has a Substantial Interest in the Contractor or this Contract, which Substantial Interest would create or give rise to a Conflict of Interest. The Contractor further represents that no person who has a Substantial Interest in the Contractor and is or has been employed by the Authority for a period of two (2) years prior to the date of this Contract has or will (1) participate, for the Contractor, in a recommendation, bid, proposal or solicitation on any Authority contract, procurement or personnel administration matter, or (2) receive any pecuniary benefit from the award of this Contract through an ownership of a Substantial Interest (as that term is defined in Paragraph II, subparagraphs (1) and (3) of the Code of Ethics) in a business entity or real property.

(c)   The Contractor agrees to ensure that the Code of Ethics is not violated as a result of the Contractor's activities in connection with this Contract. The Contractor agrees to immediately inform the Authority if it becomes aware of the existence of any such Substantial Interest or Conflict of Interest, or the existence of any violation of the Code of Ethics arising out of or in connection with this Contract.

(d)   The Authority may, in its sole discretion, require the Contractor to cause an immediate divestiture of such Substantial Interest or elimination of such Conflict of Interest, and failure of the Contractor to so comply shall render this Contract voidable by the Authority. Any willful violation of these provisions, creation of a Substantial Interest or existence of a Conflict of Interest with the express or implied knowledge of the Contractor shall render this Contract voidable by the Authority.

(e)   In accordance with paragraph 176.006, Texas Local Government Code, "vendor" is required to file a conflict of interest questionnaire within seven business days of becoming aware of a conflict of interest under Texas law. The conflict of interest questionnaire can be obtained from the Texas Ethics Commission at www.ethics.state.tx.us. The questionnaire shall be sent to the Authority's Contract Administrator.

32.   GRATUITIES

The Authority may cancel this Contract, without liability to the Contractor, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any agent or representative to any Authority official or employee with a view toward securing favorable treatment with respect to the performance of this Contract. In the event this Contract is canceled by the Authority pursuant to this provision, the Authority shall be entitled, in addition to any other rights and remedies, to recover from the Contractor a sum equal in amount to the cost incurred by the Contractor in providing such gratuities.

33.   PUBLICATIONS

All published material and written reports submitted under this Contract must be originally developed material unless otherwise specifically provided in the Contract document. When material, not originally developed, is included in a report, it shall have the source identified. This provision is applicable when the material is in a verbatim or extensive paraphrased format.

34.   REQUEST FOR INFORMATION

(a)   The Contractor shall not provide information generated or otherwise obtained in the performance of its responsibilities under this Contract to any party other than the Authority and its authorized agents except as otherwise provided by this Contract or after obtaining the prior written permission of the Authority.

(b)   This Contract, all data and other information developed pursuant to this Contract shall be subject to the Texas Public Information Act. The Authority shall comply with all aspects of the Texas Public Information Act.

(c)   The Contractor is instructed that any requests for information regarding this Contract and any deliverables shall be referred to the Authority.

(d)   The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

        (1)   The requirement of Subchapter J, Chapter 552, Government Code as amended currently applies to expenditures of at least $1 million in public funds for the purchase of goods or services.

35.   RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

(a)   All documentation related to or prepared in connection with any proposal, including the contents of any proposal contracts, responses, inquiries, correspondence, and all other material submitted in connection with the proposal shall become the property of the Authority upon receipt.

(b)   All documents, reports, data, graphics and other materials produced under this Contract shall become the sole possession of the Authority upon receipt and payment, subject only to the Contractor's professional obligation to maintain copies of its work product.

36.   LIMITATION OF LIABILITY

In no event shall either party be liable in contract or tort, to the other party for special, indirect, incidental or consequential damages in connection with this Contract. The Contractor shall include similar liability provisions in all its Subcontracts.

Notwithstanding anything to the contrary, excepting Contractor's liability under Indemnification in Section 43 of this **Exhibit E - Revised-1** and with respect to Security Incidents in accordance with **Exhibit K - Revised-1** and **Exhibit L - Revised-1** of this Contract, in no event shall Contractor's aggregate liability for damages to the Authority exceed the following:

(a) during the period of performance of the Implementation Services described in **Exhibit F - Revised-2** of this Contract, the total amount paid or due to be paid to Contractor for the Services that directly gave rise to such liability in the eighteen (18) month period immediately preceding the event giving rise to such liability less discounts or credit received for the Services; and

(b) Subsequent to the period of performance of the Implementation Services described in **Exhibit F - Revised-2** of this Contract, the total amount paid to Contractor for the Services that directly gave rise to such liability in the eighteen (18) month period immediately preceding the event giving rise to such liability less discounts or credit received for the Services.

37. LAWS, STATUTES AND OTHER GOVERNMENTAL REQUIREMENTS

The Contractor agrees that it shall be in compliance with all laws, statutes, and other governmental requirements, regulations or standards prevailing during the term of this Contract.

38. CLAIMS

In the event that any claim, demand, suit, or other action is made or brought by any person, firm, corporation, or other entity against the Contractor arising out of this Contract, the Contractor shall give written notice thereof, to the Authority within three (3) working days after being notified of such claim, demand, suit, or action. Such notice shall state the date and hour of notification of any such claim, demand, suit, or other action; the name and address of the person, firm, corporation, or other entity making such claim or instituting or threatening to institute any type of action or proceeding; the basis of such claim, action, or proceeding; and the name of any person against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by mail and shall be directly sent to the attention of the President/CEO, Capital Metropolitan Transportation Authority, 2910 E. 5th Street, Austin, Texas 78702.

39. LICENSES AND PERMITS

The Contractor shall, without additional expense to the Authority, be responsible for obtaining any necessary licenses, permits, and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the Services to be provided under this Contract including, but not limited to, any laws or regulations requiring the use of licensed Subcontractors to perform parts of the work.

40. NOTICE OF LABOR DISPUTES

(a) If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Contractor immediately shall give notice, including all relevant information, to the Authority.

(b) The Contractor agrees to insert the substance of this paragraph, including this subparagraph (b), in any Subcontract under which a labor dispute may delay the timely performance of this Contract; except that each Subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor shall immediately notify the next higher tier Subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

41. PUBLICITY RELEASES

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this Contract or the Services hereunder which the Contractor or any of its Subcontractors desires to make for the purposes of publication in whole or in part, shall be subject to approval by the Authority prior to release.

42.   INTEREST OF PUBLIC OFFICIALS

The Contractor represents and warrants that no employee, official, or member of the Board of the Authority is or will be pecuniarily interested or benefited directly or indirectly in this Contract. The Contractor further represents and warrants that it has not offered or given gratuities (in the form of entertainment, gifts or otherwise) to any employee, official, or member of the Board of the Authority with a view toward securing favorable treatment in the awarding, amending, or evaluating the performance of this Contract. For breach of any representation or warranty in this paragraph, the Authority shall have the right to terminate this Contract without liability and/or have recourse to any other remedy it may have at law or in equity.

43.   INDEMNIFICATION

(a)   **THE CONTRACTOR WILL INDEMNIFY, DEFEND AND HOLD THE AUTHORITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (THE AUTHORITY AND EACH SUCH PERSON OR ENTITY IS AN "INDEMNIFIED PARTY") HARMLESS FROM AND AGAINST AND PAY ANY AND ALL DAMAGES (AS DEFINED HEREIN) DIRECTLY RESULTING FROM, RELATING TO, ARISING OUT OF OR ATTRIBUTABLE TO ANY OF THE FOLLOWING:**

    (1)   **ANY BREACH OF ANY REPRESENTATION OR WARRANTY THAT THE CONTRACTOR HAS MADE IN THIS CONTRACT;**

    (2)   **ANY BREACH, VIOLATION OR DEFAULT BY OR THROUGH THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS OF ANY MATERIAL OBLIGATION OF THE CONTRACTOR IN THIS CONTRACT OR ANY OTHER AGREEMENT BETWEEN THE CONTRACTOR AND THE AUTHORITY;**

    (3)   **THE USE, CONDITION, OPERATION OR MAINTENANCE OF ANY PROPERTY, VEHICLE, FACILITY OR OTHER ASSET OF THE AUTHORITY TO WHICH THE CONTRACTOR HAS ACCESS OR AS TO WHICH THE CONTRACTOR PROVIDES SERVICES; OR**

    (4)   **ANY NEGLIGENCE OR MISCONDUCT OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS,CUSTOMERS INVITEES, REPRESENTATIVES AND VENDORS.**

(b)   **"ACTION" MEANS ANY ACTION, APPEAL, PETITION, PLEA, CHARGE, COMPLAINT, CLAIM, SUIT, DEMAND, LITIGATION, MEDIATION, HEARING, INQUIRY, INVESTIGATION OR SIMILAR EVENT, OCCURRENCE OR PROCEEDING.**

(c)   **"DAMAGES" MEANS ALL:**

    a.   **DIRECT DAMAGES, LOSSES, LIABILITIES, DEFICIENCIES, SETTLEMENTS, CLAIMS, AWARDS, INTEREST, PENALTIES, JUDGMENTS, FINES, OR OTHER COSTS OR EXPENSES OF ANY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, CONTINGENT OR VESTED, MATURED OR UNMATURED, AND WHETHER OR NOT RESULTING FROM THIRD-PARTY CLAIMS, INCLUDING COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, OTHER PROFESSIONAL ADVISORS AND EXPERT WITNESSES) RELATED TO ANY INVESTIGATION, ACTION, SUIT, ARBITRATION, APPEAL, CLAIM, DEMAND, INQUIRY, COMPLAINT, MEDIATION, INVESTIGATION OR SIMILAR EVENT, OCCURRENCE OR PROCEEDING; AND**

    b.   **INDIRECT DAMAGES WITH RESPECT ONLY TO CONTRACTOR'S LIABILITY FOR SECURITY INCIDENTS IN ACCORDANCE WITH Exhibit K - Revised-1 and Exhibit L - Revised-1 OF THIS CONTRACT AND ONLY UP TO THE COVERAGE AND LIMITS OF CONTRACTOR'S VALID AND COLLECTIBLE CYBER LIABILITY INSURANCE.**

(d)   **"THREATENED" MEANS A DEMAND OR STATEMENT HAS BEEN MADE (ORALLY OR IN WRITING) OR A NOTICE HAS BEEN GIVEN (ORALLY OR IN WRITING), OR ANY OTHER EVENT HAS OCCURRED OR ANY OTHER CIRCUMSTANCES EXIST THAT WOULD LEAD A PRUDENT PERSON OR ENTITY TO CONCLUDE THAT AN ACTION OR OTHER MATTER IS LIKELY TO BE ASSERTED, COMMENCED, TAKEN OR OTHERWISE PURSUED IN THE FUTURE.**

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(e)   **IF ANY ACTION IS COMMENCED OR THREATENED THAT MAY GIVE RISE TO A CLAIM FOR INDEMNI-FICATION (A "CLAIM") BY ANY INDEMNIFIED PARTY AGAINST THE CONTRACTOR, THEN SUCH INDEMNI-FIED PARTY WILL PROMPTLY GIVE NOTICE TO THE CONTRACTOR AFTER SUCH INDEMNIFIED PARTY BECOMES AWARE OF SUCH CLAIM. FAILURE TO NOTIFY THE CONTRACTOR WILL NOT RELIEVE THE CONTRACTOR OF ANY LIABILITY THAT IT MAY HAVE TO THE INDEMNIFIED PARTY, EXCEPT TO THE EX-TENT THAT THE DEFENSE OF SUCH ACTION IS MATERIALLY AND IRREVOCABLY PREJUDICED BY THE INDEMNIFIED PARTY'S FAILURE TO GIVE SUCH NOTICE. THE CONTRACTOR WILL ASSUME AND THERE-AFTER DILIGENTLY AND CONTINUOUSLY CONDUCT THE DEFENSE OF A CLAIM WITH COUNSEL THAT IS SATISFACTORY TO THE INDEMNIFIED PARTY. THE INDEMNIFIED PARTY WILL HAVE THE RIGHT, AT ITS OWN EXPENSE, TO PARTICIPATE IN THE DEFENSE OF A CLAIM WITHOUT RELIEVING THE CONTRACTOR OF ANY OBLIGATION DESCRIBED ABOVE. IN NO EVENT WILL THE CONTRACTOR APPROVE THE ENTRY OF ANY JUDGMENT OR ENTER INTO ANY SETTLEMENT WITH RESPECT TO ANY CLAIM WITHOUT THE INDEMNIFIED PARTY'S PRIOR WRITTEN APPROVAL, WHICH WILL NOT BE UNREASONABLY WITHHELD. UNTIL THE CONTRACTOR ASSUMES THE DILIGENT DEFENSE OF A CLAIM, THE INDEMNIFIED PARTY MAY DEFEND AGAINST A CLAIM IN ANY MANNER THE INDEMNIFIED PARTY REASONABLY DEEMS APPROPRI-ATE. THE CONTRACTOR WILL REIMBURSE THE INDEMNIFIED PARTY PROMPTLY AND PERIODICALLY FOR THE DAMAGES RELATING TO DEFENDING AGAINST A CLAIM AND WILL PAY PROMPTLY THE INDEM-NIFIED PARTY FOR ANY DAMAGES THE INDEMNIFIED PARTY MAY SUFFER RELATING TO A CLAIM.**

(f)   **THE INDEMNIFICATION OBLIGATIONS AND RIGHTS PROVIDED FOR IN THIS CONTRACT DO NOT RE-QUIRE (AND SHALL NOT BE CONSTRUED AS REQUIRING) THE CONTRACTOR TO INDEMNIFY, HOLD HARMLESS, OR DEFEND ANY INDEMNIFIED PARTY (OR ANY THIRD PARTY) AGAINST ANY ACTION OR CLAIM (OR THREATENED ACTION OR CLAIM) CAUSED BY THE NEGLIGENCE OR FAULT, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR THE BREACH OF CONTRACT OF ANY INDEMNIFIED PARTY, ITS AGENTS OR EMPLOYEES, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF ANY INDEMNIFIED PARTY, OTHER THAN THE CON-TRACTOR OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS OF ANY TIER.**

(g)   **THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS CONTRACT.**

44.   RECORD RETENTION; ACCESS TO RECORDS AND REPORTS

(a)   The Contractor will retain and will require its Subcontractors of all tiers to retain, complete and readily accessi-ble records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting ma-terials related to those records.

(b)   If this is a cost-reimbursement, incentive, time and materials, labor hour, or price determinable Contract, or any combination thereof, the Contractor shall maintain, and the Authority and its representatives shall have the right to examine, all books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Contract.

(c)   If the Contractor submitted certified cost or pricing data in connection with the pricing of this Contract or if the Contractor's cost of performance is relevant to any change or modification to this Contract, the Authority and its representatives shall have the right to examine all books, records, documents, and other data of the Contractor related to the negotiation, pricing, or performance of such Contract, change, or modification for the purpose of eval-uating the costs incurred and the accuracy, completeness, and currency of the cost or pricing data submitted. The right of examination shall extend to all documents necessary to permit adequate evaluation of the costs incurred and the cost or pricing data submitted, along with the computations and projections used therein.

(d)   The Contractor shall maintain all books, records, accounts and reports required under this paragraph for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

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(e)   The Contractor agrees to provide sufficient access to the Authority and its contractors to inspect and audit records and information related to performance of this Contract as reasonably may be required.

(f)   The Contractor agrees to permit the Authority and its contractors access to the sites of performance under this Contract as reasonably may be required.

(g)   If an audit pursuant to this paragraph reveals that the Authority has paid any invoices or charges not authorized under this Contract, the Authority may offset or recoup such amounts against any indebtedness owed by it to the Contractor, whether arising under this Contract or otherwise, over a period of time equivalent to the time period over which such invoices or charges accrued.

(h)   This paragraph will survive any termination or expiration of this Contract.

45.   EXCUSABLE DELAYS

(a)   Except for defaults of Subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this Contract under its terms if the failure arises from Force Majeure Events. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the performance of the Services.

(b)   If the failure to perform is caused by the failure of a Subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and Subcontractor and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless:

   (1)   the subcontracted supplies or services were obtainable from other sources;

   (2)   the Authority ordered the Contractor in writing to obtain these services from the other source; and

   (3)   the Contractor failed to comply reasonably with this order.

(c)   Upon the request of the Contractor, the Authority shall ascertain the facts and extent of the failure. If the Authority determines that any failure to perform results from one or more of the causes above, the delivery schedule or period of performance shall be revised, subject to the rights of the Authority under this Contract.

(d)   If Contractor's performance of the Services is prevented in whole or in material part by a Force Majeure Event that extends more than thirty (30) days, the Authority may terminate the Contract upon written notice. The Parties agrees that, in such event, the Authority will pay to Contractor any costs incurred by Contractor in accordance with the Contract up to the date of the termination, and Contractor will not charge the Authority any additional costs or fees.

46.   LOSS OR DAMAGE TO PROPERTY

The Contractor shall be responsible for any loss or damage to property including money securities, merchandise, fixtures and equipment belonging to the Authority or to any other individual or organization, if any such loss or damage was caused by the Contractor or any Subcontractor at any tier, or any employee thereof, while such person is on the premises of the Authority as an employee of the Contractor or Subcontractor.

47.   CONTRACTOR CONTACT/AUTHORITY DESIGNEE

The Contractor shall provide the Authority with a telephone number to ensure immediate communication with a person (not a recording) anytime during Contract performance. Similarly, the Authority shall designate an Authority representative who shall be similarly available to the Contractor.

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48.   QUALITY ASSURANCE

A periodic review of the Contractor's scheduled work may be performed by the Authority. If work is deemed incomplete or unacceptable in any way, the Authority will determine the cause and require the Contractor to take corrective measures in accordance with the terms of the Contract.

49.   INTERPRETATION OF CONTRACT – DISPUTES

All questions concerning interpretation or clarification of this Contract or the acceptable fulfillment of this Contract by the Contractor shall be immediately submitted in writing to the Authority's Contracting Officer for determination. All determinations, instructions, and clarifications of the Contracting Officer shall be final and conclusive unless the Contractor files with the Capital Metro President/CEO within two (2) weeks after the Authority notifies the Contractor of any such determination, instruction or clarification, a written protest, stating in detail the basis of the protest. The President/CEO shall consider the protest and notify the Contractor within two (2) weeks of the protest filing of his or her final decision. The President/CEO's decisions shall be conclusive subject to judicial review. Notwithstanding any disagreement the Contractor may have with the decisions of the President/CEO, the Contractor shall proceed with the Services in accordance with the determinations, instructions, and clarifications of the President/CEO. The Contractor shall be solely responsible for requesting instructions or interpretations and liable for any cost or expenses arising from its failure to do so. The Contractor's failure to protest the Contracting Officer's determinations, instructions, or clarifications within the two-week period shall constitute a waiver by the Contractor of all of its rights to further protest.

50.   TOBACCO-FREE WORKPLACE

(a)   Tobacco products include cigarettes, cigars, pipes, snuff, snus, chewing tobacco, smokeless tobacco, dipping tobacco and any other non-FDA approved nicotine delivery device.

(b)   The tobacco-free workplace policy refers to all Capital Metro owned or leased property. Note that this includes all buildings, facilities, work areas, maintenance facilities, parking areas and all Authority owned vehicles.

(c)   Tobacco use is not permitted at any time on Capital Metro owned or leased property, including personal vehicles parked in Capital Metro parking lots.

(d)   Littering of tobacco-related products on the grounds or parking lots is also prohibited.

51.   ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1.   **Exhibit A - Revised-4** - Pricing Schedule
2.   **Exhibit A-1 - Revised-2** - Resource Matrix
3.   Exhibit A-2 - Payment Schedule
4.   **Exhibit E - Revised-1** - Contractual Terms and Conditions
5.   **Exhibit F - Revised-2** - Scope of Services and Compliance Matrix
6.   Exhibit F1 – Description of Scope of Implementation Services
7.   Exhibit F2 – Description of Scope of Managed Services
8.   Exhibit B – Representations and Certifications
9.   Exhibit D – Small Business Enterprise Program/SBE
10.   Exhibit H – Proprietary Rights and Data Security Addendum
11.   **Exhibit L - Revised-1** - IT Terms and Conditions – Hosted Services
12.   **Exhibit K - Revised-1** - IT Terms and Conditions – On Premises Solutions
13.   Other provisions or attachments to the Contract

Notwithstanding the foregoing or any term or condition in this Contract to the contrary, licenses purchased by the Authority for certain subscription or other services provided under the following applicable agreements ("Third Party Agreements") are subject only to the terms and conditions therein:

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1.   Public Sector Agreement for Oracle Cloud Services with Oracle America Inc.;
2.   Master License Agreement with Core Business Technologies; and
3.   AST Automated Testing as a Service (TaaS) Agreement with AST.

52.   ANTI-CORRUPTION AND BRIBERY LAWS

The Contractor shall comply with all Applicable Anti-Corruption and Bribery Laws. The Contractor represents and warrants that it has not and shall not violate or cause the Authority to violate any such Anti-Corruption and Bribery Laws. The Contractor further represents and warrants that, in connection with supplies or Services provided to the Authority or with any other business transaction involving the Authority, it shall not pay, offer, promise, or authorize the payment or transfer of anything of value, directly or indirectly to: (a) any government official or employee (including employees of government owned or controlled companies or public international organizations) or to any political party, party official, or candidate for public office or (b) any other person or entity if such payments or transfers would violate applicable laws, including Applicable Anti-Corruption and Bribery Laws. Notwithstanding anything to the contrary herein contained, the Authority may withhold payments under this Contract, and terminate this Contract immediately by way of written notice to the Contractor, if it believes, in good faith, that the Contractor has violated or caused the Authority to violate the Applicable Anti-Corruption and Bribery Laws. The Authority shall not be liable to the Contractor for any claim, losses, or damages related to its decision to exercise its rights under this provision.

53.   RESERVED

54.   ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

(a)   This Contract may task the Contractor to prepare or assist in preparing work statements that directly, predictably and without delay are used in future competitive acquisitions*.* The parties recognize that by the Contractor providing this support a potential conflict of interest arises as defined by FAR 9.5.

(b)   For the purposes of this paragraph, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate and any other successor or assignee of the Contractor.

(c)   The Contractor acknowledges the full force and effect of this paragraph. It agrees to be bound by its terms and conditions and understands that violation of this paragraph may, in the judgment of the Contracting Officer, be cause for Termination for Default. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Authority in the event the Contractor breaches this or any other Organizational Conflict of Interest paragraph.

55.   MISCELLANEOUS

(a)   This Contract does not intend to, and nothing contained in this Contract shall create any partnership, joint venture or other equity type agreement between the Authority and the Contractor.

(b)   All notices, statements, demands, requests, consents or approvals required under this Contract or by law by either party to the other shall be in writing and may be given or served by depositing same in the United States mail, postage paid, registered or certified and addressed to the party to be notified, with return receipt requested; by personally delivering same to such party; an agent of such party; or by overnight courier service, postage paid and addressed to the party to be notified; or by e-mail with delivery confirmation. Notice deposited in the U.S. mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified.

> **If to the Contractor**:   As set forth in Exhibit B to this Contract
>
> **If to the Authority:**   Capital Metropolitan Transportation Authority
> **Attn:** Sr. Director/Chief Contracting Officer
> 2910 E. 5th Street
> Austin, Texas 78702

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Address for notice can be changed by written notice to the other party.

(c)   In the event the Authority finds it necessary to employ legal counsel to enforce its rights under this Contract, or to bring an action at law, or other proceeding against the Contractor to enforce any of the terms, covenants or conditions herein, the Contractor shall pay to the Authority its reasonable attorneys' fees and expenses, regardless of whether suit is filed.

(d)   If any term or provision of this Contract or any portion of a term or provision hereof or the application thereof to any person or circumstance shall, to any extent, be void, invalid or unenforceable, the remainder of this Contract will remain in full force and effect unless removal of such invalid terms or provisions destroys the legitimate purpose of the Contract in which event the Contract will be terminated.

(e)   This Contract represents the entire agreement between the parties concerning the subject matter of this Contract and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations. In executing this Contract, the parties do not rely upon any statement, promise, or representation not expressed herein. This Contract may not be changed except by the mutual written agreement of the parties.

(f)   A facsimile signature shall be deemed an original signature for all purposes. For purposes of this paragraph, the phrase "facsimile signature" includes without limitation, an image of an original signature.

(g)   Whenever used herein, the term "including" shall be deemed to be followed by the words "without limitation". Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. All Exhibits attached to this Contract are incorporated herein by reference.

(h)   All rights and remedies provided in this Contract are cumulative and not exclusive of any other rights or remedies that may be available to the Authority, whether provided by law, equity, statute, or otherwise. The election of any one or more remedies the Authority will not constitute a waiver of the right to pursue other available remedies.

(i)   The Contractor shall not assign the whole or any part of this Contract or any monies due hereunder without the prior written consent of the Contracting Officer. No assignment shall relieve the Contractor from any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void.

(j)   The failure of the Authority to insist upon strict adherence to any term of this Contract on any occasion shall not be considered a waiver or deprive the Authority thereafter to insist upon strict adherence to that term or other terms of this Contract. Furthermore, the Authority is a governmental entity and nothing contained in this Contract shall be deemed a waiver of any rights, remedies or privileges available by law.

(k)   This Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any dispute arising with respect to this Contract shall be resolved in the state or federal courts of the State of Texas, sitting in Travis County, Texas and the Contractor expressly consents to the personal jurisdiction of these courts.

(l)   This Contract is subject to the Texas Public Information Act, Tex. Gov't Code, Chapter 552.

(m)   The Contractor represents, warrants and covenants that: (a) it has the requisite power and authority to execute, deliver and perform its obligations under this Contract; and (b) it is in compliance with all applicable laws related to such performance.

(n)   The person signing on behalf of the Contractor represents for himself or herself and the Contractor that he or she is duly authorized to execute this Contract.

(o)   No term or provision of this Contract is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation for a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

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(p)   Capital Metro is a governmental entity and nothing in this Contract shall be deemed a waiver of any rights or privileges under the law.

(q)   Funding for this Contract after the current fiscal year is subject to revenue availability and appropriation of funds in the annual budget approved by the Authority's Board of Directors.

(r)   Time is of the essence for all delivery, performance, submittal, and completion dates in this Contract.

56.   RESERVED

57.   FUNDING AVAILABILITY

Funding after the current fiscal year of any contract resulting from this solicitation is subject to revenue availability and appropriation of funds in the annual budget approved by the Authority's Board of Directors.

58.   COOPERATIVE CONTRACT

(a)   The Authority has entered into a master cooperative purchasing agreement with other governmental entities (with the Authority, the "Cooperative Members") to form the Texas Interlocal Purchase Cooperative, under which the Cooperative Members grant access and make available to one another certain contracts of the Cooperative Members, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271 of the Local Government Code. The Contractor agrees to offer to other eligible Cooperative Members the goods and services provided under this Contract with the same prices, and under terms and conditions, of this Contract.'

(b)   The Authority does not accept any responsibility or liability arising from or related to a separate contract between another Cooperative Member and Contractor based on this Contract or for any purchases made thereunder.

59.   AUSTIN TRANSIT PARTNERSHIP

At the direction of Capital Metro, the services provided under the Contract may be performed on behalf of or in connection with Austin Transit Partnership (ATP), and ATP's projects, initiatives, and proposals.

1.0		Overview				
	1.1	Capital Metro is seeking System Integrators (SI) who can implement a cloud based holistic Financial Management and Procurement Enterprise Resource Planning (ERP) system, along with identified optional modules at Capital Metro's discretion with minimal customization. Capital Metro will be looking for a Contractor that can highlight differentiating functionality specific to the public transit industry. Capital Metro's preference is for one integration solution but may consider more than one solution if Capital Metro deems it in its best interest. The detailed expected functionality of each of these areas is included in Appendix A and A1. Many of these business areas will also require integration to/from other areas of Grants, Supply Chain, Procurement, Point of Sale Systems Payroll, and Human Resources. Some goals and expectations of a new ERP solution are to: ─Provide improved security features ─Provide the ability to view historical financial data for better future forecasting ─Increase workflow functionality, and automation ─Configure complex Capital Metro business rules ─Provide the ability to view real-time data changes ─Create end-to-end visibility to key Capital Metro processes such as budgeting and procurement ─Enhance audit trail functionalities ─Reduce/eliminate any paper approval processes ─Automate approval processes and expand information available for approvers ─Automate capital budgeting process ─Support ease of financial and management reporting ─Increase information access for financial decision making ─Significantly improve speed for reporting accurate financial information The Contractor must provide a solution that will deliver pre-defined reports and use a common tool across the entire financial application to write user-defined ad hoc queries. These will need to be appropriate for each of the listed business areas while providing robust user security to access the data. Some of these required pre-defined reports are listed in the requirements details sections and should be explicitly addressed in your individual responses; the Contractor may respond with additional delivered reports if helpful. A configurable dashboard for users should be available for various roles within the Financial and Supply Chain suites for monitoring events such as journal entries in process, over budget, modules not reconciled, or transactions to approve. The expected solution will also provide a common, integrated, user-configurable tool to route transactions and configuration data for approval. In addition, Capital Metro seeks a solution with robust project management capabilities. Capital Metro's current Enterprise Project and Portfolio Management (EPPM) tool is not scalable. ~~The Authority desires ERP systems with embedded EPPM information, separate modules, or have established APIs with 3rd party products that perform this function and provide seamless integration.~~ Capital Metro requires functionality for a broad suite of modules. The successful Contractor will provide integration among these modules, sufficient to interface appropriate transactions and share common configuration data, eliminating the need to re-enter or maintain duplicate data in multiple areas of the software solution. Requirements in Appendix A are required to replace existing functionality or installation of new features and functionality that Capital Metro does not have deployed today. Contractor will work directly with all third parties for business and system requirements, design, test, deployment, and support for integrations and other tasks as relevant. Capital Metro reserves the right to contract separately for software, hardware, and licensing if it is determined to be in the best interest of the Authority. Capital Metro also desires to understand the Contractor's approach and solution to several Optional Modules and Requirements as described in Appendix A1. These options may or may not be exercised at Capital Metro's sole discretion. Capital Metro is expecting significant growth over the next ten years due to Project Connect expansions. Capital Metro anticipates a Go-Live date of October 2, 2022.				
	1.2	Capital Metro currently utilizes Microsoft Dynamics AX (version 2012 R3 CU13, on-premise) for the Financial Enterprise Resource Planning (ERP) System. Capital Metro has an estimated total of 200 users. A majority have read-only access to multiple modules.				

#		Compliance Term	Comply	Contractor Comments	Capital Metro Response	Test #
2.0		**Project Approach - Project Management**				
	2.1	The Contractor shall provide a robust project management team and project management plan to support the implementation of the ERP System. The Contractor's plan for managing the project shall clearly demonstrate an appropriate allocation of project management resources with the ability and experience to ensure that system design and implementation will be coordinated appropriately and managed and completed on schedule and within budget. The Contractor shall provide tools to manage tasks, schedule, risk, change, and the other items listed in this section that are required to manage the project.				
	2.2	The Contractor's proposed Project Manager (PM) must be approved by Capital Metro, possess a PMP certification with good standing, and have prior experience in the public transportation sector.				
	2.3	The Contractor shall comply with all requirements of "Appendix B Project Phase Requirements" which define project management requirements.				
3.0		**Project Approach - Project Management Plan**				
	3.1	The Contractor shall submit a comprehensive Project Management Plan (PMP) following Notice to Proceed (NTP) that details at a minimum project organization; master schedule; and how the Contractor will manage project scope, cost, risk, quality, project changes, safety, and other key aspects of the project.				
	3.2	The Project Management Plan (PMP) will include but is not limited to the following elements: • Organization chart identifying key project personnel and contact information. • Master schedule, identifying key project milestones and activities in Microsoft Projects format. • Schedule for all project design and development elements that require Capital Metro approval. • Project meetings and schedule for recurring meetings. • Methodology to control project schedule, scope, cost, and risk. • Risk management plan and risk register, including identified project risks and actions required to mitigate them. • Transition and change management processes and procedures. • Quality assurance processes and procedures to confirm that the requirements of the contract are being met. • Subcontractor management and communications. • Document naming conventions and Action Items and Issues List (AIL) control processes and procedures, including version and traceability controls. • Change management plan and procedures for all deliverables and subsequent revisions. • Cost management. • Communication Plan.				
4.0		**Project Approach - Project Management: Design Review**				
	4.1	The Contractor shall provide a robust project management team and project management plan to support the implementation of the ERP System. The Contractor's plan for managing the project shall clearly demonstrate an appropriate allocation of project management resources with the ability and experience to ensure that system design and implementation will be coordinated appropriately and managed and completed on schedule and within budget. The Contractor shall provide tools to manage tasks, schedule, risk, change, and the other items listed in this section that are required to manage the project.				
5.0		**Project Approach - Design and Development**				
	5.1	The Installation and Transition Plan will describe detailed installation and configuration of all software systems, including the ERP, interfaces, and web applications, and their respective schedules.				
	5.2	The Contractor shall follow a defined quality change control and testing process (e.g. ITIL Service Management) with established baselines, testing and release standards which focus on system availability, confidentiality and integrity of systems and services.				
	5.3	The Contractor shall provide a defined change control process and workflow for making configuration or other related changes after Go Live. This includes a process of promotion from Development, to Test, to Production environments.				
6.0		**Project Approach - Testing: General Requirements**				
	6.1	The Contractor shall provide all labor and materials required for system testing, including but not limited to unit testing, performance testing, security testing, system integration and end to end testing.				
	6.2	Before starting all formal testing activities that are to be witnessed and approved by Capital Metro, the Contractor shall conduct "dry-run" testing to identify and resolve any issues and avoid unexpected results during the formal testing.				
	6.3	The Contractor shall provide Capital Metro with scripts to test.				
	6.4	The Contractor shall provide a methodology for uploading mass amounts of historical and transactional data for the purposes of testing.				
	6.5	The Contractor shall provide a testing tool, or set of testing tools, to support automated testing of test scripts as applicable, including documentation and resolution of defects. The contractor shall also create required test scripts for testing with the automated test tool. Automated test tool should be able to test complex test cases, dependencies, integration and link results to feed between test scenarios.				
7.0		**Project Approach - Testing: Test Documentation**				
	7.1	The Contractor shall submit a draft Test Plan for Capital Metro review and approval during design review and shall submit a final inspection and test plan to be used in connection with all tests described in this specification before the start of any testing.				

Exhibit F-Revised-2 (6/30/2021)

#	Compliance Term	Comply	Contractor Comments	Capital Metro Response	Test #
7.2	The Test Plan will include a testing timeline, objectives, entrance and exit criteria, and success criteria for functional, system integration, and end to end testing. The Test Plan will also include resource assignments (Contractor and Capital Metro) and defect resolution processes.				
7.3	Detailed test procedures will include mapping to the design documents and the requirements in the SOW that are related to the test.				
8.0	**Project Approach - Testing: FUT (Functional Unit Test)**				
8.1	Capital Metro shall complete functional tests for the ERP demonstrating and verifying all functions described in these specifications and design documents, including a review of all user-accessible screens and commands.				
8.2	Successful completion of the development of back-office applications, mobile apps, and website software, and installation of production equipment in Capital Metro test facility are prerequisites for the commencement of FUT.				
9.0	**Project Approach - Testing: ETE (End to End Testing)**				
9.1	The Contractor shall work with Capital Metro to develop end to end test scenarios (ETE). The ETE scenarios shall encompass functionality covered in the FUTs, but should also include novel scenarios focused on holistic business processes. The Contractor shall develop scripts to support ETE scenario execution in the ERP test environment, including data reconciliation and reporting.				
9.2	Successful completion of the development of back-office applications, mobile apps, and website software, and installation of production equipment in Capital Metro test facility are prerequisites for the commencement of End to End Testing.				
10.0	**Project Approach - Testing: SIT (System Integration Test)**				
10.1	For SIT, the test system will be provisioned with test data simulating the system's operational databases under full operational load. Full operational load will be defined in the SIT test procedure, and approved by Capital Metro prior to commencement of SIT.				
10.2	The Contractor shall conduct data transmission testing during SIT to demonstrate, exercise, and verify transaction processing and data uploads and interfaces from all modules and outside systems. Contractor shall confirm proper integrations and interfaces between all systems.				
10.3	SIT will include database accuracy testing, which will demonstrate the accuracy between the AUT (application under test) and the data warehouse in which archived data is stored. The testing should also demonstrate atomicity, consistency, insolation and durability of the database.				
10.4	SIT will include a full system audit and settlement test, which will demonstrate the flow of all financial and procurement transactions through the system with the appropriate reporting, accounting, and calculations demonstrated.				
10.5	With successful completion and approval of SIT, all software and configuration files will be "frozen," and Contractor will make no changes without Capital Metro authorization.				
10.6	The automated failover process will be exercised in multiple failover scenarios during systems integration testing to demonstrate no data loss or significant degradation in system performance. The Disaster Recovery Plan will include regular failover testing after implementation.				
11	**Project Approach - Testing: ST (Security and Access Testing)**				
11.1	For ST, the Contractor shall conduct testing of user access and roles within the ERP as well as external penetration testing. ST will leverage defined user IDs and criteria approved by Capital Metro.				
11.2	Contractor shall conduct ST to a level sufficient enough to confirm user access to modules, screens, transaction codes, reports, and display/edit rights.				
11.3	The Contractor shall design and execute a test plan to assess the vulnerability of the ERP system to unauthorized access (internal and external) and system mitigation efforts.				
12.0	**Project Approach - Testing: SAT (System Acceptance Test)**				
12.1	SAT will be comprised of two periods in which all system components must meet or exceed all system performance requirements. The acceptance test plan will describe in detail how the Contractor will measure and report on each of the performance requirements throughout the SAT.				
12.2	If the performance requirements defined in these specifications are not attained during any one of the 30-day periods, the SAT duration may be extended until all performance requirements are met during an agreed-upon duration.				
13.0	**Project Approach - Testing: Final System Acceptance**				
13.1	The Contractor shall submit a request for Final System Acceptance upon successful completion of SAT and the determination that all work has been completed per this Scope of Work and final design.				
13.2	Capital Metro may grant Final System Acceptance only when: • The SAT has been successfully completed and approved by Capital Metro. • All system modules, interfaces, and integrations are delivered, installed, and operational. • All back-office applications and software, including all required reports, are installed and fully functional. • All requisite contract deliverables have been delivered to Capital Metro and accepted. • The Disaster Recovery Plan has been successfully demonstrated and approved by Capital Metro. • All required training has been provided and accepted by Capital Metro. • All required intellectual property has been delivered to Capital Metro or the escrow agent. • Final resolutions to all identified critical issues (as classified by the Test Failure Log Review Board) are fully implemented and accepted by Capital Metro. Capital Metro will issue written certification upon approval of Contractor's request for Final System Acceptance.				
14.0	**Project Approach - Training**				
14.1	Contractor shall provide a comprehensive program to educate and train personnel in all details of the System, enabling them to properly operate, service, and maintain the system and each of its components throughout its useful life.				
14.2	Contractor shall develop and submit for Capital Metro review and approval a Training Plan that documents the design of the program for training personnel and each course to be delivered.				
14.3	The course curriculum will include instruction of personnel in at least the following broad categories using a train-the-trainer model: • Utilization of all financial and procurement modules. • Utilization of all optional modules exercised by Capital Metro, as applicable. • Back-office system administration, configuration, operations and maintenance, reporting, backup, and disaster recovery. • Reporting, including ad hoc report creation, canned report generation, and report utility.				
14.4	The Training Plan will include a schedule for delivery of the training courses. The schedule will consider the sequence of training, hours of instruction, system readiness and proximity to startup, trainee availability, and venue for the training.				
14.5	The Contractor shall provide all necessary training materials and equipment for the delivery of each course discussed in the Training Plan. Training documentation will be separate from the operation and maintenance manuals but may reference them. Recordings of the training shall be provided by the Contractor.				
15.0	**Project Approach - Manuals**				
15.1	The Contractor shall provide instruction manuals that describe and illustrate in detail how to manage, operate, and maintain the System delivered under the Contractor contract. The manuals will include detailed documentation for all equipment, systems, and software.				
15.2	Disaster recovery procedures will be clearly specified in sufficient detail to consider all possible scenarios. Recovery instructions will describe detailed procedures to be followed in the event that system recovery is needed. Detailed data backup and recovery procedures will be provided.				
16.0	**Project Approach - Data Migration**				
16.1	The Contractor shall provide a holistic Data Migration Plan. The plan shall include The Contractor's proposed staffing plan for data migration, migration timelines and processes, data validation approach and timeline, and proposed tools to support the data migration process.				

#	Compliance Term	Comply	Contractor Comments	Capital Metro Response	Test #
16.2	Data migration scope shall include historical data, data warehouse integration, data mapping (legacy to future), and data validation (technical and functional).				
17.0	**Project Approach: Demos and Scripted Demos**				
17.1	The Contractor shall prepare demonstrations of system functionality (should it be necessary for oral presentations). The demonstrations shall take place in a sandbox or test environments and not consist of a static presentation or screenshots.				
18.0	**System Design & Architecture - Common Design Requirements and Guidelines**				
18.1	The Contractor shall provide a cloud based Software as a Service (SaaS) system that is scalable to meet the growing needs of Capital Metro. The ERP system should be designed such that it can handle future increases in transactional volume and increased service.				
18.2	The Contractor shall provide a cloud based system meeting Capital Metro's requirement to accommodate future system upgrades, patches, and fixes that are rolled out centrally by the ERP software provider.				
18.3	The Contractor shall present solution design documents for all discreet components of the ERP system for review and approval by Capital Metro.				
18.4	The Contractor shall develop an application landscape and ERP system architecture diagrams for review and approval by Capital Metro.				
18.5	Users should have the ability to have multiple sessions open simultaneously. This includes sessions within the same environment and sessions across environments (Test, QA and Production).				
18.6	In the event that users have multiple sessions open in different environments, the Contractor shall provide a solution (cosmetic) that allows the user to differentiate between sessions and environments.				
18.7	The Contractor shall provide a cloud based system meeting Capital Metro's requirement for external interfaces as defined in Appendix D.				
18.8	The Contractor shall design solutions for RICEW items in addition to those noted in Appendix D.				
18.9	The Contractor shall design a system capable of accommodating intercompany (due to or due from) transactions. This should be flexible and be able to support this requirement through creation of separate entities, organizations, companies, or funds within the ERP such that a complete self-balancing financial statements and Trial Balance can be generated for each entity, fund or organization.				
19.0	**System Design and Architecture - Master Data**				
19.1	The Contractor shall provide Capital Metro with its approach for the creation and maintenance of master data elements in the ERP system. This includes, but is not limited to: 1. Chart of Accounts 2. Inventory and fixed asset data 3. Contractor data 4. Transactional data 5. Customer Data 6. Departments 7. Service Levels 8. Function				
19.2	The Contractor's approach shall include a process for the creation of master data and the review of the master data and organizational hierarchy of applicable data with Capital Metro personnel, this will include a Master Data Life Cycle Management Process.				
20.0	**System Design & Architecture - Accessibility and ADA Compliance**				
20.1	Contractor shall design the System to be compliant with current accessibility standards, laws, and regulations to ensure that the System meets or exceeds the Americans with Disabilities Act (ADA) and accessibility requirements of federal, Texas State and local governments. Contractor shall ensure compliance of all equipment and system interfaces and create an Accessibility Compliance Plan to document compliance. This plan will be used throughout design and implementation to ascertain that all accessibility and ADA requirements will be met and to track compliance.				
20.2	COMPLIES WITH WCAG 2.0 AA ACCESSIBILITY STANDARDS AND MEETS ALL FOUR SUCCESS CRITERIA.: - All screens are compatible with assistive technologies including screen readers and screen magnification - Screens make proper use of forms mode, include alt tags on all data collection boxes and image fields, and metadata read back is strictly limited. - Properly labelled images and proper use of alt tags is required. - The ability to navigate pages, utilize functionality and traverse layouts without a mouse is required. - Users of assistive technology shall have ways to skip redundant navigation. - Correct headings and labelling structures for pages, forms and data tables. - Readable content with sufficient contrast ratios and font sizing. - Contractor shall provide information about user testing with people with disabilities and the results of such testing. - Software solution shall be compatible will all applicable standards and/regulations regarding accessible information technology resources and (IRIT). In cases where there is conflict between standards the most stringent standard shall be applicable.				
21.0	**System Design & Architecture - Code and Regulation Compliance**				
21.1	Contractor shall design the System to be compliant with relevant standards, laws, and regulations to ensure that the System: • Presents no safety hazards for customers and Capital Metro employees. • Will withstand the rigors of the environments in which the equipment will be installed, and the public use to which it will be subjected. • Provides for the secure storage and transmittal of data. • Is designed using state-of-the-art methods to maximize quality. • Satisfies federal, state, and other requirements for ergonomics and usability. Applicable codes, laws, ordinances, statutes, standards, rules, and regulations include, but are not limited to the list below in 21.2. The latest revisions in effect at the time of Final System Acceptance will apply.				

#	Compliance Term	Comply	Contractor Comments	Capital Metro Response	Test #
21.2	• Americans with Disabilities Act (ADA) • Americans with Disabilities Act Accessibility Guidelines (ADAAG) • Advanced Encryption Standard • ANSI X9.24, Financial Services Retail Key Management • European Norm EN55022, Emissions standards for CE marking • European Norm EN55024, Immunity standards for CE marking • FCC Part 15 Class B – Radio Frequency Devices • FIPS 140-2 • IEEE 802.11 a/b/g/n standard for wireless data communications • IEEE 802.11 i standard for wireless data network security • IEEE 802.11-2016 • International Electrotechnical Commission Standard 529 (IEC529) • ISO/IEC 7810, Identification Cards – Physical Characteristics • ISO 9001 • ISO/IEC-8583 – Financial transaction card originated messages • ISO/IEC 14443 Parts 1 through 4 – Contactless Smart Card Standard • ISO/IEC 18092 / ECMA-340, Near Field Communication Interface and Protocol-1 • ISO/IEC 21481 / ECMA-352, Near Field Communication Interface and Protocol-2 • National Electrical Code (NFPA 70) • National Electrical Manufacturers Association Publication 250-2003 • National Electrical Safety Code (ANSI C2) • National Fire Protection Association (NFPA) 130 • NCITS 322-2002, American National Standard for Information Technology – Card Durability Test Methods • Occupational Safety and Health Administration (OSHA) • Payment Card Industry Data Security Standards (PCI-DSS) • Payment Card Industry Payment Application Data Security Standards (PA-DSS) • Society of Automotive Engineers SAE J1113-13 Electrostatic Discharge • Society of Automotive Engineers SAE J1455 Vibration and Shock • UL Standard 60950, "Information Technology Equipment – Safety" • World Wide Web Consortium, Mobile Web Application Best Practices • Web Content Accessibility Guidelines WCAG 2.0				
21.3	In the case of conflict between the provisions of codes, laws, ordinances, statutes, standards, rules, and regulations, the more stringent requirement will apply.				
22.0	**System Design & Architecture - Information Security**				
22.1	Contractor develop a plan for the processes that will be used to resume operations in the event of a data loss due to a natural disaster or other emergency situation that puts operations at risk. The plan must describe how mission-critical functions will be resumed and how longer-term challenges created by an unexpected loss will be addressed. The Disaster Recovery (DR) plan will conform to the required service level agreement and be consistent with the Business Continuity Plan and recovery time capabilities that will be provided by Capital Metro.				
22.2	Contractor shall propose a physical and logical architecture (e.g. virtualized servers, spare load balancers, etc.) that meets all redundancy capabilities for Capital Metro review and approval at design review.				
22.3	The System will be designed to include the appropriate elements and processes to manage, monitor, and quickly address security issues, consistent with the expectations outlined above, to support the operation of Capital Metro's Information Security Management System (ISMS).				
22.4	Contractor shall prioritize identified application vulnerability/bug fixes. Security fixes must have higher priority than product enhancements.				
22.5	Key Management - Policies and procedures shall be established, and supporting business processes and technical measures implemented, for the use of encryption protocols for protection of sensitive data in storage and data in transmission as per applicable legal, statutory, and regulatory compliance obligations.				
22.6	Contractor shall provide secure coding training for developers. Provide Capital Metro with a description of the Contractor training program for developers, specifically around secure code development practices				
22.7	Code review - Contractor shall provide an overview of their software development lifecycle showing how security is a part of the lifecycle. Specify security tests, how you determine if your code is vulnerable to the common threats facing applications today, such as cross-site scripting or SQL injection, in your quality assurance testing phase. Describe how you track security flaws and flaw resolution.				
22.8	Application security testing – Contractor shall provide an overview of their application testing including annual pen testing, testing by 3rd party, testing by security professional services, and testing that covers the common vulnerabilities as described by OWASP Top 10. Describe the process for vulnerabilities identified and remediations.				
23.0	**System Design & Architecture - System Integration Services and Interfaces**				
23.1	Appendix D of this Scope and Compliance Matrix provides a high level overview of desired integrations for the ERP system. The Contractor shall design a system to allow for multiple internal and external interfaces, including, but not limited to those described in Appendix D.				
23.2	In addition to those defined in Appendix D, Capital Metro desires and expects the new ERP system to provide enhanced functionality. As a result, it is expected that the Contractor's system design will allow for additional interfaces and integrations not defined in Appendix D.				
24.0	**Operations and Maintenance Services - Performance Measurement**				

#	Compliance Term	Comply	Contractor Comments	Capital Metro Response	Test #
24.1	Include within the Warranty and Maintenance Agreement: Back-office availability will be calculated based on the total out of service time for the associated system. Back-office application availability = 1 - (out of service time / total operating time) Total Operating Time is defined as the number of minutes in a day (1440) multiplied by the number of days in the month of measurement, while Out of Service Time is defined as all time during which the System is not in a fully operational state, and includes all time necessary to respond and repair to issues. Scheduled maintenance time is excluded from the calculation. The availability requirement for each System back-office application is as follows: Application availability must meet or exceed 99.99% each calendar month.				
24.2	Back-office accuracy shall be based on the number of incidents where a device or Back-office generated transaction is recorded incorrectly within the associated system. Performance will only be measured for those applications for which Contractor is responsible. The accuracy requirements for the System Back-office applications are as follows: Financial Management application: No more than 2 incidents of inaccurate reporting per calendar month.				
25.0	**System Support - System Implementer**				
25.1 FPR	~~Provide Post-Go Live Support for Capital Metro staff by phone and email for the software system components.~~ **Provide Post ongoing development Support, upon implementation, to CapMetro staff by phone and email for the software system components the system implementer developed, configured or installed as part of this project.** Contractor agrees that onsite field engineering's support and onsite presence may be required by Capital Metro at any time during the term of the contract. 24x7x365 - Tech support within 15 minutes of contact. ~~Severity Level 1 - One or more Capital Metro department's ability to perform mission critical business functions is in jeopardy because the system is not available. All Severity Level 1 issues will be responded to within 15 minutes of contact and a Mean Time to Resolution (MTTR) of 4 hours or less. These outages will be escalated to the contractor's Account Manager if issues are not resolved within 4 hours, the Chief Technical Office if not resolved within 8 hours, and the President/CEO if not resolved within 12 hours of down time.~~ ~~Severity Level 2 - One or more Capital Metro department's ability to perform mission critical business functions is in jeopardy because the system is not available, but a workaround can be established within a reasonable time. All Severity Level 2 issues will be responded to within 15 minutes and a Mean Time to Resolution (MTTR) of 8 hours or less. These outages will be escalated to the contractor's Account Manager if issues are not resolved within 8 hours, the Chief Technical Office if not resolved within 16 hours, and the President/CEO if not resolved within 24 hours of down time.~~				
25.1 (cont) FPR	**Severity Level and associated times:** **1 – Blocker** **Acknowledgement Time:1 Business Hour** **Target Workaround Time: 8 Business Hours** **Target Resolution Time: 48 Business Hours** **2 – Major** **Acknowledgement Time: 2 Business Hours** **Target Workaround Time: 24 Business Hours** **Target Resolution Time: 4 Business Days** **3 – Medium** **Acknowledgement Time: 4 Business Hours** **Target Workaround Time: 3 Business Days** **Target Resolution Time: 6 Business Days** **4 – Minor** **Acknowledgement Time: 1 Business Days** **Target Workaround Time: 5 Days** **Target Resolution Time: 14 Business Days** **Acknowledgement Time: The time period in which Contractor is required to respond to Client Point of Contact with an acknowledgement of receipt and a ticket number for the reported issue and for a Severity 1- Blocker issue that they are starting to investigate issue.** **Target Workaround Time: The amount of time in which Contractor will use commercially reasonable efforts to provide a workaround starting from the time the issue was reported. If a workaround is not available, Contractor will create a plan with Client input to minimize impact to business.** **Target Resolution Time: The amount of time in which Contractor will use commercially reasonable efforts to provide a resolution ready to be validated in test by client starting from the time the issue was reported.**				
25.1 (cont) FPR	**Severity Level and Examples of Issues impacting the system:** **1 – Blocker** • **Issues that prohibit significant percentage (more than 50%) of end users, from logging on to the system.** • **System failure that prevents all users from completing their tasks in the system because they cannot access all or most functionalities in the system** • **Failure of any software component that is part of the system** **2 - Major** • **Issues that prohibit the multiple end users – greater than 15% of end users, from logging on to the system.** • **Significant dashboard and reporting inaccuracies due to new errors or the system behaving differently to the way in which it normally behaves at the start of this support contract.** • **Failure of integration.** **3 - Medium** • **Non-financial or non-operational reporting inaccuracies** • **Existing data export process fails to execute** • **Inability to use certain feature which doesn't prohibit the user from using the tool in general** **4 – Minor** • **Minor calculations errors, cosmetic defects** • **Feature functions but fails on data variation.** **For Blocker severity level issues, Contractor shall provide Client regular updates every three business hour until a Workaround has been provided.** **All issues are handled during normal business hours: 8 a.m. to 5 p.m. Central Time, Monday-Friday, excluding U.S. National Holidays.** **Product Support: The system implementor will act as the liaison between CapMetro and technology vendors including, but not limited to, the software and hosting service/product suppliers for the technology used in the solution.**				

Capital Metro ERP System - Requirement Traceability Matrix (CORE FUNCTIONS)

Instructions: Please select the appropriate response via drop down in Column H, adding notes as applicable in column I. Columns J through P will be completed during project execution.

Req. ID	Count	Process Level 0 Name	Process Level 1 Name	Process Level 2 Name	Requirement Details	Req. Priority	Contractor Response	Notes	System Component(s)	Software Module(s)	Test Case Number	Tested In	Implemented In	Verification	Additional Comments
PPM_1	tbd	Finance	Projects and Portfolio Management	PPM Integration	Contractor will implement native portions of project accounting and project management within the ERP solution, while at the same time, assisting with the Authority's more robust Project Portfolio Management system (PPM) system goals.										
PPM_2	tbd	Finance	Projects and Portfolio Management	PPM Integration	The Authority will procure a PPM with predictive analytics to help ensure enterprise-wide strategy-to-execution alignment and adaptation. The PPM will replace the current Enterprise Project Portfolio Management (EPPM) tool which uses Microsoft Project Online and integrations with other systems currently in use, most importantly Microsoft Dynamix AX. The new PPM system will be required to integrate seamlessly with the selected ERP system.										
PPM_3	tbd	Finance	Projects and Portfolio Management	PPM Integration	Contractor will provide assistance to the Authority in researching and making a selection of a PPM system that will integrate well with the ERP system. Contractor will provide the Authority with research as to the potential benefits and risks of different PPM systems in relation to integration with the ERP system, and will contract for the PPM system purchase and 3rd-party PPM integration services that the Authority selects. Contractor will invoice the Authority for the contract as a direct pass-through cost. Ownership and licensing for the system shall be the Authority. Under Capital Metro capital project ITS2207, the Authority will provide the Capital Metro project management governance, project management services and project team to collaborate with the third-party contractor and Contractor for the PPM system implementation and PPM-ERP integration.										
PPM_4	tbd	Finance	Projects and Portfolio Management	PPM Integration	Contractor will provide an API to support integration with the selected PPM system and will work closely with the selected 3rd party PPM system provider to ensure successful integration.										
PPM_5	tbd	Finance	Projects and Portfolio Management	PPM Integration	Contractor will collaborate with the Authority and 3rd party PPM system provider to complete the PPM system integration in parallel with ERP implementation go-live. However, as time is of the essence for the October 1, 2022, ERP core financial go-live, the PPM-ERP integration cannot interfere with ERP core financial go-live. At the same time, the Authority's PPM system must go-live with the PPM-ERP system integration as quickly as possible due to the Authority's reliance on the current EPPM system that has integrated financial data. If the parties must delay the PPM-ERP system integration and go-live, the Contractor will collaborate with the Authority and 3rd party and PPM system provider to ensure successful PPM-ERP system integration go-live as soon as practicable after ERP system go-live, and in no case will it be delayed greater than three months after ERP core financial go-live. If a delay occurs beyond three months after ERP core financial go-live due to circumstances outside the Contractor's direct control, such as delays caused by the Authority or 3rd-party contractor, the Authority will develop a contract modification to increase the contract time to accommodate successful go-live and close out.										
FIN_167	167	Finance	Projects and Portfolio Management	Project Initiating	The system is able to create standardized, automated project proposals with corresponding data, content and business rules that can be approved converted into active projects through auditable workflow processes throughout the project management / lifecycle.										
FIN_168	168	Finance	Projects and Portfolio Management	Project Initiating	The system is able to create and manage project proposals across fiscal years supporting a variety of project types such as capital, operating and work-orders (non-capital expenditures).										
FIN_169	169	Finance	Projects and Portfolio Management	Project Initiating	create project proposals that can be assign multiple projects to a grant and multiple grants to a project										
FIN_178	178	Finance	Projects and Portfolio Management	Project Initiating	The system is able to rank and provide portfolio project prioritization for projects, programs and proposals on one or more sets of user-defined criteria for selection criteria.										
FIN_179	179	Finance	Projects and Portfolio Management	Project Initiating	The system is able to rank and provide portfolio project prioritization for projects, programs and proposals on one or more sets of criteria for program or portfolio optimization on-demand throughout the year.										
FIN_180	180	Finance	Projects and Portfolio Management	Project Initiating	The system is able to provide analysis and prioritization activities that includes user-defined drivers, prioritization of drivers, and analyzation by drivers.										
FIN_181	181	Finance	Projects and Portfolio Management	Project Initiating	The system has the ability to choose some or all of the portfolio projects to be analyzed by budget constraints (e.g. by current fiscal year, five-year CIP, funding resource).										
FIN_182	182	Finance	Projects and Portfolio Management	Project Initiating	The system is able to define dependencies among projects and programs, for example, project X may only be selected if project Y is selected.										
FIN_188	188	Finance	Projects and Portfolio Management	Project Initiating	The system is able to group projects into portfolio.										
FIN_189	189	Finance	Projects and Portfolio Management	Project Initiating	The system is able to adjust project processes based on the size and/or type of the project (e.g., total project amount, project length).										
FIN_192	192	Finance	Projects and Portfolio Management	Project Planning	The system is able to support the development of a project management plan that includes: a scope management plan, a project team / resource management plan, a schedule management plan that includes creation of a work breakdown structure (WBS), a budget / financial management plan that references the detailed schedule and milestone payment plan, a communications management plan, a risk management plan, a procurement plan, a document control plan, a quality management plan that includes establishment of system components and integration test plan, system metrics and metric checklists, and an operations maintenance plan.										
FIN_193	193	Finance	Projects and Portfolio Management	Project Planning	The system is able to establish project communications processes (included in the communications plan in the project management plan) that would include the stakeholder register (established in Initiating), project kick-off and documentation and auditable workflow for stakeholder acceptance for the project charter and roles and responsibilities.										
FIN_198	198	Finance	Projects and Portfolio Management	Project Execution	The system is able to create and maintain an organizational hierarchy within the PPM tool or through integration to external directories.										
FIN_199	199	Finance	Projects and Portfolio Management	Project Execution	The system is able to track and manage project dependencies to other projects and programs.										

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ID	#	Dept	Module	Sub-module	Requirement
FIN_200	200	Finance	Projects and Portfolio Management	Project Execution	The system is able to project scheduling to include cost load / Estimates At Completion, actual costs, remaining costs, encumbrances, fiscal month, fiscal quarter, fiscal year, % complete, start, finish, actual start, actual finish, predecessors, successors resource loading, resource leveling, critical path, Gantt charts, PERT charts, manual or auto scheduling.
FIN_203	203	Finance	Projects and Portfolio Management	Project Execution	The system is able to leverage user-configured project checklists, capture and track previous task orders, capture unspent budget dollars from the previous fiscal year and automatically roll over to the next fiscal year
FIN_207	207	Finance	Projects and Portfolio Management	Project Execution	The system is able to facilitate their use of external Contractors by allowing external users to provide data including task and status updates to schedule, risks, action items and issues list
FIN_210	210	Finance	Projects and Portfolio Management	Project Execution	The system is able to automatically track status throughout the development life cycle, maintain project and grant budget and actual data at the project and general ledger levels and support automated reporting of project status to responsible official(s), department heads, and staff, and view and drill-down into project budget historical data.
FIN_213	213	Finance	Projects and Portfolio Management	Project Execution	The system is able to provide user configurable notifications in workflow that can include historical data and solicit an advise on next steps and an indication that user that is responsible for the action.
FIN_216	216	Finance	Projects and Portfolio Management	Project Execution	The system is able to support project quality management through the revision and updating of project design documents, the development of acceptance test procedures and the tracking of test failures.
FIN_217	217	Finance	Projects and Portfolio Management	Project Monitoring & Controlling	The system is able to provide portfolio balancing, project and program benefit maps, prioritization/ranking and optimizing the portfolio as needed throughout the year, what-if analysis with associated reports and dashboards. The system has the ability to accommodate project prioritization and balancing against available funds and resources (looking forward 5 years) as part of the annual budgeting process.
FIN_218	218	Finance	Projects and Portfolio Management	Project Monitoring & Controlling	The system is able to rack the project scope to maintain and update the project management plan, verify deliverables, update the Requirements Traceability Matrix, monitor and update the project schedule, baseline and multiple baselines (with historical tracking) to re-baseline the project schedule if needed, maintain an original plan and multiple versions as project processes
FIN_221	221	Finance	Projects and Portfolio Management	Project Monitoring & Controlling	The system is able to monitor project quality, document inspections and testing results, resolve test failures and manage punch lists.
FIN_222	222	Finance	Projects and Portfolio Management	Project Monitoring & Controlling	The system is able to maintain and update an actions / issues log, risk registry, and documentation for project team meetings and steering committee meetings and produce regular status reports.
FIN_225	225	Finance	Projects and Portfolio Management	Project Closing	The system is able to automate the project closeout checklist and store closeout data within the system; ability to provide access to users to view and edit the closeout checklists during the closeout process.
FIN_228	228	Finance	Projects and Portfolio Management	Project Closing	The system is able to record lessons learned and support historical database to allow the project and portfolio continuous improvement for future projects
FIN_229	229	Finance	Projects and Portfolio Management	Project Closing	The system is able to rack the project closeout process and document the activities and approvals with a dynamic workflow system.
FIN_230	230	Finance	Projects and Portfolio Management	Project Closing	The system is able to generate Project Manager notifications when project is undergoing closeout and provide users a historical overview of the project in closeout.
FIN_232	232	Finance	Projects and Portfolio Management	Reporting	The system is able to provide out-of-the-box and custom reports and dynamic user-configurable dashboards and score-carding for projects, programs and portfolios. The system has the ability to accommodate on-demand creation of dashboard reports for project, program and portfolio health checks and provide what if and trend analysis across all features and functions.
FIN_233	233	Finance	Projects and Portfolio Management	Reporting	The system is able to produce ad hoc queries and reporting capability on-demand to include a view multi-year targets and a long range (20 year) financial plan derived from the strategic plan and provide a "roll up view" for annual reporting purposes.
FIN_234	234	Finance	Projects and Portfolio Management	Reporting	The system is able to report on grant activity by GL accounts and generate the project compliance report, secondary proposal report and the project manager plan.
FIN_235	235	Finance	Projects and Portfolio Management	Reporting	The system is able to provide calculated Percentage of Completion (PoC) and support reporting of equipment charges (organization owned or rented).
FIN_236	236	Finance	Projects and Portfolio Management	Reporting	The system is able to track and report on projects completed or expected to be completed in the next year by user defined periods (e.g. monthly, quarterly, yearly). Ability to accommodate the viewing of projects by award or award by projects.
FIN_237	237	Finance	Projects and Portfolio Management	Reporting	The system is able to track and generate project reimbursements during the fiscal year to support the Schedule of Expenditures of Federal Awards (SEFA)
FIN_238	238	Finance	Projects and Portfolio Management	Reporting	The system is able to produce and include project expenditures comparative reports at project closeout.
FIN_239	239	Finance	Projects and Portfolio Management	Reporting	The system is able to track project related key performance indicators (KPIs) and metrics such as Earned Value Analysis (EVA) to facilitate the tracking of project processes.
FIN_240	240	Finance	Projects and Portfolio Management	Data Migration and Linking	The system is able to provide for the migration of all project data that resides in current systems including financial information / transactions and to link Authority SharePoint associated documentation to the system.
FIN_243	243	Finance	Project Management and Accounting	Project Creation & Approval	The system is able to create a budget for a project, track the budget vs. actuals from the inception date, create a project forecast along fiscal year or other than fiscal year basis, create budgets for a project (e.g., monthly, fiscal year, calendar year, custom period), create custom project checklists, and support assignment of multiple projects to a grant and multiple grants to a project.
FIN_255	255	Finance	Project Management and Accounting	Capitalize and Close Project	The system is able to track and generate a report that details outstanding invoices due based on user-defined criteria (e.g., pre-defined time period, project, contractors, partners) to support reimbursements due from contractors and partners.
FIN_256	266	Finance	Project Management and Accounting	Manage Project Billing and Revenue	The system is able to report on grant activity by general ledger account(s), review unbilled project expenditures, including intercompany billings, and report on projects by award or award by projects. The system should include user-defined views and ad hoc reporting.
FIN_267	257	Finance	Project Management and Accounting	Manage Project Billing and Revenue	The system is able to support user-defined project analytics, including a Earned Value Analysis (EVA), forecasts and scenario analysis.
FIN_259	259	Finance	Project Management and Accounting	Period End Close, Reporting and Analytics	The system is able to close project purchase orders and project codes, validate deliverables against contract requirements and acceptance criteria, and produce and include project expenditures comparative reports at project closeout.
FIN_261	261	Finance	Project Management and Accounting	Capitalize and Close Project	The system is able to track the project closeout process and document the activities and approvals with a dynamic workflow system.
FIN_183	183	Finance	Projects and Portfolio Management	Project Initiating	The system is able to create what-if scenario planning and analysis to support decision-making.
FIN_186	186	Finance	Projects and Portfolio Management	Project Initiating	support project risk assessment and risk mitigation planning, including the quantification of project risk
FIN_194	194	Finance	Projects and Portfolio Management	Project Planning	The system is able to execute procurement through Notice to Proceed, create requisitions for capital items that will automatically be created in the financial module, manage contract performance and capture contract number, contracting entity, bid results, awards details, contract bid terms, retainage by contractor, start / end dates, and associated account numbers (e.g., general ledger, banks, and sync with all modules accordingly.)
FIN_231	231	Finance	Projects and Portfolio Management	Project Closing	The system is able to generate, print, attach and forward compliance reporting templates and provide access to detailed report information through on screen report interactive drill-down from within reports.
FIN_004	4	Finance	Accounts Receivable	Billing Management	The system has the ability to credit bill and reverse the original invoice, copy invoices, reprint invoices, process sales order returns, send invoices electronically and identify electronic invoices not successfully transmitted, send email reminders to appropriate users when invoicing triggers are met, and upload external transactions from other source systems.
FIN_005	5	Finance	Accounts Receivable	Billing Management	The system has the ability to create, print, and reprint individual monthly statements or consolidated customer statements and distribute these statements electronically.

FIN_008	8	Finance	Accounts Receivable	Cash Applications	The system has the ability to automate the processing of all payment application scenarios (e.g., full payments, partial payments, overpayments, miscellaneous payments) and receipts not associated with a specific receivable (e.g., miscellaneous, non-AR cash), and customer / Contractor netting. The system should be able to create chargebacks and credits, automatically apply payments to open items based on a user-specified set of system delivered rules (e.g., applying multiple invoices to open balance) and accommodate additional form of payment (e.g., manual check drop off, lockbox).							
FIN_011	11	Finance	Accounts Receivable	Collections Management	The system has the ability to perform collection activity according to business rules, manually match payments to open balances, perform escalation and follow ups and produce analytical reporting of this process.							
FIN_012	12	Finance	Accounts Receivable	Collections Management	The system has the ability to send overdue letters to customer based on configuration settings, generate reports or return query results of invoices billed, paid, or voided within a user-defined timeframe, track customer communications using conversation functionality and document customer communication regarding an invoice and associate it with the specific invoice.							
FIN_018	18	Finance	Accounts Payable	Invoice Processing & Payment	The system has the ability to receive, validate, approve and post invoices that would include budget checking of funds prior to payment with override capability, and tracking of grant and project withdrawals. The system should support the ability to match the payables supporting documents (e.g., purchase requests converted to purchase orders), purchase order, voucher, receipt document (including fuel receipts) using three way matching, track retainage through general ledger codes that can be offset when payments are processed and book intercompany transactions automatically. The system should be able to add scan/ images of documents (including utilizing Optimal Character Recognition OCR) with the entry of an invoice, payment and other data entry points, support free form text fields and show as paid with payment cleared date. The system should also support advance payments for travel, the tracking of capital expenditures and direct fixed asset and construction in process postings, automate the recording of expenses and expenditure liabilities at receipt, and close accounts payable subledger independently of other subledgers or general ledger. A set of workflow processes that are configurable based on organization, department, amount and account should be available to support the routing of invoices for electronic approval.							
FIN_019	19	Finance	Accounts Payable	Invoice Processing & Payment	The system has the ability to manage invoice exceptions including the ability to flag a fund or Contractor so that no payments can be disbursed and to manage accruals as receipts/invoices are entered but not paid.							
FIN_021	21	Finance	Accounts Payable	Invoice Processing & Payment	The system has the ability to provide for electronic invoice acceptance and posting via the Contractor portal, XML, EDI, web services or other technology, including electronic signatures, and integrate with bank systems to provide access to banking records in real-time.							
FIN_022	22	Finance	Accounts Payable	Invoice Processing & Payment	The system has the ability to allow for Return to Contractor (RTV) requests to be staged in the AP voucher data and supports invoice one-step reversals, cancellation or reversal of payments and unidentified receipts in a single step.							
FIN_023	23	Finance	Accounts Payable	Invoice Processing & Payment	The system has the ability to attach/view multiple document images to the check request record with drill down capability to initial source transaction/document and to support document imaging with an ability to attach electronic documents for review.							
FIN_024	24	Finance	Accounts Payable	Invoice Processing & Payment	The system has the ability for duplicate invoice checking for invoice number and supplier (Contractor) identification (ID) number and to support invoice inquiries using multiple filter attributes. The system should be able to support the business rules and edits that guide invoice validation prior to submittal and inquiries through self-service for Contractors or employees (e.g., invoice payment status available on Contractor portal).							
FIN_025	25	Finance	Accounts Payable	Invoice Processing & Payment	The system has the ability to ability to define an user definable accounting template to default standard transaction accounting such as accounts payable, freight, sales tax, and discount accounts and the calculation of net due date, discount due date, and discount amounts.							
FIN_026	26	Finance	Accounts Payable	Invoice Processing & Payment	The system has the ability to allow for a global defaulted payment terms that could be driven from the invoice date (e.g., payment methods, payment bank accounts) and supports discounts, down payments, partial payments and payments being held.							
FIN_028	28	Finance	Accounts Payable	Travel & Expense	The system has the ability to pay expenses via AP with workflow options (e.g., ability to apply rules / logic-based rules and route expenses differently) and expense entry method using installation / setup options. The system should be able to support a dynamic workflow configuration process that allows authorized business users to make changes in business rules (e.g., dollar thresholds, approvers) that can then be approved. The AP process should also support integration with a travel booking tool.							
FIN_029	29	Finance	Accounts Payable	Travel & Expense	The system has the ability for employees to seek advance expense approval and secure expenses advances and then initiate expense reimbursement using the system or Smartphone/Mobile submissions including Per Diem expenses and electronic documents (e.g., receipts) for review. Ability to delegate another user to enter Expense Report on other's behalf. Ability to split receipts on Expense Report.							
FIN_032	32	Finance	Accounts Payable	P Card Administration	The system has the ability to manage procurement card (P Card) set up, P Card expenditure business rules, administration and reporting.							
FIN_033	33	Finance	Accounts Payable	P Card Administration	The system has the ability to manage procurement card (P Card) transactions and to provide P Card transaction analysis.							
FIN_034	34	Finance	Travel and Expense	Expense Management	The system has the ability for employees to initiate reimbursement for their travel or business expenses using the system or accessing through a Smartphone application, easily access expense policies at the time of expense entry, support expense report preparation through "how-to" or "help" features, support expense report preparation through mileage calculators, per diem tables and location calculators that leverage locations and booking tools, meet GSA and IRS mileage and expense requirements, delegate another user to process an expense report on another's behalf, split expenses on the expense report to different accounting codes, and review expenses through workflow options (e.g., apply business rules / logic-based rules and route expenses differently, expense classifications requiring special approvals).The system should be able to provide user-defined fields, allow configurable notifications, and link and attach relevant documents to the workflow process.							
FIN_036	36	Finance	Travel and Expense	Expense Management	The system has the ability to define expense types and link types to default account numbers, automate expense management interface with general ledger with drill down drill down capabilities to view travel/expense details, enable per diem expenses, attach electronic receipts, and support spending limits / controls for business travel (e.g., hotel limits, meal limits, gift cards, alcohol) with hard and soft stops.							
FIN_037	37	Finance	Travel and Expense	Expense Management	The system has the ability to detect duplicate expense submissions (e.g., duplicate flights in multiple expense reports) and to audit expense reports with sorting and filtering capabilities							
FIN_038	38	Finance	Travel and Expense	Expense Management	The system has the ability for an integrated employee expense audit function in real-time to review employee expenses and payments. This audit function should be supported by system reporting and analytical capabilities.							
FIN_039	39	Finance	Travel and Expense	Integration	The system has the ability to integrate real-time with the Accounts Payable module to automate the process of paying employees for non P-Card expenses (e.g., per diem).							
FIN_041	41	Finance	Travel and Expense	Integration	The system has the ability to define employee bank accounts for employee reimbursements and the reimbursement payment methods in real-time for employees or non-employees (e.g., contactors) to include direct deposit, ACH or system check.							
FIN_044	44	Finance	Travel and Expense	P-Card Administration	The system has the ability to manage P-Card set up, P-Card expenditure business rules, administration and reporting and the capability to validate GL account, expense type and budget at the time of entry.							
FIN_045	45	Finance	Travel and Expense	P-Card Administration	The system has the ability to approve and reconcile P-card transactions and to provide P-Card transaction analysis							
FIN_046	46	Finance	Travel and Expense	P-Card Administration	The system has the ability to integrate real-time with P-Card provider to automatically import and reconcile card transactions and expenses							
FIN_048	48	Finance	Cash Applications	Payment Processing	The system has the ability to automate the journal entries upon invoicing / receipt of payment and create tagging rules with override capability by user, bank account, or overall system to direct where the cash transactions are posted to the general ledger.							

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FIN_049	49	Finance	Cash Applications	Payment Processing	The system has the ability to automatically post all transfers to a system cash worksheet, with identification numbers for tracking and reconciliation purposes. This system cash sheet should facilitate reconciliation of wire and ACH transactions back to the system.
FIN_051	51	Finance	Cash Applications	Payment Processing	The system has the ability to provide a list of daily, weekly, monthly wire transfers including dates, general ledger numbers, account names, support documentation, amount of funds that can be exported.
FIN_052	52	Finance	Cash Applications	Payment Processing	The system has the ability to attach and link documents to miscellaneous cash transactions and record / deposit unidentified payments to a clarification account for later application.
FIN_053	53	Finance	Cash Applications	Payment Processing	The system has the ability to book accruals at month-end for cash transactions that occur at the beginning of the following month.
FIN_054	54	Finance	Cash Applications	Payment Integration	The system has the ability to integrate cash management and the Accounts Receivable module with other relevant modules in real-time (e.g., Cash, General Ledger, Accounts Payable, BI, Grants, Projects).
FIN_056	56	Finance	Cash Applications	Reconcile Payments	The system allows users to query the cash receipt source and receipt class.
FIN_057	57	Finance	Cash Applications	Reconcile Payments	The system has an ability to perform automated three way match reconciliations between the general ledger and bank account through a daily reconciliation process and to match up credit card fund receipts to reports/information obtained from the credit card merchant provider's system.
FIN_058	58	Finance	Cash Applications	Reconcile Payments	The system has the ability to support the automated preparation and completion of the monthly bank reconciliation after month-end close is completed with user-defined reconciliation reports available for this process.
FIN_059	59	Finance	Cash Applications	Reconcile Payments	The system has the ability to interface with core account reconciliation systems to upload the reconciliation work directly into the system. The system should be able to support bank and cash reconciliations (e.g. reconciliation tool).
FIN_060	60	Finance	Budget	Budget Planning and Forecasting	The system has the ability to link budgeting models with specific financial targets and dollar amounts from the strategic/financial plan by divisions, departments, service lines, cost centers, and standard FTA cost categories so that the budget can be used for comparison against actual results. The system should support version control, calculation capabilities and business rules engine functionality that can pre-populate or seed these budgeting models. The system should also support fuel hedging processes and rolling forecast processes based on business requirements (e.g., ability to forecast a rolling fixed number of periods).
FIN_061	61	Finance	Budget	Budget Planning and Forecasting	The system has the ability to copy volumes, rates, and amounts from prior years or other scenarios, and refresh budget forecasts for revenue, workforce, capital project, expense, balance sheet & cash flow changes, including the analysis of multiple budget scenarios simultaneously and loading of headcount "targets" and "vacancy factors."
FIN_062	62	Finance	Budget	Budget Planning and Forecasting	The system has the ability to integrate with portfolio management module and to be able to prioritize projects based on various budget indicators
FIN_063	63	Finance	Budget	Budget Development	The system has the ability to support departmental / user budget development that provides user-friendly input processes (e.g., budget input forms, Excel-like data entry, user dashboards), and allocate budget across cost centers, service lines, divisions, departments, FTA standard cost categories, projects and grants based on new or updated revenue projections / salary projections / budget figures. This budget allocation process should accommodate changing business requirements and regulatory needs. The system should be able to have budget development calendar capabilities and allow end-users to input comments relating to each budget, CIP or operational line accordingly.
FIN_064	64	Finance	Budget	Budget Development	The system has the ability for top down and bottom up, variable / fixed budgeting and zero based budgeting approaches. Ability to drill into prior year expenses when working within cost center GL (bottom up) and detail reconciles to the total.
FIN_065	65	Finance	Budget	Budget Development	The system has the ability to adjust budgets and budget line items and set up budget limits during budget development, with accompanying workflow approvals and notifications' system should also support rolling forecast processes based on business requirements (e.g., ability to forecast a rolling fixed number of periods)
FIN_066	66	Finance	Budget	Budget Development	The system has the ability to generate and manage multi-year budgets that may be saved and stored for future use and analysis, including the ability to generate multiped simultaneous "budget scenarios" and "what if" analysis.
FIN_067	67	Finance	Budget	Budget Management	The system has the ability for end users and department heads (budget managers) to review and the preliminary budget online, suggest or submit balanced budget transfer requests (e.g., decrease in another budget to increase a budget line) and make changes within designated workflow that are immediately calculated and viewable. The system should be able to provide an interface to upload budget transfers in an automated feature as well as being able to make manual adjustments as necessary.
FIN_068	68	Finance	Budget	Budget Management	The system has the ability to track the current status of budgets vs. actuals from the budget inception date until the data is achieved, establish budget limits on account categories (e.g., salary/benefit lines, operational support lines, projects), track changes to budget (e.g., time/date of change, person making change) for up to 5 years after event, provide an audit log of changes, and require justification when changes are made manually by user over a certain dollar or %.
FIN_069	69	Finance	Budget	Budget Management	The system has the ability to allow end-users to input budget narratives and ability to add text.
FIN_070	70	Finance	Budget	Budget Management	The system has the ability to do mass changes.
FIN_071	71	Finance	Budget	Budget Management	The system has the ability to track and manage encumbrance amounts (including amounts that may cross a fiscal year) and applicable controls, such as budget stops and limits per business rules to facilitate the accrual process.
FIN_072	72	Finance	Budget	Budget Management	The system has the ability to track fund balances, cost allocation model for operating costs and revenue, FTE charts, and service statistics: miles, ridership etc.
FIN_078	78	Finance	Budget	Capital Budget Planning and Forecasting	The system has the ability to provide a capital budgeting system with a single point of entry for all annual capital budgeting requests that is integrated in real-time with the Operating Budget and Long Range Planning (20 years) that incudes additional periods (e.g., one year).
FIN_079	79	Finance	Budget	Capital Budget Planning and Forecasting	The system has the ability to allow budgets to be available for more than one year (carry forward) and support multi-year budgets and multi-funding pools.
FIN_081	81	Finance	Budget	Capital Budget Management	The system has the ability to track actual capital spending by project vs. budget from inception date, configure business rules for capital vs. non-capital assets (e.g., strategic vs. routine), enter up-to-date project forecasts and provide analytic features to manage Capital Budgeting (e.g. real-time metrics and reports, configurable dashboards)
FIN_082	82	Finance	Planning	Review & Develop Strategic Plan	The system has the ability to perform strategic analysis by aggregating and organizing data that is spread across independent departments and provide processes for the review & refinement of stakeholder expectations. The system should be able to set multi-year targets and a long range (20 year) financial plan derived from the strategic plan. .
FIN_086	86	Finance	Planning	Review & Develop Strategic Plan	The system has the ability to distribute data driven insights for the business to action and facilitate meetings with business partners to consolidate business inputs.
FIN_087	87	Finance	Planning	Review & Develop Strategic Plan	The system has the ability to track fund balances, cost allocation model for operating costs and revenue, FTE charts, and service statistics: miles, ridership etc.
FIN_088	88	Finance	Planning	Operational Plans	The system has the ability to provide standard templates for the development of revenue, workforce, capital and project plans that can be presented to executive stakeholders for formal review and approval. These system templates should be able to incorporate financial and volume data, quantity x price, fixed price, purchased transportation/ fuel and variable prices.
FIN_089	89	Finance	Planning	Operational Plans	The system has the ability to provide real-time plan alignment by integrating operational and project details (e.g., capital, expense, labor) for transactional details and linking to forecast models by business unit / department, segment, product or appropriate forecast unit.
FIN_096	96	Finance	General Ledger	System Governance	The system has the ability to provide "invoiced not received" reporting for exception matching and "receipts not invoiced" reporting for accruals.
FIN_097	97	Finance	General Ledger	Technical Accounting	The system has the ability to support encumbrance accounting during the procurement cycle (pre-encumbrance, encumbrance, expenditure/expense)
FIN_098	98	Finance	General Ledger	Technical Accounting	The system has the ability to provide for flexible closing rules based upon specific accounting segments (e.g., intercompany, projects, grants)

FIN_099	99	Finance	General Ledger	Technical Accounting	The system has the ability to provide real-time integration between AP and GL, AR and GL, Fixed Assets and GL, Project Management and GL, Grants Management and GL, Inventory and GL, Cash Management / Treasury and GL and the Payroll module and GL.						
FIN_001	1	Finance	Accounts Receivable	Customer Set Up	The system has the ability to use existing system data where it exists to establish customer profiles and leverages customer profile classes to group customers with similar credit worthiness, business volume, and payment cycles. Customer class set up should accommodate information such as credit limits, payment terms, statement cycles, invoicing, discount information, finance charge amount limits and statements, dunning, and statements. The system should be flexible enough to accommodate user defined attributes specific to individual customer accounts and to integrate in real-time with the processing Continuous Linked Settlement (CLS) application. Workflow should be available for routing customer profile changes invoices and remaining customer balances and workflow must be configurable based on organization, department, amount and account.						
FIN_002	2	Finance	Accounts Receivable	Billing Management	The system has the ability to generate customer invoices based on the terms of the contract, (e.g., date, milestones, bulk buy discounts), contract billing, generate customer invoices based on an established processing time (e.g., 30 days), generate sales order invoices, and create recurring bills on a user-specified frequency where the amount may vary on each invoice. Workflow should be available for routing invoices for electronic approval and should have the ability to demonstrate the date that the invoice was sent to the customer. The system should be able to integrate sales order invoices with payable, receivables and inventory functionalities in real-time.						
FIN_107	107	Finance	General Ledger	Period End Reporting	The system has the ability to inquire on journal entries using a delivered page and to inquire on specific ledgers for ledger activity and balances. The system should be able to create and manage a period-end close calendar and checklist with task dependencies (including hotlinks and drill-down capabilities to see dependencies) with the ability for escalation that is part of the workflow. The calendar can be viewed comprehensively. The system should be able to produce driven dates that can be reported in a dashboard or by email. The system is able to track changes made by user.						
FIN_108	108	Finance	General Ledger	General Ledger Close	The system has the ability to support fiscal year adjusting period outside of core 12 month fiscal cycle (e.g., 13 periods).						
FIN_109	109	Finance	General Ledger	General Ledger Close	The system has the ability to see "available balance" of any revenue, expenditure, or expense GL account (including unposted, posted, encumbered, and year-to-date)						
FIN_110	110	Finance	General Ledger	General Ledger Close	The system has the ability to compare amounts in the general ledger accounts with the amounts in the related subsidiary records and create reports for those accounts that are out of balance. The system should also provide an option to not allow for ledgers / sub-ledgers to be out of balance and validate a chart of account string for all financial transactions..						
FIN_111	111	Finance	General Ledger	General Ledger Close	The system has the ability to create and capture audit trails on additions / changes / deletions of financial transactions based on user defined key fields (configurable to organizational specifications).						
FIN_112	112	Finance	General Ledger	General Ledger Close	The system has the ability to accommodate prior period and prior year adjustments, with the ability to secure and lock down these adjustments. The user needs to be able to update Retained Earnings / Fund Balance Equity and re-run the close process.						
FIN_113	113	Finance	General Ledger	General Ledger Close	The system has the ability to allocate General Ledger account balances to non-General Ledger attributes (e.g. interest income to multiple investments), allow the user to define a default allocation method that will be applied to all transactions in the allocation pool, derive allocation calculations using sub-ledger data points, validate allocation calculations through multi-step process, and retain allocation maintenance tasks in the system (e.g., update allocations, rerun allocations).						
FIN_114	114	Finance	General Ledger	General Ledger Close	The system has the ability to create allocations that can be recorded down to any segment of the Chart of Accounts and then create journal entries automatically as result of these allocations, create journal entries automatically as a result of allocations, schedule and automatically execute an allocation based on specified dates, and programmatically generate allocations based on statistics (i.e. headcount or revenue).						
FIN_115	115	Finance	General Ledger	General Ledger Close	The system has the ability to generate year-end closing entries which zero out all revenue and expense/expenditure accounts, posts the net loss / gain to retained earnings, and carries forward the balance on balance sheet accounts.						
FIN_116	116	Finance	General Ledger	Pre Close Activities	The system has the ability to perform on-line "drill downs" from general ledger summary balances to detail transactions and referenced documents.						
FIN_117	117	Finance	General Ledger	Pre Close Activities	The system has the ability to close modules/ledgers (including multiple ledgers simultaneously) at pre-defined times while others remain open for period processing (e.g., close AP prior to closing GL) and to process manual journal entry adjustments to any open accounting period. The system should be able to manage the month-end close process so that account balances at month end are balanced and adjusted and reports produced that are representative of the Authority's true financial position.						
FIN_118	118	Finance	General Ledger	Pre Close Activities	The system has the ability to automatically create balancing journal entries by business unit, audit journal transactions by person, date, and time, enter journal entries by statistical accounts/codes, provide comments detailing the error at transaction line level for lines in error in a journal (transaction attributes).						
FIN_119	119	Finance	General Ledger	Pre Close Activities	The system has the ability to allow for journal entries to be reversed (e.g., posted in error), journal entries to be deleted if not posted to the general ledger accordingly, and prevent journal entries from being deleted if the journal once posted to the general ledger. The system should be able to validate journal entries for accuracy as they are entered based on business rules.						
FIN_120	120	Finance	General Ledger	Pre Close Activities	The system is able to provide users with notifications when there are journal entries pending for their review.						
FIN_121	121	Finance	General Ledger	Pre Close Activities	The system has the ability to automatically initiate, monitor, notify, reroute and secure approval of transactions within the JE approval workflow based on business rules (e.g., journal entry type, specified amount, relevant manager. The journal entry should post after the final approval. These workflows should enforce approval hierarchy, allow reclassification requests for journals already posted and automatically escalate JE approval workflow based on time periods or other business rules. This workflow should provide journal entry approvals notifications by email and via worklist.						
FIN_122	122	Finance	General Ledger	Pre Close Activities	The system has the ability to upload journal entries from flat files or from spreadsheets (e.g., Excel) subject to the same validation requirements. The system should be able to provide templates that support copy and paste capabilities.						
FIN_123	123	Finance	General Ledger	Pre Close Activities	The system has the ability to save JEs in a pending status, save documents descriptions and JE initiators within the JE, attach supporting documents and notes, copy JEs from current / prior period JEs and to accept JE requests from users outside of the designated departments. The system is able to provide users access to attachments before JE's have been approved to post. The system should be able to post JEs with a reference number to allow for cross referencing when the JE is regarding a grant and support journal entry categories to sort entries or search of entries under specific identifiers.						
FIN_124	124	Finance	General Ledger	Pre Close Activities	The system has the ability to support journal entry (JE) processing including manual JEs, recurring JEs, automatically recorded JEs, top-side JEs, JE allocations based on specific dates, JE reversals and auto-reversals, JE templates and JE scheduling, and requires both debit/credit for each journal entry (e.g., preventing one-sided entries). Journal entry capabilities should also include statutory entries.						
FIN_125	125	Finance	General Ledger	Pre Close Activities	The system has the ability to determine which journal entries have not been interfaced and posted from the sub modules to the general ledger (GL).						

FIN_126	126	Finance	Fixed Assets	Asset Creation	The system has the ability to create a fixed asset, assign a unique asset number to a single item or multiple items purchased, perform cost adjustments, split single asset between multiple funds and departments, establish a location and category and perform other standard fixed asset accounting procedures (e.g., depreciation, retirement, disposition, transfer). The system should be able to accumulate all costs of a project, create an asset or multiple assets from these costs (e.g., a transit center can have IT equipment, amenities, station, security equipment groups with different GL accounts), split costs between different fixes assets, associate all capitalized costs with the construction or purchase/acquisition of an asset (e.g., capitalized assets at project completion) and capture related accounting transactions for posting to the general ledger without manual intervention.							
FIN_127	127	Finance	Fixed Assets	Asset Creation	The system has the ability to consolidate multiple detail lines into a single asset or conversely to split a single detail line into multiple assets during the real-time integration from either the procure to pay or project costing processes into assets when creating a new asset. The system should be able to capitalize non-asset spend on the General Ledger to an asset and provide / display the CAPEX and OPEX within project category codes (e.g., an OPEX expenditure that may be related to an asset that is created, such as training).							
FIN_128	128	Finance	Fixed Assets	Asset Creation	The system has the ability to transfer asset invoice / expense claims from Accounts Payable directly to an asset (if in service) or to an asset shell (if not placed in service) with subsidiary ledger (subledger) transactions flowing from subledger to the GL, create the asset and acquire asset (from asset clearing to asset balance sheet account). The system should be able to transfer project related invoices directly into a WIP balance sheet account so costs can be accumulated or to an asset shell.							
FIN_003	3	Finance	Accounts Receivable	Billing Management	The system has the ability to create and preview a draft invoice, assign invoice numbers automatically or manually at invoice creation, add notes and or text to a single invoice or a group of invoices, process a single manual invoice, generate consolidated invoices where single sponsors fund multiple awards, process milestone invoices, calculate encumbrances, and create general ledger accounting entries. The system should be able to search invoices, edit invoice numbering and text through workflow and include detailed notes during approval or rejection in workflow (so that notes included with the invoice will be visible to all users). The system has the ability to check for duplicate invoice dates, invoice numbers and invoice text notes.							
FIN_130	130	Finance	Fixed Assets	Asset Creation	The system has the ability to track and differentiate between purchased assets and leased assets and to track the funding sources (e.g., bonds, grants, FTA sources) used for these purchases (including the ALI code / FTA code).							
FIN_006	6	Finance	Accounts Receivable	Integration	The system has the ability to integrate in real-time with sales transactions, with accounts payable to process refunds (e.g., unidentified receipts), other relevant modules (e.g., Cash, GL, AP, BI, Projects),.outside banking platforms and file sharing exchanges. This integration should be able to support bulk retail sales, Contractor consignment, and usage based billing. This includes support of BAI file and data elements.							
FIN_132	132		Fixed Assets	Asset Creation	The system allows a place in service date any time during the fiscal year, regardless of the period is open or close.							
FIN_133	133	Finance	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to calculate depreciation based upon the asset profile, depreciation method (e.g., straight-line), useful life and process preliminary or final depreciation through on-line/on demand or batch processes that charges charge depreciation automatically to cost centers in the general ledger. The system should also be able to align depreciation rates with statutory rates and in compliance with regulations (FTA). The system should be able to perform a depreciation simulation and have one-step reversals.							
FIN_134	134	Finance	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to define a standard depreciation area in support of varying depreciation requirements (e.g., GAAP) and forecast / simulate depreciation expense, using various depreciation conventions, by asset types.							
FIN_007	7	Finance	Accounts Receivable	Cash Applications	The system has the ability to be a single source for processing Continuous Linked Settlement (CLS) prepayments (e.g., application fees), payments (e.g., checks, ACH), accept the various payment types (e.g., checks, cash, credit cards, direct deposit, one-time, repetitive), automatically update customer balances when the payment is received and create the general ledger accounting information. The system provides the ability to process and apply Lockbox files. The system has the ability to allow the entry of detailed receipt transactions for cash collected and then can automatically apply the receipts against appropriate AR balances or invoices. This includes support of BAI file and data elements.							
FIN_009	9	Finance	Accounts Receivable	Cash Applications	The system has the ability to reconcile unapplied, misapplied and unidentified payments by recording and moving the deposit into a clarification account until it is resolved at a later time. The process is to be integrated with workflow that aligns with business needs.							
FIN_137	137	Finance	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to reinstate and retire assets, including tracking of asset disposal.							
FIN_138	138	Finance	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to provide automatic posting of general ledger journal entries, post asset accounting entries with required approvals secured through workflow and post general ledger journal entries once fixes asset write-down has been calculated and approval granted. The automated posting capabilities for general ledger journal entries should include transactions based on a write-down calculation and required approvals. The system should be able to provide alert notifications through workflow and incorporate error notifications as well.							
FIN_139	139	Finance	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to track an asset at the location level so that any asset ownership transfers are reflected in the General Ledger and the asset location is tracked in the Fixed Asset Module. The system should be able to track any asset movements by fixed asset, by location and by date with the history of the movement of assets retained in the system that can also accommodate gain / loss calculations if required.							
FIN_010	10	Finance	Accounts Receivable	Cash Applications	The system has the ability to process unidentified receipts and apply unidentified receipts to customer accounts. Workflow should be available for supervisory approval and customer notification once the unidentified receipt is approved.							
FIN_141	141	Finance	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to create a schedule and integrate lease payments through Accounts Payable in real-time.							
FIN_142	142	Finance	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to categorize codes for asset disposition, retire an asset containing multiple asset components with individual asset numbers and track disposal values.							
FIN_013	13	Finance	Accounts Receivable	Collections Management	The system has the ability to generate reports or return query results of invoices billed, paid, or voided within a user-defined timeframe and apply a financing charge to a customer. The system provides for aged customer account balances with the aging periods defined by the users.							
FIN_144	144	Finance	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to conduct specific transactions on a large group of assets such as recategorization, retirement and to track and retire assets on a mass scale by distinguishing assets by asset class.							
FIN_014	14	Finance	Accounts Receivable	Reporting & Analytics	The system has the ability to generate reports or return query results of invoices billed, paid, or voided within a user-defined timeframe through standard inquiry pages and reports that include detailed information for all payments within a deposit. The system provides an end user tool to select customer information, billing data, and receivables data based on various user defined criteria.							
FIN_146	146	Finance	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to provide system template forms to standardize manual asset retirement requests from business units that do not require access to the fixed assets module.							

FIN_147	147	Finance	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to create accounting entries for additions, adjustments, impairments and transfers with required approvals and to account for any cash on Sale of Disposed/Retired Assets.									
FIN_015	15	Finance	Accounts Receivable	Reporting & Analytics	The system has the ability to perform an user-defined aging analysis of outstanding accounts receivable based upon user-defined aging buckets (e.g., 30, 60, 90, 120, greater than 120 days) using the original invoice date and current system date, a Days Sales Outstanding (DSO) report, an aging report by customer, and a revenue analysis.									
FIN_149	149	Finance	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to transfer assets from one fund to another (e.g., restricted, non-restricted) with cumulative depreciation records to flow to these funds.									
FIN_150	150	Finance	Fixed Assets	Period End Close	The system has the ability to produce standard asset management reports (both "as reported" and "pro forma") that can be sorted and filtered by one or more designated user defined criteria (e.g., Asset Details By Location, Asset Acquisition, Asset Net Book Value, Statement of Changes in Net Assets, Balance Sheet, Income Statement, actual/planned Project Reports).									
FIN_151	151	Finance	Fixed Assets	Period End Close	The system has the ability to produce fixed asset reports for leased assets that include lease holding information, lease expirations, and asset retirements / end of service.									
FIN_152	152	Finance	Fixed Assets	Period End Close	The system has the ability to account for fixed assets that are fully depreciated, but still need to be shown internally and assets which are not fixed assets (e.g., computers, printers, file cabinets) with the same level of detail									
FIN_153	153	Finance	Fixed Assets	Period End Close	The system has the ability to provide standard reporting templates and on-line inquiry for the fixed assets sub-ledger that provides life-to-date balances and transactions based on project / asset start and end dates. These templates should allow users to easily update or add information to meet reporting requirements. The system should be able to support this capability in the fixed assets module as well as in the project management and accounting module.									
FIN_154	154	Finance	Fixed Assets	Period End Close	The system has the ability to allow the designated user to report / query off project hierarchy. The system should be able to support this capability in the fixed assets module as well as in the project management and accounting module.									
FIN_155	155	Finance	Fixed Assets	Period End Close	The system has the ability to create and track detail closing activities (internal and external to ERP) with task description, task process steps, task requirements, supporting task information (e.g., process definition, accounting policies, procedures), task pre-requisites, task begin time, task duration, task end time, task owner(s), required task attachments, task completion time / data. The system should be able to provide views through configurable dashboards that would accommodate the tracking of assets against projects.									
FIN_016	16	Finance	Accounts Receivable	Reporting & Analytics	The system has the ability to prepare revenue forecasting & analysis reports that can be forwarded electronically and include a workflow for the approval of these reports.									
FIN_157	157	Finance	Fixed Assets	Period End Close	The system has the ability to close the Fixed Asset subsidiary module to the General Ledger module electronically at the user and transaction levels and to automatically generate a gain / (loss) transaction based on the changed status of any assets.									
FIN_017	17	Finance	Accounts Receivable	Reporting & Analytics	The system has the ability to track Accounts Receivable and Revenue KPIs based on business rules, and generate KPI reports, analytics and graphical presentations that can be uploaded to the dashboard reporting tool.									
FIN_159	159	Finance	Fixed Assets	System Governance	The system has the ability to maintain fixed asset records that include a description of the property, a serial number and/or other identification number, the source of funding for the property, who holds title, asset designated users (in addition to recording property custodian), the acquisition date, the cost of the property, electronic document attachment (including images) and percentage of Federal participation in the project costs for the Federal award under which the property was acquired..									
FIN_160	160	Finance	Fixed Assets	System Governance	The system has the ability to record an audit trail of all changes made to asset records, recording designated user ID and date.									
FIN_161	161	Finance	Fixed Assets	System Governance	The system has the ability to perform online entry and maintenance of fixed asset records. Changes should be properly accounted for in the Asset Management module and the GL.									
FIN_162	162	Finance	Fixed Assets	System Governance	The system has the ability to allow the designated user to assign an active/inactive status to an activity.									
FIN_020	20	Finance	Accounts Payable	Invoice Processing & Payment	The system has the ability to consolidate invoices for payment and generate a payment file including ACH and wire payment files and the AP accounting entries to be distributed to the general ledger. The system should be able to generate Payee Positive Pay files in standard bank formats and generate a stop action for staff review and confirmation of the consolidation before routing for workflow approval.									
FIN_164	164	Finance	Fixed Assets	System Governance	The system has the ability to monitor progress by time and budget and also necessary changes in Fixed Asset Master Data.									
FIN_165	165	Finance	Fixed Assets	System Governance	The system has the ability to link fixed assets to a project with the dynamic tables in the background and to ensure that status changes and closing of the Project so accommodated that all fixed asset costs are booked.									
FIN_027	27	Finance	Accounts Payable	Invoice Processing & Payment	The system has the ability to generate all 1099 forms and IRS files (e.g., MISC, INT, S) complaint with current and on-going IRS standards, either in mass or on demand. This ability should include system-generated 1099 forms that are editable and/or adjustable.									
FIN_030	30	Finance	Accounts Payable	Reporting	The system has the ability to access and configure standard and ad hoc Accounts Payable (AP) reporting, such as Trial Balance, Open Payables, Aging, Cash Requirements, AP Exception, Match Audit, Pre-Check Register, 1099s, Payment Register, Invoices on Hold Report, Invoices paid for a Contractor or multiple Contractors during a specific time frame including payment information, GL account information and purchase order number. This reporting should include the generation of Contractor notifications for ACH payments including payment advice slips.									
FIN_031	31	Finance	Accounts Payable	Reporting	The system has the ability to generate an on-demand reports that support spend reporting and analysis (e.g., account totals by Journal ID, AP/GL Open Liabilities, Supplier Open Liabilities, RNI (received but not invoiced), released and unreleased invoices, payments created during a specific Pay Run Date--Check Register).and to support service level agreement (SLA) reporting and analysis									
FIN_035	35	Finance	Travel and Expense	Expense Management	The system has the ability to link a booking tool (e.g., American Express, Priceline, Booking Buddy) to pull travel reservation data and assist with completion of the pre-authorization travel requisition form using this reservation information. The system should be able to support the initiation and approval of a pre-authorization travel requisition form through workflow options that establish cost estimates relating to hotel and airfare reservations that is linked to the employee traveling.									
FIN_040	40	Finance	Travel and Expense	Integration	The system has the ability to integrate real-time with travel partner Contractors to reserve and book employee travel reservations (e.g., Orbitz, Expedia) and import information from travel agencies (e.g., American Express).									
FIN_171	171	Finance	Projects and Portfolio Management	Project Initiating	The system is able to create monthly but not less than fiscal year budgets for a project.									
FIN_172	172	Finance	Projects and Portfolio Management	Project Initiating	The system is able to create custom project checklists.									
FIN_173	173	Finance	Projects and Portfolio Management	Project Initiating	The system is able to assign multiple projects to a grant and multiple grants to a project. The system has the ability to post multi-level budget targets and long range (20 year) financial plans in the relevant sections of the system.									
FIN_174	174	Finance	Projects and Portfolio Management	Project Initiating	The system is able to post multi-level budget targets and long range (**25** year) financial plans in the relevant sections of the system									
FIN_175	175	Finance	Projects and Portfolio Management	Project Initiating	The system is able to identify multiple funds, funding sources, expenditure types, and fixed assets for each project. The system is able to produce detail cost tracking, including FTA SCC.									
FIN_176	176	Finance	Projects and Portfolio Management	Project Initiating	The system is able to identify key project dates (e.g., start, Notice to Proceed, milestones, go-live, substantial completion).									
FIN_177	177	Finance	Projects and Portfolio Management	Project Initiating	The system is able to create and maintain activity codes and generate a pre-defined project activity list to better track depreciation and costs per department									
FIN_042	42	Finance	Travel and Expense	Reporting	The system has the ability to generate a recurring report that shows the details and summary for expense report transactions.									

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"Proprietary; Oracle Confidential Information and/or Trade Secret exempt from disclosure under Tex. Gov't Code Ann. §§ 552.110 or 552.1101".

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FIN_043	43	Finance	Travel and Expense	Reporting	The system has the ability for employees to query on the status of their pending travel reimbursements (including status of workflow approval) and view expense report details and status in a display-only mode.									
FIN_047	47	Finance	Cash Applications	Payment Processing	The system has the ability to be a single source for processing one-time and repetitive payments (e.g., checks, bank transfers, wire transfers, lockboxes, external system integrations), automatically updating customer balances when the payment is received and creating the accounting information to be passed to the general ledger in real-time. The system should be able to classify transactions received from external systems by quantity x price and the source of the data (including sales data from payment processing systems such as Square, Metroworks, MobileApp, and Marketplace).									
FIN_050	50	Finance	Cash Applications	Payment Processing	The system has the ability to provide security procedures for funds transfer initiation input, approval, release and alert notifications for funds transfers pending approval, arriving wire transfers, or rejected wire transfers.									
FIN_055	55	Finance	Cash Applications	Payment Integration	The system has the ability to integrate in real-time with point of sales systems to enable automated cash reconciliations.									
FIN_184	184	Finance	Projects and Portfolio Management	Project Initiating	The system is able to manage resource planning.									
FIN_185	185	Finance	Projects and Portfolio Management	Project Initiating	The system is able to include ad hoc on-demand queries along with reporting and dashboards as part of this prioritization capability									
FIN_187	187	Finance	Projects and Portfolio Management	Project Initiating	The system is able to group projects into programs and to have projects associated with multiple programs.									
FIN_073	73	Finance	Budget	Budget Integration	The system has the ability for seamless integration in real-time to other systems / applications across the business environment (e.g., procurement, project management, inventory management, fixed assets, HR, and Payroll)									
FIN_074	74	Finance	Budget	Budget Reporting	The system has the ability to provide a mid-cycle projection reporting tool to determine how the month and the year will end, based on various volume assumptions and allow operational management to perform what-if-analysis to determine where adjustments can be made to improve monthly results.									
FIN_190	190	Finance	Projects and Portfolio Management	Project Initiating	The system is able to accommodate the project budget being an amendment to the organization budget with proper approval and documented project approval steps.									
FIN_191	191	Finance	Projects and Portfolio Management	Project Initiating	The system is able to provide access to historical data.									
FIN_075	75	Finance	Budget	Budget Reporting	The system has the ability to drill down from high-level overall budget vs actuals, for any time period, into financial statement lines, then into cost centers, then into GL lines, then into actual data populated, and then into invoice / receiving / PO detail.									
FIN_076	76	Finance	Budget	Budget Reporting	The system has the ability to generate monthly progress reports in the system that can be electronically routed for review.									
FIN_077	77	Finance	Budget	Budget Reporting	The system has the ability to provide a current (weekly, mid-week, mid-month) executive dashboard showing actual vs. budgeted results for any area that management wants to track. The system should be able to create a budget book within the system and be able to export, publish and post the budget book.									
FIN_080	80	Finance	Budget	Capital Budget Management	The system has the ability to allow for designated users to manage, monitor, and support the Capital Budget request process on a single, unified platform through an easy-to-use single point of entry interface with simple data entry capabilities for Capital Budget Requests (Identify, Define, Estimate, Prioritize, etc.), including "what if" analysis, capital project lists and prioritizations.									
FIN_197	197	Finance	Projects and Portfolio Management	Project Execution	The system is able to rack the status of each project (e.g., proposed, open, closed, postponed, or in closing) and manage CIP, grant funded CIP, bond funded CIP, and non-CIP projects including milestones, payment milestones, schedules, risks, resources, action issues and items logs, test failure reports, quality logs, and their financial schedules.									
FIN_083	83	Finance	Planning	Review & Develop Strategic Plan	The system has the ability to develop baseline strategic objectives and drivers to assist with the creation of modeling scenarios through various metrics (e.g., service levels, the number of routes, the number of buses, number of hours, purchased transportation (hours) with fuel (mile per hour)). These strategic objectives should drive the development of KPIs to measure the achievement of strategy.									
FIN_084	84	Finance	Planning	Review & Develop Strategic Plan	The system has the ability to include predictive analytics (e.g., market, competitor, macro-economic) as an integral part of the strategy setting process so that strategic decisions are supported by this analysis. The system should be able to accept / access external data (e.g., market data) to be included in this predictive analysis.									
FIN_085	85	Finance	Planning	Review & Develop Strategic Plan	The system has the ability to Implement a rolling forecast design that allows for a continuous focus on the business and creates a streamlined process that drives accuracy and shifts from added activities (such as the budget) to more strategic and analytic types of activities. These rolling forecasts should include succession plans for key Authority resources.									
FIN_201	201	Finance	Projects and Portfolio Management	Project Execution	The system is able to project scheduling to include integration of Capital Metro resource pool by name, title, department, hourly cost, and credentials									
FIN_202	202	Finance	Projects and Portfolio Management	Project Execution	The system is able to project costing to define and modify project cost estimates and update cost data via manual input or integration									
FIN_090	90	Finance	Planning	Integration	The system has the ability to provide real-time integration between capital / grant plans and operational / long range plans. The system should be able to project capital plan prioritizations (e.g., spending scenarios), and formulate financial constraints.									
FIN_204	204	Finance	Projects and Portfolio Management	Project Execution	The system is able to provide stage gate approvals to transition to the next fiscal year.									
FIN_205	205	Finance	Projects and Portfolio Management	Project Execution	The system is able to provide historical data for projects and programs from inception date									
FIN_206	206	Finance	Projects and Portfolio Management	Project Execution	The system is able to capture multiple change orders, grants and funds transfers within a project, make adjustments to reimbursement payments, and to support adjustments to reimbursement payments due to organizational change and change in the grants reimbursements process leveraged by budget adjustment templates.									
FIN_091	91	Finance	Planning	Performance Reporting	The system has the ability to support performance reporting through the generation of automated variance notifications, based upon established thresholds, and using multiple communication channels.									
FIN_208	208	Finance	Projects and Portfolio Management	Project Execution	The system is able to track and maintain project budget and actual data in real time at the project and general ledger levels, record obligations or federal funds as a result of awards, track "hard costs," support budget adjustments, estimate replacement cycle costs and track committed funds for the project (both actual expenditures and future commitments).									
FIN_209	209	Finance	Projects and Portfolio Management	Project Execution	The system is able to calculate and allocate overhead costs evenly or pre-defined user criteria and automatically calculate a pre-determined overhead rate/burden for capital invoices.									
FIN_092	92	Finance	Planning	Performance Reporting	The system has the ability to provide a concise, up-to-date layout of performance metrics that track progress towards strategic goals and objectives. This layout should contain both numerical and graphical formats along with metrics across multiple factors including financial, operational, workforce and customers.									
FIN_211	211	Finance	Projects and Portfolio Management	Project Execution	The system is able to provide flexible methods for reporting status back to the project manager to make it efficient for people to update the system without having to directly access the system, e.g. Outlook task, email, web.									
FIN_212	212	Finance	Projects and Portfolio Management	Project Execution	support project resource management through task assignments and the inclusion of project management training in Authority learning processes.									
FIN_093	93	Finance	Planning	Performance Reporting	The system has the ability to provide authorized end-users with self-service access to prebuilt standard performance reports, KPI's, user-defined dashboards and ad hoc reporting to simplify access to this information.									
FIN_214	214	Finance	Projects and Portfolio Management	Project Execution	The system is able to administer the change management process, capture multiple change requests that include the requestor, description, need by date, criticality of change, change impact, whether and how it impacts scope, schedule, budget, grants and funds transfers for a project, funds identified for those contracts where it is not anticipated, value of the contract will be expended, adjustments made to reimbursement payments based on input from external Contractors (e.g., FTA), and adjustments made to reimbursement payments due to organizational change and change in the projects reimbursements process.									

FIN_215	215	Finance	Projects and Portfolio Management	Project Execution	The system is able to provide workflow with an audit trail for the review, approval, and procurement and financial execution of the change request and provides auditable workflow for approval of changes and fund transfers					
FIN_094	94	Finance	General Ledger	System Governance	The system has the ability to retain a common chart of account structure for use in consolidated reporting, track changes to the chart of accounts, store reasons for the change, maintain records of historical chart of accounts and provide shortcuts for data entry of chart of account information. The system is able to incorporate attributes determined by Capital Metro (e.g., subledger accounts that should not be posted manually), and the system is able to block an account for posting. The system has the ability to have multiple/ unlimited user defined categories within the master data. The system is able to post Journal Entries automatically based on subledger transaction type and other criteria as determined by Capital Metro. The system is able to allow users to create validation rules for posting transaction header and detail level, as well as create substitution rules accordingly. Additional rules for subledger posting should be able to be configurable for automatic posting. The system should be able to meet regulatory requirements, including FTA guidelines for accounting, within the chart of accounts structure, provide approval capabilities for establishing chart of account values and initiate workflow approval for any new segments.					
FIN_095	95	Finance	General Ledger	System Governance	The system has the ability to support the governmental basis of accounting (e.g., cash basis, budget basis, modified accrual basis, accrual basis) and maintain data capture and reporting standards to meet new GASB statements at their effective date per GASB. The system should be able to support governmental fund revenues on the cash basis and expenditures on the modified accrual basis.					
FIN_100	100	Finance	General Ledger	Period End Reporting	The system has the ability to create reconciliation reports for data feeds from other systems (e.g., banking systems, sales sources), support and balance intercompany reconciliations and automate account reconciliations. The system should be able to support auto reconciliation of accounts and supporting workflow.					
FIN_219	219	Finance	Projects and Portfolio Management	Project Monitoring & Controlling	The system is able to provide high-level project tracking where detailed tracking is not required					
FIN_220	220	Finance	Projects and Portfolio Management	Project Monitoring & Controlling	The system is able to track project progress payments and budget reconciliations including reconciliations with all system modules.					
FIN_101	101	Finance	General Ledger	Period End Reporting	The system has the ability to prepare external reports like the 13th month income statement for financial statements. The system has the ability to run multi-year trial balances.					
FIN_102	102	Finance	General Ledger	Period End Reporting	The system has the ability to run pre-defined materiality thresholds for use in variance analysis reports and compare financial data across ledgers with delivered variance reporting					
FIN_223	223	Finance	Projects and Portfolio Management	Project Monitoring & Controlling	The system is able to manage project contracts, contract modifications and contract change orders.					
FIN_224	224	Finance	Projects and Portfolio Management	Project Monitoring & Controlling	The system has the ability for users to interact with others working on projects using a "social" user interface. This may support alerting team members to information or events that may interest them.					
FIN_103	103	Finance	General Ledger	Period End Reporting	The system has the ability to produce configurable management reports for standard variance analysis, run rate/trend analysis, and actual compared to prior month and support configurable attributes for the purposes of tracking and generating financial reports.					
FIN_226	226	Finance	Projects and Portfolio Management	Project Closing	The system has the ability to close project purchase orders and project codes, validate deliverables against contract requirements and acceptance criteria, and produce and include project expenditures comparative reports at project closeout.					
FIN_227	227	Finance	Projects and Portfolio Management	Project Closing	The system is able to process final project invoices, close projects and contracts in all system modules, document lessons learned and secure contract closing authorization documents.					
FIN_104	104	Finance	General Ledger	Period End Reporting	The system has the ability for users to perform quick user created system queries through ad hoc reporting by selecting values from multiple dimensions (self-service analytics). User access is limited to data sets (e.g., departments, operating units) based on security rules.					
FIN_105	105	Finance	General Ledger	Period End Reporting	The system has the ability to have subtotals on reports, show only subtotal on reports, generate a report by business unit with deficits, configure and group general ledger accounts from one COA section to another for reporting purposes, run financial statements at any period of time for any fiscal year including current fiscal year, distribute financial reports to a pre-defined distribution list and automatically e-mail or notify of year-to-date financials to departments / executive management.					
FIN_106	106	Finance	General Ledger	Period End Reporting	The system has the ability to provide the following financial statements: Detailed Trial Balance, Consolidated Financial Statements, Chart of Accounts Reports, General Ledger Reports, Income Statements with a user defined start and end date, Revenue Reports, Cash Flow Reports and Balance Sheets. The system should also be able to produce basic statements of the Comprehensive Annual Financial Report (CAFR) and external reports like the 13th month income statement for financial statements. The system is able to produce ending account balance by period for all reports.					
FIN_129	129	Finance	Fixed Assets	Asset Creation	The system has the ability to identify if a new asset is a replacement for an existing asset and create a parent asset with multiple child assets linked to it through a message indicator prompted by the system (predictive tool), asking the end-user to confirm if the asset is a new or a replacement. (e.g., building with other assets like HVAC systems).					
FIN_131	131	Finance	Fixed Assets	Asset Creation	The system has the ability to provide real-time integration from other system modules (e.g., Projects, Grants, Accounts Payable, Procurement, Sales, and AR Sales, etc.) as well from other external applications (e.g., Infor).This integration should allow the creation of a new asset, the deposition of an asset, or to add additional costs to an existing asset at any time during the project or grant life cycle. The system is able to produce Sales/ Use Tax Return reporting capabilities.					
FIN_135	135	Finance	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to use system templates to support asset transfer between departments (cost centers) and to track and reconcile assets with scannable asset tag numbers (e.g., RFID).printed from the system based on class.					
FIN_136	136	Finance	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to generate either financial reports or memos to the general ledger to reflect the financial impact of asset dispositions and should automatically compute the gain/loss associated with a disposal/trade-in.					
FIN_140	140	Finance	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to support registration of installed base (full product/item version control for specification change), register warranty periods, link warranty documents to the relevant Projects or Grants and transfer warranty declaration, establish a link to the Infor system (or establish messaging), and communicate with internal service department when warranty work will be performed by that internal department.					
FIN_143	143	Finance	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to provide automated identification of assets at end of useful lives and ready for retirement including an approval process supported by report / query generation capability (e.g., verification of assets ready to be retired) that includes a notification on the status of the asset (e.g., pending action).					
FIN_145	145	Finance	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to provide identifiable asset records to match asset to be retired and a calculation tool to determine fair market value and net book value.					
FIN_148	148	Finance	Fixed Assets	Depreciation, Retirement, Impairment & Adjustments	The system has the ability to provide identifiable asset records to match asset to be impaired and calculation tools to assess fair market value of the asset to be impaired.					
FIN_156	156	Finance	Fixed Assets	Period End Close	The system has the ability to provide analysis and reporting capabilities that enables management to proactively monitor and measure fixed assets from financial and non-financial perspectives. Designated users should have real time access to identify and track KPIs throughout fixed asset processes.					
FIN_241	241	Finance	Project Management and Accounting	Project Creation & Approval	The system is able to capture contract number, contracting entity, bid results, awards details, start / end dates, associated account numbers (e.g., general ledger, banks) and to create projects across fiscal years supporting a variety of project types such as capital, work-orders (non-capital expenditures) that are approved through workflow processes.					

ID	No.	Module	Category	Subcategory	Requirement							
FIN_242	242	Finance	Project Management and Accounting	Project Creation & Approval	The system is able to identify key project dates (e.g., start, milestones), generate a pre-defined project activity list to better track depreciation and costs per department, assign resources (e.g., Contractors, personnel, equipment, activities), assign responsible officials, create and maintain activity codes for tracking, identify and link multiple funds, funding sources, expenditure types and fixed assets for each project, and link multiple projects. Ability to monitor progress by time and budget, as well as make the necessary changes in Project Master Data.							
FIN_158	158	Finance	Fixed Assets	Period End Close	The system has the ability to support full compliance with GASB 34 fixed assets reporting (audit support and financial statement schedules) and roll forward balances / perform year-end close while tracking multi-year expenditures.							
FIN_163	163	Finance	Fixed Assets	System Governance	The system has the ability to interface with other systems via web service to maintain cost center listings with retainage to be included in PO automatically.							
FIN_245	245	Finance	Project Management and Accounting	Execute, Control and Monitor Project	The system is able to track contractors (through procurement), capital labor costs in real time and provide a "roll up view" for annual reporting purposes, and track committed funds for the project (both expenditures and future commitments). Include the creation of phases for a project and tracking the project through the phases during its life cycle.							
FIN_246	246	Finance	Project Management and Accounting	Execute, Control and Monitor Project	The system is able to calculate and allocate overhead costs evenly or from pre-defined user criteria, automatically calculate a pre-determined overhead rate / burden for capital invoices, and manage CIP, grant funded CIP, bond funded CIP, and non-CIP projects including milestones, PS, schedules and their financial schedules.							
FIN_247	247	Finance	Project Management and Accounting	Execute, Control and Monitor Project	The system is able to capture multiple change orders, grants and funds transfers within a project, make adjustments to reimbursement payments, and to support adjustments to reimbursement payments due to organizational change and change in the grants reimbursements process leveraged by budget adjustment templates.							
FIN_248	248	Finance	Project Management and Accounting	Execute, Control and Monitor Project	The system is able to capture and track previous task orders, capture unspent budget dollars from the previous fiscal year and transition to the next fiscal year.							
FIN_166	166	Finance	Fixed Assets	Reporting	The system has the ability to generate and publish as-of-date reports (e.g., Fixed Assets Register, Depreciation, Additions, Disposals, Sales, Changes etc.) at any given time, and export these reports as an Excel spreadsheet.							
FIN_250	250	Finance	Project Management and Accounting	Execute, Control and Monitor Project	The system is able to ensure status change of the Project after all costs are booked.							
FIN_251	251	Finance	Project Management and Accounting	Manage Project Billing and Revenue	The system is able to generate invoices based on calendar, milestone or material / labor rates and generate grant reimbursements during the fiscal year in order to prepare the Schedule of Expenditures of Federal Awards (SEFA)							
FIN_252	252	Finance	Project Management and Accounting	Period End Close, Reporting and Analytics	The system has the ability to exclude / include invoice detail data elements, allowable charges and overhead for specific or all invoices.							
FIN_253	253	Finance	Project Management and Accounting	Period End Close, Reporting and Analytics	The system is able to establish and manage retainage on project invoices through a workflow process, calculate the remaining retainage balance and apply it to the last payment on the task order, and review unbilled project expenditures.							
FIN_254	254	Finance	Project Management and Accounting	Period End Close, Reporting and Analytics	automate project billing and revenue forecast to integrate with the project system draw down process. Ability to provide a reimbursement draw down process that would also accommodate reimbursements from the Federal Transit Administration (FTA).							
FIN_170	170	Finance	Projects and Portfolio Management	Project Initiating	The system is able to forecast annual capital and operating costs (budget) for a project that includes project forecasts created along fiscal year or other than fiscal year basis for up to 25 years							
~~FIN_195~~	~~195~~	~~Finance~~	~~Projects and Portfolio Management~~	~~Project Execution~~	~~The system is able to integrate project execution through project work, work performance reporting, status reporting, management reporting, scheduling and documenting of project meetings.~~							
~~FIN_196~~	~~196~~	~~Finance~~	~~Projects and Portfolio Management~~	~~Project Execution~~	~~The system is able to integrate project execution through creation, review, and finalization of a transition / migration plan and support and maintenance plan.~~							
FIN_258	258	Finance	Project Management and Accounting	Period End Close, Reporting and Analytics	The system is able to allow the designated user to report / query off project hierarchy							
FIN_244	244	Finance	Project Management and Accounting	Project Creation & Approval	The system has the ability for seamless real-time integration to other systems / applications (e.g., inventory systems, financial asset management systems, time management, timesheets, task management, resource scheduling systems) and to Capital Metro systems (e.g., EPPM, E-builder).							
FIN_260	260	Finance	Project Management and Accounting	Period End Close, Reporting and Analytics	The system is able to record and track all capitalized costs and create assets before and during project completion through real-time integration with the Fixed Assets module. Ability to project capital plan prioritizations (e.g., spending scenarios), and formulate financial constraints.							
FIN_249	249	Finance	Project Management and Accounting	Execute, Control and Monitor Project	The system is able to track and maintain project and grant budget and actual data at the project and general ledger levels and record obligations or federal funds as a result of awards. The system is able to provide cash flows for current and future years.							
FIN_262	262	Finance	Project Management and Accounting	Capitalize and Close Project	The system is able to record and track OPEX and budget actuals for projects.							
FIN_263	263	Finance	Grants Management	Grant Applications	The system has the ability to identify available grant funding, support the preparation of grant applications and track grant application proposal status per funding source. The system should be able to set-up a pre-award budget and provide Project Manager input through workflow. The system has the ability to provide a grant award notification to a pre-defined group of users (e.g., grant accountant, grant initiator) and integrate with third parties to include FTA.							
FIN_264	264	Finance	Grants Management	Award Set up	The system has the ability to set up the grant by establishing the grantor, creating the award template, creating a robust account structure to support Award / Project / Activity information with greater detail that what will be provided to the general ledger, entering the award details and allowing the allocation of cost share percentages, which can be a fixed amount or a percentage . The system should be able to categorize grants according to the award of the grant (single year or multiyear) and set-up pass through grants.							
FIN_265	265	Finance	Grants Management	Award Set up	The system has the ability to set up pass through grants. The system should be able to track all grant expenses that are 100% local share, but that are a part of the total grant award.							
FIN_266	266	Finance	Grants Management	Award Set up	The system has the ability for the automated calculation and subsequent processing of facilities and administration (F&A) overhead charges for awards / projects. The system has the ability to process indirect costs.							
FIN_267	267	Finance	Grants Management	Award Set up	The system has the ability to design a grants-specific accounting distribution that is captured in a standard way throughout all transaction entry pages (e.g., purchase order entry, journal entry, supplier invoice entry) that is based on a fixed dollar amount or a percentage.							
FIN_268	268	Finance	Grants Management	Award Set up	The system has the ability for salary and effort allocations to sponsored projects as well as to operational departments entered by defined users and allows for appropriate approval process flows to activate those allocations							
FIN_269	269	Finance	Grants Management	Award Management	The system has the ability to review and post all Subledger transactions, review transactions, projects and grant coding when reviewing expenditures and posting to the general ledger (including when corrections need to be made) and take corrective actions within the source system.							
FIN_270	270	Finance	Grants Management	Award Management	The system has the ability to attach supporting documentation or a link to each award and provide access for each user for visibility to the documentation.							
FIN_271	271	Finance	Grants Management	Award Management	The system has the ability to support an annual or multi-year funding allocation process that allows for both expenditures and budgets to carry-over from a prior budget period.							
FIN_272	272	Finance	Grants Management	Award Management	The system has the ability to add new contract lines to a contract, update the contract amount on a contract, make administrative changes to a contract, automatically process amendments, and allow movement of resources between grants, activities, or budgets.							
FIN_273	273		Grants Management	Award Management	The system has the ability to track and differentiate between purchased assets and leased assets and track the funding sources (e.g., bonds, grants, FTA sources)used for these purchases including ALI code / FTA code.							

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ID	#	Area	Sub-Area	Category	Requirement								
FIN_274	274	Finance	Grants Management	Integration	The system has the ability to integrate in real-time with the other relevant application modules (e.g., Procurement, Accounts Payable, General Ledger, Fixed Assets, Projects, Expense Management, Contracts, Billing, Accounts Receivable, Time Entry, Payroll, HR, Non-Employee management systems). The system should be able to process changes to obligations / encumbrances (e.g., purchase orders balances related to grants), and utilize workflow to obtain approval of grant funded transactions and federal clauses.								
FIN_275	275	Finance	Grants Management	Manage Billing and Revenue	The system has the ability to integrate grant billing approvals and request for reimbursements with the functionality in the procurement department, including the ability to track billing and costs by grant funding source and by codes that are specific to each grant agency. The system is able to separate specific costs in project billing to distribute across multiple grants and identify unallowable costs.								
FIN_276	276	Finance	Grants Management	Manage Billing and Revenue	The system has the ability to generate invoices for grant sponsors leveraging sponsor templates and to product a Letter of Credit draw that can also store previously billed amounts.								
FIN_277	277	Finance	Grants Management	Manage Billing and Revenue	The system has the ability for the automated calculation and subsequent processing of facilities and administration (F&A) overhead charges for Awards / Projects so that F&A rates and rate basis can be accessed by award with effective dates and with all historical changes available online. The system should be able to automate grant receipts to open receivables related to grants at the moment that transactions are imported.								
FIN_278	278	Finance	Grants Management	Manage Billing and Revenue	The system has the ability to manage all grant billings through the system that can be approved through a configurable workflow process and generate postings for the general ledger.								
FIN_279	279	Finance	Grants Management	Reporting	The system has the ability to provide a full range of user-define grant reports to include a Grants Summary Report (Budget, Commitments, Spend), Revenue and Expense Report for each grant / award, Milestone Report, Grant Receivable Aging Report, Detailed Grant Trial Balance Report, and Obligations and Unliquidated Obligations Report. These reporting capabilities should align with grant requirements set by the grantor (e.g. FTA, FFR, other entities).								
FIN_280	280	Finance	Grants Management	Reporting	The system has the ability to integrate in real-time with other source systems (e.g., Accounts Payable, Payroll/HR, Pre-Award System) to support standard and ad-hoc reporting needs.								
FIN_281	281	Finance	Grants Management	Reporting	The system has the ability to set up tolerances to identify expenditures that experience an overrun or underrun. The system is able to provide access to external auditors to review underrun and overrun amounts.								
FIN_282	282	Finance	Grants Management	Reporting	The system has the ability for users to create custom queries, reconciliation reports, and exception reports.								
FIN_283	283	Finance	Grants Management	Grant Close Out	The system has the ability to develop an Award Closeout Checklist that can be partially automated and provide an efficient close out of an Award / Project / Activity by role and/or user.								
FIN_284	284	Finance	Sales / Point of Sale	Sales Receipts	The system has the ability to process recurring customer payments (passive and active) from a variety of payment sources.								
FIN_285	285	Finance	Sales / Point of Sale	Sales Receipts	The system has the ability to process multiple forms of payment types, including, but not limited to cash, check, e-check, ACH, credit cards, debit cards, and student ID cards.:								
FIN_286	286	Finance	Sales / Point of Sale	Sales Receipts	The system has the ability to receive and send sales data daily of all logged data from the store POS (Point of Sale) devices through real-time integration (e.g., Marketplace, TVM, MobileApp, Metroworks, Genfare, Flowbird TVM, Pickup / Via) upon request by the host computer and the capability to verify these transmissions.								
FIN_287	287	Finance	Sales / Point of Sale	Sales Receipts	The system is able to process sales receipts data from front end device including, but not limited to cash desk, credit card processors, and check scanners. The hardware to meet these requirements should be provided by Contractor.								
FIN_288	288	Finance	Sales / Point of Sale	Sales Receipts	The system has the ability to accept transactions through the polling routine and translate the following transactions: transfers, price changes, inventory counts, cash pickups, receipts, register cash account, cash deposits, credit/check authorization, returns to shelf, and store orders. The system should be able to process credit card authorization settlement for multiple gateways.								
FIN_289	289	Finance	Sales / Point of Sale	Sales Receipts	The system has the ability to automatically validate transaction code, clerk number, department/class, price and SKU number.								
FIN_290	290	Finance	Sales / Point of Sale	Sales Accounting	The system has the ability to process sales transactions through POS and sales channels so that applicable entries in the Accounts Receivable module can be automatically recorded and revenue can be tracked including interfaces with Sales Order Processing and Inventory modules. The system should be able to process these sales transactions based on set frequencies and on demand.								
FIN_291	291	Finance	Sales / Point of Sale	Sales Accounting	The system has the ability to automate creation of journal entries for recording of revenue and cash collections based on sales information.								
FIN_292	292	Finance	Sales / Point of Sale	Sales Accounting	The system has the ability to integrate in real-time with Farebox and TVM to capture the cash collections from both distinct processes. The system has the ability to balance various types of sales and reconcile based on sales channel (e.g., vaulting and ticket sales from machines, cash collection, bus fare box) to perpetual register totals and to balance various deposits, sales transactions and cash balances (register over / short).								
FIN_293	293	Finance	Sales / Point of Sale	Sales Accounting	The system has the ability to accept even and uneven exchanges and adjust inventory and cash accordingly.								
FIN_294	294	Finance	Sales / Point of Sale	Sales Accounting	The system has the ability to apply custom business rules and approval / notification workflows depending on the type of customer, customer account, sales channel, or payment type.								
FIN_295	295	Finance	Sales / Point of Sale	Sales Accounting	The system is able to perform customer refunds based on sales captured in external POS devices.								
FIN_296	296	Finance	Sales / Point of Sale	Integration	The system has the ability to integrate with POS through either API or middleware with the ability to accommodate multiple integrations simultaneously and be scalable.								
FIN_297	297	Finance	Sales / Point of Sale	Integration	The system has the ability to integrate with Inventory management modules and to link real time inventory with sales and revenue data.								
FIN_298	298	Finance	Sales / Point of Sale	Integration	The system has the ability to store hundreds of megabytes of sales data on demand if needed with a possibility of needing Gigabytes of data storage capacity.								
FIN_299	299	Finance	Sales / Point of Sale	Reporting	The system has the ability to produce summary reports of cash activity and sakes receipts for daily/weekly deposits by store and in total. The system should be able to summarize the data in these reports by sales by channel, by payment method, by location and product type.								
FIN_300	300	Finance	Sales / Point of Sale	Reporting	The system has the ability to produce a cash balance report by account to support inter-bank transfers of cash, real- time integration								
FIN_301	301	Finance	Sales / Point of Sale	Reporting	The system has the ability to produce an over / short report on a daily basis that can be printed / viewed by register and shows the opening cash balance, sales by category, deposits by category (e.g., MC/VISA, AX, checks, cash) calculated ending balance, actual ending balance and over / short amount. This report should be summarized by store and overall.								
FIN_302	302	Finance	Sales / Point of Sale	Reporting	The system has the ability to run daily reconciliations reports with daily balances.								
FIN_303	303	Finance	Sales / Point of Sale	Reporting	The system has the ability to provide end users with ad hoc reporting capability to view sales by channel, payment source, category so that these end users can perform trend and 'what if' scenario analysis for sales and revenue.								
SC_001	1	Supply Chain	Procurement	Procurement Strategy	The system has the ability to define the organization, management, communication, and reporting structure (e.g. strategy, cadence), delineate organizational structure, reporting lines, inter-dependences & relationships and help define role authority and accountability.								
SC_002	2	Supply Chain	Procurement	Procurement Strategy	The system has the ability to define the approach on identifying and outlining the types of competencies, skills and capabilities of resources (people and digital) required to support procurement. The system should be able to define the responsibilities and performance parameters of each role profile across the procurement organization.								

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"Proprietary; Oracle Confidential Information and/or Trade Secret exempt from disclosure under Tex. Gov't Code Ann. §§ 552.110 or 552.1101".

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SC_003	3	Supply Chain	Procurement	Procurement Strategy	The system has the ability to identify the key risk areas and compliance requirements by assessing the risk environment and impacts (e.g., waste, abuse, fraud). The system should be able to prioritize and categorize risk and be able to support the development of mitigation strategies.								
SC_004	4	Supply Chain	Procurement	Procurement Strategy	The system has the ability to establish a supplier through a mandatory process as defined by the Authority to ensure the supplier meets certain criteria, which may include but not limited to, regulatory, quality, manufacturing, risk, financial, legal and audit requirements. This process should be performed prior to proceeding with supplier relationship development and should support those suppliers that may be certified as a result of market exploration activity and/or potential production innovation opportunities (may not be flagged in the system as an approved supplier until later stage). The system should be able to consider supplier risk assessment / risk mitigation planning, which either of these activities may trigger the certification process order for the Authority to complete their own due diligence / further investigation. Additionally, the system should be able to support the collaboration and sharing of documentation between the key stakeholder(s) and Procurement and support automated approval workflows.								
SC_005	5	Supply Chain	Procurement	Procurement Strategy	The system has the ability to confirm the request for a new supplier that is queued, set up a master data record and complete a new supplier request form/application that aligns with master data field. The system is able to complete any applicable on-boarding activities (as required). The supplier master data record captures all of the pre-defined attributes once and may be used across multiple systems within the business. The system is able to support the collaboration and sharing of documentation between key stakeholder(s) and Procurement.								
SC_006	6	Supply Chain	Procurement	Procurement Strategy	The system is able to define and measure the supplier performance criteria on a perpetual basis for the segmentation / tiering levels as defined by the Authority, and produce a scorecard that is agreed between all parties (e.g., key stakeholders, supplier, procurement staff) which includes, for example, service level agreements, tracking costs, targets, contractual requirements, and sustainability (long term decisions). The system should be able to set the frequency a supplier is monitored, which also depends on their tiering or volumes (e.g., Tier 1 suppliers / high volume suppliers are typically monitored on a more regular basis).								
SC_007	7	Supply Chain	Procurement	Procurement Strategy	The system has the ability to house multiple attributes for a single Contractor in the Contractor master, support mass uploads, support customized fields, support parent/child relationships, flag Contractors for certain workflows, support multiple destinations per Contractor, support duplicate supplier checking, and support audit capabilities. The system should also provide an approval workflow for new Contractor adds and the ability to interface with 3rd party Contractor verification databases.								
SC_008	8	Supply Chain	Procurement	Strategic Category Management	The system has the ability to create requisitions for products, services and capital items, support punch-out with multiple Contractors, default requisitioned information when end users complete a requisition, create requisitions in all payment item options, support multiple types of requisitions including non-purchase order requisitions (e.g., inventory issues, requests for internal services) and support the flow of requisitions into sourcing events (e.g., RFP, RFI, RFQ).								
SC_009	9	Supply Chain	Procurement	Strategic Category Management	The system has the ability to build / designate different requisition and purchase order types based on business decisions and system based pricing thresholds.								
SC_010	10	Supply Chain	Procurement	Strategic Category Management	The system has the ability to create requisition templates and multiple favorites (e.g., shopping cart) lists and enter orders from these templates, display item attributes on the order page (e.g., manufacturer name, Contractor catalog #, manufacturer catalog #, UOM) and display images to users during the requisition process, configure which data fields are viewed on the order page and identify and show product substitutes and product/pricing comparisons on one screen.								
SC_011	11	Supply Chain	Procurement	Strategic Category Management	The system has user-defined assignment of default values (e.g., accounting data, ship to/deliver to), capture notes and comments on requisitions (by requisition header and by line) that transmit to the purchase order.								
SC_012	12	Supply Chain	Procurement	Strategic Category Management	The system has the ability to attach multiple quotes, approval documentation, sole source documentation, etc. to a requisition. Ability for attachment to flow to PO for buyer viewing, both universal and specific to a screen.								
SC_013	13	Supply Chain	Procurement	Strategic Category Management	The system has the ability to support entry of credits on the requisition form to support processes related to capital contract management, allow unidentified receipts to be processed against a purchase order to add credit amount back to the PO at header and/or line level (e.g., blanket PO allowing funds to be reused) and allow Accounts Payable to apply Contractor credit back to the Purchase order, which will update the Contractor contract and the department's budget. The system is able to add requisition lines to an existing PO, and be able to reference the PO number.								
SC_014	14	Supply Chain	Procurement	Supplier Relationship Management	The system has the ability to build custom required fields needed to complete a requisition with notifications to end users if they don't fill out, pull in last price paid for requisitioning, flag a requisition as a priority with corresponding facilitating workflow (e.g., not auto-routed, go to top of buyer's queue) and escalate a requisition approval to someone else of equal or higher level within a financial hierarchy. The system should be able to reference Asset Shells, Asset CIP Shells in PO/ PR.								
SC_015	15	Supply Chain	Procurement	Supplier Relationship Management	The system has the ability to identify / designate general ledger account per requisition line with split accounting options and leverage user-accessible drop down boxes or frequently used lists to support these assignments.								
SC_016	16	Supply Chain	Procurement	Supplier Relationship Management	The system has the ability to allow users to requisition on behalf of others (with proper security clearance, or delegated clearance) and cancel requisitions or individual requisition lines.								
SC_017	17	Supply Chain	Procurement	Supplier Relationship Management	The system has the ability to upload lines into requisition from non-system source (e.g., Excel).								
SC_018	18	Supply Chain	Procurement	Supplier Relationship Management	The system has the ability to have an approval workflow for requisitions (e.g., escalation, delegation) that provides budget info to approvers, provide guided buying workflows as defined by certain requirements based on initial item selection and notifications, create/have customized workflow paths for certain requisition types based on business decision at both header and line level (e.g., purchase type, requester delivery location, dollar threshold) and support the attachment of external documents and include notes.								
SC_019	19	Supply Chain	Procurement	Supplier Relationship Management	The system has the ability for the requisition to dynamically re-evaluate the required approval flow based on changes made to a purchase order during the approval process (based on status per business needs), and provide different approval workflows by line item where there are multiple items on a PO.								
SC_020	20	Supply Chain	Procurement	Requisitioning	The system has the ability to create a purchase order (PO), change a PO, edit a PO, add a line, flag POs as priority, cancel POs, build customized POs, restore canceled POs, create a PO to be paid and automate the creation of purchase orders/ purchase agreements. The system should establish appropriate encumbrances and sync up those encumbrances for modified or canceled POs.								
SC_021	21	Supply Chain	Procurement	Requisitioning	The system has the ability to create different types of POs to include standard, service, blanket, bill-only, repair, bill and replace, capital, and scheduled POs. Ability to have service POs and/or blanket POs. The system should be able to allow the referencing of another PR/PO, allow users to edit the data before it moves through approval workflow, accommodate an automated approval for service PO funds and show remaining service PO funds with notifications for low funds.								
SC_022	22	Supply Chain	Procurement	Requisitioning	The system has the ability to note a product is back-ordered, notify buyers/end user requestors and automate back order substitutions from a PO acknowledgement.								
SC_023	23	Supply Chain	Procurement	Requisitioning	The system has the ability to limit the creation of a PO by the end user for line items that have exceeded the approved budget and to configure alerts if a purchase order is not automatically generated after the requisition has been submitted (e.g. insufficient funding).								
SC_024	24	Supply Chain	Procurement	Requisitioning	The system has the ability to attach documents or URLs to PO at header or to specific line, from the requisition attachments or manually.								
SC_025	25	Supply Chain	Procurement	Requisitioning	The system has the ability to carry forward open items on the purchase order from one fiscal year to another, automate the fiscal year end PO roll over process and include a quality assurance process to ensure PO encumbrance roll over is successful.								

SC_026	26	Supply Chain	Procurement	Requisitioning	The system has the ability to allow users to request administrative changes to purchase orders using a requisition, and for authorized personnel to modify POs after they have been released. The system should be able to connect to the supplier HUB (portal) and record and track the changes in the supplier record.								
SC_027	27	Supply Chain	Procurement	Requisitioning	The system has the ability to record and approve partial or full receipts of goods or services via a workflow function and notification system, process a product return to Contractor and update the PO and provide an audit of receiving data by user ID, date and timestamp..								
SC_028	28	Supply Chain	Procurement	Requisitioning	The system has the ability to track fuel receipts/ consumption in gallons of fuel based on PO committed amounts that get priced at daily fuel prices and still support three-way matching for payment.								
SC_029	29	Supply Chain	Procurement	Requisitioning	The system has the ability to send match exception notifications to designated users and the ability for those users to document and view exception comments on a shared page / document.								
SC_030	30	Supply Chain	Procurement	Requisitioning	The system has the ability to receive advanced shipping notices (ASNs), communicate this information to users and provide an auto-notification when a receipt hasn't occurred (e.g., XX days after PO date). The system should be able to leverage a supplier HUB (portal) for these ASNs.								
SC_031	31	Supply Chain	Procurement	Requisitioning	The system has the ability to support Contractor-initiated portal sign up, provide a process for Contractors to upload required forms (e.g., W-9), search of duplicate entries throughout Contractor records, store multiple addresses and payment methods for each Contractor, store Contractor banking information for EFT transactions. The system should support automatic initiation of approval workflow from Contractor creation and provide an authentication process before hitting workflow.								
SC_032	32	Supply Chain	Procurement	Purchasing	The system has the ability for Contractors to submit bid responses, receive and view POs, submit and view electronic invoices, view payment status, add edit/upload catalog items in supplier portal, register for events and view the current and historical status of POs, receipts, advance shipping notices (ASNs), and invoices.								
SC_033	33	Supply Chain	Procurement	Purchasing	The system has the ability to support optional assignment of general ledger accounts and Contractor classifications to Contractors at profile initiation and after initiation when these Contractors provide goods / services that could be aligned in this manner.								
SC_034	34	Supply Chain	Procurement	Purchasing	The system has the ability to send PO changes to the Contractor without resending the entire PO and to accept PO acknowledgments.								
SC_035	35	Supply Chain	Procurement	Purchasing	The system has the ability to support a Contractor frequently asked questions portal resource and accept and automatically route Contractor inquiries based on inquiry type (e.g., PO, receipt, invoice, payment).								
SC_036	36	Supply Chain	Procurement	Purchasing	The system has the ability to create supplier performance scorecards for each category (e.g., basic, strategic) that will track Contractor performance and provide system notifications to Capital Metro staff with low performance markings.								
SC_037	37	Supply Chain	Procurement	Purchasing	The system has the ability to support e-sourcing RFX processes (reference Request for Proposal (RFP), Request for Information (RFI), Request for Quote (RFQ), and Request for Bid (RFB)), provide system user-configurable templates, post bids, perform Q&A, summarize responses and award Contractors through a supplier portal.								
SC_038	38	Supply Chain	Procurement	Purchasing	The system has the ability for Contractors to respond to RFX activities with dynamic pricing, add / upload attachments (e.g., specifications) as part of the sourcing event (at header level and item level) without data size restrictions, and conduct Q&A sessions with Contractors electronically.								
SC_039	39	Supply Chain	Procurement	Receiving	The system has the ability to edit start date / end date of sourcing event (e.g., RFX will close XX days after launch, RFX will close on specific date / time) and perform RFX optimization exercises, filtering, analysis across multiple Contractors at the SKU level to determine potential savings.								
SC_040	40	Supply Chain	Procurement	Receiving	The system has the ability to replicate a previous event ("copy/paste") and the system provides the capability for users to create events / projects using Microsoft Office applications.								
SC_041	41	Supply Chain	Procurement	Receiving	The system has the ability to automatically match and validate Contractor RFx cross references.								
SC_042	42	Supply Chain	Procurement	Receiving	The system has the ability to award Contractors, notify them electronically and integrate (upload/update) awarded pricing electronically into ERP Item Master.								
SC_043	43	Supply Chain	Procurement	Contractor Portal	The system has the ability to fully integrate with external sourcing systems to support RFX activities (e.g., PlanetBids, GovWin, BidNet, state procurement registries).								
SC_044	44	Supply Chain	Procurement	Contractor Portal	The system has the ability to look up and drill down to PO information using PO number, Contractor item number, manufacturer item number, Capital Metro item number, buyer ID, requester ID, and item description and provide reporting based on these same attributes along with dollar amounts and audit trails. The system is able to cross reference between PA and PO, PO and invoice, invoice and PA, and between PO and PR.								
SC_045	45	Supply Chain	Procurement	Contractor Portal	The system has the ability to see full requisition to pay lifecycle with drill down reporting, track PO history, provide an audit of PO creation and changes (e.g., by user ID, date, timestamps) and support rebates with real-time speed. The system is able to produce this information one PO inquiry at a time and displayed where each line, (e.g., corresponding receipt, invoice, credit and payment etc.) is displayed in a user-friendly manner. The system is able The system should be able to accommodate reporting for all procurement items (e.g., PA, PR, PO, WF, Receipt, Invoice, and Payment).								
SC_046	46	Supply Chain	Procurement	Contractor Portal	The system has the ability to provide both standard and user-defined ad hoc purchasing reports (e.g., PO lines processed/buyer, # and $ amount of POs, service line / department reporting) and create reconciliation reports. The system should allow end users to configure and view reports through self-service capabilities.								
SC_047	47	Supply Chain	Procurement	Contractor Portal	The system has the ability to provide spend reporting and dashboard capabilities across Contractors, cost centers, contracts, and different spend commodities to identify potential savings opportunities and aggregate, categorize, and normalize spend data based on user requirements.								
SC_048	48	Supply Chain	Procurement	Sourcing	The system has the ability to have real-time operational metric reporting (e.g., spend managed by sourcing / buyer, number of POs processed / buyer).								
SC_049	49	Supply Chain	Procurement	Sourcing	The system has the ability to provide a configurable flag in the Contractor master file to reflect a Contractor's status (e.g. potential, registered, removed), identify the type of Contractor (e.g., PO, AP) and indicators for local and minority businesses.								
SC_050	50	Supply Chain	Procurement	Sourcing	The system has the ability to provide "invoiced not received" reporting for exception matching and "receipts not invoiced" reporting for accruals.								
SC_051	51	Supply Chain	Procurement	Sourcing	The system has the ability to interface with UPS / FedEx feed to bring in tracking information for end user viewing and tie POs to tracking numbers.								
SC_052	52	Supply Chain	Procurement	Sourcing	The system has the ability to support a workflow process that supports managing additions, deletions, and/or changes to the Contractor master file								
SC_053	53	Supply Chain	Procurement	Sourcing	The system has the ability to interface with external industry data analytical databases (e.g., Dun and Bradstreet).								
SC_054	54	Supply Chain	Inventory Management	Inventory	The system has the ability to maintain inventory master data with costing information (e.g., spare parts, retail transit cards, fuel), record inventory receipts and issuances, generate inventory differences and corrections for recording in general ledger, reconcile inventory levels between the system and external inventory management systems.								
SC_055	55	Supply Chain	Inventory Management	Inventory	The system has the ability to manage inventory adjustments, link to procurement and Accounts Payable (e.g., purchases) and Accounts Receivable (e.g., transit card/pass sales, inventory reductions) for inventory related transactions.								
SC_056	56	Supply Chain	Inventory Management	Inventory	The system has the ability to support physical inventory counts by location and sublocation, transfer inventory between locations, document differences and conversions to dollar value based on the fuel price for the very last day of the month so that the inventory subledger reconciles to the general ledger.								
SC_057	57	Supply Chain	Inventory Management	Interfaces	The system has the ability to integrate with fuel management systems to calculate the remaining volume of fuel inventory and consumption expense at the end of each month with these transactions automatically posted to the general ledger. The system integration should generate a general ledger entry that trues up fuel consumption expense and identifies the variance source (e.g., inventory loss, average fuel price).								

ID	#	Category	Type	Subcategory	Requirement
SC_058	58	Supply Chain	Inventory Management	Interfaces	The system has the ability to interface with external spare parts inventory systems (e.g., Infor) to provide real-time counts, including multiple locations and inventory adjustments.
ITF_001	1	Non-Functional	Technical Overlay	Platform	The Contractor shall provide a cloud based Software as a Service (SaaS) system that is scalable to meet the growing needs of Capital Metro. This includes the ability to support multiple browsers (i.e. Internet Explorer, Chrome, Firefox, etc.).
ITF_002	2	Non-Functional	Technical Overlay	Usability	The system has the ability to provide access through a GUI application interface that facilitates users performing operations without prior training or exposure to the application.
ITF_003	3	Non-Functional	Technical Overlay	Usability	The system has the ability to provide a GUI application interface with readable text such that a user with 20/20 eyesight or corrected vision can read the text in ambient lighting from a distance of 6 inches to 24 inches.
ITF_004	4	Non-Functional	Technical Overlay	Usability	The system has the ability to use a wildcard in searches based on user security role. This will include a universal search option for users to search the system based on key words or phrases.
ITF_005	5	Non-Functional	Technical Overlay	Usability	The system has the ability to imbed Standard Operating Procedures (SOPs) and policies within the system that can be accessed by end users.
ITF_006	6	Non-Functional	Technical Overlay	Mobility	The system has the flexibility to operate on the current smartphone platforms (e.g., iOS, Android) without interrupting the system's normal operation while safeguarding the storage of any sensitive data locally on the device (e.g. PHI, PII, IP).
ITF_007	7	Non-Functional	Technical Overlay	Mobility	The system has the ability to distribute and manage mobile applications through a mobile device management (MDM) solution and require users to perform at least a one-time device registration with the system.
ITF_008	8	Non-Functional	Technical Overlay	Mobility	The system has the ability to provide authentication methods for the mobile version of the system.
ITF_009	9	Non-Functional	Technical Overlay	Mobility	The system has the ability to configure mobile access by group, role and system modules.
ITF_010	10	Non-Functional	Technical Overlay	Mobility	The system has the ability to audit mobile application user access including device identification and automate the download of audit logs for mobile use. This audit capability should also include auditing of individual users.
ITF_011	11	Non-Functional	Technical Overlay	User Interface	The system has the ability to easily configure various elements of the base solution (e.g., addition of data elements to screens and reports, masking of data fields, apply business rules and logic to screens and data fields), save partially-completed screens or documents, support customizable / context sensitive help, and provide views in a printer friendly PDF format.
ITF_012	12	Non-Functional	Technical Overlay	User Interface	The system has the ability to post data in real-time fashion, flow all changes made in the solution throughout all solution modules without the need for duplicate data entry,. Accommodate mass updates, provide user-defined fields and be Payment Card Industry (PCI) compliant.
ITF_013	13	Non-Functional	Technical Overlay	User Interface	The system has the ability to retain and maintain historic data on varying retention schedules, auto calculate numerical fields and display subtotals and totals when possible, provide reconciliation tools for all transactions and processes, accommodate the use of split / multiple screens, provide drop down boxes and "pick lists" for data selection and "jump" to the appropriate initial letter that the user types, when a user is navigating or searching an alphabetized list.
ITF_014	14	Non-Functional	Technical Overlay	User Interface	The system has the ability to securely display forms for viewing and printing, provide data validation on entry, provide spell check on any editable field, provide drill-down access on all screens to source transactions, records and attachments based on security permissions, .
ITF_015	15	Non-Functional	Technical Overlay	User Interface	The system has the ability to provide links to associated modules from any display screen to minimize backing out of one screen to access another, with appropriate security.
ITF_016	16	Non-Functional	Technical Overlay	User Interface	The system has the ability to allow/require users to electronically sign specific documents using mechanisms appropriate to the document (e.g. user PIN, typing the word "ACCEPT") and recognize the presence or absence of electronic signatures where required.
ITF_017	17	Non-Functional	Technical Overlay	User Interface	The system has the ability to attach files to records in the solution and export system data with appropriate security.
ITF_018	18	Non-Functional	Technical Overlay	User Interface	The system has the ability to provide system templates that are easily definable and customizable by users, are able to sort any field, can hide fields, add calculations, and use / adjust colors for emphasis.
ITF_019	19	Non-Functional	Technical Overlay	User Interface	The system has the ability to provide help support to a general user, including any context-sensitive help or capability to include custom content or outside links.
ITF_020	20	Non-Functional	Technical Overlay	Workflow	The system has the ability to initiate and track the approval process through a common workflow engine across all ERP modules, assign different levels of approval for the same user, maintain separation of duties related to workflow approval processes by flag, set workflow business rules (e.g., user, role, department, thresholds, percentage argument, numerical argument, escalation, proxy, single vs. parallel argument, user-defined criteria), and allow temporary status changes of users (e.g., unavailable due to vacation time). Workflow capability should also include workflows that are activated/triggered / kicked off based on the event relevant to that workflow (e.g., hold applied to an AP invoice, a GL journal adjustment entered).
ITF_021	21	Non-Functional	Technical Overlay	Workflow	The system has the ability to re-route workflow assignments based on availability, provide escalation paths based on user-defined criteria (e.g., minimum period of no response), provide event-driven notifications by e-mail, provide event-driven notifications in a user's view of the solution, allow configurable notifications, and attach relevant documents to the workflow process.
ITF_022	22	Non-Functional	Technical Overlay	Workflow	The system has the ability to provide multiple methods for end users to approve a workflow (e.g., system, e-mail, mobile application, website) and to automatically send e-mail notices to the initiator of a request to let him/her know it has been approved.
ITF_023	23	Non-Functional	Technical Overlay	Workflow	The system has the ability to automatically send push notices (e.g., e-mail, smartphone) to approvers to inform them that they have a request that requires attention, provide notification templates that are configurable and personalizable, and allow users to view summary statistics about all workflow activity. The system should be able to insert notes and links to go through workflow.
ITF_024	24	Non-Functional	Technical Overlay	Workflow	The system has the ability to change workflow data after a workflow is initiated (e.g., adjust / add a cost center on an in-flight workflow), view outstanding workflow transactions in various states such as pending or complete (e.g., dashboards) and to review the status of the workflow at any given point so that users are able to drill down and identify any issues along the workflow path.
ITF_025	25	Non-Functional	Technical Overlay	Workflow	The system has the ability to initiate a workflow in the ERP system via an API interface or a RESTful call with authentication required (e.g., inbound interactions initiated outside of the ERP system).
ITF_026	26	Non-Functional	Technical Overlay	Workflow	The system has the ability to allow a workflow administrator to cancel or reroute pending / in-flight workflows (e.g., employee leaves the company and the position is not filled).The system should be able to allow for workflow notifications that can include information such as the Contractor/customer name, brief description, and the amount associated with the account.
ITF_027	27	Non-Functional	Technical Overlay	Workflow	The system has the ability to capture all modifications to date through the use of audit trails and to set up audit subsets of data rather than all data.
ITF_028	28	Non-Functional	Technical Overlay	Reporting	The system has the ability to generate, print, attach and forward standard reporting templates and provide access to detailed report information through on screen report interactive drill-down from within reports. End users should be able to add annotations (e.g. notes or instructions added to draw attention to a particular aspect) to system reports. Printing capabilities should include the ability to print directly from the ERP system to printers located on the network and transmit soft copies of documents to end users for browser-based printing. The system should be able to provide report writer tool functionality to create charts, visual presentations, and style for example.
ITF_029	29	Non-Functional	Technical Overlay	Reporting	The system has the ability to generate, print, attach and forward standard reporting templates and provide access to detailed report information through on screen report interactive drill-down from within reports. The system should be able to direct output to a number of formats including PDF, XLS, PPT and XML.

ITF_030	30	Non-Functional	Technical Overlay	Reporting	The system has the ability to leverage commercially available report writers with access to data for in-house report customization for comprehensive and intuitive report creation that does not require super user or IT support.							
ITF_031	31	Non-Functional	Technical Overlay	Reporting	The system has the ability to support point and click lookup (e.g., from requisition to report or vice-versa, from employee to organization or vice-versa).							
ITF_032	32	Non-Functional	Technical Overlay	Reporting	The system has the ability to run and query registers (e.g., payroll, checks, requisitions), generate reports based on varying financial views (e.g., cash, actual) and support up to $999,999,999,999.99 figures for reporting.							
ITF_033	33	Non-Functional	Technical Overlay	Reporting	The system has the ability to allow users to generate, print, attach and forward adhoc reports and queries in real time on any captured field (without a report writer) with appropriate security. That does not require any support intervention. This capability should include the ability to use system labels as report labels.							
ITF_034	34	Non-Functional	Technical Overlay	Reporting	The system has the ability to load data into reports / dashboards from multiple applications to provide cross-application reports and to support reporting on an "as of" date for all reports.							
ITF_035	35	Non-Functional	Technical Overlay	Reporting	The system has the ability to apply security restrictions that apply to data displayed on application pages to system reports automatically (e.g., manager cannot view employee data outside of their department due to security restrictions, and that restrictions applies for any reports run against that same data).							
ITF_036	36	Non-Functional	Technical Overlay	Reporting	The system has to ability to delegate reporting capabilities from one user to another (e.g., manager to administrator) so that these delegated data rights can be used to run reports that contain data based on the delegating user.							
ITF_037	37	Non-Functional	Technical Overlay	Reporting	The system has the ability to include drill-down links in reports such that the user can click on aggregate data to see the underlying details with these drill-down capabilities created by end users.							
ITF_038	38	Non-Functional	Technical Overlay	Reporting	The system has the ability to perform analytical trending and recognize data patterns, generate variance analysis reports and support predictive modeling.							
ITF_039	39	Non-Functional	Technical Overlay	Reporting	The system has the ability to archive and purge reports through an automated process.							
ITF_040	40	Non-Functional	Technical Overlay	Dashboard	The system has the ability to provide standard user dashboards that can be customized, provide dashboard set-up options for each user role, capture sequential field editing, be able to filer as well, and allow users to drag and drop dashboard items onto tiles. The system should be able to provide some dashboards natively and the option to add new dashboards.							
ITF_041	41	Non-Functional	Technical Overlay	Dashboard	The system has the ability to load data into dashboards from multiple applications to provide cross-application views and reports and support multiple user views of configurable data (e.g., data lists, data graphs, KPIs, calendar items, to-do items, workflow items).							
ITF_042	42	Non-Functional	Technical Overlay	Integration	The system has the ability to support real time inbound and outbound integrations including intra-application integrations between different ERP modules and web based integrations that can integrate disparate cloud and on-premise applications (e.g., project management tools, human resources applications). These capabilities should include web services and APIs to push and pull data (e.g., RESTful, HTTP, SOAP).							
ITF_043	43	Non-Functional	Technical Overlay	Integration	The system has the ability to support integrations through flexible file formats and application integration tools that can invoke standards based web services (e.g., Informatica, Dell Boomi, MuleSoft, Snaplogic, Jitterbit).							
ITF_044	44	Non-Functional	Technical Overlay	Integration	The system has the ability to provide file-based loaders for large imports of data, spreadsheet loaders (e.g., Excel) and reporting tools that support exports through different file formats.							
ITF_045	45	Non-Functional	Technical Overlay	Integration	The system has the ability for secure integration (e.g., provider-hosted SFTP server, subscriber-hosted SFTP server, PGP encryption, integration gateway).							
ITF_046	46	Non-Functional	Technical Overlay	Integration	The system has the ability to integrate with productivity tools / desktop applications (e.g., Microsoft Outlook) including both web-based and desktop versions of these applications.							
ITF_047	47	Non-Functional	Technical Overlay	Integration	The system has the ability to integrate banking institutions and support the NACHA file format, addenda records for ACH transfers, and the Federal Electronic Data Interchange (FEDI).							
ITF_048	48	Non-Functional	Technical Overlay	Integration	The system has the ability for workflows to interact with interface processes (e.g., system workflow engine initiating outbound interface).							
ITF_049	49	Non-Functional	Technical Overlay	Integration	The system has the ability to support 3rd party unified communication tools (e.g., Skype for Business, Microsoft Teams, Jabber)							
ITF_050	50	Non-Functional	Technical Overlay	Access and Security	The system has the ability to integrate with Identity Access Management (IAM) and Active directory (AD) account creation.							
ITF_051	51	Non-Functional	Technical Overlay	Access and Security	The system has the ability to use an existing active directory for authentication for all parts of the system and to accommodate single sign-on.							
ITF_052	52	Non-Functional	Technical Overlay	Access and Security	The system has the ability to provide for a security incident management process that includes notification of successful or in-process cyber-attacks or breaches. These security processes should include 3rd party ethical hacking for vulnerability detection.							
ITF_053	53	Non-Functional	Technical Overlay	Access and Security	The system has the ability to facilitate audits of the hosting environment or to have an acceptable independent third party audit the hosting environment.							
ITF_054	54	Non-Functional	Technical Overlay	Access and Security	The system has the ability to require Multifactor authentication (MFA) for access to production systems and provide access to administrative audit logs to capture data such as User ID management, system startup/shutdown, data exports, use of privileged access (including 3rd party Contractor support), logins / logoffs, audit parameter changes, and access to individual elements of either PII or PHI.							
ITF_055	55	Non-Functional	Technical Overlay	Access and Security	The system has the ability to secure and encrypt APIs and open interfaces with different keys for different tenants / instances / environments.							
ITF_056	56	Non-Functional	Technical Overlay	Access and Security	The system has the ability to encrypt all data in motion (DIM) between the hosting environment and end users with minimum AES 256-bit encryption (HTTPs or SSL).							
ITF_057	57	Non-Functional	Technical Overlay	Access and Security	The system has the ability to encrypt all data at rest (DAR) in different levels (e.g., physical disk, field level).							
ITF_058	58	Non-Functional	Technical Overlay	Access and Security	The system has the ability to protect from malware and various forms of attack that may enter via external communication and exchanges of data (e.g., phishing, adware, worms).							
ITF_059	59	Non-Functional	Technical Overlay	Access and Security	The system has the ability to provide a Web interface or API in which an administrator can create, manage, and delete user accounts (e.g., account list methods) and a batch interface or API that can import user management (create, change, delete) via text, CSV or XML file.							
ITF_060	60	Non-Functional	Technical Overlay	Access and Security	The system has the ability for administrators to delegate administration capabilities and to grant particular administrative privileges to another user.							
ITF_061	61	Non-Functional	Technical Overlay	Access and Security	The system has the ability to support role based access for authorization and to delegate these authorization policies. These authorization capabilities should include entitlement management that allows the creation and management of groups or roles and automated governance and approval around role creation and configuration.							
ITF_062	62	Non-Functional	Technical Overlay	Access and Security	The system has the ability to lock user accounts after a certain number of unsuccessful login attempts with this capability configurable by an administrator. This capability should also include logging a user out after a period of inactivity (timeout) that does not impact any background jobs (processes) that may have been launched by the user if the system automatically ends the inactive user's session.							
ITF_063	63	Non-Functional	Technical Overlay	Access and Security	The system has the ability to secure data by field (e.g., only select users can see PII fields) and by group (e.g., managers in a particular department can see only their department's data or hierarchical groups (e.g., directors can see data for all their managers' departments). This security should make it obvious to users that there is data they cannot see (e.g., blank rows, fields).							
ITF_064	64	Non-Functional	Technical Overlay	Access and Security	The system has the ability to automatically feed Active Directory updates based on attributes (e.g., phone, email) to the system and control and manage role-level authorization through the ERP system separate from Active Directory.							
ITF_065	65	Non-Functional	Technical Overlay	Access and Security	The system has the ability to maintain the date, time and user information that data was last changed that also documents original value and new value.							
ITF_066	66	Non-Functional	Technical Overlay	Network / Infrastructure	The system has the ability to protect data through secure networks in both primary and secondary data centers and a security infrastructure designed to secure hosted systems from network-based attacks.							

ITF_067	67	Non-Functional	Technical Overlay	Network / Infrastructure	The system has the ability to maintain network controls including managed firewalls to protect and secure data during transmission to / from the hosted system (e.g., IP whitelisting, VPN).							
ITF_068	68	Non-Functional	Technical Overlay	Network / Infrastructure	The system has the ability to publish average system performance and latency metrics on a regular basis (e.g., Page Load Performance Over Time, Page Views and Page Load Performance, Enterprise Schedule Service Usage).							
ITF_069	69	Non-Functional	Technical Overlay	Network / Infrastructure	The system has the ability to leverage system tools to monitor the availability and performance of the production services environment and the operation of infrastructure and network components. These system tools should support monitoring for all levels of the service infrastructure and generate alerts for CPU, memory, storage, database, network components, and transactions.							
ITF_070	70	Non-Functional	Technical Overlay	Network / Infrastructure	The system has the ability to incorporate a comprehensive data backup strategy that includes redundant capabilities (e.g., power sources, cooling systems, telecommunications services, networking, application domains, data storage, physical and virtual servers, databases).							
ITF_071	71	Non-Functional	Technical Overlay	Network / Infrastructure	The system has the ability to optimize performance of system cloud solutions over the public internet and to monitor the health and performance of this cloud environment on a 24 / 7 / 365 basis. This capability should also include use of third-party transaction accelerators to identify the most optimal route over the public internet to return transaction data to the end user.							
ITF_072	72	Non-Functional	Technical Overlay	Network / Infrastructure	The system has the ability to monitors networks to notify customers of any issues that may impact availability / latency issues through load balancing across all instances, monitoring the specific performance of each instance on a 24 / 7 basis, and taking proactive measures in the data center to ensure optimal performance of each instance.							

Capital Metro ERP System - Requirement Traceability Matrix (OPTIONAL FUNCTIONS)

Instructions: Please select the appropriate response via drop down in Column H, adding notes as applicable in column I. Columns J through P will be completed during project execution.

Req. ID	Count	Process Level 0 Name	Process Level 1 Name	Process Level 2 Name	Requirement Details	Req. Priority	Contractor Response	Notes	System Component(s)	Software Module(s)	Test Case Number	Tested In	Implemented In	Verification	Additional Comments
HCM_001	1	Human Resources	Talent Acquisition	Requisition Management	The system has the ability for administrators to create talent requisitions for open positions and use workflow for approval routing, including Finance for cost center allocation. This capability should include the creation of recruitment requisitions for non-employees that can be directed to a specific source and not posted externally.										
HCM_002	2	Human Resources	Talent Acquisition	Requisition Management	The system has the ability to track open requisitions by various categories such as job, organization, recruiter, set the close date for new applications and the ability of the recruiter and also allow subsequent modifications (e.g., different dates for internal vs. external postings).										
HCM_003	3	Human Resources	Talent Acquisition	Requisition Management	The system has the ability to have requisition updates flow through to the job postings (ultimately changing the hire action) and to have unlimited posting templates and template flexibility.										
HCM_004	4	Human Resources	Talent Acquisition	Requisition Management	The system has the ability to retain requisitions for positions which have frequent openings (e.g., greenfield requisitions in new hiring areas or recurring requisitions).										
HCM_005	5	Human Resources	Talent Acquisition	Requisition Management	The system has the ability to provide a means to manage the recruitment budget and capture the cost to hire (e.g. time, expenses expended for each campaign, candidate).										
HCM_006	6	Human Resources	Talent Acquisition	Requisition Management	The system has the ability to integrate into talent acquisition / requisition request the financial data that is required for hiring managers to identify and provide to justify the request to add headcount/requisition.										
HCM_007	7	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to administer and track both national and local marketing campaigns / events (e.g. channels, sources, costs, event scheduling, target audience).										
HCM_008	8	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to author and publish job advertisements and related information (e.g. position description, competencies) to internal and external sites (e.g. intranet, job sites) including linkage to these external sites on the Authority site. The system should be able to insert position descriptions into job advertisements that can be modified for external postings and post advertisements to specific external sites that may be relevant to this position..										
HCM_009	9	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to support secure applicant self-service either externally (via Authority websites, job boards, social networking sites) or internally (via the intranet) that enables candidates to express their interest in a position (e.g., unsolicited job application) or apply for a particular advertised job through an online application or LinkedIn enabled on multiple platforms including smartphones. The system should be able to alert applicants regarding incomplete application / resume submittals and errors in their submittal (e.g., blank application areas, blank resume areas).										
HCM_010	10	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to enable candidates to initiate the application process online through self-service, save an application part way through for submission later, watch any prerequisite webinars (e.g., Authority background, anticipated roles for position categories). This capability should allow candidates to submit both applications and related attachments (e.g., resume, identity documentation) through multiple file types (e.g., PDF, MS Word, JPEG) and on all operating systems (e.g., Windows, MAC).										
HCM_011	11	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to store a library of interview guidelines and questions for search and use by recruiters / users that provides candidate access to run tests as part of the application process.										
HCM_012	12	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to allow recruiters or human resources staff to enter further details about the candidate such as their availability, skills test scores, previous service, results of job interviews and vetting procedures.										
HCM_013	13	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to provide candidates self-service access to view the status of and update their application throughout the multi-step application process. The system should be able to turn this self-service access on and off.										
HCM_014	14	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to support business rules associated with applicant qualifications (e.g., knock out questions) and automate candidate screening and flow to hiring manager.										
HCM_015	15	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to provide candidate access to receive automated template-based or manual communications form at pre-defined milestones.										
HCM_016	16	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to facilitate the management of a talent pool of both internal and external candidates.										
HCM_017	17	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to provide for full time, coop, volunteer and intern candidate processes and allow variations in process through configurable workflow.										
HCM_018	18	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to accommodate supervisor access to control candidate panels so that all candidates approved by HR can be reviewed for requisition and status of each and that notifications to the hiring manager are triggered for the completion of pending candidate dispositions (e.g., from "in review" to "interview"). This capability should provide flexibility where HR can limit which candidates are available for a hiring manager to view (e.g., select group, selected individuals, all).										
HCM_019	19	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to track dates, results and recruiter for all screening methods such as phone screen, campus interview, career day, office/field interview, and skills test along with the ability to track employees and candidates considered and decision results for each step for jobs filled through a selection process.										
HCM_020	20	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to track demographic, job information, screening, documentation, fall-outs, affirmative action requirements, EEO information, and other groups. The system should be able to shield certain information (e.g., EEO information) from hiring managers.										
HCM_021	21	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to parse applicant resumes, prioritize candidates based on identified bona fide qualifications and override / turn off alerts for positions and requisitions even if alerts are requested.										

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Exhibit F-Revised-2 (6/30/2021)

Req. ID	Count	Process Level 0 Name	Process Level 1 Name	Process Level 2 Name	Requirement Details	Req. Priority	Contractor Response	Notes	System Component(s)	Software Module(s)	Test Case Number	Tested In	Implemented In	Verification	Additional Comments
HCM_022	22	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to initiate an online reference check for designated group of requisitions or individual requisition and to track the results of references, allowing both formatted and free-form responses.										
HCM_023	23	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to track completion of pre-employment tests (e.g., Behavioral Competency Assessment) based on job requirements or other criteria, to route requests for background checks to a third party provider and to automatically receive results from background check Contractors and store in system for those candidates.										
HCM_024	24	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability for candidates to utilize self-service to self-select time and date to complete a pre-recorded virtual screening interview and to self-select time and date to schedule interviews with the ability to integrate to outlook / calendars.										
HCM_025	25	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to support pre-recorded virtual screening interviews (e.g., recruiter records screening questions, and candidate response is self-serviced and recorded, permitting the recruiter to review at their convenience)										
HCM_026	26	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to support user configurable online interview forms that reside within the application, collect interview feedback and share internally.										
HCM_027	27	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to integrate learning module with talent acquisition capabilities (e.g., application requirements and qualifications).										
HCM_028	28	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability for employees to refer someone for a vacancy, allow for applicant to identify who referred them and support an employee referral process. This capability should trigger referral rewards where applicable to be paid to employees once an applicant has accepted a position and / or met other referral recognition.										
HCM_029	29	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to differentiate internal applicant from external applicant when applying for position from outside Authority; have some limited employee self-service access from outside of Authority, limit internal applicant process when minimum qualifications are not met and configure communications for internal applicants.										
HCM_030	30	Human Resources	Talent Acquisition	Candidate Sourcing	The system has the ability to provide configurable options to automatically pre-screen / categorize information supplied by candidates as they are entered into the talent pool using a variety of screening methods (e.g. knock out, weighting, test scores, qualitative answers etc.).										
HCM_031	31	Human Resources	Talent Acquisition	Candidate Evaluation	The system has the ability to allow recruiters / human resources staff to have a view of all applications including status (e.g. new, awaiting documentation from candidate) and to automatically assign applications to specific recruiters / users for action / management through the recruitment process based on rules (e.g. geographic location, type of application). This capability should include the tracking of job postings and results by user-defined attribute (e.g., supervisor, location, department).										
HCM_032	32	Human Resources	Talent Acquisition	Candidate Evaluation	The system has the ability to filter / search the talent pool using keywords / criteria (e.g. skills, languages, ethnicity) and to generate correspondence (e.g. email, letters) to targeted groups within the talent pool by leveraging user-defined templates.										
HCM_033	33	Human Resources	Talent Acquisition	Candidate Evaluation	The system has the ability to enable identification between internal and external applicants.(tailored treatment).										
HCM_034	34	Human Resources	Talent Acquisition	Candidate Evaluation	System will be fully mobile enabled permitting candidate and hiring managers to complete recruiting transactions and workflow from all standard mobile devices										
HCM_035	35	Human Resources	Talent Acquisition	Offer Management	The system has the ability to document the complete offer package; highlight and note rationale for exceptions to guidelines; and attach to candidate record.										
HCM_036	36	Human Resources	Talent Acquisition	Offer Management	The system has the ability to leverage user-defined templates to auto-generate applicant correspondence including offer letters that can be customized to include offer information (e.g., type of agreement, employee benefits, job titles, rate of pay, start date, pre-employment instructions) and rejection letters for unsuccessful applicants. Offer letters should be sent electronically with a copy of the offer letter stored on applicants profile.										
HCM_037	37	Human Resources	Talent Acquisition	Offer Management	The system has the ability to track the receipt of candidate acceptance / rejection letters and retain information for candidates who rejected offers for future contact.										
HCM_038	38	Human Resources	Talent Acquisition	Offer Management	The system has the ability to trigger a notification of offer acceptance to hiring manager, notify appropriate function of the new hire technology needs, system access, and security access based on the position profile and notify appropriate function of the workspace needs per position profile.										
HCM_039	39	Human Resources	Talent Acquisition	Offer Management	The system has the ability to track hire date and start date and to schedule orientation for new hires.										
HCM_040	40	Human Resources	Talent Acquisition	Offer Management	The system has the ability to transfer applicant data contained within recruiting module / system to core human resources module / system without duplication of effort including the transfer of internal applicant data and data updates when changes occur to the employee.										
HCM_041	41	Human Resources	Worker Onboarding	Pre-Hire Onboarding	The system has the ability to automate onboarding pre-day one information and forms and verifications by employee type (e.g., employee have one type of "packet"; students have different "packet")										
HCM_042	42	Human Resources	Worker Onboarding	Pre-Hire Onboarding	The system has the ability to provide online access to new hires for the review and completion of pre-day one information and forms (e.g., direct deposit, tax forms, background check authorization, US I-9, benefit elections).										
HCM_043	43	Human Resources	Worker Onboarding	Pre-Hire Onboarding	The system has the ability to provide new hire materials and instructions to complete via a new hire onboarding portal / dashboard (e.g. handbook, contract, conflict of interest, code of conduct) with electronic signature capability via smartphones, tablets or computers. The system should be able to provide new hires the ability to complete required training and onboarding activities (e.g., policy review and acknowledgement) via the new hire portal / dashboard.										
HCM_044	44	Human Resources	Worker Onboarding	Pre-Hire Onboarding	The system has the ability for onboarding administrators (HR/Recruiter) to utilize an onboarding checklist to track progress of onboarding steps and view, take action, and access reports on the onboarding process status via an onboarding online portal / dashboard.										
HCM_045	45	Human Resources	Worker Onboarding	Pre-Hire Onboarding	The system has the ability to initiate pre-hire employment requirements / checks (e.g., background) including the transmittal to external Contractors who will be conducting these checks.										
HCM_046	46	Human Resources	Worker Onboarding	Pre-Hire Onboarding	The system has the ability to create visibility inside the Authority before the employees starts via partial access to Intranet or team information with the ability to adjust this visibility based on the determination of what publicly available information should be shared.										
HCM_047	47	Human Resources	Worker Onboarding	Day 1 / Post Day 1 Onboarding	The system has the ability to onboard non-pay employee or non-employee (e.g., student, volunteer) without a SSN as an exception.										
HCM_048	48	Human Resources	Worker Onboarding	Day 1 / Post Day 1 Onboarding	The system has the ability to trigger notification when onboarding steps are not completed by expected due dates.										

Req. ID	Count	Process Level 0 Name	Process Level 1 Name	Process Level 2 Name	Requirement Details	Req. Priority	Contractor Response	Notes	System Component(s)	Software Module(s)	Test Case Number	Tested In	Implemented In	Verification	Additional Comments
HCM_049	49	Human Resources	Worker Onboarding	Day 1 / Post Day 1 Onboarding	The system has the ability to initiate onboarding and off-boarding satisfaction survey										
HCM_050	50	Human Resources	Worker Onboarding	Day 1 / Post Day 1 Onboarding	Ability to create onboarding and off-boarding satisfaction survey reports (e.g., by new hire, by hiring manager, by orientation class) that can be automatically provided to hiring manager and to new hire. The system should be able to create a system checklist for this purpose that can facilitate a discussion between the manager and new hire (e.g., establish goals).										
HCM_051	51	Human Resources	Learning	Learning Strategy	The system has the ability to identify certain learning activities as required for compliance and to tie organizational training to individual development process annually and trigger notification of potential learning need to supervisor hiring or transferring staff.										
HCM_052	52	Human Resources	Learning	Learning Strategy	The system has the ability to measure the effectiveness of learning courses and all learning curriculums across the Authority.										
HCM_053	53	Human Resources	Learning	Learning Strategy	The system has the ability to integrate learning management to performance management process for compliance / non-compliance.										
HCM_054	54	Human Resources	Learning	Learning Strategy	The system has the ability for employees/managers to see expiration dates for certifications and licenses and receive automated notifications in advance of those expiration dates. The system should be able to provide user (e.g., employees, managers) of these expiration dates.										
HCM_055	55	Human Resources	Learning	Learning Strategy	The system has the ability to integrate with human resources to deploy learning based on a standardized job hierarchy and competencies (e.g., certain job families have specific learning curriculums).										
HCM_056	56	Human Resources	Learning	Learning Strategy	The system has the ability to create and maintain core competencies and to track which competencies are required by job.										
HCM_057	57	Human Resources	Learning	Learning Strategy	The system has the ability for centralization of approval of learning content before publishing and creation of dynamic and static learning groups.										
HCM_058	58	Human Resources	Learning	Learning Strategy	The system has the ability to manage regulatory training; inclusive of departmental and skills training.										
HCM_059	59	Human Resources	Learning	Learning Development	The system has the ability for departments to create courses and manage their own content and compliance and to support these efforts through the creation, editing and management of department level job aids. The system should be able to manage the approval of these courses through workflow.										
HCM_060	60	Human Resources	Learning	Learning Development	The system has the ability for managers to access their down line training transcripts, review down line's current training and assign training to down line at an individual user level										
HCM_061	61	Human Resources	Learning	Learning Development	The system has the ability to provide online learning courses through external Contractor connections (e.g., LinkedIn Learning) so that employees can access these courses from within the Authority site and course completion information flows back to the Authority site.										
HCM_062	62	Human Resources	Learning	Learning Development	The system has the ability for learning activities to have properties such as a description, creator designated activity code/id, contact information, instructor, owner, category and keyword										
HCM_063	63	Human Resources	Learning	Learning Development	The system has the ability to provide authoring capability, to create learning content and secure authoring use by role; track and report author, changes, dates. The system should be able to access electronic content (e.g., Captivate programs, video, Teams video) for these purposes.										
HCM_064	64	Human Resources	Learning	Learning Development	The system has the ability to maintain inventory of learning courses with description, media, Contractor, cost, competencies developed, contacts, pre-requisites, etc.										
HCM_065	65	Human Resources	Learning	Learning Development	The system has the ability for content to be accessed from external systems and through API sources.										
HCM_066	66	Human Resources	Learning	Learning Development	The system has the ability for the LMS to assign activities by both an audience and an individual user.										
HCM_067	67	Human Resources	Learning	Learning Development	The system has the ability for learning activities be grouped together into a curriculum within a managed course catalog editable by administrators.										
HCM_068	68	Human Resources	Learning	Learning Development	The system has the ability for required activity by users to be waived by trainers and administrators.										
HCM_069	69	Human Resources	Learning	Learning Delivery	The system has the ability for employees to register for courses (self-service); managers to view employee course registration and training history.										
HCM_070	70	Human Resources	Learning	Learning Delivery	The system has the ability for reporting of course offerings by name, Contractor, skills developed, etc. and maintain a list of preferred providers and logistical requirements for courses offered off site.										
HCM_071	71	Human Resources	Learning	Learning Delivery	The system has the ability to highlight course offerings that include group discounts and trigger enrollment notification to HR to enable review for possible additional attendees or on-site presentation.										
HCM_072	72	Human Resources	Learning	Learning Delivery	The system has the ability to generate e-mail acknowledgements for training enrollment notice for required re-qualification or update training electronically to learner and supervisor.										
HCM_073	73	Human Resources	Learning	Learning Delivery	The system has the ability to match course availability information with staff scheduling process to allow automatic enrollment for required courses and add learner to wait-list and enroll in second choice session.										
HCM_074	74	Human Resources	Learning	Learning Delivery	The system has the ability to accept cancellations, enroll others off wait-list and provide electronic notification to learners and supervisor.										
HCM_075	75	Human Resources	Learning	Learning Delivery	The system has the ability to provide notice to training administrator of last-minute enrollment changes, allowable wait-list exceeded, inadequate enrollments, and other instances that suggest need for intervention.										
HCM_076	76	Human Resources	Learning	Learning Delivery	The system has the ability to generate list of attendees for instructor and store checklist of instructor materials required.										
HCM_077	77	Human Resources	Learning	Learning Delivery	The system has the ability to provide tracking for prework and report if not completed by start of class.										
HCM_078	78	Human Resources	Learning	Learning Delivery	The system has the ability to systematically track enrollees scheduled, allowing over-enrollment to specified level based on date of session.										
HCM_079	79	Human Resources	Learning	Learning Delivery	The system has the ability to store reason for the training (e.g., requirement, skill development, refresher).										
HCM_080	80	Human Resources	Learning	Learning Delivery	The system has the ability to allow supervisors/HR to enroll learners or groups of employees in courses on-line										
HCM_081	81	Human Resources	Learning	Learning Delivery	The system has the ability to track learner and department training to date and compare against budget / plan (dollars and hours).										
HCM_082	82	Human Resources	Learning	Learning Delivery	The system has the ability to generate email acknowledgements for enrollment confirmation notices (electronic) for learner and supervisor, including cost information.										
HCM_083	83	Human Resources	Learning	Learning Delivery	The system has the ability for employee to view / save / print course transcript										
HCM_084	84	Human Resources	Learning	Learning Delivery	The system has the ability to facilitate the scheduling of tests and record the test results within the system.										

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HCM_085	85	Human Resources	Learning	Learning Delivery	The system has the ability to allow online confirmation of attendance and track online course evaluation information.										
HCM_086	86	Human Resources	Learning	Learning Delivery	The system has the ability to provide electronic 'post-test' or other notification to measure effectiveness of class and provide for system tracking of scores or narrative comments for pre and post training.										
HCM_087	87	Human Resources	Learning	Learning Delivery	The system has the ability to indicate delayed post assessment (e.g., 60 days after training) and trigger reminder when assessment is due.										
HCM_088	88	Human Resources	Learning	Learning Delivery	The system has the ability to allow online capture of post course assessment (ESS/MSS).										
HCM_089	89	Human Resources	Learning	Learning Delivery	The system has the ability to maintain evaluation comments (learner summaries, dates, etc.) indicating learner experience with course.										
HCM_090	90	Human Resources	Learning	Learning Delivery	The system has the ability to streamline non-compliance process, notifications and reporting and to provide email notifications of impending training deadlines.										
HCM_091	91	Human Resources	Learning	Learning Delivery	The system has the ability for enrollment to a class to use workflow approval and notifications										
HCM_092	92	Human Resources	Learning	Learning Delivery	The system has the ability for learning activities to contain an accessible roster of users that can display individual users activity status (e.g., Registered, In Progress, Complete), allow an assigned instructor or administrator to e-mail all registered or roster users, generate a printable sign-in sheet. These rosters should have the capability to be exported to different formats such as CSV, XLSX, PDF.										
HCM_093	93	Human Resources	Learning	Learning Operations	The system has the ability to record training completed for programs offered inside and outside the company, allow updates by learner with approval by supervisor if required and maintain completed course records indefinitely.										
HCM_094	94	Human Resources	Human Resources	Learning Operations	The system has the ability for supervisors or managers to view training compliance and status for their employees.										
HCM_095	95	Human Resources	Human Resources	Learning Operations	The system has the ability to support reporting of training completed by learner by course, by department, by skills, by instructor, and by location.										
HCM_096	96	Human Resources	Human Resources	Learning Operations	The system has the ability to track licenses and certifications obtained, track costs for course research and development as well as delivery / attendee costs, track and report on costs incurred (e.g., cancellations, no shows, rescheduling).										
HCM_097	97	Human Resources	Human Resources	Learning Operations	The system has the ability to report on costs to be charged to a specific organization (such as HR or Marketing) or to the learner's home department.										
HCM_098	98	Human Resources	Human Resources	Learning Operations	The system has the ability to provide gap reporting (e.g., training a learner has not completed that is needed for their group, location, job).										
HCM_099	99	Human Resources	Human Resources	Learning Operations	The system has the ability to provide the ability to modify specific training requirements for a group and/or position.										
HCM_100	100	Human Resources	Human Resources	Learning Operations	The system has the ability to track and report on internal/external certification requirements and skills by function/role/job.										
HCM_101	101	Human Resources	Human Resources	Learning Operations	The system has the ability to track and report on internal/external individual certifications (e.g.. completion date, status, update / renewal requirements) and attestations.										
HCM_102	102	Human Resources	Human Resources	Learning Operations	The system has the ability for deep linking of activities so users can easily access a learning activity from links outside the LMS										
HCM_103	103	Human Resources	Human Resources	Learning Operations	The system has the ability to have prebuilt training dashboards using learning data including play lists.										
HCM_104	104	Human Resources	Human Resources	Learning Operations	The system has the ability for the learning module to be custom branded with logos, colors and formatting.										
HCM_105	105	Human Resources	Human Resources	Learning Operations	The system has the ability for all users have a learning transcript that administrators, the learner and managers can access.										
HCM_106	106	Human Resources	Human Resources	Learning Operations	The system has the ability to allow the reporting of changes or edits to the learning system and activities and the identification of users who have edited an activity.										
HCM_107	107	Human Resources	Human Resources	Learning Operations	The system has the ability for track and produce usage metrics that are accessible by administrators and management.										
HCM_108	108	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability for managers to search employee base on skills, strengths and interest areas.										
HCM_109	109	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to integrate training history into employee performance / talent profiles.										
HCM_110	110	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to support performance management auditing (e.g., monitor completion of the talent profile).										
HCM_111	111	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to support for S.M.A.R.T. goals (Specific, Measurable, Achievable, Realistic and Time–Specific) and evaluate S.M.A.R.T. goals in real-time with managers.										
HCM_112	112	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability for managers and employees to set, review, approve and change performance goals online and to distinguish between goals that are tied to incentive programs and those that are "developmental" so that goals that are to be included in performance weighting are identified. This capability should include an accommodation for the cascaded goal process.										
HCM_113	113	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability for managers to "lock" employee goals once completed and only update through approval workflow purposes and to view goals on any employee within their span of control.										
HCM_114	114	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to assign managers or access managerial relationship trees and restrict access to appropriate individuals										
HCM_115	115	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to automate new hire/transfers notification to update goals within a user-defined timeframe..										
HCM_116	116	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to update performance / talent profile and route through workflow for approval on training, education, competencies, languages, achievements, certifications, licenses, memberships, and prior job history.										
HCM_117	117	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability for managers and employees to post and track progress toward performance goals and to measure results against financial, customer, business processes and learning indicators..										
HCM_118	118	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to provide consistent fields for managers / peers to utilize when adding input into the employees review (drop down box/library)										
HCM_119	119	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to accommodate flexibility in terms (e.g., role, division, unit, employee group).										
HCM_120	120	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to automatically prompt employees (e-mail or message once logged in) to perform updates within the review process with these prompts configurable by department, unit, role and/or employee group										
HCM_121	121	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability for HR to establish rating methodologies and ranking scales (e.g., goals, competencies) and calibrate ratings for the final score calculations.										
HCM_122	122	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to utilize electronic signatures for manager / HR approval and employee acknowledgement.										
HCM_123	123	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to view completion status in a group listing										

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HCM_124	124	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to create and manage Authority-defined performance rating scales.										
HCM_125	125	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to for the performance review / score to pre-populate into the current year review.										
HCM_126	126	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to provide employees or managers with individualized Performance & Development scorecards and to provide unit, division and organization-wide Performance & Development scorecards.										
HCM_127	127	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to link overall rating and specific competency rating into overall compensation process for budgeting.										
HCM_128	128	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to maintain multiple performance management workflows and timelines for different groups (e.g., non-exempt, exempt, senior executives) and assign variable weightings to performance criteria for these different groups.										
HCM_129	129	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to query repository for performance management resources by keyword or phrase to identify employees who match criteria.										
HCM_130	130	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to "Push" or recommend relevant resources to employees and managers at each phase of performance management cycle.										
HCM_131	131	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to enforce deadlines for each phase of the performance management cycle and allow the monitoring of progress for a business unit or group.										
HCM_132	132	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to log performance events such as achievements and special projects which validate the performance rating ultimately awarded to the employee and ultimately view in talent profile										
HCM_133	133	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability for performance management view and transactions to be mobile-enabled. (e.g., smartphones, tablets).										
HCM_134	134	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability for managers to have a full or mass view to complete performance scores for all employees (instead of individually).										
HCM_135	135	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to have proxy rights that can be easily assigned to various leaders at the administrator level.										
HCM_136	136	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to initiate through workflow functionality, have the ability to rate employee performance using a Calibration Session, placing the individual in the rating scale they were last rated.										
HCM_137	137	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to print Calibration sessions in mass or for each individual.										
HCM_138	138	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to conduct self-reviews and to track coaching conversations.										
HCM_139	139	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to support both individual and team performance and to assign ratings to groups or to individuals.										
HCM_140	140	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to maintain audit trails on performance management goals with the ability to report off of the data and to support performance management auditing (e.g., monitor completion of performance management goals).										
HCM_141	141	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to document ongoing performance conversations and accommodate ongoing documentation in a user friendly fashion, with inclusion of things like templates so they can section based on key topics/feedback that make up those regular conversations.										
HCM_142	142	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability for employees to access and complete performance evaluation online and for managers to score performance online.										
HCM_143	143	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to configure and support individual development plans and to manage several plans concurrently (e.g., performance incentive plan, development plan).										
HCM_144	144	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to link performance evaluations to career development and succession planning.										
HCM_145	145	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to have multi-rate functionality (ability to have ratings from more than 1 person).										
HCM_146	146	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to assess eligibility for promotion or need for improvement / demotion online.										
HCM_147	147	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to support competency management and to select competencies from a library of competencies.										
HCM_148	148	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to review prior year competencies, configure the competency library, cascade competencies, have a workflow for manager approval of competencies, and have the manager provide feedback on individual competencies.										
HCM_149	149	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to link competencies to an individual development plan activity										
HCM_150	150	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to view an individual development plan in succession planning.										
HCM_151	151	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to select from library of development activities and define custom development activities and to cascade development activities.										
HCM_152	152	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to allow employee and manager commentary on each goal and competency and HR or senior manager to approve/view performance appraisals individually or in user defined batches.										
HCM_153	153	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability for the employee to view their own current and historical evaluations and set dates for when access is available (or have the ability for the manager to trigger access) and to electronically store and provide information on past performance evaluations.										
HCM_154	154	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to weight each employee's objectives differently based on user-defined criteria and based on the needs of that individual and or department.										
HCM_155	155	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to make comment fields required (triggered by extreme high or low scores on elements).										
HCM_156	156	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to record communications within the system between supervisor and employee (i.e., quarterly review sessions) during the evaluation period.										
HCM_157	157	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability for HR and various levels of supervision within a department to have view access to their employees' evaluations/objectives at any point in the cycle										
HCM_158	158	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to migrate past employee ratings from legacy performance systems.										
HCM_159	159	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to accommodate performance evaluation form types that are linked by employee classification.										
HCM_160	160	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to send reminders through e-mail to managers regarding the review deadlines and to provide calendar timeline for all employees to follow for their review cycle.										
HCM_161	161	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to separate the performance management cycle and the compensation cycle (ability to separate dates for each process).										

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Req. ID	Count	Process Level 0 Name	Process Level 1 Name	Process Level 2 Name	Requirement Details	Req. Priority	Contractor Response	Notes	System Component(s)	Software Module(s)	Test Case Number	Tested In	Implemented In	Verification	Additional Comments
HCM_162	162	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to enter out-of-cycle feedback (e.g., client, peer, manager) for employee.										
HCM_163	163	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to support performance management workflows.										
HCM_164	164	Human Resources	Talent Enablement	Talent Evaluation	The system has the ability to provide executive dashboard views of organizational performance measures and manager dashboard views of direct reports performance measures.										
HCM_165	165	Human Resources	Talent Enablement	Talent Enablement	The system has the ability to maintain a talent profile on both primary and secondary positions, assign ratings to both primary and secondary positions and for the talent profile to have career plans.										
HCM_166	166	Human Resources	Talent Enablement	Talent Enablement	The system has the ability to maintain audit trails on talent profile with the ability to report off of the data										
HCM_167	167	Human Resources	Human Resources	Talent Enablement	The system has the ability for the employee to provide input into their development plan and for a manager to approve the development plan.										
HCM_168	168	Human Resources	Human Resources	Talent Enablement	The system has the ability to support dual reporting, including multiple solid or dotted line reporting relationships.										
HCM_169	169	Human Resources	Human Resources	Talent Enablement	The system has the ability for managers to have a configurable team view of their team's skills.										
HCM_170	170	Human Resources	Human Resources	Talent Enablement	The system has the ability to create potential pools of talent (but not necessarily attached to a plan).										
HCM_171	171	Human Resources	Human Resources	Talent Enablement	The system has the ability to easily generate reports by leaders and HR that include historical and current information on development plans, career plans, skills acquired.										
HCM_172	172	Human Resources	Human Resources	Talent Enablement	The system has the ability to build performance metrics around scores / comp increases across the Authority departments.										
HCM_173	173	Human Resources	Human Resources	Talent Enablement	The system has the ability for application to identify key positions / roles for succession planning based upon pre-determined criteria (e.g., grade X and above) and to manually add or designate candidates or candidate pools for succession planning .										
HCM_174	174	Human Resources	Human Resources	Talent Enablement	The system has the ability to build and incorporate competencies into comprehensive succession plans by matching candidates to positions.										
HCM_175	175	Human Resources	Human Resources	Talent Enablement	The system has the ability to use HR data to forecast needs and to create "what if" scenarios for succession planning										
HCM_176	176	Human Resources	Human Resources	Talent Enablement	The system has the ability to provide readiness "rating" of candidates for succession planning from drop down list (e.g., ready in 2 - 3 years, ready in 5 years)										
HCM_177	177	Human Resources	Human Resources	Talent Enablement	The system has the ability to support succession planning queries based on a predefined set of succession planning criteria (e.g., job level, division, skill set location) and to identify diversity successors and percentage of positions with diversity successors identified.										
HCM_178	178	Human Resources	Human Resources	Talent Enablement	The system has the ability for position incumbent to view identified potential successors and successors that meet a set of criteria defined by the incumbent (e.g., job level, division, skill set, location)										
HCM_179	179	Human Resources	Human Resources	Talent Enablement	The system has the ability to use prior year succession plan as a starting point in development employee's current succession plan and update Succession Plan when employee changes position and to provide easy access to list of successors based on role profiles.										
HCM_180	180	Human Resources	Human Resources	Talent Enablement	The system has the ability to maintain succession plan history, identify future position vacancies and high-potential employees										
HCM_181	181	Human Resources	Human Resources	Talent Enablement	The system has the ability to alert succession planning manager of position changes and to 'score' and rank identified candidates to systematically match candidates to positions.										
HCM_182	182	Human Resources	Human Resources	Talent Enablement	The system has the ability to identify and flag potential blocks in succession plan based on individual development schedules and to suggest a development plan for identified candidates that can be tracked for these identified candidates.										
HCM_183	183	Human Resources	Human Resources	Talent Enablement	The system has the ability to identify positions where no succession exists and flag for recruiting, to create and assign an employee to specific talent pools and to assign a successor for more than one position.										
HCM_184	184	Human Resources	Human Resources	Talent Enablement	The system has the ability to track, highlight, categorize and document retention risk of employees (e.g., retiring, quitting, or transferring w/in 1-5 years).										
HCM_185	185	Human Resources	Human Resources	Talent Enablement	The system has the ability for manager to identify potential roles for direct reports.										
HCM_186	186	Human Resources	Human Resources	Talent Enablement	The system has the ability to view successor's talent profile and view employee's performance review from succession planning application.										
HCM_187	187	Human Resources	Human Resources	Talent Enablement	The system has the ability for an employee to self-nominate for a succession slot and pool										
HCM_188	188	Human Resources	Human Resources	Talent Enablement	The system has the ability to provide coaching tips, goal help, and online planning assistance with tools and tips for managers										
HCM_189	189	Human Resources	Human Resources	Talent Enablement	The system has the ability to allow manager to assign proxy/delegate capabilities										
HCM_190	190	Human Resources	Human Resources	Talent Enablement	The system has the ability to create talent profiles by position										
HCM_191	191	Human Resources	Human Resources	Talent Enablement	The system has the ability to have behavioral fit score capabilities (person to job) and percent position fit capabilities (person to job).										
HCM_192	192	Human Resources	Human Resources	Talent Enablement	The system has the ability to maintain audit trails on performance succession planning with the ability to report off of the data and to support performance management auditing (e.g., monitor completion of the succession planning).										
HCM_193	193	Human Resources	Human Resources	Talent Enablement	The system has the ability to have an Integrated Talent Profile that is easily customizable – display pictures, captures employee info: name, years in position, business unit, reports to, span of control, skills, experience, career interests, performance ratings, direct connection to LinkedIn.										
HCM_194	194	Human Resources	Human Resources	Talent Enablement	The system has the ability to have at-a-glance dashboard generating capabilities to enable visually informative multiple views of talent pools / bench strength through org chart view, calibration session view, and side by side and/or individual Talent Profile views.										
HCM_195	195	Human Resources	Human Resources	Talent Enablement	The system has the ability to integrate with workforce planning to model the impact of various workforce scenarios on chosen succession candidates and job groups/positions.										
HCM_196	196	Human Resources	Human Resources	Talent Enablement	The system has the ability to integrate with performance management, talent acquisition, job description, and career development applications / modules.										
HCM_197	197	Human Resources	Human Resources	Talent Enablement	The system has the ability to have an option to push out recognition/feedback to individuals from anyone in the system (leaders and individual contributors that may or may not have reporting relationships)										
HCM_198	198	Human Resources	Human Resources	Talent Enablement	The system has the ability to have Team Engagement Tracking										

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HCM_199	199	Human Resources	Human Resources	Talent Enablement	The system has the ability to conduct an assessment between the competencies, skills, certifications and education of a person and a job.										
HCM_200	200	Human Resources	Human Resources	Talent Enablement	The system has the ability to support all government required veterans reporting. (e.g., Vets 100/100A) including the maintenance of all required classifications and all reporting for Affirmative Action employees per OFCCP requirements.										
HCM_201	201	Human Resources	Human Resources	Talent Enablement	The system has the ability to enable new hires to electronically voluntarily disclose Gender, Ethnicity, Veteran Status, and Disability Status. Application must comply with all government requirements for new hire disclosures.										
HCM_202	202	Human Resources	Human Resources	Talent Enablement	The system has the ability to report on all changes made to Gender, Ethnicity, Veteran Status, and Disability status; ability to track for historical reporting and audit purposed, including the date, time, and user who made the change.										
HCM_203	203	Human Resources	Human Resources	Talent Enablement	The system has the ability for candidate response to EEO questions should default in the New Hire opportunity to disclose.										
HCM_204	204	Human Resources	Human Resources	Talent Enablement	The system has the ability to allow for a notification e-mail when a new hire fails to voluntarily disclose ethnicity or gender information.										
HCM_205	205	Human Resources	Human Resources	Talent Enablement	The system has the ability for applications to support the recurring survey requirements for this information, including an ability for the employee to maintain their Ethnicity, Veteran, and Disability Status.										
HCM_206	206	Human Resources	Human Resources	Talent Enablement	The system has the ability for employees to have access to their Gender, Ethnicity, Veterans, Status and Disability Status information.										
HCM_207	207	Human Resources	Human Resources	Talent Enablement	The system has the ability for Gender, Ethnicity, Veteran Status, and Disability Status to be included in general list for employee data exports.										
HCM_208	208	Human Resources	Human Resources	Talent Enablement	The system has the ability to support mass add, changes, deletes of gender, ethnicity, veteran status, and disability data.										
HCM_209	209	Human Resources	Human Resources	Talent Enablement	The system has the ability to configure a demographics dashboard that displays current and historical workforce data and that tracks applicant demographics by talent acquisition process steps (e.g., HR interview, HM interview, not selected, hired).										
HCM_210	210	Human Resources	Human Resources	Talent Enablement	The system has the ability to configure a dashboard to track promotions by workforce demographics										
HCM_211	211	Human Resources	Human Resources	Talent Enablement	The system has the ability to input and track good faith efforts for Affirmative Action requirements										
HCM_212	212	Human Resources	Human Resources	Talent Enablement	The system has the ability to be dynamic, user-friendly, effective Talent Search Function and Filtering capabilities.										
HCM_213	213	Human Resources	Human Resources	Talent Enablement	The system has the ability for employees to access and complete their Talent Profiles on a responsive design. The system should be able to provide mobile capabilities for employees with the applications.										
HCM_214	214	Human Resources	Human Resources	Talent Enablement	The system has the ability for managers to view employees Talent Profiles on a responsive design. The system should be able to provide mobile capabilities for managers with the applications.										
HCM_215	215	Human Resources	Human Resources	Talent Enablement	The system has the ability to support productivity analysis and reporting										
HCM_216	216	Human Resources	Human Resources	Talent Enablement	The system has the ability to edit review templates from year to year										
HCM_217	217	Human Resources	Human Resources	Talent Enablement	The system has the ability to be able to maintain employee certification information, including the type of certification, the date acquired, the date it expires, whether the certification is verified, and the certification number (if applicable). Certification codes should be able to be inactivated when no longer utilized.										
HCM_218	218	Human Resources	Human Resources	Talent Enablement	The system has the ability to be able to track/maintain which certifications are required for a particular job. Need to be able to group certifications that may meet a job requirement (e.g., a NPR or BLS meets the requirement). Need to be able to track any exceptions to requirements at the employee level (e.g., employee John Smith is not required to have a BLS, even though the job he is in requires it).										
HCM_219	219	Human Resources	Human Resources	Talent Enablement	The system has the ability for employees to submit certifications they have completed, including the attachment of documentation. There should be a configurable workflow by which this information can be reviewed and approved by an administrator.										
HCM_220	220	Human Resources	Human Resources	Talent Enablement	The system has the ability for attached certification document to be exportable to an employee personnel file application.										
HCM_221	221	Human Resources	Human Resources	Talent Enablement	The system has the ability for Managers to have access to view employee certifications in mass (list view) for their direct reports and downline and to filter certification data for employees with expired certifications that are required for their job and overdue (or almost overdue)..										
HCM_222	222	Human Resources	Human Resources	Talent Enablement	The system has the ability for employees to have the ability to receive email notification when they have a certification required for a job that is due with certain number of days. These notifications must be configurable by certification.										
HCM_223	223	Human Resources	Human Resources	Talent Enablement	The system has the ability for managers to have the ability to receive e-mail notification when an employee has a certification required for a job that is due with certain number of days or if the employee does not have a required certification. These notifications have the ability to be configurable by certification.										
HCM_224	224	Human Resources	Human Resources	Talent Enablement	The system has the ability to provide basic list views of data that are easily exportable to Excel for HR Administrators of certification information, also inclusive of basic employee data (e.g., job title, department, supervisor).										
HCM_225	225	Human Resources	Human Resources	Talent Enablement	The system has the ability of certification information to be visible as a part of the employee's profile for talent management.										
HCM_226	226	Human Resources	Human Resources	Talent Enablement	The system has the ability to capture certification information during the application process and retain this information within the employee profile once hired and information has been verified (with proof of certification information).										
HCM_227	227	Human Resources	Human Resources	Talent Enablement	The system has the ability to be able to maintain employee license information, including the type of license, the date acquired, the date it expires, the issuing state and the license number. License codes should be able to be inactivated when no longer utilized.										
HCM_228	228	Human Resources	Human Resources	Talent Enablement	The system has the ability to track/maintain which licenses are required for a particular job. Ability to group licenses that may meet a job requirement (for example, a NP or PA meets the requirement). Ability to be able to track any exceptions to requirements at the employee level (for example, employee John Smith is not required to have a RN, even though the job he is in requires it).										
HCM_229	229	Human Resources	Human Resources	Talent Enablement	The system has the ability to submit licenses they have completed, including the attachment of documentation, including a configurable workflow where information can be reviewed and approved by an administrator.										
HCM_230	230	Human Resources	Human Resources	Talent Enablement	The system has the ability for attached license document to be exportable to an employee personnel file application.										

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Exhibit F-Revised-2 (6/30/2021)

Req. ID	Count	Process Level 0 Name	Process Level 1 Name	Process Level 2 Name	Requirement Details	Req. Priority	Contractor Response	Notes	System Component(s)	Software Module(s)	Test Case Number	Tested In	Implemented In	Verification	Additional Comments
HCM_231	231	Human Resources	Human Resources	Talent Enablement	The system has the ability for managers to access and to view employee licenses in mass (list view) for their direct reports and downline and to filter license data for employees with expired licenses that are required for their job and overdue (or almost overdue).										
HCM_232	232	Human Resources	Human Resources	Talent Enablement	The system has the ability for employees to receive email notification when they have a license required for a job that is due with xx days, and these notifications are configurable by license.										
HCM_233	233	Human Resources	Human Resources	Talent Enablement	The system has the ability for managers to receive email notification when an employee has a license required for a job that is due with xx days or if the employee does not have the required license., and these notifications are configurable by license.										
HCM_234	234	Human Resources	Human Resources	Talent Enablement	The system has the ability for license information to be visible as a part of the employee's profile for talent management.										
HCM_235	235	Human Resources	Human Resources	Talent Enablement	The system has the ability when an applicant enters license information during the application process, for this information to exist on their employee profile once hired and information has been verified										
HCM_236	236	Human Resources	Human Resources	Talent Enablement	The system has the ability to maintain employee education information, including the degree, ranking (for reporting highest level of degree), institution, subject, the date acquired, in progress, verified (if applicable). Ability for all fields to be normalized lists with codes and descriptions. All codes are able to be to be inactivated when no longer utilized.										
HCM_237	237	Human Resources	Human Resources	Talent Enablement	The system has the ability to track/maintain degrees that are required for a particular job. Ability to track when a degree is required in the xx amount of time (such as BS is required within 4 years).										
HCM_238	238	Human Resources	Human Resources	Talent Enablement	The system has the ability for employees to submit degrees they have completed, including the attachment of documentation. Ability for a configurable workflow by which this information can be reviewed and approved by an administrator.										
HCM_239	239	Human Resources	Human Resources	Talent Enablement	The system has the ability for an attached education (transcript) document to be exportable to an employee personnel file application.										
HCM_240	240	Human Resources	Human Resources	Talent Enablement	The system has the ability for managers to have access to view employee degrees in mass (list view) for their direct reports and downline.										
HCM_241	241	Human Resources	Human Resources	Talent Enablement	The system has the ability for managers to have the ability to filter education data for employees with required education that is not yet meet/approaching due date.										
HCM_242	242	Human Resources	Human Resources	Talent Enablement	The system has the ability for employees to receive email notifications when they have an education required for a job that is due with xx years. These notifications are configurable by degree/job.										
HCM_243	243	Human Resources	Human Resources	Talent Enablement	The system has the ability for managers to have the ability to receive email notification when an employee has an education required for a job that is due with xx years. These notifications have the ability to be configurable by degree/job.										
HCM_244	244	Human Resources	Human Resources	Talent Enablement	The system has the ability for education information to be visible as a part of the employee's profile for talent management.										
HCM_245	245	Human Resources	Total Rewards	Compensation Administration	The system has the ability to help ensure increases are allocated consistently across the organization while staying within overall merit increase budget to establish merit budget, allow managers to go over budget, but control through workflow/approval process										
HCM_246	246	Human Resources	Total Rewards	Compensation Administration	The system has the ability to allow roll-up for senior management review, analysis and approval with roll-up is based on management relationship (in reporting chain).										
HCM_247	247	Human Resources	Total Rewards	Compensation Administration	The system has the ability to allow senior management to review portions of their organization or groups of departments for analysis of merit allocations										
HCM_248	248	Human Resources	Total Rewards	Compensation Administration	The system has the ability to maintain user defined merit matrix and to determine merit increase based on performance rating or other user defined field and position in band and market range.										
HCM_249	249	Human Resources	Total Rewards	Compensation Administration	The system has the ability to enable supervisor to model various merit amounts and see impact on department budget										
HCM_250	250	Human Resources	Total Rewards	Compensation Administration	The system has the ability to allow for combination of percentage increase, merit dollar amount, and lump sum merit and include in calculation against budget										
HCM_251	251	Human Resources	Total Rewards	Compensation Administration	The system has the ability to pend merit increase for employee on unpaid LOA and trigger increase to be effective on return to work date										
HCM_252	252	Human Resources	Total Rewards	Compensation Administration	The system has the ability for manager to view all compensation elements on an employee (e.g., merit, short-term incentive, long-term incentive).										
HCM_253	253	Human Resources	Total Rewards	Compensation Administration	The system has the ability to allow compensation personnel to structure multiple separate salary increase plan types / multiple budgets which may vary from year to year.										
HCM_254	254	Human Resources	Total Rewards	Compensation Administration	The system has the ability to maintain incentive eligibility, target, mix and measures and final awards.										
HCM_255	255	Human Resources	Total Rewards	Compensation Administration	The system has the ability to determine incentive bonus based on individual performance and/or company/unit financial performance (up to 3 different company/financial objectives)										
HCM_256	256	Human Resources	Total Rewards	Compensation Administration	The system has the ability to enable supervisor to model various short-term incentive bonus amounts and see impact on department budget										
HCM_257	257	Human Resources	Total Rewards	Compensation Administration	The system has the ability to update employee pay record after final approval submitted										
HCM_258	258	Human Resources	Total Rewards	Compensation Administration	The system has the ability to allow roll-up for senior management review, analysis and approval with roll-up based on management relationship (in reporting chain).										
HCM_259	259	Human Resources	Total Rewards	Compensation Administration	The system has the ability to add/update salaries in batch mode and individual mode and to provide future dated salary changes.										
HCM_260	260	Human Resources	Total Rewards	Compensation Administration	The system has the ability to provide workflow for off cycle (ad hoc) salary change and reason(s) for change										
HCM_261	261	Human Resources	Total Rewards	Compensation Administration	The system has the ability to maintain allowances by type (e.g., meal, housing, transportation) and calculation method (e.g., percentage of base, flat amount).										
HCM_262	262	Human Resources	Total Rewards	Compensation Administration	The system has the ability for manager to recommend one-time payments (e.g. retention bonus, project bonus, etc.) and route for approval with supporting documentation attached.										
HCM_263	263	Human Resources	Total Rewards	Compensation Administration	The system has the ability to maintain salary structure including min, mid and max market rates by geographic area within a band and within a market zone										
HCM_264	264	Human Resources	Total Rewards	Compensation Administration	The system has the ability to maintain position information, including job codes, grades, titles, market zone/band, incentive level, FLSA and workers' comp code.										
HCM_265	265	Human Resources	Total Rewards	Compensation Administration	The system has the ability to store position descriptions (and archived versions) in application										
HCM_266	266	Human Resources	Total Rewards	Compensation Administration	The system has the ability to provide for multiple types of job information including responsibilities, skills, education, certifications required, physical ability requirements, safety equipment required, health risks and other workplace considerations										
HCM_267	267	Human Resources	Total Rewards	Compensation Administration	The system has the ability to perform salary structure modeling and store benchmark salary data.										

Req. ID	Count	Process Level 0 Name	Process Level 1 Name	Process Level 2 Name	Requirement Details	Req. Priority	Contractor Response	Notes	System Component(s)	Software Module(s)	Test Case Number	Tested In	Implemented In	Verification	Additional Comments
HCM_268	268	Human Resources	Total Rewards	Compensation Administration	The system has the ability to perform market pricing using analytical tools.										
HCM_269	269	Human Resources	Total Rewards	Compensation Administration	The system has the ability to support the comparison of internal jobs to survey jobs, noting differences between internal and survey jobs and allowing for the same job to be matched to multiple survey jobs (multiple surveys and multiple jobs in same survey).										
HCM_270	270	Human Resources	Total Rewards	Compensation Administration	The system has the ability to calculate and record compensation ratios and salary positions.										
HCM_271	271	Human Resources	Total Rewards	Compensation Administration	The system has the ability to project and analyze salary information with report writing tools										
HCM_272	272	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to automate forms administered in Health & Welfare Benefits (e.g., 401K form to be sent automatically to the Contractor after completion).										
HCM_273	273	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability for self-service option for employees and managers to initiate, view selected options or plans and to view FMLA usage and balances.										
HCM_274	274	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to have multiple employee self-service open enrollment periods and also option periods for changes with a variety of rules and criteria.										
HCM_275	275	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to notify the user of a change to benefits eligibility resulting from a change in key employer-owned data elements via email linking to enrollment site (e.g., change in employment status, change in scheduled hours).										
HCM_276	276	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to provide on-line enrollment capability for annual enrollment and ongoing life events (e.g., marriage, birth, divorce).										
HCM_277	277	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to control the allowable benefit changes based on life event and regulations.										
HCM_278	278	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to provide online confirmation statement of benefits elections and dependent/beneficiary data.										
HCM_279	279	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to future date transactions and store complete benefits status history										
HCM_280	280	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to store the benefits data in each employee record for each benefit (e.g., benefit program, eligibility status (Y/N), eligibility date, enrollment status (not eligible, enrolled, withdrawn, pending, not elected, refused), enrollment option (for benefits with multiple plans) and coverage (employee only, spouse, dependents).										
HCM_281	281	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to generate personalized online enrollment statements for employees based on specific plan eligibility and current benefit elections (levels of life insurance, employee cost, etc.)										
HCM_282	282	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to assign default or passive enrollment if no selection is made at enrollment.										
HCM_283	283	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to record and track waived coverage. This includes the ability to require employee "action" to validate waiver.										
HCM_284	284	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to automatically terminate specified benefits based on specific changes in employment / eligibility status.										
HCM_285	285	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability for process participant status changes and determine eligibility (e.g., job status change, transfer, family status changes, etc.) in accordance with administrative guidelines.										
HCM_286	286	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to automate termination of benefits when no longer eligible or leave status.										
HCM_287	287	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to enforce plan limits, such as contribution to HSA and FSA and have the flexibility to take contributions pre and post-tax basis on individual elections										
HCM_288	288	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to pro-rate and calculate any plans that have an employer contribution or monthly employer deposits										
HCM_289	289	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to provide decision support tools (e.g., FSA modeler, plan comparison)										
HCM_290	290	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to communicate and automate arrearages to Payroll anytime they need to be calculated										
HCM_291	291	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to maintain and administer multiple benefits programs and plans. Programs and plans may vary based on the employee's group or category.										
HCM_292	292	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to store, at minimum, benefit plan information that includes benefit plan identification, eligibility criteria (e.g., minimum job grade, length of service, union designation, age), eligibility date, eligibility hours (minimum hours), and eligibility earnings (base salary, benefits salary, YTD earnings).										
HCM_293	293	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to track and report benefit costs (both employee and company costs) by plan, coverage, employee, etc.										
HCM_294	294	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to develop automated interfaces with all carriers and providers for each plan identified to transmit election / coverage data at the conclusion of the annual enrollment period.										
HCM_295	295	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to develop accurate and automated interfaces with all benefits and retirement Contractors to ensure proper and timely eligibility, election, contribution, deduction, termination, COBRA and conversion information tracking.										
HCM_296	296	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to determine when EOI is necessary, capture pended plans and options, accept and respond to carrier approvals and rejections (online and batch).										
HCM_297	297	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to maintain plan summaries and other information online and enable single sign-on link to plan summaries and other information										
HCM_298	298	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to maintain dependents for all standard and company defined benefit plans.										
HCM_299	299	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to support tracking and automation of Qualified Medical Child Support Orders and to limit employee's ability to make changes when a QMSCO is in force										
HCM_300	300	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to maintain status indicators for eligibility (e.g., age, disable dependents).										
HCM_301	301	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to maintain historical data on former and non-employees with benefit coverage (e.g., retirees, spouses).										
HCM_302	302	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability for spouses and dependents to have coverage independent of a former employee/retiree who is no longer eligible for company benefits due to Medicare eligibility										
HCM_303	303	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to maintain beneficiaries for all standard and company defined benefit plans.										
HCM_304	304	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to maintain primary and secondary beneficiaries, including trusts and to designate different beneficiaries for different benefits plans.										

Req. ID	Count	Process Level 0 Name	Process Level 1 Name	Process Level 2 Name	Requirement Details	Req. Priority	Contractor Response	Notes	System Component(s)	Software Module(s)	Test Case Number	Tested In	Implemented In	Verification	Additional Comments
HCM_305	305	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to notify the user of a change to benefits eligibility resulting from a change in key employer-owned data elements via email linking to enrollment site (e.g., change in employment status, change in scheduled hours, etc.)										
HCM_306	306	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to provide on-line enrollment capability for annual enrollment and ongoing life events (e.g., marriage, birth, divorce, etc.) including but not limited to mobile enablement, reminders and notifications										
HCM_307	307	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to accommodate for the flexibility to effective date the employee population										
HCM_308	308	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to control the allowable benefit changes based on life event and regulations.										
HCM_309	309	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to provide online confirmation statement of benefits elections and dependent/beneficiary data.										
HCM_310	310	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to support a variety of leave plans, including federal FMLA and state FMLA, Leaves of Absence (LOA), Military, Personal, Unpaid, Disability and Sickness leave. This support should include paid and unpaid time to include medical certification process date due, date received and notifications to employee. (e.g., PTO, vacation, holiday, FMLA).										
HCM_311	311	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to support different calendars for tracking leave (e.g., anniversary date, calendar year, rolling forward, rolling backward).										
HCM_312	312	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to support online accrual of leave rules and calculations and provide a year-end rollover calculation and process for leave plans (e.g., reset or do not reset eligibility according to plan rules).										
HCM_313	313	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to support premium sharing policy (employee pays 100% while on leave) and to put a non-paid employee on a leave of absence.										
HCM_314	314	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to tailor benefits packages by employee type (e.g., benefit and non-benefited employees, interns, students).										
HCM_315	315	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to automate benefits eligibility maintenance to include start and end dates for dependents, use postal codes to determine benefits eligibility, define health plan attributes and create benefits eligibility criteria based on employee attributes.										
HCM_316	316	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to define coverage groups which control the aggregate maximum amount of coverage.										
HCM_317	317	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to define life and AD&D plan coverage basis including coverage and group and to define deductions for retroactive processing.										
HCM_318	318	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to identify benefit providers (names, addresses, contacts, policy information), define participating benefit programs, validation and finalization actions and define the regulatory rules governing nondiscrimination testing.										
HCM_319	319	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to identify the enrollment period, election window, participating benefit programs and to identify the rules for the marriage, divorce, birth and adoption life events.										
HCM_320	320	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to maintain the lists of criteria used to determine benefits eligibility and to manage and maintain OSHA reporting requirements: 300, 301 and 301A forms.										
HCM_321	321	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to manage workers compensation benefits and leave administration and to automatically change an employee's worker's comp status from WC to WC-3 after 3 months.										
HCM_322	322	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to manage, maintain and calculate benefits eligibility, continuous, intermittent and reduced hours worked, schedule/tracking and to manage and calculate benefit deduction repayment installment options, retirement plan loan deductions.										
HCM_323	323	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to trigger notification to stop deductions based on leave policies (e.g., DC contributions, benefits) and define codes for number/type of individuals eligible for each level of coverage.										
HCM_324	324	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to manage pre and post-tax benefit plans, assign benefits based on employee groups / rules and define criteria used to automate benefits processing.										
HCM_325	325	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to apply and change business rules associated with manager and employee initiated actions and to configure and trigger appropriate forms/letters to automatically advise carrier, managers, and other key stakeholders of leave beginnings and endings.										
HCM_326	326	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to create forms (e.g., employee benefit statement, benefit election confirmation statements, benefit program fact sheets, employee accident report forms) and to create and maintain Benefits Certifications.										
HCM_327	327	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability for manager to confirm online that employee has returned to work.										
HCM_328	328	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to identify employee/dependent relationships which qualify for legal dependent status and to track who waived/declined specific benefits.										
HCM_329	329	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to use analytics to provide a Total Rewards Statement.										
HCM_330	330	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to inquire and export benefits on data in various formats (e.g., Excel, csv, pdf) and to batch import or receive a real-time integration of employee benefit elections.										
HCM_331	331	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability for benefits information to be interfaced and/or integrated with 3rd party Contractors/software and to support automated inbound interfaces from multiple sources (e.g., 401K Contractor, benefit Contractors) and apply to employee earnings record/calculate appropriate pay.										
HCM_332	332	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to track leave duration, and trigger a change in leave status when appropriate and to support automatic notifications to managers when employee is due to and returns from leave.										
HCM_333	333	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to trigger automatic employment events data updates and/or additional "transaction wizards" and to enforce necessary downstream changes to all other modules (e.g., time and attendance, benefits, payroll, compensation)										
HCM_334	334	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability for an automatic setup and update of employee records based on changes to personal data in the core human resources module (e.g., zip code) through real-time integration in the system										
HCM_335	335	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to trigger FMLA reminders around 7 and 15 day waiting periods.										
HCM_336	336	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to process/document reasons for LOA (medical or other), initiate "hard stop" if there is no documentation and to place employee on leave without pay until proper documentation is attached.										

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HCM_337	337	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to monitor leave processes and trigger/create worklist for appropriate employee and/or supervisor follow-up (e.g., e-mail, correspondence).										
HCM_338	338	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to support the Affordable Care Act (ACA) and the ACA benefits process and to assess / determine impact on requirements for benefits.										
HCM_339	339	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to identify employee benefit changes needed, by employee group, for specific work/life events.										
HCM_340	340	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to create rules to automatically end employee's benefits options upon termination or change in eligibility.										
HCM_341	341	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to configure benefit and employee screens by security roles at the employee & supervisor level.										
HCM_342	342	Human Resources	Total Rewards	Health & Welfare Benefits Administration	The system has the ability to integrate the PTO accrual within the core human resources module with automated PTO journal entries within the ledger for each cost center.										
HCM_343	343	Human Resources	Total Rewards	Retirement Administration	The system has the ability to manage, maintain and calculate retirement account limits and earnings (IRS and plan design driven)										
HCM_344	344	Human Resources	Total Rewards	Retirement Administration	The system has the ability to maintain (non-qualified plan) deferred compensation bonus election and apply to final payout.										
HCM_345	345	Human Resources	Total Rewards	Retirement Administration	The system has the ability to designate whether compensation is taxable or non-taxable or considered earnable compensation for retirement purposes.										
HCM_346	346	Human Resources	Total Rewards	Retirement Administration	The system has the ability to calculate employer and employee portions of deductions for retirement.										
HCM_347	347	Human Resources	Total Rewards	Retirement Administration	The system has the ability to accommodate multiple retirement plans and options.										
HCM_348	348	Human Resources	Total Rewards	Retirement Administration	The system has the ability to incorporate service credit data based upon multiple user-defined rules for retirement purposes.										
HCM_349	349	Human Resources	Workforce Administration	Organization Management	The system has the ability to track multiple supervisors and support a matrix reporting structure; ability to support authority based responsibility										
HCM_350	350	Human Resources	Workforce Administration	Organization Management	The system has the ability to provide secondary managers / leaders with access to their employee data, to track cost center manager and/or different leaders and to track hierarchy										
HCM_351	351	Human Resources	Workforce Administration	Organization Management	The system has the ability to produce dynamic organization charts for online viewing, showing dotted line reporting relationships and contact details via org chart view.										
HCM_352	352	Human Resources	Workforce Administration	Organization Management	The system has the ability to maintain organizational history and allow organizational modeling (e.g., workforce analytics, organization design).										
HCM_353	353	Human Resources	Workforce Administration	Organization Management	The system has the ability to track special employment agreements and other special information. (e.g., certifications, licenses, immunizations) and to process employment events mid payroll period (i.e. transfers).										
HCM_354	354	Human Resources	Workforce Administration	Organization Management	The system has the ability to perform mass updates through identification of employee group criteria (e.g., change of cost centers); mass updates should be able to utilize all the same business logic and validation rules as the equivalent single record online event, and should be able to trigger all the same downstream activities.										
HCM_355	355	Human Resources	Workforce Administration	Organization Management	The system has the ability for the automation of transfers to eliminate any situation that might require entering a termination and new hire, or reentering any employee information already existing in the database. Notify payroll of transfers and the tax consequences.										
HCM_356	356	Human Resources	Workforce Administration	Organization Management	The system has the ability for an automated notification to cancel system security upon termination or when an employee moves to severance status										
HCM_357	357	Human Resources	Workforce Administration	Organization Management	The system has the ability to apply data validations "up front" to prevent employees (and other users) from omitting required information relevant to the specific personal data transaction (e.g., effective date) or entering invalid data combinations (e.g., ZIP code vs. state)										
HCM_358	358	Human Resources	Workforce Administration	Organization Management	The system has the ability to create retroactive personal data changes only in accordance with policy, business rules and regulations and with approval workflow if a certain amount of time has elapsed; trigger checklist of things to consider related to the data change (e.g., marriage triggers notification to consider changing benefits).										
HCM_359	359	Human Resources	Workforce Administration	Organization Management	The system has the ability to use effective dates associated with personal data changes as criteria in business rules, eligibility logic and data validations										
HCM_360	360	Human Resources	Workforce Administration	Organization Management	The system has the ability to maintain audit trails of personal data changes										
HCM_361	361	Human Resources	Workforce Administration	Organization Management	The system has the ability for the automation of payroll and benefit changes arising from pending personal data transactions at the appropriate future date/processing cycle.										
HCM_362	362	Human Resources	Workforce Administration	Organization Management	The system has the ability for the automation of payroll and benefit changes arising from retroactive human resources personal data transactions when allowed and/or notification to administrators of need for exception processing										
HCM_363	363	Human Resources	Workforce Administration	Organization Management	The system has the ability to track information with expiration dates or annual validation, trigger notifications prior to renewal and report past due instances (safety training update). Certifications, Licenses, Immunizations, Flu, etc.										
HCM_364	364	Human Resources	Workforce Administration	Organization Management	The system has the ability to track and maintain cost center data for multiple levels of responsibility (e.g. manager) and track multiple supervisors to an employee; a solid line supervisor and multiple dotted line supervisors										
HCM_365	365	Human Resources	Workforce Administration	Organization Management	The system has the ability to track / report employees in multiple job descriptions (e.g., job shadowing) to include a supervisor to each job.										
HCM_366	366	Human Resources	Workforce Administration	Organization Management	The system has the ability to track multiple hire, termination, and rehire dates										
HCM_367	367	Human Resources	Workforce Administration	Organization Management	The system has the ability to add employment status codes and build rules/logic associated to the additional status codes and to capture an unlimited/defined number of pay types per user.										
HCM_368	368	Human Resources	Workforce Administration	Organization Management	The system has the ability to administer, track and maintain data related to the Exit Interview Process for internal (transfers) and external exits.										
HCM_369	369	Human Resources	Workforce Administration	Organization Management	The system has the ability to create pending future-dated transactions and/or transactions with future-dated triggering elements (e.g., severance end date) and to initiate/track and report other employee event processes as appropriate (e.g., redeployment, termination, extension of leave).										
HCM_370	370	Human Resources	Workforce Administration	Organization Management	The system has the ability to identify rehires/reinstates and calculate/recalculate continuous service date and adjusted hire date, with provision for overrides.										
HCM_371	371	Human Resources	Workforce Administration	Organization Management	The system has the ability to maintain an employee in 2 or more cost centers and/or cost centers simultaneously and ability to do this with a person in both an employed and non-employed status										
HCM_372	372	Human Resources	Workforce Administration	Organization Management	The system has the ability to automatically adjust appropriate eligibility dates or other fields based on length of leave.										

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Req. ID	Count	Process Level 0 Name	Process Level 1 Name	Process Level 2 Name	Requirement Details	Req. Priority	Contractor Response	Notes	System Component(s)	Software Module(s)	Test Case Number	Tested In	Implemented In	Verification	Additional Comments
HCM_373	373	Human Resources	Workforce Administration	Organization Management	The system has the ability of system to integrate and maintain appropriate alignment between org structure and cost center between the HCM/Supply Chain and Finance ERP modules										
HCM_374	374	Human Resources	Workforce Administration	Organization Management	The system has the ability to automate notifications regarding the retrieval of company property (e.g., keys, ID cards) when employee terminates, is transferred, and completes the exit interview and for an automatic notification to cancel system security upon termination.										
HCM_375	375	Human Resources	Workforce Administration	Organization Management	The system has the ability to trigger payroll notification upon termination for pay-out as required.										
HCM_376	376	Human Resources	Workforce Administration	Organization Management	The system has the ability for manager transaction initiation capabilities apply to all subordinates within their purview, not just direct reports; ability for proxy and delegates										
HCM_377	377	Human Resources	Workforce Administration	Organization Management	The system has the ability for manager view capabilities apply to all subordinates within their purview, not just direct reports										
HCM_378	378	Human Resources	Workforce Administration	Organization Management	The system has the ability for managers to view labor costs in aggregate, by pay component.										
HCM_379	379	Human Resources	Workforce Administration	Organization Management	The system has the ability to utilize position control functionality in, and as part of, the talent acquisition process.(In other words, limiting the ability to create a requisition based on position control).										
HCM_380	380	Human Resources	Workforce Administration	Organization Management	The system has the ability to structure and track positions for 'one to many employees' and/or 'one to one'										
HCM_381	381	Human Resources	Workforce Administration	Organization Management	The system has the ability to be able to track "non-employees", including "contractors" or temporary workforce										
HCM_382	382	Human Resources	Workforce Administration	Organization Management	The system has the ability to manage and track real time position vacancy data										
HCM_383	383	Human Resources	Workforce Administration	Organization Management	The system has the ability to manage employee in multiple roles in multiple unions and multiple companies										
HCM_384	384	Human Resources	Workforce Administration	Organization Management	The system has the ability to add historical requirements--access to and track history associated with position conversions										
HCM_385	385	Human Resources	Workforce Administration	Organization Management	The system has the ability to customize and adjust to modify positions / FTE control and to manage FTE count.										
HCM_386	386	Human Resources	Workforce Administration	Organization Management	The system has the ability to Identify and track funding sources of position (e.g., grant, foundation) and to assign attributes to a specific position, individual, etc.										
HCM_387	387	Human Resources	Workforce Administration	Organization Management	The system has the ability to support productivity analysis and reporting										
HCM_388	388	Human Resources	Workforce Administration	Organization Management	The system has the ability to automatically switch the exiting Manager's name to the exiting Manager's next level (or peer) when a manager transfers or terminates. Upon filling the Role, the system should automatically switch to the new Manager's name.										
HCM_389	389	Human Resources	Workforce Administration	Organization Management	The system has the ability to have a permanent, unique identifier for all Non-Employees created and assigned (similar to an employee number).										
HCM_390	390	Human Resources	Workforce Administration	Organization Management	The system has the ability to allow a Non-Employee to be assigned to multiple roles (e.g., volunteer, contractor). The system should consider the most restrictive role as the driver for fulfilling all on-boarding and on-going requirements.										
HCM_391	391	Human Resources	Workforce Administration	Organization Management	The system has the ability to maintain policies online to provide continuous access to employees										
HCM_392	392	Human Resources	Workforce Administration	Organization Management	The system has the ability to track policy and/or SOPs maintenance status and report progress to the respective review stakeholders										
HCM_393	393	Human Resources	Workforce Administration	Organization Management	The system has the ability to track policy owner responsible for policy maintenance for each policy and able to report the policy owner by policy, and all the policies for each policy owner										
HCM_394	394	Human Resources	Workforce Administration	Organization Management	The system has the ability for employee to electronic acknowledge and authorize receipt and understanding of key policies										
HCM_395	395	Human Resources	Workforce Administration	Organization Management	The system has the ability to store state disciplinary and grievance issues. Record multiple/various data elements regarding the employee and the issue.										
HCM_396	396	Human Resources	Workforce Administration	Organization Management	The system has the ability to record disciplinary actions to include drill down from multiple levels (employee, date, issue, location, etc.) into action details										
HCM_397	397	Human Resources	Workforce Administration	Organization Management	The system has the ability to record disciplinary actions to include standard action types and multiple dates related to the action and actual and proposed penalties.										
HCM_398	398	Human Resources	Workforce Administration	Organization Management	The system has the ability to select and track grievant on a grievance (employee, group of employees, or class)										
HCM_399	399	Human Resources	Workforce Administration	Organization Management	The system has the ability to track the life of a grievance (initiation through process through action) and record a decision *capture/record the "life" of the case in the database * drill down on individual actors, actions and dates. This capability should include the ability to record all required follow-up steps and the time frame for completion.										
HCM_400	400	Human Resources	Workforce Administration	Organization Management	The system has the ability to create a grievance online through self-service and print a form; offer different forms based on union and grievance type and to view all grievances in a summary format.										
HCM_401	401	Human Resources	Workforce Administration	Organization Management	The system has the ability to track employee issue by type, by department, by business unit, etc. and to maintain employee issue resolution job aid/guide and be auto populated on screen when employee issue type selected.										
HCM_402	402	Human Resources	Workforce Administration	Organization Management	The system has the ability to create employee issue reporting on each data field or combination of data fields (optimal flexibility), to restrict access by role to employee issue and labor relations grievance data and to track employee issue advisor(s) responsible for processing and resolving case.										
HCM_403	403	Human Resources	Workforce Administration	Organization Management	The system has the ability to maintain employee corrective action information, including different processes by group (e.g., steps of specific unions, exempt employees), step (e.g., 1st warning to termination to appeal), reason for action (e.g., tardiness, conduct) the date issued, results of appeal, and basic information for the employee at issue (e.g., job, supervisor).										
HCM_404	404	Human Resources	Workforce Administration	Organization Management	The system has the ability for managers to be able to create corrective action steps for their employees and for managers to be able to attach documentation for every step in the corrective action process.										
HCM_405	405	Human Resources	Workforce Administration	Organization Management	The system has the ability for managers to view employee corrective actions in mass (list view) for their direct reports and downline.										
HCM_406	406	Human Resources	Workforce Administration	Organization Management	The system has the ability whether an employee has a corrective action within the last year is visible to recruiters on their application for internal applications.										
HCM_407	407	Human Resources	Workforce Administration	Organization Management	The system has the ability to have aggregated analytics available on Corrective Actions, reasons for actions, trends of the last year in number by step/job/group, etc. These analytics should be assessable for leaders for their entire downlines as well as HR.										
HCM_408	408	Human Resources	Workforce Administration	Mobility	The system has the ability for an employee to change legal and preferred name in ESS, with workflow for approvals, and to update emergency contact information in ESS. Employees should also be able to update phone number in ESS, including having multiple contact points as well as address data.										

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HCM_409	409	Human Resources	Workforce Administration	Mobility	The system has the ability to maintain email addresses in ESS, including a secondary email address and differentiate between home, work.										
HCM_410	410	Human Resources	Workforce Administration	Mobility	The system has the ability to write rules for ESS / MSS to prevent users from omitting required information or entering invalid data (e.g., direct deposit routing number, address format), with external validations vs internal										
HCM_411	411	Human Resources	Workforce Administration	Mobility	The system has the ability for terminated employees to access ESS for select information										
HCM_412	412	Human Resources	Workforce Administration	Mobility	The system has the ability for a manager to make corrections to pending transactions in MSS without starting from scratch with appropriate approval re-routing.										
HCM_413	413	Human Resources	Workforce Administration	Mobility	The system has the ability for an employee to change SSN in ESS and upload documentation, with workflow for approvals										
HCM_414	414	Human Resources	Workforce Administration	Mobility	The system has the ability for an employee to change work location, building, floor, office#, in ESS and MSS, with workflow for approvals										
HCM_415	415	Human Resources	Workforce Administration	Mobility	The system has the ability to attach validation / edits in general to ESS and MSS data entry fields to ensure overall data integrity										
HCM_416	416	Human Resources	Workforce Administration	Mobility	The system has the ability to maintain veterans and disability status in ESS.										
HCM_417	417	Human Resources	Workforce Administration	Mobility	The system has the ability to save a transaction in progress so that an EE (ESS) or manager (MSS) may return to finish the transaction later										
HCM_418	418	Human Resources	Workforce Administration	Mobility	The system has the ability to view employee profile in MSS and to view pending and future dated transactions in MSS.										
HCM_419	419	Human Resources	Workforce Administration	Mobility	The system has the ability to ensure both ESS and MSS are mobile compatible.										
HCM_420	420	Human Resources	Workforce Administration	Mobility	The system has the ability for an employee to change DOB in ESS and upload documentation, with workflow for approvals.										
HCM_421	421	Human Resources	Workforce Administration	Mobility	The system has the ability for an employee to change gender in ESS, with workflow for approvals.										
HCM_422	422	Human Resources	Workforce Administration	Mobility	The system has the ability in MSS workflow to have a workflow escalated based on a specific calendar event (e.g., payroll cutoff).										
HCM_423	423	Human Resources	Workforce Administration	Mobility	The system has the ability to initiate promotions, transfers, reassignments, and terminations via MSS and to view pay rate change and job history in MSS.										
HCM_424	424	Human Resources	Workforce Administration	Mobility	The system has the ability for managers and employees to view employee pay-statements in ESS / MSS.										
HCM_425	425	Human Resources	Workforce Administration	Mobility	The system has the ability to provide ESS option for state tax withholding designations and other components of pay with rules "triggering" employee to complete state W4 when required by the resident state.										
HCM_426	426	Human Resources	Workforce Administration	Mobility	The system has the ability to provide ESS for federal tax withholding modeling and changes; ability to view prior history/models before confirming W-4 selections.										
HCM_427	427	Human Resources	Workforce Administration	Mobility	The system has the ability to provide ESS / MSS for year-end tax report (W-2) access with rules to opt in / opt out of electronic W-2..										
HCM_428	428	Human Resources	Workforce Administration	Employee Relations	The system has the ability to deliver specific full name formats (e.g., Prefix, First, Middle, Surname, Suffix, hyphens, lower case prefixes, special characters) and to track multiple races/ethnicities for each employee; write rules to when/if regs change .										
HCM_429	429	Human Resources	Workforce Administration	Employee Relations	The system has the ability to track type of work permit, visa, and passport to include expiration dates.										
HCM_430	430	Human Resources	Workforce Administration	Employee Relations	The system has the ability to manage and track employee relations (e.g., policy compliance, internal investigations, contract management employee counseling).										
HCM_431	431	Human Resources	Workforce Administration	Employee Relations	The system has the ability to automate/track special employment agreements and other special information. (e.g., certificates, licenses, immunizations).										
HCM_432	432	Human Resources	Workforce Administration	Employee Relations	The system has the ability to capture and provide for use of both nickname and/or preferred first name and to deliver specific address formats for employees, as well as emergency contacts, beneficiaries, etc.										
HCM_433	433	Human Resources	Workforce Insights	Workforce Analytics and Insights	The system has the ability to report status of onboarding checklist by new hire, by recruiter, by hiring manager, and overall (e.g. status pipeline with drill down capability) with the flexibility to report on other criteria										
HCM_434	434	Human Resources	Workforce Insights	Workforce Analytics and Insights	The system has the ability to provide standard system reports including EEO reporting, Time To Fill, Time To Hire, LTD report election report (including premium and benefit level), Age-based Life Insurance Report, and Detailed healthcare election report broken down by plan and coverage tier.										
HCM_435	435	Human Resources	Workforce Insights	Workforce Analytics and Insights	The system has the ability to provide a standard report related to people on leave, date of leave, type of leave, leave status (pending, etc.) and expected return date and trends in types of leave, age, service, etc. to assist in analyzing and implementing proactive programs and policies.										
HCM_436	436	Human Resources	Workforce Insights	Workforce Analytics and Insights	The system has the ability to provide analytics on where candidates are being sourced and accessing site and recruiting analytics by recruiter and by HR business partner.										
HCM_437	437	Human Resources	Workforce Insights	Workforce Analytics and Insights	The system has the ability to provide an user defined configurable dashboard to see recruiting activity at a glance including the ability to see downline reporting for hiring managers (e.g., openings, status)										
HCM_438	438	Human Resources	Workforce Insights	Workforce Analytics and Insights	The system has the ability to link FTE, turnover, and vacancy reports with other reports (productivity, budget)										
HCM_439	439	Human Resources	Workforce Insights	Workforce Analytics and Insights	The system has the ability to link, view, and manage between actuals and budgeted reports										
HCM_440	440	Human Resources	Workforce Insights	Workforce Analytics and Insights	The system has the ability to develop future analysis (e.g., salary projections).										
HCM_441	441	Human Resources	Workforce Insights	Workforce Analytics and Insights	The system has the ability to develop workforce implications.										
HCM_442	442	Human Resources	Workforce Insights	Workforce Analytics and Insights	The system has the ability to develop business scenarios.										
HCM_443	443	Human Resources	Workforce Shaping	Organization Design	The system has the ability to include an organization charting feature so that organization charts can be created based on positions or people and can be created for as many as 16 levels down..										
HCM_444	444	Human Resources	Workforce Shaping	Organization Design	The system has the ability for organization charts to be configured to include common fields within the HR application and to be configured with 2-14 boxes per row. These organization charts should include fields such as contact details										
HCM_445	445	Human Resources	Workforce Shaping	Organization Design	The system has the ability for organization charts to create standard filters such as: leadership only, management only, no open roles, exclude disability leave; by leader, department, process level, supervisor position. Filter can be applied to common fields within the HR application and calculated fields within the application.										
HCM_446	446	Human Resources	Workforce Shaping	Organization Design	The system has the ability for organization charts to be printed as PDF, PowerPoint, Excel, Visio, etc. and to be viewed in report format.										
HCM_447	447	Human Resources	Workforce Shaping	Organization Design	The system has the ability for show historical views of organization chart and to allow for the modeling of future relationships.										

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HCM_448	448	Human Resources	Workforce Shaping	Organization Design	The system has the ability for organization chart security roles to allow for security on views, modeling, and reporting of data/chart can be limited to specific roles. Field and filter security is available.										
HCM_449	449	Human Resources	Workforce Shaping	Organization Design	The system has the ability for organization chart to be used to set goals based upon criteria set for tracking and to model for future relationships across charts..										
HCM_450	450	Human Resources	Workforce Shaping	Organization Design	The system has the ability to create large organization charts in format that is easy to read rather than creating multiple downline charts for readability.										
HCM_451	451	Human Resources	Payroll	Payroll Administration	The system has the ability to receive requests to update payroll definitions, assess the request, maintain payroll for multiple legal entities and submit the changes for review through a workflow process.										
HCM_452	452	Human Resources	Payroll	Payroll Administration	The system has the ability to create and update code and configuration for payroll definitions changes.										
HCM_453	453	Human Resources	Payroll	Payroll Administration	The system has the ability to identify payroll calendars that require management attention and review and then submit calendar items for review to department heads.										
HCM_454	454	Human Resources	Payroll	Payroll Administration	The system has the ability to draft the updated payroll calendar with the edits from users, secure approvals through a workflow process for approval and then publish the updated calendar with notifications to users.										
HCM_455	455	Human Resources	Payroll	Payroll Administration	The system has the ability to provide for both salaried (exempt and non-exempt) and hourly workers using a variety of user defined earnings types and to accumulate hours and dollars (by month, pay period, quarter, year, user defined) by earning type for designated earnings.										
HCM_456	456	Human Resources	Payroll	Payroll Administration	The system has the ability to manage effective-dated earnings and a date driven system (e.g., future pay increase) and to provide special earnings codes (e.g., nontaxable earnings, insurance over $50K)										
HCM_457	457	Human Resources	Payroll	Payroll Administration	The system has the ability to add a financial dimension code via a drop down option (e.g., general ledger account string) and integrate with accounting / GL, time management and project code functionality (compliance & incentives).										
HCM_458	458	Human Resources	Payroll	Payroll Administration	The system has the ability to support payment of non-earning amounts due employees through the payroll process (awards, reimbursements)										
HCM_459	459	Human Resources	Payroll	Payroll Administration	The system has the ability to allow for time-period deductions (start and stop dates that includes future dates) specific number of pay periods, or ongoing deductions and to record these deduction start / stop dates (includes future dates).										
HCM_460	460	Human Resources	Payroll	Payroll Administration	The system has the ability to manage effective-dated deductions with end dates for those that are only in force for a calendar year (e.g., FSA).										
HCM_461	461	Human Resources	Payroll	Payroll Administration	The system has the ability to enter maximum limits, which may apply to accumulation of multiple deduction codes (e.g., Roth IRA)										
HCM_462	462	Human Resources	Payroll	Payroll Administration	The system has the ability to change selected deductions from pre-tax to after-tax when limit is reached (e.g., switch pre-tax 401(k) to after tax savings plan contribution) based on file from 401(k) provider.										
HCM_463	463	Human Resources	Payroll	Payroll Administration	The system has the ability to calculate employer contribution to qualified and non-qualified defined contribution plans based on age plus service noting that an individual's employer contribution may change at birth date and/or service anniversary										
HCM_464	464	Human Resources	Payroll	Payroll Administration	The system has the ability to provide automated notification to employee and/or administrator when specified deduction limits are reached, or expected to be reached in the next payroll period.										
HCM_465	465	Human Resources	Payroll	Payroll Administration	The system has the ability to accumulate deduction amounts in arrears										
HCM_466	466	Human Resources	Payroll	Payroll Administration	The system has the ability to define deductions as enterprise-wide or by employee type. Provide warnings or errors at deduction entry time for missing or inappropriate deductions.										
HCM_467	467	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to determine appropriate pay based on hours and shift (multiple shift definitions and differentials, pay and payments) and to allow one time payments to be included in earnings.										
HCM_468	468	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to support other earnings and applies appropriate taxation rules for each pay code										
HCM_469	469	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to handle retro pay by date entry to calculate correct pay amounts										
HCM_470	470	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to support payment of non-qualified plan benefits whether as an annuity or as a lump sum.										
HCM_471	471	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to provide imputed income calculation for personal use of company car based on number of days use per month reported by employee; Include gross-up calculation										
HCM_472	472	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to support payment of lump sum amounts using the supplemental withholding, aggregate tax rate or applying withholding rates (W-4)										
HCM_473	473	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to allow lump sum payments to be included in regular pay slip or paid as separate pay slip (including OT and production based payments)										
HCM_474	474	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to handle reimbursement for relocation, educational reimbursement and similar reimbursement items that have special taxation requirements										
HCM_475	475	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to accept online or batch input for payments										
HCM_476	476	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to include various lump sum payments (e.g., incentives, reimbursements, car allowances, quarterly payments) through regular payroll cycle & direct deposit.										
HCM_477	477	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to provide for special payments on an ongoing or additional pay basis										
HCM_478	478	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to support calculation of special pay based on earnings, hours, or accept amount to pay on input record and to provide pay stub description of all special pay types.										
HCM_479	479	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to allow separate accounting by pay type										
HCM_480	480	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to allow for input of commission payments or calculation of commissions based on a percentage of base pay and/or other earnings types										
HCM_481	481	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to calculate pay according to statutory and company-specific leave rules										
HCM_482	482	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability for employee to be paid at varying hourly rates, based on job performed or work unit in which job is performed; Input from time and labor system includes hours worked and rate applicable to those hours. Also should allow overrides.										
HCM_483	483	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to compute additional pay differential for working at a specific task (e.g., hazard pay)										

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HCM_484	484	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to compute additional pay differential for working on a specific project or activity through time charged in the time and attendance system. The system should be able to set up time codes for projects and activities to facilitate the direct time charges for projects and activities.										
HCM_485	485	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to track earnings by element (e.g., multiple rates, shift differentials) including flexibility on the maximum length of code and code description.										
HCM_486	486	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to calculate all taxes based on earnings, pre and post-tax deductions and withholding rates. The system should be able to maintain and update tax rates for federal, state and local taxing authorities and not require Authority staff intervention.										
HCM_487	487	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to track deductions by type and dates - including flexibility on maximum length of code and code description										
HCM_488	488	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to accumulate designated deductions by month, quarter, year and user defined periods										
HCM_489	489	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to allow for automatic calculation for multi-period pay back of deduction amount (can vary based on employee situation)										
HCM_490	490	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to override deduction frequency and to support negative deduction for PTO.										
HCM_491	491	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to prioritize deductions when employee does not have enough earnings (e.g., put benefit deductions in arrears if pay is not sufficient to cover).										
HCM_492	492	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to allow adjustment of arrearage balances based on partial payments made by employee (e.g., partial payment of employee medical deduction while on leave).										
HCM_493	493	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to deduct flat amounts and percentages and support pretax deductions.										
HCM_494	494	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to maintain statutory and plan deduction limits and goal balances										
HCM_495	495	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability for full online viewing and reporting of election / deduction history										
HCM_496	496	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to support deduction rules to take all, take partial, take partial to maximum, take partial and build arrears										
HCM_497	497	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to allow for multiple loan repayment deductions, multiple charitable deductions, non-qualified plan deductions and to support national and local regulatory payroll requirements.										
HCM_498	498	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to provide gross-up routines that recognize all taxes and deductions based on employee's record, track employee earnings within Federal ID number, and to provide for adjustment to gross pay for non-cash compensation (to support imputed income).										
HCM_499	499	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to recalculate individual pay checks and pay groups, process multiple pay slips per employee per cycle and to allow multiple pay groups.										
HCM_500	500	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to provide online check modeling to show gross to net. And provide online adjustments to information after a trial payroll.										
HCM_501	501	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to provide online reversal / correction for incorrect pay slip (administrator only) and payroll run.										
HCM_502	502	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to provide on-demand process for final pay including all vacation due and recoupment of loans, retention bonuses, tuition, etc.										
HCM_503	503	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to view manual checks for balance adjustments and void / reverse checks by role and to support the calculation and printing of manual checks.										
HCM_504	504	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to support role-based view capabilities										
HCM_505	505	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability for automatic retro calculations on effective dated transactions, to provide for batch balancing and edit capabilities and to support unattended batch processing.										
HCM_506	506	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to allow for verification of bank routing numbers for direct deposits and to generate pre-notes should employees be unable to enter their bank account information directly.										
HCM_507	507	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to support imputed income calculations on a monthly basis, support the process for one-time overpayments to employees whereby the adjustment is made to the next pay cycle and if net pay is insufficient, for each pay slip thereafter until fully recovered										
HCM_508	508	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to enable administrator to lock tax exemptions for tax garnishments										
HCM_509	509	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to support use of positive and negative earnings and deduction elements, provide pre/post payroll balance procedures/reporting and generate payroll salary accruals; Include exceptions and supplemental wages.										
HCM_510	510	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to access / process current year while working in prior year, allow for system to be used and updated while payroll is being processed, and allow for an entire pay run to be backed out if found to be problematic.										
HCM_511	511	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to run multiple pay groups simultaneously										
HCM_512	512	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to process effective dated changes, such as new hires, hourly to salary, salary to hourly, leave of absence, rehires, and termination										
HCM_513	513	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to enable pay processing for employees who are in a non-active status (e.g., employees on leaves of absence or severance, terminated)										
HCM_514	514	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to maintain withholding exemptions for Federal and state/local to ensure compliance and to maintain accurate tax calculation and deduction requirements for all required tax authorities.										
HCM_515	515	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to support special payroll payments such as one time payments.										
HCM_516	516	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to run final payroll calculations, gain approval, and archive the payroll results through workflow. This capability should include the ability to then generate a post-Payroll file.										
HCM_517	517	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to maintain accurate reporting formats and schedules for multi-jurisdictional tax authorities										
HCM_518	518	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to maintain appropriate information for unemployment tax calculations and to forward tax information to 3rd party tax service provider to make tax payments on our behalf.										
HCM_519	519	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability for system to automatically, and on an ongoing basis, balance taxes to the payroll. This capability should include the ability to automatically administer state and local reciprocity agreements based on employees home and work locations.										

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Req. ID	Count	Process Level 0 Name	Process Level 1 Name	Process Level 2 Name	Requirement Details	Req. Priority	Contractor Response	Notes	System Component(s)	Software Module(s)	Test Case Number	Tested In	Implemented In	Verification	Additional Comments
HCM_520	520	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to process all employer payroll-related taxes and wages, produce monthly and quarterly tax balancing reports and to monitor limits on after-tax deductibles. The system should be able to support the electronic filing of payroll taxes and integrate with a third party tax filing Contractor if elected by the Authority.										
HCM_521	521	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to manage tax tables and provide audit reporting proving reconciliation of actual to tax tables and to display number of withholding exemptions for Federal and State/Local on employee's pay advice. The system should be able to provide for rule and/or regulation changes without Authority staff intervention.										
HCM_522	522	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to support rehire cumulative YTD or start over (do not restart accumulators if within same calendar year)										
HCM_523	523	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to move cumulative YTD amounts, as appropriate, when employees transfer from one pay group to another										
HCM_524	524	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to calculate, accumulate and identify both employee and employer taxes including state and federal unemployment tax and include/exclude certain earnings numbers from tax and/or deduction calculations.										
HCM_525	525	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to allow for calculate taxes differently on different types of earnings (e.g., bonuses, awards, severance), provide for the necessary accumulators to support local and federal taxation requirements and to recognize state and local tax entities that do not allow pre-tax deductions.										
HCM_526	526	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to support local tax calculation and payment, different tax rate for residents and non-residents										
HCM_527	527	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to calculate earned income credit										
HCM_528	528	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to be flexible with defining, calculating and administering complex pay calculations to determine taxable vs. non-taxable bonuses that vary by individual taking into account multiple factors that may change from pay period to pay period										
HCM_529	529	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to fully support year-end employee tax reporting requirements and generate employee tax statements on a scheduled basis.										
HCM_530	530	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to allow for online reprint or correction of employee tax statements and ability to process through 3rd party for W-2 processing and to allow employees to request a replacement tax statement electronically.										
HCM_531	531	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to reconcile tax reports to tax forms in total for organization and also by individual employee and support reconciliation of corrected statement processing.										
HCM_532	532	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to allow online creation of checks to accommodate final payroll review, with full update of payroll information and to prepare payroll checks if required and transmit as a PDF to print.										
HCM_533	533	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to allow variance in which deductions are taken for off-cycle and to allow direct deposit of off cycle payment and notification to worker of completion and expectations										
HCM_534	534	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to receive and review the case request for off-cycle process and submit for approval via workflow.										
HCM_535	535	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to provide multiple direct deposit accounts for each employee (indicated maximum number), allow / disallow partial direct deposit and allow override of direct deposit to generate physical check. The system should be able to accommodate deposit accounts supporting multiple legal entities.										
HCM_536	536	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to allow multiple checks or multiple direct deposits or a combination of the two and to associate an earnings type to a check or specific direct deposit account.										
HCM_537	537	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to sort checks by a multiple of options (e.g. department, zip, work location).										
HCM_538	538	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to allow for configuration of pay stub and support pre-note requirement with ability to override for exceptions.										
HCM_539	539	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to support the use of pay cards (debit cards)										
HCM_540	540	Human Resources	Payroll	On-Cycle / Off-Cycle Payroll	The system has the ability to turn on/off direct deposit payroll on second check option										
HCM_541	541	Human Resources	Payroll	Process Underpayments and Overpayments	The system has the ability to run reports/ audits to identify underpayments and overpayments and to notify Payroll department of the underpayment/ overpayment so that underpayments are submitted to Payroll for disbursement.										
HCM_542	542	Human Resources	Payroll	Process Underpayments and Overpayments	The system has the ability to calculate and approve the overpayment amount owed from the employee, and contact employee to discuss the collection terms and deliver them the confirmation letter. This capability should include the ability to escalate to legal department if there is an issue with the employee's acceptance of the outcome.										
HCM_543	543	Human Resources	Payroll	Process Underpayments and Overpayments	The system has the ability to send check for the amount of overpayment to payroll.										
HCM_544	544	Human Resources	Payroll	Post Payroll Process	The system has the ability to provide for automatic balancing of all earnings, deductions and taxes, to post journal entry to payroll subledger, and identify the remaining errors from on or off cycle payments.										
HCM_545	545	Human Resources	Payroll	Post Payroll Process	The system has the ability to review and reconcile payments, research and correct pay discrepancies, alert Treasury of payroll funding requirements, transmit to third party for updates, and be able to publish the pay slips.										
HCM_546	546	Human Resources	Payroll	Post Payroll Process	The system has the ability to process third party payments by reviewing and reconciling payments, alert Finance of third party payroll funding, and request the payment out of accounts payable.										
HCM_547	547	Human Resources	Payroll	Post Payroll Process	The system has the ability to receive request in case management system to verify external request to ensure that employee pay was received. The system should be able to review the request, perform a peer review of the data, and submit the final response to the requestor and to close the case through workflow.										
HCM_548	548	Human Resources	Payroll	Post Payroll Process	The system has the ability to provide recap/reconciliation reports, including number of checks, gross-to-net totals, deposit support										
HCM_549	549	Human Resources	Payroll	Post Payroll Process	The system has the ability to electronically forward appropriate payroll information to general ledger and accounts payable for further processing. The system should be able to create an after the fact invoice in order to capture direct debits in AP (e.g., benefit Contractors).										
HCM_550	550	Human Resources	Payroll	Post Payroll Process	The system has the ability to provide inquiry by payment number, regardless of type of payment.										
HCM_551	551	Human Resources	Payroll	Period End Reconciliation	The system has the ability to run period reports for statutory deductions, balance report for other taxes, and run payroll reconciliation reports.										

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HCM_552	552	Human Resources	Payroll	Period End Reconciliation	The system has the ability to perform final review and identify any errors before submitting data to third party for processing.										
HCM_553	553	Human Resources	Payroll	Period End Reconciliation	The system has the ability to run year-end tax and payroll reconciliation report to generate year end employee earnings and tax statement. The system should be able to review and reconcile the results so that errors can be identified and corrected and to provide calendar and/or to do items as part of a manager dashboard.										
HCM_554	554	Human Resources	Payroll	Payroll Statutory Reporting	The system has the ability to request annual wage statement corrections and conduct initial review of the issue/ inquiry. The system can then notify the employee and is able to attach supporting documentation in this workflow.										
HCM_555	555	Human Resources	Payroll	Payroll Statutory Reporting	The system has the ability to produce ad hoc reports of all payroll information (User-definable headings, columns, totals, and/or averaging across columns, count across columns, formatting borders and shading, summary reports, cross-tab reports, mailing labels, form letters, preprinted forms and access for other departments to be able to generate these requests)										
HCM_556	556	Human Resources	Payroll	Payroll Statutory Reporting	The system has the ability to provide reporting on both hours and dollars for each earnings type and report current as well as historical pay information.										
HCM_557	557	Human Resources	Payroll	Payroll Statutory Reporting	The system has the ability to support role based standard and ad hoc reports for both internal and external needs with security limits on viewing, printing, etc.										
HCM_558	558	Human Resources	Payroll	Payroll Statutory Reporting	The system has the ability to support electronic as well as paper distribution of reports and to create ad-hoc export files (e.g., Excel, PDF, .csv).										
HCM_559	559	Human Resources	Payroll	Payroll Statutory Reporting	The system has the ability to generate reports to compare Payroll and GL transactions, as well as 401k deductions.										
HCM_560	560	Human Resources	Payroll	Payroll Statutory Reporting	The system has the ability to generate payroll data that assists with time verification, and allow users to drill down into the report and download.										
HCM_561	561	Human Resources	Payroll	Payroll Statutory Reporting	The system has the ability to produce payroll check registers including current, YTD, and wage calculations (or date range) by individual and by element and selection criteria										
HCM_562	562	Human Resources	Time Management	Schedule Build	The system has the ability to create and support a period schedule, apply core hours, and be able to identify what is unfilled to allocate hours to the unfilled hours. The system should be able to publish the schedule.										
HCM_563	563	Human Resources	Time Management	Schedule Build	The system has the ability to monitor the schedule and make any modifications necessary.										
HCM_564	564	Human Resources	Time Management	Time & Attendance	The system has the ability to manage employee time records, monitor time off requests, process these requests, and submit for approval. The system should be able to support job costing at two levels of detail (e.g., project level, project role, developer vs. PM) with multiple project attributes and to engage in predictive modeling.										
HCM_565	565	Human Resources	Time Management	Time & Attendance	The system should have the ability to support time collection leveraging multiple devices and processes, Including standalone time clocks, employee self-service and smartphones.										
HCM_566	566	Human Resources	Time Management	Time Management	The system has the ability to configure attributes (e.g., iterative job number, pay stub, benefit) for employees access from standalone time clocks in real time. The system should be able to display segregated job codes based on job family so that employees only have the option of selecting relevant codes when entering time.										
HCM_567	567	Human Resources	Time Management	Time Management	The system has the ability to automatically generate exception forms and route for workflow for missing employee time swipes from standalone time clocks										
HCM_568	568	Human Resources	Time Management	Time Management	The system has the ability to automatically generate alerts, text messages or email notifications when changes have been made to time cards submitted by the employee, and when an employee enters time outside of their approved scheduled time										
HCM_569	569	Human Resources	Time Management	Time Management	The system has the ability to support multiple time and labor rules and track time collection process										
HCM_570	570	Human Resources	Time Management	Time Management	The system has the ability to process groups and group profiles										
HCM_571	571	Human Resources	Workforce Insights	Workforce Analytics & Insights	The system has the ability to generate and manage workforce baselining and benchmarking.										
HCM_572	572	Human Resources	Workforce Insights	Workforce Analytics & Insights	The system has the ability to conduct data requirement, perform data gather, collection, and perform data analysis and cleaning. The system should be able to model the data and model training.										
HCM_573	573	Human Resources	Workforce Insights	Workforce Analytics & Insights	The system has the ability to conduct tooling, input data, build data governance, build the criteria and build the analysis. The system should be able to validate against the hypothesis and check for raw outputs.										
HCM_574	574	Human Resources	Workforce Insights	Workforce Analytics & Insights	The system has the ability to review predictive model(s) periodically, assess performance and assess performance and accuracy of previous forecasts and identify need for improvement										
HCM_575	575	Human Resources	Workforce Insights	Workforce Analytics & Insights	The system has the ability to refresh criteria to train model and measure performance (e.g., metrics, rolling test periods), and generate new model structure(s).										
SCM_001	1	Supply Chain	Contract Management	Author & Finalize Contracts	The system has the ability to create contract from template language and terms/conditions within system (e.g., contract authoring capability), develop contracts that require complex service hierarchies, and support approval workflow for contracts (e.g., set up, change orders, closures). The system should be able to support electronic signatures for relevant signoff in accordance with expenditure approval policy or alternatively integrate with OneSpanSign (e-sign live) or other esignature software.										

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SCM_002	2	Supply Chain	Contract Management	Author & Finalize Contracts	The system has the ability to create a procurement/supplier contract/catalog or PO off of a sourcing event/executed contract. The system should be able to house contract pricing internally in a contracts / item master / content management solution.										
SCM_003	3	Supply Chain	Contract Management	Author & Finalize Contracts	The system has the ability to upload contract metadata from external files including header and line data and build standard comments for contracts to print on the PO (header or line)..										
SCM_004	4	Supply Chain	Contract Management	Author & Finalize Contracts	The system has the ability to have parent/child contracts, (e.g., add subcontracts to Master Service Agreements) and set up / maintain different contract templates based on Commodities and Organizational Structure.										
SCM_005	5	Supply Chain	Contract Management	Author & Finalize Contracts	The system has the ability to copy an agreement and support required contract fields (e.g., GPO, supplier, start date, manufacturer, supplier contract number, tier / pricing level, review date, expiration date at item / line level).										
SCM_006	6	Supply Chain	Contract Management	Author & Finalize Contracts	The system has the ability to support OCR technology in order to search Contractor documentation, search contracts (executed or not), act as a contract repository to house electronic versions of the executed contract and store a PDF of executed contracts. Contract repository capability should support different types of actual executed contracts (e.g., purchase agreements, service agreements, NDAs, MSAs, ILAs, sponsorships, licensing, facility agreements, real estate, due diligence) and provide real time visibility of contract status.										
SCM_007	7	Supply Chain	Contract Management	Contract Lifecycle Management	The system has the ability to track and report on contract compliance (e.g., deliverables, milestones) and track payments to the prime contractors and sub-contractors to comply with regulatory requirements (e.g., SBE, WBE, MBE). The system should be able to integrate with a third party system (e.g., B2Gnow) that can provide access to subcontractors for the certification of prime Contractor payments.										
SCM_008	8	Supply Chain	Contract Management	Contract Lifecycle Management	The system has the ability to support staging of contracts to identify line items / tasks and associated funding requirements for traceability in the financial management module										
SCM_009	9	Supply Chain	Contract Management	Contract Lifecycle Management	The system has the ability to make contract modifications to contracts and purchase orders. The system should be able to make and track changes to a contract via workflow both internally and externally with Contractors (e.g., redlines with supplier/Contractor).										
SCM_010	10	Supply Chain	Contract Management	Contract Lifecycle Management	The system has the ability to have contract workflow approval capabilities allowing for functional, legal and financial approvals based on dollar threshold, commodity based approval, amendments/ SOWs, or organizational based logic.										
SCM_011	11	Supply Chain	Contract Management	Contract Lifecycle Management	The system has the ability to house contract / contract pricing to correlate with Item Master price management and other third party price management solutions. The system should be able to integrate with an external or Authority contract management system.										
SCM_012	12	Supply Chain	Contract Management	Contract Lifecycle Management	The system has the ability to load contracts and data from scans (OCR) for document management and share or segregate contracts across companies / secure access to document repository.										
SCM_013	13	Supply Chain	Contract Management	Contract Lifecycle Management	The system has the ability to default payment terms on PO according to contract terms and auto-notify of expiration dates 30, 60, 90 days before expiration date.. The system should be able to initiate notifications 6 months in advance of expiration dates and set user-defined alert triggers (e.g., bond / insurance expiration, contractor meetings, close-out meetings).										
SCM_014	14	Supply Chain	Contract Management	Contract Lifecycle Management	The system has the ability to set a milestones in contract lifecycle and trigger notifications or actions based on these milestones (e.g., multi-year contracts).										
SCM_015	15	Supply Chain	Contract Management	Contract Lifecycle Management	The system has the ability to switch product and tier pricing within a contract term for multi-year contracts, especially service contracts and set multiple pricing levels by contract items. The system should be able to establish and update contract tasks and milestones and to set trigger alerts based on these tasks and milestones.										
SCM_016	16	Supply Chain	Contract Management	Contract Lifecycle Management	The system has the ability to track spend against a contract and/or a Contractor by SKU and PO level and track contract spends, non-contract spend, discounts, service / service type and price breaks based on contract volumes.										
SCM_017	17	Supply Chain	Contract Management	Contract Lifecycle Management	The system has the ability to see contracts and total spend across one supplier that has multiple divisions and multiple contracts with the Authority (e.g., contracts across divisions / departments), identify where the contracts reside, when they expire, what value those contracts are, and spend against those contracts.										
SCM_018	18	Supply Chain	Contract Management	Contract Lifecycle Management	The system has the ability to update contract POs with an audit trail in the system.										
SCM_019	19	Supply Chain	Contract Management	Closeout Contract	The system has the ability to have a formal close out process that tracks the contract closeout process and document the activities and approvals with a dynamic workflow system including notifications. The system is able to allow users to attach files to the workflow process.										
SCM_020	20	Supply Chain	Contract Management	Closeout Contract	The system has the ability to review contract payments, contract purchase orders and contract deliverables and the acceptance of the deliverables to ensure compliance.										
SCM_021	21	Supply Chain	Contract Management	Closeout Contract	The system has the ability to support the review of the return of any Authority's resources from the Contractors.										
SCM_022	22	Supply Chain	Contract Management	Closeout Contract	The system has the ability to support a process that determines the exit strategy and transition plan when exiting a contract. This process should ensure there is an agreed plan which, when executed, considers the contractual termination requirements, warranty claims post contract and completes the actions / activities as defined by a Contract Close Out checklist.										
SCM_023	23	Supply Chain	Contract Management	Closeout Contract	The system has the ability to provide access to the closeout checklist and track through workflow process. The Contract Close Out checklist may include, but not be limited to off boarding workers, tooling, VMI, and WIP. This checklist should facilitate key stakeholders from other functional areas to be actively engaged.										
SCM_024	24	Supply Chain	Contract Management	Closeout Contract	The system has the ability to close project purchase orders and project codes, validate deliverables against contract requirements and acceptance criteria, and produce and include project expenditures comparative reports at project closeout.										
SCM_025	25	Supply Chain	Contract Management	Closeout Contract	The system has the ability to provide a notification process to alert users of the contract closeout process and is able to integrate in real-time with the roll over process to ensure that it is executed seamlessly.										
SCM_026	26	Supply Chain	Contract Management	Closeout Contract	The system has the ability to support the steps performed at the end of each period, for example, all transactions must be accounted for and reconciled, and any errors resolved. After the new AP period is opened, accounting distributions can be created and sub-ledger reconciliation reports can be sent.										

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SCM_027	27	Supply Chain	Contract Management	Reporting and Analytics	The system has the ability to have a dashboard that shows work in queue (e.g. open sourcing events, # of open contracts that need to be approved, # of contracts/Contractor, spend per each contract, when each contract will expire).										
SCM_028	28	Supply Chain	Contract Management	Reporting and Analytics	The system has the ability for analytics and reporting to pull contract reports that include contract type, contract name, description, expiration date information, and remaining contract funds at a minimum.										
SCM_029	29	Supply Chain	Contract Management	Reporting and Analytics	The system has the ability to aggregate spend and have procurement analytics that comprise dashboards with the ability to drill into procurement and payment transactions providing transparency and visibility of payments processed against contract purchase orders, etc.										

Project Phase Tasks and Deliverables. Contractor shall perform the following phase tasks and provide the associated deliverables required to deploy all hardware, software, updates and configurations resulting in a fully functional and tested system. Contractor shall obtain Capital Metro review of all deliverables and make changes and updates to deliverables per Capital Metro review as needed.

1.0	**Plan.** Meet with Capital Metro project manager and business area stakeholders for project planning, including review of proposed schedule, roles and responsibilities, as well as conduct a complete review of functionality to be delivered, and other project activities. **Plan Deliverables from Contractor:** 1. Project organization chart 2. Project schedule and Project Management Plan - (draft) 3. Action Items and Issues log (AIL) 4. Project Decisions Log 5. Project Review Documents (PRDs) for project decisions 6. Initial Risk Register 7. System Implementation Plan (draft) 8. Scope and Compliance Matrix Review and Update
2.0	**Design.** Contractor's configuration and implementation approach based on Capital Metro's previously gathered requirements. This phase will determine how the system will be installed, product wireframe presentation to the customer, and how it will be managed in the back end. Contractor will work with Capital Metro to develop materials that will provide a basis to help instruct Capital Metro stakeholders in the easiest and most efficient way to use the system to their utmost advantage. **Design Deliverables:** 1. Configuration Management Document ("CMD" - Draft) 2. Solution Design Documents / MVP Lists (If Hybrid Agile Approach) 3. Application Landscape Design Document 4. Integration Design Plan 5. System Implementation Plan (Final) / Sprint Plan (If Hybrid Agile Approach) 6. Data Migration Plan (Draft) 7. Disaster Recovery Plan (Draft) 8. Quality Assurance Plan (Draft) 9. Risk Management Plan (Final) 10. Data dictionary and Entity Relationship Diagram (ERD) 11. Project Schedule (Baseline) with Resource Loading 12. Network architecture diagram (Draft) 13. Perform Preliminary Design Review (PDR) Design and System Implementation Plan with Stakeholders 14. Create Final Design based on review and perform Final Design Review (FDR) 15. Review and Acceptance of Final Design and Project Management Plan 16. Scope and Compliance Matrix Review and Update
3.0	**Develop.** Development, configuration and installation of the solution and integration as well as installation within a development and a test environment so configuration and testing of the required functionality can be started. This task will include setting the initial configuration values by Contractor so they can be tested and changed if needed. During this phase, the rollout of the system must be worked on to include training all IT and Operational staff who will use or have on-going support roles. **Develop Deliverables:** 1. Quality Assurance Plan Including QA/QC Checklist (Final) 2. Development of modules, application and interfaces 3. Develop and Design Review Sessions per Sprint (If Hybrid Agile) 4. Retrospective sessions on prior development (If Hybrid Agile) 5. Test Environment Installation that provides Capital Metro full access throughout the project and the life of the system 6. Supporting Infrastructure Implemented as applicable 7. Test Procedure/Plan including test Scripts, use cases, acceptance test criteria demonstrating each Compliance Matrix term is developed and meets requirement (Draft) 8. Update Compliance Matrix with Test Number(s) 9. High-level Training of Capital Metro Staff to Prepare for Test Phase 10. Contractor Warranty and Maintenance Plan Review 11. Review and Feedback of Capital Metro Support Responsibility Matrix 12. Role-based, On-site Training Plan for all User Types (Draft): • Training schedule and course outlines for review a minimum of three weeks prior to the scheduled classes • Separate training sessions based on functional and technical area • Provide all materials necessary to train participants (Capital Metro will provide space and laptops) • Schedule the training staff to be on site timely to ensure equipment, materials, student accounts and classroom are fully ready for when class begins • Arrange for an instructor(s) with thorough knowledge of the material covered in the course(s) and the ability to effectively lead the knowledge transfer • Provide customized training manuals specific to Capital Metro's environment in Microsoft Word and PDF. Contractor shall provide the agreed-to number of hard copies

4.0	**Test. Contractor shall develop and implement a comprehensive program to test all components and applications that comprise the integrated Contractor ERP solution. Testing is to be performed in five distinct and separate phases:** **1. Functional Unit Test (FUT)** **2. System Integration Test (SIT)** **3. End to End Test (EET)** **4. Pilot Test (Day in the Life)** **5. System Acceptance Test (SAT)** **The testing phase shall not be deemed completed until all functional requirements have been fully tested and approved by Capital Metro. Contractor shall develop an ERP Test Plan that includes the number and range of tests, detailed schedule indicating the sequence of each test, and when and where each test will take place. Contractor shall not perform any test until the corresponding test plan and procedures have been approved by Capital Metro. Contractor shall develop Test Procedure documents with test scripts, all anticipated use cases and acceptance criteria for review and approval by Capital Metro for each phase of testing. Test deliverables:** 1. Test Plan (including automated testing processes) 2. Test Procedures (including automated testing processes) 3. System Acceptance Test Plan and Execution 4. Execution of FUT, SIT, EET, Day in the Life and System Acceptance Testing 5. Security Penetration Test (performed as part of SAT) 6. Disaster Recovery Test - End-to-End 7. Volume and Stress Tests 8. Regression Testing of the entire Test Plan for any Class 1 and Class 2 Failures 9 Test Results and Reports (including results for failed tests) 10. Agency Test Facility 11. Procedures for changing environments (dev, test, stage, prod) 12. Installation Plan (if applicable) 13. Test Failure Log & Remediation Plan. Contractor shall lead testing of the solution including integrations and resolve all Severe (Class 1) and Significant (Class 2) Test Failure Results (TFRs). Contractor shall endeavor to resolve Minor (Class 3) TFRs during this phase; however, the requirement for Class 3 resolution is during the Closeout phase. Definition for each class are as follows: •Severe - A Class 1 test failure is a severe defect that prevents, inhibits, or significantly impairs further testing or operation of the system. •Significant - A Class 2 test failure is a significant defect that does not prevent further testing or has a minimal effect on normal operations of the system. •Minor – A Class 3 test failure is a minor or isolated defect that does not impact or invalidate the testing or normal operations of the system. 14. Compliance Matrix Review and Update 15. Training Plan (Final) 16. User, Admin, Maint., Installation, and Training Manuals
5.0	**Deploy/Go Live: Deploy: once all the test failures have been corrected, the Contractor shall install and configure the software and incorporate it into the live environment. Go Live: the system shall go live and be monitored for the first 30 days of operation. If Severe (Class 1) or Significant (Class 2) issues arise, the Go-Live period may be cancelled, extended or restarted. The Contractor shall be required to participate in the monitoring of the system and respond to issues so they are quickly resolved. Deploy/Go Live Deliverables:** 1. Conduct Training for all User Types 2. Document Procedures and Migrate Environment from Test to Production 3. QA/QC checklist Sign off 5. Update to Disaster Recovery Plan 6. Updates to Data Migration Plan and Actions 7. Delivery of all Documentation including User, System Admin, Maintenance, Installation and Training Manuals, (Revise Draft) 8. Deployment, Implementation, Configuration and Integration of the Contractor solution with all environments 8. System Acceptance Test (SAT) 9. Resolution of SAT TFRs 10. Go Live Schedule and Transition Plan 11. System Go Live 12. Technical Lead On-site During First Week of Go Live, or Longer if System Issues are Experienced 13. Revised (final) Copies of all Required Documentation including User and Training Manuals 14. Compliance Matrix Review and Update
6.0	**Close. Obtain acceptance by Capital Metro to formally close the project. Apply appropriate updates to project documents. Close out all procurement activities ensuring termination of all relevant agreements. Close Deliverables:** 1. Follow-up training on areas identified during Go Live and Training Documentation (Final) 2. Data dictionary and Entity Relationship Diagram (Final) 3. Network architecture diagram (Final) 4. All AIL items closed 5. Resolution of all Minor (Class 3) TFRs 6. Final Documentation for Environment Refresh (Develop-Test-Stage-Production) 7. Disaster Recovery Plan (Final) 8. Configuration Management Documents (CMD – Final) 9. APIs and all documentation related to all integrations (Final) 10. Warranty and Maintenance Procedure Review and Forms 11. As-builts: updates to any documentation including design document changes 12. Participation in Lessons Learned

Project Management. Contractor shall manage the project continuously beginning with the Notice to Proceed through Close, and shall lead the project and is expected to drive and manage all aspects of the project. Capital Metro shall manage and coordinate all its resources. A full-time Project manager or technical lead is required to be onsite at least two weeks per month during each phase of the project. A PMP is preferred and shall be approved by Capital Metro. Project Management Tasks:

7.0	1. Active Partnership with Capital Metro in assuring Project Success 8. Weekly Status Meetings with Updated Schedule and AIL 2. Onsite as needed (May Be Performed by Technical Lead Depending Upon Scheduled Activities By Agreement with Capital 9. Review and Feedback of Change Requests as Needed Metro); Technical Lead will be onsite during pilot testing and resolution of any TFRs 10. Monthly Risk Registry Updates 3. Separate Lead Project Manager and Technical Lead for All Communication Regarding Work Under This Contract 11. Monthly Management Review Meetings 4. Task Coordination with The Designated Capital Metro project manager 12. Weekly Project Status Report 5. Regular Communication with The Project Manager and any other staff designated to discuss progress, critical risk factors, 13. Monthly attendance and Status Presentation at Steering Committee Meetings schedule, or unique issues that may surface. 14. Responsible for ensuring all project documentation, including meeting minutes, AIL updates, project schedule and plans are 6. Specification of Capital Metro's staff resources needed for project success with at least two weeks' notice in advance within the kept updated in the Capital Metro SharePoint site project schedule. 7. Support Responsibility Matrix Review and Updates as Needed

		Answer
1	**Hosted Environment -** Answer the following questions in the "Answer" column:	**Answer**
1.01	Is this application hosted via a public cloud such as Amazon, an infrastructure as a service (IaaS), or is it self-hosted?	
1.02	Does the Contractor manage this equipment or does a hosting provider manage it?	
1.03	Network security - firewalls, intrusion detection systems:	
1.04	•Do you have IDS/IPS? Who manages these devices?	
1.05	•Are these shared resources between the Contractor and other hosted customers?	
1.06	•Are they shared between all of this Contractor's customers or are they specific to an individual customer?	
1.07	Data segregation - How do you ensure data security and prevent unauthorized access to data of one tenant by other tenant users?	
2	**Help Desk / Desktop -** Answer the following questions in the "Answer" column:	**Answer**
2.01	Are there special printer/printing requirements?	
2.02	What Client side software or services are needed (assume workstation has nothing on it)?	
2.03	Is there a specific drive mapping(s) required?	
2.04	Can the workstation use a DNS name to reference the server or devices?	
2.05	Can the workstation use a UNC name to reference the server or devices?	
3	**Manuals - The manuals shall be customized specific to Capital Metro's environment, provided in Microsoft Word and PDF, and be updated when new releases are provided. include but are not limited to the list below. In the "Answer" column, indicate the manual to be provided and what it covers**	**Answer**
3.01	Design and Requirements Documentation	
3.02	Acceptance Test Criteria	
3.03	Systems Administration Manual	
3.04	Security User's Manual	
3.05	User's Manual	
3.06	Database Dictionary	
3.07	Database Entity Relationship Diagram	
3.08	Architecture Diagram	
3.09	Integration Manual	
3.10	Process Flows	
3.11	Systems Configuration Documentation	
3.12	Maintenance Procedures Manual	
3.13	Reporting Manual	
3.14	Software License Agreements	
3.15	System, Hardware, and Software Maintenance Agreement	
4	**Reliability.** The solution shall have a proven, low-maintenance reliability record on multiple existing similar transit systems for at least two (2) years; using the below criteria, specify in the "Answers" column the reliability rates of your solution:	**Answer**
4.01	Uptime of hosted backend solution	
5	**Accessibility -** Answer the following questions in the "Answer" column:	**Answer**
5.01	Is solution compliant with current WCAG (Web Content Accessibility Guideline) 2.0 AA and Title II Web Accessibility standards?	
5.02	Describe methodology for ensuring that all customer- and staff- facing screens are compatible with screen reader technology using text-to-speech and/or a refreshable Braille display. Are compatibility tests 100% automated or are power users (with disabilities, familiar with text-to-speech/refreshable Braille displays) brought in to consult and if so, at what stage(s)? How do you ensure that screens make proper use of forms mode, contextual labels, image field descriptions, and curbed read back of meta data?	
5.03	Can all screens be altered by high contrast settings either native to the solution or using those built into current windows operating systems?	
5.04	Can font size of all customer- and staff-facing screens be adjusted for visibility?	
5.05	If applicable, do all CAPTCHA (or similar) anti-bot checks include an alternative audio challenge?	

| 5.06 | Are all customer-facing screens presented in English and Spanish? | |

Control Group	Control Heading	Original ID	Control Specification	Assessment Questions	Answer	Notes/Comment
Application & Interface Security	**Application Security**	AIS-01.2	Applications and programming interfaces (APIs) shall be designed, developed, deployed and tested in accordance with leading industry standards (e.g., OWASP for web applications) and adhere to applicable legal, statutory, or regulatory compliance obligations.	Do you use an automated source code analysis tool to detect security defects in code prior to production?		
		AIS-01.5		(SaaS only) Do you review your applications for security vulnerabilities and address any issues prior to deployment to production?		
	Customer Access Requirements	AIS-02.1	Prior to granting customers access to data, assets, and information systems, (removed all) identified security, contractual, and regulatory requirements for customer access shall be addressed.	Are all identified security, contractual, and regulatory requirements for customer access contractually addressed and remediated prior to granting customers access to data, assets, and information systems?		
	Data Integrity	AIS-03.1	Data input and output integrity routines (i.e., reconciliation and edit checks) shall be implemented for application interfaces and databases to prevent manual or systematic processing errors, corruption of data, or misuse.	Does the application support role based data access control? Does your data management policies and procedures require audits to verify data input and output integrity routines?		
	Data Security / Integrity	AIS-04.1	Policies and procedures shall be established and maintained in support of data security to include (confidentiality, integrity and availability) across multiple system interfaces, jurisdictions and business functions to prevent improper disclosure, alternation, or destruction.	Is your Data Security Architecture designed using an industry standard (e.g., CDSA, MULITSAFE, CSA Trusted Cloud Architectural Standard, FedRAMP, CAESARS, PCI)? Specify the standards that you use.		
				Is customer data ever shared with or is visible to 3rd party Contractors? Does customer data ever leave the hosted environment? Is the application PCI compliant? Are credit card numbers masked to show only the last 4 digits?		
Audit Assurance & Compliance	**Independent Audits**	AAC-02.1	Independent reviews and assessments shall be performed at least annually to ensure that the organization addresses nonconformities of established policies, standards, procedures and compliance obligations.	Do you allow tenants to view your SOC2/ISO 27001 or similar third-party audit or certification reports?		
		AAC-02.2		Do you conduct network penetration tests of your cloud service infrastructure at least annually?		
		AAC-02.3		Do you conduct application penetration tests of your cloud infrastructure regularly as prescribed by industry best practices and guidance?		
	Information System Regulatory Mapping	AAC-03.1	Organizations shall create and maintain a control framework which captures standards, regulatory, legal, and statutory requirements relevant for their business needs. The control framework shall be reviewed at least annually to ensure changes that could affect the business processes are reflected.	Do you have the ability to logically segment or encrypt customer data such that data may be produced for a single tenant only, without inadvertently accessing another tenant's data?		
		AAC-03.3		Do you have the capability to restrict the storage of customer data to specific countries or geographic locations?		
		AAC-03.4		Do you have a program in place that includes the ability to monitor changes to the regulatory requirements in relevant jurisdictions, adjust your security program for changes to legal requirements, and ensure compliance with relevant regulatory requirements?		

Business Continuity Management & Operational Resilience	**Business Continuity Testing**	BCR-02.1	Business continuity and security incident response plans shall be subject to testing at planned intervals or upon significant organizational or environmental changes. Incident response plans shall involve impacted customers (tenant) and other business relationships that represent critical intra-supply chain business process dependencies.	Are business continuity plans subject to testing at planned intervals or upon significant organizational or environmental changes to ensure continuing effectiveness?
	Impact Analysis	BCR-9.3	There shall be a defined and documented method for determining the impact of any disruption to the organization (cloud provider, cloud consumer) that must incorporate the following: • Identify critical products and services • Identify all dependencies, including processes, applications, business partners, and third party service providers • Understand threats to critical products and services • Determine impacts resulting from planned or unplanned disruptions and how these vary over time • Establish the maximum tolerable period for disruption • Establish priorities for recovery • Establish recovery time objectives for resumption of critical products and services within their maximum tolerable period of disruption • Estimate the resources required for resumption	Do you provide customers with ongoing visibility and reporting of your SLA performance?
	Policy	BCR-10.1	Policies and procedures shall be established, and supporting business processes and technical measures implemented, for appropriate IT governance and service management to ensure appropriate planning, delivery and support of the organization's IT capabilities supporting business functions, workforce, and/or customers based on industry acceptable standards (i.e., ITIL v4 and COBIT 5). Additionally, policies and procedures shall include defined roles and responsibilities supported by regular workforce training.	Are policies and procedures established and made available for all personnel to adequately support services operations' roles?
	Retention Policy	BCR-11.1	Policies and procedures shall be established, and supporting business processes and technical measures implemented, for defining and adhering to the retention period of any critical asset as per established policies and procedures, as well as applicable legal, statutory, or regulatory compliance obligations. Backup and recovery measures shall be incorporated as part of business continuity planning and tested accordingly for effectiveness.	Do you have technical capabilities to enforce tenant data retention policies?
		BCR-11.3		Have you implemented backup or recovery mechanisms to ensure compliance with regulatory, statutory, contractual or business requirements?
		BCR-11.7		Do you test your backup or redundancy mechanisms at least annually?

Change Control & Configuration Management	**Outsourced Development**	CCC-02.1	External business partners shall adhere to the same policies and procedures for change management, release, and testing as internal developers within the organization (e.g. ITIL service management processes).	Do you have controls in place to ensure that standards of quality are being met for all software development?
		CCC-02.2		Do you have controls in place to detect source code security defects for any outsourced software development activities?
	Management Quality Testing	CCC-03.3	Organization shall follow a defined quality change control and testing process (e.g. ITIL Service Management) with established baselines, testing and release standards which focus on system availability, confidentiality and integrity of systems and services	Are there policies and procedures in place to triage and remedy reported bugs and security vulnerabilities for product and service offerings?
		CCC-03.4		Are mechanisms in place to ensure that all debugging and test code elements are removed from released software versions?
	Unauthorized Software Installations	CCC-04.1	Policies and procedures shall be established, and supporting business processes and technical measures implemented, to restrict the installation of unauthorized software on organizationally-owned or managed user end-point devices (e.g., issued workstations, laptops, and mobile devices) and IT infrastructure network and systems components.	Do you have controls in place to restrict and monitor the installation of unauthorized software onto your systems?
Data Security & Information Lifecycle Management	**Classifications, eCommerce Transactions, Data Inventory / Flows**	DSI-01.3	Data and objects containing data shall be assigned a classification by the data owner based on data type, value, sensitivity, and criticality to the organization.	Do you have a capability to use system geographic location as an authentication factor?
		DSI-01.5		Can you provide the physical location/geography of storage of a tenant's data in advance?
		DSI-02.1	Policies and procedures shall be established to inventory, document, and maintain data flows for data that is resident (permanently or temporarily) within the service's applications and infrastructure network and systems. In particular, providers shall ensure that data that is subject to geographic residency requirements not be migrated beyond its defined bounds.	Do you inventory, document, and maintain data flows for data that is resident (permanent or temporary) within the services' applications and infrastructure network and systems?
		DSI-03.1	Data related to electronic commerce (e-commerce) that traverses public networks shall be appropriately classified and protected from fraudulent activity, unauthorized disclosure, or modification in such a manner to prevent contract dispute and compromise of data.	Do you provide standardized (e.g. ISO/IEC) non-proprietary encryption algorithms (3DES, AES, etc.) to tenants in order for them to protect their data if it is required to move through public networks (e.g., the Internet)?
		DSI-03.2		Do you utilize open encryption methodologies any time your infrastructure components need to communicate with each other via public networks (e.g., Internet-based replication of data from one environment to another)?
	Nonproduction Data	DSI-05.1	Production data shall not be replicated or used in non-production environments.	Do you have procedures in place to ensure production data shall not be replicated or used in non-production environments?
	Secure Disposal	DSI-07.1	Any use of customer data in non-production environments requires explicit, documented approval from all customers whose data is affected, and must comply with all legal and regulatory requirements for scrubbing of sensitive data elements.	Do you support the secure deletion (e.g., degaussing/cryptographic wiping) of archived and backed-up data?
		DSI-07.2		Can you provide a published procedure for exiting the service arrangement, including assurance to sanitize all computing resources of tenant data once a customer has exited your environment or has vacated a resource?

Datacenter Security	**Asset Management**	DCS-01.1	Assets must be classified in terms of business criticality, service-level expectations, and operational continuity requirements. A complete inventory of business-critical assets located at all sites and/or geographical locations and their usage over time shall be maintained and updated regularly, and assigned ownership y defined roles and responsibilities.	Do you maintain a complete inventory of all of your critical assets located at all sites/ or geographical locations and their assigned ownership?
	Controlled Access Points	DCS-02.1	Physical security perimeters (e.g., fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks, and security patrols) shall be implemented to safeguard sensitive data and information systems.	Are physical security perimeters (e.g., fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks, and security patrols) implemented for all areas housing sensitive data and information systems?
	User Access	DCS-09.1	Physical access to information assets and functions by users and support personnel shall be restricted.	Do you restrict physical access to information assets and functions by users and support personnel? Does all remote access require 2 Factor authentication? What is the encryption methodology and ciphers used to protect the data?
Encryption & Key Management	**Key Generation**	EKM-02.1	Policies and procedures shall be established for the management of cryptographic keys in the service's cryptosystem (e.g., lifecycle management from key generation to revocation and replacement, public key infrastructure, cryptographic protocol design and algorithms used, access controls in place for secure key generation, and exchange and storage including segregation of keys used for encrypted data or sessions). Upon request, provider shall inform the customer (tenant) of changes within the cryptosystem, especially if the customer (tenant) data is used as part of the service, and/or the customer (tenant) has some shared responsibility over implementation of the control.	Do you have a capability to allow creation of unique encryption keys per tenant?
		EKM-02.3		Do you maintain key management procedures?
	Encryption	EKM-03.1	Policies and procedures shall be established, and supporting business processes and technical measures implemented, for the use of encryption protocols for protection of sensitive data in storage (e.g., file servers, databases, and end-user workstations) and data in transmission (e.g., system interfaces, over public networks, and electronic messaging) as per applicable legal, statutory, and regulatory compliance obligations.	Do you encrypt tenant data at rest (on disk/storage) within your environment?
		EKM-03.4		Do you have documentation establishing and defining your encryption management policies, procedures and guidelines?

Governance and Risk Management	Baseline Requirements	GRM-01.1	Baseline security requirements shall be established for developed or acquired, organizationally-owned or managed, physical or virtual, applications and infrastructure system and network components that comply with applicable legal, statutory and regulatory compliance obligations. Deviations from standard baseline configurations must be authorized following change management policies and procedures prior to deployment, provisioning, or use. Compliance with security baseline requirements must be reassessed at least annually unless an alternate frequency has been established and established and authorized based on business need.	Do you have documented information security baselines for every component of your infrastructure (e.g., hypervisors, operating systems, routers, DNS servers, etc.)?
		GRM-04.1	An Information Security Management Program (ISMP) shall be developed, documented, approved, and implemented that includes administrative, technical, and physical safeguards to protect assets and data from loss, misuse, unauthorized access, disclosure, alteration, and destruction. The security program shall include, but not be limited to, the following areas insofar as they relate to the characteristics of the business: • Risk management • Security policy • Organization of information security • Asset management • Human resources security • Physical and environmental security • Communications and operations management • Access control • Information systems acquisition, development, and maintenance	Do you provide tenants with documentation describing your Information Security Management Program (ISMP)?
	Policy	GRM-06.1	Information security policies and procedures shall be established and made readily available for review by all impacted personnel and external business relationships. Information security policies must be authorized by the organization's business leadership (or other accountable business role or function) and supported by a strategic business plan and an information security management program inclusive of defined information security roles and responsibilities for business leadership.	Are your information security policies and procedures made available to all impacted personnel and business partners, authorized by accountable business role/function and supported by the information security management program as per industry best practices (e.g. ISO 27001, SOC 2)?
	Policy Enforcement	GRM-07.1	A formal disciplinary or sanction policy shall be established for employees who have violated security policies and procedures. Employees shall be made aware of what action might be taken in the event of a violation, and disciplinary measures must be stated in the policies and procedures.	Is a formal disciplinary or sanction policy established for employees who have violated security policies and procedures?

	Policy Reviews	GRM-09.1	The organization's business leadership (or other accountable business role or function) shall review the information security policy at planned intervals or as a result of changes to the organization to ensure its continuing alignment with the security strategy, effectiveness, accuracy, relevance, and applicability to legal, statutory, or regulatory compliance obligations.	Do you notify your tenants when you make material changes to your information security and/or privacy policies?
		GRM-09.2		Do you perform, at minimum, annual reviews to your privacy and security policies?
Human Resources	**Asset Returns**	HRS-01.1	Upon termination of workforce personnel and/or expiration of external business relationships, all organizationally-owned assets shall be returned within an established period.	Upon termination of contract or business relationship, are employees and business partners adequately informed of their obligations for returning organizationally-owned assets?
	Background Screening	HRS-02.1	Pursuant to local laws, regulations, ethics, and contractual constraints, all employment candidates, contractors, and third parties shall be subject to background verification proportional to the data classification to be accessed, the business requirements, and acceptable risk.	Pursuant to local laws, regulations, ethics, and contractual constraints, are all employment candidates, contractors, and involved third parties subject to background verification?
	Employment Agreements	HRS-03.1	Employment agreements shall incorporate provisions and/or terms for adherence to established information governance and security policies and must be signed by newly hired or on-boarded workforce personnel (e.g., full or part-time employee or contingent staff) prior to granting workforce personnel user access to corporate facilities, resources, and assets.	Do your employment agreements incorporate provisions and/or terms in adherence to established information governance and security policies?
		HRS-03.3		Do you specifically train your employees regarding their specific role and the information security controls they must fulfill? Are all personnel required to sign NDA or Confidentiality Agreements as a condition of employment to protect customer/tenant information?
	Employment Termination	HRS-04.1	Roles and responsibilities for performing employment termination or change in employment procedures shall be assigned, documented, and communicated.	Are documented policies, procedures, and guidelines in place to govern change in employment and/or termination?
	Training / Awareness	HRS-09.5	A security awareness training program shall be established for all contractors, third-party users, and employees of the organization and mandated when appropriate. All individuals with access to organizational data shall receive appropriate awareness training and regular updates in organizational procedures, processes, and policies relating to their professional function relative to the organization.	Are personnel trained and provided with awareness programs at least once a year?
Identity & Access Management	**Audit Tools Access**	IAM-01.1	Access to, and use of, audit tools that interact with the organization's information systems shall be appropriately segmented and restricted to prevent compromise and misuse of log data.	Do you restrict, log, and monitor access to your information security management systems (e.g., hypervisors, firewalls, vulnerability scanners, network sniffers, APIs, etc.)?
		IAM-01.2		Do you monitor and log privileged access (e.g., administrator level) to information security management systems?

Exhibit F-Revised-2 (6/30/2021)

User Access Policy	IAM-02.1	User access policies and procedures shall be established, and supporting business processes and technical measures implemented, for ensuring appropriate identity, entitlement, and access management for all internal corporate and customer (tenant) users with access to data and organizationally-owned or managed (physical and virtual) application interfaces and infrastructure network and systems components. These policies, procedures, processes, and measures must incorporate the following: • Procedures and supporting roles and responsibilities for provisioning and de-provisioning user account entitlements following the rule of least privilege based on job function (e.g., internal employee and contingent staff personnel changes, customer-controlled access, suppliers' business relationships, or other third-party business relationships) • Business case considerations for higher levels of assurance and multi-factor authentication secrets (e.g., management interfaces, key generation, remote access, segregation of duties, emergency access, large-scale provisioning or geographically-distributed deployments, and personnel redundancy for critical systems) • Access segmentation to sessions and data in multi-tenant architectures by any third party (e.g., provider and/or other customer (tenant)) • Identity trust verification and service-to-service application (API) and information processing	Do you have controls in place ensuring timely removal of systems access that is no longer required for business purposes?	
Diagnostic / Configuration Ports Access	IAM-03.1	User access to diagnostic and configuration ports shall be restricted to authorized individuals and applications.	Do you use dedicated secure networks to provide management access to your cloud service infrastructure?	
Policies and Procedures	IAM-04.1	Policies and procedures shall be established to store and manage identity information about every person who accesses IT infrastructure and to determine their level of access. Policies shall also be developed to control access to network resources based on user identity.	Do you manage and store the identity of all personnel who have access to the IT infrastructure, including their level of access?	
Source Code Access Restriction	IAM-06.1	Access to the organization's own developed applications, program, or object source code, or any other form of intellectual property (IP), and use of proprietary software shall be appropriately restricted following the rule of least privilege based on job function as per established user access policies and procedures.	Are controls in place to prevent unauthorized access to your application, program, or object source code, and assure it is restricted to authorized personnel only?	
	IAM-06.2		Are controls in place to prevent unauthorized access to tenant application, program, or object source code, and assure it is restricted to authorized personnel only?	

Third Party Access	IAM-07.7	The identification, assessment, and prioritization of risks posed by business processes requiring third-party access to the organization's information systems and data shall be followed by coordinated application of resources to minimize, monitor, and measure likelihood and impact of unauthorized or inappropriate access. Compensating controls derived from the risk analysis shall be implemented prior to provisioning access.	Do you share your business continuity and redundancy plans with your tenants?
	IAM-08.1	Policies and procedures are established for permissible storage and access of identities used for authentication to ensure identities are only accessible based on rules of least privilege and replication limitation only to users explicitly defined as business necessary.	Do you document how you grant, approve and enforce access restrictions to tenant/customer credentials following the rules of least privilege?
User Access Reviews	IAM-10.1	User access shall be authorized and revalidated for entitlement appropriateness, at planned intervals, by the organization's business leadership or other accountable business role or function supported by evidence to demonstrate the organization is adhering to the rule of least privilege based on job function. For identified access violations, remediation must follow established user access policies and procedures.	Do you require a periodical authorization and validation (e.g. at least annually) of the entitlements for all system users and administrators (exclusive of users maintained by your tenants), based on the rule of least privilege, by business leadership or other accountable business role or function?
User Access Revocation	IAM-11.1	Timely de-provisioning (revocation or modification) of user access to data and organizationally-owned or managed (physical and virtual) applications, infrastructure systems, and network components, shall be implemented as per established policies and procedures and based on user's change in status (e.g., termination of employment or other business relationship, job change or transfer). Upon request, provider shall inform customer (tenant) of these changes, especially if customer (tenant) data is used as part the service and/or customer (tenant) has some shared responsibility over implementation of control.	Is timely deprovisioning, revocation, or modification of user access to the organizations systems, information assets, and data implemented upon any change in status of employees, contractors, customers, business partners, or involved third parties?
User ID Credentials	IAM-12.1	Internal corporate or customer (tenant) user account credentials shall be restricted as per the following, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures: • Identity trust verification and service-to-service application (API) and information processing interoperability (e.g., SSO and Federation) • Account credential lifecycle management from instantiation through revocation • Account credential and/or identity store minimization or re-use when feasible • Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expirable, non-shared authentication secrets)	Do you support use of, or integration with, existing customer-based Single Sign On (SSO) solutions to your service?
	IAM-12.3		Do you support identity federation standards (SAML, SPML, WS-Federation, etc.) as a means of authenticating/authorizing users?
	IAM-12.8		Do you support password (minimum length, age, history, complexity) and account lockout (lockout threshold, lockout duration) policy enforcement?

		IAM-12.11		Do you have mechanisms in place for unlocking accounts that have been locked out (e.g., self-service via email, defined challenge questions, manual unlock)?
Infrastructure & Virtualization Security	**Audit Logging / Intrusion Detection**	IVS-01.1	Higher levels of assurance are required for protection, retention, and lifecycle management of audit logs, adhering to applicable legal, statutory or regulatory compliance obligations and providing unique user access accountability to detect potentially suspicious network behaviors and/or file integrity anomalies, and to support forensic investigative capabilities in the event of a security breach.	Are file integrity (host) and network intrusion detection (IDS) tools implemented to help facilitate timely detection, investigation by root cause analysis, and response to incidents?
		IVS-01.2		Is physical and logical user access to audit logs restricted to authorized personnel?
		IVS-01.5		Are audit logs reviewed on a regular basis for security events (e.g., with automated tools)?
	Clock Synchronization	IVS-03.1	A reliable and mutually agreed upon external time source shall be used to synchronize the system clocks of all relevant information processing systems to facilitate tracing and reconstitution of activity timelines.	Do you use a synchronized time-service protocol (e.g., NTP) to ensure all systems have a common time reference?
	OS Hardening and Base Controls	IVS-07.1	Each operating system shall be hardened to provide only necessary ports, protocols, and services to meet business needs and have in place supporting technical controls such as: antivirus, file integrity monitoring, and logging as part of their baseline operating build standard or template.	Are operating systems hardened to provide only the necessary ports, protocols, and services to meet business needs using technical controls (e.g., antivirus, file integrity monitoring, and logging) as part of their baseline build standard or template?
	Production / Non-Production Environments	IVS-08.1	Production and non-production environments shall be separated to prevent unauthorized access or changes to information assets. Separation of the environments may include: stateful inspection firewalls, domain/realm authentication sources, and clear segregation of duties for personnel accessing these environments as part of their job duties.	For your SaaS or PaaS offering, do you provide tenants with separate environments for production and test processes?
		IVS-08.3		Do you logically and physically segregate production and non-production environments?
	Segmentation	IVS-09.1	Multi-tenant organizationally-owned or managed (physical and virtual) applications, and infrastructure system and network components, shall be designed, developed, deployed and configured such that provider and customer (tenant) user access is appropriately segmented from other tenant users, based on the following considerations: • Established policies and procedures • Isolation of business critical assets and/or sensitive user data and sessions that mandate stronger internal controls and high levels of assurance • Compliance with legal, statutory and regulatory compliance obligations	Are system and network environments protected by a firewall or virtual firewall to ensure business and customer security requirements?
	VMM Security - Hypervisor Hardening	IVS-11.1	Access to all hypervisor management functions or administrative consoles for systems hosting virtualized systems shall be restricted to personnel based upon the principle of least privilege and supported through technical controls (e.g., two-factor authentication, audit trails, IP address filtering, firewalls, and TLS encapsulated communications to the administrative consoles).	Do you restrict personnel access to all hypervisor management functions or administrative consoles for systems hosting virtualized systems based on the principle of least privilege and supported through technical controls (e.g., two-factor authentication, audit trails, IP address filtering, firewalls and TLS-encapsulated communications to the administrative consoles)?

	Wireless Security	IVS-12.1		Are policies and procedures established and mechanisms configured and implemented to protect the wireless network environment perimeter and to restrict unauthorized wireless traffic?
		IVS-12.2		Are policies and procedures established and mechanisms implemented to ensure wireless security settings are enabled with strong encryption for authentication and transmission, replacing Contractor default settings (e.g., encryption keys, passwords, SNMP community strings)?
		IVS-12.3		Are policies and procedures established and mechanisms implemented to protect wireless network environments and detect the presence of unauthorized (rogue) network devices for a timely disconnect from the network?
Interoperability & Portability	APIs	IPY-01.1	The provider shall use open and published APIs to ensure support for interoperability between components and to facilitate migrating applications.	Do you publish a list of all APIs available in the service and indicate which are standard and which are customized?
	Standardized Network Protocols	IPY-04.1	The provider shall use secure (e.g., non-clear text and authenticated) standardized network protocols for the import and export of data and to manage the service, and shall make available a document to consumers (tenants) detailing the relevant interoperability and portability standards that are involved.	Can data import, data export and service management be conducted over secure (e.g., non-clear text and authenticated), industry accepted standardized network protocols?
Mobile Security	Approved Applications	MOS-03.1	The company shall have a documented policy prohibiting the installation of non-approved applications or approved applications not obtained through a pre-identified application store.	Do you have a policy enforcement capability (e.g., XACML) to ensure that only approved applications and those from approved application stores can be loaded onto a mobile device?
	Awareness and Training	MOS-05	The provider shall have a documented mobile device policy that includes a documented definition for mobile devices and the acceptable usage and requirements for all mobile devices. The provider shall post and communicate the policy and requirements through the company's security awareness and training program.	Do you have a documented mobile device policy in your employee training that clearly defines mobile devices and the accepted usage and requirements for mobile devices?
Security Incident Management, E-Discovery, & Cloud Forensics	Incident Management	SEF-02.1	Policies and procedures shall be established, and supporting business processes and technical measures implemented, to triage security-related events and ensure timely and thorough incident management, as per established IT service management policies and procedures.	Do you have a documented security incident response plan?
				Do you have a dedicated security team?
		SEF-02.4		Have you tested your security incident response plans in the last year?
	Incident Reporting	SEF-03.1	Workforce personnel and external business relationships shall be informed of their responsibility and, if required, shall consent and/or contractually agree to report all information security events in a timely manner. Information security events shall be reported through predefined communications channels in a timely manner adhering to applicable legal, statutory, or regulatory compliance obligations.	Are workforce personnel and external business relationships adequately informed of their responsibility, and, if required, consent and/or contractually required to report all information security events in a timely manner?
				What is your SLA for security incident notification?
		SEF-03.2		Do you have predefined communication channels for workforce personnel and external business partners to report incidents in a timely manner adhering to applicable legal, statutory, or regulatory compliance obligations?
				Does your logging and monitoring framework allow isolation of an incident to specific tenants?

	Incident Response Legal Preparation	SEF-04.2	Proper forensic procedures, including chain of custody, are required for the presentation of evidence to support potential legal action subject to the relevant jurisdiction after an information security incident. Upon notification, customers and/or other external business partners impacted by a security breach shall be given the opportunity to participate as is legally permissible in the forensic investigation.	Does your incident response capability include the use of legally admissible forensic data collection and analysis techniques?
		SEF-04.3		Are you capable of supporting litigation holds (freeze of data from a specific point in time) for a specific tenant without freezing other tenant data?
		SEF-04.4		Do you enforce and attest to tenant data separation when producing data in response to legal subpoenas?
				Are systems in place to monitor for privacy breaches and notify tenants expeditiously if a privacy event may have impacted their data?
Supply Chain Management, Transparency, and Accountability	**Data Quality and Integrity**	STA-01.2	Providers shall inspect, account for, and work with their cloud supply-chain partners to correct data quality errors and associated risks. Providers shall design and implement controls to mitigate and contain data security risks through proper separation of duties, role-based access, and least-privilege access for all personnel within their supply chain.	Do you design and implement controls to mitigate and contain data security risks through proper separation of duties, role-based access, and least-privileged access for all personnel within your supply chain?
	Incident Reporting	STA-02.1	The provider shall make security incident information available to all affected customers and providers periodically through electronic methods (e.g. portals).	Do you make security incident information available to all affected customers and providers periodically through electronic methods (e.g., portals)?
	Network / Infrastructure Services	STA-03.1	Business-critical or customer (tenant) impacting (physical and virtual) application and system-system interface (API) designs and configurations, and infrastructure network and systems components, shall be designed, developed, and deployed in accordance with mutually agreed-upon service and capacity-level expectations, as well as IT governance and service management policies and procedures.	Do you collect capacity and use data for all relevant components of your cloud service offering?

Third Party Agreements	STA-05.4	Supply chain agreements (e.g., SLAs) between providers and customers (tenants) shall incorporate at least the following mutually-agreed upon provisions and/or terms: • Scope of business relationship and services offered (e.g., customer (tenant) data acquisition, exchange and usage, feature sets and functionality, personnel and infrastructure network and systems components for service delivery and support, roles and responsibilities of provider and customer (tenant) and any subcontracted or outsourced business relationships, physical geographical location of hosted services, and any known regulatory compliance considerations) • Information security requirements, provider and customer (tenant) primary points of contact for the duration of the business relationship, and references to detailed supporting and relevant business processes and technical measures implemented to enable effectively governance, risk management, assurance and legal, statutory and regulatory compliance obligations by all impacted business relationships • Notification and/or pre-authorization of any changes controlled by the provider with customer (tenant) impacts • Timely notification of a security incident (or confirmed breach) to all customers (tenants) and other business relationships impacted (i.e., up- and down-stream impacted supply chain) • Assessment and independent verification of	Do third-party agreements include provision for the security and protection of information and assets?
	STA-05.5		Do you have the capability to recover data for a specific customer in the case of a failure or data loss?
Supply Chain Metrics	STA-07.4	Policies and procedures shall be implemented to ensure the consistent review of service agreements (e.g., SLAs) between providers and customers (tenants) across the relevant supply chain (upstream/downstream). Reviews shall performed at least annually and identity non-conformance to established agreements. The reviews should result in actions to address service-level conflicts or inconsistencies resulting from disparate supplier relationships.	Do you provide tenants with ongoing visibility and reporting of your operational Service Level Agreement (SLA) performance?
Third Party Audits	STA-09.1	Third-party service providers shall demonstrate compliance with information security and confidentiality, access control, service definitions, and delivery level agreements included in third-party contracts. Third-party reports, records, and services shall undergo audit and review at least annually to govern and maintain compliance with the service delivery agreements.	Do you mandate annual information security reviews and audits of your third party providers to ensure that all agreed upon security requirements are met?
	STA-09.2		Do you have external third party services conduct vulnerability scans and periodic penetration tests on your applications and networks?

Threat and Vulnerability Management	Antivirus / Malicious Software	TVM-01.1	Policies and procedures shall be established, and supporting business processes and technical measures implemented, to prevent the execution of malware on organizationally-owned or managed user end-point devices (i.e., issued workstations, laptops, and mobile devices) and IT infrastructure network and systems components.	Do you have anti-malware programs that support or connect to your cloud service offerings installed on all of your IT infrastructure network and systems components?
	Vulnerability / Patch Management	TVM-02.1	Policies and procedures shall be established, and supporting processes and technical measures implemented, for timely detection of vulnerabilities within organizationally-owned or managed applications, infrastructure network and system components (e.g. network vulnerability assessment, penetration testing) to ensure the efficiency of implemented security controls. A risk-based model for prioritizing remediation of identified vulnerabilities shall be used. Changes shall be managed through a change management process for all Contractor-supplied patches, configuration changes, or changes to the organization's internally developed software. Upon request, the provider informs customer (tenant) of policies and procedures and identified weaknesses especially if customer (tenant) data is used as part service and/or customer (tenant) has some shared responsibility over implementation of control.	Do you conduct network-layer vulnerability scans regularly as prescribed by industry best practices? How often do you perform vulnerability scans?
				What is your security patch process and how often do you push updates?
				Will the customers be impacted during updates and maintenance windows?
				Do you have a process for notifying customers of updates and maintenance?
		TVM-02.2		Do you conduct application-layer vulnerability scans regularly as prescribed by industry best practices?
		TVM-02.3		Do you conduct local operating system-layer vulnerability scans regularly as prescribed by industry best practices?
		TVM-02.5		Do you have a capability to patch vulnerabilities across all of your computing devices, applications, and systems?
	Mobile Code	TVM-03.1	Policies and procedures shall be established, and supporting business processes and technical measures implemented, to prevent the execution of unauthorized mobile code, defined as software transferred between systems over a trusted or untrusted network and executed on a local system without explicit installation or execution by the recipient, on organizationally-owned or managed user end-point devices (e.g., issued workstations, laptops, and mobile devices) and IT infrastructure network and systems components.	Is mobile code authorized before its installation and use, and the code configuration checked, to ensure that the authorized mobile code operates according to a clearly defined security policy?

The following is a preliminary list of integrations required for the ERP implementation. This list is not exhaustive and integrations and/or interfaces may be added or removed throughout the course of the project.

1. eBuilder Integration
Planning, budgeting, procurement and all accounting functions to take place in ERP. Detail project management and detail work breakdown structure by budget, grant, and FTA standard cost categories to occur in eBuilder primarily for ATP legal entity. Budgets and Actuals [projects & grants] must remain in synch between ERP and eBuilder.

2. Data Warehouse Integration
Capital Metro is performing an assessment of Data Warehouse (DW) requirements which is expected to complete by May 2021. The DW assessment will be followed by a DW platform implementation and is expected to go live in late 2022. It is desired that the future ERP integrates with the future state DW.

3. B2Gnow Integration
To track small and minority business participation in projects and contracts, Capital Metro utilizes a web-based service platform called B2Gnow . B2Gnow guarantees compliance with all aspects of 49 CFR Part 26. In addition, the system can be easily configured for any number of local diversity programs – MBE, WBE, SBE, VBE, SDVBE, LGBT, Local, HUB, Edge, BEP, and more. Capital Metro published DBE contract payment information to B2Bnow. This data shows contracts with DBE goals. Contractors independently access B2Gnow to verify and confirm these amounts. Currently, we do not publish contract payments to DBE if a DBE goal is not established. The current platform does not include updates to contract amounts through contract modifications. It is desired that the future ERP will ensure that contract amount changes and corresponding dollar amount based on DBE goals are also published to B2Gnow.

4. Fare Payment Systems Integration
Capital Metro's current process requires manually downloading sales data from several portals/sources. Currently these sources include: Bytemark [metroworks, Cap Metro App, Marketplace, mPOS [to be deployed]], Square Sales [Transit Store & Rail], Flowbird [TVMs], Genfare [Farebox], and Via [Pick-up.] Once data is downloaded in Excel, it is cleansed and booked into ERP system via manual journal entries. These entries record sales revenue by pass type, service level, and fare level. This is a manual process resulting in inefficiencies, potential errors, and lack of reporting. Currently Capital Metro records cash sales [except transit store] daily and credit sales once a month. It is desired that sales data from fare systems [sources listed above] is loaded into the ERP system automatically via a simple process such as FTP, API or other integration.

5. Payment Processor Integration

Capital Metro's current process requires manually downloading credit card payment data from several portals/sources. Currently these sources include: First Data [Capital Metro App, Marketplace, Metroworks, TVMs, mPOS (future)], Brain Tree [Paypal, Via], and Square [Transit Store/Rail conductors.] A batch ID or authorization/order number is used to reconcile sales data to credit card settlements. The settlement data is then reconciled to bank deposits. All these activities occur in Excel and require considerable manual data entry, data cleansing/enrichment and reconciliation time. A summary of the excel sheet is used to book JE entries to record cash receipt & in-transit transactions. This is a cumbersome process which takes a considerable time at month end. It is desired that credit payment data from payment processors [sources listed above] is loaded into the ERP system automatically via a simple process such as FTP or SFTP.

6. Integration with Banking Institutions

Within the current AX environment, there is no automatic integration with the bank. AX is not set-up to maintain cash and bank transactions. Bank payments, deposits, and statements are manually entered in Excel and reconciled at a summary level. Individual payments and outstanding payments data are not available in AX. The future state ERP system will support two-way integration with Chase Bank and enable automated banking and reconciliation processes.

1) For AP:

A) approved supplier payments will be sent in a single file to the bank (ACH, wire, check).

B) Daily bank statement will mark AP payments as paid in ERP

2) For AR:

A) Daily lockbox file will be posted automatically in ERP. This includes auto payment application

B) Remote deposits will be processed by AR and sent to the Bank via bank terminal.

3) For Bank Statement Reconciliation:

A) Daily bank statement will reconcile AP payments

B) Create automatic entries and reconcile direct debits, transfers, fees etc.

C) Cash & credit card deposits receipts in Cash & Bank / GL module will be reconciled to batch bank deposits

D) Deposits will be reconciled with lock box and remote deposit transactions

E) Only Unreconciled transactions will be highlighted in red and will require SME action

7. Integration with Payment Card Providers (P-Cards)

Capital Metro utilizes purchasing cards (P-Cards) to support travel purchases and various operational expenses. Current process requires P-card admins to approve their expenses by accessing p-card portal. Accounting manually download and reconciles p-card transactions and records a manual JE in AX. This is a monthly manual. process that takes considerable resource time. Modern ERP application systems generally support an out of the box automated interface with P-Card Contractors. An automated interface between the P-Card provider and the ERP application system would provide for posting entries and supporting the matching of receipts to P-Card statements by Capital Metro staff. Reconciliations would also be supported so that P-Card statements and accounts payable remain balanced. Available functionality within ERP application systems and financial institutions will be leveraged to automate the P-Card processes.

8. Integration with Infor (EAMS)

Finance team members run a report in Spear/Infor which provides Fuel consumption data by location, vehicle number, fuel type, dept, GL, service and function. This data is manually downloaded into Excel then combined with data from Fuel Cost Management System. Manual tabulations are performed to record fuel consumption in AX. We recommend that a report/extract should be created from Infor to ERP system where the consumption data from Infor will be combined with rates from Fuel Data Management System and a JE is booked automatically to record consumption and reduce Fuel inventory in ERP.

Currently a report/process doesn't exist to ensure relevant assets / spare parts are in-synch between Fixed Assets and Capital Metro's Enterprise Asset Management System (EAMS) Infor. Both systems are manually reconciled using Excel spreadsheets and often time there are timing differences. Assets will be tagged with ownership [Capital Metro/other] and Capital Metro reference number in Infor. It is desired that master data is synched between the two systems For Capital Metro owned spare parts an extract should be published from Infor to ERP to ensure on-hand quantities are in-synch. This extract should also include open POs where inventory is being replenished.

9. Integration with UltiPro (HRMIS)

Capital Metro utilizes the UltiPro Human Resources Management Information System (HRMIS) to manage HR and Payroll Processes. Should optional modules regarding HR and Payroll not be implemented, it is required that the ERP integrate with the existing UltiPro platform.

10. Integration with CLS (Real Estate Information Management System)

Capital Metro utilizes the CLS Real Estate Information Management System to track receivables and payments related to the various property and real estate assets owned by Capital Metro. It is required that the future state ERP integrate with CLS for accounting and financial processes, as applicable.

11. Integration with Lockbox

Capital Metro desires a future Lockbox functionality to enable Bank's provide remittance data in the bank statement and could also provide digital scans of payments automatically sent to Capital Metro's ERP system for process and accounting. Such functionality will help reduce time spent by Capital Metro staff to gather/deposit check at the bank and manually record receipts in ERP system.

12. Future State Travel Booking Tool

Ability to manage and approve travel requests and payments using existing ERP workflow. Ability to transfer costs from booking tool to ERP. Reconcile to pCards or disbursement payment to employee from ERP.

13. Optional Integration - Enterprise Project and Portfolio Management Tool

~~Capital Metro currently utilizes a custom built EPPM tool to facilitate project management processes. While Capital Metro desires an ERP solution with a built in EPPM function as noted in our requirements, should these requirements not meet our needs, the selected Contractor should have the ability integrate with our existing Microsoft based EPPM tool~~

14. Additional Bank Integration

Add an additional integration to the existing bank interfaces in our requirements. This additional integration will allow Capital Metro to submit check data, including remittance advices to the bank. The bank will consume this data to print and distribute checks.

Appendix E: The below are sample statistics for Capital Metro's business operations. These statistics are as of a point in time and may change by project commencement.
The agency is experiencing rapid growth and is expected to double within the next 10 years.

Functional Area	Statistic
Accounts Payable	
Average Number of Monthly Payments	550
Average Dollar Value of Monthly Payments	$29,000,000
Estimated number of Contractors	1,175
Annual Contractor Payments via ACH (FY19)	6,680
Annual Contractor Payments via Check (FY19)	3,635
Accounts Receivable	
Number of Invoice Line Items (FY19)	2,500
Number of Invoices (FY19)	1,326
Number of Invoices Paid (FY19)	1,256
Number of Credit Memos (FY19)	110
Number of Write Offs (FY19)	16
Number of Bright Horizon Advanced Ledger Entries (FY19)	750
Number of Advanced Ledger Entries (FY19)	75
Number of Invoices Paid via Check, ACH, Credit Card (FY19)	1,256
General Ledger and Accounts	
Total Number of Funds	6
Total Number of Accounts	967
Total Number of Departments	72
Total Number of Functions	38
Total Number of Services	72
Number of Business Days to Close (Month)	7
Number of Business Days to Close (Year)	30
Procurement	
Number of Purchase Orders	533
Number of Purchase Agreements	321
Number of Purchase Requests	457
Budget Data	
Capital Budget (FY21)	$106,388,036
Operating Budget (FY21)	$278,172,712
Grants Management	
Number of Grants (FY20)	26
Dollar Value of Grants	$179,404,436
System User Data By Department	
Diversity & Compliance	3
Procurement	15
Innovative Mobility	1
Demand Response Oversight	4
Paratransit Reservation & Control	3
Paratransit Eligibility	1
Government Relations	1
Executive Staff	3
Legal	6
Marketing & Communications	7
Capital Projects	11
Project Connect	3
Public Facilities	1

Property & Asset Management	5
Real Estate & Facility Planning	2
Commuter Rail Operations	7
Freight Management	1
Board of Directors	1
Internal Audit	1
Security	5
Finance	22
Planning	6
Community Engagement	2
Information Technology	17
Risk Management	6
People & Culture	10
Strategic Operations Management & Administration	3
Customer Service	1
Rideshare	1
Operations & Maintenance	6
Total Users	**155**

	Definitions
1.01	Project Management Plan - Outlines Contractor's approach to day to day project management, including risk management, budget and schedule management, communication management and change management
1.02	System Implementation Plan - Outlines the Contractor's approach to implementing (via Traditional or Hybrid Agile) the required system components and modules
1.03	Data Migration Plan - Outlines the Contractor's approach to migrating data from the legacy to the future state ERP system, including any data migration to a future state Data Warehouse
1.06	Disaster Recovery Plan - Outlines the Contractor's approach to recovering lost data due to external or internal system failure, including archived data
1.07	Quality Assurance Plan - Outlines the Contractor's approach to reviewing work product, including configurations, to ensure they meet Capital Metro requirements and specifications
1.08	Integration Design Plan - Outlines the Contractor's approach to successfully fulfilling the requirements for internal and external integrations
1.09	Risk Management Plan - Outlines the Contractor's approach to identifying and mitigating risk throughout the project
1.10	Test Plan - Outlines the Contractor's approach to all testing throughout the lifecycle of the project, including development of test processes, scripts and approach to execution

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EXHIBIT H
PROPRIETARY RIGHTS AND DATA SECURITY ADDENDUM
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Capital Metro Transportation Authority ("the Authority") has invested extensive time, money and specialized resources into developing, collecting and establishing its tangible and intangible proprietary assets. This Proprietary Rights and Data Security Addendum (this "Addendum") identifies and acknowledges the Authority's proprietary rights, establishes baseline commitments regarding data security and represents a set of standard terms applicable to service providers and business partners when they enter into contracts with the Authority. Capitalized terms used in this Addendum have the meanings set forth in the Agreement, unless differently defined in this Addendum. The Contractor is responsible for ensuring compliance with the terms of this Addendum by the Contractor's employees, agents and contractors and all of the restrictions and obligations in this Addendum that apply to the Contractor also apply to the Contractor's employees, agents and contractors. The term "including" or "includes" means including without limiting the generality of any description to which such term relates.

1.   Definitions. The following terms will have the meanings described below in this Addendum.

"**Authority Data**" means all data, content or information, in any form or format, including interim, Processed, compiled, summarized, or derivative versions of such data, content or information, and any insights that may be learned from such data, content or information, that may exist in any system, database, or record that is either (i) provided by or on behalf of the Authority or its customers to the Contractor, or (ii) is obtained, developed, produced or Processed by the Contractor or its systems, in each of (i) and (ii) in connection with the relationship or arrangements established by the Agreement, but excluding any data or information that is expressly defined as owned by the Contractor in the Agreement.

"**Authority Electronic Property**" means (i) any websites controlled by the Authority, (ii) any Authority mobile device apps, (iii) any other kiosks, devices or properties for consumer interaction that are created, owned, or controlled by the Authority, and (iv) versions and successors of the foregoing, any form or format now known or later developed, that may be used by the Authority's customers.

"**Data Law**" means, as in effect from time to time, any law, rule, regulation, declaration, decree, directive, statute or other enactment, order, mandate or resolution, which is applicable to either the Contractor or the Authority, issued or enacted by any national, state, county, municipal, local, or other government or bureau, court, commission, board, authority, or agency, relating to data security, data protection and/or privacy. Data Laws also include ISO 27001 and ISO 27002, the most current Payment Card Industry Data Security Standard (the "**PCI DSS**"); and other industry standard practices.

"**Personal Identifying Information**" means any data that identifies or could be used to identify a natural person, including name, mailing address, phone number, fax number, email address, Social Security number, credit card or other payment data, date of birth, driver's license number, account number or user ID, PIN, or password.

"**Process**" or "**Processing**" means, with respect to Authority Data, to collect, access, use, process, modify, copy, analyze, disclose, transmit, transfer, sell, rent, store, or retain or destroy such data in any form. For the avoidance of doubt, "Process" includes the compilation or correlation of Authority Data with information from other sources and the application of algorithmic analysis to create new or derivative data sets from Authority Data.

"**Remediation Efforts**" means, with respect to any Security Incident, activities designed to remedy a Security Incident which may be required by a Data Law or by the Authority's or the Contractor's policies or procedures, or which may otherwise be necessary, reasonable or appropriate under the circumstances, commensurate with the nature of such Security Incident. Remediation Efforts may include: (i) development and delivery of legal notices to affected individuals or other third parties; (ii) establishment and operation of toll-free telephone numbers for affected individuals to receive specific information and assistance; (iii)

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procurement of credit monitoring, credit or identity repair services and identity theft insurance from third parties that provide such services for affected individuals; (iv) provision of identity theft insurance for affected individuals; (v) cooperation with and response to regulatory, government and/or law enforcement inquiries and other similar actions; (vi) undertaking of investigations (internal or in cooperation with a governmental body) of such Security Incident, including forensics; (vii) public relations and other crisis management services; and (viii) cooperation with and response to litigation with respect to such Security Incident (including, but not limited to, class action suits or similar proceedings); and in each case of examples (i) through (viii), payment of legal costs, disbursements, fines, settlements and damages.

"**Security Policies**" means statements of direction for Security Requirements and mandating compliance with applicable Data Laws. Typically, Security Policies are high level instructions to management on how an organization is to be run with respect to Security Requirements.

"**Security Procedures**" means statements of the step-by-step actions taken to achieve and maintain compliance with Security Requirements.

"**Security Requirements**" means the security requirements set forth below in Section 7 of this Addendum.

"**Security Technical Controls**" means any specific hardware, software or administrative mechanisms necessary to implement, maintain, comply with and enforce the Security Requirements. Security Technical Controls specify technologies, methodologies, implementation procedures, and other detailed factors or other processes to be used to implement and maintain Security Policies and Procedures relevant to specific groups, individuals, or technologies.

2.   Authority Marks, Patents and Copyrights. The Contractor will not: (i) use or register any domain name that is identical to or confusingly similar to any of trademarks, service marks, logos or other source identifiers owned or used by the Authority (the "Authority Marks"); or (ii) create, acquire, license, or support any internet keyword or search term that contains any Authority Marks or other intellectual property rights owned or licensed by the Authority.

3.   Authority Data. As between the Contractor and the Authority (_i.e._, without addressing rights of third parties), the Authority is the sole owner of all rights, title and interest in and to Authority Data. Except as expressly authorized in the Agreement, the Contractor may not use, edit, modify, create derivatives, combinations or compilations of, combine, associate, synthesize, re-identify, reverse engineer, reproduce, display, distribute, disclose, sell or Process any Authority Data. The Contractor will not use Authority Data in a manner that is harmful to the Authority.

4.   Personal Identifying Information. The Contractor will comply with any Data Laws relating to the use, safeguarding, or Processing of any Personal Identifying Information, including any requirement to give notice to or obtain consent of the individual. In Processing any Personal Identifying Information, the Contractor will at all times comply with any posted privacy policy or other representations made to the person to whom the information is identifiable, and to communicate any limitations required thereby to any authorized receiving party (including any modifications thereto) in compliance with all Data Laws. The Contractor will ensure that any such receiving party abides by any such limitations, in addition to the requirements of the Agreement. Notwithstanding the foregoing, the Contractor represents and warrants that Personal Identifying Information will not be Processed, transmitted, or stored outside of the U.S.

5.   No Implied Rights. No right, license, permission, or ownership or other interest of any kind in or to any Authority Data or other intellectual property rights owned or licensed by the Authority is or is intended to be given or transferred to or acquired by the Contractor except as expressly stated in writing in the Agreement.

6.   Prohibited Internet Practices. The Contractor will not, and will not authorize or encourage any third party to, directly or indirectly: (i) use any automated, deceptive or fraudulent means to generate impressions, click-throughs, or any other actions in relation to advertisements or Internet promotions on

Authority Electronic Property or in relation to advertisements or Internet promotions of the Authority (or its products or services) on third party websites; or (ii) collect or Process data from an Authority Electronic Property other than as has been expressly authorized by the Authority in the Agreement or another written agreement with the Authority. Except as expressly allowed in the Agreement, the Contractor will not "screen-scrape" Authority Electronic Property or conduct any automated extraction of data from Authority Electronic Property or tracking of activity on Authority Electronic Property.

7.   Security Requirements.   The Contractor will apply reasonable physical, technical and administrative safeguards for Authority Data that is in the Contractor's possession or control in order to protect the same from unauthorized Processing, destruction, modification, or use that would violate the Agreement or any Data Law. The Contractor represents and warrants that the Security Policies, Security Procedures and Security Technical Controls as they pertain to the services being rendered to the Authority by the Contractor or its subcontractors and any Processing of Authority Data by the Contractor or its subcontractors will at all times be in material compliance with all Data Laws. In addition, the Contractor will require any of its employees, agents or contractors with access to Authority Data to adhere to any applicable Data Laws, and the Contractor represents and warrants that such employees, agents and contractors have not been involved in any violation of applicable Data Laws in the twenty-four months before the Effective Date. The Contractor will take into account the sensitivity of any Authority Data in the Contractor's possession in determining reasonable controls used to safeguard such Authority Data.

8.   Data Segregation and Access. The Contractor will physically or logically segregate stored Authority Data from other data and will ensure that access to Authority Data is restricted to only authorized personnel through security measures. The Contractor will establish and maintain appropriate internal policies, procedures and systems that are reasonably designed to prevent the inappropriate use or disclosure of Authority Data.

9.   PCI Compliance. If the Contractor Processes payment card data, cardholder data, or sensitive authentication data on behalf of the Authority or if the Contractor otherwise can impact the security of said data belonging to the Authority, the Contractor is responsible for the security of said data. The Contractor represents and warrants that it has performed an assessment to confirm that the material aspects of the Contractor's Security Policies, Security Procedures and Security Technical Controls (as they pertain to the services being rendered to the Authority by the Contractor or its subcontractors and any Processing of Authority Data by the Contractor or its subcontractors) comply with the PCI DSS and the Contractor will repeat this assessment each year during the Term. The Contractor will provide certification of compliance with this requirement upon request from the Authority.

10.   Security Reviews and Audits. The Contractor will, upon request, provide the Authority with reports of any audits performed on the Contractor's Security Policies, Security Procedures or Security Technical Controls. At a minimum, such reports will include any certifications of the Contractor's agents and contractors. Additionally, the Contractor will respond within a reasonable time period to any inquiries from the Authority relating to the Contractor's and its agents' and contractors' Security Policies, Security Procedures and Security Technical Controls. The Contractor will, upon the Authority's request, provide the Authority or its representatives access to the Contractor's and its agents' and contractors' systems, records, processes and practices that involve Processing of Authority Data so that an audit may be conducted. the Authority will not exercise such audit right more frequently than once per twelve (12) month period and the Authority will bear the full cost and expense of any such audit, unless such audit discloses a Security Incident or a breach of this Addendum or the Agreement, in which case the Contractor will bear the full cost and expense of such audit and a further audit may be conducted by the Authority or its representatives within the current twelve (12) month period.

11.   Security Incidents. The Contractor will promptly notify the Authority upon discovering or otherwise learning of a Security Incident. Following any Security Incident, the Contractor will consult in good faith with the Authority regarding Remediation Efforts that may be necessary and reasonable. The Contractor will (i) at the Authority's direction undertake Remediation Efforts at the Contractor's sole expense and reimburse the Authority for its reasonable costs and expenses in connection with any Remediation Efforts

it elects to undertake, (ii) ensure that such Remediation Efforts provide for, without limitation, prevention of the recurrence of the same type of Security Incident, and (iii) reasonably cooperate with any Remediation Efforts undertaken by the Authority.

12.   Liability for Security Incidents and/or Data Misuse. The Contractor will indemnify, defend and hold harmless the Authority and its officers, directors, employees, agents and contractors (each an "Authority Indemnitee") from and against any Losses incurred by such Authority Indemnitee as a result of any claim, demand, suit, action, investigation, allegation or any other proceeding (collectively, "**Claims**") arising out of or relating to: (i) any Security Incident and/or (ii) the Contractor's or its employees', agents' or contractors' breach of any of the terms, conditions or obligations relating to data security, privacy, or Authority Data set forth in the Agreement or this Addendum. However, if the Contractor can demonstrate through clear and convincing evidence that the Authority was the sole cause of a Security Incident and the Contractor was fully compliant with its obligations, then this Section will not apply to such Security Incident. For the purposes of this Section, Losses will include, without limitation, the cost of Remediation Efforts. The Contractor's obligations in this Section are in addition to any indemnification or similar obligations that the Contractor may have under the Agreement. The rights and remedies of the Authority under this Addendum will not be subject to any limitation or exclusion of actions or remedies or any other similar limiting provisions stated in the Agreement. Without limiting the foregoing: (a) there will be no limitations or exclusions on the Contractor's liability arising under this Addendum, the Agreement or otherwise relating to Claims pertaining to privacy, security, or confidentiality or relating to unauthorized use of Authority Data, and (b) the Contractor will be liable for all obligations under this Section and for reimbursement of Losses for Remediation Efforts regardless of whether such amounts are characterized by any person, court or other third party as direct, indirect, consequential, special, or punitive damages.

13.   Notice to the Authority Customers and Employees. Any notifications to any of the Authority's customers or employees regarding Security Incidents will be handled exclusively by the Authority and the Contractor may not under any circumstances contact the Authority's customers or employees relating to such Security Incident unless the Contractor is under a legal obligation to do so, in which event (i) the Contractor must notify the Authority in writing promptly after concluding that the Contractor has the legal obligation to notify such customers or employees and explain in such notice to the Authority the basis for the legal obligation and (ii) the Contractor will limit the notices to any of the Authority's customers and employees to those required by the legal obligation or as pre-approved by the Authority. The Contractor will reasonably cooperate in connection with notices to the Authority's customers and employees regarding a Security Incident and the Contractor will assist with sending such notices if so requested by the Authority.

14.   Equitable Relief. The Contractor acknowledges that the Authority may have no adequate remedy at law if there is a breach or threatened breach of any of the obligations set forth in this Addendum and, accordingly, that the Authority may, in addition to any legal or other remedies available to the Authority, seek injunctive or other equitable relief to prevent or remedy such breach without requirement of a bond or notice. The Contractor will not object or defend against such action on the basis that monetary damages would provide an adequate remedy.

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<mark>EXHIBIT K - REVISED-1</mark>
IT TERMS AND CONDITIONS - SERVICES
(ADDITIONAL TERMS AND CONDITIONS FOR THE PERFORMANCE OF INFORMATION TECHNOLOGY (IT) SERVICES)

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1.1 <u>Definitions</u>. Unless otherwise specified in this Contract (or an Exhibit hereto), the following definitions shall apply, if applicable:

1.1.1 "Acceptance" shall have the meaning set forth in Section 1.4 of this Exhibit unless otherwise specified in the Project Plan.
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1.1.2 "Application" means the technical system, platform, application and/or subscription services to be provided by the Contractor, as may be further described in the Technical Specifications.

1.1.3 "Applicable Laws" means any and all applicable statutes, laws, treaties, rules, codes, ordinances, regulations, permits, interpretations, or orders of any Federal, state, or local governmental authority having jurisdiction over the Project, this Contract, and the parties all as in effect as of the date of this Contract and as amended during the Service Term of this Contract.

1.1.4 "Authority Data" means all data, content and information (i) submitted by or on behalf of the Authority or Customers to the Contractor, (ii) obtained, developed, produced or processed by the Contractor in connection with this Contract, or (iii) to which the Contractor has access in connection with this Contract, and all derivative versions of such data, content and information, and any derivative versions thereof, in any form or format.

1.1.5 "Authority Electronic Property" means (i) any websites, servers, hardware, equipment, routers and other system components, software or networks owned or controlled by the Authority, (ii) any Authority mobile device apps, (iii) any interfaces to the Authority's information technology systems, (iv) any other kiosks, devices or properties for consumer interaction that are created, owned, or controlled by the Authority, and (v) versions and successors of the foregoing, any form or format now known or later developed, that may be used by Customers.

1.1.6 "Confidential Information" shall have the meaning set forth in Section 2.2 of this Exhibit.

1.1.7 "Contractor's Certification" shall have the meaning set forth in Section 1.4.3 of this Exhibit.

1.1.8 "Contractor Technology" means all Contractor-owned software and hardware as applicable, and any technology, information, content and data, together with Intellectual Property Rights related thereto, owned by the Contractor in the performance of the Services.

1.1.9 "Deliverables" means all information, data, materials, devices (including equipment and hardware), the Application, and other items to be delivered by the Contractor to the Authority, as specified in the Project Plan.

1.1.10 "Documentation" means the documentation provided to the Authority including, but not limited to, user manuals, system administration manuals, maintenance manuals, diagrams and operator instructions related to the Services furnished by the Contractor to the Authority in any format, including paper and electronic.

1.1.11 "Intellectual Property Rights" means any and all intellectual property rights, including without limitation, invention, patents, patent and patent applications (including all reissues, divisions, renewals, continuations, continuations-in-part, extensions, provisionals, and reexaminations) and all rights therein provided by international treaties or conventions and all improvements to the inventions disclosed in each such registration, patent or application, trademarks, service marks, trade dress, logos, slogans, configurations, trade names, corporate names, and business names, whether or not registered, including all common law rights, and registrations and applications for registration thereof, and all rights

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therein provided by international treaties or conventions, works of authorship and copyrights (registered or otherwise) and registrations and applications for registration thereof, and all rights therein provided by international treaties or conventions, all internet uniform resource locators, and domain names, including any domain name application or registration, all industrial designs and any registration or application thereof anywhere in the world, data and database rights, trade secrets, proprietary know-how and show-how, whether or not reduced, all rights to obtain and rights to apply for patents, and to register trademarks and copyrights, and any similar or equivalent rights to any of the foregoing anywhere in the world.

1.1.12 "Malware" means any malicious data, code, script, active content, program, or other malicious software that could damage, destroy, alter or disrupt any computer program, data, firmware or hardware.

1.1.13 "Project" means the project from pre-production launch to pre-final notice related to any Deliverables and Services as described in more detail in this Exhibit.

1.1.14 "Project Plan" means the scope of services as set forth in Exhibit F 1 – *Description of Implementation*.

1.1.15 "Remediation Efforts" means, with respect to any Security Incident, activities designed to remedy a Security Incident, which may be required by Applicable Law or by the Authority's or the Contractor's policies or procedures or under the Security Requirements, or which may otherwise be necessary, reasonable or appropriate under the circumstances, commensurate with the nature of such Security Incident.

1.1.16 "Security Incident(s)" means: (i) the loss or misuse of Authority Data and/or the Authority Electronic Property; (ii) the inadvertent, unauthorized, or unlawful processing, alteration, corruption, sale, rental, or destruction of the Authority Data and/or the Authority Electronic Property; (iii) unauthorized access to internal resources; (iv) programmatic manipulation of a system or network to attack a third party; (v) elevation of system privileges without authorization; (vi) unauthorized use of system resources; (vii) denial of service to a system or network; or (viii) any potential or confirmed exposure (which may stem from an act or omission to act) that would result in any of the events described in (i) through (viii).

1.1.17 "Security Requirements" means security measures under Applicable Laws, industry best practices and other reasonable physical, technical and administrative safeguards, procedures, protocols, requirements and obligations related to facility and network security in order to protect Authority Data and the Authority Electronic Property from unauthorized access, processing, destruction, modification, distribution and use, as approved in writing by the Authority.

1.1.18 "Service Term" means the term of the contract as set forth in **Exhibit E - Revised-1** to the Contract.

1.1.19 "Services" means collectively all services to be performed by the Contractor for or on behalf of the Authority, as described in the Project Plan and this Exhibit.

1.1.20 "Technical Specifications" means the technical specifications, functional specifications, descriptions, designs, standards, instructions, and business requirements of the Authority related to the S, as may be further described in this Contract. Unless otherwise agreed upon in writing by the Authority, the Technical Specifications shall be outlined in detail in Exhibits F, F-1, and F-2 to this Contract.

1.1.21 "Updates" means all bug fixes, error corrections, patches, updates, upgrades or new releases or version of the Application during the Service Term.

1.2 Contractor Requirements.

1.2.1 Unless specified in the applicable Project Plan, the Contractor will shall furnish, at its own expense, all resources, personnel, equipment, tools, and supplies necessary for the timely performance of the Services and the Deliverables. The Contractor may use any means necessary and appropriate to perform the Services and the Deliverables under this Contract; provided, however, that in no event shall the Contractor take any action that may subject either it or the Authority to civil or criminal liability.

1.2.2 Unless specified in the applicable Project Plan, the Contractor will establish and manage all Security Requirements necessary to protect Authority Data integrity and permit appropriate access to the Authority Electronic Property. The Contractor will cooperate with and assist the Authority and its other Project contractors to implement security protocols (e.g., firewalls, SSI, etc.) and take appropriate actions with respect to all Authority Data stored therein and the Authority Electronic Property so as to enable the Contractor to satisfy its obligations under this contract and to help prevent the loss, alteration or unauthorized access to all Authority Data stored therein, or the Authority Electronic Property, to the extent within the Contractor's control. The Contractor will use commercially reasonable efforts in accordance with the Security Requirements to secure all Authority Data stored therein against access by parties external to the Project and by unauthorized users, and against damage, disruption and other activity aimed at data availability or the services or other trespass or illegal actions. The Contractor will employ computer anti-Malware protections and other reasonable commercial means to ensure a safe computing environment. The Contractor agrees that it will, and it will cause its personnel and contractors to timely comply with any and all Authority's privacy policies and safety and network security policies provided to Contractor, as the same may be provided to the Contractor, at all times while on-site at the Authority's facilities or remotely accessing the Authority's systems or facilities (including Authority Electronic Property). The Contractor and/or its designated third-party auditor(s) will perform all audits necessary to ensure the Authority's Data integrity and adherence to the Security Requirements of the Project. As part of its routine audits, the Contractor will, on a regular basis, test the integrity of Authority Data backed up by the Authority or its Project Contractors.

1.2.3 The Contractor shall adopt and implement all facility and network security, disaster recovery plans and back-up plans as to protect against data loss, theft and unauthorized access, disclosure and use of Authority Data, Authority Electronic Property and the Authority's Confidential Information and to ensure the integrity and continuity of the performance of Services and the Project under this contract. The Contractor will use best efforts in accordance with industry best practices and standards for this requirement and consult and cooperate with the Authority and its other contractors who operate or access the Authority's data center and network systems (including Authority Electronic Property) in the performance of the Services.

1.2.4 The Contractor and/or its designated third-party auditor(s) will perform all audits necessary to ensure data integrity and adherence to the requirements of the Project. As part of its routine audits, the Contractor will, on a regular basis, test the integrity of Authority Data backed up by the Authority's or its Project contractors.

1.2.5 The Contractor will use commercially reasonable efforts to reasonably assist the Authority, if requested, to adopt and implement all facility and network security, disaster recovery plans and back-up plans as to protect against theft and unauthorized access, disclosure and use of the Authority Data, the Authority Electronic Property and the Authority's Confidential Information, to the extent within the Contractor's access, possession or control, and to ensure the integrity and continuity of the performance of Services and the Project under this Contract and consult and cooperate with the Authority and any contactors it designates, in its performance of these obligations.

1.2.6 The Contractor, as well as its agents, representatives, and employees, shall comply with all of the Authority rules, regulations, and guidelines then in effect when on-site at the Authority and all Applicable Laws.

1.2.7 The Contractor will timely and promptly notify the Authority upon discovering or otherwise learning of any Security Incident involving Authority Data but in no event shall such notice exceed the time periods for notice required under Applicable Laws. Following any Security Incident, the Contractor will consult in good faith with the Authority regarding remediation Efforts that may be necessary and reasonable. Without limiting the foregoing, the Contractor will (i) immediately undertake investigations (internal or in cooperation with a governmental body) of such Security Incident, including forensics, (ii) timely share with the Authority any Security Incident-related information, reports, forensic evidence and due diligence obtained from the investigation into the Security Incident and cooperate with the

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Authority in response to regulatory, government and/or law enforcement inquiries and other similar actions, (iii) cooperate with the Authority with respect to any public relations and other crisis management services, and litigation with respect to such Security Incident (including, but not limited to, class action suits or similar proceedings). Contractor will be liable and responsible for payment of legal costs, disbursements, fines, settlements and damages to the extent directly related to each instance of Security Incidents caused by Contractor. To the extent that the Authority is bound to comply with any interlocal agreements pertaining to shared information (including the Authority Data), the Contractor agrees that it will comply with, and cooperate with the Authority in its compliance, with all rights and obligations pertaining to the Authority Data under such interlocal agreements.

1.2.8 Any notifications to Customers or any employees of the Authority regarding Security Incidents will be handled exclusively by the Authority and the Contractor may not under any circumstances contact Customers or employees of the Authority relating to such Security Incident unless the Contractor is under a legal obligation to do so, in which event (i) the Contractor must notify the Authority in writing promptly after concluding that the Contractor has the legal obligation to notify such Customers or employees and explain in such notice to the Authority the basis for the legal obligation and (ii) the Contractor will limit the notices to such Customers and employees to those required by the legal obligation or as pre-approved by the Authority. The Contractor will reasonably cooperate in connection with notices to Customers and any employees of the Authority regarding a Security Incident and the Contractor will assist with sending such notices if so requested by the Authority.

1.3 Project Plan and Milestone Deadlines.

1.3.1 In accordance with Project Plan, the Contractor shall provide Services necessary to assess and evaluate the Authority's business requirements and information technology systems in order to create, deploy, configure, customize, migrate, deliver and/or implement the Services and any software and/or hardware and, if required by the Authority, any Authority Data to be migrated, interfaced to or used in conjunction with the Deliverables. Unless otherwise provided or specified by the Authority, the Contractor has prepared for the Authority's review and approval a Project Plan setting forth in detail (i) the scope of the Project and the Services required to complete the Project, (ii) the milestones and schedule for completing all tasks and requirements for the Project (including the creation, deployment, configuration, customization, migration, delivery and/or implementation of any software, hardware, systems and any Authority Data), (iii) all Authority Electronic Property required for the Contractor to perform the Services, if any, (iv) all Deliverables, and (v) all acceptance criteria, testing and post-implementation tasks. No Project Plan will be effective until approved in writing by the Authority's designated project manager.

1.3.2 This is a fast-track Project with completion deadlines that cannot reasonably be extended. For this reason, it is the desire of the Authority to recognize any likely budget overruns as soon as possible, and by this Contract it is employing the Contractor to perform design monitoring, estimating, value analysis and other functions to help the Authority meet the Project budget. At any time that the Contractor develops concerns about the integrity of the budget for the Project, the Contractor shall promptly advise the Authority of the concerns through a variance report, which shall, at a minimum, state: (i) the Contractor's concern; (ii) the apparent cause of the concern, delay, or budgetary issue; (iii) in the event of a concern about a delay, specifically demonstrate the negative impact of the delay to the critical path for the Project Plan; (iv) define any cost impacts to the Project; and (v) provide the Contractor's proposed resolution to the concern. If any estimate submitted to the Authority exceeds previously approved estimates or the Authority's budget, the Contractor shall make appropriate recommendations to the Authority.

1.3.3 If, using reasonable project monitoring techniques, the Parties determine that it is unlikely or fails to meet the project completion date or the total cost estimate due under the Project Plan solely due to Contractor's fault, in addition to any other rights and remedies that may be available to the Authority, at no additional cost to the Authority and at the Authority's option, the Contractor shall provide all necessary additional personnel at its own cost to accelerate performance as may be required or necessary to complete the activities required under the Project Plan within a re-adjusted time frame agreed to by both parties

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in a Change Order. The completion date shall be considered met if completed in accordance with the terms of this Contract within ten (10) working days of the originally estimated completion date. The Contractor will provide the Authority with prior written notice for any delays impacting delivery or other Services completion under the Project Plan in the form of a proposed Change Order.

1.3.4 The Contractor shall use its best efforts, after obtaining explicit consent from the Authority, to re-sequence the Services to overcome and/or mitigate, to the greatest practicable extent, the effect of any delays regardless of the cause of such delays. Without limiting the foregoing, the Contractor shall diligently prosecute its Services in order to meet the proposed start date except for a dispute with the Authority relating to Contractor's claims for modifications to the payments due to the Contractor. The Contractor and the Authority shall cooperate to resolve all disputes and to adjust the Project Plan accordingly by Contract modification in a timely manner (not to exceed two (2) weeks from the date of notice unless otherwise mutually agreed to).

1.3.5 Should the Contractor not progress in its performance of Services at a rate commensurate with the Service Term of this Contract, or fail to meet any scheduled date under the Project Plan and such performance delays are solely due to Contractor, the Authority may, in consultation with the Contractor, direct the Contractor to accelerate the Services by employing additional personnel and equipment or providing overtime to existing personnel as is necessary to complete by the start date. Notwithstanding any dispute, controversy, or question that might arise in the interpretation of any provision of this Contract, the performance of any Services, the delivery of any material, the payment of any monies to the Contractor, or otherwise, the Contractor agrees that it will not directly or indirectly stop or delay any Services or part thereof on its part required to be performed, nor will it stop or delay the delivery of any materials on its part required to be furnished for the Deliverables, pending the determination of such dispute or controversy so long as the Authority pays the Contractor for undisputed amounts in accordance with the Contract.

1.4 <u>Acceptance</u>. Unless otherwise specified in the Project Plan, the following provisions apply:

1.4.1 The provisions set forth in this Section 1.4 shall apply to determine the Authority's Acceptance of the Services performed and associated Deliverables.

1.4.2 Implementation shall be completed in a timely manner and appropriate tests conducted by the Authority to facilitate Acceptance of each Deliverable as more fully set forth in this Exhibit and the Project Plan; provided, however, that the Authority may upon written request require that the Contractor perform testing with cooperation of the Authority.

1.4.3 Within thirty (30) days after operational testing, the Contractor shall certify in writing that Applications component conforms to the Technical Specifications and is capable of being put into full commercial productive use in accordance with the Technical Specifications and otherwise meets the functional and business requirements set forth in this Contract (the "Contractor's Certification"). The Contractor Certification shall not be issued by the Contractor unless the Contractor has completed all tasks required for the configuration, deployment (including Authority Data migration) and operational testing of the Application, as applicable, and such items are ready for final testing and launch for production use by the Authority.

1.4.4 The Deliverables shall be finally accepted by the Authority when all action items opened from the beginning of the Project through the Warranty Period are closed and each component is fully installed and operational on the Authority's facilities, network, transportation vehicles or operating environment properly configured by the Contractor, and in conformity with the requirements outlined in this Contract ("Acceptance"). The final invoice will not be issued by the Contractor until final Acceptance by the Authority. The Authority reserves the right to modify the Acceptance plan during the implementation process if it is evident that anything related to Acceptance has been missed or are not appropriate for the successful provisioning of any solution.

1.4.5 If there is any objection to Acceptance, the Authority will provide the Contractor with a written notice (the "Defect Notice") reasonably identifying any claimed discrepancies between the actual performance of the Application component and the requirements set

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forth in this Contract within thirty (30) days after the issuance of the Contractor's Certification.

1.4.6   Upon receiving a Defect Notice from the Authority, the Contractor shall confer with the Authority and jointly review each asserted discrepancy to determine if the claimed discrepancy is valid. The Contractor shall promptly correct the discrepancy and resubmit for the Application component for acceptance by the Authority on the same basis as initially submitted. If, in the reasonable professional judgment of the Contractor such discrepancy is not valid, the Contractor shall so notify the Authority in writing.

1.4.7   In the event that the Authority, upon final review, does not accept the Deliverables or only makes a partial acceptance thereof, the Authority may elect to: (i) accept delivery of the Deliverables "AS IS" at a negotiated equitable reduction in the price and payment schedule for the Services and any Deliverables; or (ii) otherwise take remedial action under applicable law or this Contract, including termination for default.

1.5   Additional Representations and Warranties. In addition to all other representations, warranties, and covenants included in this Contract, Contractor represents, warrants, and covenants, for itself, its employees, subcontractors and agents that:

1.5.1   it is not contractually prohibited from engaging in the Services or providing the Deliverables, and that it is not a party to any contract or under any obligation which conflicts with the terms of this Contract or which prohibits Contractor from carrying out its responsibilities under this Contract;

1.5.2   it is fully able to furnish the Services as contemplated by this Contract;

1.5.3   there are no contracts to which it is a party which would prevent its timely and complete performance of the terms and conditions of the Contract, and the Contractor agrees not to enter into any such contract that would result have a materially adverse effect on the Authority; it is experienced in the type of work necessary for completion of the Project, and it understands the complexity involved in this type of project and the necessity of coordination of its Services Authority project stakeholders within which the Project will be performed;

1.5.4   Intentionally Deleted.

1.5.5   with respect to the Services and all Deliverables there is, and on the date of Acceptance will be, no claim, litigation or proceeding pending or threatened against the Contractor with respect such Services or Deliverables, or any component thereof, alleging infringement or misappropriation of any patent, copyright, trade secret, trademark or any other personal or proprietary right of any third party in any country.

1.6   Additional Warranty Remedies. Subject to the Warranty section in the Contract the Authority is entitled to all warranties implied by law or regulation. Warranties that do not otherwise expire in accordance with the Warranty Period shall survive any inspection, testing, acceptance and payment by the Authority for the Services. For any breach of the warranties contained in this Section, the Authority's remedy, in addition to all remedies available at law or in equity, shall be:

1.6.1   For the Services. The satisfactory re-performance of the Services in accordance with the Warranty period set forth in the Contract.

1.6.2   For the Deliverables. The correction of errors or otherwise in the Deliverables that cause breach of the warranty. If the Contractor is unable to provide such error corrections or otherwise make the Deliverables operate within the Warranty Period specified in this Contract, the Authority shall be entitled to terminate this Contract with respect to the affected feature.

1.7   Intellectual Property Rights.

1.7.1   As between the Contractor and the Authority (i.e., without addressing rights of third parties), the Authority is the sole owner of all rights, title and interest in and to any Authority Data and Authority Electronic Property and all Deliverables (excluding the Contractor Technology included in or embodied in the Deliverables), together with all improvements, derivative works or enhancements to any of the foregoing and all Intellectual Property

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Rights related thereto ("Authority IP"). Except as expressly authorized in this Exhibit in the performance of the Services solely for the benefit of the Authority or Customers, the Contractor may not use, edit, modify, create derivatives, combinations or compilations of, combine, associate, synthesize, re-identify, reverse engineer, reproduce, display, distribute, disclose, sell or Process any Authority Data or Authority Electronic Property. The Contractor will not use any Authority Data or Authority Electronic Property in a manner that is harmful to the Authority. To the extent possible, the Deliverables (excluding any Contractor Technology embodied therein) shall be a work made for hire specifically commissioned for the Authority. In order to protect and preserve the Authority's rights, the Contractor hereby irrevocably and unconditionally assigns and transfers to the Authority all right, title and interest in and to the Authority IP that the Contractor may acquire without further consideration.

1.7.2   The Contractor grants to the Authority a non-exclusive, perpetual, royalty free, fully paid up, irrevocable, and transferable license, with the right to sublicense, in and to any Contractor Technology embodied in the Deliverables for the Authority and service providers to exercise and exploit its and their ownership rights in the Deliverables in any manner. The foregoing license does not authorize the Authority to separate any Contractor Technology from the Deliverable in which it is incorporated for creating a standalone product for marketing to others.

2.   Proprietary Information and Non-Disclosure.

2.1 The Contractor acknowledges and agrees that this Contract creates a relationship of confidence and trust on the part of the Contractor for the benefit of the Authority. During the Term of this Contract, the Contractor may acquire certain "Confidential Information" (as defined herein) from or regarding the Authority employees, agents and representatives or documents, or otherwise as a result of performing the Services of the Contractor hereunder.

2.2 "Confidential Information" as used herein, shall mean and include, without limitation:

2.2.1   Any information concerning the Authority or the Project, which is provided by the Authority or any Project team members to the Contractor, such as accounting and financial data, product, marketing, development, pricing and related business plans and budgets, and all of the information and plans related to the Project, which are not published;

2.2.2   All Authority Data and Authority Electronic Property; and

2.2.3   All Deliverables (including without limitation all work in progress) and any Contractor Technology included or embodied therein.

2.3 The Contractor acknowledges and agrees that all such Confidential Information is and shall be deemed the sole, exclusive, confidential and proprietary property and trade secrets of the Authority at all times during the Service Term of this Contract and following any expiration or termination hereof. The Contractor agrees to hold in confidence without disclosing or otherwise using any Confidential Information, except as such disclosure or use may be required in connection with and limited to the Services of the Contractor hereunder.

2.4 The Contractor acknowledges and agrees that the Authority would not have entered into this Contract unless the Authority was assured that all such Confidential Information would be held in confidence by the Contractor in trust for the sole benefit of the Authority.

2.5 The Contractor shall not improperly use or disclose any proprietary information or trade secrets of any third party and will not bring on to the premises of the Authority any unpublished documents or any property belonging to any third party unless consented to in writing by the third party.

2.6 The Contractor's obligation of confidentiality hereunder shall not apply to information that: (i) is already in the Contractor's possession without an obligation of confidentiality; (ii) is rightfully disclosed to the Contractor's by a third party with no obligation of confidentiality; or (iii) is required to be disclosed by court or regulatory order, provided the Contractor's gives the Authority prompt notice of any such order.

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2.7 The Authority shall have the perpetual and unrestricted right to use, copy, and incorporate into other works all reports, materials, presentations and other work product prepared by the Contractor and delivered to the Authority.

2.8 Upon any termination or expiration of this Contract, the Contractor agrees to deliver to the Authority any and all Confidential Information except that the Contractor may keep one file copy of any Confidential Information pertinent to its rights and obligations surviving the expiration or termination of this Contract, which copy shall be held in confidence in accordance with this Section.

3. <u>Use of Authority's Name</u>. The Contractor agrees not to make any written use of or reference to the Authority's name for any marketing, public relation, advertising, display or other business purpose or make any use of the Authority Data or Authority Electronic Property for any activity unrelated to the express business purposes and interests of the Authority under this Contract, without the prior written consent of the Authority.

4. <u>Specific Performance</u>. The Contractor acknowledges and agrees that the remedy at law for the breach of provisions of this Contract (particularly with respect to ownership of intellectual property and Confidential Information) may be inadequate and that the Authority may be entitled to injunctive relief without bond, in addition to any other rights or remedies which the Authority may have for such breach.

5. <u>Indemnification</u>. In addition to any other indemnification obligations set forth in this Exhibit and the contract, the Contractor shall, to the proportionate extent that they are responsible, indemnify, defend and hold harmless the Authority and its trustees, directors, officers, employees, Customers and agents from and against any and all third party Claims and Losses of any nature or kind to the extent arising out of, caused by, or resulting from: (i) any failure of the Application or the Services to conform with Applicable Laws set forth in the Contract; (ii) any Security Incident; and (iii) any actual or alleged violation, infringement or misappropriation of any Intellectual Property Rights of a third party related to the Services and the Application. In particular, the Contractor acknowledges that the Contractor's obligation to indemnify the Authority extends to any third-party liability arising out of any actual negligence by the Contractor in the delivery of any products or services under the Contract. Notwithstanding the foregoing, the Contractor shall not be liable to an indemnitee for any losses incurred by such indemnitee to the extent such claim is attributable to that indemnitee's acts or omissions.

6. <u>Approval</u>. Any approval given by the Authority shall not relieve the Contractor of its obligations and other duties under this Contract or be construed as an assumption or waiver by the Authority.

7. <u>Waivers</u>. No failure by the Authority to insist upon the performance by the Contractor of any provision of this Contract, and no failure of the Authority to exercise any right or remedy consequent upon a breach or other default, and no payment by the Authority or its use of the Project during the continuance of any breach or other default, shall constitute a waiver of the Contractor's breach or default or of any provision of this Contract.

8. <u>UCITA</u>.   Neither the Uniform Computer Information Transactions Act nor any state laws incorporating such Act apply to this Contract or the transactions contemplated hereunder.

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<mark>EXHIBIT L - REVISED-1</mark>
IT TERMS AND CONDITIONS - HOSTED SOLUTIONS

(ADDITIONAL TERMS AND CONDITIONS FOR THE PERFORMANCE OF INFORMATION TECHNOLOGY (IT) PRODUCTS AND SERVICES-HOSTED SOLUTIONS)

1.1   Definitions.   Unless otherwise specified in this contract (or an Exhibit or Exhibit hereto), the following definitions shall apply, if applicable:

1.1.1   "Acceptance" shall have the meaning set forth in Section 1.4.5 of this Exhibit unless otherwise specified in the Project Plan.

1.1.2   "Applicable Laws" means any and all applicable statutes, laws, treaties, rules, codes, ordinances, regulations, permits, interpretations, or orders of any Federal, state, or local governmental authority having jurisdiction over the Project, this contract, and the parties all as in effect as of the date of this contract and as amended during the Service Term of this contract.

1.1.3   "Application" means the technical system, platform, application and/or subscription services to be provided by the Contractor, as may be further described in the Technical Specifications.

1.1.4   "Authority Data" means all data, content and information (i) submitted by or on behalf of the Authority or Customers to the Contractor or loaded into the System, (ii) obtained, developed, produced or processed by the Contractor or by the Application or System in connection with this contract, or (iii) to which the Contractor has access in connection with this contract, and all derivative versions of such data, content and information, and any derivative versions thereof, in any form or format.

1.1.5   "Authority Electronic Property" means (i) any websites controlled by the Authority, (ii) any Authority mobile device apps, (iii) any interfaces to the Authority's information technology systems, (iv) any other kiosks, devices or properties for consumer interaction that are created, owned, or controlled by the Authority, and (v) versions and successors of the foregoing, any form or format now known or later developed, that may be used by Customers.

1.1.6   "Confidential Information" shall have the meaning set forth in Section 2.2 of this Exhibit.

1.1.7   "Contractor's Certification" shall have the meaning set forth in Section 1.4.4 of this Exhibit.

1.1.8   "Contractor Technology" means (i) the Contractor-owned portions of the System, (ii) the Application, and (ii) any technology, information, content and data, together with Intellectual Property Rights related thereto, owned by the Contractor in the performance of the Services.

1.1.9   "Customer" means any purchaser of products or services from the Authority.

1.1.10   "Deliverables" means all information, data, materials, devices (including equipment and hardware), the Application, and other items to be delivered by the Contractor to the Authority, as specified in the Project Plan.

1.1.11   "Documentation" means the documentation provided to the Authority, including user manuals and operator instructions related to the Application furnished by the Contractor to the Authority in any format, including paper and electronic.

1.1.12   "Intellectual Property Rights" means any and all intellectual property rights, including without limitation, invention, patents, patent and patent applications (including all reissues, divisions, renewals, continuations, continuations-in-part, extensions, provisionals, and reexaminations) and all rights therein provided by international treaties or conventions and all improvements to the inventions disclosed in each such registration, patent or application, trademarks, service marks, trade dress, logos, slogans, configurations, trade names, corporate names, and business names, whether or not registered, including all common law rights, and registrations and applications for registration thereof, and all rights

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therein provided by international treaties or conventions, works of authorship and copyrights (registered or otherwise) and registrations and applications for registration thereof, and all rights therein provided by international treaties or conventions, all internet uniform resource locators, and domain names, including any domain name application or registration, all industrial designs and any registration or application thereof anywhere in the world, data and database rights, trade secrets, proprietary know-how and show-how, whether or not reduced, all rights to obtain and rights to apply for patents, and to register trademarks and copyrights, and any similar or equivalent rights to any of the foregoing anywhere in the world.

1.1.13 "Malware" means any malicious data, code script, active content program, or other malicious software that could damage, destroy, alter or disrupt any computer program, data, firmware or hardware.

1.1.14 "Process" or "Processing" means, with respect to any Authority Data, to migrate, collect, access, use, process, modify, copy, analyze, disclose, transmit, transfer, sell, rent, store, or retain or destroy such data in any form. For the avoidance of doubt, "Process" includes the compilation or correlation of any Authority Data with information from other sources and the application of algorithmic analysis to create new or derivative data sets from any Authority Data.

1.1.15 "Project" means the project related to the Application and the Authority's information technology systems as described in more detail in this Exhibit.

1.1.16 "Project Plan" means the scope of services as set forth in Exhibit F 1 – *Description of Implementation*.

1.1.17 "Remediation Efforts" means, with respect to any Security Incident, activities designed to remedy a Security Incident which may be required by Applicable Law or by the Authority's or the Contractor's policies or procedures or under the Security Requirements, or which may otherwise be necessary, reasonable or appropriate under the circumstances, commensurate with the nature of such Security Incident.

1.1.18 "Security Incident" means: (i) the loss or misuse of Authority Data and/or the Authority Electronic Property; (ii) the inadvertent, unauthorized, or unlawful processing, alteration, corruption, sale, rental, or destruction of the Authority Data and/or the Authority Electronic Property; (iii) unauthorized access to internal resources; (iv) programmatic manipulation of a system or network to attack a third party; (v) elevation of system privileges without authorization; (vi) unauthorized use of system resources; (vii) denial of service to a system or network; or (viii) any potential or confirmed exposure (which may stem from an act or omission to act) that would result in any of the events described in (i) through (viiii).

1.1.19 "Service Levels" shall have the meaning set forth in Section 3.1 of this Exhibit unless otherwise specified in the Project Plan.

1.1.20 "Security Requirements" means security measures under Applicable Laws, industry best practices and other reasonable physical, technical and administrative safeguards, procedures, protocols, requirements and obligations related to facility and network security in order to protect Authority Data and the Authority Electronic Property from unauthorized processing, destruction, modification, distribution and use, as approved in writing by the Authority.

1.1.21 "Service Term" means (i) the term of the contract as set forth in **Exhibit E - Revised-1** to the contract, or (ii) with respect to any hosted service related to the Application, the specific term or period for subscription services set forth in **Exhibit A - Revised-4** of this contract.

1.1.22 "Services" means all services to be performed by the Contractor for or on behalf of the Authority or Customers, as described in the Project Plan and this Exhibit.

1.1.23 "System" means Contractor owned application, network, database or system provided or used to perform the Services by the Contractor.

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1.1.24 "Technical Specifications" means the technical specifications, functional specifications, descriptions, designs, standards, instructions, and business requirements of the Authority related to the Application and the Authority's information technology systems, as may be further described in this contract. Unless otherwise agreed upon in writing by the Authority, the Technical Specifications shall be outlined in detail in Exhibits F, F-1, and F-2 to this contract.

1.1.25 "Termination Assistance Services" means the Contractor's cooperation with the Authority in order to assist in the transfer of Authority Data to the Authority and to facilitate the transition to an alternative software or service for the Application at such time when the Authority may obtain authorization and/or funding for such replacement.

1.1.26 "Updates" means all bug fixes, error corrections, patches, updates, upgrades or new releases or version of the Application during the Service Term.

1.2 Contractor Requirements.

1.2.1 Unless specified in the applicable Project Plan, the Contractor will shall furnish, at its own expense, all resources, personnel, equipment, tools, and supplies necessary for the full access and use of the Application and the timely performance of the Services and the Deliverables. The Contractor may use any means necessary and appropriate to perform the Services and the Deliverables under this contract; provided, however, that in no event shall the Contractor take any action that may subject either it or the Authority to civil or criminal liability.

1.2.2 Unless specified in the applicable Project Plan, the Contractor will establish and manage all Security Requirements necessary to protect Authority Data integrity and permit appropriate access to the Application and the Authority Electronic Property. The Contractor will enable and stop access as users enter and leave the Application. The Contractor will cooperate with and assist the Authority and its other Project contractors to implement security protocols (e.g., firewalls, SSI, etc.) and take appropriate actions with respect to the Application and all Authority Data stored therein and the Authority Electronic Property so as to enable the Contractor to satisfy its obligations under this contract and to help prevent the loss, alteration or unauthorized access to the Application and all Authority Data stored therein, or the Authority Electronic Property, to the extent within the Contractor's control. The Contractor will, upon the Authority's request, for each year of the Term of this contract under the Project Plan, provide to the Authority copies of monthly firewall logs and third-party audit reports, summaries of test results and other equivalent evaluations with regard to security and confidentiality in connection with the Services that the Contractor provides to the Authority. The Contractor will use commercially reasonable efforts in accordance with the Security Requirements to secure the Application and all Authority Data stored therein against access by parties external to the Project and by unauthorized users, and against damage, disruption and other activity aimed at data availability or the services or other trespass or illegal actions. The Contractor will employ computer anti- Malware protections and other reasonable commercial means to ensure a safe computing environment. The Contractor agrees that it will, and it will cause its personnel and contractors to timely comply with any and all Authority's privacy policies and safety and network security policies provided to Contractor, as the same may be provided to the Contractor, at all times while on-site at the Authority's facilities or remotely accessing the Authority's systems or facilities (including Authority Electronic Property). The Contractor and/or its designated third-party auditor(s) will perform all audits necessary to ensure the Authority's Data integrity and adherence to the Security Requirements of the Project. As part of its routine audits, the Contractor will, on a regular basis, test the integrity of Authority Data backed up by the Authority or its Project Contractors.

1.2.3 The Contractor shall adopt and implement all facility and network security, disaster recovery plans and back-up plans as to protect against data loss, theft and unauthorized access, disclosure and use of the Application, Authority Data, Authority Electronic Property and the Authority's Confidential Information and to ensure the integrity and continuity of the performance of Services and the Project under this contract. The Contractor will use best efforts in accordance with industry best practices and standards for this requirement

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and consult and cooperate with the Authority and its other contractors who operate or access the Authority's data center and network systems (including Authority Electronic Property) in the performance of the Services.

1.2.4   The Contractor and/or its designated third-party auditor(s) will perform all audits necessary to ensure data integrity and adherence to the requirements of the Project. As part of its routine audits, the Contractor will, on a regular basis, test the integrity of Authority Data backed up by the Authority's or its Project contractors.

1.2.5   The Contractor, as well as its agents, representatives, and employees, shall comply with all of the Authority's rules, regulations, and guidelines then in effect and provided to the Contractor when on-site at the Authority and all Applicable Laws.

1.2.6   The Contractor will timely and promptly notify the Authority upon discovering or otherwise learning of any Security Incident involving Authority Data but in no event shall such notice exceed the time periods for notice required under Applicable Laws. Following any Security Incident, the Contractor will consult in good faith with the Authority regarding remediation Efforts that may be necessary and reasonable.   Without limiting the foregoing, the Contractor will (i) immediately undertake investigations (internal or in cooperation with a governmental body) of such Security Incident, including forensics, (ii) timely share with the Authority any Security Incident-related information, reports, forensic evidence and due diligence obtained from the investigation into the Security Incident and cooperate with the Authority in response to regulatory, government and/or law enforcement inquiries and other similar actions, (iii) cooperate with the Authority with respect to any public relations and other crisis management services, and litigation with respect to such Security Incident (including, but not limited to, class action suits or similar proceedings). Contractor will be liable and responsible for payment of legal costs, disbursements, fines, settlements and damages to the extent directly related to each instance of Security Incidents caused by Contractor. To the extent that the Authority is bound to comply with any interlocal agreements pertaining to shared information (including the Authority Data), the Contractor agrees that it will comply with, and cooperate with the Authority in its compliance, with all rights and obligations pertaining to the Authority Data under such interlocal agreements.

1.2.7   Any notifications to Customers or any employees of the Authority regarding Security Incidents will be handled exclusively by the Authority and the Contractor may not under any circumstances contact Customers or employees of the Authority relating to such Security Incident unless the Contractor is under a legal obligation to do so, in which event (i) the Contractor must notify the Authority in writing promptly after concluding that the Contractor has the legal authority to notify such Customers or employees and explain in such notice to the Authority the basis for the legal obligation and (ii) the Contractor will limit the notices to Customers and any employees of the Authority regarding a Security Incident and the Contractor will assist with sending such notices if so requested by the Authority.

1.3   Project Plan and Milestone Deadlines.

1.3.1   In accordance with Project Plan, The Contractor shall provide Services necessary to assess and evaluate the Authority's business requirements and information technology systems in order to create, deploy, configure, customize, migrate, deliver and/or implement the Application and any Authority Data to be migrated, interfaced to or used in conjunction with the Application unless otherwise provided or specified by the Authority , the Contractor has prepared for the Authority's review and approval a Project Plan setting forth in detail (i) the scope of the Project and the Services required to complete the Project, (ii) the milestones and schedule for completing all tasks and requirements for the Project (including the creation, deployment, configuration, customization, migration, and implementation of the Application and any Authority Data, (iii) all Authority Electronic Property required for access and use of the Authority and any Authority Data hosted by the Contractor, (iv) all Deliverables and (v) all acceptance criteria, testing and post-implementation tasks. No Project Plan will be effective until approved in writing by the Authority's designated project manager.

1.3.2   This is a fast-track Project with completion deadlines that cannot reasonably be extended. For this reason, it is the desire of the Authority to recognize any likely budget overruns as soon as possible, and by this contract it is employing the Contractor to perform design monitoring, estimating, value analysis and other functions to help the Authority meet the Project budget. At any time that the Contractor develops concerns about the integrity of the budget for the Project, the Contractor shall promptly advise the Authority of the concerns through a variance report, which shall, at a minimum, state: (i) the Contractor's concern; (ii) the apparent cause of the concern, delay, or budgetary issue; (iii) in the event of a concern about a delay, specifically demonstrate the negative impact of the delay to the critical path for the Project Plan; (iv) define any cost impacts to the Project; and (v) provide the Contractor's proposed resolution to the concern. If any estimate submitted to the Authority exceeds previously approved estimates or the Authority's budget, the Contractor shall make appropriate recommendations to the Authority.

1.3.3   If, using reasonable project monitoring techniques, the Parties determines that it is unlikely or fails to meet the project completion date or the total cost estimate due under the Project Plan solely due to Contractor's fault, in addition to any other rights and remedies that may be available to the Authority, at no additional cost to the Authority and at the Authority's option, the Contractor shall provide all necessary additional personnel at its own cost to accelerate performance as may be required or necessary to complete the activities required under the Project Plan within a re-adjusted time frame agreed to by both parties in a change order. The completion date shall be considered met if completed in accordance with the terms of this contract within ten (10) working days of the originally estimated completion date. The Contractor will provide the Authority with prior written notice for any delays impacting Application module/track delivery or other Services completion under the Project Plan in the form of a proposed change order.

1.3.4   The Contractor shall use its best efforts after obtaining explicit consent from the Authority to re-sequence the Services to overcome and/or mitigate, to the greatest practicable extent, the effect of any delays regardless of the cause of such delays. Without limiting the foregoing, the Contractor shall diligently prosecute its Services in order to meet the proposed start date for the Application except for dispute with the Authority relating in any way to this contract to Contractor's claims for modifications to the payments due to the Contractor. The Contractor and the Authority shall cooperate to resolve all disputes and to adjust the Project Plan accordingly by Contract modification in a timely manner (not to exceed two (2) weeks from the date of notice, unless otherwise mutually agreed to).

1.3.5   Should the Contractor not progress in its performance of Services at a rate commensurate with the Service Term of this contract, or fail to meet any scheduled date under the Project Plan and such performance delays are solely due to Contractor's fault, the Authority may, in consultation with the Contractor, direct the Contractor to accelerate the Services by employing additional personnel and equipment or providing overtime to existing personnel as is necessary to complete the Application by the start date, or any portion of the Application by the milestone date specified in the Project Plan. Such the Authority–ordered acceleration which are mutually accepted by both Parties, shall be at the cost of the Contractor.

1.4   Acceptance.

1.4.1   Unless otherwise defined or specified in the Project Plan to this contract, the provisions set forth in this Section 1.4 shall determine the Authority's Acceptance of the Application.

1.4.2   Implementation of the Application shall be completed in a timely manner and appropriate tests conducted by the Contractor with the cooperation of the Authority to facilitate Acceptance of the Application as more fully set forth in the Project Plan; provided, however, that the Authority may upon written request require that the Contractor perform testing with cooperation of the Authority.

1.4.3   When each component of the Application has been developed and tested by the Contractor as being ready for operational testing, the Contractor shall notify the Authority in writing. The Authority shall provide reasonable assistance to commence operational testing.

1.4.4   Unless otherwise specified in the Project Plan, within thirty (30) days after operational testing, the Contractor shall certify in writing that the Application component conforms to the Technical Specifications and is capable of being put into full commercial productive use in accordance with the Technical Specifications and otherwise meets the functional and business requirements set forth in this contract ("the Contractor's Certification"). The Contractor Certification shall not be issued by the Contractor unless the Contractor has completed all tasks required for the installation, configuration, deployment (including data migration) and hosting or operational testing of the Application and such instance is ready for final testing and launch for production use by the Authority and Customers.

1.4.5   The Application shall be finally accepted by the Authority when (i) each component of the Application is fully operational and properly configured by the Contractor, as applicable, and/or (ii) when the instance of the Application is properly configured and made available to the Authority for production use on the Contractor's hosted environment, each in conformity with the Security Requirements and Technical Specifications outlined in this contract ("Acceptance").

1.4.6   If there is any objection to Acceptance, the Authority will provide the Contractor with a written notice (the "Defect Notice") reasonably identifying any claimed discrepancies between the actual performance of the Application component and the requirements set forth in this contract within thirty (30) days after the issuance of the Contractor's Certification.

1.4.7   Upon receiving a Defect Notice from the Authority, the Contractor shall confer with the Authority and jointly review each asserted discrepancy to determine if the claimed discrepancy is valid. The Contractor shall either promptly correct the discrepancy and resubmit the Application component for acceptance by the Authority on the same basis as initially submitted or terminate this contract. If, in the reasonable professional judgment of the Contractor such discrepancy is not valid, the Contractor shall so notify the Authority in writing.

1.4.8   The written explanation of the Contractor set forth herein shall be deemed accepted by the Authority within thirty (30) days after the Authority's receipt of the written explanation and Acceptance shall be deemed to have occurred unless the Contractor receives from the Authority written notice rejecting such explanation and detailing exactly how the Application component does not conform with the Technical Specifications and/or Security Requirements. If the Application is not accepted by the Authority following two (2) attempts by the Contractor to provide an undisputed the Contractor's Certification, the Authority may terminate this Contract with respect to that particular component or the entire Application, at its sole discretion.

1.4.9   The foregoing Acceptance procedure shall apply with respect to the Authority's Acceptance of the overall turn-key system comprising all components of the Application (including migrated Authority Data, if applicable) in a condition ready for immediate use and operation by the Authority (i) in its facilities and/or the operating environment if a component of the Application is installed, or (ii) via the Contractor's hosted servers for the instance of the Application is hosted, as applicable, on or before the start date set forth in the Project Plan.

1.4.10 In the event that the Authority, upon final review, does not accept the Application or only makes a partial acceptance of the Application, the Authority may elect to: (i) accept delivery of the Application "AS IS" at a negotiated equitable reduction in the price and payment schedule for both the Application and any Services or (ii) otherwise take remedial action under applicable law or this Contract, including termination for default.

1.5   Training. Unless otherwise specified in the Project Plan, The Contractor will perform all training required for access and use of the Application upon initial deployment and during the Service Term, as reasonably requested by the Authority. The Contractor will at a minimum provide the Authority with sufficient training and instruction on the use and operation of the Application. Such training will be performed at the Authority's facilities (unless otherwise agreed upon by the parties in the Project Plan).

1.6   Application Support and Performance.

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1.6.1   Unless otherwise specified in Exhibit F-2 of the Contract, the Contractor shall (i) promptly notify the Authority of any errors in the Application of which it learns from any source; (ii) respond to user identified Application errors in no more than 4 hours after notification, and implement corrected Application copies or corrections or bypasses such that the Application performs in all material respects in accordance with the Documentation, within one (1) business day thereafter; (iii) provide to all authorized users on a 24 hours per day, 7 days per week basis, all reasonably necessary telephone or web consultation requested by them in connection with their use and operation of the Application; and (iv) treat any Application dumps, Authority Data, tapes or any other documentation provided from users to resolve a reported problem as Confidential Information of the Authority.

1.6.2   Unless otherwise specified in Exhibit F-2 of the Contract, the Contractor will periodically release maintenance Updates with minimum impact and downtime to the Authority and after business hours. At no additional cost to the Authority, the Contractor will provide access to all maintenance Updates and all new features and functionalities of the Application that are provided by the Contractor to any of its other customers. In each case, the Contractor will provide the Authority with prior written notice (by as much time as practicable but in no event less than one (1) day(s) of the release by the Contractor of any Updates, and will implement such Updates (including any configuration or integration thereto) for access and use by the Authority at no additional cost to the Authority. If the Authority requests the Contractor to test such Updates, the Contractor will promptly test such update to the Authority at no additional cost. If any Update is installed, such Update will thereupon be deemed to be part of the relevant Application upon delivery subject to Acceptance by the Authority. All such Updates, where reasonably necessary, will be accompanied by updated Documentation. The Contractor covenants that each upgrade and will be backwards compatible with all parts of the Application.

1.6.3   Unless otherwise specified in Exhibit F-2 of the Contract, the Contractor will use commercially reasonable efforts to maintain the Application with a high level of quality and performance consistent with industry standards and the state of the art technology.

1.6.4   Unless otherwise specified in Exhibit F-2 of the Contract, to the greatest extent possible, the Contractor will schedule maintenance during times least disruptive to the Authority's use of the Application. Scheduled maintenance is a period in which the Authority is notified in advance, during which the Contractor may suspend availability of all or part of the Application in order to carry out maintenance activities. Scheduled Maintenance will be scheduled after normal business hours ("Maintenance Window"). To the extent possible, the Contractor will perform maintenance without suspending the Application (i.e., hot) and will coordinate with the Authority by written notice to schedule maintenance requiring downtime at such hours and date least disruptive to its business.

1.6.5   Unless otherwise specified in Exhibit F-2 of the Contract, the Authority will be notified by e-mail not less than three (3) calendar days in advance of any period of Scheduled Maintenance that will require suspension of all or the majority of the Application for a period of one (1) hour or more. The Authority will be notified by email not less than seven (7) calendar days in advance of any period of Scheduled Maintenance that will require suspension of all or the majority of the Application for a period of more than one (1) hour. The Contractor will schedule any period of Scheduled Maintenance that requires suspension of all or a major part of the Application for more than three (3) hours during a Maintenance Window on a Friday night, or Saturday or Sunday morning.

1.7   Additional Representations and Warranties. In addition to all other representations, warranties, and covenants included in this contract, Contractor represents, warrants, and covenants, for itself, its employees, subcontractors and agents that:

1.7.1   it is not contractually prohibited from engaging in the Services or providing the Deliverables, and that it is not a party to any contract or under any obligation which conflicts with the terms of this Contract or which prohibits Contractor from carrying out its responsibilities under this contract;

1.7.2   it is fully able to furnish the Services as contemplated by this contract;

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1.7.3   it is experienced in the type of work necessary for completion of the Project, and it understands the complexity involved in this type of project and the necessity of coordination of its Services with stakeholders within which the Project will be performed;

1.7.4   there are no contracts to which it is a party which would prevent its timely and complete performance of the terms and conditions of the contract, and the Contractor agrees not to enter into any contract that would result have a materially adverse effect on the Authority during the pendency of this contract;

1.7.5   To the best of Contractor's knowledge, the Application will not contain any Malware at all times during which the Application is made available for access and use by the Authority's user or Customers, or any Authority Data is processed using the Application. Any Contractor owned software patches, Updates, upgrades or error corrections to the Application provided by the Contractor likewise will not contain any Malware;

1.7.6   the Application will not contain any security mechanisms, including, but not limited to, copy protect mechanisms, encryptions, time-activated disabling devices or other codes, instructions or devices which may disable the modules or other software or erase or corrupt data;

1.7.7   the Application will comply with all Applicable Laws at all times from the date of Acceptance to the expiration of the applicable Warranty Period (as defined in Section 13 of Exhibit E - Revised-1 of the Contract);

1.7.8   With respect to the Application, (i) all modules and other materials (other than third party software and hardware approved by the Authority) will be original; (ii) there is, and on the date of Acceptance will be, no claim, litigation or proceeding pending or threatened against the Contractor with respect to the Application, or any component thereof, alleging infringement or misappropriation of any patent, copyright, trade secret, trademark or any other personal or proprietary right of any third party in any country; and (iii) the Application, and any use thereof, shall not infringe upon any Intellectual Property Right of any third party in any country; and

1.7.9   Contractor owned System will not contain or otherwise be developed using any Open Source Software (as defined below) in a manner that subjects the Authority to any license obligations of such Open Source Software. "Open Source Software" means any software licensed under terms requiring that other software combined or used or distributed with such software: (i) be disclosed or distributed in source code form, or (ii) be licensed on terms inconsistent with the terms of this Contract.

1.8   <u>Additional Warranty Remedies</u>. Subject the Warranty section in the Contract, the Authority is entitled to all warranties implied by law or regulation. Warranties that do not otherwise expire in accordance with the Warranty Period shall survive any Acceptance and payment by the Authority for the Services and are in addition to, and shall not be construed as restricting or limiting the warranties of the Contractor, express or implied, that are provided by law or exist by operation of law. For any breach of the warranties contained in this Section, the Authority's remedy, in addition to all remedies available at law or in equity, shall be:

1.8.1   <u>For Application</u>. The correction of errors that cause breach of the warranty are subject to the Warranty section 13 of Exhibit E - Revised-1 of the Contract. If, however, the loss of functionality cause by such error impacts the overall turn-key system performance of the Application, then the Authority shall be entitled to terminate this contract with respect to all modules/tracks. The Contractor shall not be responsible or liable for any errors that are determined to be attributable to the Authority's failure to comply with any user requirements under the applicable Technical Specifications, or any Force Majeure event.

1.8.2   <u>For Deliverables</u>. The correction of errors that cause breach of the warranty by re-performing the Services necessary to create the Deliverables and by providing Deliverables conforming with the Technical Requirements at no cost to the Authority.

1.8.3   <u>For Services</u>. The re-performance of any Services not conforming to the warranty at no cost to the Authority.

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2. Intellectual Property Rights.

    2.1 The Contractor will not (i) use or register any trademark, service mark or domain name that is identical to or confusingly similar to any trademark, service mark, logo or other name owned or used by the Authority, including domain names and trade dress; or (ii) create, acquire, license or support any internet keyword or search term that contains any such marks or other Intellectual Property Rights owned or licensed by the Authority, except as expressly provided in the Project Plan and only in the performance of the Services for the benefit of the Authority. All use thereof inures solely to the benefit of the Authority and is subject to the Authority's quality control and standard guidelines.

    2.2 As between the Contractor and the Authority (i.e., without addressing rights of third parties), the Authority is the sole owner of all rights, title and interest in and to any Authority Data and Authority Electronic Property and all Deliverables (excluding any Contractor Technology embodied in the Deliverables), together with all improvements, derivative works or enhancements to any of the foregoing and all Intellectual Property Rights related thereto ("Authority IP"). Except as expressly authorized in this Exhibit in the performance of the Services solely for the benefit of the Authority or Customers, the Contractor may not use, edit, modify, create derivatives, combinations or compilations of, combine, associate, synthesize, re-identify, reverse engineer, reproduce, display, distribute, disclose, sell or process any Authority Data or Authority Electronic Property. The Contractor will not use any Authority Data or Authority Electronic Property in a manner that is harmful to the Authority. To the extent possible, the Deliverables (excluding any Contractor Technology embodied therein) shall be a work made for hire specifically commissioned for the Authority. In order to protect and preserve the Authority's rights, the Contractor hereby irrevocably and unconditionally assigns and transfers to the Authority all right, title and interest in and to the Authority IP that the Contractor may acquire without further consideration.

    2.3 As between the parties, and except for the licenses granted or as otherwise provided in this contract, the Contractor retains all right, title and interest in and to the System and all Contractor Technology and all Intellectual Property Rights related thereto. The Contractor grants to the Authority a non-exclusive, perpetual, royalty free, fully paid up, irrevocable, and transferable license, with the right to sublicense, in and to any Contractor Technology embodied in the Deliverables for the Authority and its Customers and service providers to exercise and exploit its and their ownership rights in the Deliverables in any manner. The foregoing license does not authorize the Authority to separate any Contractor Technology from the Deliverable in which it is incorporated for creating a standalone product for marketing to others.

    2.4 The Contractor further agrees to perform all obligations set forth in the Authority's Proprietary Rights and Data Security Exhibit attached to this Exhibit.

3. Proprietary Information and Non-Disclosure.

    3.1 The Contractor acknowledges and agrees that this contract creates a relationship of confidence and trust on the part of the Contractor for the benefit of the Authority. During the term of this contract, the Contractor may acquire certain "Confidential Information" (as defined herein) from or regarding the Authority employees, agents and representatives or documents, or otherwise as a result of performing the Services of the Contractor hereunder.

    3.2 "Confidential Information" as used herein, shall mean and include, without limitation:

        3.2.1 Any information concerning the Authority or the Project, which is provided by the Authority or any Project team members to the Contractor, such as accounting and financial data, product, marketing, development, pricing and related business plans and budgets, and all of the information and plans related to the Project, which are not published;

        3.2.2 All Authority Data; and

        3.2.3 The Deliverables (including without limitation all work in progress) other than any Contractor Technology embodied in the Deliverables.

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3.3   The Contractor acknowledges and agrees that all such Confidential Information is and shall be deemed the sole, exclusive, confidential and proprietary property and trade secrets of the Authority at all times during the Service Term and following any expiration of termination hereof. The Contractor agrees to hold in confidence without disclosing or otherwise using any Confidential Information, except as such disclosure or use may be required in connection with and limited to the Services of the Contractor hereunder.

3.4   The Contractor acknowledges and agrees that the Authority would not have entered into this contract unless the Authority were assured that all such Confidential Information would be held in confidence by the Contractor in trust for the sole benefit of the Authority.

3.5   During the Service Term, the Contractor shall not improperly use or disclose any proprietary information or trade secrets of any third party and will not bring on to the premises of the Authority any unpublished documents or any property belonging to any third party unless consented to in writing by the third party.

3.6   The Contractor's obligation of confidentiality hereunder shall not apply to information that: (i) is already in the Contractor's possession without an obligation of confidentiality; (ii) is rightfully disclosed to the Contractor by a third party with no obligation of confidentiality; or (iii) is required to be disclosed by court or regulatory order, provided the Contractor gives the Authority prompt notice of any such order.

3.7   Upon any termination or expiration of this contract, the Contractor agrees to deliver to the Authority any and all Confidential Information except that the Contractor may keep one file copy of any Confidential Information pertinent to its rights and obligations surviving the expiration or termination of this contract, which copy shall be held in confidence in accordance with this Section.

4.   <u>Hosted Services</u>.   Unless otherwise specified in the Project Plan and/or other documents included as part of the Contract, the Application and/or any Authority Data hosted or Processed by the Contractor, the following terms will apply:

4.1   Unless otherwise designated in the contract or agreed upon in writing by the Authority, the Contractor will use commercially reasonable efforts to make the Application available 24 hours per day 7 days a week. The Contractor represents that access to the Application for The Authority and its Customers will be maintained at an availability standard of 99.99% as measured over the course of a calendar month, excluding Standard Exceptions (the "<u>Service Levels</u>"). "Standard Exceptions" to the 99.99% service-availability standard shall mean scheduled maintenance, maintenance downtime to resolve extraordinary technical problems with the Application or the host operating environment, force majeure (including state or federally declared natural disasters in the Contractor's physical locations), or technical difficulties attributable to any non-Contractor computer hardware, or technical difficulties attributable to the Authority's interface with the Application unless such technical difficulties are the direct fault of the Contractor. The Contractor agrees to measure and provide a detailed report to the Authority, on a monthly basis, showing the Contractor's provision of the Application as compared to the Service Levels.

4.2   Unless otherwise approved in writing by the Authority, the Contractor must host the Application in the United States of America ("U.S.A.") at the location(s) specified by the Contractor, must provide services under this contract with resources (e.g., hardware and software) located in the U.S.A, and must not transfer or process any Authority Data outside of the U.S.A.

4.3   In the event of the expiration or termination of the Service Term, upon the Authority's written request, the Contractor will provide Termination Assistance Services for a period of time commencing on the effective date of termination or expiration of this Contract and ending on a date designated in advance by the Parties.

4.4   The Contractor will promptly notify the Authority upon discovering or otherwise learning of a Security Incident. Following any Security Incident, the Contractor will consult in good faith with the Authority regarding Remediation Efforts that may be necessary and reasonable. The Contractor will (i) at the Authority's direction undertake Remediation Efforts at the Contractor's sole expense and reimburse the Authority for its reasonable costs and expenses in connection

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with any Remediation Efforts that it elects to undertake, (ii) ensure that such Remediation Efforts provide for, without limitation, prevention of the recurrence of the same type of Security Incident, and (iii) reasonably cooperate with any Remediation Efforts undertaken by the Authority.

4.5   In addition to any other indemnification obligations set forth in this Exhibit and the contract, the Contractor shall, to the proportionate extent that they are responsible, indemnify, defend and hold harmless the Authority and its trustees, directors, officers, employees, Customers and agents from and against any and all third party Claims and Losses of any nature or kind to the extent arising out of, caused by, or resulting from: (i) any failure of the Application or the Services to conform with Applicable Laws set forth in the Contract; (ii) any Security Incident; and (iii) any actual or alleged violation, infringement or misappropriation of any Intellectual Property Rights of a third party related to the Services and the Application. In particular, the Contractor acknowledges that the Contractor's obligation to indemnify the Authority extends to any third-party liability arising out of any actual negligence by the Contractor in the delivery of any products or services under the Contract. Notwithstanding the foregoing, the Contractor shall not be liable to an indemnitee for any losses incurred by such indemnitee to the extent such claim is attributable to that indemnitee's acts or omissions.

4.6   Any notifications to Customers or any employees of the Authority regarding Security Incidents will be handled exclusively by the Authority and the Contractor may not under any circumstances contact Customers or employees of the Authority relating to such Security Incident unless the Contractor is under a legal obligation to do so, in which event (i) the Contractor must notify the Authority in writing promptly after concluding that the Contractor has the legal obligation to notify such Customers or employees and explain in such notice to the Authority the basis for the legal obligation and (ii) the Contractor will limit the notices to such Customers and employees to those required by the legal obligation or as pre-approved by the Authority. The Contractor will reasonably cooperate in connection with notices to Customers and any employees of the Authority regarding a Security Incident and the Contractor will assist with sending such notices if so requested by the Authority.

5.   Rights to Access and Use Application. The Contractor hereby grants to the Authority, Customers (but only in their capacity as Customers), and third-party service providers providing services to the Authority (but only in their capacity as the Authority's service providers) a non-exclusive, worldwide, royalty-free license to access and use the Application during the Service Term. Such license shall be enterprise-wide for an unlimited number of users or transactions, unless limitations on use are expressly agreed upon by the Authority in this contract. The Authority may allow its contractors and service providers to access and use the Application in the course of performing services for the Authority, including application development services, data processing and facilities management services.

6.   Use of Authority's Name. The Contractor agrees not to make any written use of or reference to the Authority's name for any marketing, public relation, advertising, display or other business purpose or make any use of Authority Data for any activity unrelated to the express business purposes and interests of the Authority under this contract, without the prior written consent of the Authority, which consent will not be unreasonably withheld.

7.   Specific Performance. The Contractor acknowledges and agrees that the remedy at law for the breach of provisions of this contract (particularly with respect to ownership of intellectual property and Confidential Information) may be inadequate and that the Authority may be entitled to injunctive relief without bond, in addition to any other rights or remedies which the Authority may have for such breach.

8.   Indemnification. Intentional Deleted

9.   Approval. Any approval given by the Authority shall not relieve the Contractor of its obligations and other duties under this contract or be construed as an assumption or waiver by the Authority.

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