RESOLUTION NO. 2016-10

A Resolution of the Washington Multi-City Business License and Tax Portal Agency Executive Board accepting changes to the Statement of Work (SOW) and Service Level Agreement (SLA) agreed to in the Resolution No. 2016-03 Section 3.

Whereas, the Washington Multi-City Business License and Tax Portal Agency ("Portal Agency") Executive Board assigned the rights to the Portal Agency and agreed to amend the Contract for Multi-City Business License and Tax Portal Solution Contract #3102 (hereinafter, "Contract 3102") via Resolution 2016-03; and

Whereas, the Executive Board authorized its legal representative, program manager and Ramware representatives to amend the contract to meet the Portal Agency's specific needs; and

Whereas, the board recognizes the importance of modifying attachments to the original contract (FAS 3102) to align with the operations and maintenance of the FileLocal product and the onboarding of new cities to the product; **Now Therefore**,

BE IT RESOLVED by the Executive Board of the Washington Multi-City Business License and Tax Portal Agency:

SECTION 1. The Executive Board hereby approves Change Order FAS3102 FL4 (attachment A), which includes the amended Statement of Work (attachment B) and Service Level Agreement (attachment C), to Contract 3102.

ADOPTED this 26TH day of September, 2016.

ATTEST:

Washington Multi-City Business License and Tax Portal Agency Executive Board
Seattle, Washington

Board Secretary

Board Chair

Washington Multi-City Business License and Tax Portal Agency
CONTRACT FOR MULTI-CITY
BUSINES LICENSE AND TAX PORTAL SOLUTION
CONTRACT 3102

Change Order
FAS3102 FL#4

September 26, 2016

The Contract for Multi-City Business License and Tax Portal Solution, Contract 3102 was made effective the 6th day of September, 2013, and entered into by and between the City of Seattle, and **Ram Ware, LLC dba e-Gov Systems** (hereinafter referred to as "Vendor"). This contract was assigned to the **Washington Multi-City Business License and Tax Portal Agency** (hereinafter referred to as "Agency") on April 14, 2016.

WHEREAS, the purpose of this contract is to procure a Multi City Business License and Tax Portal Solution; and

WHEREAS, Vendor and Agency agree to changed terms, additional deliverables, and associated payments; and

WHEREAS, this Agreement amends Contract 3102, and adds Change Order FL#4;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance obligations of the original Contract 3102 as specifically modified herein, Agency and Vendor mutually agree to Change Order FL#4, as follows:

I. The Statement of Work, Attachment A to Contract 3102, is amended and replaced with the Statement of Work attached hereto as Attachment A.

II. The Service Level Agreement, Attachment B to Contract 3102, is amended and replaced with the Service Level Agreement attached hereto as Attachment B.

III. Section 25.1.1 through 25.1.7 of Contract 3102 concerning minimum insurance coverage is replaced with the following, all other provisions remain the same:

i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of no less than $1,000,000 per accident.

ii. Commercial General Liability insurance limits of no less than $1,000,000 per occurrence, $2,000,000 general aggregate.

iii. Technology Errors and Omissions/Professional Liability insurance with limits of no less than $1,000,000 per claim, $1,000,000 policy aggregate limit.

iv. Workers' Compensation insurance with statutory limits.

v. Network Security (Cyber) and Privacy Insurance with limits no less than $1,000,000 per claim, $1,000,000 policy aggregate limit for network security and privacy coverage; $100,000 per claim for regulatory action (fines and penalties); and $250,000 per claim for event management services.

IV. The Agency will pay $450.00 per month beginning in May, 2016 for the hosting and maintenance of FileLocal.org. Any requested changes to the site will be completed through the Work Order process. The provisions of the SLA shall not be applicable to FileLocal.org.

In all other respects Contract 3102 remains unchanged.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, the parties have executed this agreement by having their authorized representatives affix their signatures below.

Ram Ware, LLC
dba e-Gov Systems

By Rick Mekdessie

Rick Mekdessie, President
Printed Name and Title

9/26/16
Date

Washington Multi-City Business License and Tax Portal Agency

By

Kevin Fitzpatrick, Program Manager
Printed Name and Title

9/28/16
Date

STATEMENT OF WORK FOR FAS3102 / FL2016-03 WITH RAMWARE, LLC

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1. DOCUMENT PURPOSE

This Statement of Work (SOW) closes out and replaces the SOW entered into as Attachment A to Contract 3102. This SOW details the specific services the Portal Vendor will provide the Agency and Agency Clients as part of its Software as a Service (SaaS) platform, as well as the specific services the Agency and Agency Clients provide to enable Portal Vendor to perform their Work as part of Contract 3102 and any agreed to Work Orders. There will be individual Scopes of Work developed as part of an agreed to Work Order for additional upgrades, enhancements or onboarding of cities.

2. FILELOCAL PRODUCT OVERVIEW

The Agency contracted with the Portal Vendor to provide the FileLocal tax portal as a SaaS solution ("FileLocal Product"), which includes all the services referenced in section 3.

3. FILELOCAL PRODUCT SERVICES PROVIDED

Portal Vendor is responsible for the following services as they relate the application, infrastructure, and operational support for the software application and functionalities as described in this document. These services include:

- Software as a Service (SaaS)
- Pass-through from FileLocal to Payment Processor
- Data Interchanges from FileLocal to Agency Clients
- Data Retention and Quality
- Application Hosting (FileLocal Product only)
- Business Continuity and Disaster Recovery
- Information Security and Accessibility
- Software Maintenance
- Customer Service
- Hosting and Maintenance of FileLocal.org

3.1. SERVICE CATALOG:

This is the service catalog listed by the major services in section 3 which the Portal Vendor provides to the Agency, Agency Clients and Payment Vendor. Any changes to the services in this catalog must be mutually agreed by the Agency and Portal Vendor.

Product	Service	Modules	Portal Vendor Responsibilities
FileLocal	Software as a Service (SaaS)	Accounts Business License Registration Business License Renewal Business and Occupation Tax Utility Taxes Shopping Cart for Payment	• Application maintenance and updates to system • Release scheduling and management • Onboarding new Agency Clients • Support the product on agreed upon current common web browsers and provide a list of exceptions to the common web browsers not supported for product.

Product	Service	Modules	Portal Vendor Responsibilities
	Pass-through from FileLocal to Payment Processor	API between FileLocal and Payment Vendor Reconciliation process for Agency and Agency Clients as defined by approved specifications with the Agency and Agency Clients	• Continual uptime per SLA • Troubleshooting with Payment Vendor • Portal Vendor to perform a daily internal reconciliation process to ensure all payments reported to Portal Vendor by the Payment Vendor are properly recorded in the FileLocal system. • Monthly Business Report (MBR) which shows all transactions processed and funds submitted through the Portal
	Data Interchanges (PCS and SCS) to Agency Clients	WSDL Connections between Portal and cities' Systems of Record	• Updates and improvements to WSDL as needed • Troubleshooting and support of Portal Vendor's products for Agency Clients via help desk process or pursuant to work order
	Data Retention and Quality	Data records storage and maintenance	• Stored and maintained per agreed upon Data Retention Schedule • Adherence to data quality management practices
	Application Hosting	Hosting the FileLocal product on secure hardware platforms	• Provide agreed to hosting services and service levels per the SLA
	Business Continuity and Disaster Recovery	Provide for continuity of the FileLocal product and recovery of product in the event of a major event	• Adherence to Business Continuity and Disaster Recover agreed to as part of the Operations Support Plan
	Information Security and Accessibility	Provide secure FileLocal product	• Adherence to security provisions of contract and security standards, practices, and procedures which are equal to or exceed those of the Agency with respect to information and materials which come into Vendor's possession. • An ADA Audit will be performed at the expense of the Agency in FY2017. This audit will be used by the Vendor and the Agency to ensure that all applicable federal, state and local laws, regulations, codes and ordinances are being followed. The Vendor and Agency agree to modify the existing contract, if necessary, once this audit is performed and the changes are known to meet this requirement.
	Customer Service	Provide customer service to Agency, Businesses and Agency Clients	• Provide first level support to business users and Agency Clients • Maintain and update help desk and operations support plans as needed per



Product	Service	Modules	Portal Vendor Responsibilities
			agreement between Agency and Portal Vendor • Follow agreed upon operations support plan and held desk support guidelines • Follow reporting terms as described in SLA
FileLocal.org	Application Hosting	Hosting the product on secure hardware platforms	• Make FileLocal.org available for business customers and Agency Clients • Enable FileLocal staff to administer certain portions of the website
	Business Continuity and Disaster Recovery		• Maintain a backup of FileLocal.org that is available to be fully recovered in the event of a website outage
	Customer Service		• Provide staff to update FileLocal.org as part of agreed upon work order request

3.2. FILELOCAL PRODUCT ENHANCEMENT

Application enhancement projects involve functional enhancements made to accommodate new or changed user requirements. Examples include increasing an application's performance, enhancing a user interface, or optimizing code.

Application enhancements can be requested by the Agency or Agency Client via the Agency Change Management process. To minimize the number of requests to the Vendor, the Agency will provide a cost estimate to the Agency Clients based on similar actual work efforts. The Vendor will provide actual estimates during the Change Management process and will pass thru this cost to the Agency or Agency Client not to exceed the agreed on number of hours.

The Vendor and Agency will work together to prioritize the order in which enhancements are performed pursuant to an agreed to Work Order.

3.3. RELEASE MANAGEMENT

Portal Vendor is responsible for Release Management for the UAT and/or Production environments per agreed to process outlined in a given Work Order. Agency Clients are responsible for Release Management for all environments within the Agency Clients IT space per the agreed to process outlined in a given Work Order.

Through the Work Order Process, Portal Vendor will provide the Agency with all upgrades and associated documentation that are provided as Standard releases and Supplemental releases to the supported Software applications as applicable to the Agency. There are 2 levels of code releases – Standard Releases and Supplemental Releases.

Standard Release

A Standard Release is a release of the software that contains product enhancements and improvements and released approximately once per quarter. These include user-facing changes, selected by Agency, and non-user-

facing changes, selected by Portal Vendor. Non-User facing changes must be documented as part of the Release Notes. The release notes will be included as part of the "complete set of system documentation" agreed to in the SLA. However, the Portal Vendor will not deliver any documentation which would reveal any proprietary information of the Portal Vendor.

The maximum Release content will be a function of Portal Vendor, Agency, and Agency Client resource capacity for the release cycle. Agency is responsible for soliciting Agency Client resource capacity estimates according to the release schedule and proposed content. Agency is responsible to notify Portal Vendor of any material change in Agency or Agency Client resource availability during the release cycle, these changes will need to be put through a change request process.

Total Release capacity will be allocated between bug fixes and enhancements. Agency is responsible for determining enhancement priorities, as well as, balancing City-specific requests with multi-city requests.

Portal Vendor and Agency will agree to the content and timing of Standard Releases. Portal Vendor will make reasonable effort to schedule any and all changes to Data Interchanges to no more than 2 Standard Releases per year.

Standard Releases are identified by year and number of release that year. The first Standard Release of year will be shown as "2017.1.0". All services will be performed in accordance with a mutually agreed upon schedule as part of the work order process.

Supplemental Release

A Supplemental Release is a minor release of the software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the software or changes to Data Interchanges.

Depending on an Agency Client's specific configuration, a Supplemental Release may not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "2017.1.1".

New City Onboarding Release (can be a Standard or a Supplemental Release)

Portal Vendor, Agency and new Agency Clients will mutually agree to those Agency Clients who ready to move into Production during the quarterly Onboarding Release Window and timing of each city's launch which will be done through the Work Order Process

Release to UAT (can be a Standard or a Supplemental Release)

Portal Vendor will manage the UAT environment to the extent commercially reasonable to maintain the Release schedule Vendor is responsible for Release Management for the UAT environments. Vendor will consider the Agency Clients, Agency, and Vendor's requirements and priorities. Portal Vendor and Agency will determine any/all aspects of software environment management and hygiene, including but not limited to: UAT uses, users, availability/unavailability schedule release loads, data loads and purges. After the schedule is set, any change to the scheduled use will require a Change Request.

Agency and Agency Clients are responsible for coordinating releases to City test environments with the FileLocal release schedule, for completing their work and testing pursuant to the agreed-upon Project Schedule, and for complying with the Integrated Test Plan.

Release to Production (can be a Standard or a Supplemental Release)
Release to production according to the Release Schedule is presumed approved unless a Severity 1 bug, or gating Severity 2 bug (as defined in the Integrated Test Plan) is found by QAT, UAT, or Regression test.

After a Release's content is approved to move into Production, Portal Vendor will enable a 'maintenance ribbon' on the Production FileLocal site to notify users of pending unavailability. The following criteria have been reviewed and approved by the Agency Administrator for all Release maintenance ribbons:

- How far in advance the maintenance ribbon should be displayed (or immediately upon Release approval if less than the advance period),
- 'lock out time' in advance of release start time,
- Release start time, and
- Maintenance ribbon's text.

As long as the maintenance ribbon complies with the approved criteria, Vendor may enable the maintenance ribbon without specific Agency approval. Disabling the maintenance ribbon is a step within the approved Release procedures.

All release of code into Production will follow the approved Release Management Plan which includes the procedures for a standard release, a hot fix, and roll-back in the case of release failure. Portal Vendor will communicate Release success or failure to Agency and publish Release Notes following each release to Production following the template in the Release Management Plan. If applicable, Agency Clients are responsible for coordinating releases to City production environments with the FileLocal release schedule.

The release is presumed accepted after 24 hours if no Severity 1 or Severity 2 bugs are found.

3.4. PROCESS AND APPLICATION IMPROVEMENT

The Portal Vendor will help the Agency to improve its applications and application maintenance processes over time, in line with the Agency's business goals and strategy. As Portal Vendor gains increased application and business knowledge, it is expected that Portal Vendor will help the Agency to plan the better use of applications to meet business goals. Any charges for this must be agreed to as part of the Portfolio/Change Management Process.

Working with Agency Clients
Agency clients will report any issues in production to the Portal Vendor Helpdesk, which will be handled pursuant to the Help Desk Plan and Operations Support Plan. The Portal Vendor will be the primary point of contact for Agency Cities for any issues, questions, troubleshooting related to the FileLocal system and data interchanges. Agency Clients will send in Help Tickets requesting assistance from the Portal The role of the Agency Project Manager is defined in the interlocal agreement. It is to ensure the Agency Clients' issues are being resolved by the Portal Vendor and to escalate to the Agency Program Manager if necessary.

FileLocal Product Staffing

The Portal Vendor will provide the appropriate level of product staffing at all times to deliver its obligations as agreed as part of the Work Order process and contract 3102. The Portal Vendor's primary point of contact for the Agency will be the Business Account Representative and all escalation will come via the Agency Program Manager to the Business Account Representative.

4. FILELOCAL AGENCY SERVICES PROVIDED

The Agency is responsible for managing the implementation, maintenance, and use of the FileLocal Product for the Agency Clients, businesses and city customers. The Agency also manages the vendor services for the Cities for both Portal and Payment Vendors. The services the Agency is responsible for include:

- Agency Management
- Agency Customer Service Support
- Agency Problem Management
- Portfolio Planning and Change Management
- City Onboarding

5. SHARED SERVICES PROVIDED

Several of the services require more than one of the parties of this agreement to share responsibility for providing the services. The Agency Client, the Agency, and the Vendors share responsibilities for the following services:

- Incident Reporting
- Problem Analysis
- User Provisioning
- Network Services
- Relationship Management: Staffing
- Release Management – Vendor Business Account Representative and Agency Program Manager to agree and document the Release Management Process by 8/31/2016.
- The Agency Clients are responsible for providing business and technical support for Agency Client specific functions covered in the Member City Service Level Agreement (SLA) with the Agency.

6. WORK ORDER PROCESS

Any work agreed to by Agency and Portal Vendor will be developed as a Work Order following the Agency Portfolio and Change Management process and Vendor Release Management process. Once final agreement has been made through the process, a Work Order will be signed by Program Manager enabling the Portal Vendor to commence the work. Any changes required after the signing of the Work Order will require a Change Order to that Work Order.

Work Orders will include the following components in a single document:

A. Work Order and Release # - Cover Page
B. Statement of Work. Including, :
   - Introduction

- Document Purpose
- Global Assumptions
- Project Management Assumptions
- Staffing Assumptions
- Technical Assumptions
- Release Overview
  - Project(s) Included Overview
  - Project(s) Plan
  - Payment Schedule broken down by the following payment milestones:
    - Payment schedule milestones will be design, development, UAT Promotion, Release to Production
- Signatures Section (Agency Program Manager and Portal Vendor)

Change Work Orders for which final approval is received by Portal Vendor after the Work Order has been signed will be charged for Vendor's time required to fit in the request and recalibrate the schedule.

7. INVOICE REQUIREMENTS

Portal Vendor may not invoice the Agency any costs not associated with, or work not performed pursuant to, an active and open Work Order, or as otherwise laid out in the Payment Schedule (Contract 3102). The payment schedule for each work order will be agreed on as part of the release schedule. Invoices will be created by Work Order and Payment Milestone and will contain clear documentation.

Portal Vendor will also invoice the Agency for FileLocal.org.

Attachment B
SERVICE LEVEL AGREEMENT (SLA)
Amendment #1

Washington Multi-City Business License and Tax Portal Agency (FileLocal)
CONTRACT FOR MULTI-CITY BUSINESS LICENSE AND TAX PORTAL SOLUTION
CONTRACT FAS3102 / FL2016-03

1. Period and Scope of the Service Level Agreement

The Vendor will provide to the Washington Multi-City Business License and Tax portal agency ("Agency") the application, infrastructure, and operational support for the software application and functionalities listed in the table below:

Table 1: Applications/Functionality supported by the Vendor under this Agreement

Application / Functionality	Number of Licenses
Business license and tax portal Minimum functionality will include the following: • Allow taxpayer to apply for a business license in FileLocal participating cities. • Allow taxpayer to renew a business license in FileLocal participating cities. • Allow taxpayer to complete and submit a tax form to FileLocal participating cities. • Allow taxpayer to pay for taxes and fees associated with business license and B&O taxes (and additional taxes in the future) to FileLocal participating cities and Agency. • Accept and process payments via ACH debit (electronic check) and credit/debit cards. • Allow taxpayer to make a single payment for FileLocal participating cities and Agency. Payment Vendor will then split and process that payment into correct amounts for each individual City. • Communicate with FileLocal participating city systems of record (SORs) to validate taxpayer information. • Provide data files for each FileLocal participating City's SOR to deliver business license and tax information along with appropriate payment information. • Provide access to the FileLocal system for both taxpayers and city users utilizing a commercially appropriate transmission encryption system. • Maintain data security for taxpayer-entered data, payments, and communication with FileLocal participating city SORs through the use of database encryption and SSL certificates. Security to be maintained at or above the level of the City of Seattle.	One license issued to the Agency.

• Provide multiple access levels for taxpayer users. This includes Standard users with full access to all taxpayer information and "file-only", "pay-only", and "file-and-pay" users with access to only file and/or payment forms. • Provide multiple access levels for FileLocal participating City Users. This includes standard users with full access to the City account, "download–only" with access limited to receiving forms, "payment–only" with access limited to payment related functions. A "research-only" user access level allows a City user to research taxpayers but not change any City settings or retrieve data files. • Allow taxpayers to update or modify user or business level information related to their account. • Provide contextual/guided help to the taxpayer.	

Unless otherwise stated, this Agreement will become effective when Change Order FL#4 is signed by the Agency and the Vendor, and will continue until the termination date specified in Contract 3102. Application hosting services are provided on a subscription basis, and e-Gov Systems will bill the Agency for the services covered under the scope of this Agreement. Billing and payment are covered under Attachment C in Contract 3102.

2. e-Gov System Services

The Vendor will provide the services listed and described below to the Agency in support of this Agreement**:**

Table 2: Services

Service	Definition	Included
Hosting Facility Services	Facilities and equipment to host the Portal	Yes
Staffing Services	Staff to handle Development and Technical Support for the Portal	Yes
Operations/Monitoring Services	Web site monitoring for system and application failure	Yes
Application Administration Services	Vendor services provided in support of the Portal	Yes
Software Maintenance and Upgrade Services	The updating of the Portal with period code corrections and approved enhancements	Yes

Application Recovery Services	Backup and Restoration of web site or database due to a critical failure.	Yes
Data/Information Security Services	Automated SQL Server and Portal Site monitoring for security threats.	Shared
Data Storage and Retention	The definition of the retention plan.	Shared
Problem Management/Customer Support Service	Persons responsible for managing the resolution of any problems discovered in the Portal.	Yes for the technical aspects of the portal for customers. Tax code and policy questions will be answered by the FileLocal participating City.
System Documentation	Maintain a complete set of up-to-date system documentation. First complete set to be completed on or before August 31, 2016 and updated as needed within 5 business days of any new release.	Yes

Hosting Facility Services

Vendor assumes all responsibility for the computing environment supporting the contracted applications. The Vendor must provide commercially appropriate technology and procedures in information security and environmental control. The Vendor hosting is provided 24x7x365 in a secured data center environment currently hosted by Venyu, a certified TIER 4 data center. Venyu offers full-time onsite security monitoring, video surveillance, biometric and access card, bullet-resistant walls and glass, and man-trap access only to data center floor. Environmental protection is provided with non-water based FM-200 fire suppression, truly redundant power and air handling systems, and fully redundant power with UPS circuits to each rack. Connectivity and network infrastructure is multi-homed across geographically-diverse Tier-1 internet providers, fully-redundant enterprise-class firewall and network infrastructure, and full-time staffed network operations centers. This includes the underlying hardware and software infrastructure, database and server licenses, maintenance, and database administration. Vendor may change hosts in the future but will continue to use a secured data environment equal to or greater than the above specifications.

Staffing Services

Vendor assumes all responsibility for fully staffing the system including providing adequate staffing levels for web support and technical development during the duration of the contract. Vendor will maintain staff to answer support calls from 7:00 a.m. to 5 p.m. PST to assist the Agency in reporting errors and providing first-line support in the use and operation of the Software. Vendor will also provide staff to monitor an email address for support during the same hours. Vendor will provide reasonable advance notice to the FileLocal Program Manager of any changes to staffing levels which will impact the support of the system.

Operations / Monitoring Services

Applications provided by Vendor are supported by a 24x7x365 automated monitoring and alert system that notifies support teams in the event of an anything within the Vendor domain resulting in the application malfunctioning or being unavailable (software, hardware, network, environment incidents). A notification plan showing which parties are notified of specific functional failures will be developed as part of the Support Plan presented within 30 days before General Business License Go-Live.

Application Administration Services

Applications provided under this Agreement will be the responsibility of e-Gov Systems. The Agency and FileLocal participating cities will have no ownership right, other than City owned data in the portal and the access to use the application while the agreement is in effect. Vendor will own and manage the application, related database management systems' supporting computing hardware, and necessary operating systems.

Support services are provided to maintain application availability and respond to City input within the agreed-upon commitment levels. On-call personnel are provided by Vendor to achieve these service levels specified in this agreement.

Software Maintenance and Upgrade Services

Software maintenance and upgrade services are included in the scope of services provided by Vendor. Vendor will provide the Agency with all upgrades and associated documentation that are provided as supplemental and standard releases to the supported Software applications as applicable to the Agency, as part of the Hosted Services. The vendor warrants that any changes (and any released code errors) will not corrupt existing City data, nor impose new data defects. Updates include:

- Supplemental Release – Minor release of the software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the software, selected by the Vendor. Depending on the City's specific configuration, a Supplemental Release may not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "2013.1.1
- Standard Release – Release of the software that contains product enhancements and improvements, selected by the Vendor and released approximately every other month. Standard Releases are identified by year and number of release that year. The first Standard Release of year will be shown as "2013.1.0". All services will be performed in accordance with a mutually agreed upon schedule.

Vendor warrants that each Supplemental and Standard Release will be tested and will perform according to Vendor specifications, will not corrupt existing city owned data nor introduce new data defects or security vulnerabilities, and is agreed upon by the Agency. Errors will be corrected as necessary so that the system will continue to meet the requirements of this SLA and the functional and technical requirements including the Vendor's responses to RFP #FAS-3102.

Application Recovery and Disaster Recovery Services

Vendor provides the following standard Recovery Services.

- Production databases are backed up daily on a weekly retention schedule

- Production web server is backed up twice per month with a monthly retention schedule
- Backups and recovery are facilitated through AmeriVault / RestartIT.
- Disaster Recovery is provided in conjunction with Venyu, our TIER 4 Data Center, which hosts a Business Continuity Center in the event of damage to our offices.

In the event the hosted system experiences problems, Vendor shall use all commercially reasonable efforts to meet or exceed the service level targets outlined in Table 4 below.

Data Information Security Services

Vendor manages the Application and associated city data at or above the same level of security as the City of Seattle data. While maintaining the same level of security as the City of Seattle data, Vendor will consult the following Agency guidelines on:

- Security Planning.
- Application and database security
- Security of data on the system and end-user authority
- Automated security monitoring
- Access Control Lists for all computing systems
- Security problem determination and resolution
- Security audits and review of audit logs
- Evaluation and review of new security software

Both policies are attached hereto in Section 8: Supporting Documentation.

Problem Management/Customer Service

Vendor provides a support center which is available Monday through Friday from 7:00 a.m. to 5:00 p.m. (Pacific Standard Time). Vendor provides problem management support for all application services covered by this Agreement. All problems encountered with services provided by Vendor should be directed to the point of contact identified as the primary contact for all interaction with Vendor and the participating FileLocal City's system. Problems will be assigned a case manager to ensure the problem is actively managed through resolution and within this SLA. SLA performance levels are based on the severity of the problem and the following criteria:

Table 3: Problem Severity Levels

Problem Severity Level	Description
Severity Level 1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.
Severity Level 2	Critical Failure - Critical process failure occurs when a crucial element in the System or a key service is not functioning making system not usable for its intended purpose and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.
Severity Level 3	Non-Critical Failure - Non-Critical part or component failure occurs

	when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.
Severity Level 4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.

If any problems are not being resolved within agreed upon time periods the Agency may contact the Vendor help desk and request that the logged case be escalated. Escalation procedures at the help desk will be followed to ensure timely resolution. Help desk standard practice for severity level 1 and level 2 cases include notification of multiple personnel upon case open and continued escalation every one-half (1/2) hour.

3. Service Level Standards

The Service Level Standards in Table 4 apply to the services provided by the Vendor. The Vendor shall use all commercially reasonable efforts to meet or exceed the following Service Level Standards and submit a monthly performance metrics issues report to the FileLocal Program Manager:

Table 4: Service Level Standards

Measure	Metric	Standard	Comments
Availability	System is available for use	99.9% Availability excluding scheduled maintenance	Availability is measured per calendar month Nine (9) hours of maintenance per calendar quarter are scheduled as follows: • First Sunday of each month from 3 – 6 AM PST or as mutually agreed
Problem Management	Severity Level 1 Problem Resolved	As fast as possible but no later than 100% resolved within 24 hours	
	Severity Level 2 Problem Resolved	As fast as possible but no later than 100% resolved within 36 hours	
	Severity Level 3 Problem Resolved	80% resolved within 5 working days. 100% resolved within 10 working days.	
	Severity Level 4 Problem Resolved	80% resolved within 20 working days. 100% resolved within 45 working days.	

Vendor Help Desk	Help Desk call wait time	At least 99% of Help Desk calls are answered in 2 minutes from the wait time in the queue or less during normal business hours(a call pick-up system may be used)	
	Help Desk call busy signal	Less that 1% of calls get a busy signal	
Support calls for Severity Level 1 and Level 2	Support call Severity Level 1 and Level 2 callback time	Vendor must respond back to Agency in 30 minutes or less from the time the Agency made the call	
Data Retention	Backup frequency	Production databases will be backed up daily on a weekly retention schedule	

Service Level Performance Reporting

Vendor shall provide the following reports to the FileLocal Program Manager:

- Portal Activity through either a weekly report, table viewer or other access agreed by Agency. Agency may choose up to 15 fields from any of the fields in the FileLocal system, excluding those deemed a security risk by Leviathan, and eGov will provide access to those fields. Changes to the access/report will be completed through the Work Order process.
- Monthly MBR Report
  - Monthly Help Desk reports which are to include the ticket # reference, created date, jurisdiction, functional category, and summary
  - Monthly SLA report showing the following data points: Number of identified (actual) security breaches, Number of attempted security breaches/threats noticed and stopped by the IDS/IPS/Firewall, and Production Environment Uptime for Filelocal-wa.gov.
  - Monthly MBR Transactions showing the following data points/breakdown: Total Help Desk Cases (by functional category), Total Accounts Created (by city), Total New License Applications (by city), Total License Renewals (by city), Total Forms Filed (by city), Total Payments Made (by city)

Emergency Contact

Vendor will provide access to an emergency designated support contact(s) 24 hours a day, Monday through Sunday.

4. Joint Responsibilities

Problem Reporting

The City will report concerns as appropriate to Vendor specified support contacts. Agency and

Vendor shall jointly determine the number and type of City system administrators and/or end users that will have access to the Vendor Help Desk for problem reporting.

User Provisioning

New system administrator's accounts will be created by the Vendor within 5 days of the Agency's request. Agency will direct requests for new system administrators through Vendor designated contacts. Shorter provisioning times may be requested by the Agency in emergency situations.

Network Services

The Vendor is responsible for providing adequate network infrastructure to meet the performance levels specified in this agreement. Each FileLocal participating city is responsible for providing adequate internal network infrastructure so as to not affect the Vendor's ability to meet those performance metrics. Each FileLocal participating city is responsible for the support, maintenance, and monitoring of the city's dedicated LAN and or WAN. Vendor bears no responsibility for performance and availability problems on networks within the City's control or outside the City's control (business user networks).

5. Definitions

- **Disaster Recovery Service** -- Disaster Recovery Service is a service provided to the Agency during the term of this agreement in order to provide functionality within the specified Service Level Metrics for the applications covered by this Agreement following a Disaster Declaration by the FileLocal participating City. An annual test will be conducted by the Vendor and a report will be provided to the Agency.
- **Downtime** shall mean that the Application Services and or the application data are unavailable to taxpayer or city internet users.
- **Application Availability** shall be measured as follows: (Total Minutes of the Month - Minutes of Scheduled Service - Minutes of Downtime) / (Total Minutes of the Month - Minutes of Scheduled Service).

6. City Responsibilities

Service Administration

Each FileLocal participating city will monitor system availability and report concerns as appropriate through a previously identified and approved System Administrators. The Agency and the Vendor shall jointly determine the specific number of System Administrators who will interact with the Vendor to effectively manage the Vendor services. Once identified, the Agency, via a Customer Registration Form (See Appendix II), shall provide all necessary System Administrator contact information to the Vendor, i.e., name, phone number, mobile phone number, pager number, email address, mailing address, and a secondary point of contact and their contact information.

The Agency shall provide the necessary resources to assist with the effective deployment, maintenance and administration of the application services (e.g. assistance with the scheduling of planned system maintenance activities).

User Administration

Each FileLocal participating city is responsible for provisioning and maintaining appropriate City end-users of the hosted application with all of the necessary facilities to adequately access and utilize the hosted application; including but not limited to, a personal computer (PC) with sufficient processing, memory and networking capabilities. A recommended minimum configuration would contain at least a 2 GHz processor, 4 GB of Ram, 250 MB Hard Drive, 100/1000 Network card, and connection to the internet.

Network Services

Each FILELOCAL participating city is wholly responsible for the support, maintenance, and monitoring of the city's Local Area Network (LAN). The Vendor, at its discretion, will isolate perceived performance problems (e.g., availability) to the LAN and provide relevant data to the city; however, the Vendor bears no responsibility to correct defects located within city's LAN.

City Systems of Record (SOR)

Each city is wholly responsible for the support, maintenance and monitoring of the SOR with which the Tax Portal interfaces. Any changes to system interfaces must be communicated to the "FileLocal" Project Manager and to the Vendor. The Vendor bears no responsibility to correct interfaces for a city's system of record. The procedures for "FileLocal" participating cities to inform and obtain approval for interface changes will be defined in the "FileLocal" Operation Guide.

City Tax Documentation

Each city is wholly responsible for providing up-to-date and accurate information to the Vendor for tax related subject matter. Any changes to tax related subject matter must be communicated to the "FileLocal" Project Manager and to the Vendor. The "FileLocal" IT Project Manager and the Vendor will work with the "FileLocal" participating cities to ensure information is updated in a timely manner if the work involves the Vendor making the change. The Vendor bears no responsibility for incorrect or out-of-date tax related subject matter. The procedures for "FileLocal" participating cities to inform and obtain approval for updates to tax related information will be defined in the "FileLocal" Operation Guide.

7. Change Order Process

The Vendor will maintain the Service Level Agreement with formal documentation denoting agreed upon changes. The Agency and the Vendor will maintain copies of all Change Orders. Any alteration to the Service Level Agreement that causes an increase or decrease in the time or cost required for the performance of any part of this Service Level Agreement shall not become binding until both the Agency and the Vendor have agreed upon an equitable adjustment and the Service Level Agreement has been modified in writing accordingly.

The Agency and the Vendor must sign any proposed change orders. When this is accomplished, the change order will be incorporated as an official change to the project. A change order process shall control changes in scope of the Service Level Agreement. The Change Order Request form (Appendix I of this document) must be used for all change order requests.

8. Supporting Documentation



FL2016-04 - IT Security Policies.pdf



City of Seattle ISSP POL17.pdf

Appendix I

Change Order Form

CHANGE ORDER NO. _____

Customer: City of Seattle Effective Date: _____

e-Gov Systems Contract No: _____
Original Contract Date: _____
The above referenced contract is amended by this Change Order.

1. Description of Change:

2. Equipment and Services Required:

3. The Contract Price will be adjusted as follows:

Original Contract Price:	$_____
Previous Change Order Amounts Nos. 1 through ____:	$_____
Amount of this Change Order:	$_____
Adjusted Contract Price:	$_____

4. Payment Schedule for this Change Order:
5. The Contract Completion Date will be adjusted as follows:

Originally Scheduled Completion Date:	00/00/00
Previously Revised Completion Date:	
New Completion Date:	

6. Other Time Line Changes:

If there are any inconsistencies between the provisions of this Change Order and the provisions of the Agreement, the provisions of this Change Order shall prevail. Except as specifically stated in this Change Order, the Agreement and previous Change Orders are in all other respects ratified, confirmed and will continue in full force and effect.

Reviewed and Approved: _____ Date: _____
e-Gov Systems Project Manager

IN WITNESS WHEREOF the parties have executed this Change Order as of the above Effective Date.

e-Gov Systems.	City of Seattle
By: _____	By: _____
Name: _____	Name:_____
Title:_____	Title:_____
Date: _____	Date:_____

Appendix II

Authority User Account Registration Form

Tax Authority Contact Information					
Authority Name					
Agency					
Key Contact					
Phone 1		Phone 2			
Fax					
Address					
City		State		Zip	
Authority Email					
Website					
Originator ID					
User Contact Information					
Choose Type of Account	☐ Standard Administrator User ☐ Download Return Batches Only		☐ Research Only ☐ Payment Only Downloads		
First Name:		Last Name:			
Phone:		Fax:			
Email:					
Agency:					
Complete the below for Standard Administrator User only					
Mailing Address:					
City:					
State					
Zip					
Country					