

***City of Everett***  
**Request for Proposals**

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**RFP 2009-080**  
**Online Bill Presentment and Payment System**

City of Everett  
Purchasing Division  
3200 Cedar Street  
Everett WA 98201  
(425) 257-8840

City of Everett  
**REQUEST FOR PROPOSALS**  
Proposal 2009-080  
Online Bill Presentment and Payment System  
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| <p>City of Everett<br/><b>REQUEST FOR PROPOSALS</b><br/>Proposal 2009-080<br/>Online Bill Presentment and Payment System</p> |
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## **INTRODUCTION AND BACKGROUND**

### **PROPOSAL DEADLINE**

Sealed proposals will be received by the **City of Everett, City Clerk, 1st Floor, 2930 Wetmore Avenue, Everett, Washington 98201** **until 2:00 p.m., January 26, 2010.**

### **INTENT SUMMARY**

The purpose of this Request for Proposal (RFP) is to obtain a Vendor with the necessary experience and knowledge to deploy an Online Bill Presentment and Payment System. This system will be available from the City's Internet Web site and will be used by the City to provide online services that include, but are not limited to, utility bill presentment and payment, library membership and fine payments, traffic ticket payments, as well as ability to pay for animal licensing fees and to accept online donations. The City's first priority online service implementation will be the utility bill presentment and payment capability. The City currently bills approximately 27,000 utility customers. The target procurement range is \$10,000 - \$50,000 including applicable tax for a complete Online Bill Presentment and Payment System as outlined in this RFP Document.

This system must integrate with and maintain the look and feel of the City's existing Internet web site. The system must be highly reliable and secure; the system must meet PCI (Payment Card Industry) requirements and PDPC (Public Deposit Protection Commission) rules. In addition, the City seeks a system that has the sophistication and flexibility to meet the City's initial online payment processing needs and provide a standard method for implementing future online payment processing needs.

The City is not interested in developing a solution, but is requesting proposals for an "off-the-shelf" application that can be customized to meet the needs of the City.

The City's goal is to have the first online payment processing service implementation completed by April 1, 2010.

Responses should be based on features that actually exist in a product released and sold to the general public as of the date the RFP response is submitted. Changes to the manufacturer's base product required to meet the specifications should be clearly identified. Do not respond based on features or enhancements expected to be included in future versions of the product. You may,

however, include information on anticipated future product developments as an attachment to your response.

Proposers should carefully review requirements and submit information on the system or systems that best meet the City's requirements.

The proposed standard and system should be scalable, modular, and able to readily incorporate additional future enhancements. The preferred database is Microsoft SQL Server, but products based on Oracle will also be considered.

- Hardware required for system must be detailed in response including any server hardware requirements.

Proposed standards and systems should have a substantial history of adoption and use by municipal government entities. Proposals should demonstrate successful expertise and experience implementing; installing and maintaining Online Bill Presentment and Payment System, including hardware and software.

The Vendor will provide the following services:

- Attend project milestone meetings
  - Conference calls acceptable
- Provide progress reporting
- Project Schedule
- Implementation Planning
- Application requirements analysis
- Minimum specifications for Hardware and Software
- Technical support for implementation
- Documentation for use of application
- Training for end users and training for technical staff supporting application.
- Support of application through transition into production usage
- Future software maintenance and support

The core elements of this proposal will include at a minimum the following features:

- Ability to provide secure web-presentment of bills, invoices and information such as correspondence, newsletters, inserts, statements, business licenses, etc.
- Ability to satisfy PCI requirement
- Ability to satisfy Public Deposit Protection Commission (PDPC) rules

- Ability to provide detailed Account Information (meter readings, library fines, taxes due.)...
- Ability for customer to view 12 month account history
- Ability to process payments via credit card or electronic check
- Ability to provide recurring automatic payments
- Ability to schedule payments
- Ability to customize product to have City of Everett look and feel
- Ability to add additional City online payment processes
- Ability to email notification of bill
- Ability to provide email notifications such as Due Date Reminders, Late Notices, etc.
- Ability to provide option for E-bills and/or paper bills
- Ability to view bill inserts electronically
- Ability for Customer Service Representatives to enter phone Credit Card payments
- Ability to provide a Recurring Automatic Payment option with a maximum threshold
- Electronic Remittance Reporting allowing the ability to upload remittance data directly into a billing system for both ACH and Credit/Debit card payments.

Vendors must itemize the unit and extended price for each product and service proposed as part of the proposed solution. Cost information must include all expected implementation and operating costs, both one-time and ongoing. Specific model numbers and capacities should be included. Information about license sizes must be provided. Vendors should describe and quote optional 'desirable' components as individual and separate items. Any upgrade to the base system needed for optional components must be included in the cost of those components.

- Application Software Modules For Core System
- Hardware and Required Shrink Wrap Software Compatible with City Environment
- Professional Services For System Configuration And Implementation
- Travel and reimbursable expenses for project (estimated)
- Standard license fee
- Annual maintenance fee
- Annual support

In addition to the breakdown of costs described above, the City of Everett would like to have a quoted hourly rate for professional services that may be required to complete our project, but were not anticipated and included in this RFP. The quoted rate(s) could be applied for the

duration of the project (as described herein). They should include, but are not limited to: project management, programmer/analyst, and technical support analyst.

## **PRELIMINARY CALENDAR**

Request for Proposals Issued By COE – December 8, 2009

Questions Due to RFP Coordinator - December 31, 2009

Proposals Due – 2:00 P.M., January 26, 2010

Recommendation for Award – February 23, 2010

The City reserves the right to change any or all of the dates above.

## **RFP COORDINATOR**

Upon release of this Request for Proposals (RFP), all vendor communications concerning this acquisition must be directed to the RFP Coordinator listed below:

**Hope Hambridge, CPPB**  
City of Everett Purchasing  
3200 Cedar Street  
Everett WA 98201  
Phone: (425) 257-8840  
Fax: (425) 257-8864  
ahambridge@ci.everett.wa.us

Unauthorized contact regarding the RFP with other City of Everett employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Everett.

Vendors should rely only on written statements issued by the RFP Coordinator.

## **PROPOSAL QUESTIONS**

All questions must be submitted in writing to the RFP Coordinator named above. Questions must be received in writing by **10:00 a.m., December 31, 2009.**

## **GENERAL CONDITIONS**

### **PROPOSAL RESPONSE DATE AND LOCATION**

The City Clerk must receive the vendor's proposal, in its entirety, not later than 2:00 p.m., Pacific Time in Everett, Washington, on **January 26, 2010**. Proposals arriving after the deadline will be returned unopened to their senders. All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Vendors assume the risk of the method of dispatch chosen. The City of Everett assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted nor will additional time be granted to any vendor. Proposals may not be delivered by facsimile transmission or other telecommunication or solely by electronic means.

### **TERM OF CONTRACT**

The length of this agreement includes initial installation and maintenance for a twelve-month period commencing on the first day of "go live" use. The agreement may be extended annually by mutual agreement between the parties. The City will consider different contract durations if doing so would result in a more advantageous price to the City. Proposals should clearly state any alternate time periods and pricing.

### **PAYMENT**

Payment will be made promptly upon receipt of a correct invoice for goods that have been delivered and accepted. No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. A vendor may submit an invoice for partial shipments or progress payments.

### **TAXABLE AND NON-TAXABLE ITEMS TO BE SEPARATED**

Washington State retail sales tax may apply to portions of this project as provided for in Title 82 of the Revised Code of Washington. For clarifications of tax issues, contact:

Taxpayers Services  
PO Box 47478  
Olympia WA 98504-7478  
Phone: (800) 647-7706  
Fax: (360) 705-6655  
Web Site: <http://dor.wa.gov>

Vendors are encouraged to separate taxable elements from non-taxable elements. Bundling taxable items with non-taxable items may result in tax being assessed on the bundled price.

## **PROPOSAL CERTIFICATION**

The vendor must certify in writing that all proposal terms, including prices, will remain in effect for a minimum of one hundred twenty (120) days after the Proposal Due Date, that all proposed software has been operational at a non-vendor owned customer site for a period of at least ninety (90) days prior to the Proposal Due Date, that all proposed capabilities can be demonstrated by the vendor, and that the proposed software is currently marketed and sold.

## **USABILITY FEATURES**

The system should be designed and implemented to be easy to learn and easy to use. Efficiency, accuracy, and high productivity are important factors. The City intends to streamline operating procedures wherever possible, and the Vendor's capability to advise and assist in this effort during system implementation will be considered in evaluating proposals.

## **TECHNOLOGY FEATURES**

The proposed system should be designed and programmed to operate effectively using the City's computer architecture standards, which are based on Microsoft 2003 R2 Server, VMware, Exchange 2003 and Microsoft SQL 2005 Server database technology. Desktop and mobile computer standards include Microsoft XP, Microsoft XP Tablet PC, Office 2003/2007, and Outlook 2003/2007. The City of Everett uses Intel based computers. The system must perform effectively in the City's LAN/WAN network environment. Other required technical features include the following:

- The City reserves the option to purchase its own hardware and OS/Database software when feasible. Vendors should describe with specificity the hardware and OS/Database software requirements for supporting their proposed software product and providing satisfactory performance in the City's environment. Vendors should propose servers and specialized equipment units that meet City standards but the City reserves the right to obtain such equipment from other sources. Any and all equipment proposed must be new equipment.
- Any remote access required by the vendor to provide maintenance or trouble shooting support must meet City security requirements and must be approved by the City Information Technology Director before implementation.

## **TECHNOLOGY STANDARDS AND LAN/WAN ENVIRONMENT**

The City of Everett uses Cisco Routers and Ethernet switches in the core network and HP Ethernet switches at the network edge. Our network is TCP/IP based with a class B IP address range with a Class C subnet mask.

The City of Everett owns and operates a Cisco 802.11G wireless network throughout the City. This network utilizes Cisco 1200 and 1300 wireless bridges and Cisco Mobile Access Routers (MAR3200 Series) providing wireless access to limited areas of the City for Fire & Police.

An extensive Windows 2003 Server LAN/WAN infrastructure is maintained using TCP/IP over 10/100/1000 Mbps Ethernet, Fiber, T-1, and Fractional T-1 circuits. The City's workstations are connected to the city's network via 10/100 Mbps Ethernet.

|                                  |                                  |
|----------------------------------|----------------------------------|
| Windows 2003 Application Server: | Hewlett Packard                  |
| Network Server:                  | Hewlett Packard                  |
| Network:                         | TCP/IP, Ethernet                 |
| Application Database:            | Microsoft SQL Server 2005        |
| Messaging Services:              | MS Exchange 2003                 |
| Workstations:                    | Windows XP                       |
| Query Tools:                     | Crystal Reports/Microsoft Access |

## **ADDITIONAL FEATURES**

It may be useful for the City if additional features beyond these specifications are included in the proposed system. Vendors may propose additional features as options if in their judgment and experience the additional features would add value beyond any associated additional startup and ongoing costs.

## **STANDARD COMMERCIAL PRODUCT**

The City desires and expects to purchase a complete comprehensive system that has been developed and is being continuously maintained as a Commercial Off-The-Shelf software product that is installed at and used by multiple customers. Vendors should provide references to other customers where the proposed system has been installed. The practical experience of other customers is an important factor in evaluating competing proposals.

## **CONFIGURATION AND CUSTOMIZATION**

The City expects that proposed system will need to be configured and customized to work in the city's specific environment. Additional customizations may be required from time to time as the City's requirements change. Ideally, such customization should not require software redevelopment or modifications to program source-language code. Proposed system should be

designed and constructed to allow substantial customization through the manipulation of configuration tables, or similar external data structures.

## **SYSTEM AVAILABILITY**

A survey of vendor references will be made to determine the availability of vendor software and/or hardware currently installed at those sites. If availability levels are found to be less than those contracted for at any of the sites, the proposal may be eliminated from further consideration.

## **PERFORMANCE LEVELS**

The vendor must contractually agree to maintain software to minimum performance levels, such as response time, to be negotiated between the parties. A survey of vendor references will be made to determine the quality levels at those sites

## **DATA INTEGRATION**

Vendors will be expected to provide complete and accurate data integration with our existing software systems, including but not limited to CIS Infinity, Cayenta and Polaris.

## **TRAINING AND INSTALLATION SUPPORT**

Vendors will be expected to provide training and installation support at time of implementation. Training shall be provided to end users on application functionality, as well as technical and system administration skills for City staff supporting the application. Vendors should describe all training available, and propose selected training modules that will ensure smooth, successful implementation and operation in the City of Everett. Training costs must be included in the proposal. Specific training curriculum decisions will be subject to negotiation between the parties.

Installation support should include initial software installation and operational demonstration, system configuration and customization services, functional testing, performance testing, initial operational support, and post-operational system tuning. Customer engineering support must be available on-site locally in Everett for all hardware and software packages acquired from the vendor. Vendors are not required to establish or maintain local offices or service facilities.

## **IMPLEMENTATION APPROACH**

The City contemplates a phased approach to implementation.

- Install basic system on-site and demonstrate baseline operation.

- Test and demonstrate planned functionality using completed system installation.
- Test and verify acceptable performance levels.
- Begin operational use of new system.
- After implementation, tune system as needed.

## **EQUIPMENT**

Hardware required by the standard and for the proposed system must be described in detail in the proposal, including, but not limited to servers. Equipment/hardware descriptions should include functional specifications as well as makes and models satisfying the functional specification. The City expects to provide standard PC workstations and network communications equipment required for effective system operation. The City also reserves the option to purchase its own hardware, including servers, and OS/Database software. Any and all equipment proposed must be new equipment.

### **City Standard Issue Field Laptop:**

Panasonic CF-74GCDADB

- Genuine Windows® XP Professional SP2\*
- Intel Core 2 Duo T7300 2.0GHz (Centrino)
- 13.3" Touch Screen XGA
- 1.0 GB SDRAM (DDR2)
- 80GB Hard Drive
- Intel 802.11a/b/g
- DVD/CDRW
- Bluetooth® v.2.0 + EDR

### **City Standard Issue Office Laptop:**

Dell Latitude E6400

- Genuine Windows® XP Professional SP2\*
- Intel Core 2 Duo P8600 2.4GHz 1066Mhz 3M L2 Cache Dual Core
- 14.1" Widescreen WXGA (1200X800)
- 4.0 GB SDRAM (DDR2-800)
- 80GB Hard Drive
- Intel 802.11a/g/n
- 8x DVD+/-RW

### **City Standard Issue PC:**

Dell Optiplex 960

- Genuine Windows® XP Professional, SP2, x32, with Media, English
- OptiPlex 960 Minitower Intel® Core™ 2 Duo Processor E8400 3.0GHz, 6M, 133 FSB
- 4.0GB DDR2 Non-ECC SDRAM, 800MHz, (4DIMM)
- 16x DVD+/-RW/16X

- Video Card DVI (Digital) Adapter Card
- Boot Hard Drives 80GB SATA 3.0Gb/s and 8MB DataBurst Cache™
- 1.44MB 3.5 Inch Floppy Drive
- ULTRASHARP 1908FP 19" Dell Flat Panel (Optional)

### **City Standard Issue Servers:**

#### **HP ProLiant DL360 G5 Server**

- 2 – Dual Core Intel Xeon 5240 (3.0GHz, 1333 FSB)
- HP 4 GB Fully Buffered DIMM PC2-5300 2X2GB Memory
- HP Smart Array E200i/128 Controller
- 3 - HP 146GB Hot Plug 2.5 SAS 10,000 RPM Hard Drive
- 2 Embedded NC373i Multifunction Gigabit Network Adapters
- 2 – HP 1u Server 700w Hot Plug Power Supply
- HP Redundant Fans
- PCI-X RISER Card
- SlimLine DVD-ROM Drive (8x/24x) Option Kit

#### **HP ProLiant BL460c Server Blade**

- 2 - Dual Core Intel Xeon 5240 (3.00GHz, 1333 FSB)
- HP 4GB Fully Buffered DIMM PC2-5300
- 128MB BBWC (Battery-Backed Write Cache) Enabler (for SA641, SA642 and E200)
- HP BL460c backplane drive cage (two bays) – with E200i controller
- 2 – HP 146GB Hot Plug 2.5 SAS 10,000 rpm Hard Drive
- RAID 1 drive set (requires matching 2 hard drives)
- 2 Embedded Ethernet ports
- Integrated Lights-Out (iLO2) Management (integrated on motherboard)

### **CONFIGURATION ADJUSTMENT WITH CONTRACT**

The City of Everett reserves the right to select and exclude any equipment or software for the actual acquisition regardless of the configuration proposed by the vendor. The vendor will be consulted on any such adjustments to determine that the configuration adjustment will not adversely impact the system performance.

### **THIRD PARTY VENDOR**

The City of Everett will accept proposals that include third party software only if the proposing vendor agrees to act as prime contractor and guarantor for all proposed equipment and software. Vendors must disclose the use of any third party vendor software, indicate willingness to assume prime contractor responsibility, and be authorized to sublicense such third party software.

## **NECESSARY ANCILLARY SOFTWARE**

Unless specifically accepted by the terms of the RFP, all software, including language compilers, middleware, database interfaces, and system management tools, ordinarily furnished or prudently required to make the proposed software product a complete functioning system shall be furnished by the vendor, at no additional cost to the City of Everett.

## **MULTIPLE PROPOSALS**

Vendors interested in submitting more than one proposal may do so, providing each proposal stands alone and independently complies with the instructions, conditions and specifications of the RFP. In the event that a proposer provides more than one proposal that meets requirements, provide a separate submittal package for each proposal. Do not provide information on different proposals within the same submittal package.

## **COOPERATIVE PURCHASING**

RCW Chap. 39.34 allows cooperative purchasing between public agencies (political subdivisions). Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett and which are actively participating may purchase from City of Everett contracts, provided that the Vendor has agreed to such participation. Each proposer shall indicate in its proposal whether it will honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Everett. The City of Everett does not accept any responsibility for orders issued by other public agencies.

The City of Everett accepts no responsibility for the performance of any purchasing contract by the Vendor, and the City of Everett accepts no responsibility for payment of the purchase price for any public agency.

## **WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES**

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

## **SINGLE RESPONSE**

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, the RFP may be cancelled.

## **PROPOSAL REJECTION**

The City of Everett reserves the right to reject any or all proposals at any time without penalty.

## **WITHDRAWAL OF PROPOSALS**

Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the City Clerk. The vendor may submit another proposal at any time up to the proposal closing date and time.

## **NON-ENDORSEMENT**

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

## **PROPRIETARY PROPOSAL MATERIAL**

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a vendor's proposal, the City of Everett will comply according to the Open Public Records Act, chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

## **RESPONSE PROPERTY OF THE CITY OF EVERETT**

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

## **NO OBLIGATION TO BUY**

The City of Everett reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the City of Everett to purchase.

## **COST OF PREPARING PROPOSALS**

The City of Everett is not liable for any costs incurred by vendors in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

## **NUMBER OF PROPOSAL COPIES REQUIRED**

Vendors should submit (1) **one** original proposal and (6) **six** copies and (1) **one** electronic copy on CD. The electronic copy must be either MS Office (e.g. Word or Excel) or Adobe Acrobat PDF file format is required.

## **ERRORS IN PROPOSAL**

The City of Everett will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadline for proposal submission.

The City of Everett reserves the right to make corrections or amendments due to errors identified in proposals by the City of Everett or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their proposals.

When, after the opening and tabulation of proposals, a Proposer claims error and requests to be relieved of award, he will be required to promptly present certified work sheets. The buyer will review the work sheets and if the buyer is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Proposer may be relieved of his proposal.

After opening and reading proposals, the City will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any proposal item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the City.

## **INCORPORATION OF RRP AND PROPOSAL IN AGREEMENT**

The RFP, including all attachments and addenda, and all promises, warranties, commitments and representations in the successful Proposal shall be binding and shall become obligations of an agreement between the successful Proposer and the City.

## **TIMELY EXECUTION OF AGREEMENT REQUIRED**

The successful Proposer must execute an agreement with the City for the provision of services subject to and incorporating the material terms of this RFP and successful Proposal within ten (10) business days after receipt of the final form of the agreement.

## **LEGAL DISPUTES**

In submitting a proposal, The Proposer agrees that in the event of litigation concerning or arising out of the above-referenced agreement or this RFP, proposals in response to this RFP or related process, the sole venue of any legal action shall be Snohomish County Superior Court, and the laws governing the interpretation of the agreement, this RFP or related process shall be Washington Law.

## **INDEMNIFICATION**

In submitting a proposal, the Proposer agrees to indemnify and hold the City harmless of all liability, risks, costs, claims, actions, suits, demands, losses expenses, injuries and damages of any kind arising directly or indirectly out of, or in connection with, the City's handling of the RFP process, including but not limited to, the rejection of any or all proposals.

## **CITY-REQUESTING CLARIFICATIONS**

The City reserves the right to request clarification of information submitted and to request additional information from any Proposer.

## **PRODUCT DELIVERY TIME**

Vendors must certify that the proposed software can be delivered, installed, and operationally ready within the stated number of days on their RFP submission.

## **ADDENDA**

Proposers are responsible to check the City of Everett website for the issuance of any addenda prior to submitting a proposal. The address is <http://www.ci.everett.wa.us>

## **DELIVERY**

The vendor assumes responsibility for the delivery, installation, maintenance, and initial adjustment of all vendor supplied equipment, software, and support services proposed.

## **CONTRACT AWARD AND EXECUTION**

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms the vendor can offer. The specifications may be altered by the City of Everett based on the vendor's proposal and an increase or reduction of services with the proposer may be negotiated before contract signing, award, and execution or purchase order issuance.

## **PROPOSAL OPENING**

The (1) **one** original proposal and (6) **six** copies and (1) **one** electronic copy on CD must be submitted to the City Clerk.

All proposals must be submitted to the City Clerk, 1st Floor, 2930 Wetmore Avenue, Everett, Washington 98201 no later than 2:00 p.m., Tuesday, January 26, 2010, and must be clearly marked:

|                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;"><b>PROPOSAL FOR</b><br/><b>Online Bill Presentment and Payment System</b><br/><b>NO. 2009-080</b></p> |
|--------------------------------------------------------------------------------------------------------------------------------------|

At the appointed time a register of proposals shall be prepared containing the name of each offeror and a description sufficient to identify the item offered.

Only firm proposals will be accepted and the City reserves the right to reject any or all proposals or waive any irregularities and informalities in the proposals submitted and accepted by the City. No proposer may withdraw his proposal after the hour set for the opening thereof unless the award is delayed for a period exceeding 120 days. The City further reserves the right to make awards to the responsible offeror whose proposal is determined to be the most advantageous to the City of Everett.

## **RFP EVALUATION PROCESS**

### **GENERAL**

All proposals will be reviewed to determine compliance with the requirements as specified in the RFP.

Proposals will be evaluated on how well the proposal meets the needs of the City, as described in the proposer's response to each requirement and the evaluation criteria identified in this RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

### **EVALUATION COMMITTEE**

The City will evaluate proposals using an evaluation committee. This evaluation committee will consist of City of Everett employees.

### **SELECTION PROCESS**

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms the vendor can offer. The specifications may be altered by the City of Everett based on the vendor's proposal and an increase or reduction of services with the proposer may be negotiated before contract signing, award, and execution.

The team will score each proposal, and may invite the top 1-3 firms for a semi-final interview / demonstration. The semi-finalist interview / demonstration will be scripted by the evaluation team to allow firms to demonstrate how typical City of Everett functions are performed. In addition to the demonstration, the evaluation team will query customers and may make site visits to evaluate vendor performance, congruence with stated capacities, and conversion plans.

## **PROPOSAL REQUIREMENTS**

### **SUBMITTAL REQUIREMENTS**

Proposals are to be prepared on standard 8 1/2" x 11" paper. Proposals must be typed and as concise as possible. Foldouts containing exhibits are permissible. Each page must be single sided; a minimum 10 point font. The pages must be placed with tabs separating the major sections of the proposal.

Special bindings, colored displays, promotional material, etc. are **not** desired.

Proposals in response to this RFP must be submitted in the order specified below. Failure to do so may result in a proposal being rejected as non-responsive. Proposals must include:

1. **Cover Letter.**
  - a) Signed by the proposer representative authorized to make contractual obligations
  - b) Proposal Certification Form (attached)
  - c) Summary Form (attached)
  - d) Functional Requirements Matrices Form (attached) – Please see Item #12 of this section.
  - e) Non-Collusion Form (attached)
2. **Table of Contents.**
3. **Executive Summary.** An overview of your proposal and strategy. The purpose of the executive summary is to help the evaluation committee determine the proposal's distinguishing characteristics compared to other proposals.
4. **Vendor Profile.** Name and address of legal entity submitting the proposal. Legal status of proposer organization, i.e., corporation, partnership, sole proprietorship. Description of proposing organization including but not limited to size, years of operation, areas of specialization, current credit rating and name of the rating service, and any other pertinent information. The purpose of this description is to help the evaluation committee formulate an opinion regarding the stability and financial strength of the proposer. Disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals which might materially affect the viability or stability of the proposing organization; or warrant that no such condition is known to exist.
5. **Contract Performance.** If the proposer has had a contract terminated during the past five years, all such incidents must be described. Submit full details of all terminations experienced by the proposer during the last five years including the terminating party's name, address, and telephone number. Present the proposers position on the matter. If no such terminations for default have been experienced by the proposer in the past five years, the proposer must warrant such.

6. **Customer References.** The vendor must submit a minimum of five references presently using the proposed system for at least ninety days prior to the release of this RFP. In addition the vendor must submit any references presently using the proposed system that is currently integrated with a utility billing system. These references may or may not be the same as the 5 references above.

Include the following for each reference: Customer name, business address, name of contact, title of contact, telephone number of contact, description of installation, date installed. Brief description of similarities of reference site to the City of Everett and why this customer reference is relevant to the City of Everett. Vendor shall disclose all sites where proposed system was initially installed and subsequently discontinued from operation within the past five years. Please explain what happened and provide a contact reference.

7. **Project Team.** This section should identify the project team members who will be assigned to this project. Include the following detailed information for each project team member. At a minimum this should include the Technical Lead, a Trainer and an Implementation Lead:

- a) Specific area of responsibility or role on this project;
- b) Resume (brief version);
- c) Specific experience related to the implementation of a Online Bill Presentment and Payment System, particularly for a governmental entity;
- d) Also identify any subcontractors who will be assigned to this project in the delivery of products or services. Attach any subcontractor agreement for each subcontractor who will perform any work on this project.

8. **Product Descriptions.** Submit how your company meets the elements as described in the Intent Summary of our RFP. The proposal should describe fully the proposed products, their features and components. The use of standard product documentation, including user manuals and technical maintenance manuals, is encouraged. Demonstration software and sample help files may be included. System capabilities should be described with specificity, and illustrated with examples and/or cross-referenced to user and technical manuals where appropriate. However, reliance on generic or superficial brochures is not satisfactory. The vendor shall describe in detail the hardware and operating system software configuration requirements for successful operation of the proposed software product at the City of Everett. Proposed server equipment and operating system software that meets City of Everett standards may be acquired through vendor or from alternative sources. The City will be responsible for the reliable operation of hardware and software it provides.

9. **Configurations and Costs.** Submit the itemized unit and extended price for each product and service proposed as part of the proposed solution. Refer to Pricing Information section in the Intent Summary on page 1. This section must include a breakdown of all costs associated with the proposal, including all software, server

hardware, data integration, services, training, and maintenance for the first through fifth year of operation after installation. All recurring license fees and costs associated with receiving software enhancements must be presented in the Vendor's financial response. Our intent is to have an accurate five-year total cost of ownership figure. Costs analysis should contain sufficient detail so as to make clear the costs of options we may or may not include in our final purchase.

10. **Contract, License Terms, and Project Time-line.** Vendor must identify any objections it has to the City's proposed contract, any terms it desires included in the contract, software licenses, software licensing, project time-line, and ongoing support. By submitting a proposal and by not objecting to terms of the City's contract, vendor offers to sign the contract as is, and this offer shall be binding and vendor will execute such an agreement without further addition of costs or terms. Exhibit A and Exhibit B are not completed until we are to the contracting phase. The City of Everett reserves the right to negotiate the terms of any proposed agreement.
11. **Support.** Describe your ongoing user support, including whether you provide a service call desk, procedures for handling different types of calls, ability to prioritize critical calls, and ability to respond to calls within a reasonable time period. The City prefers a response from the service desk to non-emergency calls within four hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour. Provide validation of this capacity. Will you continue to provide support if upgrades are not implemented? Describe how you provide information to keep your clients informed of outstanding problems and fixes for the proposed system. Describe your process for receiving, evaluating, and implementing requests for enhancements to the proposed system, after it is installed and in use.
12. **Response to Functional Requirements Matrices Form (attached).** Vendors should respond to every functional, technical, and performance question contained in the FUNCTIONAL REQUIREMENTS MATRICES FORM section of the RFP using the criteria listed. Vendor's responses must be in the same order in which points appear in this RFP, and must use the same numbering scheme used in this RFP. If a feature, function, product, or service is not available, an explanation of how the functional requirement might otherwise be met using alternative features, functions, products, or services available from the Vendor is encouraged as this section is a large part of the scoring process.
13. **Professional Services.** In addition to the breakdown of costs described above, the City of Everett would like to have a quoted hourly rate for professional services that may be required to complete our project, but were not anticipated and included in this RFP. The quoted rate(s) could be applied for the duration of the project (as described herein). They should include, but are not limited to: project management, programmer/analyst, and technical support analyst.
14. **Security.** Discuss how security is set for the system: whether security is table, field, or form level, the levels of security provided. Also if security can be set up at an individual and group level.

15. **Documentation.** Identify all documentation included with the proposed system. This includes online help, user manuals, installation procedures, configuration and maintenance procedures, and operations manuals for all elements within the proposed system.
16. **Other Information.** Vendors are encouraged to provide additional descriptive information on the proposed system software, hardware, services, etc., following these required sections.
17. Note exceptions with attached sample “Agreement for Purchase...”

## **NUMBER OF PROPOSAL COPIES REQUIRED**

Vendors should submit (1) **one** original proposal and (6) **six** copies and (1) **one** electronic copy on CD. The electronic copy must be either MS Office (e.g. Word or Excel) or Adobe Acrobat PDF file format is required.

## **PROPOSER RESPONSIBILITY**

When determining whether a proposer is responsible, or when evaluating a proposal, the following factors may be considered, any one of which will suffice to determine whether a proposer is responsible or the proposal is the most advantageous to the City:

- The ability, capacity and skill of the proposer to perform the contract or provide the service required.
- The character, integrity, reputation, judgment, experience and efficiency of the proposer.
- Whether the proposer can perform the contract within the time specified.
- The quality of performance of previous public and private contracts or services, including, but not limited to, the proposers failure to perform satisfactorily or complete any written contract. The City’s termination for default of a previous contract with a proposer shall be deemed to be such a failure.
- The previous and existing compliance by the proposer with laws relating to the contract or services.
- Evidence of collusion with any other proposer, in which case colluding proposers will be restricted from submitting further proposals on the subject project or future tenders.
- The proposer is not qualified for the work or to the full extent of the proposal.

- There is uncompleted work with the City or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect or prevent the prompt completion of the work proposed.
- The proposer failed to settle bills for labor or materials on past or current public or private contracts.
- The proposer has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged, or annulled.
- The proposer has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Proposers shall affirmatively disclose to the City all such convictions, especially of management personnel or the proposer as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City's sole option and discretion, for termination for default subsequent to award or execution of the contract.
- More likely than not, the proposer will be unable, financially or otherwise, to perform the work.
- At the time of proposal opening, the proposer is not authorized to do business in Washington, or otherwise lacks a necessary license, registration or permit.
- Such other information as may be secured having a bearing on the decision to award the contract.
- Any other reason deemed proper by the City

## **EVALUATION CRITERIA**

### **WEIGHTED CRITERIA**

The City will form an evaluation committee to evaluate all proposals based on the following criteria. Each criterion will be weighted as shown.

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, the City may select other than the lowest cost proposal. The objective is to choose the vendor capable of providing quality vendor services that will help the City achieve the goals and objectives of the requested services within a reasonable budget. In addition to the vendor's overall technical and functional competence, the City of Everett wishes to form a partnership with a financially stable, well-managed business organization that it can count on for continued support throughout the period of the contract and the life of the system.

#### **Understanding of the Project (15%)**

An assessment of the Vendor's understanding of the City's needs.

#### **Functionality (35%)**

Ability to deploy an application with the Core Functionality defined in the RFP.

#### **Record of Performance (10%)**

The Vendor's work experience and history of successful completion of similar projects and its record of completing projects within originally allocated time frames and budgets will be considered under this category.

Specific evaluation criteria under this section include:

- Demonstrated ability to successfully provide products and services required to municipalities or other organizations with projects similar in size and scope to this project.
- Overall assessment of references.
- Demonstrated ability to meet the requirements and services of this RFP.

#### **Qualifications and Experience (10%)**

The qualifications and demonstrated experience of the firm and the proposed project team will be evaluated in this category.

#### **Schedule (10%)**

A timeline for implementation with clearly defined project activities and associated milestones. This category will be evaluated by review of the submitted project schedule.

#### **Price Proposal (20%)**

Responses to this RFP should include detailed description of specific hardware, software, professional services and application functionality needed to fully implement an Online Bill

Presentment and Payment System solution for the City. Please fill in the functional requirements matrices form attached using the key below and provide clarifying comments as needed.

## FUNCTIONAL REQUIREMENTS

Use this key to determine which code to place in each of the functional requirements matrices attached.

| Matrix Column | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Description   | This column presents desired functionality                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Code          | <b>3 – Software/services can completely meet this requirement with no custom code and no additional expense.</b> For example, this code should be used when the requirement can be met by populating a table or modifying a screen so long as these tables or screen changes would not affect software updates.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|               | <b>2 – Software/services can meet requirement with minor code modifications with no impact on future releases.</b> Modifications are placed in production by the implementation date with no additional cost for modification; the modification becomes part of the next software release.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|               | <b>1 – Software/services will not meet requirement and will require system modification.</b> Testing and production of modifications will be in place prior to implementation date; however, the customer will assume a cost above the basic system cost for future updates.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|               | <b>0 – Software/services will not meet requirement.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Comments      | <p>Use this section to explain if N/A is present in the Code Column and to provide additional information about your responses. In particular, we want to know:</p> <ul style="list-style-type: none"> <li>• If your description includes any features that are not part of the base software package or is not part of your standard professional services (i.e. hosting).</li> <li>• If your response includes uses of third party software, ad-hoc query tools, “creative” use of exiting features, or custom modifications.</li> </ul> <p>Although costs are requested in a separate section, please provide a realistic dollar estimate if there is additional cost associated with your solution, and whether that cost is due to additional software purchase or modification work.</p> |

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**Functional Requirements Matrices Form**

**FORMS**

**FUNCTIONAL REQUIREMENTS MATRICES FORM**

|    | Description                                                                                                                                                                  | Code |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
|    | <b>CORE FUNCTIONALITY:</b>                                                                                                                                                   |      |
|    | <b>User Functionality</b>                                                                                                                                                    |      |
| 1. | User friendly customer interface.                                                                                                                                            |      |
|    | Comments:                                                                                                                                                                    |      |
| 2. | Ability to provide a secure web-presentment of bills, invoices and information such as correspondence, newsletters, inserts, statements, business licenses information, etc. |      |
|    | Comments:                                                                                                                                                                    |      |
| 3. | Ability for customers to choose to receive E-bills and/or paper bills.                                                                                                       |      |
|    | Comments:                                                                                                                                                                    |      |
| 4. | Ability to view bill inserts electronically.                                                                                                                                 |      |
|    | Comments:                                                                                                                                                                    |      |

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|     | Description                                                                          | Code |
|-----|--------------------------------------------------------------------------------------|------|
| 5.  | Ability to request email notification of bill.                                       |      |
|     | Comments:                                                                            |      |
| 6.  | Ability to choose email notifications such as Due Date Reminders, Late Notices, etc. |      |
|     | Comments:                                                                            |      |
| 7.  | Ability to make payments via credit card or electronic check.                        |      |
|     | Comments:                                                                            |      |
| 8.  | Ability to set up recurring automatic payments.                                      |      |
|     | Comments:                                                                            |      |
| 9.  | Ability to set up recurring automatic payments under maximum threshold.              |      |
|     | Comments:                                                                            |      |
| 10. | Ability to schedule payments.                                                        |      |
|     | Comments:                                                                            |      |

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|     | Description                                                                                 | Code |
|-----|---------------------------------------------------------------------------------------------|------|
| 11. | Ability to see past payment histories.                                                      |      |
|     |                                                                                             |      |
|     | <b>System Functionality:</b>                                                                |      |
| 12. | Ability to present detailed account information (meter readings, library fines, taxes due.) |      |
|     | Comments:                                                                                   |      |
| 13. | Ability to provide 12 month account history                                                 |      |
|     | Comments:                                                                                   |      |
| 14. | Ability to design website, bills, and emails to mimic City's look/feel.                     |      |
|     | Comments:                                                                                   |      |
| 15. | Ability for Customer Service Representatives to enter phone Credit Card payments.           |      |
|     | Comments:                                                                                   |      |

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|     | <b>Description</b>                                                                                                                   | <b>Code</b> |
|-----|--------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 16. | Ability to add additional City online payment processes.                                                                             |             |
|     | Comments:                                                                                                                            |             |
| 17. | Does your product facilitate daily transfer of payment information for accounts receivable reconciliation? How is that accomplished? |             |
|     | Comments:                                                                                                                            |             |
| 18. | How is the billing data transferred to your product?                                                                                 | N/A         |
|     | Comments:                                                                                                                            |             |
| 19. | Who is your preferred payment processor?                                                                                             | N/A         |
|     | Comments:                                                                                                                            |             |
| 20. | Do you work with PayPal?                                                                                                             | N/A         |
|     | Comments:                                                                                                                            |             |
| 21. | Does your product integrate with other payment processors? Please list those payment processors.                                     | N/A         |
|     | Comments:                                                                                                                            |             |

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|     | <b>Description</b>                                                                                                                                                                         | <b>Code</b> |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 22. | Ability to provide electronic remittance reporting allowing the ability to upload remittance data directly into a billing system for both ACH and Credit/Debit card payments.              |             |
|     | Comments:                                                                                                                                                                                  |             |
| 23. | Is your product a vendor hosted solution?                                                                                                                                                  | N/A         |
|     | Comments:                                                                                                                                                                                  |             |
| 24. | Is your product a client based software solution with a Web application that resides at the customer's site?                                                                               | NA          |
|     | Comments:                                                                                                                                                                                  |             |
| 25. | We are planning to expand the use of this product to other City departments in the future. Please explain how you would accomplish the following and provide examples of past experiences: | N/A         |
|     | Comments:                                                                                                                                                                                  |             |
|     | 25a. Ability to pay accrued Library fines/fees.                                                                                                                                            | N/A         |
|     | Comments:                                                                                                                                                                                  |             |

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|  | <b>Description</b>                                               | <b>Code</b> |
|--|------------------------------------------------------------------|-------------|
|  | 25b. Ability to pay taxes online.                                | N/A         |
|  | Comments:                                                        |             |
|  | 25c. Ability to purchase animal licenses                         | N/A         |
|  | Comments:                                                        |             |
|  | 25d. Ability to purchase building permits                        | N/A         |
|  | Comments:                                                        |             |
|  | 25e. Ability to purchase business licenses                       | N/A         |
|  | Comments:                                                        |             |
|  | 25f. Ability to pay parking fines, speeding tickets, court fees. | N/A         |
|  | Comments:                                                        |             |
|  | 25g. Ability to register and pay for residential parking.        | N/A         |
|  | Comments:                                                        |             |

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|     | <b>Description</b>                                                                                                             | <b>Code</b> |
|-----|--------------------------------------------------------------------------------------------------------------------------------|-------------|
|     | 25h. Ability to register and pay for events.                                                                                   | N/A         |
|     | Comments:                                                                                                                      |             |
|     | 25i. Ability to submit donations to City related non-profit foundations.                                                       | N/A         |
|     | Comments:                                                                                                                      |             |
| 26. | How does your system upload user specific information to allow them to view their current bill and payment history?            | N/A         |
|     | Comments:                                                                                                                      |             |
| 27. | How does your system send payment transaction information to City applications and databases to record online account payment? | N/A         |
|     | Comments:                                                                                                                      |             |
|     | <b>Desired Functionality</b>                                                                                                   |             |
| 28. | Ability to provide Multiple Account Access / Payments Under One Log-In.                                                        |             |
|     | Comments:                                                                                                                      |             |

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|     | Description                                                                                                        | Code |
|-----|--------------------------------------------------------------------------------------------------------------------|------|
| 29. | Ability to provide an automated payment line.                                                                      |      |
|     | Comments:                                                                                                          |      |
|     |                                                                                                                    |      |
|     | <b>Reporting:</b>                                                                                                  |      |
| 30. | Ability to generate System Use Reports, such as number of monthly transactions, number of new users enrolled, etc. |      |
|     | Comments:                                                                                                          |      |
|     |                                                                                                                    |      |
| 31. | List any existing reports provided by your system.                                                                 | N/A  |
|     | Comments:                                                                                                          |      |
|     |                                                                                                                    |      |
| 32. | Ability to provide Transaction and Reconciliation Reports.                                                         |      |
|     | Comments:                                                                                                          |      |
|     |                                                                                                                    |      |
|     | <b>Security:</b>                                                                                                   |      |
| 33. | Require a User Account and Login to access the application.                                                        |      |
|     | Comments:                                                                                                          |      |
|     |                                                                                                                    |      |

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|     | <b>Description</b>                                                                                                | <b>Code</b> |
|-----|-------------------------------------------------------------------------------------------------------------------|-------------|
| 34. | Ability to restrict access. (Example by user or group) <i>Please explain how this is accomplished.</i>            |             |
|     | Comments:                                                                                                         |             |
| 35. | Ability to use an Active Directory User Domain Account for access to the application (for Client/Server Systems). |             |
|     | Comments:                                                                                                         |             |
| 36. | Will you require remote access during implementation, or to provide maintenance or troubleshooting?               | N/A         |
|     | Comments:                                                                                                         |             |
| 37. | Redundant Data Centers for back-up purposes for Hosted Solutions                                                  |             |
|     | Comments:                                                                                                         |             |
| 38. | Are you PCI Compliant?                                                                                            | N/A         |
|     | Comments:                                                                                                         |             |

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|     | <b>Description</b>                                                                                                                                         | <b>Code</b> |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 39. | Do you comply with Public Deposit Protection Commission (PDPC) rules?                                                                                      | N/A         |
|     | Comments:                                                                                                                                                  |             |
| 40. | What are your disaster recovery capabilities?                                                                                                              | N/A         |
|     | Comments:                                                                                                                                                  |             |
| 41  | What is the method of data encryption for online transactions? SSL, etc.                                                                                   | N/A         |
|     | Comments:                                                                                                                                                  |             |
| 42. | Has your company experienced any security breaches in the last three years that resulted in customer information being compromised? If so, please explain. | N/A         |
|     | Comments:                                                                                                                                                  |             |
|     | <b>Data Integration</b>                                                                                                                                    |             |
| 43. | Ability to integrate with existing CIS Infinity Utility Billing System.                                                                                    |             |
|     | Comments:                                                                                                                                                  |             |

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|     | Description                                                                                                                                                                                   | Code |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
|     | <b>Interfaces with Other Software</b>                                                                                                                                                         |      |
| 44. | Ability to integrate with existing Cayenta Financial System.                                                                                                                                  |      |
|     | Comments:                                                                                                                                                                                     |      |
| 45. | Ability to integrate with existing Polaris Library Circulation System.                                                                                                                        |      |
|     | Comments:                                                                                                                                                                                     |      |
|     | <b>Technical Specifications/Requirements:</b>                                                                                                                                                 |      |
| 46. | Database Compatible with Microsoft SQL or Oracle. Indicate in comments the specific backend databases supported along with the latest version supported.                                      |      |
|     | Comments:                                                                                                                                                                                     |      |
| 47. | Does the system require an Application Server, Database Server, Web Server, File Server, etc. <i>Please include a diagram/network topology explaining the need for each of these servers.</i> | N/A  |
|     | Comments:                                                                                                                                                                                     |      |
| 48. | Does your system require web services, such as IIS, Apache, etc? What versions does it support?                                                                                               | N/A  |
|     | Comments:                                                                                                                                                                                     |      |

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|     | Description                                                                                                                            | Code |
|-----|----------------------------------------------------------------------------------------------------------------------------------------|------|
| 49. | Is the system software compatible with Microsoft XP and Microsoft XP Tablet PC Operating Systems? Please note if Windows 7 Compatible. |      |
|     | Comments:                                                                                                                              |      |
| 50. | Is the system software compatible with Desktops, Laptops and Tablet PCs?                                                               |      |
|     | Comments:                                                                                                                              |      |
| 51. | Is the system software compatible with Windows 2003 Server? Please note if compatible with Windows 2008 Server.                        |      |
|     | Comments:                                                                                                                              |      |
| 52. | The City standard for server virtualization is VMware; will this system work in a VMware virtualized environment?                      |      |
|     | Comments:                                                                                                                              |      |
|     | <b>Project Services:</b>                                                                                                               |      |
| 53. | Does the vendor provide a project schedule/timeline?                                                                                   |      |
|     | Comments:                                                                                                                              |      |

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|     | Description                                                                                             | Code |
|-----|---------------------------------------------------------------------------------------------------------|------|
| 54. | Does the vendor provide application requirements analysis?                                              |      |
|     | Comments:                                                                                               |      |
| 55. | Does the vendor provide system configuration and testing?                                               |      |
|     | Comments:                                                                                               |      |
| 56. | Does the vendor provide an implementation plan and schedule?                                            |      |
|     | Comments:                                                                                               |      |
| 57. | Does the vendor provide technical support for implementation?                                           |      |
|     | Comments:                                                                                               |      |
| 58. | Does the vendor provide progress reporting?                                                             |      |
|     | Comments:                                                                                               |      |
|     | <b>Licensing Requirements:</b>                                                                          |      |
| 59. | In the comments section below describe your licensing model including any requirements for named users. | N/A  |
|     | Comments:                                                                                               |      |

City of Everett  
**REQUEST FOR PROPOSALS**  
 Proposal 2009-080  
**Online Bill Presentment and Payment System**  
**Functional Requirements Matrices Form**

|     | <b>Description</b>                                                                                                                                                                                                                | <b>Code</b> |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 60. | Vendor's software licensing model easily allows for adding additional licenses.                                                                                                                                                   |             |
|     | Comments:                                                                                                                                                                                                                         |             |
| 61. | A copy of the City of Everett's standard software contract is included with this bid packet. Will your company use this contract if you are the successful proposer? If you are not able to use this contract as is, explain why. |             |
|     | Comments:                                                                                                                                                                                                                         |             |
|     | <b>Costs</b>                                                                                                                                                                                                                      |             |
| 62. | Is there a Monthly Fee per Enrolled User?                                                                                                                                                                                         | N/A         |
|     | Comments:                                                                                                                                                                                                                         |             |
| 63. | Are the costs associated with the payment processors known at this time?                                                                                                                                                          | N/A         |
|     | Comments:                                                                                                                                                                                                                         |             |

City of Everett  
**REQUEST FOR PROPOSALS**  
 Proposal 2009-080  
**Online Bill Presentment and Payment System**  
**Functional Requirements Matrices Form**

|     | <b>Description</b>                                                                                        | <b>Code</b> |
|-----|-----------------------------------------------------------------------------------------------------------|-------------|
| 64. | Will a separate processing fee and contract need to be negotiated with the payment processor by the City? | N/A         |
|     | Comments:                                                                                                 |             |
| 65. | Is there a Per Transaction Fee based on a percentage of bill amt for online bill payment?                 | N/A         |
|     | Comments:                                                                                                 |             |
| 66. | Is there a Per Transaction Flat fee for online bill payment?                                              | N/A         |
|     | Comments:                                                                                                 |             |
| 67. | Is there a Per Transaction Fee based on percentage of bill amt for phone credit card payments?            | N/A         |
|     | Comments:                                                                                                 |             |
| 68. | Is there a Per Transaction Flat Fee for credit card payments?                                             | N/A         |
|     | Comments:                                                                                                 |             |

City of Everett  
**REQUEST FOR PROPOSALS**  
 Proposal 2009-080  
**Online Bill Presentment and Payment System**  
**Functional Requirements Matrices Form**

|     | Description                                                           | Code |
|-----|-----------------------------------------------------------------------|------|
|     | <b>Annual Maintenance</b>                                             |      |
| 69. | What is included in the Annual Maintenance?                           |      |
|     | Comments:                                                             |      |
|     |                                                                       |      |
|     | <b>Support</b>                                                        |      |
| 70. | What is the Support Level Agreement for this System?                  |      |
|     | Comments:                                                             |      |
|     |                                                                       |      |
| 71. | What are the hours of Customer Service/Help Desk (Pacific Time Zone)? |      |
|     | Comments:                                                             |      |
|     |                                                                       |      |

City of Everett  
**REQUEST FOR PROPOSALS**  
 Proposal 2009-080  
**Online Bill Presentment and Payment System**  
**Price Sheet Form**

**PRICE SHEET FORM**

Instructions: To simplify bid evaluations, base your price sheet information on implementation of the City's first priority online service which is the utility bill presentment and payment capability. Assume 1,000 online service users (customers) and 3 administrative user accounts (City staff).

| <b>Price Sheet</b>                  |                |             |  |                       |
|-------------------------------------|----------------|-------------|--|-----------------------|
| <b>Description</b>                  | <b>Qty/Hrs</b> | <b>Cost</b> |  | <b>Extended Total</b> |
| <b>Licensing (Type/Description)</b> |                |             |  |                       |
|                                     |                |             |  |                       |
| Comments:                           |                |             |  |                       |
|                                     |                |             |  |                       |
| Comments:                           |                |             |  |                       |
|                                     |                |             |  |                       |
| Comments:                           |                |             |  |                       |
|                                     |                |             |  |                       |
| Comments:                           |                |             |  |                       |

City of Everett  
**REQUEST FOR PROPOSALS**  
 Proposal 2009-080  
**Online Bill Presentment and Payment System**  
**Price Sheet Form**

| <b>Price Sheet</b>                                                                                                |                |             |  |                       |
|-------------------------------------------------------------------------------------------------------------------|----------------|-------------|--|-----------------------|
| <b>Description</b>                                                                                                | <b>Qty/Hrs</b> | <b>Cost</b> |  | <b>Extended Total</b> |
|                                                                                                                   |                |             |  |                       |
| Comments:                                                                                                         |                |             |  |                       |
| <b>Transaction Fees</b>                                                                                           |                |             |  |                       |
| Enrolled User Fee<br>(If applicable, indicate amount and length of time the fee covers such as annual or monthly) |                |             |  |                       |
| Comments:                                                                                                         |                |             |  |                       |
| Per Transaction Fee<br>(Indicate fee basis such as percent of transaction amount or flat fee per transaction)     |                |             |  |                       |
| Comments:                                                                                                         |                |             |  |                       |
| Other Transaction Fees                                                                                            |                |             |  |                       |
| Comments:                                                                                                         |                |             |  |                       |

City of Everett  
**REQUEST FOR PROPOSALS**  
 Proposal 2009-080  
**Online Bill Presentment and Payment System**  
**Price Sheet Form**

| <b>Price Sheet</b>                                   |                |             |  |                       |
|------------------------------------------------------|----------------|-------------|--|-----------------------|
| <b>Description</b>                                   | <b>Qty/Hrs</b> | <b>Cost</b> |  | <b>Extended Total</b> |
| <b>Professional Services</b>                         |                |             |  |                       |
| Data Integration                                     |                |             |  |                       |
| Comments:                                            |                |             |  |                       |
| System Configuration                                 |                |             |  |                       |
| Comments:                                            |                |             |  |                       |
| Training-Administrators                              |                |             |  |                       |
| Comments:                                            |                |             |  |                       |
| Training-End Users                                   |                |             |  |                       |
| Comments:                                            |                |             |  |                       |
| Additional Development to meet project requirements. |                |             |  |                       |
| Comments:                                            |                |             |  |                       |

City of Everett  
**REQUEST FOR PROPOSALS**  
 Proposal 2009-080  
**Online Bill Presentment and Payment System**  
**Price Sheet Form**

| <b>Price Sheet</b>                                                        |                |             |  |                       |
|---------------------------------------------------------------------------|----------------|-------------|--|-----------------------|
| <b>Description</b>                                                        | <b>Qty/Hrs</b> | <b>Cost</b> |  | <b>Extended Total</b> |
|                                                                           |                |             |  |                       |
| Comments:                                                                 |                |             |  |                       |
|                                                                           |                |             |  |                       |
| Comments:                                                                 |                |             |  |                       |
|                                                                           |                |             |  |                       |
| Comments:                                                                 |                |             |  |                       |
| Other (Please Describe)                                                   |                |             |  |                       |
| Comments:                                                                 |                |             |  |                       |
| <b>Maintenance</b>                                                        |                |             |  |                       |
| Annual Maintenance & Support for following years. (Explain Pricing Model) |                |             |  |                       |
| Comments:                                                                 |                |             |  |                       |

City of Everett  
**REQUEST FOR PROPOSALS**  
 Proposal 2009-080  
**Online Bill Presentment and Payment System**  
**Price Sheet Form**

| <b>Price Sheet</b>                                                          |                |             |  |                       |
|-----------------------------------------------------------------------------|----------------|-------------|--|-----------------------|
| <b>Description</b>                                                          | <b>Qty/Hrs</b> | <b>Cost</b> |  | <b>Extended Total</b> |
| Annual Maintenance 1 <sup>st</sup> Year                                     |                |             |  |                       |
| Comments:                                                                   |                |             |  |                       |
| Annual Maintenance 2 <sup>nd</sup> Year                                     |                |             |  |                       |
| Comments:                                                                   |                |             |  |                       |
| Annual Maintenance 3 <sup>rd</sup> Year                                     |                |             |  |                       |
| Comments:                                                                   |                |             |  |                       |
| Annual Maintenance 4 <sup>th</sup> Year                                     |                |             |  |                       |
| Comments:                                                                   |                |             |  |                       |
| Annual Maintenance 5 <sup>th</sup> Year                                     |                |             |  |                       |
| Comments:                                                                   |                |             |  |                       |
| <b>Hardware, Operating System and Database Requirements</b>                 |                |             |  |                       |
| Please list all hardware and software that will be required by your system. |                |             |  |                       |
|                                                                             |                |             |  |                       |

City of Everett  
**REQUEST FOR PROPOSALS**  
 Proposal 2009-080  
**Online Bill Presentment and Payment System**  
**Price Sheet Form**

| <b>Price Sheet</b>                  |                |             |                  |                       |
|-------------------------------------|----------------|-------------|------------------|-----------------------|
| <b>Description</b>                  | <b>Qty/Hrs</b> | <b>Cost</b> |                  | <b>Extended Total</b> |
| Comments:                           |                |             |                  |                       |
|                                     |                |             |                  |                       |
| Comments:                           |                |             |                  |                       |
|                                     |                |             |                  |                       |
| Comments:                           |                |             |                  |                       |
|                                     |                |             |                  |                       |
| Comments:                           |                |             |                  |                       |
|                                     |                |             |                  |                       |
| Comments:                           |                |             |                  |                       |
|                                     |                |             |                  |                       |
|                                     |                |             | <b>Sub Total</b> |                       |
|                                     |                |             | <b>Tax</b>       |                       |
|                                     |                |             | <b>Total</b>     |                       |
| <b>Additional or Optional Costs</b> |                |             |                  |                       |
| Travel and Accommodations           |                |             |                  |                       |

City of Everett  
**REQUEST FOR PROPOSALS**  
 Proposal 2009-080  
**Online Bill Presentment and Payment System**  
**Price Sheet Form**

| <b>Price Sheet</b>                                        |                |             |                  |                       |
|-----------------------------------------------------------|----------------|-------------|------------------|-----------------------|
| <b>Description</b>                                        | <b>Qty/Hrs</b> | <b>Cost</b> |                  | <b>Extended Total</b> |
| Comments:                                                 |                |             |                  |                       |
| Cost of additional modules/software to meet requirements. |                |             |                  |                       |
| Comments:                                                 |                |             |                  |                       |
|                                                           |                |             |                  |                       |
| Comments:                                                 |                |             |                  |                       |
|                                                           |                |             |                  |                       |
| Comments:                                                 |                |             |                  |                       |
|                                                           |                |             |                  |                       |
| Comments:                                                 |                |             |                  |                       |
|                                                           |                |             |                  |                       |
|                                                           |                |             | <b>Sub Total</b> |                       |
|                                                           |                |             | <b>Tax</b>       |                       |
|                                                           |                |             | <b>Total</b>     |                       |

City of Everett  
**REQUEST FOR PROPOSALS**  
Proposal 2009-080  
**Online Bill Presentment and Payment System**  
**Summary Form**

**SUMMARY FORM**

**This form is to be completed by all proposers and submitted with four copies.**

Proposer's Corporate Name \_\_\_\_\_

1. Proposer has been in business continuously since \_\_\_\_\_ (year)
2. Select three entities most similar to this project for which Proposer has provided an **Online Bill Presentment and Payment System**, and provide the following information:

| <u>Name of firm</u> | <u>Date</u> | <u>Address</u> | <u>Reference Name/Phone #</u> |
|---------------------|-------------|----------------|-------------------------------|
| _____               | _____       | _____          | _____                         |
| _____               | _____       | _____          | _____                         |
| _____               | _____       | _____          | _____                         |
| _____               | _____       | _____          | _____                         |

3. Proof of general liability insurance as outlined in the Request for Proposals.

City of Everett  
**REQUEST FOR PROPOSALS**  
Proposal 2009-080  
**Online Bill Presentment and Payment System**  
**Certification Form**

**CERTIFICATION FORM**

Proposers must return the following certification with their proposals.

With my signature, I certify the following:

1. I am authorized to commit my firm to this Proposal and that the information herein is valid for 120 days from this date.
2. That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
3. That I have had an opportunity to ask questions regarding this RFP and that those questions have been answered.
4. That this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid/quote, and is in all respects fair and without collusion or fraud.

Proposer Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_

City of Everett  
**REQUEST FOR PROPOSALS**  
Proposal 2009-080  
**Online Bill Presentment and Payment System**  
**Non-Collusion Form**

**NON-COLLUSION FORM**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid/quote, and is in all respects fair and without collusion or fraud.

The below signed bidder has not divulged to nor has discussed or compared his bid with other bidders and had not colluded with any other bidder or parties to bid whatsoever. Note: No premiums, rebates or gratuities to any employee or agent are permitted, either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material as applicable.

Company Name:\_\_\_\_\_

Mailing Address:\_\_\_\_\_

City-State-Zip:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Authorized Signature:\_\_\_\_\_  
(Written)

Authorized Signature:\_\_\_\_\_  
(Typed/Printed)

City of Everett  
**REQUEST FOR PROPOSALS**  
Proposal 2009-080  
**Online Bill Presentment and Payment System**  
**No Proposal Form**

**NO PROPOSAL FORM**

Dear Prospective Proposer:

If you determine not to submit a proposal in response to this solicitation, we would very much appreciate your completing and returning this form for our records.

Reason for not submitting a proposal in response to this solicitation:

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FULL LEGAL NAME OF COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

NAME (PLEASE PRINT) \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

Thank you for your assistance. Please mail or fax to:

City of Everett Purchasing Division  
3200 Cedar Street  
Everett WA 98201  
Fax: (425) 257-8864

**SAMPLE CONTRACT**

**Agreement for Purchase, Installation and  
Training of [Software]**

**CITY OF EVERETT  
WASHINGTON**

**and  
[VENDOR]**

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EXHIBIT A—SCOPE OF WORK

EXHIBIT B—COMPENSATION

**SOFTWARE AGREEMENT BETWEEN CITY OF EVERETT AND [VENDOR]**  
**THIS AGREEMENT** is by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and [Vendor], a \_\_\_\_\_ corporation, whose address is \_\_\_\_\_, hereinafter referred to as "[Vendor]".

## **1 RECITALS**

### **WHEREAS,**

1.1 The City desired to acquire a software system for a Online Bill Presentment and Payment System.

1.2 The City issued Request for Proposal \_\_\_\_\_ ("RFP").

1.3 [Vendor] is a software developer of such a system, called [Product] ("Product").

1.4 [Vendor] responded to the RFP with a proposal.

1.5 City Council selected [Vendor]'s proposal as the proposal submitted that is most advantageous to the City, and authorized the Mayor to negotiate and execute a contract with [Vendor].

**NOW, THEREFORE,** the parties herein do mutually agree as follows:

## **2 SERVICES AND PRODUCTS—GENERAL**

By entering into this Agreement, the parties intend that [Vendor] furnish, install and test Software for a fully functioning [software system]. This general description does not supersede the more specific descriptions contained herein, or in the documents incorporated by reference.

## **3 SCOPE OF WORK**

The scope of work, and Software to be furnished and installed, is identified in this Agreement and the Exhibits to this Agreement. The Software is more particularly described in Exhibit A.

## **4 PRICE AND PAYMENT**

4.1 [Vendor] shall be paid such amounts and in the manner as described in Exhibit B. Such payment shall be full compensation for all work performed, Software furnished and installed, and services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to perform completely its obligations hereunder.

4.2 Total compensation, including all services and expenses, shall not exceed a maximum of [Price] (\$\_\_\_\_\_).

4.3 It is the intention of the parties that the price includes all expenses. Therefore, no expense shall be reimbursed unless the amount was reasonable, the expense was reasonably necessary to complete the contract, the expense was not reasonably foreseeable or included in [Vendor]'s price, and the expense was approved in writing by an authorized City representative prior to [Vendor] incurring the expense.

4.4 If [Vendor] fails within a reasonable period of time, or if [Vendor] refuses, to correct defects when so requested by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by [Vendor]'s conduct. At its sole option, City may deduct from any payment, including a final payment (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other back-charges or credits.

4.5 To obtain payment, [Vendor] shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of the work accomplished to the pay point described in Exhibit B; and (c) comply with all applicable

provisions of this Agreement. Contractor shall be paid as described in the exhibits to this Agreement.

4.6 All requests for payment should be sent to:

City of Everett

Attn: IT Director

2930 Wetmore, Ste. 6A

Everett, WA 98201

## **5 [VENDOR] SOFTWARE**

### ***5.1 Grant of License and Right to Use***

[Vendor] grants to City in perpetuity a non-exclusive, concurrent access license to use (a) the Software and (b) any upgrades or maintenance releases provided pursuant to this Agreement or to a maintenance agreement and bug fixes, or patches.

The maximum number of concurrent users shall be [number of seats] (\_\_\_).

If the source code for the Software, in whole or in part, is released to the City pursuant to the escrow agreement, the City may then adapt, enhance, modify or change any or all of the Software. Nothing herein requires City to furnish or license such adaptations, enhancements, or modifications from or to [Vendor].

City may install the Software on any and all workstations owned or controlled by the City. City acknowledges that users who attempt to use the Software will not be able to log on successfully when the maximum number of concurrent users are already logged on.

City shall not remove, obscure or alter any notice of patent, copyright, trademark, trade secret or other property right in the Software. Except for the license and rights granted herein, all rights, title and interest in the intellectual property rights in and to such software remain with [Vendor].

City may make such copies of the Software as are reasonably necessary for City to use or exercise the rights granted hereunder.

No right is granted for the use of Software directly for any third person, or for any use by any third person of Software.

City may not sub-license, re-sell, transfer, convey or otherwise distribute the Software to third parties without the express written consent of [Vendor].

### ***5.2 Furnishing and Installation of Software***

[Vendor] shall furnish and properly install current versions of the Software. [Vendor] shall provide at least two sets of current documentation and manuals for the Software. One copy shall be a reproduction master or an electronic file in either MS Office or Adobe Acrobat PDF format for use by the City in producing operating manuals for internal usage. The vendor shall provide an unlimited license for the City to copy and distribute the documentation for internal use.

[Vendor] shall confirm the Software is operable and adequately performs its intended functions by performing tests chosen by [Vendor] to determine the Software's operability both individually and in combination with each other on the City's standard platform in the City's standard operating environment

### **5.3 Preparation and Access**

City will allow [Vendor] access to its premises as reasonably necessary or appropriate for [Vendor] to perform its obligations under this Agreement.

### **5.4 Ownership of Data**

[Vendor] acknowledges: (a) the data contained within the database are and will remain the exclusive property of the City; and (b) the data structures and architecture are owned by [Vendor]. With respect to the data structures and architecture, [Vendor] retains full and complete rights to use, modify, further develop, copyright, patent, license, sell, encumber or convey its rights in the data structures and architecture. The City retains full and complete rights to use such structures and architecture in perpetuity, and in the event of release of the source code pursuant to the Escrow Agreement, to modify, enhance or change it.

## **6 CONFIGURATION AND DEVELOPMENT**

### **6.1 Configuration**

[Vendor] shall provide services to install and configure the Software in accordance with this Agreement. The specifications and functionality of the Software, the timetable for the work, the budget (including terms of payment), and acceptance criteria and tests are stated herein or attached in the exhibits hereto and incorporated by reference.

### **6.2 Other Software Development**

The parties agree that [Vendor] is not developing software for the City, except minor customization consistent with configuration of [Vendor]'s Software, such as changing field labels, menus, etc. The parties expressly agree that software development is outside the scope of this Agreement. The parties further agree that any software development will only be contracted for by use of an additional, separate, written agreement.

### **6.3 Resources**

[Vendor] shall commit and utilize sufficient resources to use its best efforts to meet the interim milestones within the timetable.

### **6.4 Timetable**

[Vendor] shall notify City of any circumstances, if, as and when they arise, that may be reasonably anticipated to lead to a material deviation from the timetable set forth in this Agreement. Such deviations shall constitute a material breach of this Agreement unless they are caused by events, actions or activities beyond [Vendor]'s reasonable control not otherwise constituting a breach of this Agreement, in which latter event the timetable to which the deviation is applicable shall be extended by the number of calendar days of delay causing the deviation.

## **7 DELIVERY, INSTALLATION AND ACCEPTANCE**

### **7.1 Delivery and Installation**

[Vendor] shall deliver and install the Software at the location(s) designated by the City, and shall deliver thereto all documentation and other materials. [Vendor] may configure the Software either prior to installation at a location of [Vendor]'s choosing, or [Vendor] may configure the Software during installation at the location(s) designated by the City. [Vendor] shall inform City when such delivery, installation and configuration occur.

## **7.2 Tests**

Promptly upon completion of the installation of the Software, [Vendor] shall perform tests to ensure the operability, adequacy and accuracy of the Software. City shall be notified before the tests are run, and City shall be allowed to observe the testing.

## **7.3 Acceptance**

City shall accept the Software when it delivers to [Vendor] a written notice accepting the same. At its sole option, the City may issue multiple partial acceptances.

## **7.4 Cure of Non-Conformities or Defects**

In the event that City notifies [Vendor] of non-conformance or reproducible and verifiable defects, [Vendor] shall promptly cure any defects or non-conformities.

## **8 CONFIDENTIALITY**

### **8.1 City Information To Be Kept Confidential**

[Vendor] acknowledges that it may be provided access to confidential data of City that is not subject to disclosure pursuant to RCW Chap. 42.17. [Vendor] shall use its best efforts: (1) not to, at any time, disclose or disseminate confidential data embodied in the data to any other person, firm, organization, or employee who does not need to obtain access thereto consistent with [Vendor] obligations under this Agreement; (2) not to disclose or disseminate such confidential data to any third party; and (3) to ensure that all persons working for [Vendor] protect City's confidential data against unauthorized use, dissemination, or disclosure. [Vendor]'s obligations under this section shall not apply to any information that is or becomes available without restriction to the general public by acts not attributable to City or its employees.

### **8.2 [Vendor] Confidential Information**

It is understood and agreed that City does not wish to receive from [Vendor] any confidential information of [Vendor] or of any third party. [Vendor] represents and warrants that any information provided to City in the course of entering into this Agreement or performing work hereunder shall not be confidential or proprietary of [Vendor]. [Vendor]'s data structures, links, architecture, and implementation of its Software are confidential, proprietary and kept by [Vendor] as a trade secret. [Vendor] acknowledges, however, that the City is subject to RCW Chap. 42.17. Therefore, if a request is made for disclosure of the data structures, tables, links, architecture, or implementation of Software, the City agrees to make reasonable efforts to notify [Vendor] so that [Vendor] may, if it chooses, contest disclosure in the manner allowed by RCW Chap. 42.17 or any other applicable law.

## **9 INTELLECTUAL PROPERTY RIGHTS**

All Software provided hereunder is and shall remain the property of [Vendor], or, if licensed by [Vendor], the licensor. [Vendor] represents and warrants that: (1) it is and will be either the sole author of, or duly licensed and authorized to use, all works employed by [Vendor] in preparing any and all Software; (2) it has and will have full and sufficient right to assign or grant the rights and/or licenses in the Software and (3) all Software provided to the City do not and will not infringe any patents, copyrights, trademarks, or other intellectual property rights (including trade secrets), privacy or similar rights of any third party, nor has any claim (whether or not embodied in an action, past or present) of such infringement been threatened or asserted, nor is such a claim pending against [Vendor] (or, insofar as [Vendor] is aware, any entity from which [Vendor] has obtained such rights).

## **10 WARRANTIES**

10.1 [Vendor] warrants and represents that the level of bugs or errors in the user interface or in the processing or handling of transactions are no greater than reasonable and customary in the industry, that [Vendor] has made and will use its best efforts to eliminate bugs or errors, that the Software will operate without unreasonable interruptions (either in number or duration).

10.2 [Vendor] does not warrant or represent that the Software or documentation is completely free of errors, that it will always operate without any interruptions, or that it is compatible with all conceivable hardware and software configurations.

10.3 [Vendor] represents and warrants that (i) [Vendor] has the power and authority to enter into and perform this Agreement, (ii) this Agreement, when executed and delivered, shall be a valid and binding obligation of [Vendor] enforceable in accordance with its terms, and (iii) [Vendor] shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work.

10.4 [Vendor] represents and warrants that it is the sole owner or licensee (with the right to sublicense) of the Software it furnishes and installs pursuant to this Agreement and that no license other than that granted by this Agreement is necessary for the City to possess or use any of the Software lawfully.

10.5 [Vendor] represents and warrants: (1) that all Software shall be prepared by it in a workmanlike manner and in accordance with the highest professional standards; (2) that all Software will function on the machines and with operating systems for which they are to be installed under this Agreement; (3) that all Software will conform to the specifications and functions set forth in the documentation; (4) that the maximum number of records that can be maintained or processed by the Software provided hereunder shall be the same maximum number of records per file allowed by the underlying database software; and (4) that [Vendor] will perform all work in compliance with applicable law.

## **11 SOFTWARE SUPPORT AND MAINTENANCE**

### ***11.1 Term***

For one year from the date all Software provided hereunder and work pursuant to this Agreement is accepted by City, [Vendor] shall provide technical support of up to \_\_\_\_ hours and Software updates at no charge. "Software updates" includes, but is not limited to, the release, issuance or shipping of an updated, modified, enhanced or changed release or version of any of the Software.

### ***11.2 Notice of New Releases or Enhancements***

[Vendor] shall notify City of the availability of any new releases or enhancements of the Software.

### ***11.3 Correction of Errors***

[Vendor] shall use reasonable diligence in correcting errors when reported to [Vendor]. An "error" is any failure of any portion of the Software: (i) to conform in a material respect to published documentation for the program or a process, function, command, routine, subroutine, call, etc., (ii) that results in a failure to correctly process such command, routine, etc., which results in erroneous data, or (iii) that results in an abnormal termination of the program, routine, command, etc. However, any nonconformity resulting from City's misuse or improper use of the program shall not be considered an error.

## **12 TERMINATION**

### **12.1 Breach**

If either party shall fail to fulfill one or more of its material obligations under this Agreement, the other party may, upon its election and in addition to any other remedies that it may have, at any time terminate all the rights granted by it hereunder by not less than one (1) month's written notice specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied.

### **12.2 No Breach**

City reserves the right to terminate this Agreement at any time by sending written notice ("Notice") of termination to [Vendor]. The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by [Vendor] (whether by fax, mail, delivery or other method reasonably calculated to be received by [Vendor] in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, [Vendor] shall immediately commence to end work in a reasonable and orderly manner. Unless terminated for [Vendor]'s material breach, the [Vendor] shall be paid or reimbursed for: (a) all pay points completed up to the Notice Date, less all payments previously made; and (b) a reasonable amount for work after the Notice Date, but prior to the Termination Date, that was reasonably necessary to terminate the Work in an orderly manner. The Notice shall be sent by the United States Mail to [Vendor]'s address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, the Notice may also be sent by any other method reasonably believed to provide [Vendor] actual notice in a timely manner, such as fax. The City does not by this section waive, release, or forego any legal remedy for any violation, breach, or non-performance of any of the provision of this Agreement.

## **13 INDEMNIFICATION**

Except as otherwise provided in this paragraph, [Vendor] hereby agrees to defend and indemnify the City from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by [Vendor] (or it's employees, agents, representatives, independent contractors, or consultants) relating to this Agreement. [Vendor] is obligated to defend and indemnify the City pursuant to this paragraph whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. [Vendor]'s duty to defend and indemnify pursuant to this paragraph is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of [Vendor]. [Vendor] shall not indemnify the City for Claims caused solely by the negligence of the City. Solely and expressly for the purpose of its duties to indemnify and defend the City, [Vendor] specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. [Vendor] recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, [Vendor]

employs or engages subconsultants or independent contractors, then [Vendor] shall ensure that each such sub-consultant and independent contractor (and subsequent tiers of subconsultants and [Vendor] subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph.

#### **14 INSURANCE**

14.1. [Vendor] shall comply with the following conditions and procure and keep in force during the term of this Agreement, at its own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, [Vendor] shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless [Vendor] covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

14.2. The above liability policies shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of [Vendor] to furnish the required insurance during the term of this Agreement.

14.3. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

14.4. Prior to [Vendor] performing any part of this Agreement, [Vendor] shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the above-required insurance and naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds. Receipt by the City of any certificate showing less coverage than required is not a waiver of [Vendor]'s obligations to fulfill the requirements.

14.5. [Vendor] certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington which requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. [Vendor] shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. [Vendor] shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

14.6. In case of the breach of any provision of this section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of [Vendor], such types of insurance in the name of [Vendor], and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to [Vendor] under this Agreement or may demand [Vendor] to promptly reimburse the City for such cost.

## **15 INDEPENDENT CONTRACTOR**

15.1. It is further agreed by and between the parties that because this Agreement shall not constitute nor create an employer-employee relationship, and since [Vendor] is an independent contractor, [Vendor] shall be responsible for all obligations relating to federal income tax, self-employment FICA taxes and contributions, and all other so called employer taxes and contributions, including, but not limited to, industrial insurance (Workmen's Compensation), and that [Vendor] agrees to indemnify, defend and hold the City harmless from any claims, valid or otherwise, made to the City, because of these obligations.

15.2. Any and all employees of [Vendor], while engaged in the performance of any Work, shall be considered employees of [Vendor] only and not of the City, and any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or [Vendor], while so engaged in any and all claims made by a third party as a consequence of any negligent act or omission on the part of [Vendor]'s employees, while so engaged on any of the Work, shall be the sole obligation and responsibility of [Vendor].

15.3. [Vendor] shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

15.4. [Vendor] assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by [Vendor] and as to all duties, activities and requirements by [Vendor] in performance of the Work and [Vendor] shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

## **16 EMPLOYMENT**

[Vendor] warrants that it had not employed or retained any company or person, other than a bona fide employee working solely for [Vendor], to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for [Vendor], any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

[Vendor], with regard to the work performed by it, will not discriminate on the grounds of race, religion, color, national origin, or sex in the selection and retention of employees or independent contractors, including procurements of materials and leases of equipment.

## **17 MISCELLANEOUS**

### **17.1 Addresses**

Any statement, notice, request or other communication hereunder shall be deemed to be sufficiently given to the addressee and any delivery hereunder deemed made when sent by certified mail addressed to the following addresses:

- A. Notices to the City of Everett shall be sent to the following address:  
City of Everett  
Attn: \_\_\_\_\_

\_\_\_\_\_  
Everett, WA 98201

- B. Notices to [Vendor] shall be sent to the following address:  
[Vendor]  
\_\_\_\_\_  
\_\_\_\_\_

### **17.2 Construction**

Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. Each party acknowledges that the Agreement should not be strictly construed against one party or the other, but interpreted reasonably and fairly so as to give effect to the manifest intentions of the parties.

### **17.3 Modification**

This Agreement may not be modified except by a written instrument duly executed by the parties hereto. The City may, from time to time, require changes in the scope of this Agreement. Such changes, including any increase or decrease in the amount of [Vendor]'s compensation, or services, shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as a change to this Agreement and (c) become a part of this Agreement.

### **17.4 Force Majeure**

Each party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party; provided that, in order to be excused from delay or failure to perform, such party must act diligently to remedy the cause or effect of such delay or failure to the extent the party is able. In the event of such delays, the timetables shall be extended by as many calendar days as the delay caused by forces outside the reasonable control of the parties.

### **17.5 Required Approvals**

Where agreement, approval, acceptance, or consent by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

### **17.6 Applicable Law and Choice of Forum**

This Agreement and the parties' obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Washington. The parties agree that Snohomish County, in the State of Washington, shall be the proper forum for any action.

### ***17.7 Severability***

In the event that any provision of this Agreement is held invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be impaired or affected thereby, and each term, provision, and part shall continue in full force and effect and shall be interpreted in manner consistent with the intent of the parties.

### ***17.8 Headings for Convenience.***

The section and subsection headings used herein are for referral and convenience only, and shall not enter into interpretation hereof. The exhibits referred to herein and attached, and to be attached hereto, are incorporated herein to the same extent as if set forth in full herein.

### ***17.9 Assignment Barred***

Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and properties. This provision does not prevent [Vendor] from engaging appropriate independent [Vendor] contractors to complete its work provided that City approves of such [Vendor] independent contractors, and such approval shall not be unreasonably withheld.

### ***17.10 Order of Precedence***

In the event of any conflict between the clauses of this Agreement, its exhibits, and any of the documents incorporated by reference, the following order of precedence applies: (a) this Agreement; (b) exhibits to this Agreement; (c) [Vendor]'s proposal and any changes thereto in reverse chronological order, (i.e., most recent modifies the earliest); and (d) any other documents incorporated by reference.

### ***17.11 Waiver***

The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement.

### ***17.12 Warranty of Authority***

Each person signing this Agreement individually and personally warrants and represents that he or she has actual and express authority to bind the entity for whom he or she signs.

### ***17.13 Audits and Inspections***

[Vendor] shall retain and safeguard all records relating to its work for a period of three years. Such records include, but are not limited to, payroll records. At any time during normal business hours and as often as the City may deem necessary, [Vendor] shall make available to the City (or the Washington State auditor, Federal Transit Administration administrator or Comptroller General or their authorized representatives) for its examination all of [Vendor]'s records and documents with respect to all matters covered by this Agreement and, furthermore, [Vendor] will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

**17.14 City of Everett Business License**

[Vendor] agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

**17.15 State of Washington Requirements**

[Vendor] agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

**17.16 Compliance with Federal, State and Local Laws**

[Vendor] shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder, including, but not limited to, all applicable Federal Transit Administration regulations.

**17.17 Complete Agreement**

This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

**17.18 Effective Date**

When duly executed by both the City and [Vendor], this Agreement shall be effective as of \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

**CITY OF EVERETT  
WASHINGTON**

**[VENDOR]**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Ray Stephanson, Mayor

By: \_\_\_\_\_  
Typed/Printed Name: \_\_\_\_\_  
It's \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Sharon Marks, City Clerk  
APPROVED AS TO FORM:

\_\_\_\_\_  
Jim Iles  
City Attorney

## **EXHIBIT A—SCOPE OF WORK**

### **1. Work to Be Performed by [Vendor]**

- A. Provide the products and services as described in Exhibit A-1.
- B. Provide, install, and test on three workstations and, to the extent necessary, one server, the most current version of [Product] ready for use that is released for shipping (i.e., not in beta test) and all other work and Software identified in Exhibit A-1. Hardware (i.e., workstations and server) to be provided by City. SQL Server database engine to be provided by City.
- C. Training, support and maintenance as described in Exhibit A-1.
- D. Maintenance for one calendar year from acceptance is included in the price. The City intends to continue paying for annual maintenance in future years.
- E. The Software is identified and described more fully in Exhibit A-1, and the documents referred to therein.