

NOTICE OF REQUEST FOR PROPOSALS

RFP-27-12

Internet and/or Electronic Payment Processing Services (ePayment Solution)

NOTICE IS HEREBY GIVEN that sealed written proposals are invited for qualified vendors to provide internet and/or other electronic payment processing services for Snohomish County District Court and Planning and Development Services.

The contact person within Snohomish County is Don Wolfe, CPPO, Procurement Contracting Officer, Snohomish County Purchasing Division (425) 388-3453, e-mail dwolfe@snoco.org. Mr. Wolfe is the exclusive contact person on behalf of Snohomish County for purposes fo this competitive purchase and all inquires or questions should be directed to him.

The attached package contains background information and specific information required.

RFP Submittals must be received at the Snohomish County Purchasing Division as set forth below not later than 4:00 p.m., October 18, 2012. **Late submittals will not be accepted.** Envelopes containing submittals shall be sealed and marked with the name of the individual/firm, the submittal deadline, and "RFP-27-12. "Request for Proposals, Internet and/or Electronic Payment Processing Services (ePayment Solution)".

Sealed Proposals must be timely delivered either:

1. by hand to the Snohomish County Purchasing Division, which is located on the 6th Floor of the Robert J. Drewel Building, 3000 Rockefeller Avenue, Everett, Washington 98201, or
2. by mail to the attention of the Snohomish County Purchasing Division, 3000 Rockefeller Avenue, MS 507, Everett, WA 98201.

Note: Hand delivered submittals will not be accepted at any other County location other than the County Purchasing Division as described above.

Proposals received by Snohomish County in response to this solicitation become public records and are subject to Chapter 42.56 RCW, the Public Records Act. The vendor should clearly identify in its proposal any specific information that it claims to be confidential or proprietary. If Snohomish County receives a Public Records Act request to view the information so marked in the vendor's proposal, its sole obligations shall be to notify the vendor (1) of the request and (2) of the date that such information will be released to the requester unless the vendor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the vendor fails to timely obtain a court order enjoining disclosure, Snohomish County will release the requested information on the date specified.

Seven (7) copies of each submittal and one (1) CD or thumb drive copy are requested.

Snohomish County reserves the right to reject any or all proposals, to waive all irregularities and informalities in the proposals, to re-advertise for proposals if desired, and to accept the proposal that is most advantageous to the public and the County.

Governing law is Washington State and legal proceeding venue is Snohomish County, Washington.

Dated this 24th day of September 2012.

SNOHOMISH COUNTY PURCHASING DIVISION
SNOHOMISH COUNTY, WASHINGTON

By _____
Purchasing Manager

REQUEST FOR PROPOSAL

RFP-27-12

Snohomish County

Internet and/or Electronic Payment Processing Services (ePayment Solution)

IMPORTANT NOTICE

Any supplier planning to submit a response must have obtained a complete, original copy of the Request for Proposal (RFP) directly from the County (rather than a second party). By doing this you will automatically be included on our "Plan Holders List". If you are not on our Plan Holders List, we are unable to send amendments directly to you or communicate other important related information prior to the RFP submittal deadline. The County is not responsible for any consequences resulting from a vendor's failure to register directly with the County for a specific Request for Proposal.

Released by:
Snohomish County Purchasing Division
3rd. Floor Administration-East Building
3000 Rockefeller Ave, MS 507
Everett, Washington 98201-4046

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1. INTRODUCTION

Introduction and Business Need

Snohomish County, a political subdivision of the State of Washington, hereinafter called “The County” invites Vendors to respond to this Request for Proposal (RFP) with a sealed proposal for an ePayment solution. The primary recipient of this ePayment solution will be the County’s District Court and Planning and Community Development Services Department, however other Snohomish County departments may participate at a later date if ePayment services align with business processes.

District Court:

Snohomish County District Court (four divisions located in Snohomish County) is seeking the services of a qualified provider of online payment processing services for credit and debit card payments for court-related fees, fines, and other payments. Online/web-based, Point Of Sale (POS) and telephone (IVR) processing of credit and debit card payments will provide defendants and other customers with greater access to making District Court-related payments more conveniently.

The Snohomish County District Court intends to continue to process credit and debit card payments at each division, utilizing merchant services provided by a Washington State Treasurer’s approved qualified public depository.

Planning and Development Services Department:

Planning and Development Services (PDS) provides services to the citizens of unincorporated Snohomish County. These services include zoning review, land use approvals, permit issuance, and annual inspections and all associated reviews and inspections for approval. Many of these services have an associated fee that needs to be paid prior to additional services being conducted, or permits or certificates of occupancy being issued.

Currently, PDS offers on line permit applications for Residential Basics. PDS also offers electronic plan submittal of these same permits. Approved contractors can submit their application and structural plans electronically, however, they cannot pay for these services electronically.

The department would like to offer an electronic payment option for our customers to eliminate this manual process of payment. We would also like to offer this same electronic payment option for any outstanding bill or invoice amount that is associated with PDS automated permit tracking system (trade name AMANDA) generated bill. Specifically, the purpose of this RFP for both County departments is to:

Planning and Development Services Department:

- Provide on line payment capability for AMANDA generated bills for all services provided by the department.
- Provide customers a more efficient permit application process, by eliminating the manual portion of our current on line processes.

- Provide a more cost effective solution to processing payments.
- Provide a more efficient method of accepting credit card payments that will eliminate the current process of accepting credit card information verbally over the phone or requiring the customer to come to the office in person to pay an outstanding balance.
- Provide PDS customers with different payment options for all services provided by the department.
- Provide customers the opportunity to pay for more than one bill in a single transaction.
 1. Ability to query bills by applicant name or secured registered user
 2. Ability to query bills by address or tax parcel identification number
 3. Ability to query by bill number
- Comply with mandate by Snohomish County Council to provide an enhanced self service method of payment to our customers.

District Court:

- Provide and maintain a system for the processing of a web-based or online, Point Of Sale (POS), telephone (IVR) credit and debit card payment system.
- Provide telephone payment options in addition to web-based payment options are preferred.
- Have the ability to process 1,800 transactions/month with a transaction volume of \$300,000.00.
- Have the ability to process 35,000 transactions annually with a transaction volume of \$6,000,000.00. (Average transaction amount is approximately \$170.00)

Project Goal

The primary goals of the ePayment solution implementation are the following:

- Ability to query by address, contractor and bill
- Ability to pay any PDS fee created in AMANDA on line via a web portal
- Integration with an approved third party vendor to verify availability of funds
- Utilize existing merchant accounts already approved by the county treasurer
- Provide an electronic bill payment solution (ePay) that provides a next-generation real-time bill and fee payment platform for both on-premises and Web-enabled functions that support customer service, financial accounting, information systems, and security/ compliance standards.

- A “Firm” outcome that the County will reduce both the hard and soft per transaction costs of processing a paper check.
- The desired ePay solution must be more than a virtual credit card terminal and simple electronic payment.
- To negotiate an agreement and pricing structure that will incentivize other County departments to participate in the final ePayment solution.

RFP Timelines (dates below are subject to change)

- RFP issuance: 9-26-12
- Written questions deadline: 10-9-12, 5:00 pm
- Proposal submission deadline: 10-18-12, 4:00 pm
- Top Vendor Finalist demonstration to be held week of: 12-3-12
- Announcement of selected Vendor and commencement of contract negotiations week of 12-15-12.

Expected Time Period for Implementation

The implementation period resulting from this RFP is expected to be no longer than one hundred eighty (180) days, commencing upon the date of execution of the contract by both parties. However, the selected ePayment solution will be required on an on-going annual basis, upon completion of the initial system implementation.

SECTION 2

2. GENERAL ADMINISTRATIVE REQUIREMENTS

Response

All proposers should submit seven (7) hard copies and one (1) CD or thumb drive copy, as described in Section 3.0, (exclusive of any user manuals requested for evaluation) of their response to this Request for Proposal (hereafter called "response" or "proposal"). Responses must be received by the Snohomish County Purchasing Division not later than 4:00 p.m., October 18, 2012.

Sealed Proposals must be timely delivered either:

1. by hand to the Snohomish County Purchasing Division, which is located on the 6th Floor of the Robert J. Drewel Building, 3000 Rockefeller Avenue, Everett, Washington 98201, or
2. by mail to the attention of the Snohomish County Purchasing Division, 3000 Rockefeller Avenue, MS 507, Everett, WA 98201.

Note: Hand delivered submittals will not be accepted at any other County location other than the County Purchasing Division as described above.

LATE PROPOSALS WILL NOT BE ACCEPTED. The response must be submitted in a sealed envelope with the Request for Proposals Number and the due date clearly identified on the outside.

No proposals will be accepted after the stipulated due date and time. Failure to follow all proposal preparation instructions may be cause to return the Vendor's proposal unevaluated. All expenses for the preparation of proposals are the responsibility of the Vendor.

The County assumes no responsibility for delays caused by mail delivery services regarding the proposal submittal or any Vendor correspondence related to this RFP.

Each Vendor must appoint an individual to officially represent the Vendor for this procurement. Include the following information with the response:

Name of Vendor Representative
Title
Name of Company
Address
Telephone Number
FAX Number
E-Mail Address

This RFP contains sufficient information and instructions to enable qualified Vendors to prepare and submit proposals and supporting material. To be considered responsive,

Vendors must submit a complete proposal that meets all mandatory requirements and substantially satisfies the specifications as stated in this RFP. This RFP contains all necessary requirements, evaluation criteria and Vendor's responsibilities if a contract is negotiated.

All proposals must be submitted in writing to the office listed. No telegraphic, E-mailed, faxed, or telephone offers will be accepted.

Pre-Proposal Questions

Specific questions concerning the RFP must be submitted in writing (FAX or E-mail preferred) no later than 5:00 p.m., October 9, 2012. Questions received after this date will not be considered. Questions will be researched and the official responses published in writing and sent by E-mail, facsimile and/or US Postal Service to all Vendors on the RFP mailing list. This will ensure accurate, consistent responses to all Vendors. Only written responses will be considered official.

Questions regarding procurement requirements or the RFP should be directed to the following person:

Name: Don Wolfe
Telephone: (425) 388-3453
E-mail: don.wolfe@snoco.org

Proprietary Information/Public Disclosure

Vendors are advised that the County is subject to RCW 42.56, the Public Disclosure Act, and that materials related to this procurement are considered a public record as defined in RCW 42.56 through 42.17.340. Any specific information that is claimed by the Vendor to be confidential or proprietary must be clearly identified as such by the Vendor. To the extent consistent with RCW 42.56, the County will make reasonable efforts to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view a Vendor's proprietary information following an awarded contract, the County will notify the Vendor of the request and of the date that such records will be released to the requester unless the Vendor obtains a court order enjoining that disclosure. If the Vendor fails to obtain the court order enjoining disclosure, the County will release the requested information on the date specified.

Amendment to the RFP

The County reserves the right to revise the RFP and/or to issue amendments to the RFP.

In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all Vendors on the RFP mailing list.

Vendors are instructed to disregard any oral representations they may have received. Proposal evaluation will be based on the material contained in the RFP and on the material contained in any addenda issued to the RFP.

The County also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a Contract.

Publicity

The Apparent Successful Vendor may not release, without obtaining prior written approval from the County, informational pamphlets, notices, press releases, research reports, and/or similar public notices concerning this project.

Waivers

The County reserves the right to waive specific terms and conditions contained in this RFP. Vendors shall understand that the proposal is predicated upon acceptance of all terms and conditions contained in this RFP unless the Vendor has obtained such a waiver, in writing, from the County prior to submission of the proposal. Such a waiver, if granted, will be granted to all Vendors.

Waiver of Irregularities

The County reserves the right, at its sole option, to waive minor administrative irregularities contained in any Vendor response.

Pricing Information

The Vendor must itemize purchase prices, continuing fees, convenience fees, support costs for all software items, products, and/ or services proposed. All elements of recurring and non-recurring costs that must be borne by the County or purchaser for various payment types must be identified.

Taxable Items To Be Separated From Non-Taxable Items

Washington State retail sales tax may apply to portions of this project as provided for in Title 82 of the Revised Code of Washington. A copy of 82.04.050 RCW is included in this RFP as Appendix D. For clarifications of tax issues, contact:

Taxpayers Services
PO Box 47478
Olympia WA 98504-7478

Phone: (360) 753-7782

FAX: (360) 664-0456

Vendors are encouraged to separate taxable elements from non-taxable elements and indicate clearly in the cost section of this RFP (Form 13). Bundling taxable items with non-taxable items may result in tax being assessed on the bundled price.

The County has a responsibility to pay the retail sales tax even if the Vendor has no responsibility to collect it.

Requirements Analysis Report/ Fit Analysis

The successful vendor will be required to perform a detailed system requirements/ fit analysis and provide a written report prior to project implementation and final contract award. The analysis work will be covered under a separate contract, if necessary, prior to final negotiation of the master agreement.

The requirements/ fit analysis report will be the blueprint for implementation. At a minimum the report shall include a gap analysis; description of the final services and products to be provided by the vendor; recommended County provided equipment/ hardware; how the vendor services and products will be provided; system software licensing configuration; summary and itemized costs for all services and products provided under this contract; project payment schedule based on milestone deliverables; implementation project plan including work tasks, milestone deliverables, required resources of both the vendor and County, project schedule; and system implementation testing and acceptance criteria.

Obtaining Original Copy of Request for Proposal

Any supplier planning to submit a response must obtain a complete, original copy of the Request for Proposal (RFP) directly from Snohomish County Purchasing (rather than a second party). If you did not receive this document directly from Purchasing or download it from our website, please do so now from the link below under "View all Current Bids"

<http://www1.co.snohomish.wa.us/Departments/Facilities/Divisions/Purchasing/default.htm>

You may also obtain a Request for Proposal that is not downloadable by contacting the Purchasing Division at 425-388-3344. By doing this you will automatically be included on our "Plan Holders List". If you are not on our Plan Holders List, we are unable to send amendments directly to you or communicate other important related information prior to the RFP submittal deadline. The County is not responsible for any consequences resulting from a firm's failure to register directly with the County for a specific Request for Proposal.

Federal Suspension and Debarment Clarification

Federal Executive Order 12549 prohibits federal, state and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating in federal contracts or grants.

The purpose of this certification is for the contractor/vendor to advise Snohomish County, in writing, of any current Federal Suspension and Debarment.

Debarment Certification. By signing and submitting a response to this competitive solicitation, I certify that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from participating in Federal Funded Contracts.

Submittals received in response to this solicitation become County property and are subject to Public Disclosure Laws.

SECTION 3

3. RESPONSES AND SUBMITTALS

Letter of Submittal

Vendors must include a Letter of Submittal in the first section of their response to this RFP. The Letter must be written on the Vendor's official business letterhead stationery and must be signed and dated by an individual with full authority to legally bind the entity submitting the response to this procurement.

The Letter must include specific items in the order shown below:

- An itemization of all materials and enclosures being provided with the response.
- A reference to all procurement amendments received by the Vendor (by amendment issue date) to warrant that the Vendor is aware of all such amendments, if any. If no procurement amendments have been issued, the Vendor should so state.
- A statement that the Vendor certifies the proposed solution meets all the *Mandatory Requirements (MR)* set forth in this RFP document.
- **(MR)** A statement that the Vendor acknowledges and agrees to all of the rights of the County, including the procurement rules and procedures, terms and conditions, and all other rights and terms specified in this procurement, including any amendments.

The Vendor may include any other topics or statements in the Letter as the Vendor deems appropriate and wishes to convey to the County.

Submitting Proposals

Vendors are required to submit seven (7) hard copies and one (1) CD or diskette copy of their proposal in a current version of Microsoft Word.

The proposal is to be mailed or hand-delivered as follows:

Snohomish County Purchasing Division
6th. Floor, Administration-East Building
3000 Rockefeller, M/S 507
Everett, WA 98201-4046

The telephone number of the Snohomish County Purchasing Division is (425) 388-3344.

The package should be clearly marked as:

“RFP-27-12, Request for Proposals, Internet and/or Electronic Payment Processing Services”

Vendors assume the risk for their chosen method of delivery. Vendors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the Snohomish County Purchasing Division. The County assumes no responsibility for delays caused by any delivery service.

Proposals may not be transmitted using electronic media such as facsimile transmission or E-mail. Late proposals will not be accepted and will be automatically disqualified from further consideration.

Responses shall be based only on the material contained in this RFP. Vendors are to disregard any previous draft material and any oral representations they may have received.

When responding to requirements, Vendors must base their responses on product functions that will be available in a production version released for general distribution as of the start date. Functions that have not been production-released by that date must be treated as “not available” unless an *acceptable alternative* is proposed.

Proposal Format

Responses are to be prepared on standard 8½” x 11” paper and placed in a 3-ring binder. Foldouts are permissible when necessary. Manuals, reference documentation, and other supplemental materials may consist of multiple documents and must be placed in a separate section, as noted above. All responses, as well as any reference material presented, must be written in English.

Responses should contain only the following sections, separated by tabs.

- Letter of Submittal (See Section 3.0)
- Certifications and Assurances Form (See Section 3.1 and Appendix A)
- Confidentiality Statement (See Section 3.1 and Appendix B)
- Response to RFP Forms (See Sections 3.21 through 3.28.1)
- Proprietary Information (if needed)
- Company or Product Literature (if needed)

Signatures/Certifications and Assurances

(MR)

The Certifications and Assurances form (Appendix A) must be signed and dated by a person authorized to legally bind the Vendor to a contractual relationship (e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship). Failure to do so will result in immediate RFP disqualification and will not be considered for award.

Confidentiality Statement

(MR)

The confidentiality statement is included as Appendix B. An authorized representative of the Vendor must sign the Confidentiality Statement. Failure to do so will result in immediate RFP disqualification and will not be considered for award.

Contract Negotiations

After issuance of the Notice of Selection, the County intends to enter into contract negotiations with the winning service provider(s) who shall be required to enter into a written contract or contracts with the County for merchant card and/or Internet and/or electronic payment processing services in a form approved by the County's legal counsel. This RFP and the proposal, or any part thereof, may be incorporated into and made part of the final contract(s). The County reserves the right to negotiate the terms and conditions of the contract(s) with the selected proposer(s). These negotiations could include all aspects of services and fees. See Appendix C for the County's Proforma Master Software and Services Agreement. The County intends to use this contract template for the actual final Agreement with the successful Vendor.

Supplemental Material

The Vendor may submit materials (e.g., brochures, articles, specifications, or report samples) that the Vendor believes to be helpful, subject to the following:

- Such supplemental materials will not qualify as substitutes for direct answers within the response.
- Supplemental materials may be referenced in, but must not be combined with, a required component of the response.
- Such supplemental materials are for the benefit of the evaluators, but the evaluators will not be required to use the supplemental materials; therefore, answers within the response must be complete.

Multiple Proposals

Vendors are encouraged to submit multiple proposals if they feel alternate solutions will better meet the needs of the County. Each proposed solution must be treated as a separate response that complies with the response submittal guidelines stated in this section. All proposals submitted will be evaluated in accordance with the criteria stipulated in this RFP document.

Errors in Response

The County will not be liable for any errors in Vendor responses. Vendors will not be allowed to alter responses after the deadline for response submission unless the alterations are the result of a request by the County as noted below.

The County reserves the right to make corrections or amendments to the response due to errors identified by the County or the Vendor. This type of amendment will only be allowed for such errors as typing, transposition, omission, or any other obvious error. Any changes will be date and time stamped and attached to the response. All changes must be coordinated in writing with, authorized by, and made by the County Purchasing Division. Vendors are liable for all errors or omissions contained in their responses.

Withdrawal of or Amendments to Response

Vendors may withdraw or amend a response that has been submitted at any time up to the Response Due Date and time shown in Section 2.0 (Response). To withdraw or amend a response, a written request signed by an authorized representative of the Vendor must be submitted to the County Purchasing Division. After withdrawing a previously submitted response, the Vendor may submit another response up to and until the Response Due Date and time shown in Section 2.0 (Response).

Response Due Date and Location

The Snohomish County Purchasing Division must receive the Vendor's response, in its entirety, at the address, date and time specified in Response Section 2.0. Responses arriving after the deadline may be returned unopened to the Vendor, or they may simply be declared invalid and not subject to evaluation. All responses and accompanying documentation become the property of the County and the County shall decide their final disposition.

Vendors assume the risk of the method of delivery chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the Response Due Date will not substitute for actual receipt of response, as described above. Late responses will not be evaluated nor will additional time be granted to any Vendor. All proposals must be submitted in writing to the office listed. No E-mailed, faxed, or telephone offers will be accepted.

Response Instructions

THE COUNTY IS USING A FORMS-BASED FORMAT FOR THIS RFP. The objective is to normalize the responses as much as possible while putting them each in a similar order and format and to better facilitate evaluation and comparison for the County.

The Proposal Response Forms chapter contains all response forms. (The one exception to this is the “Certifications and Assurances” form in Appendix A, which must be completed in hard copy form.) **Proposing vendors must respond to the forms “as-is,” and prepare responses electronically utilizing the forms in this RFP unless directed otherwise.**

Section 3.20 of the Proposal Response Forms provides directions on how to complete these forms.

Note that while the forms themselves may be considered lengthy, the highly structured, fill-in-the-blank nature of most questions minimizes the effort required to supply the requested information. In effect, the County has written much of the verbiage required; the vendor is being asked to respond yes/no to most questions.

Vendors are advised that responses will be evaluated based on their overall quality and cost-effectiveness. Vendors are encouraged to provide responses that are brief and clear, and that directly address the requirement or question asked.

Vendors are also encouraged to include information in their proposal that will distinguish their solution from the competition and that will be important to the success of the project. Vendors are free to submit information on products or services not specifically requested but that, in the Vendor’s opinion, will benefit the County.

We strongly recommend the Vendor respond to each section. An omitted response will be scored the same as an unsatisfactory response. A response of NO to a Mandatory Requirement (MR) will result in immediate Vendor disqualification and elimination.

Retention of Proposals

All proposals submitted become the property of Snohomish County. Snohomish County will make reasonable efforts to maintain proposals in confidence and, except as required by law, will release proposals only to personnel involved with the evaluation of the project. Proprietary information should be identified in each proposal. See Section 2.3. After contract award, Snohomish County will retain one copy of each proposal and destroy all other copies.

Evaluation Process

The award of this contract will be made by Snohomish County, in its sole discretion, to the Contractor submitting the best proposal in accordance with the evaluation criteria contained in this section. A Vendor will be eliminated from consideration for failure to comply with all of the mandatory requirements (MR) or failure to comply with RFP instructions within Sections 2.0 and 3.0.

Deviations from the mandatory requirements (MR) will be evaluated to determine whether the intent of the requirement will be met. If in the opinion of the County the deviation does not meet the intent of the mandatory requirement (MR), the proposal will be determined to be non-responsive and no longer considered a valid proposal.

To help Vendors understand Snohomish County's priorities and to structure a fair evaluation of all proposals, the Selection Committee has developed the following evaluation process and criteria.

1. The County will evaluate proposals for administrative compliance.
2. The Selection Committee will evaluate proposals for compliance with mandatory requirements.
3. The Selection Committee will read and score proposals according to designated evaluation criteria and weights:

Weight Percentage for Each Section

Mandatory Requirements	Pass/Fail
Adherence to Functional/Technical Requirements	35%
Costs	35%
Vendor Qualifications	10%
General Requirements	5%
Vendor References	5%
Vendor Demos (Finalist Only)	10%

4. The Selection Committee may identify three finalists based on the highest scores from the following weighted evaluation criteria: adherence to functional/technical requirements, cost, vendor qualifications, general requirements and vendor references.
5. The County will host demonstrations of the finalists' solutions using County data, if necessary, and conduct interviews. The Selection Committee will score demonstrations, with input from subject matter experts (SMEs). Interview content will address key

questions arising from the proposals, reference checks and demonstrations, and will likely include questions about the vendors’ proposed implementation approach.

6. If necessary to further differentiate vendors, the County will conduct further reference checks or will visit local client sites for each of the finalists.

Based on the results of the demonstrations and interviews, the Selection Committee will assess whether or not a clear winner has emerged from the finalists. If there is no clear winner, the County may optionally request “Best and Final Offers” from the finalists, with the specifics of the request to be determined at that time. The Selection Committee will then re-evaluate the finalists’ Best and Final Offers based on the scoring criteria stated in this section. However, if there is a clear winner, the County will enter into contract negotiations. If negotiations are unsuccessful, the County may optionally enter into negotiations with the second-place vendor, and so on.

The following table outlines the scoring method for each criterion. Note that the scores for each criterion will be ultimately adjusted based on the weights discussed earlier.

Criterion	Evaluation Method
Mandatory Requirement	If the vendor meets all the Mandatory Requirements then their proposal will pass and qualify for RFP Response Forms scored sections (Response Forms 1 through 13) This section is pass or fail.
Adherence to Functional/ Technical Requirement/ 35% Maximum Points Allocated 364	Scores will be initially tallied based on the vendor’s response to requirements in the functional and technical requirements matrices (See Forms 8 and 12). Point scores will be summed to arrive at a total score. Requirements will be weighted to reflect relative importance. Scores may then be adjusted depending on the extent to which the vendor must customize their solution to meet the County’s needs (Form 9), and the strength of the vendor's response to the County's requirements.
Cost/ 35% Maximum Points Allocated 356	ePayment vendors should respond with a tiered pricing structure based on the historical volumes described in Appendix G., PDS Projected \$ Volume by Category and Appendix J., District Court Workflow and Annual \$ Volumes. Also, as stated in the project goals (see page 3), the tiered pricing structure proposed by vendors should take into consideration an incentive for future County participants. Vendor offers will be rated based on the lowest cost/ percentage per transaction. PDS is responsible for paying all transaction fees. Customers of District Court are responsible for paying all transaction fees except for Point of Sale payments. (See Form 13.)
Vendor Qualification and Experience/	Each Selection Committee member will score each proposal for these criteria, noting strengths and limitations for each vendor. The team will then meet to discuss and combine lists of strengths and limitations.

10% Maximum Points Allocated 101	
General Requirements / 5% Maximum Points Allocated 50	Each Selection Committee member will score each proposal for these criteria, noting strengths and limitations for each vendor. The team will then meet to discuss and combine lists of strengths and limitations.
References/ 5% Maximum Points Allocated 50	The County will score each reference based on the aggregate questions answered by each references. Vendor references will be rated from “poor” overall to “excellent” overall depending on the vendor customer reference response
Demos/ 10% Maximum Points Allocated 101	Each Selection Committee member will score the vendor on individual scripts and the interviews. Subject Matter Experts will assist the Selection Committee during the interview process. The team will then meet to discuss and combine lists of strengths and limitations.

Mandatory Requirements

Mandatory Requirements **(MR)** are minimum functional and technical needs that **must** be met by the Vendor. These are listed below.

Mandatory Requirements:	Y/N
1.) The solution allows customers to submit credit/debit card payments to Snohomish County (list acceptable merchant cards separately).	
2.) The solution collects and processes all payment data independently from Snohomish County’s systems.	
3.) The solution provides end-to-end encryption of all payment data.	
4.) All transaction details are logged including date/time, etc.	
5.) Vendor shall comply with the security requirements (section 6) described in Snohomish County Finance Policy 1140 (Appendix F : \\snoco\global_data\Finance\POLICY\1140)	

POLICY - RECEIPT OF ELECTRONIC and CREDIT DEBIT CARD PAYMENTS.pdf).	
6.) The vendor must be PCI-DSS Level I certified.	
7.) The vendor must be NACHA compliant.	
8.) The system must utilize a merchant account to be coordinated with the Snohomish County Treasurer.	

Failure to meet a Mandatory Requirement (MR) is grounds for disqualification and elimination and shall be established by any of the following conditions:

- **The Vendor fails to fully respond to any Mandatory Requirement.**
- **The Vendor states that a Mandatory Requirement cannot be met and/or does not propose an Acceptable Alternative.**

Vendors are advised that these are the Mandatory Requirements in this RFP. Vendors are to respond under separate cover to the following Mandatory Requirements.

Adherence to Functional/Technical Requirements 35%

The Selection Committee will base scores for this criterion on Vendors’ responses to the following forms:

Detailed Functional Requirements	Form 8
Detailed Functional Requirements Highly Desirable (HD) Explanation Responses	Form 8A
Modification/ Customization Information	Form 9
Technical Features and Approach including Vendor Response Explanations	Form 10
Technical Architecture	Form 11
Detailed Technical Requirements	Form 12
Detailed Technical Requirements Highly Desirable (HD) Explanation Responses	Form 12A

Cost 35%

Vendors will submit a cost proposal (see Form 13) outlining one-time and recurring costs including software licensing, implementation and training services, maintenance and support services. Pricing shall be checked for completeness and mathematical accuracy. Errors and inconsistencies shall be handled according to the severity of the error. Minor mathematical errors shall be called to the attention of Vendors and Vendors will make

corrections. Errors of substance shall be reviewed with the Vendor or, at the option of the County, the proposal may be disqualified.

Vendor Qualifications 10%

The Selection Committee will base scores for this criterion on Vendors' responses to the following forms:

Proposal Summary	Form 1
General Vendor Information	Form 2
ePayment Solution Qualifications	Form 3
Implementation Partner Qualifications	Form 4

General Requirements 5%

The Selection Committee will base scores for this criterion on compliance with Sections 2 and 3 of this RFP and Vendors' responses to the following forms:

Implementation Plan	Form 5
Training Summary	Form 6
Maintenance and Support Offering	Form 7

Vendor References 5%

The Selection Committee will base scores for this criterion on references' rating of vendors in the following areas:

- Quality and performance of recommended system.
- Verification that proposed system performs as presented by Vendor.
- Installation of software.
- Effective maintenance and technical support.
- Effective end-user support.
- Review of any problems and their resolution.
- Overall opinion of Vendor's performance and personnel.
- Projected cost versus actual cost.
- Stability and performance to specifications of product line.
- Overall opinion of Vendor's training for administrators and end-users.

Vendor Demonstration/ Presentation (Finalists Only) 10%

At the sole option of the County, and as a condition precedent to contract award, three or less of the highest rated proposers may be required to participate in a one-day demonstration. The demonstrations must follow scripts provided to proposers in advance.

During the demonstrations *finalists are expected to demonstrate the functionality requested in each script in the time allotted.* There will be time for a brief marketing presentation as part of the script sessions.

The County will also interview finalists at this time. Interviews will include key questions arising from the proposals, reference checks and demonstrations.

Failure to use the products proposed or to achieve the performance proposed may disqualify the Vendor and the demonstration will be concluded. **Failure to agree to the demonstration will disqualify the Vendor.**

It is highly desirable that demonstrations occur at facilities located on-site at the County.

Any information considered to be proprietary will be scheduled for discussion outside the broadest portion of the Demonstration. Further, Vendors are advised that subject matter experts, in addition to the Selection Committee, may attend these Demonstrations and should plan accordingly.

At the option of Snohomish County, and as a condition precedent to contract award, representatives of Snohomish County may visit sites deemed similar to the County for the purpose of evaluating the product in an operational environment.

Contract Award and Payment Schedule

Snohomish County expressly reserves the following rights:

- To award the contract according to the evaluation criteria set forth in the section above called Evaluation Process that includes due regard to quality of services, experience, compliance with specifications and other factors, in addition to price.
- Not to make an award, if it is deemed that no single proposal fully meets the requirements of this RFP, or to award the contract for only a portion of the functionality identified herein.
- To reject any and/or all irregularities in the proposals submitted.
- To reject any or all proposals or portions thereof.
- To make the award to any Vendor or combination of Vendors whose proposal(s), in the opinion of the County, is in the best interest of the County.

The Vendor chosen for award should be prepared to have the proposal incorporated, along with all other written correspondence concerning the proposal, into the contract.

Any false or misleading statements found in the proposal will be grounds for disqualification.

Payment Schedule

Contract payments under the master agreement will commence upon successful installation, testing, and acceptance by the County. The testing and acceptance performance period is defined as thirty (30) consecutive days of successful performance of the software in test mode without failure. The final payment schedule will be predicated upon milestone deliverables and acceptance by the County, and mutually agreed to prior to final contract award.

Professional Services Fees

The County will pay the Contractor for professional service fees agreed upon in advance by the County and the Contractor i.e., training, consulting, customizing, etc. upon receipt of properly completed invoices which shall be submitted to the County's Contract Administrator not more often than monthly. The invoices shall describe and document to the County's satisfaction a description of the work performed in accordance with the mutually agreed upon payment schedule and deliverables, the progress of the project, and fees. When expenses are invoiced, a detailed breakdown of each type must be provided. A receipt must accompany any single expense in the amount of \$50.00 or more in order to receive reimbursement. Only original receipts will be accepted by the County for reimbursement.

For on-site work, the Contractor will be required to adhere to the County's Travel Expense Reimbursement Policy #1211, attached hereto and incorporated herein, See Appendix E.

Payment shall be considered timely if made by the County within net thirty (30) days after receipt of a properly completed invoice(s). Payment shall be sent to the address designated by the Contractor.

The County may, in its sole discretion, withhold payments claimed by the Contractor for professional services rendered, if the Contractor fails to satisfactorily comply with any term or condition of the contract.

No payments in advance or in anticipation of any services or supplies to be provided under the contract shall be made by the County.

Cooperative Purchasing

The Washington State Interlocal Cooperative Act RCW 39.34 provides a means for governmental agencies to cooperatively purchase goods and services. The Contractor must agree that other Washington State municipalities may acquire the INTERNET AND/OR

ELECTRONIC PAYMENT PROCESSING SERVICES (EPAYMENT SOLUTION) software under terms equivalent to those specified in the contract.

Cost Proposal Evaluation

The cost proposal evaluation will be based on total cost of the solution (one-time and recurring). The costs used will be those provided in the Vendor's response to this RFP. (See Form 13., Cost Proposal)

Necessary Ancillary Equipment and Software

Unless specifically exempted by the terms of this procurement, all parts, software, or accessories ordinarily furnished or required to make the proposed procurement service complete will be furnished by the Vendor at no additional cost.

Effective Dates for Pricing

The total system prices and other costs quoted in the Vendor's proposal must be valid up to 240 calendar days past the Response Due Date.

Pricing Adjustments

Unless otherwise stipulated, all cost proposals must include unit prices and extensions where applicable and must otherwise be in the format requested.

During the term of the contract, should the Contractor enter into pricing agreements with other customers providing greater benefits or pricing, the Contractor shall immediately amend the existing County contract to provide similar pricing or other benefits to the County, conditioned upon the contract with other customers are procuring products and services in similar size and quantity as the County. The Contractor shall immediately notify the County of any such contracts entered into by the Contractor.

Right of Clarification

While the County reserves the right for its evaluation teams to contact Vendors for clarification, Vendors should not assume that deficient answers will result in clarification requests. The right of clarification is not a Vendor's right; the right of clarification is a County right that will be very stringently exercised.

Proposal Rejections

The County will make determination of clarity and completeness in the responses to any of the provisions in this RFP. The County reserves the right to require clarification, additional information, and materials in any form relative to any or all of the provisions or conditions of this RFP.

The Vendor is specifically notified that failure to comply with any part of this RFP may result in rejection of the proposal as non-responsive.

The County reserves the right, at its sole discretion, to reject any and all proposals received without penalty or to not issue a Contract as a result of this RFP. The County also reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

Apparent Successful Vendor Notifications

All Vendors will be notified of the Apparent Successful Vendor(s) selection via FAX or e-mail.

Contract Terms and Conditions

A Pro Forma Contract is presented for Vendor review in Appendix C. The County intends to use this as the template for the actual Contract drafted for the successful Vendor.

Oral Representations, Commitments, and Warranties

Any and all oral representations, commitments, and warranties offered by the vendor(s) during the RFP process will not be considered unless formally reduced to writing. Any and all oral representations, commitments, and warranties, if reduced to writing by the vendor(s), will be binding and may be considered by the County during the evaluation process.

Cost of Preparing Responses

The County is not responsible for any costs incurred by Vendors in the preparation and presentation of response documents, demonstrations, presentations, and interviews related to this procurement.

Non-Endorsement

As a result of the selection of a Vendor to supply products and/or services to the County, the County is neither endorsing the Vendor nor suggesting that the Vendor's service is the best or only solution. The Vendor agrees to make no reference to the County in any literature, promotional material, brochures, sales presentation or the like, without the express written consent of the County.

Non-Discrimination

The Apparent Successful Vendor will be expected to contractually agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any program provided by the Contract between the County and the Vendor because of race, color, creed, marital status, religion, sex, sexual orientation, national origin, Vietnam Era or disabled veterans status, age, the presence of any sensory, mental or physical disability, or political affiliation or belief. The contract will provide that prohibition against discrimination in employment shall not apply if the particular disability prevents the individual from performing the essential functions of his/her position, with or without reasonable accommodations.

The Contractor shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

The County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

Third Party Vendor

The County will accept responses that include third party involvement only if the proposing Vendor agrees to act as Prime Contractor and guarantor for all proposed products and services, including all actions of sub-contractors. Vendors must disclose in their response to this RFP the use of any third party Vendor products and services, and indicate willingness to

assume Prime Contractor responsibility. Any sub-contract executed after award of the prime Contract must be approved, in advance, by the County.

Incorporation of RFP into Contract

This RFP, in addition to the Vendor's response, will be incorporated into the final resulting Contract.

Response Preparation Instructions

This document provides all the forms that vendors must complete to submit the forms portion of their responses. (See Section 3.1 of the RFP for a list of the required contents of the entire proposal.)

Vendors are required to complete all of these forms.

To prepare your forms response, follow these instructions:

1. Open the electronic version of this RFP in Microsoft Word.
2. Save this document as a new file with your company's name in the file name.
3. Complete all of the forms in your word processing application. Individual form instructions are in gray boxes at the beginning of each form:
 - **Do not modify the form layout** (i.e., do not delete question text or modify table headings)
 - Use at least a 10-point font size for all responses
4. Create a table of contents with page numbers.
5. When your response is finished, produce the document for submission in accord with the instructions in Section 3.0 of the RFP.

Proposal Summary

Form 1: Proposal Summary

Please use these **TWO (2) pages** to summarize your proposal. Additionally, you may use this form, at your discretion, to articulate how your solution is superior to competitors' in ways that are relevant to Snohomish County

This summary should not exceed two pages. However, you may optionally supplement this summary with hard-copy company or product literature you feel is relevant to Snohomish County. Company or product literature should be attached to your hard copy proposal only and not be included in the electronic version of your proposal. Only one copy of the literature is necessary

Vendor and Project Team Information

Form 2: General Vendor Information

Use this form to provide information about ALL vendors being proposed as part of this bid

1. Please complete the applicable tables below. An application provider who also provides implementation services would complete both Tables A and B.

Table A. ePayment Vendor (Please add additional tables as necessary if the proposed solution includes more than one vendor.)

Name of company	
Name of parent company	
Headquarters location	
Number of field offices	
Location and hours of office servicing this account	
Length of time in business	
Length of time in business of providing ePayment Solutions	
Approximate gross revenue for the prior fiscal year (in US dollars)	
ePayment solution Trade Name	
Percentage of gross revenue generated through ePayment Solutions	
Number of full time personnel supporting the proposed solution in:	
◆ 2010	
◆ 2009	
◆ 2008	

Table B. Implementation Partner or Value-Added Reseller (if different from ePayment vendor)

Name of company	
Name of parent company	
Headquarters location	
Number of field offices	
Location and hours of office servicing this account	
Length of time in business	
Length of time in business of providing ePayment Solution	
Approximate revenue for the prior fiscal year (in US dollars)	
Percentage of gross revenue generated through ePayment Solutions	
Number of full time personnel supporting the proposed software in:	
◆ 2010	
◆ 2009	

◆ 2008

2. If more than one firm is identified in the tables above, describe your relationship with each firm and identify one past experience with each firm, including scope and outcome of the project.
3. Please provide an overview of your company's background, including product history, changes in ownership (if any), business philosophy, etc.
4. Provide the address of the office location that will service the account.
5. Include copies or internet links to the two (2) most recent audited annual financial statements.
6. Provide a list of Holidays during which your operations are closed.
7. Provide the name, title, address, telephone number, fax number and electronic mail address of the primary contact person assigned to this account for whom the County will liaise.
8. Provide biographical information on senior staff that will be directly involved in the management of the County's account, and what, if any, experience these employees have in working with public agencies. Describe the proposed role of each with regard to the County's account.
9. For each key person, show the number of years of experience in this field and the number of years with your firm.

Snohomish County is committed to fostering a diverse vendor/supplier program. Minority (MBE) and Women (WBE) Owned Businesses are encouraged to participate in the county competitive solicitation process. Please indicate if your company is a MWBE:

MBE: Yes _____ No _____ or WBE: Yes _____ No _____

Form 3: ePayment Solution Qualifications

Please provide the following information regarding your product's customer base and how applicable your solution is to Snohomish County.

1. Please provide the following information about your client base:

Approximate total number of installed clients with the proposed ePayment Solution	
Approximate total number of new customers installed since 2009	
Approximate number of clients with the proposed ePayment solution <i>in production</i> serving an organization with an employee base greater than 250	
Approximate number of public sector clients	

2. Please provide at least three relevant references (at least one being a similarly-sized government agency) for your proposed software product in the tables below:

ePayment Solution Reference #1

Customer name					
Reference/contact name					
Title					
Phone number					
Email address					
Mailing address					
Fax number					
Solution Provider's Project Manager					
Customer type (e.g., County, private sector)	Customer Size	ePayment originally installed	ePayment version in production	Installation date	Production date

ePayment Solution Reference #2

Customer name					
Reference/contact name					
Title					
Phone number					
Email address					
Mailing address					
Fax number					
Solution Provider's Project Manager					
Customer type (e.g., County, private sector)	Customer Size	ePayment originally installed	ePayment version in production	Installation date	Production date

ePayment Solution Reference #3

Customer name					
Reference/contact name					
Title					
Phone number					
Email address					
Mailing address					
Fax number					
Solution Provider's Project Manager					
Customer type (e.g., County, private sector)	Customer Size	ePayment originally installed	ePayment version in production	Installation date	Production date

Form 4: Implementation Partner Qualifications

For each partner of the ePayment solution vendor in this response: Please provide the following information regarding your customer base and how applicable your solution is to Snohomish County. Copy the tables in this section as necessary for each partner included in your proposal. NOTE: IF THE VENDOR IS NOT OFFERING A PROPOSAL IN PARTNERSHIP WITH AN INTEGRATOR OR OTHER SOLUTION PROVIDER, PLEASE SO STATE AND DO NOT FILL OUT THIS FORM.

1. Please provide the following information about your client base:

Name of Company:	
Role of Company in proposed solution:	
Total number of clients where you have provided similar size ePayment Solutions.	
Total number of these clients <i>in production</i> where you implemented the same ePayment version being proposed	
Number of clients where you implemented the ePayment solution that is <i>in production</i> and serving an organization with an employee base greater than 250	
Number of public sector clients	

2. In the following table, please list any private sector references for whom you have provided implementation services for the proposed ePayment solution and are in production (add more lines to the table as needed):

Name of Organization	Current Version

3. Please provide at least one or as many as three relevant government references (with at least one *preferably* being a similarly-sized agency compared to Snohomish County) for your implementation services in the tables below:

Partner Reference #1

Customer name					
Reference/contact name					
Title					
Phone number					
Email address					
Mailing address					
Fax number					
Partner's Project Manager					
Customer type (e.g., County, private sector)	Customer Size	ePayment version originally installed	ePayment version in production	Installation date	Producti on date

Partner Reference #2

Customer name					
Reference/contact name					
Title					
Phone number					
Email address					
Mailing address					
Fax number					
Partner's Project Manager					
Customer type (e.g., County, private sector)	Customer Size	ePayment version originally installed	ePayment version in production	Installation date	Produc tion date

Partner Reference #3

Customer name					
Reference/contact name					
Title					
Phone number					
Email address					
Mailing address					
Fax number					
Partner's Project Manager					
Customer type (e.g., County, private sector)	Customer Size	ePayment version originally installed	ePayment version in production	Installation date	Produc tion date

Implementation Information

Form 5: Implementation Plan

Provide a an implementation plan for Snohomish County. The plan should include as many of the following elements as possible:

- Work Breakdown Structure with client and vendor labor hours
- Gantt chart showing beginning and end dates of all tasks
- Brief description of each task and its work products
- Description of each proposed deliverable
- Roles and Responsibilities Matrix, denoting client versus vendor responsibilities

Insert pages as needed to allow space for your Gantt chart and workplan.

Form 6: Training Summary

Please outline your proposed training approach. Please indicate whether or not reporting tools are covered in your standard training content. Also, please attach to your proposal sample training materials and documentation.

Maintenance and Support

Form 7: Maintenance and Support Offerings

Use this form to provide information about maintenance and support offerings.

Limit your response to this question to **Two (2) pages**.

1. Please describe the features of your maintenance and support plan.

2. Please complete the following table for your **proposed** support offering:

Where are support staff located?	
Is help desk support available?	
When is support available? (indicate XX AM – XX PM, in Pacific time and days of the week)	

3. What level of applications and system staff support is required to maintain this system on daily, weekly, monthly and annual basis?

Functional Proposal

Form 8: Detailed Functional Requirements

Evaluation Process for Vendor Proposals

For each Vendor proposal, Vendors must provide responses to each of the Functional and Technical Feature Requirements (Forms 8 and 12). Vendors must provide a separate narrative explanation for each requirement. Provide the narrative explanation for each requirement in the space below each requirement. **Full, direct, and substantive responses are required. Non-specific responses or omitted information will be considered non-responsive.**

Indicate how your solution best complies with each specific listed requirement.

- **Comply= C maximum score of 4/ Highly Desirables maximum score of 12**
The proposed solution will fully meet the requirement. It is a standard feature or function in the base application software.
- **Does not fully comply= D maximum score of 1/ Highly Desirables maximum score of 3**
The proposed solution does not fully comply with this requirement; the Vendor will not meet this requirement in its entirety. Vendor must explain if and how the proposed solution may meet the requirement.
- **Optional= O maximum score of 3/ Highly Desirables maximum score of 9**
The Vendor can meet this requirement by providing a unit of software or a software module that is separate from the base application software but designed for seamless integration with the base application. The unit of software or module must be included and clearly identified in Vendor's Cost Proposal.
- **Customize=CS maximum score of 2/ Highly Desirables maximum score of 6**
The requirement can be met by altering the proposed software to meet the requirements and specifications. Costs for customizing software must be included and clearly identified in Vendor's Cost Proposal. Vendor must also commit to completion of customization as part of the initial installation/ implementation.



	General Functional ePayment Requirements:
--	--

Transaction Processing:		
1.	Transactions are batched daily and summaries of the transactions are included in reports provided to Snohomish County. (HD) (Vendor Explanation Required, See Form 8A, Vendor Explanations for Functional Requirements).	
2.	End user, customer/ merchant, has the ability to pay multiple invoices in the same transaction. (HD) (Vendor Explanation Required, See Form 8A, Vendor Explanations for Functional Requirements).	
3	Provided that invoice data is made available to the vendor, the ePayment system will not allow partial payments to be accepted.	
4.	Provide and support payment kiosks in a lobby or other area of District Court (four divisions located in Snohomish County) which will allow customers to make payments.	
5.	Online and phone payment service 24 hours daily. (HD) (Vendor Explanation Required, See Form 8A, Vendor Explanations for Functional Requirements).	
6.	Ability for Snohomish County District Court (SCDC) or PDS to reverse a payment made in error via a merchant services website. (HD) (Vendor Explanation Required, See Form 8A, Vendor Explanations for Functional Requirements).	
7.	Compliance with the Durbin amendment to the Dodd/Frank Wall Street Reform Act; separate fee schedules for credit/debit transactions.	
8.	Ability to process credit and debit card transactions that do not require a Personal Identification Number (PIN) . Options available for all transaction methods (POS, internet, phone payments) (HD) (Vendor Explanation Required, See Form 8A, Vendor Explanations for Functional Requirements).	
9	ePayment should allow generic application-specific data. This data might include Customer name, id, property id, amount, payer name and address, case number, and court name, etc.	
10	The ePayment system should allow the application-specific data to be configurable by Snohomish County personnel.	
11	Snohomish County may have multiple accounts with the chosen payment vendor. The ePayment system will allow each account to have its own application-specific data.	
Reporting:		

12	Provide processing for multiple types of credit and debit cards (e.g. Visa, Mastercard, Discover, American Express)	
13.	Provide flexible reporting capability to allow Snohomish County departments to view and/or retrieve transaction data and history at will. (HD) (Vendor Explanation Required, See Form 8A, Vendor Explanations for Functional Requirements).	
14	Ability for select SnoCo users to create reports and assign permissions to execute reports electronically to appropriate departments within the county.	
15	Ability for system to execute and deliver reports electronically to appropriate departments within the county.	
16	Send appropriate departments within the County an electronic reminder that a report(s) are ready for viewing.	
17	Ensure unique terminal identification numbers are established for Snohomish County to identify the location processing transactions	
18	Provide at a minimum, daily, monthly, quarterly, Year to Date (YTD) and annual detail and summary reports. These reports must include: 1) Total transaction count by card type 2) Total transaction count by terminal ID and/or merchant ID 3) Total summary transaction count by card type, rolling up all terminal or merchant ID numbers 4) Daily settlement report by terminal ID and or merchant ID 5) Total transaction \$ by card type 6) Chargeback detail including amount, reason and terminal ID and totals 7) Mitigation fee codes (HD) (Vendor Explanation Required, See Form 8A, Vendor Explanations for Functional Requirements).	
19	Vendor will provide most recent SAS 70 report, including bonding information, and updates to the report as received. (HD) (Vendor Explanation Required, See Form 8A, Vendor Explanations for Functional Requirements).	
20	Vendor shall provide at least monthly finance reports of transactions.	
	Post Implementation Support:	
21	Vendor invoices must be created and sent to Snohomish County within 5 business days after the billing period ends or no later than the 6 th . day of each month. Electronic copies of the billing will be accepted as the mode of invoicing. (HD) (Vendor Explanation Required, See Form 8A, Vendor	

	Explanations for Functional Requirements).	
22	Provide marketing materials for these services (i.e.: pamphlets with internet and phone payment information, customer service hours) without cost to Snohomish County.	
23.	Vendor regularly undergoes independent ISO 27002 assessment.	
	Training:	
24	Vendor will provide system administration training to up to 5 Snohomish county employees for troubleshooting possible issues.	
25	Vendor will provide end user documentation for Snohomish County system administrators to conduct training of Snohomish County employees. (HD) (Vendor Explanation Required, See Form 8A, Vendor Explanations for Functional Requirements).	

Form 8A: Vendor Explanations for Highly Desirable Functional Requirements

**Vendor Response/ Explanation to Detailed Functional Requirements,
(See Form 8):**

To be considered, vendor proposals must provide a narrative explanation to the Functional Requirements identified in Form 8. Not every Requirement in Form 8 needs explanation, only those that are highlighted as (HD) Highly Desirable Functional Features, Vendor Explanation Required, See Form 8A,

The Requirements below are numerically set up by section to match the Requirements in Form 8.

Transaction Processing:

Item 1.

Item 2.

Item 5.

Item 6.

Item 8.

Reporting:

Item 13.

Item 18.

Item 19.

Item 21.

Training:

Item 25.

Technical Proposal

Form 10: Technical Features and Approach

Please address the following two general questions regarding your company's Internet and/or Electronic Payment Processing Services (ePayment Solution) software.

Please use additional pages if necessary. Clearly mark the questions and their respective response.

Describe your solutions security approach. Include a description of how it handles the management of access privileges.

The County may eventually need to interface this service with other systems. Please describe your firm's overall approach to developing and maintaining interfaces/ customizations.

Form 11: Technical Architecture

The County will be procuring the hardware for this project from existing contracts. Using the questions and tables in this form, please indicate the technical requirements for implementing your solution. Where the tables request recommended configurations, specify hardware capable of supporting performance and scalability requirements identified elsewhere in this RFP.

Limit your response to these questions:

1. Describe the recommended system architecture including test/staging environments. You may include a diagram if you wish.
2. Please complete the following table to describe the technologies used at various layers in your system, if applicable (e.g., development languages, support applications, etc.).

Layer	Technology
Application	
DBMS	
Middleware	
User Interface	
Other – please list	

3. Please acknowledge that the proposed solution complies with the following County standards.

Standard	Complies? [Y/N]
Runs under Windows 2003 Server or Windows 2008 Server	
Stores project data in Microsoft SQL 2005/ 2008 or Oracle database 10g/ 11g or port to SQL if necessary.	
Web Services, if integrated into the product must be provided by IIS 6.0 or greater. Also adheres to .NET framework 2.0 or greater.	
Runs under MS Hyper V R2	

4. Please complete the following table to specify any third-party software products that are required, other than database management software and operating systems (add copies of the table as necessary). In your response, indicate why the product is needed.

Other Software	Product Information
Software product	
Version number	
Reason for product	

5. Please complete the following table to specify any third-party hardware products that are required (add lines as necessary). In your response, indicate why the product is needed.

Other Hardware	Product Information

Manufacturer	
Hardware product	
Product model #	
Reason for product	

Form 12: Technical Requirements

General Technical ePayment Requirements:	
1.	The vendor solution accepts more detailed transaction details (such as payer name, etc.) to be pre-filled as default values for payment data entry. (HD) (Vendor Explanation Required, See Form 12A, Vendor Explanations for Functional Requirements).
2.	The vendor provides a test and development environment which may be accessed by the county after implementation for troubleshooting and future development. (HD) (Vendor Explanation Required, See Form 12A, Vendor Explanations for Functional Requirements).
3	ePayment system provides an interface unique to each department account. For example, the interface allows the department to configure application-specific data, and other account settings. This could be a common web interface, but a unique user id and password.
4	The ePayment interface will provide the ability to access a report of transactions for a specified period. This report will include application specific data, in a format that allows integration (ie: XML, CSV).
5.	Must have backup and recovery capabilities. (HD) (Vendor Explanation Required, See Form 12A, Vendor Explanations for Functional Requirements).
6.	Must be browser compliant with Internet Explorer, Chrome, Safari, Firefox, in all available versions. and Explorer 8
7.	Must use Application Programming Interface (API) for application and end user communication. (HD) (Vendor Explanation Required, See Form 12A, Vendor Explanations for Functional Requirements).
8.	The database must be accompanied with a data dictionary document that catalogs the organization, contents and conventions of the database associated with the application. The data dictionary must adhere to the standard framework for integration with middleware.
9.	The application must be accompanied with data models that describe the structure of the data in 6 different perspectives: contextual, logical, physical, data definition (configuration) and instantiation models
10.	Application must have a Data Access layer that presents access to underlying data.
11.	Any client side software installation must use Microsoft Windows Installer scripts with a one-click solution
12.	The application must be developed in consideration of the STRIDE security categories: Spoofing identity, Tampering, Repudiation,

	Information disclosure, Denial of service, Elevation of privilege.	
13.	Credentials to objects must be minimum necessary to satisfy the applications requirements; admin user access or Super User (SU) database roles are strictly forbidden. (HD) (Vendor Explanation Required, See Form 12A, Vendor Explanations for Functional Requirements).	
14.	The application must provide a threat model analysis	
15.	The application must provide a security model	
16.	The application must have capability to audit end user and system security actions for the client and server. (HD) (Vendor Explanation Required, See Form 12A, Vendor Explanations for Functional Requirements).	
17.	The application and data managed by the application must meet or exceed Level 1 Payment Card Industry (PCI) requirements. (HD) (Vendor Explanation Required, See Form 12A, Vendor Explanations for Functional Requirements).	
18.	Applications must have the ability to authenticate users via the Lightweight Directory Access Protocol (LDAP), Microsoft Active Directory (HD) (Vendor Explanation Required, See Form 12A, Vendor Explanations for Functional Requirements).	
19.	All audit logs can be monitored via Microsoft Systems Center Operations Manager	
20.	All updates to the application must be agreed upon by the vendor and Snohomish County District Court (SCDC), PDS, and DIS.	
	Hosted Solution Technical ePayment Requirements:	
21.	The application data is portable (can be exported and brought on premise of Snohomish County)	
22.	All security update schedules are defined and advertised to Snohomish County a minimum of 3 business days prior to the update. (HD) (Vendor Explanation Required, See Form 12A, Vendor Explanations for Functional Requirements).	
23.	All server updates are defined and advertised to Snohomish County a minimum of 3 business days prior to the update	
24.	All vendor new employees assigned to the Snohomish County account have background checks performed and their results provided to the Snohomish County staff liaison	
25.	Session state is managed in a standard fashion. (HD) (Vendor Explanation Required, See Form 12A, Vendor Explanations for Functional Requirements).	
26.	Authorized County staff are able to perform onsite visits to the successful vendor (s) facility	
27.	Vendor's must have a backup disaster recovery plan. (HD) (Vendor Explanation Required, See Form 12A, Vendor Explanations for Functional Requirements).	
28.	The system is able to work through web proxy.	
29	All system, security and application logs must be available for inspection	

Form 12A: Vendor Explanations for Highly Desirable Functional Requirements

**Vendor Response/ Explanation to Detailed Technical Requirements,
(See Form12):**

To be considered, vendor proposals must provide a narrative explanation to the Technical Requirements identified in Form 12. Not every Requirement in Form 12 needs explanation, only those that are highlighted as (HD) Highly Desirable Functional Features, Vendor Explanation Required, See Form 12A,

The Requirements below are numerically set up by section to match the Requirements in Form 12.

General Technical ePayment Requirements:

Item 1.

Item 2.

Item 5.

Item 7.

Item 13.

Item 16.

Item 17.

Item 18.

Hosted Solution:

Item 22.

Item 25.

Item 27.

Cost Proposal

Form 13: Cost Statement

Vendors’ proposals must include the comprehensive cost statement for the ePayment solution and presented on the following pages. All costs are to be contained in this statement.

For information technology acquisitions, the County’s typical payment terms are Net Thirty (30) days from receipt of invoice and acceptance of deliverables. The resulting contract with the successful vendor(s) will be based upon “Fixed-Price Deliverables”. For on-site work, travel and living expenses will be paid in accordance with the County’s Travel and Expense Policy #1211 (Appendix E). Also see County Finance Policy #1140 for Receipt of Electronic & Credit/Debit Card Payments (Appendix F).

1 COST STATEMENT

The following tables provide a standardized way of providing the County with cost data. To be competitive, vendors should offer costs based on the RFP requirements. All prices are to be in U.S. dollars and include all applicable taxes. (See Appendicies G and J, for estimated annual usage figures by dollar amount for the various permits and court transactions listed)

The table below describes the various routine transactions by both the PDS Department and District Court. Vendors are encouraged to use this table if applicable, or insert their own cost sheet that include the County payment types and tiered pricing structure. Include and clearly identify any fee differentials for debit card versus credit card payments.

Payment Types (ePayment Solution provider is responsible for payment of processing fees including credit card fees)	Convenience Fee, if any, (paid by resident/payer)
Permitting (All DCP/ DPW Permits) Average Bill Amount \$231.00 (Zoning Fees)	
ACHD Plumbing Permits Average Bill Amount \$100.00	
DCP-Subdivision of Lots Permits Average Bill Amount \$20.00	
BBI Permits and Licensing Average Bill Amount \$284.00	
PWSA Tap in Fees Average Bill Amount \$333.00	
\$5.00 Legal Financial Obligation paid by an offender	
\$100.00 Fax Filing Fee, paid by Law Office	
\$100.00 Legal Financial Obligation paid by an offender	
\$500.00 Legal Financial Obligation paid by a relative or offender	

PAYMENT TERMS

In the space that follows, please indicate your proposed payment terms for all costs outlined in your bid.

APPENDIX A: CERTIFICATIONS AND ASSURANCES

SNOHOMISH COUNTY

RFP-27-12

Automated Internet and/or Electronic Payment Processing Services (ePayment Solution), Enterprise Solution

We make the following certifications and assurances as a required element of the Response to which it is attached, understanding the truthfulness of the facts affirmed here and the continuing compliance with these requirements and all requirements of the Request for Proposal (RFP) are conditions precedent to the award or continuation of the related contract(s).

The prices and/or cost and/or service charges data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition.

The attached Response is a firm offer for a period of 180 calendar days following the Response Due Date specified in the RFP, and it may be accepted by Snohomish County, without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180-day period. In the case of protest, our Response will remain valid for 180 days or until the protest is resolved, whichever is later.

In preparing this Response, we have not been assisted by any current or former employee of Snohomish County whose duties relate (or did relate) to Snohomish County's RFP or prospective contract, or by any current or former employee of Snohomish County who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

We understand that Snohomish County will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of Snohomish County, and we claim no proprietary right to the ideas, writings, items, or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the RFP document.

We understand that any contract awarded as a result of this Response will incorporate all the RFP requirements. Submission of a response and execution of this Certifications and Assurances document certify Vendor's willingness to comply with the Pro Forma Contract terms and conditions appearing in Appendix C of the RFP, or substantially similar terms, if Vendor is selected as a Contractor. It is further understood that a Vendor-submitted Contract will not be considered as a replacement for the terms and conditions appearing in Appendix C of Snohomish County's RFP.

Signature

Vendor

Title

Date

APPENDIX B: CONFIDENTIALITY STATEMENT

SNOHOMISH COUNTY

RFP- 27-12

As an authorized representative and/or corporate officer of the company named below, I warrant that my company and its employees will neither disclose nor fail to keep secure any documents, diagrams, information, and information storage media made available by the Snohomish County Department of Information Services (DIS) for the purpose of responding to this procurement document or in conjunction with any contract arising there from. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by DIS or representatives of Snohomish County will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include the returned materials and a letter attesting to the complete return of materials, and document the destruction of copies and derivations. Failure to comply will subject this company to liability, both criminal and civil, including all damages to DIS and third parties. I authorize the DIS to inspect and verify the above.

I warrant that if my company is awarded the contract, the company will not enter into any agreements or discussions with a third party concerning such materials prior to receiving confirmation from the DIS that such third party has a confidentiality agreement with Snohomish County similar to this one.

Signature

Typed Name

Title

Date

Company Name

APPENDIX C: PRO FORMA CONTRACT

Enclosed is a Pro Forma Contract for the ePayment solution that will be used as the primary document for preparing a final agreement with the successful proposer(s). All proposers are advised to carefully read this Information Technology Agreement, and indicate any proposed changes, if applicable, in their proposals. Material changes to this document will be reviewed by the evaluation team to ensure compliance with the certification documents.

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**SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN SNOHOMISH COUNTY
AND _____**

THIS SOFTWARE LICENSE AND SERVICES AGREEMENT is made this _____ day of _____, 200_, by and between Snohomish County, a home rule charter county and a political subdivision of the State of Washington (the “County”) and _____ a _____-based firm, incorporated under the laws of the State of _____, and duly licensed to conduct business in Washington State (the “Contractor”).

1. Recitals

Whereas,

1.1 The County . . .

1.2 The Contractor has developed and owns certain proprietary software for use in _____. The County desires to obtain a license to use such software and have the Contractor develop certain modifications and enhancements for the County and provide ongoing support and maintenance services. The Contractor desires to license such software to the County and perform the services on the terms and conditions set forth herein.

Now therefore, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

2. Definitions

2.1 **Acceptance** of the System shall occur only when: (a) the Contractor has provided to the County all Deliverables required to be provided to the County; (b) the Contractor provides to the applicable County Project Manager a written notice stating that all Material Defects have been corrected; and (c) the County notifies the Contractor in writing that all acceptance testing for the System has been completed successfully in accordance with the Software Acceptance Plan and the terms of this Agreement. Nothing else, including payment for any portion of the System or the County’s use of the System, or any portion thereof, in a live, operational environment, shall constitute Acceptance (under contract law or the Uniform Commercial Code of the State of Washington) of any portion of the System.

2.2 **Critical Defect** means any Defect that (a) severely impacts the County’s ability to use the Software or the System or the Contractor’s ability to provide Services, or (b) has a significant financial impact on the County.

2.3 **Custom Software** means those Deliverables that are classified in Exhibit [x] as Custom Software, as well as the documentation related thereto; an exhaustive list of Custom Software is set forth in Exhibit [x]. Custom Software shall be considered Work Product.

2.4 **Defect** means (1) any failure of the Software to operate in accordance with the Documentation, Functional Specifications, or Performance Standards; and/or

(2) any failure of the Contractor to perform the Services in accordance with the Service Level Standards.

2.5 **Deliverable** means the Hardware, Software, Documentation, and Services to be delivered under this Agreement.

2.6 **Documentation** means collectively: (a) all of the written, printed, electronic, or other format materials published or otherwise made available by the Contractor that relate to the functional, operational, and/or performance capabilities of the System and/or any Software; (b) all user, operator, system administration, technical, support, and other manuals and all other written, printed, electronic, or other format materials published or otherwise made available by the Contractor that describe the functional, operational, and/or performance capabilities of the System and/or any Software, including but not limited to the Functional Specifications and Software Acceptance Plan; and (c) any other Deliverable that is not Hardware or Software. Documentation shall not include Source Code.

2.7 **Functional Specifications** shall mean those specifications to which the Software and the System shall conform as set forth Exhibit [x].

2.8 **Hardware** means those Deliverables that are classified in Exhibit [x] as Hardware, as well as the documentation furnished therewith in the normal course of business; an exhaustive list of Hardware is set forth in Exhibit [x]

2.9 **License(s)** shall mean any license or licenses granted by the Contractor to the County under this Agreement.

2.10 **Material Defect** means Critical Defect and/or Medium Defects.

2.11 **Medium Defect** means any Defect that adversely affects the County's ability to use the Software or the System or the Contractor's ability to provide services, even if an alternative temporary solution or workaround acceptable to County may be accomplished.

2.12 **Object Code** shall mean the binary machine-readable version of the Software.

2.13 **Performance Standards** means, collectively the warranties and performance standards set forth in Section [11.3] and Exhibit [x].

2.14 **Regulatory Requirements** mean [insert if applicable or delete].

2.15 **Services** means, individually or collectively, all installation, implementation, integration, testing, development, conversion, training, consulting, Support and Maintenance Services, and any other professional or other services that may be provided by the Contractor to the County under this Agreement.

2.16 **Service Level Standards** means the service level standards set forth in Section [11.4] and Exhibit [x].

2.17 **Site** shall mean the County's facilities in Snohomish County, Washington.

2.18 **Software** means the aggregate of the Standard Software and the Custom Software; all upgrades, maintenance releases, bug fixes or patches, and other modifications or additional provided under this Agreement.

2.19 **Software [or System] Acceptance Plan** shall mean that plan set forth in Exhibit [x].

2.20 **"Source Code"** means computer software in the form of source statements for the Software (excluding all Third Party Software) including, without limitation, all software in the form of electronic and printed human-readable, mnemonic or English-like program listings, including printed and on-line descriptions of the design of such software including, without limitation, data definition models, indices, structure tables, system flow charts, program flow charts, defined terms, file layouts, program narratives, global documentation (including global variables) and program listings.

2.21 **Standard Software** means those Deliverables that are classified, in Exhibit [x] as Standard Software, as well as the documentation furnished therewith by the Contractor or its subcontractors in the normal course of business; an exhaustive list of the Standard Software is set forth in Exhibit [x].

2.22 **System** means the Deliverables to be installed and integrated so as to be operational at the County Site.

2.23 **Warranty Period** means the period commencing upon Acceptance and continuing for z (z) [years/months].

2.24 **Work Product** means all products, devices, computer programs, techniques, know-how, algorithms, procedures, discoveries or inventions, and all materials, texts, drawings, specifications, source code and other recorded information, in preliminary or final form and on any media whatsoever, that are conceived, reduced to practice, developed, discovered, authored, designed, programmed, invented or otherwise created or made by Contractor (whether solely or jointly with others) in connection with or as a result of its performance of the Services.

3. **Scope of This Agreement.**

3.1 **Scope.** This Agreement defines the terms and conditions under which the Contractor will design, develop, integrate, deliver, install, train, and support the Software and other Deliverables.

3.2 **Turn-key Basis.** The parties acknowledge that the performance by the Contractor of its obligations under this Agreement is to be done on a "turn-key" basis." This expression is understood to mean that the Contractor is fully responsible, pursuant to the terms and conditions of this Agreement, for the delivery of the Deliverables in full conformity with the terms and conditions hereof, and that the Deliverables shall function in conformity with the performance criteria stipulated herein upon delivery, upon Acceptance of the System, throughout the

Warranty Period, and throughout the term of the ongoing Support and Maintenance Services.

4. **Software and Services.**

4.1 **License Grant.** The Contractor hereby grants the County a nonexclusive, nontransferable and perpetual license to use the Software and Documentation.

4.2 **Work Product.**

4.2.1 **Ownership.** The County will be the exclusive owner of all Work Product. To the extent permitted under the U.S. Copyright Act (17 USC §101 et seq., and any successor statute thereto), Work Product will constitute “works made for hire,” and the ownership of such Work Product will vest in the County at the time they are created. In any event, Contractor hereby assigns and transfers to the County , without separate compensation, all right, title and interest that the Contractor may now or hereafter have in the Work Product, including, without limitation, all copyright, trademark, trade secret, patent and other intellectual property and proprietary rights (collectively, “Intellectual Property Rights”) therein. To the maximum extent allowed, the Contractor hereby irrevocably and unconditionally waives, in perpetuity, any rights it may have with respect to the Work Product under any law relating to “the moral rights of authors” or any similar law throughout the world. The Contractor will promptly disclose to the County all Work Product.

4.2.2 **Non-Employees.** If any individual or entity who is not a direct employee of Contractor performs or otherwise participates in any Services, Contractor will obtain from such non-employee a legally binding, written assignment sufficient to transfer to the County all of the non-employee’s rights, title and interest in and to the Work Product. Upon the County’s request, Contractor will provide the County with copies of all such assignments.

4.2.3 **Further Acts.** Contractor, its employees, agents, subcontractors and affiliates, will take such action as the County reasonably may request to evidence, transfer, vest or confirm the County’s right, title and interest in the Work Product.

4.2.4 **Use.** Except as required for Contractor’s performance of the Services or as authorized in writing by the County, Contractor will not use, disclose, publish or distribute any Work Product. Contractor will hold all Work Product in trust for the County and will deliver them to the County upon request and in any event upon the expiration or termination of this Agreement.

4.3 **Reverse Engineering.** Except as expressly provided in this Agreement, the County shall not translate, reverse engineer, decompile, recompile, update, or modify all or any part of the Software or merge the Software into any other software.

4.4 **Service Level Standards.** The Contractor shall provide the Software and Services according to the performance criteria and Service Level Standards set forth in Exhibit [x].

4.5 **Service Level Credits.** In the event that the Contractor fails to meet the Service Level Standards, the County shall be entitled to receive from the Contractor service level credits (“Service Level Credits”), which shall be in the amounts and according to the terms set forth in Exhibit [x]. The County shall have the right to set off any undisputed amounts owed to the Contractor against any Service Level Credits assessed by the County against the Contractor.

4.6 **Liquidated Damages.**

4.6.1 For each day after the date fixed for Acceptance of the Software [and the System] that the Software [or the System] do[es] not meet the Software Acceptance Plan, the Contractor shall pay the County the sum of \$[x.xx] per day fixed and agreed as liquidated damages, but not as a penalty. The Contractor authorizes the County to deduct such liquidated damages from the amount due, or to become due, under the Agreement. The Contractor further agrees that any such deduction shall not in any degree release the Contractor from further obligation and liabilities in regard to the fulfillment of the entire Agreement.

4.6.2 Notwithstanding the foregoing, liquidated damages shall not be charged when the delay in meeting the Software Acceptance Plan is due to a force majeure delay or when the County causes the delay.

4.6.3 Liquidated damages shall not exceed \$[x.xx]. In the event that the maximum amount of liquidated damages is reached, the County shall have the right, but not the obligation, to terminate the Agreement under the provisions of Section [5].

5. **Term of Agreement**

5.1 **Term of Agreement.** The initial term of the Agreement shall commence upon execution and continue for x (x) year(s) from the date of Acceptance of the System, and may be extended by the County for y (y) additional one (1) year option terms by providing written notice subject to termination as provided in this Agreement.

5.1.1 The Warranty Period begins at Acceptance for a period of z (z) [years/months], and thereafter ongoing Support and Maintenance Services shall continue throughout the term of the Agreement.

5.1.2 The maximum term for this Agreement, consisting of the initial term and all option term(s), is xx (xx) years from Acceptance unless extended by written agreement signed by all parties.

5.1.3 Notwithstanding termination of this Agreement for any reason, the Software License granted in this Agreement shall be perpetual.

5.2 **Termination.**

5.2.1 **Termination for Default.** If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes

insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may terminate the Agreement if the Contractor has not cured following a thirty (30) day written notice to the Contractor sent certified mail, return receipt requested. If the Agreement is terminated for default, the County may obtain performance of the work elsewhere, and the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. The Contractor shall only be paid for work delivered and accepted, or work performed in accordance with the manner of performance set forth in the Agreement less any extra cost or damages to the County caused by or arising from such default(s), which shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any reasonable extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default. The termination of this Agreement for default shall in no way relieve the Contractor from any of its obligations under this Agreement.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued as a Termination for Convenience.

5.2.2 **Termination for Convenience.** The County for its convenience may terminate this Agreement, in whole or in part, at any time by providing written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination, and except as directed by the County, the Contractor shall immediately stop work as directed in the notice, and comply with all other requirements in the notice. Whenever the Agreement is terminated for convenience, the Contractor shall be entitled to payment for actual work satisfactorily performed up to the date of termination at unit contract prices for completed items of work and an equitable portion thereof for partially completed items, but shall not be entitled to payment for loss of anticipated profit on deleted or uncompleted work. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to determine reasonableness and compliance with the Agreement, applicable laws and regulations.

5.2.3 **Termination for Non-Appropriation.** In the event that sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County may terminate this contract as a matter of public convenience as provided herein. The County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, provided

the County provides the Contractor written notice prior to the end of the current fiscal period that non-allocation of funds is probable and provides a Notice of Termination within 14 days after the end of the fiscal period.

5.2.4 **Effect of Termination.** The termination of this Agreement shall not affect the accrued rights of the County under any other section or paragraph of this Agreement or limit the rights and remedies of the County hereunder in any manner.

6. **Acceptance Testing.**

6.1 Within ____ (__) days of the Contractor providing notice to the County that the System has been installed and County personnel have been trained in accordance with the Agreement, the County shall begin the acceptance testing process at the County Site according to the Software Acceptance Plan.

6.2 The acceptance testing shall include thirty (30) days of continuous operation of the System without Material Defect in accordance with all Functional Specifications, Performance Standards, and Documentation in the County's fully implemented production environment.

6.3 If the County Accepts the Work, the County will send a notice of Acceptance to the Contractor.

6.4 If County determines that the Work is not acceptable, the County shall notify the Contractor in writing, describing the deficiencies.

6.5 The Contractor shall either provide a detailed, written plan to achieve Acceptance or to make corrections or replacements within a mutually agreed upon time with no charge to the County. The parties shall mutually agree on a start date for beginning another Acceptance testing period.

6.6 Another thirty (30) Day successful operation period shall follow any corrections or replacements. A third or additional Acceptance testing period may occur if mutually agreed to by the parties.

6.7 If the County Accepts the System following a second or subsequent Acceptance testing period, the County will send a notice of Acceptance to the Contractor.

6.8 If the Contractor does not correct or replace the unacceptable aspects of the System, the County may declare a breach of the Agreement.

7. **Price and Payment.**

7.1 The County shall pay the Contractor _____ (\$x.xx) for the Deliverables required to be provided by the Contractor through the end of the Warranty Period as stated in the schedule of payments described in Exhibit [x]. Annual recurring charges for Support and Maintenance Services in years __ through __ shall not exceed _____ (\$x.xx) per year or a total of _____ \$(x.xx).

7.2 Where the Contractor requires payments by Snohomish County, payment shall be based upon billings, supported by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit [x], or approved in writing in advance by the official executing this Agreement for Snohomish County, (hereinafter referred to as the "Contracting Officer"), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

7.3 The County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly in arrears, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit [x]. Payment shall be made on a Net Thirty (30) Day basis. This is a "Fixed-Price" contract based upon the Deliverables identified in Exhibit [x].

7.4 **Dispute.** Should the County dispute any of the charges on its monthly invoice, it shall notify Contractor of such disputed charges in writing. The notice shall set forth all details concerning the disputed charges and reasons for the dispute. The Contractor and the County shall attempt in good faith to resolve any objection to the invoiced amount prior to the payment due date. If agreement cannot be resolved prior to the payment due date, the County shall pay the invoiced amount minus the disputed amount on the due date of original invoice. If the dispute is subsequently resolved in favor of the Contractor, the Contractor shall re-invoice the disputed amount owed then, including interest at the annual rate of one percent (1%) from the original due date, and the County shall pay all amounts agreed or found to be owing to the Contractor within thirty (30) days of the date of the reissued invoice.

8. **Support Services.**

8.1 Training Services. [insert]

8.2 Installation Services. [insert]

8.3 Hardware and Software Support and Maintenance Services. [insert]

9. **Confidentiality and Public Disclosure.**

9.1 **Confidential Data.** The Contractor acknowledges that it may be provided access to confidential data of the County that is not subject to public disclosure pursuant to Washington State RCW Chapter 42.56 (the Public Disclosure Act). The Contractor shall use its best efforts: (1) not to, at any time, disclose or disseminate confidential data provided by the County to the Contractor to any other person, firm, organization, or employee who does not need to obtain access thereto consistent with the Contractor's obligations under this Agreement; (2) not to disclose or disseminate such confidential data to any third party not affiliated with this Agreement or for any purpose not required by the Agreement; and (3) to ensure that all persons working for the Contractor, or provided access to the County's data for any reason, protect the County's confidential data against unauthorized use, dissemination, or disclosure. The Contractor's obligations under this section shall

not apply to any information that is or becomes available without restriction to the general public by acts attributable to the County or its employees.

9.2 **Public Disclosure.** In the event that the County receives a request pursuant to the Public Records Act to disclose the Contractor's proprietary software, software documentation, or other information identified by the Contractor in writing as confidential, the County's sole obligations shall be to: 1) notify the Contractor and 2) refrain from disclosing such records for a period of up to ten business days to allow the Contractor an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. The County will not withhold requested records beyond the ten business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Records Act. The County may but shall not be required to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that the Contractor initiates legal proceedings, or the County initiates legal proceedings or withholds requested records at the Contractor's request, the Contractor shall indemnify and hold the County harmless against all loss, cost, and expense, including reasonable attorney's fees, relating to the proceedings and/or withholding of the records. The County shall not be liable to the Contractor for any loss, cost or expense relating to disclosure of requested records if the Contractor fails to obtain legal protection against disclosure and the County releases the records in good faith.

9.3 Contractor shall indemnify and hold harmless the County, its officials, agents and employees from all loss or expense, including, but not limited to settlements, judgments, set-offs, attorneys' fees and costs resulting from Contractor's breach of this provision.

10. **Reproduction of Documentation and Object Code**

10.1 **Documentation.** The County has the right, at no additional charge, to reproduce solely for its own internal use, all Documentation furnished by the Contractor pursuant to this Agreement regardless of whether such Documentation is copyrighted by the Contractor. All copies of Documentation made by the County shall include any proprietary notice or stamp that has been affixed by the Contractor. Contractor shall furnish for each license purchased by the County, and at no additional charge to Customer, one (1) copy of the documentation sufficient to enable the County to operate the Software. All documentation shall be in the English language.

10.2 **Object Code.** The County may reproduce one copy of the Object Code, at no additional charge, solely for back-up or archival purposes.

11. **Warranty Provisions.** Unless otherwise extended or limited, the warranties and commitments contained in this Section shall remain in full force and effect throughout the term of this Agreement.

11.1 **General Warranties.** Contractor warrants that it owns all rights, title, and interest in and to the Software, or that in the case of any third party software that it has the right to grant a sublicense to use such third party software, that all Software shall conform to the Functional Specifications and Documentation, and that the Software and Services shall be free from material defects in workmanship and

materials. This warranty coverage shall include any modifications made to the Software by the Contractor and shall survive the expiration or termination of this Agreement.

11.2 **System.** The Contractor represents and warrants to the County that the System shall function without Defect in accordance with the applicable Specifications, Performance Standards, and Documentation.

11.3 **Software Performance.** Contractor represents and warrants to the County that the Software or System, as applicable, shall meet the Performance Standards set forth in Exhibit [x], including the maximum response times and availability. The Contractor shall correct any failure of the applicable Software and/or System to operate in accordance with the performance warranties set forth in this Section by providing all additional software, equipment, and/or services to the County at no additional cost to the County. In the event that the Contractor is unable to correct such failure within a forty-eight (48) hour period [an event of “Default” shall be deemed to have occurred.] **OR** [the County shall receive from the Contractor credits in the amounts set forth in Exhibit [x]]. In the event the Contractor is unable to correct such failure within thirty (30) calendar days, an Event of Default shall be deemed to have occurred.]

11.4 **Services.** The Contractor represents and warrants to the County that it shall perform the Services and provide the Deliverables required by this Agreement in a workmanlike manner, in accordance with the standards of care and diligence and the level of skill, knowledge, and judgment normally practiced by nationally recognized information technology services firms in performing services of a similar nature, provided, however, that where this Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance. Further, the Contractor represents, warrants, and covenants that it shall provide the Services or create any Deliverables using only proven current technology or methods unless otherwise mutually agreed by the parties [in a particular statement of work or Exhibit].

11.5 **Documentation.** The Contractor represents and warrants to the County that it has provided to the County all Documentation for the Software and the System and that such Documentation is detailed and complete and accurately describes the functional and operational characteristics of the Software and the System. The Contractor further represents and warrants that it will provide to the County updated versions of all such Documentation when it provides updates and other required Maintenance Services and that all such updated Documentation will be complete and accurate and will be at least as detailed as the Documentation issued to the County with the initial version of the Software and the System. The warranty and commitments contained in this Section shall remain in full force and effect for as long as Company continues to receive Support and Maintenance Services from the Contractor.

11.6 **Compatibility.** Contractor warrants that the Software will be compatible with the County’s technical environment, including hardware, operating system(s), software application(s), CPU’s, and networks specified by the County in [Exhibit [x]/the applicable Request for Proposal].

11.7 Future Compatibility. Contractor warrants that all updates, upgrades, and revisions to the Software furnished hereunder will be implemented in such a manner as to maintain backward compatibility with the previous version or release of the Software furnished under the Agreement, so that such previous versions or releases shall continue to be operable with the Software as updated, upgraded, or revised, in materially the same manner and with materially equivalent performance. Without limiting the foregoing, Contractor further warrants that future Support, Maintenance and other Services will not degrade the Software, cause a breach of any other warranty, or require the County to purchase new or additional hardware or software for continued operation of the Software or the System.

11.8 Software Obsolescence. The Contractor acknowledges that the County is making a significant resource commitment in order to acquire the Software and that the County does not want to move involuntarily to a new system *[at a later date OR prior to a specified date]*. Having acknowledged the foregoing, the Contractor represents and warrants to the County that it will continue to enhance the Software (meaning adding new features and functionality, in addition to ordinary course defect corrections), as long as the County continues to receive Maintenance and Support Services from the Contractor.

11.9 Latest Versions. Contractor warrants that all Software as delivered will be the most current release or version that the Contractor has made commercially available to its customers, unless the County, after being advised by the Contractor of the availability of a newer release or version, expressly elects to acquire and deploy and older one.

11.10 Virus Warranty. The Contractor warrants that the Software does not contain any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), that could damage, destroy, or alter any computer program, firmware, or hardware or which could, in any manner, reveal damage, destroy, or alter any data or other information accessed through or processed by the Software in any manner. The Contractor shall immediately advise the County, in writing, upon reasonable suspicion or actual knowledge that the Software may result in the harm described above. The Contractor shall indemnify and hold the County harmless from any damage resulting from the harm described above. This warranty shall survive the expiration or termination of this Agreement.

11.11 Disabling or Restrictive Code. Without limiting any other provision to the Agreement, the Contractor warrants that the Software does not contain and the Contractor will not introduce any code, date block, time-bomb, Trojan horse, encrypted software keys, back door, or remote disabling function that may restrict the County's use of or access to the Software or the System or related data or equipment. The Contractor understands and agrees that the County's inability to use the Software or System or its related data or equipment will cause substantial injury or harm to the public health or safety or grave harm to the public interest substantially affecting third persons. No limitation of liability, whether contractual or statutory, shall apply to a breach of this warranty. This warranty shall survive the expiration or termination of this Agreement.

11.12 **Media.** Contractor warrants that through the period ending 90 days from the date of Acceptance that the media used to store and deliver the Software to the Customer shall be free from defects in manufacture and material. Should the media fail to be free of defects in manufacture or material during the warranty period, the Contractor shall replace the defective media. Defective media shipped to the Contractor with a shipping date within the warranty period will be replaced at no charge including shipping.

11.13 **Intellectual Property.** The Contractor represents and warrants to the County that the County's use of the Software does not and shall not infringe upon any United States or Canadian patent, trademark, copyright, trade secret or other intellectual property, or proprietary right of any third party, and there is currently no actual or threatened suit against the Contractor by any third party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

11.14 **Third Party Warranties and Indemnities.** For any third party Software provided by the Contractor to the County, Contractor hereby assigns to the County all end-user warranties and indemnities relating to such third party Software. To the extent that the Contractor is not permitted to assign any of such end-user warranties and indemnities through to the County, the Contractor shall enforce such warranties and indemnities on behalf of the County to the extent the Contractor is permitted to do so under the terms of the applicable third party agreements. This warranty shall survive the expiration or termination of this Agreement.

11.15 **Authority.** Each party represents and warrants to the other that it has the right to enter into this Agreement. Contractor further represents and warrants that there are no outstanding assignments, grants, licenses, encumbrances, obligations, or agreements (whether written oral or implied) that are inconsistent with this Agreement and the rights granted or transferred herein. This warranty shall survive the expiration or termination of this Agreement.

11.16 **Privacy.** Contractor acknowledges that the County data may contain personal data, health data, and/or medical records data, the use of which data is subject to various Privacy Laws, including all state, federal, and international laws and regulations and state, federal, and national government agency orders and decrees to which the County may be subject ("Privacy Laws"), as well as certain restrictions imposed on the County data by the data subjects or other third party data providers. The Contractor agrees to strictly abide by all such restrictions pertaining to the County data, as they are promulgated and applied, currently and in the future. Furthermore, Contractor shall in good faith execute any and all agreements that the County is required to have the Contractor execute in order that the County may comply with any Privacy Laws. If the Contractor's use (whether directly or indirectly) of the County data is contrary to any Privacy Law, or contrary to any of the restrictions set forth in this Agreement, the County shall have the right to: i) terminate this Agreement for cause if such breach has not been cured within five (5) days of receipt by the Contractor of written notice, and ii) pursue any other legal and equitable remedies.

11.17 **Regulatory Requirements.** [if applicable] Contractor represents and warrants to the County that the Software meets and satisfies all Regulatory Requirements. Contractor further warrants that the Contractor, its employees, agents, and subcontractors shall comply with the Regulatory Requirements.

12. **Indemnification.**

12.1 **General Indemnification.** The Contractor shall hold harmless from and indemnify the County, its elected and appointed officials, employees, and agents, against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property of any person or party and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of the performance of this Agreement or any act, error or omission of the Contractor, Contractor's employees, agents, or subcontractors, whether by negligence or otherwise; provided, that if the claims for damages arise out of bodily injury to persons or damage to property and caused by or result from the concurrent negligence: (a) of the County and its elected or appointed officials, employees, or agents, and (b) the Contractor and its agents, employees, or subcontractors, the hold harmless and indemnity provisions of this Agreement shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, employees, or subcontractors. The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and any similar law of any other jurisdiction, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

12.2 **Patent and Other Proprietary Rights Indemnification.**

12.2.1 **Indemnification.** Contractor will indemnify and hold the County harmless from and against any and all claims, losses, liability, damages, costs, and expenses (including attorney's fees, expert witness fees, and court costs) directly or indirectly arising from or related to any actual or alleged infringement (including contributory infringement), misappropriation, or violation of any third party's patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights of any nature in any jurisdiction in the world, resulting from the use of the Software by the County. If the County's continued use of the Software is restricted or prohibited as a result of any such infringement, misappropriation, or violation of third party rights, the Contractor shall, at the County's option and at no charge to the County, and in addition to the County's other rights and remedies, (a) secure for the County the right to continue using the Software as allowed under

this Agreement, (b) modify or replace the infringing components of the Software so that they are non-infringing with no loss or degradation of features, functionality, or performance, or (c) refund to the County all amounts paid by the County for the Software.

- 12.2.2 **Exclusions.** Notwithstanding the foregoing, the Contractor will not be obligated to indemnify the County to the extent that an infringement or misappropriation claim is based upon (i) use of the Software in breach of this Agreement, if such infringement or misappropriation would not have occurred but for such breach; (ii) use of the Software in combination with other products not supplied or recommended by the Contractor or specified by the Contractor as being compatible with the Software, if such infringement or misappropriation would not have occurred but for such combined use; (iii) use of any release of the Software other than the most current release made available to the County, if the most current release was furnished to the County specifically to avoid such infringement or misappropriation and if such infringement or misappropriation would have been avoided by use of the most current release; or (iv) any modification of the Software made by the County (other than at the Contractor's direction), if such infringement or misappropriation would not have occurred but for such modification.

13. **Insurance.**

13.1 **No Limitation.** Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by insurance or to limit the County's recourse to any remedy available at law or in equity, except to the extent of actual defense, indemnification, and payment to the County under the terms of a required insurance policy.

13.2 **Minimum Scope of Insurance and Limits.** The Contractor shall obtain and maintain continuously and for the duration of the Agreement, and for three years following termination, the following insurance:

- 13.2.1 *Commercial General Liability Insurance* with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and endorsed to include Snohomish County, its officers, elected officials, agents, and employees as an additional insured with respect to the work performed for the County. Insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage.
- 13.2.2 *Workers' Compensation Coverage* as required by the Industrial Insurance laws of the State of Washington. The Contractor's obligation shall extend to itself and any subcontractors working on behalf of the Contractor and must be obtained before performing any work under the Agreement. The County will not be responsible for payment of workers' compensation premiums or for any other claim or benefit for the Contractor, its employees, consultants, or subcontractor that might arise under the Washington State Industrial Insurance laws.

13.2.3 *Professional Technical Liability* insurance appropriate to the Contractor's profession with limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall have a retroactive date prior to or coincident with the date of the Agreement, and the Contractor shall maintain coverage for the duration of the Agreement and for three years following termination of the Agreement.

13.3 Other Insurance Provisions. The required Commercial General Liability Insurance and Professional Technical Liability policies shall meet the following requirements:

13.3.1 The Contractor's insurance coverage shall be placed with insurance carriers licensed to do business in the state of Washington with a current A.M. Best rating of not less than A:VII.

13.3.2 The Contractor's insurance coverage shall be primary insurance with respect to the County. Any insurance or self-insurance coverage maintained by the County shall be excess of the Contractor's insurance and shall not contribute with it. The County reserves the right to receive a certified copy of required insurance policies and to approve any deductible.

13.3.3 The Contractor's insurance shall be endorsed to state that the insurer shall provide at least thirty days prior written notice by certified mail, return receipt requested, of any impending cancellation, non-renewal, expiration, or reduction in coverage.

13.3.4 Contractor shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. The County reserves the right to receive a certified copy of required insurance policies and to approve any deductible.

14. Obligations that Survive Termination. [make sure this list is complete and provide section titles to make sure no mistakes if provisions are added or deleted] In addition to any other specific provisions that so state, the parties recognize and agree that their obligations under Sections 7 (Price and Payment), 9 (Confidentiality and Public Disclosure), 12 (Indemnification), 16 (Assignment and Transfer), 17 (Independent Contractor), 19 (Compliance with Laws), 21 (Governing Law and Venue), 22 (Applicability of Uniform Commercial Code), 23 (No Waiver), 26 (Covenant of Good Faith), 28 (Third Party Beneficiaries), 29 (No Construction Against Drafter), and 31 (Records) of this Agreement survive the cancellation, termination, or expiration of this Agreement.

15. Amendments. No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by authorized representatives of both parties.

16. Assignment and Transfer. No party may assign, delegate, or otherwise transfer of any rights or obligations under this Agreement without the prior written consent of the other party, which may be granted or withheld in the other party's sole discretion. In the event that Contractor assigns, or otherwise transfers this Agreement, or any part hereof, or delegates any of its duties hereunder to any Third Party or Affiliate and, within eighteen

(18) months after such transfer, the County, in its sole discretion, is not satisfied with the level of service provided under this Agreement, the County shall have the right to terminate this Agreement for convenience and transition to a new vendor. All Services provided by Contractor's transferee during the Transition Period shall be provided at no cost.

17. **Independent Contractor.** All work performed by the Contractor in connection with the Software and/or Services described in this Agreement shall be performed by the Contractor as an independent contractor and not as the agent or employee of the County. All persons furnished by the Contractor shall be for all purposes solely Contractor's employees or agents and shall not be deemed to be employees of the County for any purpose whatsoever. The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing Services under this Agreement and shall prescribe and control the means and methods of performing such Services by providing adequate and proper supervision. The Contractor shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, such as employment, Social Security, and other payroll taxes including applicable contributions from such persons when required by law.

18. **Acceptance and Removal of Contractor Personnel and Subcontractors.** All Contractor personnel, representatives, agents and subcontractors assigned to perform Services hereunder will be subject to acceptance by the County in the County's sole discretion. Services will be performed at a location specified by the County. The County in its discretion may request removal of any Contractor personnel, representative, agents or subcontractor providing Services hereunder, and Contractor will remove said personnel or subcontractor in accordance with each such request. The County may immediately remove any Contractor personnel, representative, agents or subcontractor in the County's sole discretion. Contractor will manage the transition of replacement personnel or subcontractor to minimize impact on any given project. Contractor may not subcontract the Services or any portion of the Services under this Agreement to any third party (including any independent contractor) without the prior written consent of the County, which consent may be withheld in the County's sole discretion. If the County consents to the use of a subcontractor, then (a) Contractor guarantees the subcontractor's performance, (b) Contractor remains obligated under this Agreement for the performance of the subcontracted Services, (c) Contractor must enter into a written agreement with the subcontractor obligating the subcontractor to comply with Contractor's obligations under this Agreement, and (d) the County has no obligations under this Agreement to the subcontractor and the subcontractor has no rights or remedies against the County under this Agreement or otherwise. Contractor may not impose on the County a surcharge for any subcontractor fees

19. **Compliance with Laws.** The Contractor each shall with all applicable federal, state, county and local laws, ordinances, regulations, and codes including, but not limited to, it's obligations as an employer with regard to the health, safety, and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections in the Contractor's performance of this Agreement.

20. **Security, Access, and Safety Requirements.** The Contractor shall instruct its employees, agents, and subcontractors that they shall comply with the County's security, access, and safety requirements for the protection of the County's facilities and employees while on the County's premises.

21. **Governing Law and Venue.** The validity, construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Washington, except as to its principals of conflicts of laws, and the parties hereto irrevocably submit to the exclusive venue of the Superior Court, Snohomish County, Washington to resolve any disputes arising hereunder or related hereto, except that the County may waive the exclusive venue provision and submit a dispute to any state superior court or federal district court of competent jurisdiction in the State of Washington.

22. **Applicability of Uniform Commercial Code.** To the extent this Agreement entails the delivery of Software or Software Products, such Software or Software Products, shall be deemed “goods” within the meaning of Article 2 of the Uniform Commercial Code, Title 62A RCW, except when deeming services as “goods” would cause an unreasonable result. This Agreement shall control where there is a conflict with the UCC.

23. **No Waiver.** No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Agreement, nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically provided in writing and signed by an authorized representative of the County..

24. **Force Majeure.** Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, civil or military authority, act of God, or other similar causes beyond its control. If any party is rendered unable, wholly or in part, by such a force majeure event to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Agreement, including Termination for Default. Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor’s customers, the County shall receive no less priority in respect to such allocation than any of the Contractor’s other customers.

25. **Disaster Recovery [if applicable].** Contractor represents and warrants to the County that the Contractor has a County specific disaster and recovery plan (“Disaster and Recovery Plan”) designed to safeguard the County’s Customer's data and data processing capabilities and the Contractor’s ongoing ability to perform its obligations under this Agreement in the event of a disaster affecting: (a) Contractor’s Host Site; and/or (b) the County. The Contractor further represents and warrants to Customer that the plan complies with all applicable industry standards and regulations (including AICPA requirements) and includes, without limitation, the following:

(a) County Hot Site. The Contractor will provide the County with the software and related materials for the County to run an independent disaster recovery facility. The Contractor also shall test concurrently, on at least an annual basis, the "Hot Site" arrangements of the County or, alternatively, the Contractor shall provide the disaster recovery services using its own Hot Site.

(b) County Cold Site. The Contractor shall maintain a contract or otherwise provide for a "Cold Site" disaster recovery arrangement, which Cold Site will provide sufficient capacity to restore one hundred percent (100%) of the Contractor's processing services within one (1) hour of the declaration of a disaster.

(c) Costs. Costs for implementing the Disaster and Recovery Plan shall be limited to actually incurred services costs related to tape generation, tape media charges, shipping and other services authorized by the County at the rates disclosed in Exhibit [x].

26. **Covenant of Good Faith.** Each party agrees that, in its respective dealings with the other party under or in connection with this Agreement, it shall act in good faith.

27. **Time is of the Essence.** The parties acknowledge that the performance by the Contractor and the County of their obligations hereunder is to be done on a "time is of the essence" basis. This expression is understood to mean that the Contractor and the County are to deliver their respective Deliverables no later than the delivery dates therefore and that any delay in connection therewith will cause the other party damage; it is for this reason that the parties have agreed, pursuant to Section [4.5], that liquidated damages will be imposed if delays are experienced.

28. **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the County and the Contractor. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this Agreement. The foregoing notwithstanding, the Parties acknowledge and agree that [list exception] is the intended third-party beneficiary of this Agreement and, as such, [list exception] is entitled, subject to the terms and conditions of this Agreement, to all remedies entitled to third-party beneficiaries under law.

29. **No Construction against Drafter.** The parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

30. **Notices.** All notices, demands, or other communications herein provided to be given or that may be given by any party to the other under this Agreement shall be deemed to have been duly given when made in writing and delivered in person or upon the date of recorded receipt if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, as follows:

Snohomish County:

[Customer]:

or to such address as the parties may provide by notice to each other from time to time.

31. **Access to Books and Records.** The Contractor agrees that an authorized representative of the County shall, upon reasonable notice, have access to and the right to examine any pertinent books and records of the Contractor related to the performance of this Agreement. The Contractor shall maintain such books and records for this purpose for no less than six (6) years after the termination or expiration of this Agreement.

32. **Source Code Escrow.** Contractor agrees to place current copies of its Source Code, including all relevant commentary, explanations and other documentation, as well as instructions to compile the source code, plus all revisions to the software source code encompassing all corrections, changes, modifications and enhancements made to the Software by the Contractor (the “Escrowed Material”) into an escrow account with an escrow agent, subject to the terms of a software escrow Agreement that must first be approved by the County. The Contractor shall update these copies within forty-five (45) calendar days of each major product release and all product fixes installed in the County System. The Contractor will provide the Escrowed Material as required herein before Acceptance. The County may access the Escrowed Material upon the occurrence of any one of the following instances of default:

- 32.1 Contractor ceases its ongoing business operations;
- 32.2 Contractor suffers any act of insolvency or bankruptcy;
- 32.3 Contractor fails to maintain technical staff capable of providing ongoing Support and Maintenance Services;
- 32.4 [other].

Any escrowed material furnished under this provision shall be considered licensed under this Agreement.

33. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Agreement. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain valid and binding.

34. **Incorporation of Exhibits.** Exhibits [list] referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated herein by this reference.

35. **Entire Agreement and Order of Precedence.** This written Agreement and its corresponding Exhibits constitutes the entire agreement between the parties with respect to the subject matter contained herein, superceding all previous agreements, statements or understandings pertaining to such subject matter. In the event of any conflict between this Master Document and any of the attached Exhibits, the precedence of documents shall be as follows:

- a) Master Document
- b) Exhibit [list]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF SNOHOMISH:	CONTRACTOR:
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<hr/>	[Contractor] <hr/>
By: Aaron Reardon Snohomish County Executive	By: Title:
Approved as to Form: <hr/> Deputy Prosecuting Attorney	

APPENDIX D: RCW RETAIL SALES TAX

REVISED CODE OF WASHINGTON

Title 82 RCW

EXCISE TAXES

82.04

Business and occupation tax

RCW 82.04.050

"Sale at retail," "retail sale."

RCW 82.04.050 "Sale at retail," "retail sale."

(1) "Sale at retail" or "retail sale" means every sale of tangible personal property (including articles produced, fabricated, or imprinted) to all persons irrespective of the nature of their business and including, among others, without limiting the scope hereof, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for consumers other than a sale to a person who presents a resale certificate under RCW [82.04.470](#) and who:

(a) Purchases for the purpose of resale as tangible personal property in the regular course of business without intervening use by such person, but a purchase for the purpose of resale by a regional transit authority under RCW [81.112.300](#) is not a sale for resale; or

(b) Installs, repairs, cleans, alters, imprints, improves, constructs, or decorates real or personal property of or for consumers, if such tangible personal property becomes an ingredient or component of such real or personal property without intervening use by such person; or

(c) Purchases for the purpose of consuming the property purchased in producing for sale a new article of tangible personal property or substance, of which such property becomes an ingredient or component or is a chemical used in processing, when the primary purpose of such chemical is to create a chemical reaction directly through contact with an ingredient of a new article being produced for sale; or

(d) Purchases for the purpose of consuming the property purchased in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon; or

(e) Purchases for the purpose of providing the property to consumers as part of competitive telephone service, as defined in RCW [82.04.065](#). The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a "sale at retail" or "retail sale" even though such property is resold or utilized as provided in (a), (b), (c), (d), or (e) of this subsection following such use. The term also means every sale of tangible personal property to persons engaged in any business which is taxable under RCW [82.04.280](#) (2) and (7) and [82.04.290](#).

(2) The term "sale at retail" or "retail sale" shall include the sale of or charge made for tangible personal property consumed and/or for labor and services rendered in respect to the following:

(a) The installing, repairing, cleaning, altering, imprinting, or improving of tangible personal property of or for consumers, including charges made for the mere use of facilities in respect thereto, but excluding charges made for the use of coin-operated laundry facilities when such facilities are situated in an apartment house, rooming house, or mobile home park for the exclusive use of the tenants thereof, and also excluding sales of laundry service to nonprofit health care facilities, and excluding services rendered in respect to live animals, birds and insects;

(b) The constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for consumers, including the installing or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation, and shall also include the sale of services or charges made for the clearing of land and the moving of earth excepting the mere leveling of land used in commercial farming or agriculture;

(c) The charge for labor and services rendered in respect to constructing, repairing, or improving any structure upon, above, or under any real property owned by an owner who conveys the property by title, possession, or any other means to the person performing such construction, repair, or improvement for the purpose of performing such construction, repair, or improvement and the property is then reconveyed by title, possession, or any other means to the original owner;

(d) The sale of or charge made for labor and services rendered in respect to the cleaning, fumigating, razing or moving of existing buildings or structures, but shall not include the charge made for janitorial services; and for purposes of this section the term "janitorial services" shall mean those cleaning and caretaking services ordinarily performed by commercial janitor service businesses including, but not limited to, wall and window washing, floor cleaning and waxing, and the cleaning in place of rugs, drapes and upholstery. The term "janitorial services" does not include painting, papering, repairing, furnace or septic tank cleaning, snow removal or sandblasting;

(e) The sale of or charge made for labor and services rendered in respect to automobile towing and similar automotive transportation services, but not in respect to those required to report and pay taxes under chapter [82.16](#) RCW;

(f) The sale of and charge made for the furnishing of lodging and all other services by a hotel,

rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property, and it shall be presumed that the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same;

(g) The sale of or charge made for tangible personal property, labor and services to persons taxable under (a), (b), (c), (d), (e), and (f) of this subsection when such sales or charges are for property, labor and services which are used or consumed in whole or in part by such persons in the performance of any activity defined as a "sale at retail" or "retail sale" even though such property, labor and services may be resold after such use or consumption. Nothing contained in this subsection shall be construed to modify subsection (1) of this section and nothing contained in subsection (1) of this section shall be construed to modify this subsection.

(3) The term "sale at retail" or "retail sale" shall include the sale of or charge made for personal, business, or professional services including amounts designated as interest, rents, fees, admission, and other service emoluments however designated, received by persons engaging in the following business activities:

(a) Amusement and recreation services including but not limited to golf, pool, billiards, skating, bowling, ski lifts and tows, day trips for sightseeing purposes, and others, when provided to consumers;

(b) Abstract, title insurance, and escrow services;

(c) Credit bureau services;

(d) Automobile parking and storage garage services;

(e) Landscape maintenance and horticultural services but excluding (i) horticultural services provided to farmers and (ii) pruning, trimming, repairing, removing, and clearing of trees and brush near electric transmission or distribution lines or equipment, if performed by or at the direction of an electric utility;

(f) Service charges associated with tickets to professional sporting events; and

(g) The following personal services: Physical fitness services, tanning salon services, tattoo parlor services, steam bath services, turkish bath services, escort services, and dating services.

(4) The term shall also include the renting or leasing of tangible personal property to consumers and the rental of equipment with an operator.

(5) The term shall also include the providing of telephone service, as defined in RCW [82.04.065](#), to consumers.

(6) The term shall also include the sale of canned software other than a sale to a person who

presents a resale certificate under RCW [82.04.470](#), regardless of the method of delivery to the end user, but shall not include custom software or the customization of canned software.

(7) The term shall not include the sale of or charge made for labor and services rendered in respect to the building, repairing, or improving of any street, place, road, highway, easement, right of way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle which is owned by a municipal corporation or political subdivision of the state or by the United States and which is used or to be used primarily for foot or vehicular traffic including mass transportation vehicles of any kind.

(8) The term shall also not include sales of chemical sprays or washes to persons for the purpose of post harvest treatment of fruit for the prevention of scald, fungus, mold, or decay, nor shall it include sales of feed, seed, seedlings, fertilizer, agents for enhanced pollination including insects such as bees, and spray materials to: (a) Persons who participate in the federal conservation reserve program, the environmental quality incentives program, the wetlands reserve program, and the wildlife habitat incentives program, or their successors administered by the United States department of agriculture; (b) farmers for the purpose of producing for sale any agricultural product; and (c) farmers acting under cooperative habitat development or access contracts with an organization exempt from federal income tax under 26 U.S.C. Sec. 501(c)(3) or the Washington state department of fish and wildlife to produce or improve wildlife habitat on land that the farmer owns or leases.

(9) The term shall not include the sale of or charge made for labor and services rendered in respect to the constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for the United States, any instrumentality thereof, or a county or city housing authority created pursuant to chapter [35.82](#) RCW, including the installing, or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation. Nor shall the term include the sale of services or charges made for the clearing of land and the moving of earth of or for the United States, any instrumentality thereof, or a county or city housing authority. Nor shall the term include the sale of services or charges made for cleaning up for the United States, or its instrumentalities, radioactive waste and other byproducts of weapons production and nuclear research and development.

(10) Until July 1, 2003, the term shall not include the sale of or charge made for labor and services rendered for environmental remedial action as defined in RCW [82.04.2635](#)(2).

[2000 2nd sp.s. c 4 § 23. Prior: 1998 c 332 § 2; 1998 c 315 § 1; 1998 c 308 § 1; 1998 c 275 § 1; 1997 c 127 § 1; prior: 1996 c 148 § 1; 1996 c 112 § 1; 1995 1st sp.s. c 12 § 2; 1995 c 39 § 2; 1993 sp.s. c 25 § 301; 1988 c 253 § 1; prior: 1987 c 285 § 1; 1987 c 23 § 2; 1986 c 231 § 1; 1983 2nd ex.s. c 3 § 25; 1981 c 144 § 3; 1975 1st ex.s. c 291 § 5; 1975 1st ex.s. c 90 § 1; 1973 1st ex.s. c 145 § 1; 1971 ex.s. c 299 § 3; 1971 ex.s. c 281 § 1; 1970 ex.s. c 8 § 1; prior: 1969 ex.s. c 262 § 30; 1969 ex.s. c 255 § 3; 1967 ex.s. c 149 § 4; 1965 ex.s. c 173 § 1; 1963 c 7 § 1; prior: 1961 ex.s. c 24 § 1; 1961 c 293 § 1; 1961 c 15 § 82.04.050; prior: 1959 ex.s. c 5 § 2; 1957 c 279 § 1; 1955 c 389 § 6; 1953 c 91 § 3; 1951 2nd ex.s. c 28 § 3; 1949 c 228 § 2, part; 1945 c 249 § 1, part; 1943 c 156 § 2, part; 1941 c 178 § 2, part; 1939 c 225 § 2, part; 1937 c 227 § 2, part; 1935 c 180 § 5, part; Rem. Supp. 1949 § 8370-5, part.]

Notes:

Findings--Construction--2000 2nd sp.s. c 4 §§ 18-30: See notes following RCW [81.112.300](#).

Findings--Intent--Effective date--1998 c 332: See notes following RCW [82.04.29001](#).

Effective dates--1998 c 308: "(1) Sections 1 through 4 of this act take effect July 1, 1998. (2) Section 5 of this act takes effect July 1, 2003." [1998 c 308 § 6.]

Effective date--1998 c 275: "This act takes effect July 1, 1998." [1998 c 275 § 2.]

Effective date--1997 c 127: "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and takes effect July 1, 1997." [1997 c 127 § 2.]

Severability--1996 c 148: "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [1996 c 148 § 7.]

Effective date--1996 c 148: "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and shall take effect April 1, 1996." [1996 c 148 § 8.]

Effective date--1996 c 112: "This act shall take effect July 1, 1996." [1996 c 112 § 5.]

Intent--1995 1st sp.s. c 12: "It is the intent of the legislature that massage services be recognized as health care practitioners for the purposes of business and occupation tax application. To achieve this intent massage services are being removed from the definition of sale at retail and retail sale." [1995 1st sp.s. c 12 § 1.]

Effective date--1995 1st sp.s. c 12: "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and shall take effect July 1, 1995." [1995 1st sp.s. c 12 § 5.]

Effective date--1995 c 39: "This act is necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and shall take effect July 1, 1995." [1995 c 39 § 3.]

Severability--Effective dates--Part headings, captions not law--1993 sp.s. c 25: See notes following RCW [82.04.230](#).

Construction--Severability--Effective dates--1983 2nd ex.s. c 3: See notes following RCW [82.04.255](#).

Intent--Severability--Effective date--1981 c 144: See notes following RCW [82.16.010](#).

Application to preexisting contracts--1975 1st ex.s. c 291; 1975 1st ex.s. c 90: See note following RCW [82.12.010](#).

Effective dates--1975 1st ex.s. c 291: "This 1975 amendatory act is necessary for the immediate preservation of the public peace, health, and safety, the support of the state government and its existing institutions, and shall take effect immediately: PROVIDED, That sections 8 and 26 through 43 of this amendatory act shall be effective on and after January 1, 1976: PROVIDED FURTHER, That sections 2, 3, and 4, and subsections (1) and (2) of section 24 shall be effective on and after January 1, 1977: AND PROVIDED FURTHER, That subsections (3) through (15) of section 24 shall be effective on and after January 1, 1978." [1975 1st ex.s. c 291 § 46.]

Severability--1975 1st ex.s. c 291: "If any provision of this 1975 amendatory act, or its application to any person or circumstance is held invalid, the remainder of the act, or the application of the provision to other persons or circumstances is not affected." [1975 1st ex.s. c 291 § 45.]

Effective date--1975 1st ex.s. c 90: "This 1975 amendatory act is necessary for the immediate preservation of the public peace, health and safety, the support of the state government and its existing public institutions, and shall take effect July 1, 1975." [1975 1st ex.s. c 90 § 5.]

Effective date--1973 1st ex.s. c 145: "This act is necessary for the immediate preservation of the public peace, health and safety, the support of the state government and its existing public institutions, and shall take effect July 1, 1973." [1973 1st ex.s. c 145 § 2.]

Effective dates--1971 ex.s. c 299: "This 1971 amendatory act is necessary for the immediate preservation of the public peace, health and safety, the support of the state government and its existing public institutions, and shall take effect as follows:
(1) Sections 1 through 12, 15 through 34 and 53 shall take effect July 1, 1971;
(2) Sections 13, 14, and 77 and 78 shall take effect June 1, 1971; and
(3) Sections 35 through 52 and 54 through 76 shall take effect as provided in section 53." [1971 ex.s. c 299 § 79.]

Severability--1971 ex.s. c 299: "If any phrase, clause, subsection or section of this 1971 amendatory act shall be declared unconstitutional or invalid by any court of competent jurisdiction, it shall be conclusively presumed that the legislature would have enacted this 1971 amendatory act without the phrase, clause, subsection or section so held unconstitutional or invalid and the remainder of the act shall not be affected as a result of said part being held unconstitutional or invalid." [1971 ex.s. c 299 § 78.]

Construction--Severability--1969 ex.s. c 255: See notes following RCW [35.58.272](#).

Effective date--1967 ex.s. c 149: "This act is necessary for the immediate preservation of the public peace, health and safety, the support of the state government and its existing public institutions, and shall take effect July 1, 1967." [1967 ex.s. c 149 § 65.]

Effective date--1965 ex.s. c 173: "This act is necessary for the immediate preservation of the public peace, health and safety, the support of the state government and its existing public institutions, and shall take effect June 1, 1965." [1965 ex.s. c 173 § 33.]

Credit for retail sales or use taxes paid to other jurisdictions with respect to property used:
RCW [82.12.035](#)

"Services rendered in respect to" defined: RCW [82.04.051](#)

APPENDIX E: FINANCE POLICY STATEMENT

POL-1211

REIMBURSEMENT FOR TRAVEL AND BUSINESS EXPENSES

APPROVED BY: Dan Clements
EFFECTIVE: 7/24/95

This policy governs the reimbursement of county employees, elected officials, and others for travel or other business expenses incurred in connection with official county business.

1. The County Will Reimburse For Business Meals

The County will reimburse county employees and elected officials for meal expenses incurred in conjunction with official county business when the department head or elected official approves the request. The employee or elected official may elect to receive payment based upon one of two methods: actual expenses or per diem.

Employees and Elected Officials May Choose to be Paid Based On Actual Expenses

All requests for meal reimbursements to be made based on actual expenses must be supported by a receipt. The receipt may be either a restaurant ticket or a credit card receipt.

The county will pay the actual cost of the meal (as supported by the receipt), and a tip (not to exceed 15% of the cost of the meal).

Any requests to be paid by actual expense when no receipts are provided will be denied.

If the travel is not overnight, then the meal must be paid for based on the actual expenses.

Employees and Elected Officials May Choose to be Paid For Meals Based On a Per diem.

A fixed dollar amount per day for meals incurred while on county business will be paid. The fixed dollar amount per day will, to the extent sufficient available resources exist, equal the Meals and Incidental Expense Allowance of the US Federal Government, per Internal Revenue Service Publication 1542, Per Diem Rates (for Travel Within the Continental United States).

Annually, the Director of Budget and Finance will issue a memorandum to notify all department heads and elected officials of the amount of the per diem. The per diem will be apportioned into separate amounts for breakfast, lunch, and dinner.

The per diem will be paid in lieu of the actual cost of the meal and tip.

Each employee and elected official is responsible for the timely claim of his or her own per diem allowance and cannot claim the per diem of another.

To use the per diem method, the employee or elected official must declare that payment method in advance of the business travel on the Travel and Business Authorization Form.

2. The County Will Reimburse For Business Transportation

The County will reimburse county employees and elected officials for transportation expenses other than vehicle mileage incurred while on official county business trips based on receipts for actual expenses.

Employees and elected officials are encouraged to use the least cost method of transportation. Where possible, they are also encouraged to carpool.

Personal vehicle mileage will be reimbursed at the rate established pursuant to SCC 3.36.020(2), except as otherwise provided by law.

Vehicle mileage for reimbursement will be computed from the employee's principle place of work to the destination. Also included is the return trip.

Where an employee travels directly from his or her personal residence to a business destination such as a conference, meeting, or convention, vehicle mileage for reimbursement will be the lower of: (1) the estimated distance from the employee's principle place of work to the destination, or (2) the actual distance from the employee's personal residence to the destination.

3. The County Will Reimburse For Lodging

The county will reimburse county employees and elected officials for lodging expenses incurred while on official county business trips based on receipts for actual expenses.

4. The County Will Reimburse For Other Travel or Business Expenses

The county will reimburse county employees and elected officials for other job related travel or business expense (e.g. registration fees, telephone calls) incurred while on official county business based on receipts for actual expenses.

5. County Boards, Commissions, and Quasi-Employees

The county will reimburse members of county boards and commissions for mileage to and from meetings and for other expenses approved by the applicable department head to the extent authorized by SCC 2.03.070.

The county will reimburse persons who are neither county employees, elected officials, nor members of county boards or commissions for travel and other business expenses where the payment can be reasonably construed to be in consideration for a service performed or other substantial benefit received by the county of commensurate value. In addition to other requirements, this type of reimbursement requires documentation and prior authorization as provided in sections 8 and 9 of this policy.

6. Disallowed Expenses

The county will not provide reimbursement for the following:

Fines, penalties, and/or forfeitures;

Tobacco, alcoholic beverages, entertainment, personal clothing, sundries, personal telephone calls or telegrams, or other like personal services or items;

Meals or lodging in lieu of other meals and/or lodging the expense of which is included in a convention or other registration fee;

First-class travel accommodations unless coach or economy accommodations are not available; provided that upon written request stating sufficient reasons the County Executive may waive this limitation;

Meals in lieu of other meals or food service provided during periods of travel by a carrier and included in the fare charged; and,

Expenses in excess of amounts deemed reasonable by the appropriate approving authority.

7. County Employees/Elected Officials May Claim Reimbursement For Expenses Incurred On Behalf of Others

County employees and elected officials may claim reimbursement based on receipts for transportation, lodging, and meals as described in sections 1 through 5 of this policy when incurred by them on behalf of others, except for disallowed expenses itemized in paragraph 6, in accordance with the documentation requirements of paragraph 9.

8. Prior Authorization of Certain Expenses Required

For out-of-state travel, county employees and elected officials must obtain prior authorization from both department head and the County Executive. Prior authorization for council members and council staff must be obtained from a majority of the County Council. Prior authorization for Superior Court judges and employees and the Juvenile Court Administrator must be obtained from the presiding judge. Prior authorization for Juvenile court employees must be obtained from the Juvenile Court Administrator. Prior authorization for District Court employees must be obtained from the appropriate District Court judge.

For in-state overnight travel,

county employees, other than elected officials and department heads, must obtain prior authorization from the department head, and

where four (4) or more employees from one department attend the same conference, the County Executive must be notified before the travel takes place.

For in-state overnight travel, elected officials and department heads do not require prior authorization.

All expenses of persons who are neither county employees, elected officials, nor members of boards or commissions must be authorized in advance by the County Executive or designee.

All prior authorizations must be made on the Travel and Business Expense Authorization Form available from the Department of Budget and Finance.

9. Documentation of All Expenses Required

All requests for reimbursement must be submitted on a travel expense voucher in the form adopted by the Department of Budget and Finance.

Original receipts must be attached to the travel expense voucher for meal expenses, if the employee or elected official has elected to be paid based on actual expenses.

Original receipts must be attached to the travel expense voucher for lodging and transportation expenses claimed other than mileage, except when receipts are not issued (e.g. parking meters). No per diem will be paid for lodging.

When an employee or elected official claims reimbursement for travel or other expenses incurred on behalf of another (except for per diems which cannot be claimed on behalf of another), in addition to other requirements, a detailed accounting must be attached to the travel expense voucher which includes at least the following:

Name, department, and title, if any, of the person on whose behalf expenses were incurred.

Whether the person is a county employee and, if not, the nature of his or her connection with county business.

Who provided the lodging, meals, or other services.

A statement of the county business that was being carried out when the expenses were incurred.

This information must be provided in the format adopted by the Department of Budget and Finance and must be attached to the travel expense voucher upon presentation for payment.

In addition to other requirements of this section, travel expense vouchers submitted by or on behalf of a person who is neither a county employee, elected official, nor a member of a board or commission must include a description of the service performed or other substantial benefit of commensurate value received by the county.

10. Retreats May be Reimbursed

A retreat is a meeting located away from the normal workplace conducted by an elected official or department head and official county business is discussed. Expenses of the retreat may be paid by the county if prior authorization from the County Executive is secured.

Expenses associated with a retreat will not be reimbursed with a per diem allowance. Expenses such as facility rental, catering, and meals may be paid directly to the vendor on an accounts payable voucher or to an employee on an expense voucher. Evidence of prior authorization and all receipts are required.

11. Expenses of Food and Beverages Served During Meetings

The expenses of food and beverages that are served during official county business meetings where both employees and nonemployees are present may be reimbursed if prior approval is secured from the County Executive or designee. A copy of the prior approval document must be attached to the voucher upon submission for payment.

12. Expenses Related to Official County Business May Be Charged to County Charge Cards

In accordance to RCW 42.24.115, department heads and elected officials may receive a charge card from the Department of Budget and Finance for the purpose of covering expenses incident to authorized travel.

Department heads and elected officials may authorize employees or their staff to use the charge card for authorized travel. Authorization is contingent upon acceptance in writing by the department head, elected official or employee of the terms and conditions of charge card use.

Charge cards shall not be used to withdraw cash from automatic teller machines or to make cash withdrawals from banks. Cash required during travel must be provided either from advance travel or personal funds.

Within 10 business days after return from travel, the department head, elected official or employee must submit a travel expense voucher to the Department of Budget and Finance that fully itemizes all uses of the charge card. The voucher will be audited, and the cost of disallowed items or items not properly identified shall be paid to the County by check, cash (United States currency), or salary deduction, as determined by the County.

If, for any reason, disallowed charges are not repaid before the charge card billing is due and payable, Snohomish County shall have a prior lien against and a right to withdraw any and all funds payable or to become payable to the department head, elected official or employee up to the amount of the disallowed charges plus interest at the same rate as charged by the company which issued the charge card.

Any department head, elected official or employee who has been issued a charge card shall not use the card if any disallowed charge is outstanding and shall surrender the card upon demand of the Director of Budget and Finance.

APPENDIX F: FINANCE POLICY STATEMENT

POLICY-1140

Receipt of Electronic & Credit/Debit Card Payments

This policy applies to the receipt of all electronic and debit/credit card payments received by the County.

APPROVED BY: Roger Neumaier

EFFECTIVE: December 21, 2007

REVISED: March 31, 2008

Snohomish County Code 2.100.030 establishes that the Finance Department "shall have the authority to implement administrative policies and procedures that provide for a comprehensive, orderly basis for program planning, budget development, and fiscal management and control, including efficient accounting and reporting procedures for county government and may include, in addition, such procedures as will generally promote more efficient management of public funds. To this end, all officers and employees of the county shall furnish the department with information and records that the director may request as he deems necessary to further the purposes of this chapter. Such information and records shall be submitted in a timely manner and in such form as the director may specify."

GENERAL DEFINITIONS

For purposes of this policy "Department" is defined as the department/office that is directly receipting electronic and/or credit/debit card payments.

Electronic payments are defined as ACH (Automated Clearing House payments), ECheck

(electronic checks), Credit/Debit card payments (internet, phone or over the counter), I-Check (internet-initiated ACH-debit transactions) and certain electronic lock-box transactions.

PCI is defined as Payment Card Industry standards that are set and required by the banking card industry for participation in electronic payment transactions. Specific compliance standards are defined based on a user's activity level. User activity level is determined by the county as a whole.

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BARS is defined as the "Budgeting, Accounting and Reporting System" proscribed by the Washington State Auditor's Office.

DAC is defined as the "distribution account code" in the Cayenta accounting system.

REQUIREMENTS:

1. Authorization Required to Utilize Electronic Receipting Processes

Approval from the County Controller must be obtained prior to participation in any type of electronic or debit/credit card receipting process. Departments must first submit an application to the Finance Department, which shall include a cost/benefit analysis of the proposed program. The Finance Department will notify departments of approval/denial to proceed within 30 days of receipt of the application. The Finance Department will provide a copy of the approval to the

Accounting Manager in the Treasurer's Office and the Applications Manager in the Department of Information Services.

2. Authorization to Accept EFT/ACH Payments

The requesting department is responsible for completing the EFT/ACH form that provides authority to allow customers to submit payments via EFT/ACH. The completed form must be approved and signed by the Department's Director or designee. The Department shall timely provide a copy of the approval to the County Controller or designee in the Department of Finance.

3. Merchant Accounts Will Be Established By the County Treasurer

The Department is responsible for requesting the Accounting Manager in the Treasurer's Office establish the required merchant account(s). The Accounting Manager in the Treasurer's Office will report the new account(s) to the County Controller at the time the accounts are established.

4. Application Design and Processes

When system applications are required, departments will be responsible for appointing a key contact for the receipting project and for coordinating application design and processes with the Department of Information Services' Application Manager and the County Controller, or their designees. The Department of Information Services' Application Manager shall ensure all applications are PCI compliant. Applications and equipment must include appropriate controls to be responsive to industry standards for financial integrity. The Department is responsible for managing related business contracts and is accountable to Finance for ensuring adequate internal controls are incorporated into all processes. The Department's planned receipting procedures must be pre-approved by the County Controller, or designee, prior to implementation of new receipting processes.

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5. Using the e-Payment Application

Departments will be responsible for training their staff to use the application and comply with associated reporting and security procedures (requirements below). Departments will also be responsible for marketing the application to customers.

6. Security of Information

In recognition that e-payment data, particularly specific account information, is highly sensitive and confidential, the following security protocols are required:

- No PCI related data (customer account information) will be collected, stored or transmitted via the County network unless otherwise authorized by this policy. All credit card transactions will be via swipe machines connected via telephone lines to a third party processor and/or software applications that connect directly to a third party processor
- Credit/debit card receipts retained by the County will include only the last 4 digits of the card account number.
- No departments will accept receipt records that include the full debit/credit card account numbers without first obtaining permission from the County Controller or designee. Such permission will be limited and given based on review of other feasible alternatives. In those cases that are allowed, all but the last four digits of the card number will be immediately redacted from the County's records after completion of the transaction, which includes the

reconciliation process.

- It is prohibited to store card validation codes for any amount of time.
- Only staff with a “need to know” shall have access to e-payment transaction information and equipment. The number of staff must be limited and preauthorized by the department’s management.
- Departments directly utilizing the receipting methods described in this policy are responsible to ensure authorized staff are properly trained in transaction and security protocols. Satisfaction of this requirement would be evidenced by a signed document indicating the individual had received the appropriate training.
- Each department that utilizes electronic receipting and credit/debit card receipting is responsible for defining adequate security that will provide for safeguarding of e-payment information and equipment while records/equipment remain on the department’s premises, e.g., at workstations, in filing systems, fax distribution, etc. At a minimum the Department shall comply with all relevant security policies proscribed by the Departments of Finance and Information Services.
- E-payment equipment and information shall be placed in a reasonably secure location that is not easily accessible by others, e.g, machines and paper documents shall not be within easy reach of customers.
- Account information (including merchant account identification) shall be appropriately safeguarded and in no case shall such information be transmitted via e-mail or interoffice mail. Physical transmittal of such information to others

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outside of the receipting location requires management approval and must be tracked to the point of delivery. Delivery must be acknowledged via certification of the receiving party.

- If staff believe that sensitive information or equipment has been compromised, they must *immediately* notify their supervisor who is to *immediately* notify the County Controller. In cases of theft, the County Controller shall in turn notify the Risk Manager, the Executive and the State Auditor’s Office and Department management shall notify law enforcement.
- Departments are responsible for complying with record retention requirements. Information related to these requirements is available from the Department of Information Services.
- The Department of Information Services is responsible for providing adequate security for on-line applications, archived records and destruction of archived records. Security policies/procedures shall comply with PCI compliance requirements.
- Third party contractors are subject to the County’s security requirements described in this policy. Contracts to which this policy has relevance shall include the County’s security requirement within the contract.

7. Segregation of Duties

Whenever possible, the person who performs the daily/weekly reconciliation of e-payment and/or debit/credit card receipts to actual deposits should not be the same person who records the activity in the departmental accounting records or reconciles the monthly depository bank statement. If these procedures cannot be segregated, department management will ensure monitoring tools are in

place.

8. Reconciliation

Reconciliation procedures must include verification of reported transactions to total deposits. This will include accounting for transaction fees, if applicable. Whenever there is current activity, reconciliation procedures must be performed at least weekly.

Appropriate application reports shall be retained to substantiate reconciliation records.

9. Recording e-Payments to the County Financial System

Departments will record all receipts collected in the County's financial system as soon as reconciliation procedures are completed. Some transactions will be recorded by Finance department staff when prior agreement is made between parties.

Policy 1140 – Receipt of Electronic Payments

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10. Coding

a. All payments received by departments as revenue will be recorded using the appropriate BARS revenue source code number.

b. All payments received by departments as payment on Accounts Receivable will be recorded to the Accounts Receivable account.

c. Separate miscellaneous revenue codes will be used to record any overages, shortages, voids/credits and other adjustments into the county financial system.

d. Accounting for discount fees and other banking costs associated with payments will require a separate DAC for tracking/reporting purposes.

11. Cash in Depository Accounts Will Be Transmitted At Least Monthly To the County Treasurer

All receipts, which have been deposited in a depository account, will be transmitted at least monthly, to the Treasurer. All December receipts, however, will be transmitted on or before the last day of the month to ensure proper cutoff for the calendar year.

12. All Deposits And Transmittals To The County Treasurer Will Be Accompanied By A Treasurer's Transmittal Form

All treasurer's transmittal forms submitted with payment deposits will be filled out to show proper distributions of amounts received. E-payments should be recorded separately from other transactions on an individual transmittal form. Documentation must be of sufficient detail to satisfy generally accepted audit requirements. All supporting documentation for each deposit and transmittal should be filed in department offices. Safeguarding of documentation will comply with requirements described in the "security" section above.

13. Review & Approval of Payment Collections Batches

All payment collections batches along with the treasurer's transmittal forms will be reviewed and/or approved by the appropriate department supervisor, accounting manager, or their delegate(s) before transmittal to the Treasurer. In all cases the approver shall be someone other than the creator of the batch.

14. Refunds

Dependent upon the receipting system's capabilities, refunds will be made either via direct credit to the account originally charged or via the AP process.

Refunds shall only be made after the receipting department has performed adequate research to ensure a refund is legitimate and appropriate. All refunds will be supported by proper documentation and approved by a supervisor or designee other than the refund initiator.

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15. Unidentified e-Payment Receipts

Department will timely research all reasonable possibilities in determining how an unidentified payment receipt should be coded.

- a. If a phone number is listed in an activity report, contact the payer to determine how the funds are to be applied.
- b. If an invoice number is listed in an activity report, look up the invoice number in the AR system to determine the proper department and coding. (If assistance is needed with this process, please contact the AR module leader in Finance.)
- c. If unable to determine where to code the dollars, or which department/division the funds belong to, please contact your accounting analyst in Finance.

16. Charge Backs and Other Disputable Items Requiring Research

Departments are responsible to timely research and correct any discrepancies or reconciling items related to disputed matters or other transaction related adjustments.

17. Ongoing Cost – Benefit Analysis

Departments shall be responsible for collecting data on the actual usage, revenue, cost, etc. of the electronic payment processes. Such information will be used to periodically determine the on-going economic feasibility and shall be available to the Finance Director, or designee, upon request. This requirement does not apply to receipting of electronic payment of monies from Federal and State agencies.

18. Audit

All records must be available for internal and external audits.

If there are questions or uncertainty regarding the requirements of this policy, contact the County Controller.

Also, see Finance Department Policy 1111 Cash Receipting and Policy 1121 Refunds.

APPENDIX G: PDS PROJECTED \$ ANNUAL VOLUME BY CATEGORY

	Volume in 2011	\$ Amount in 2011	AVG Dollar Amt Per Permit	Possible % of Online Pmts	Possible Volume	Possible Dollars
Establish a Basic Plan	250	\$ 315,000	\$ 1,260	50%	125	\$ 157,500
Residential Permits	778	\$ 445,000	\$ 572	25%	195	\$ 111,250
Burn Permit	200	\$ 6,000	\$ 30	25%	50	\$ 1,500
Annual C of O	2425	\$ 635,000	\$ 262	25%	606	\$ 158,750
Special Events	170	\$ 68,000	\$ 400	25%	43	\$ 17,000
Fireworks	50	\$ 5,000	\$ 100	25%	13	\$ 1,250
Commercial Permits	426	\$ 1,675,000	\$ 3,932	25%	107	\$ 418,750
Land Use Permits	420	\$ 424,000	\$ 1,010	25%	105	\$ 106,000
Land Disturbing Activity	424	\$ 1,120,000	\$ 2,642	25%	106	\$ 280,000
					1,348	1,252,000

APPENDIX H: DISTRICT COURT WORKFLOW AND ANNUAL \$ VOLUMES

District Court Debit/Credit Card Payments Jan-Oct 2011*						
	Point-of-Sale		Internet		Phone	
	Transactions	Amt tendered	Transactions	Amt tendered	Transactions	Amt tendered
Actual	10955	\$1,898,058.47	16660	\$2,538,074.21	1407	\$210,862.00
Monthly Ave	1217	\$210,895.39	1666	\$253,807.42	141	\$21,086.20
Annual Projected	14607	\$2,530,744.63	19992	\$3,045,689.05	1688	\$253,034.4
	Transactions	Amt tendered	Amt/transaction			
Grand Total (actual)	29022	\$4,646,994.68	\$160.12			
Projected total	34599	\$5,829,468.08	\$168.49			
*note: month of October is incomplete						
**note: POS is from Jan-Sep2011						

District Court Workflow for our payment processing:

1. Make a payment
2. Enter the case number
3. Enter the amount
4. Enter the division the payment is for
5. Enter the party for which the payment is being made
6. Enter the credit/debit card information
 - a. Name of person making payment
 - b. Billing address
 - c. Email address (for receipt purposes)
 - d. Phone number of person making payment
 - e. Validation number on back of card
7. Card is processed and an indication of the status of the transaction (complete, denied etc)
8. Email is sent to person making payment
9. Produce daily financial report for reconciliation for download
10. Perform reconciliation of financial report from downloaded excel or csv file

AMENDMENT TO REQUEST FOR PROPOSAL 27-12

COUNTY OF SNOHOMISH – PURCHASING DIVISION

Robert J. Drewel Bldg, 6th Floor
3000 Rockefeller Ave, MS 507
Everett, Washington 98201
(425) 388-3344

Date Prepared: September 26, 2012

RFP Number: 27-12

Department: Information Services

Amendment Number: One (1)

General Description: Internet and/or Electronic Payment Processing Services (ePayment Solution)

The following information modifies and amends RF27-12 in part:

Page 3, RFP Timelines, third bullet, Proposal submission deadline:

Change to read: October 18, 2012, 4:00 pm

All other information remains unchanged.

Proposers are requested to sign and return amendment with proposal acknowledging receipt.

Purchasing Manager

Company Name

Title (Signature)

Printed Name & Title

Date