

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Treasurer's Office

**DATE:** May 31, 2016

**REQUESTED ACTION:**

The Treasurer's Office and its Joint Lobby partners are requesting Board of County Councilors approval of three contracts and accompanying exhibits and agreements required for implementation of the Joint Lobby Point of Sale project. We anticipate kicking-off the project in June 2016, with full implementation projected in the first half of 2017.

Consent    Hearing    County Manager

---

**BACKGROUND**

Clark County's Joint Lobby provides a one-stop customer service experience for the offices of the County Assessor, Auditor and Treasurer. Customer service representatives from each office are cross-trained to process transactions, accept payments and answer questions about services provided by all three offices. Even though representatives are cross-trained, they are required to work in multiple host systems. Working in multiple host applications is cumbersome and creates inefficiencies for both our customers as well as our customer service representatives. In an effort to address these issues, the Treasurer's Office, in coordination with its Joint Lobby partners and Information Services, is implementing a Point of Sale application. This application will interface with our existing systems, allowing cashiers to receipt in a single application.

Project implementation will require the resources of both County staff and outside vendors. Three separate contracts are being submitted for BOCC approval. These contracts are required to initiate work in June 2016 with Computronix (Point of Sale vendor), Harris Govern (Property Assessment and Collection System) and Tyler Technologies (Recording system). The development work to be performed by Harris Govern and Tyler Technologies will allow the Point of Sale application to interface directly with each host application in real-time. The project is scheduled to be delivered in two phases, each tied directly to the product release cycles of our current host system vendors, Tyler Technologies and Harris Govern. Phase 1 is scheduled for delivery in Q4 2016, with Phase 2 delivery scheduled for Q1 2017.

This project supports the County's vision, mission and values. The Point of Sale solution helps the County to build a first rate infrastructure, allowing services to be provided with integrity, openness and accountability. Furthermore it will improve the delivery of services to our customers, offset increasing banking costs, and create operational efficiencies. It will also enhance management controls and the security of public funds. Finally, it offers opportunities for the County to do business differently in the future by providing departments and offices with a standardized and scalable cashiering solution. The same Point of Sale solution will be implemented by the Department of Community Development in June 2016.

The budget for this project was approved as part of the 2016 Spring Supplemental on April 12, 2016 and was evaluated by the Information Technology Advisory Board.

OK,  
for MR  
-RUT

**COUNCIL POLICY IMPLICATIONS**

None

**ADMINISTRATIVE POLICY IMPLICATIONS**

None

**COMMUNITY OUTREACH**

None

**BUDGET IMPLICATIONS**

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

**BUDGET DETAILS**

Local Fund Dollar Amount	N/A
Grant Fund Dollar Amount	N/A
Account	N/A
Company Name	N/A

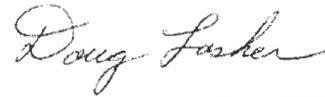
**DISTRIBUTION:**

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

---



Michael Fish  
Tax Service Manager



Doug Lasher  
County Treasurer

APPROVED: 5-31-16  
CLARK COUNTY, WASHINGTON  
BOARD OF COUNTY COUNCILORS

DATE: May 31, 2016

SR# 113-16

APPROVED: \_\_\_\_\_  
Mark McCauley, Acting County Manager

DATE: \_\_\_\_\_

# BUDGET IMPACT ATTACHMENT

## Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

## Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
<b>Total</b>						

II. A – Describe the type of revenue (grant, fees, etc.)

## Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
<b>Total</b>							

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>						

## Clark County

### CONTRACT FOR PROCUREMENT, LICENSING, AND MAINTENANCE OF A POINT OF SALES CASHIERING APPLICATION RFP NBR: 691

THIS AGREEMENT is made this 31<sup>st</sup> day of May 2016, (the "Effective Date"), by and between CLARK COUNTY, a political subdivision of the State of Washington ("County"), and Computronix (U.S.A.), Inc. ("Contractor"), a corporation organized and existing under the laws of the State of Colorado, and authorized to do business in the State of Washington.

The Initial Term of this Agreement shall be from May 31, 2016 through May 31, 2021, with the County's option to extend for two (2) additional years for a maximum total term of seven (7) years. This Agreement and Contract may refer to the County and Contractor individually as a "Party" or jointly as the "Parties." The total not-to-exceed price under this Agreement shall be \$182,967, plus annual maintenance, hosting and support of \$83,417 for the Initial Term.

Contractor Contact:

Clark County Contact:  
Anthony Glenn

TEL: ( )

TEL: (360)-397-2254 option 4

E-MAIL:

EMAIL: [anthony.glenn@clark.wa.gov](mailto:anthony.glenn@clark.wa.gov)

#### Recitals:

Whereas, Clark County issued a request for proposals, RFP #691, for the provision and installation of a Point of Sales Cashiering Application; and

Whereas, as a result of the RFP process, subsequent meetings and a Scoping Session the Contractor will have an opportunity to review the County's existing systems, infrastructure, business policies and procedures, interface and reporting/query requirements and data necessary to determine the specific functional and technical requirements required of the Application being implemented, and the professional services needed to implement the Application. Subsequently, the Contractor will prepare a Statement of Work (SOW) including an agreed upon target implementation date based on these opportunities, which includes the capabilities generally described in the RFP that we are seeking, and the services we need to implement the Application using best practices within the industry; and

Whereas, on May 22, 2015 Contractor submitted its response to the request for proposals in which it indicated that it was willing to provide services to Clark County; and

Whereas, the County and the Contractor desire to enter into this Agreement to set forth their understanding relating to the installation and implementation of the Application.

NOW, THEREFORE, it is agreed as follows:

# **Table of Contents**

<b>Table of Contents .....</b>	<b>2</b>
<b>1. DEFINITIONS .....</b>	<b>4</b>
<b>2. GENERAL PROVISIONS .....</b>	<b>11</b>
2.1 Order of Precedence: .....	11
2.2 Point of Contact: .....	11
2.3 Capacity to Contract: .....	11
2.4 Compliance with Law/Venue: .....	11
2.5 Term: .....	12
2.6 Changes to Contract: .....	12
2.7 Personnel: .....	12
2.8 Delivery: .....	13
2.9 Delivery Schedule: .....	13
2.10 Written Notifications: .....	13
2.11 County Reporting Requirements: .....	13
2.12 Payment: .....	14
2.13 Payment of Taxes/Contractor Shall Withhold: .....	14
2.14 Independent Contractor: .....	14
2.15 Assignment: .....	14
2.16 Delegation of Obligations/Subcontractors: .....	15
2.17 Warranties: .....	15
2.18 Contract: .....	17
2.19 Flow-down Clauses: .....	17
2.20 No Third Party to Benefit: .....	17
2.21 Indemnification: .....	17
2.22 Limitation of Liability: .....	18
2.23 Force Majeure: .....	18
2.24 Insurance and Bonding: .....	18
2.25 Ownership of Property .....	21
2.26 Proprietary Rights: .....	21
2.27 Return of Parties' Property: .....	21
2.28 Financing of Property: .....	22
2.29 Disclosure of Litigation or Financial Condition: .....	22
2.30 Notice of Change in Ownership or Financial Condition: .....	22
2.31 Audits and Access to Records: .....	22

2.32	Overpayment: .....	23
2.33	Confidentiality: .....	23
2.34	Dispute Resolution: .....	25
2.35	Termination:.....	25
2.36	Succession: .....	27
2.37	Rights and Obligations: .....	27
2.38	Currency: .....	28
2.39	Waiver: .....	28
2.40	Remedies: .....	28
2.41	Severability: .....	28
2.42	Rolling Estoppel:.....	28
2.43	Business License:.....	29
2.44	Packaging:.....	29
2.45	Cooperative Purchasing: .....	29
2.46	News Releases and Public Announcements: .....	29
2.47	Survival: .....	29
<b>3.</b>	<b>COUNTY FACILITY ACCESS .....</b>	<b>31</b>
3.1	Access to County Facilities: .....	31
3.2	Protection of Persons and Property: .....	31
<b>4.</b>	<b>ACCEPTANCE TESTING .....</b>	<b>33</b>
4.1	Right to Perform Acceptance Testing:.....	33
4.2	Obligations of Contractor in Acceptance Testing: .....	33
4.3	Acceptance Criteria and Acceptance Test Plan:.....	33
4.4	Procedure and Timetable: .....	35
4.5	Failure of Acceptance Test:.....	35
4.6	Revocation of Acceptance:.....	36
4.7	No Waiver:.....	36
<b>5.</b>	<b>PUBLIC CONTRACTING .....</b>	<b>37</b>
5.1	Public Contracts: .....	37
<b>6.</b>	<b>TRAVELS .....</b>	<b>38</b>
6.1	Reimbursement: .....	38
<b>7.</b>	<b>EXECUTION .....</b>	<b>39</b>
<b>8.</b>	<b>LIST OF EXHIBITS.....</b>	<b>40</b>

## 1. DEFINITIONS

Defined terms within this Contract will be designated with the first letter of the word in capital letter, as it appears below. If the word appears without capital letters, the definition will have its normal ordinary course of business definition. These definitions apply to the entire Contract including all Exhibits and Appendices, subsequent Amendments and Change Orders unless modified in an Amendment:

"Acceptance" means that the County has issued a Certificate of Acceptance for a Deliverable, Product, or Service.

"Acceptance Criteria" means all items stated in the Acceptance Test Plan that are drawn from all specifications, functionality, and performance requirements as set forth in the RFP (as such specifications, and requirements and Statement of Work may be changed from time to time by mutual agreement in writing), Contractor's proposal and Contractor's representations and warranties.

"Acceptance Date" means the date on which the County issues a Certificate of Acceptance for the System or a Deliverable.

"Acceptance Test" means the evaluation and testing method, procedures, or both, that are used to determine whether or not the System or a Product or a Deliverable requiring Acceptance Testing operates in accordance with the Acceptance Criteria. Acceptance Testing may occur in one or more phases, depending on the delivery and implementation schedule, integration of contingent products, scalability, performance tuning or other measurable features or milestones.

"Acceptance Test Plan" means the written compilation of Unit and System Acceptance Tests, Methodologies, Test Data and Acceptance Criteria which will be utilized in conducting tests of Equipment, Software, Deliverables and the System.

"Affiliates" means with respect to a named individual or entity, any individual, association, partnership, corporation or other entity controlling, controlled by, or under common control with the named individual or entity. The term "control" means the power to direct or cause the direction of the management and policies of an individual or entity, whether through the ownership of voting securities, by contract, agreement or otherwise.

"Amendment" means a written document required to be signed by both Parties when in any way altering the Master Terms and Conditions, Term or Cost Provisions of the Contract or changing, adding to, or substantially altering a Statement of Work.

"Applicable Laws" All laws, ordinances, rules, regulations, orders, interpretations, requirements, standards, codes, resolutions, licenses, permits, judgments, decrees, injunctions, writs and orders of any court, arbitrator, or governmental (federal, national, state, municipal, local or other, having jurisdiction over a Party and the location where a particular element of the service is performed or where any part of the application is situated) agency, body, instrumentality or authority that are applicable to any or all of the Parties, the services or the Terms of the Agreement, including all environmental and hazardous materials laws which are applicable to performing the services.

"Business Day" means a calendar day of twenty-four hours, excluding weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later.

"Calendar Day" means a calendar day of twenty-four hours, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later.

"Certificate of Acceptance" means a written instrument by which the County notifies Contractor either that in its sole discretion the Acceptance Criteria for a specific deliverable have been met or waived, in whole or in part.

"Certificate of Final System Acceptance" means a written instrument by which the County notifies Contractor that all of the Acceptance Criteria have been met for the system, all of its components, and for all products and deliverables requiring Acceptance Testing.

"Change Order" means a written change to the scope of work. Change Orders are incorporated into this Contract by reference.

"Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure.

Confidential information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in the receiving party's possession without any obligation restricting disclosure; is independently developed by the receiving party without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing party. All usage of the term "Confidential Information" in this Contract shall be deemed to include the qualifications set forth in Section 2.31.

"Configuration" means a) revisions or modifications to software to enhance features and functionality but which do not include changes to the source code, and/or b) selection of functional options from choices provided within the software.

"Contingent Products" means a product or service which the County intends to use in conjunction with some other product or service and from which the County would not derive the essential purpose of the bargain if acquiring one without the other.

"Contract" means the Master Terms and Conditions and all the documents referenced in Paragraph 2.1.

"Contract Price" means the not-to-exceed price agreed upon by the Parties for the system as set forth in Exhibit A, subject to the provisions herein and as such price may be modified from time to time by Amendment.

"County Confidential Information" means any information, in any form or media, including verbal discussions, whether or not marked or identified by the County, which is reasonably described by one or more of the following categories of information: (1) financial, statistical, personnel, human resources data or personally identifiable information as described in the RCW 9.35.020; business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by RCW 41.05.200; (5) exempt per RCW 41.05.026 (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to copyright, HIPAA) and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the County including without limitation, data and information systems, any software code and related materials licensed or provided to the County by third parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the County.

"Coverage Hours" means those hours specified in this Contract during which period Contractor shall provide maintenance.

"Customization" means (a) any modification to the products, (b) any new component or accessory, or (c) in the case of software, new or modified code, whether any of the above have been prepared, created, or developed (1) by Contractor at the County's request, (2) by Contractor at the County's request as a work for hire, or (3) by the County, in conjunction with or as authorized by, Contractor.

"Data Configuration Acceptance Test" means the test that demonstrates the system operates as specified in the Contract after system configuration has been completed for the County. This test includes but is not limited to creating user profiles, setting up system security, building workflows, creating fees, loading validation tables, implementing approval processes and converting historical data. (Is this a full load test, for how long?)

"Data Conversion" means the process of collection, clean-up and migration of all required data and related documents from the County's existing Application's (PACS, EAGLE, or ORACLE) and other sources identified by the County to the new System.

"Deliverable" means the goods, services, documents or tangible work products described in the Statement of Work to be provided to the County by Contractor under this Contract.

"Delivery of Products" means product has been received at the location specified in this Contract. Delivery of products is distinguished from final acceptance following delivery of the system.

"Documentation" means user manuals, training manuals and other written materials in any form that describe the features or functions of the products and system, including but not limited to published specifications, marketing materials, technical manuals, and operating instructions provided by Contractor to the County, or readily available to the public, or as required to be produced by Contractor subject to the terms of this Contract.

"Equipment" means any hardware, machinery, device, tool, computer, computer component, computer system, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the successful implementation of the System and acceptable completion of the project as specified in this Contract.

"Error" means any defect, problem, condition, bug or other partial or complete inability of the system to operate in accordance with the applicable specifications, including unnecessary processing delays and documentation.

"Failure" means an error which results in the complete inability of the system or a product, or any component of the system or a product, to operate in accordance with the applicable specifications and documentation or to meet relevant acceptance criteria during Acceptance Testing.

"Final Acceptance" means the County has determined that a deliverable or a product requiring Acceptance Testing: (a) has met the Acceptance Criteria and the County has provided a Certificate of Acceptance to Contractor; and (b) the deliverable or product functions and performs compatibly and without error when integrated as a functional component of the system.

"Final Implementation Date" means the date upon which the County issues a Certificate of Final System Acceptance for the System.

"Final System Acceptance" means that the system including all system components, equipment, software, connections, and interfaces, and Third Party Software : (a) has met all of the acceptance criteria for functionality and performance when fully integrated with County systems and networks, for the system and any products requiring Acceptance Testing, that the system has successfully completed the Reliability Acceptance Test and the County has provided a Certificate of Final System Acceptance to Contractor; and (b) all products perform in accordance with specifications throughout Acceptance Testing and the Reliability Test without error when integrated as functional components of the system and with County-specific data.

"Final System Acceptance Date" means the date on which the County issues a Certificate of Final System Acceptance for the system.

“Functional Acceptance Test” means the test that demonstrates the correct operation of the system's functions as specified within the contract including all of the interfaces, fees, workflows, system security, and data conversion components.

“Hosting SLA” means the agreement between the County and Contractor to provide the infrastructure needed to run Contractor's system at a remote site.

“Infrastructure” means the physical components used to operate the system and to connect users to the system, including but not limited to equipment, software, network, firewalls, routers, etc. Infrastructure serves as the foundation upon which the system and the project capabilities are built.

“Installation Acceptance Test” means verifying the installation and configuration of all system equipment at its final/permanent location along with verifying basic functionality (how is this measured?) of all components.

“Interface” means a point of interaction between system components or the device or code which enables such interaction; applicable to both equipment and software.

“Key Personnel” means specific individual identified by Contractor in its proposal to fill key positions.

“Key Position” means the Contractor's Project Manager, Business Analyst, Technical Lead and Architect, Deputy Project Manager, Senior Strategic Advisor and the Project Manager or Lead person for any subcontractor, or the equivalent positions regardless of titles in Contractor's proposal.

“Maintenance” means services, other than repairs during the maintenance period, provided by Contractor to the County designed to keep the system operating in optimum condition and at a minimum level to comply with the contract specifications.

“Maintenance Fee” means the fee paid by the County for maintenance.

“Maintenance Period” means the time period when Contractor provides maintenance to the County, which begins upon expiration of the Warranty Period.

“Maintenance Request” means a request by the County to Contractor for maintenance.

“Manufacturer's Warranty” means a written statement to the County from a third party or from the Contractor on behalf of the third party that one or more components of the system or its products or services will meet the required specifications, functionality and performance level, and Contractor will provide repairs as needed during the Manufacturer's Warranty Period, independent of Contractor's maintenance obligations..

“Manufacturer's Warranty Period” means the time period during which a Manufacturer's Warranty is valid and enforceable by the County.

“Master Terms and Conditions” means this document, the body of text from the preamble through the signature page.

“Material Breach” means any breach of this Contract that (a) causes or may cause substantial harm to the non-breaching party; or (b) substantially deprives the non-breaching party of the benefit it reasonably expected under this Contract.

“Open Source Software” means any computer program for which the license provides the rights to run the program, view and change the source code, distribute exact copies, distribute modified copies and frees parties from any obligation to pay license fees or royalties.

“Operating System Software” means any computer program product that is installed on, and is a component integral to the function of, the equipment.

"Party" or "Parties" means the County and Contractor individually as a "Party" or jointly as the "Parties."

"Priced Options" means features and functionality that are available, offered, and priced in the contract, but which the County may or may not purchase at the time the contract is executed. The County may purchase Priced Options at any time during the contract term. The quoted price of Priced Options shall remain effective for one year following Final System Acceptance, and may be adjusted per the Contract for subsequent years.

"Product(s)" means supplies, equipment, documentation and software, as well as updates, upgrades, customization and training.

"Production Environment" means the instance of the System which purpose is daily use for conducting the County's business.

"Project" means the overall collection of activities required for delivery and support of the system including, without limitation, design, development, integration, testing, support and maintenance, any of which Contractor may be providing in whole or in part.

"Proposal" means Contractor's response to the County's RFP referenced on page one of this Contract.

"Reliability Acceptance Test" means operating and monitoring the complete system in a live production mode for a period of ninety (90) consecutive calendar days to verify the system meets the performance and response requirements of the contract while providing the functions and capabilities of the specifications. All open tickets must be resolved prior to this testing being signed off by the County.

"Repair" means to fix, patch, reprogram or replace the system or any equipment or software component thereof so as to eliminate errors or failure.

"Resolution Time" means the elapsed time between when a help desk ticket is logged until the time it is closed and accepted by the County.

"Response Time" means the elapsed time between the time a help desk ticket is submitted to the Contractor's Help Desk and the Contractor's staff contacts the ticket submitter at the County.

"Services" means both ordinary and professional services as required to be performed by Contractor under this contract for the County. Services include, but are not limited to, software maintenance, consulting, training, installation, analysis, programming, needs assessment, or technology review.

"Software" means the object code version of any proprietary or licensed computer programs, firmware, applications or operating system software which are components of the system and are licensed by Contractor to County pursuant to this Contract, including, without limitation, any custom software or customization, application software, base software, diagnostic software, updates, upgrades and any related documentation. Software may include Third Party Software and/or Open Source Software delivered by Contractor if required to operate and maintain the system.

"Software Enhancement or Customization" means a modification of Contractor's software source code to increase its capabilities.

"Source Code" means a complete copy, expressed in high-level (i.e., human readable; not machine language or object code) computer language, of the software which, when assembled or compiled, becomes the executable object code of the software. Source Code shall include all material including but not limited to design documentation, software documentation, reference manuals and documentation, libraries for the software, and interface software (patch or whole programs), in any form (printed, electronic, or magnetic) and any other information necessary for a reasonably skilled programmer or analyst to understand, maintain, and modify the software.

"Specifications" means the capabilities, functionality and performance requirements, for the system and its components and other elements of the project set out in the following priority: change orders, the acceptance criteria, the statement of work, documentation, Contractor's proposal, proposal clarifications and the County's request for proposals. The governing document shall be the most current of the documents listed herein; in the absence of an applicable reference in one document, reference shall be made to the immediately preceding document.

"Statement of Work" (SOW) means a detailed description of the tasks and deliverables required to successfully implement and deliver the system, and the product(s), and/or service(s) to be provided to the County by Contractor under this Contract.

"Subcontractor" means any person or business entity employed to perform all or part of an obligation of this Contract under the control of the Contractor.

"System" means collectively all equipment, products and software, labor, and training to be provided by Contractor to County under this Contract.

"System Response Time" (SRT) means the time between the depression of the last keystroke or activation of a pointing device that initiates a system transaction and the initial appearance of the system response resulting from the completed transaction (e.g., first page, pop-up window, etc.). Response Time is measured at the initial completion of the resulting transaction, not when the transaction begins or during system processing of the transaction as may be reflected by one or more system status messages.

"Test Environment" means an instance of the system which purpose is used for testing and evaluating the system or components of the system separately from the Production Environment.

"Thin Client" (sometimes also called a lean or slim client) is a computer or a computer program which depends heavily on some other computer (its server) to fulfill its traditional computational roles. This stands in contrast to the traditional fat client, a computer designed to take on these roles by itself.

"Third Party Software" means software other than Contractor-Owned software provided to County by Contractor under this Contract and that Contractor is authorized to license to the County subject to the original manufacturer's standard provisions, or recommended by Contractor as a component of the system for the County to purchase from someone other than Contractor.

"Training Environment" means an instance of the system whose purpose is used for training end users on the system or components of the system in an environment separate from the Production Environment.

"Throughput Test/Projected Load Acceptance Test" means the test which demonstrates over a specified time period that system response times meet the performance specifications of the Contract, even when a maximum load is placed upon the system and during peak system load periods.

"Update" means a change, modification, or enhancement to the equipment or software and related documentation, which improves its performance or efficiency, but does not alter its core functionality.

"Upgrade" means a newer, better version, change, modification, or enhancement to the equipment or software (including Third Party Software), and related documentation, which Contractor makes available from time to time, which incorporates major new features or increases the core functionality of the software and may be considered a new version. Software upgrades may include error correction, bug fixes, additions to, or patches to the software.

"Use" means the County's right to install, integrate, configure, implement, test, access, benefit from, maintain and operate the system, or any system components; any Contractor-provided software tools to customize the system; documentation listed in the Contract; training materials County may acquire to provide internal training on the system to County users; any software enhancements produced by or in collaboration with Contractor to develop the system to County's unique business processes and/or programming environment for purposes of installing, operating, configuring or using the system.

"User" means any person employed by or working on behalf of the County, the County's Offices, Departments and Divisions, Officers, Directors, and any person or entity authorized by the County to provide it with services requiring use of the system, and to use the County's resources in whole or in part, in the course of assisting the County.

"Authorized System User" means any user that has passed the authentication process of the system and is thereby authorized to use the system's functions and components based on the permissions established by that user's credentials (User ID and password, etc.).

"Inquiry-Only System User" means any user that is authorized by the County to use only the query functions and components of the system and does not enter or change data.

"Concurrent System User" means all users that are logged into the system at the same time.

"Full System User" means any user that is authorized to use one or more components of the system.

"Warranty Period" – ninety (90) consecutive calendar days during which the County performs Reliability Acceptance Testing.

"Web" means the World Wide Web, abbreviated as WWW and commonly known as the Web.

"Web-based" means a software application that is accessed on the Internet via a web browser.

## 2. GENERAL PROVISIONS

### 2.1 Order of Precedence:

In the event there is a conflict between the terms and conditions of one portion of this Contract with another portion of this Contract, the terms of the Master Terms and Conditions will take precedence over the other terms of the Contract, except where a clear statement of precedence other than that set forth in this section is included in the document. In this Contract, the order of precedence shall be:

- a. Amendments to this Contract
- b. Master Terms and Conditions
- c. Change Orders
- d. Exhibit A: Contractor's Price
- e. Exhibit C: Statement of Work
- f. Exhibit D: POSSE One-Time Perpetual Software License Agreement
- g. Exhibit E: POSSE Annual Product Support Agreement
- h. Exhibit B: Contractor's Response to County RFP #691
- i. Exhibit F: County RFP # 691 (including any addenda issued)

### 2.2 Point of Contact:

Contractor shall be the sole point of contact for the County with regard to the Contract.

### 2.3 Capacity to Contract:

Contractor warrants it has the legal authority and capacity to enter into and perform this Contract.

### 2.4 Compliance with Law/Venue:

2.4.1 Authority to Conduct Business: Contractor warrants it is duly authorized to operate and do business in all places where it shall be required to do business under the Contract; that it has obtained or shall obtain all necessary licenses and permits required in connection with the Contract and that it shall fully comply with all laws, codes, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of this Contract. Contractor warrants it is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile.

2.4.2 Washington State Venue/Choice of Law: This Contract shall be construed according to the laws of the State of Washington without reference to its conflict of law provisions. Any litigation between the County and Contractor arising under this Contract or out of work performed under this Contract shall occur in the Clark County Superior Court.

2.4.3 Compliance with Applicable Law: Contractor warrants it has complied and shall comply with all applicable law, codes, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs in connection with the execution, delivery and performance of this Contract.

2.4.4 Conflict of Interest: Contractor warrants it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under the Contract.

2.4.5 Rule of Construction/Contract Elements/Headings: This Contract has been drafted by the County in the general format as a convenience to the Parties only but has been equally negotiated by both parties and the contract shall not, by reason of authorship, be construed against the County. Section headings are for ease of reference and convenience only and shall not affect or enter into the interpretation of any portion of the Contract.

**2.5 Term:**

Unless terminated earlier under the provisions herein, this Contract shall remain in effect during the Initial Term as well as any option years exercised at the County's discretion. Initial term cannot exceed five (5) years.

**2.6 Changes to Contract:**

2.6.1 Amendment of the Contract: Any changes to the provisions of this Contract shall be in the form of an Amendment. No provision of this Contract may be amended unless such Amendment is approved as to form by the County Attorney and executed in writing by authorized representatives of the Parties. If the requirements for amendment of this Contract as described in this section are not satisfied in full, then such amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

2.6.2 Change Orders to a Statement of Work: The County reserves the right to make changes, at any time to a Statement of Work in the form of a Change Order. Contractor agrees to timely alter the delivery of products or services accordingly. If such changes materially increase or decrease Contractor's obligations, the Parties shall also execute an Amendment to the Contract as needed and/or adjust the fee and/or time schedule accordingly. If the amount of such adjustment cannot be calculated as a function of hours or tasks, the Parties shall negotiate in good faith a modified schedule and/or price.

**2.7 Personnel:**

2.7.1 Key Positions: The County has designated Key Positions under this Contract. The job titles and persons set forth herein include the equivalent positions which may have different position titles in Contractor's proposal. The named individuals set forth in Contractor's proposal to fill these Key Positions are Key Personnel.

2.7.2 County Requested Substitution of Key Personnel: The County reserves the right to request a change in Contractor's Key Project personnel for cause at any time.

2.7.3 Substitution of Key Personnel: Any substitutions or a replacement of Key Personnel by the Contractor, requires the written approval of the County, such approval not to be unreasonably withheld. For any proposed substitute Key Personnel, Contractor shall provide the following information to the County: a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any additional information requested by the County. Proposed substitutes should have qualifications comparable to or better than those of the person(s) being replaced. The County reserves the right to interview and approve proposed substitutes. The County will notify Contractor within five (5) business days after receipt of all required information of the acceptability of proposed substitute Key Personnel. No change in Contract prices may occur as a result of substitution or replacement of Key Personnel.

2.7.4 County Personnel: The County has identified County employees within this Contract with certain responsibilities and designated authority. The job titles and persons set forth herein include the equivalent positions which may have different position titles. The County has discretion to delegate the responsibilities and authority to another employee or different employee as the County's designee for purposes of fulfilling its obligations under this Contract.

**2.8 Delivery:**

Contractor shall deliver the system and product's freight and insurance prepaid, F.O.B. to the County's designated location at the time indicated in this Contract or on any Statement of Work or Change Order. Shipments will be complete and partial shipments will be avoided unless the County agrees in writing to the partial shipment in advance of such a shipment. The risk of loss or damage in transit shall be upon Contractor until product is received by the County at the delivery site subject to a reasonable inspection period (not to exceed five days). Contractor shall furnish on-site or other assistance, as may be required to install the product as set forth in the Contract, Statement of Work or Change Order, at no additional cost to the County. Acceptance shall not relieve Contractor from its responsibility under any representation or warranty. If the County makes a payment for a product prior to Final Acceptance, the payment does not grant a waiver of any representation or warranty by Contractor. In the case of the system, delivery of products shall not be deemed to be complete until the system is available for commencement of the Acceptance Test.

**2.9 Delivery Schedule:**

Contractor shall work collaboratively with the County to meet all required schedules and deadlines for delivery of product(s) and or services in accordance with the agreed upon final implementation date as set forth in this Contract or an individual Statement of Work or Change Order. Contractor shall not be responsible for delays in schedules or deadlines caused by the County's inability to meet required timeframes.

**2.10 Written Notifications:**

All written notifications and written amendments shall be sent to the following:

For Clark County:	For Contractor:
Name: Anthony Glenn	Name: Dave den Otter
Title: Project Manager	Title: VP, Operations
Address: 1300 Franklin St	Address: 3900 S. Wadsworth Blvd, Suite 510
City, State: Vancouver, WA 98660	City, State: Lakewood, CO
e-mail: Anthony.glenn@clark.wa.gov	e-mail: dave.denotter@cxusa.com

Copy to: Clark County Office of Purchasing P.O. Box 5000 1300 Franklin Street, 6 <sup>th</sup> Floor, Suite 650 Vancouver, WA 98660	Copy to: Computronix (Canada) Ltd. VP, Business Development Suite 200, 18354 – 118 Ave NW Edmonton, AB Canada T5S 3G2
---	---

**2.11 County Reporting Requirements:**

The County is required to track certain types of contract data for reporting purposes. Items which the County must report on may include, but are not limited to, Subcontractor utilization, Minority, Women,

and Emerging Small Business (M/W/ESB) participation and Subcontractor/Supplier Payment. If Contractor uses any Subcontractors in the performance of this Contract, Contractor shall submit a Monthly Sub- consultant Payment and Utilization Report reporting ALL Subcontractors employed in the performance of this Contract. The County will enforce all diversity in workforce and subcontracting commitments.

**2.12 Payment:**

Unless subject to successful completion of an Acceptance Test or other payment milestone specified in any Statement of Work or Change Order, payment for the system and/or any product, deliverable or service shall be in accordance with the payment schedule. Payment shall be issued by the County net thirty (30) days from receipt and acceptance of a proper invoice from Contractor. Contractor invoices must contain Contractor's name and address; invoice number; date of invoice; Contract number and date; description of products and/or services; quantity, unit price, (where appropriate), and total amount; County- required reporting, if any, and the title and phone number of the responsible official to whom payment is to be sent. The County may stipulate how line items are entered on an invoice to ensure compatibility with the County's accounting and financial systems and to facilitate payment to Contractor.

**2.13 Payment of Taxes/Contractor Shall Withhold:**

Contractor shall, at its own expense, timely (a) pay all salaries, wages, and other compensation to its employees; (b) withhold, collect, and pay all applicable federal, state, and local income taxes (domestic or foreign), FICA, Medicare, unemployment insurance and any other taxes or charges in connection with its employees; and (c) provide and pay for workers compensation insurance and any statutory or fringe benefits to employees. Contractor shall be solely responsible for all such obligations for its employees. Contractor shall also assure that any Subcontractor shall comply with the foregoing obligations for its employees. The County has no duty to withhold.

**2.14 Independent Contractor:**

Contractor is a contractor independent of the County and nothing in this Contract is entered into as a joint venture, partnership, or agency between the Parties. No employment relationship is or is intended to be created between the County and any individual representing Contractor. During the term of this Contract, employees of Contractor and any authorized Subcontractors shall at all times remain employees of Contractor or authorized Subcontractors and ultimately shall remain under Contractor's sole control.

**2.15 Assignment:**

Neither Party is authorized to assign, transfer, subcontract, or delegate all or any part of this Contract, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld, except that (a) either Party may assign to any corporate affiliate pursuant to any merger, consolidation or other reorganization, without the other Party's consent but upon written notice to the other Party, (b) in the event that the County's business needs change or the County enters into an agreement with a provider for outsourcing services, Contractor agrees that the County shall have the right to assign this Contract to a successor of all, substantially all, or specified area(s) of the County's business, including an outsourcing provider, provided such outsourcing provider operates the software licensed hereunder expressly and solely for the County's benefit, upon written notice to the other Party, and (c) Contractor may not, without the other Party's consent but upon prior written notice to the other Party, assign its right to payment under this Contract or grant a security interest in

such payment to any third party without requiring that the third party be liable for the obligations of Contractor under this Contract.

**2.16 Delegation of Obligations/Subcontractors:**

Contractor shall not subcontract any work, assign any rights (including, without limitation, in connection with the sale of all or substantially all of Contractor's assets, stock, or the line(s) of business applicable to this Contract), or delegate any obligations under this Contract, cancel or change any previously approved subcontract without the County's prior written consent, such consent not to be unreasonably withheld. Contractor shall be fully responsible for the acts and omissions of its Subcontractors at all levels, and of their agents and employees. Contractor shall ensure that all applicable provisions of this Contract (including those relating to Insurance, Indemnification, and Confidentiality) are included in all of its subcontracts. The County reserves the right to review any agreements between Contractor and its Subcontractors for Products and/or Services authorized under this Contract.

All minority subcontractors/suppliers identified in Contractor's proposals shall be used in their proposed capacity during Contract performance. If Contractor desires to replace any minority Subcontractors / Suppliers under this Contract all substitution requests must have approval from the County's Chief Procurement Officer before such substitutions can be made. In no event shall Contractor subcontract any work, assign any rights, or delegate any obligations under this Contract without the County's prior written consent.

**2.17 Warranties:**

Contractor warrants as follows:

2.17.1 **Disclosure and Assignment of Manufacturer's Warranties:** In all cases where products or equipment or services are covered by a Manufacturer's Warranty, Contractor will provide the County with all Manufacturer's Warranties pertaining to all services or products provided by Contractor. Contractor will assign to the County any Manufacturer's Warranty applicable to any respective product, equipment or service. Notwithstanding the foregoing, Contractor shall be held responsible by the County for correction to or replacement of the system or any of its components during the period of Warranty and Maintenance.

2.17.2 **Equipment and Parts Warranty:** Contractor warrants that equipment and parts will be new, the latest model and free from material defects in material and workmanship during the Manufacturer's Warranty Period when put into use and service under contract specifications. If Contractor proposes to provide refurbished, reclaimed or remanufactured parts or equipment to the County, Contractor shall request the County's acceptance in writing in advance of delivery and the County retains the right to accept or refuse Contractor's use of refurbished, reclaimed or remanufactured parts. If the County accepts the use of refurbished, reclaimed, or remanufactured parts or equipment, Contractor warrants such products have the same warranty as that of new and current products and are subject to all the same provisions of this Contract. If Contractor uses refurbished, reclaimed or remanufactured parts without the prior consent required by the County, Contractor may be required, at the County's sole discretion, to replace such parts and equipment with new and current manufactured parts and equipment at Contractor's sole expense.

- 2.17.3 Warranty Against Planned Obsolescence and Reclaimed Parts and Equipment: The Contractor warrants that at the time of delivery of products, it will not in the next eighteen (18) months, announce replacements for those products delivered pursuant to this Contract and will not reduce support for the products delivered.
- 2.17.4 Industry Standards: The system and all components of the system are compliant with all other generally accepted industry standards.
- 2.17.5 Warranty and Representations:  
Contractor warrants and represents the following:
- 2.17.5.1 Performance to Specifications: The system, including all components and upgrades supplied by Contractor shall operate in accordance with acceptance criteria, or specifications (which may be updated from time to time), and all documentation during the Warranty Period.
- 2.17.5.2 All Necessary Materials: The County has all necessary materials and that no other equipment, software, Interfaces, applications or other products and/or services are required to be used in conjunction with the system for the system to operate in accordance with the acceptance criteria and documentation.
- 2.17.5.3 System Compatible: The system is compatible with the County's existing data files and systems as applicable and identified in the RFP and shall run in accordance with the documentation.
- 2.17.5.4 No Material Defects or Viruses/Illicit Code: The system (a) is free of any defect in material of the media in which it is delivered; and (b) is free of any virus, Trojan horse, spyware, malware, or other program code designed to erase, disable or otherwise harm or interfere with the County's equipment, data or other programs that Contractor or any Subcontractor to Contractor knew or should have known was contained in the software or other code or program.
- 2.17.5.5 Illicit Code: Contractor's software and third party software shall not (a) contain any hidden files that Contractor or any Subcontractor to Contractor knew or should have known were contained in the software or programming; (b) replicate, transmit, or activate itself without the control of an authorized person operating computing equipment on which it resides, unless requested or authorized by the County's Contract Manager; (c) Alter, damage or erase any data or computer programs without the control of an authorized person operating the computing equipment on which it resides; or (d) contain any key, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs or data developed under this contract, based on residency on a specific hardware configuration, frequency of duration of use or other limiting criteria. Any of the foregoing shall constitute "illicit code".

- 2.17.6 Documentation Explains Use: Contractor warrants that the documentation shall explain the operation of the system in terms understandable by County users of reasonable technical competence.
- 2.17.7 No Third Party Conflict or Infringement: Contractor warrants the execution, delivery, and performance of this Contract shall not contravene the terms of any contracts with third parties or any third-party rights in any patent, trademark, copyright, trade secret, or similar right; and, as of the date of this Contract, there are no actual or threatened legal actions with respect to the matters in this provision.
- 2.17.8 Commencing of the Warranty Period: Where contingent products are ordered and no acceptance test is required, the Warranty Period shall not commence until acceptance by the County of all required or all contingent products. The County may, at its election, postpone services in support of products so as to coincide with delivery and acceptance of all contingent products. The County shall not incur any additional fees whatsoever for reordered or replacement contingent products.

**2.18 Contract:**

This Agreement, together with all Exhibits, Attachments and those documents, which by their reference have been incorporated herein, constitutes the entire Contract between the County and the Contractor and supersedes all proposals, oral and written agreements, between the parties on this subject.

**2.19 Flow-down Clauses:**

Contractor shall include the following clauses, or substantially similar language pursuant to Section 2.15, in its subcontracts under this Contract.

Section 2.7, Personnel

Section 2.11, County Reporting Requirements Section 2.21, Indemnification

Section 2.24, Insurance and Bonding Section 2.33, Confidentiality

**2.20 No Third Party to Benefit:**

This Contract is entered into for the benefit of the County and Contractor. Except as set forth herein, nothing in this Contract shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Contract to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Contract.

**2.21 Indemnification:**

Contractor shall defend, save, and hold harmless the County, its elected officials, agents, and employees, from all claims, demands, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature (including all attorneys' fees and costs), resulting from or arising out of the activities, errors or omissions of Contractor or its officers, employees, Subcontractors, or agents, including intentional acts, under this Contract.

Contractor agrees to hold harmless and indemnify the County and its affiliates against any taxes, premiums, assessments, and other liabilities (including penalties and interest) that the County or its

affiliates may be required to pay arising from products and/or services provided by Contractor under this Contract.

**2.22 Limitation of Liability:**

Except for infringement indemnity under Section 2.17.7, personal injury or death, neither the County nor Contractor, its partners, principals, or employees shall be liable for more than the total value of this Contract for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the products and/or services provided hereunder.

In no event shall the County or Contractor, its partners, principals, or employees be liable for indirect, incidental, consequential, special, punitive, or exemplary damages, costs, expenses or losses. The provisions of this paragraph shall apply regardless of the form of action, whether in contract, statute, tort (including without limitation negligence) or otherwise.

**2.23 Force Majeure:**

2.23.1 In the event that either Party is unable to perform any of its obligations under this Contract (or in the event of loss of use) due to natural disaster, (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, this Contract and/or any affected Statement of Work or Change Order shall immediately be amended or modified by the Parties to reflect any mutually agreed changes to project schedule(s) or delivery dates.

2.23.2 If the period of nonperformance exceeds fifteen (15) Calendar Days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract or any Statement of Work or Change Order.

2.23.3 If delay in delivery due to a Force Majeure Event does not exceed thirty (30) Calendar Days, such delays in delivery shall automatically extend the delivery date for a period equal to the duration of such events; any Warranty Period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such event so long as it does not exceed thirty (30) Calendar Days.

2.23.4 If delay in delivery due to Force Majeure Event is longer than thirty (30) Calendar Days, the County shall have the right to terminate this Contract, or a Change Order, upon written notice to Contractor, in accordance with this Section.

2.23.5 If this Contract involves the acquisition of equipment or software that contains personally identifiable information and/or processes credit card transactions, a security breach of Contractor's system shall not be considered a Force Majeure Event.

**2.24 Insurance and Bonding:**

Work shall not commence until all insurance requirements listed below have been met and certificates have been approved by the County Attorney and filed with the Auditor. All required insurance must be issued by companies or financial institutions that are financially rated "A" or better and duly licensed, admitted and authorized to do business in the State of Washington.

2.24.1 Insurance Certificate: As evidence of the required insurance coverage, Contractor shall furnish acceptable insurance certificates to the County prior to or with the return of the signed contract. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance. If the insurance is canceled or terminated prior to completion of the Contract, Contractor shall provide a new policy with the same terms. Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. Failure to maintain insurance as required by this Contract may be cause for immediate termination of the Contract by the County. Contractor's insurance will cover damages excluded from any limitation of liability to the extent of its policy limits indicated herein.

2.24.2 Additional Insureds: The coverage shall apply as to claims between insureds on the policy. The insurance shall be without prejudice to other coverage. For liability coverage, the insurance certificate shall name as additional insureds "Clark County, Washington State, and its elected officials, agents and employees." Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

2.24.3 Insurance Costs: Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

2.24.4 Required Coverage is as follows:

2.24.4.1 Public Liability and Property Damage: The Contractor shall obtain, and keep in force during the entire term of the agreement, liability insurance against any and all claims for damages to person or property which may arise out of operations under the agreement, whether such operations be by the Contractor, a sub-contractor, or anyone directly or indirectly employed by either the Contractor or a sub-contractor.

The amount of coverage provided by such insurance should not be less than \$1,000,000 combined single limit for bodily injury and property damage. In addition a General Aggregate Limit Endorsement, CG 25 03 or its equivalent, must be attached to the certificate.

All liability insurance required herein shall be under a comprehensive or commercial general liability (Occurrence Form Only) and business automobile policy or policies, and shall provide coverage as to:

- a. Premises and operations of the Contractor
- b. Products – completed operations
- c. Owners and Contractors protective
- d. Contractual liability
- e. Explosion (x), collapse (c), and underground hazards (u) coverage
- f. Broad form property damage.

- g. Employer's liability/stop-gap
- h. Automobiles, including all owned, hired and leased vehicles, and employer's auto non-ownership liability.

The County shall be named as an additional insured with respect to all such policies by endorsement CG 20 10 11 85 which must be attached to the certificate and copies of all policies shall be furnished to the County upon execution of this agreement by both Parties. An insurance company licensed to do business in the State of Washington shall issue all policies. At least seven (7) days prior to commencing any operations under the agreement, the County must receive an insurance certificate outlining the Contractor's insurance coverage. Said certificate must be provided on a standard "ACORD" or comparable form, must include as additional insured Clark County, with respect to the agreement, must provide that coverage shall not be canceled or modified without 30 days prior written notice to the County, and must state that all policies are written with an "occurrence" trigger.

The aforementioned CGL will be primary, annually renewing, occurrence based coverage. If any subcontractor is used by the primary, and if any coverage for the sub-contractor is less than the required amount for the primary, the primary is responsible for any shortfalls. Additionally, the subcontractor's coverage is primary, then the contractor's next and any coverage held by Clark County will be last, after all other coverages are expended. Clark County shall be named an additional insured for both primary coverage and the sub-contractor's coverage as well.

- 2.24.4.2 Workers' Compensation: Contractor shall comply with the workers' compensation law under RCW 51 Industrial Insurance. Contractor shall maintain coverage for all subject workers as defined by RCW 51 and shall maintain a current, valid certificate of workers' compensation insurance on file with the County Auditor for the entire period during which work is performed under this Contract.

Contractors who are non-subject workers meeting one of the exceptions in RCW 51.12.020 may not be required to carry workers compensation insurance. Any Contractor requesting an exemption from the workers compensation coverage listed above must make that request in writing to the County Attorney, stating Contractor's qualification for exemption under RCW 51.12.020.

- 2.24.4.3 Technology Errors and Omissions; Information Security & Privacy Liability: Contractor shall maintain liability insurance covering acts, errors or omissions arising out of the performance or failure to perform professional services related to the services under this Contract. The coverage shall be placed with an insurer with an AM Best Rating of A or better and shall include the following coverage:

Technology Products and Services E&O - Information Security & Privacy Liability for Service Provided to Others.

Such insurance shall cover any and all errors, omissions and/or negligent acts in the delivery of products, services and software under this Contract. Such errors and omissions insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and infringement of intellectual property, such as copyrights, trademarks, service marks and trade dress.

Such insurance shall include limits of coverage of the local currency equivalent of not less than \$3,000,000.00 (Three Million U.S. dollars) and shall remain in effect for not less than three (3) years following the date of termination or expiration of this Contract. Evidence of coverage must be sent to the County for three years following termination or expiration of this Contract.

2.24.4.4 Insurance Requirements for Subcontractors: Should Contractor subcontract any part of the Contract pursuant to Section 2.15, Contractor will require those Subcontractors or affiliates if not covered under Contractor's insurance, to obtain and keep in force for the duration of the Contract, insurance equal to the minimum values indicated above.

2.24.4.5 Performance Bond: In lieu of a performance bond, the County will withhold 15% of the total contract amount (excluding license costs) until all three (3) phases of the project have successfully completed Reliability Acceptance Testing and the County has issued a Certificate of Acceptance.

## **2.25 Ownership of Property**

Title to all equipment purchased under this Contract shall pass to the County upon delivery at the County's designated location. Any work products produced or created by Contractor for the County shall be understood to be, to the fullest extent of the law, works made for hire unless the Parties have expressly agreed otherwise in writing.

## **2.26 Proprietary Rights:**

Except customizations, all trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights in or related to the products or services are and will remain the exclusive property of Contractor or its designees. County shall not decompile, disassemble or otherwise reverse engineer the software.

## **2.27 Return of Parties' Property:**

When the Contract or any Task/Change Order placed pursuant to the Contract is terminated or expires, each Party shall return to the other all papers, materials, and properties of the other Party then in its possession. The County will retain one (1) copy of the documentation for the express purposes of public record archiving.

If the County has paid in full for licensed product prior to the expiration date of this Contract the County shall retain licenses to product for which the County may continue to order maintenance and upgrades. Terms of this Contract relating to such licensed product, maintenance and upgrades shall survive expiration of the Contract.

**2.28 Financing of Property:**

If Contractor finances any property, real or personal, that comprises any part of the system, the term of such financing shall not exceed the term of the Contract. If Contractor finances or leases any such property or equipment, Contractor shall ensure that any agreements ancillary to or supporting the principal lease or financing agreement (e.g., hardware, software, maintenance, insurance) are coterminous to the principal financing or leasing arrangement. In addition, if the Contract is terminated, Contractor shall ensure that the County or any successor contractor shall have the right to terminate, renegotiate or be assigned any lease of property or equipment or ancillary agreement (other than, in the case of the County, any financing agreement or insurance).

**2.29 Disclosure of Litigation or Financial Condition:**

Contractor warrants and represents that there are no suits, actions, other proceedings or reasonable anticipation of litigation in any judicial or quasi-judicial forum that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract. Contractor further warrants that it will immediately notify the County if, during the term of this Contract or any extension of this Contract, Contractor becomes aware of any lawsuits, actions or proceedings or has reasonable anticipation of litigation in any judicial or quasi-judicial forum that involve Contractor or any Subcontractor and that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract or extension of the Contract.

**2.30 Notice of Change in Ownership or Financial Condition:**

Contractor must maintain a financial condition commensurate with the requirements of the Contract. If during the Contract, Contractor experiences a change in its financial condition which may adversely affect its ability to perform, or experiences a change in ownership or control, Contractor shall immediately notify the County in writing. Failure to notify the County of such a change in financial condition or change in ownership or control is a material breach of the Contract.

**2.31 Audits and Access to Records:**

- 2.31.1 Records Retention: Contractor shall maintain current financial records in accordance with professional accounting standards. Contractor agrees to maintain and retain supporting financial and Contract related documents during the term of the Contract and for a period of three (3) years after the date of submission of the final billing or until the resolution of all audit questions or claims, whichever is longer. All financial records, supporting documents, statistical records and all other records pertinent to this Contract shall be retained by Contractor for a minimum of three (3) years.
- 2.31.2 County Audits: The County, either directly or through a designated representative, may conduct financial and performance audits of the billings and services during the records retention period listed above. County audits shall be conducted in accordance with generally accepted auditing standards. Contractor shall provide the County's internal auditor or external auditor, and their designees with a copy of all reports, including any management letters issued as a result of the specified audits.
- 2.31.3 Access to Records: The County internal auditor or County external auditor, and their designees, shall be given the right, and the necessary access, to review the work papers of Contractor audits if the County deems it necessary. Copies of applicable records shall be made available upon request.

**2.32 Overpayment:**

If an audit discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, then Contractor shall repay the amount of the excess to the County. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices. If any audit shows performance of Services is not efficient in accordance with the U.S. Government Accountability Office's Government Auditing Standards, or that the services are not effective in accordance with these Government Auditing Standards, the County may pursue remedies as provided under Section 2.33, Termination, and Section 2.35, Remedies.

**2.33 Confidentiality:**

- 2.33.1 Maintenance of Confidentiality: Contractor shall treat as confidential any County Confidential Information that has been made known or available to Contractor or that Contractor has received, learned, heard or observed; or to which Contractor has had access. Contractor shall use County confidential information exclusively for the County's benefit and in furtherance of the products and/or services provided by Contractor. Except as may be expressly authorized in writing by the County, in no event shall Contractor publish, use, discuss or cause or permit to be disclosed to any other person such County Confidential Information. Contractor shall (a) limit disclosure of the County confidential information to those directors, officers, employees and agents of Contractor who need to know the County confidential information in connection with the County project, (b) exercise reasonable care with respect to the County Confidential Information, at least to the same degree of care as Contractor employs with respect to protecting its own proprietary and confidential information, and (c) return immediately to the County, upon its request, all materials containing County confidential information, in whatever form, that are in Contractor's possession or custody or under its control. Contractor is expressly restricted from and shall not use County confidential information or the intellectual property of the County without the County's prior written consent

- 2.33.2 Scope: This Contract shall apply to all County confidential information previously received, learned, observed, known by or made available to Contractor. This Contract shall not apply to County confidential information which (a) is or later becomes part of the public domain without breach of this Contract and through no wrongful act of Contractor; (b) Contractor lawfully receives from a third party; (c) was developed independently by and was reduced to writing by Contractor prior to the earlier of the date of this Contract or the date of any access or exposure to any County confidential information, or (d) is required to be disclosed under operation of law. Contractor's confidentiality obligations under this Contract shall survive termination.
- 2.33.3 Equitable Remedies: Contractor acknowledges that unauthorized disclosure of County Confidential Information or misuse of a County computer system or network will result in irreparable harm to the County. In the event of a breach or threatened breach of this Contract, the County may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.
- 2.33.4 Contractor's Confidential Information: During the term of the Contract, Contractor may disclose to the County, certain Contractor Confidential Information pertaining to Contractor's business. Contractor shall be required to mark CONFIDENTIAL with a restrictive legend or similar marking. If CONFIDENTIAL is not clearly marked or the Contractor's Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Contractor shall identify the Confidential Information at the time of disclosure or within a reasonable time thereafter. The County shall not be deemed to have breached this Section if (a) Contractor's Confidential Information later becomes part of the public domain through no act or omission of the County; (b) is required to be disclosed under operation of law; (c) the County lawfully receives Confidential Information from a third party with no breach of any duty of confidentiality; or (d) was developed independently by and was reduced to writing by the County prior to the earlier of the date of this Contract or the date of any access or exposure to any Contractor Confidential Information.
- 2.33.5 Public Records Request: Contractor acknowledges that Clark County is subject to the Washington State Public Records Act and Federal law. Third persons may claim that the confidential information Contractor submitted to the County hereunder may be, by virtue of its possession by the County, a public record and subject to disclosure pursuant to the Washington State Public Records Act. Subject to the following conditions, the County agrees not to disclose any information Contractor submits to the County that includes a written request for confidentiality and as described above, specifically identifies the information to be treated as confidential. The County's commitments to maintain certain information confidential under this Contract are all subject to the constraints of Washington State and Federal laws. Within the limits and discretion allowed by those laws, the County will maintain the confidentiality of information.

County's Obligation to Notify Contractor: If the County receives a public records request for information that Contractor has marked CONFIDENTIAL and submitted in confidence, the County shall notify Contractor of the request. The County shall provide Contractor with written notice and a copy of the request. Contractor shall have ten (10) business days

within which to seek a relief from a Clark County Superior Court, provided that Contractor shall be responsible for its attorney fees and costs in such action and shall save and hold harmless the County from any penalties, attorney's fees or costs under Ch. 42.56 RCW for withholding or delaying public disclosure of such information caused by Contractor's claim that such information is its confidential information that is exempt from disclosure.

- 2.33.6 Discovery of Documents: In the event a party to litigation seeks discovery of information submitted by Contractor in confidence, the County will notify Contractor of the request. The County shall allow Contractor to participate in the response at its own expense. The County will comply with any effective order issued by the court having jurisdiction over the matter.

## **2.34 Dispute Resolution:**

Contractor shall cooperate with the County to assure that all claims and controversies which arise during Contractor's performance of Services under this Contract and which might affect the quality of such Services will be resolved as expeditiously as possible in accordance with the following resolution procedure:

- 2.34.1 Any dispute between the County and Contractor arising prior to completion of Contractor's services or the earlier termination of the Contract shall be resolved, if possible by the Contract Manager or their designee on behalf of the County and on behalf of Contractor.
- 2.34.2 If the Contract Manager or the Contract Manager's designee and Contractor are unable to resolve any dispute within three (3) business days after notice of such dispute is given by either Party to the other, the matter shall be submitted to the county's Executive Committee on behalf of the County on behalf of Contractor for resolution, if possible.
- 2.34.3 Should any dispute arise between the Parties concerning this Contract that is not resolved by mutual agreement above, it is agreed that such dispute will be submitted to mandatory mediation prior to any Party's commencing arbitration or litigation. In such an event, the Parties to this Contract agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.
- 2.34.4 Should an equitable solution not result from the foregoing, the County and Contractor shall be free to pursue other remedies allowed under this Contract.
- 2.34.5 Unless ordered by the County to suspend all or any portion of Contractor's services, Contractor shall proceed with the performance of such services or delivery of products without any interruption or delay during the pendency of any of the foregoing dispute resolution procedures and shall comply with any mutually agreed upon change orders that the County may issue regarding the acceleration of all or any portion of the products or services. During the pendency of any of the foregoing dispute resolution procedures, the County shall continue to make all payments that are not in dispute, in accordance with the provisions of the Contract.

## **2.35 Termination:**

The following conditions apply to termination of this Contract. The County, on thirty (30) days written notice to Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.

2.35.1 The County and Contractor, by mutual written agreement, may terminate this Contract at any time.

2.35.2 Either Party may terminate this Contract in the event of a Material Breach of the Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice to cure the Material Breach and of the Party's intent to terminate. If the Party has not entirely cured the Material Breach within thirty (30) Days of the notice, then the Party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination. In the event of default under this Contract, the non-defaulting Party shall have the option (upon the expiration without cure of any applicable cure period) to: (a) terminate in whole or in part this Contract or any related Statement of Work or Change Order, (b) seek remedies pursuant to this Contract (c) seek any other remedies in the Contract, in law, or at equity, to the extent not otherwise limited by the terms of this Contract, or (d) any combination thereof.

2.35.3 County Termination for Cause: The County may terminate this Contract for the following reasons, which constitute cause for purposes of this Section:

2.35.3.1 Bankruptcy: The County may terminate this Contract if Contractor:

- (a) becomes insolvent, makes a general assignment for the benefit of creditors;
- (b) suffers or permits the appointment of a receiver for its business or assets;
- (c) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, and such proceeding has not been dismissed within a sixty (60) day period; or (d) has wound up or liquidated, voluntarily or otherwise.

2.35.3.2 Maintenance Default: The County may terminate this Contract if Contractor fails to provide Warranty or Maintenance services as defined in this contract or Contractor has not cured its failure to provide Maintenance as provided and paid for in this Contract.

2.35.3.3 System or Product or Software Performance Default: The County may terminate this Contract for Material Breach if the system or product exhibits errors causing serious disruption of use and/or repeated periods of downtime, over a continuous period of 90 days or more. Refer to Section 4.11 Severity Level, Escalation, and Response Time for details.

2.35.3.4 Software Code: Inclusion of illicit code as set forth in Section 2.17.5, Warranty and Representations, shall be considered a Material Breach of the Contract and no notice or cure period will apply. In addition to any other remedy available to it under this Contract with respect to any such material

breach, the County reserves the right to pursue any civil and/or criminal penalties available to it against a Contractor, including without limitation the Deceptive Trade Practices & Consumer Protection Act, the Computer Crimes Law, Computer Fraud and Abuse Act, and any other remedy at law or equity.

2.35.3.5 Void Assignment: In the event that Contractor assigns its obligations to provide products and/or services under this Contract to any third party in a manner other than as set forth in Section 2.15, Assignment, the County shall have the option to seek specific performance, terminate this Contract or any Statement of Work or Change Order for products and/or services, and promptly receive a pro rata refund for fees paid for such Products and/or Services.

2.35.4 Termination Force Majeure: County may terminate this Contract due to a Force Majeure event as set forth in Section 2.21, Force Majeure.

2.35.6 Contractor Termination for County Breach: In the event of Material Breach of this Contract by the County, then Contractor's remedy shall be limited to termination of the Contract and receipt of equitable payment for services rendered.

## **2.36 Succession:**

This agreement will be binding on the legal successors or representatives of Contractor and County. It will also be binding on any party that receives licensing and distribution rights to TELLER from Contractor. Any right granted to either party under this Agreement may not be assigned by that party or the successor to that party, without the prior written approval of the other party, which will not be unreasonably withheld.

## **2.37 Rights and Obligations:**

If either Contractor or County terminates this Agreement, Contractor will retain all fees for products or services delivered to County up to the date of termination.

2.37.1 Any termination by Contractor as provided in this Agreement will not in any way operate to deny any right or remedy of Contractor, either at law or in equity, or to relieve County of any obligation to pay the sums due under this Agreement or of any other obligation accrued prior to the effective date of termination.

2.37.2 Any termination by County as provided in this Agreement will not in any way operate to deny any right or remedy of County, either at law or in equity, or to relieve Contractor of any obligation to pay the sums due under this Agreement, or of any other obligation accrued prior to the effective date of termination.

2.37.3 TELLER is subject to the export control laws of the United States and other countries. County may not export or re-export TELLER software without the appropriate United States and foreign government licenses. County must comply with all applicable export control laws and will defend, indemnify and hold Contractor harmless from any claims arising from County's violation of such export control laws.

2.37.4 Termination Force Majeure: County may terminate this Contract due to a Force Majeure event as set forth in Section 2.21, Force Majeure.

2.37.5 County Termination for Contractor Breach: In the event of termination by the County due to a Material Breach by Contractor, then the County may complete the Project itself, by agreement with another contractor, or by a combination thereof. In the event of any Material Breach by Contractor, which Breach shall not have been cured as agreed to between the Parties, the County shall have the ability to pursue the County's rights at law.

**2.38 Currency:**

Unless otherwise noted, all references to payment amounts in this Agreement are in U.S. dollars.

**2.39 Waiver:**

No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach of this Contract.

**2.40 Remedies:**

The remedies provided in this Contract are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

2.40.1 Software: In the event of Software failure as set out in the General Provisions above, the County shall have the right to one or more of the following non-exclusive remedies: (a) Contractor provide engineering/technical support on site at the County's location with source code for the software, if necessary for resolving the problem causing the breach. The County has the option to assign one or more of its full time employees to assist Contractor's engineer/technician(s) in repairing the problem. Contractor retains copyright and all ownership rights to the source code and any changes made during this on-site period if such repair involves software. The County agrees to maintain confidentiality of the source code and all residual know-how and knowledge that may be transferred to County employees as a result of this effort; however, the County shall be entitled to use the source code for purposes of error correction or operations continuity, at the County's sole discretion; or (b) the County may terminate this Contract in its entirety or solely as to the affected Change Order and exercise the remedies included in this Contract, in the County's sole discretion.

**2.41 Severability:**

Any section of this Contract which is held or declared void, invalid, illegal or otherwise not fully enforceable shall not affect any other provision of this Contract and the remainder of this Contract shall continue to be binding and of full force and effect. This Contract shall be binding upon and inure to the benefit of the County and its successors and assigns.

**2.42 Rolling Estoppel:**

Unless otherwise notified by Contractor, it shall be understood that the County shall have met all its obligations under the Contract. The County will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from Contractor by the fifteenth (15th) day of the month following the month of the alleged deficiency and Contractor identifies the specific

deficiency in the County's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected a specific performance requirement of Contractor.

2.42.1 Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in project timetable, the standards of performance under the contract or the contract price, if Contractor knew of that problem and failed to include it in the applicable report.

2.42.2 In the event Contractor identifies a situation that is impairing Contractor's ability to perform for any reason, Contractor's deficiency report should contain Contractor's suggested solutions to the situation. These suggestions should be in sufficient detail so that the County's project manager can make a prompt decision as to the best method of dealing with the problem and continuing the project in an unimpeded fashion.

2.42.3 If the problem is one that allows Contractor (within the terms of the Contract) to ask for changes in the project timetable, the standards of performance, the project price or all of these elements, the report should comply with the Change Order or Amendment procedure.

**2.43 Business License:**

Contractor shall register for a Washington State business license and a Vancouver City business license prior to beginning work under this Contract. Additionally, Contractor shall pay all fees or taxes due under the Business License Law during the full term of this Contract. Failure to be in compliance may result in payments due under this Contract to be withheld to satisfy amount due under the Business License Law.

**2.44 Packaging:**

All packaging should be minimized to the maximum extent possible without compromising product quality. The County encourages packaging that is reusable, readily recyclable in local recycling programs, is made from recycled materials, and/or is collected by Contractor for reuse/recycling.

**2.45 Cooperative Purchasing:**

Pursuant to RCW 39.26.060, as additional consideration for this Contract, Contractor agrees to extend an option to purchase any product, equipment, or service covered under this Contract at the same prices as are specified in this Contract for purchase by the County, under the same terms and conditions to all public agencies in the State of Washington.

**2.46 News Releases and Public Announcements:**

Contractor shall not use the County seal or other representations of the County in its external advertising, marketing, website, or other promotional efforts, nor shall Contractor issue any news release or public announcements pertaining to this Contract or the project without the express written approval of the County, such approval not to be unreasonably withheld. Contractor shall not use the County seal without specific written permission from Clark County.

**2.47 Survival:**

All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights; perpetual licenses, including licensing obligations as stated in this Contract; limitation of liability; and obligations to make payments of amounts that become due under this Contract shall survive the termination or expiration of this Contract and shall, to the extent applicable,

remain binding and in full force and effect. Nothing in this Contract shall alter, modify, or supersede the content and survival of such provisions, except as otherwise expressly agreed to in writing by the Parties and with the prior written approval of the County Attorney's office.

### 3. COUNTY FACILITY ACCESS

#### 3.1 Access to County Facilities:

Contractor agrees that Contractor's physical or remote access to the County facilities shall be subject to the security interests and controls necessary to protect public property, and the County shall not be liable for any delays necessary in granting Contractor access to any portion of the facilities or systems.

#### 3.2 Protection of Persons and Property:

- 3.2.1 Property: Contractor agrees to take reasonable steps to protect the County's property from injury or loss arising in connection with Contractor's performance of this Contract.
- 3.2.2 OSHA/WISHA: The Contractor certifies that it is in compliance with the conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and the standards and regulations issued thereunder and certifies that all items furnished or purchased under this agreement will conform to and comply with said standards and regulations. The Contractor further agrees to indemnify and hold harmless the County from all damages assessed against the County as a result of the Contractor's failure to comply with the acts and the standards issued thereunder and for the failure of the items furnished under this agreement to so comply.
- 3.2.3 Persons: Contractor and the County shall each take reasonable precautions for the safety of employees and shall each comply with all applicable provisions of applicable laws to prevent accidents or injury to persons on, about or adjacent to any premises where work is being performed.
- 3.2.4 Cleaning Up: Contractor shall ensure that project work sites are maintained in a clean and orderly fashion. Immediately after completion of the work, Contractor shall clean up and remove all refuse and unused materials resulting from the work. Upon Contractor's failure to do so within twenty-four (24) hours after having been notified in writing by the County, the work may be done by others at the direction of the County and the cost thereof charged to Contractor and deducted from any payments due.
- 3.2.5 No Smoking: Contractor shall not allow Contractor's or sub-Contractor's employees to smoke inside any County facilities, except as may be explicitly permitted by the County.
- 3.2.6 Security and Access Restrictions: Access to County facilities will be restricted to personnel who have received a security clearance from the County. Access may also be restricted with respect to the time and day. Restricted access shall not result in additional charges to the County for overtime or schedule delays. However, the County shall provide to Contractor and its agents access to its facilities, information and equipment as is reasonably necessary for Contractor to perform its obligations under this Contract. Any County property furnished to Contractor shall be used only for the performance of this Contract.

- 3.2.7 Storage of Materials: It shall be Contractor's responsibility for storage of any materials and the County will not be responsible for loss of or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief or other causes unless such loss or damage results from negligence of the County.
- 3.2.8 Risk of Loss: The Contractor shall bear the risk of loss or damage to the purchased hardware during the period of transportation and storage until acceptance.
- 3.2.9 Loss or Damage: Contractor shall be responsible for any loss or damage to County property which results from Contractor's acts or omissions or from the failure on the part of Contractor to maintain and administer in accordance with sound management practices that property. Contractor will ensure that the property will be returned to the County in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted.

Upon the loss of, destruction of, or damage to any of the County property, Contractor shall notify the County Project Manager thereof and shall take all reasonable steps to protect that property from further damage.

## 4. ACCEPTANCE TESTING

### 4.1 Right to Perform Acceptance Testing:

Prior to Accepting the System, the County shall have the right to perform Acceptance Testing. Acceptance Testing shall be completed at County-designated facilities using the System software and County Infrastructure and data (if County-Hosted) or the Infrastructure/data located at the Contractor's designated Contractor-hosted site.

### 4.2 Obligations of Contractor in Acceptance Testing:

Contractor shall cooperate with the County in the development of Acceptance Criteria and the Acceptance Test Plan that shall codify and set forth the location, date, and other specifications of the Acceptance Tests. Specifically, Contractor shall provide the following Services and material:

- 4.2.1 Sufficient training for County personnel to create and maintain Acceptance Test Scripts with the assistance of the Contractor and,
- 4.2.2 Qualified Contractor staff to assist County personnel to complete the required Acceptance Testing, and
- 4.2.3 Non-System equipment, software and system documentation required to complete Acceptance Testing.

### 4.3 Acceptance Criteria and Acceptance Test Plan:

The County agrees to establish the Acceptance Criteria in writing in an Acceptance Test Plan for the purpose of conducting Acceptance Testing. Acceptance Criteria and the detailed Acceptance Test Plan shall be finalized and agreed by Contractor and the County, and shall be incorporated into the Statement of Work and thereby into this Contract.

The Acceptance Test Plan shall include the following types of Acceptance Tests, each of which shall be considered successfully completed when the County issues a Certificate of Acceptance for all the specific Products or Deliverables tested:

- 4.3.1 Installation Acceptance Testing shall include installing and configuring System Equipment at its final/permanent locations along with verifying the connectivity of all System components. System Equipment and Equipment components must perform within Original Equipment Manufacturer (OEM) specifications and the Specifications set forth in this Contract for the Installation Testing to be considered successfully completed.
- 4.3.2 System Configuration Acceptance Testing shall demonstrate that the System operates as specified in the Contract after Configuration specific to the County (e.g., custom fields, fee schedules, validation tables, Contractor customization, workflow processes implemented, interfaces, mobile components, citizen portal, etc.) have been configured or developed as appropriate. System functions must perform as specified in the Contract; components integrated, and the System customized and configured as required for the System Configuration Testing to be considered successfully completed.
- 4.3.3 User Acceptance Testing shall demonstrate the correct operation of the System's functions as specified in the Contract, including all of the Interfaces, System configurations, data conversion, mobile components, citizen portal, security, fees, and workflows, etc. System

functions must perform as specified in the Contract for the Functional Acceptance Testing to be considered successfully completed.

4.3.4 Failover and Throughput/Projected Load Acceptance Testing shall include placing a load on the installed System comparable to the maximum anticipated System load and demonstrating over a specified time period that the System Response Times users would experience are compliant with the requirements in the Contract. System Response Times must meet the metrics in the Specifications during the peak System loads experienced during the Throughput/Projected Load Acceptance Testing and the Failover Testing must be successful for this test to be considered successfully completed.

4.3.5 Reliability Acceptance Testing includes operating and monitoring the complete System in a live production mode for a period of ninety (90) consecutive Calendar Days during which the System performs without any major failures of Equipment (provided by Contractor), Software, and/or System functions and capabilities for the Reliability Testing to be considered successfully completed. Major Failures are defined as System failures that result in a Level 1 or Level 2 Severity System Error as defined in Exhibit E – TELLER Software Maintenance Agreement, of this Contract. The County's use of the System during the Reliability Testing period shall not be interpreted as Acceptance of the System by the County. The System repair and Maintenance procedures in effect during the Reliability Testing must be the same repair and Maintenance procedures that will be in effect during normal System operation after Final System Acceptance. Because the System will be in production mode during the Reliability Testing period, the Contractor will not be afforded full access to the System to fix any encountered problems. Forced shutdowns of the System to replace or gain access to failed components must only occur with the express written permission of County representatives. This access may not be granted until proper arrangements have been made to secure System databases and work in progress and to ensure that production is not adversely affected. Failures that are not attributable to the System as provided by the Contractor are not charged against the Acceptance Testing period. If such Failures occur, the Acceptance Test will be suspended until the problems are corrected.

After the condition that caused a Major Failure is remedied, the Reliability Testing period is restarted from the beginning and the System must operate for another ninety (90) successive Calendar Days without any major failures for the Reliability Testing to be considered successfully completed.

4.3.6 The County will issue Final System Acceptance only after the successful completion of all of these individual Acceptance Tests and the Reliability Acceptance Test.

#### **4.4 Procedure and Timetable:**

Unless otherwise specified in the Statement of Work, the following procedures will be used for Acceptance Testing and are applicable to Acceptance Tests for single Deliverables or Products, components of the System, and the Reliability Acceptance Test:

- 4.4.1 The County shall commence Acceptance Testing no later than thirty (30) Calendar Days after receipt of a Deliverable;
- 4.4.2 Contractor shall provide, at no additional cost, reasonable and appropriate support, assistance, and consultation regarding the System to facilitate Acceptance Testing as provided in the Statement of Work;
- 4.4.3 Unless mutually agreed in writing by the Parties, Acceptance Testing for a specific Deliverable shall not exceed thirty (30) Business Days or other period as specified in the Acceptance Test Plan for a specific Deliverable or Acceptance Test. The County will make all reasonable efforts to complete the Acceptance Test within the time period specified. If errors are found in the software that result in receiving a fix from the Contractor, the clock will begin again giving the County thirty (30) business days from receipt of the fix to perform testing. If the Acceptance Test is successful the County shall issue a Certificate of Acceptance, a sample of which is attached as Exhibit F.

#### **4.5 Failure of Acceptance Test:**

The County will notify Contractor if a Deliverable or a portion of a Deliverable or the System fails to pass an Acceptance Test and will specify in reasonable detail the identified Failures and possible reasons for Failure. After County's notification, Contractor shall correct the Deliverable, or the affected portion, within ten (10) business days, or other period as mutually agreed upon in writing, and notify the County that the correction has been completed. After Contractor's correction notification, the County shall perform a second Acceptance Test. If the Deliverable, or portion of the Deliverable, fails to pass the second Acceptance Test, the County shall notify Contractor in writing, and the Contractor shall have a subsequent correction period of ten (10) business days to correct the Deliverable. If the Deliverable, or portion of the Deliverable, fails to pass the third Acceptance Test, the County shall notify the Contractor in writing, and the County may, in its sole discretion: (a) terminate the Contract or Statement of Work or Change Order with no further liability; (b) request Contractor to replace the Deliverable or defective portion of the Deliverable at no additional cost to the County, (c) request Contractor make further corrections to prepare for retesting again; (d) accept the Deliverable at a reduced cost to be negotiated between the Parties; or (e) issue an Acceptance Certificate entitled "Acceptance with Exception(s)."

- 4.5.1 If the County issues an "Acceptance with Exception(s)" the County will list the exception(s) and the date for Contractor's correction. If exceptions are corrected by the listed date(s), the County agrees to commence further Acceptance Testing of the Deliverable or affected portion(s). If the Deliverable passes the Acceptance Tests, the County will issue a Certificate of Acceptance.
- 4.5.2 If a Deliverable fails a second Acceptance Test (or in the event of a single Acceptance Test) in no event shall there be an increase to the original price agreed to by the Parties for the System.

**4.6 Revocation of Acceptance:**

The County shall have the right to revoke "Acceptance with Exception(s)" if the County granted an "Acceptance with Exception(s)" based on Contractor's commitment to correct the Error within a reasonable period of time, but the defect has not been so corrected.

The County shall also have the right to revoke Acceptance if the County accepted the System or the Deliverable without discovery of the defect, and the Acceptance was reasonably induced by Contractor's assurances or by the difficulty of discovery of the defect before Acceptance. Revocation is effective only if it occurs within a reasonable time after the County discovers or should have discovered the reasons for revocation.

**4.7 No Waiver:**

Acceptance shall not relieve Contractor from its responsibility under any Warranty. Payment for Products, Services, or the System does not constitute Acceptance nor does it constitute a waiver of any Warranty applicable to the County.

## 5. PUBLIC CONTRACTING

### 5.1 Public Contracts:

Contractor shall observe all applicable state and local laws pertaining to public contracts. RCW Title 39 Public Contracts and Indebtedness, requires every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of this Contract, as applicable:

- 5.1.1 Pursuant to RCW 39.04.250, on every public contract, Contractor shall make payment promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in the Contract.
- 5.1.2 Pursuant to RCW 49.46.130 (1), Except as otherwise provided in this section, no employer shall employ any of his or her employees for a work week longer than forty hours unless such employee receives compensation for his or her employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he or she is employed.

## 6. TRAVELS

### 6.1 Reimbursement:

Contractor may be reimbursed, upon advance written approval by authorized County personnel, for certain expenses incurred in connection with personnel assigned to provide services for the County on the County's site. All invoices shall be accompanied by original receipts and any additional backup that may be appropriate. Reimbursement will be made based on the following guidelines:

- 6.1.1 Commercial Air Travel: Commercial air travel reservations are to be arranged based on the lowest coach fare available within a reasonable time frame surrounding the desired arrival or departure time. The County shall reimburse Contractor for one round trip to the subject work location, unless otherwise agreed to by the County in writing. When possible, air travel arrangements should be reserved at least fourteen (14) to twenty-one (21) days in advance. Direct billing for commercial air travel is NOT permitted; however, County may elect to arrange travel reservations on behalf of Contractor personnel. Weekend travel is not reimbursable, unless otherwise agreed to by the County's Project Manager in writing. In the event weekend travel is reimbursed, such reimbursement shall be made based on an amount up to and in lieu of any authorized per diem amounts and, if applicable, any other daily expense reimbursement.
- 6.1.2 Rental Cars/Surface Transportation: Contractor shall choose the most economical mode of transportation. Vehicle rental will be reimbursed based on a minimum ratio of one (1) compact auto per two (2) Contractor personnel. Reimbursement for vehicle rental will not be approved for Contractor personnel falling below that ratio. Cost for additional insurance is not reimbursable, nor will reimbursement be permitted for fuel obtained at a vehicle rental agency. County does not assume any liability of any type in connection with rental vehicles reserved or operated by Contractor personnel. Direct billing for rental vehicles is not permitted. If the County's Project Manager elects to provide a per diem for auto rental, such per diem shall be the same per diem as allowed for County employees. The County will reimburse Contractor personnel for surface transportation such as taxicabs, shuttles, and mass transit, at actual cost when reimbursement requests are accompanied by original receipts.
- 6.1.3 Lodging: Contractor shall arrange for their own lodging. The County will reimburse Contractor per individual for daily lodging expenses based on County per diem rates; such per diem shall be the same per diem as allowed for County employees.
- 6.1.4 Meal and Incidental Expenses (M&IE): The County will provide per diem for each full day (eight hours) worked for Contractor personnel assigned to deliver Services. The County per diem rate shall apply.
- 6.1.5 Personal Entertainment: Expenses incurred for personal entertainment while traveling on the County business are not reimbursable. Personal entertainment includes items such as in-room movie charges, sightseeing, attendance at sporting events, reading materials, birthday gifts, haircuts, etc.

**7. EXECUTION**

This Contract may be executed in counterparts, and each counterpart when executed, shall have the efficacy of a signed original. Photographic, digital or electronic copies of such signed counterparts may be used in lieu of the originals for any purpose.

IN WITNESS WHEREOF, the County and Contractor have caused this Agreement to be executed

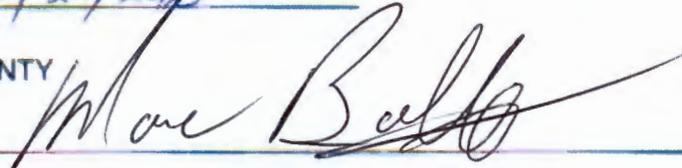
CONTRACTOR

By:  \_\_\_\_\_

Title: VP Operations  \_\_\_\_\_

Date: May 25/2016 \_\_\_\_\_

CLARK COUNTY

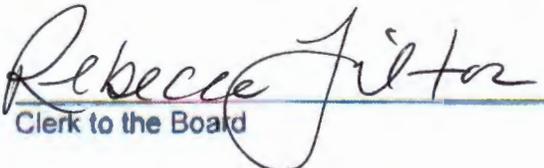
By:  \_\_\_\_\_

Date: May 31, 2016 \_\_\_\_\_

Approved as to form only:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

Attest

  
\_\_\_\_\_  
Clerk to the Board

## **8. LIST OF EXHIBITS**

Exhibit A: Contractor's Price

Exhibit B: Contractor's Response to County RFP #691

Exhibit C: Statement of Work

Exhibit D: POSSE One-Time Perpetual Software License Agreement

Exhibit E: POSSE Annual Product Support & Maintenance Agreement

Exhibit F: County RFP # 691 (including any addenda issued)

Exhibit G: Sample Change Order

Exhibit H: Sample Status Report

Exhibit I: Sample Certificate of Acceptance

Exhibit J: Hosting Service Level Agreement

# STATEMENT OF WORK

---

BETWEEN

HARRIS GOVERN

AND

CLARK COUNTY, WASHINGTON

DATE: MAY 20, 2016



## INTRODUCTION TO STATEMENT OF WORK (SOW)

Clark County is implementing a new Point of Sale (PoS) application which will require an interface with the PACS application to allow the PoS application to pull payment information from PACS, and push payment transactions into PACS.

This Statement of Work represents the agreement between Harris Systems USA, Inc., herein referred to as 'HARRIS', and Clark County, herein referred to as 'County', to provide for the development of a PACS interface for these new PoS features. All actions directed herein shall be performed in accordance to the Terms and Conditions stated within.

This document contains the overall approach and Statement of Work (SOW) for the planning, implementation, documentation, training of County staff and go-live project activities for the PACS – Point of Sale Interface planned for the PACS 9.0.45 release.

### **HARRIS Responsibilities**

The list below describes HARRIS Project Manager (PM) responsibilities during the implementation of this project;

1. The HARRIS PM will manage the activities of HARRIS staff, as specified in this Statement of Work.
2. HARRIS will have responsibility for Project Tasks outlined in this Statement of Work. Contractual and administrative communications will flow through the HARRIS PM and County PM. The HARRIS PM will coordinate activities related to the POS project to include planning, implementation, documentation, training of County staff, and go-live.
3. All direct communication between HARRIS and County personnel will be copied to the HARRIS PM and the County's PM and staff, as agreed upon.
4. Ensures that HARRIS communicates to the desired County attendees for invitation in advance of a task or event; and that HARRIS is present for all applicable meetings.
5. Review and provide feedback on all draft and updated documents; in general, HARRIS should attempt to provide feedback within three (3) Business Days of receiving the documents. If Harris requires more than 3 business days to review, Harris will inform the County within 1 business day.
6. Provide an adequate number of copies of agendas, handouts and presentation handouts for any meeting that HARRIS is leading (onsite or remotely). If the meeting is to be conducted remotely, then only one electronic copy of any materials needs to be delivered, and copies will be made at County facilities.
7. Create, review, and update all documents within the timeframe specified in the review process for all draft documents.

8. Ensures appropriate HARRIS team members attend all project meetings as required.

### **County Responsibilities**

The list below describes County's responsibilities during the implementation of this project;

1. Make arrangements to satisfy HARRIS requested logistics for all meetings (conference room, projector, access to Systems, etc.).
2. Provide Servers and a test environment for all necessary software and data installations that have the requisite software, operating system, and other support components installed.
3. Ensure hardware, communication lines, related infrastructure parameters and the Database Management Software (DBMS) match the service release version, per HARRIS requirements, and are installed properly and made available to Harris for configuration prior to the installation of any HARRIS software deliverable.
4. Provide Remote access to the approved HARRIS Team members, consistent with County policy and where County agrees in advance to provide such connectivity.
5. Provide logistics for software installation on servers.
6. Review and provide feedback on all draft and updated documents; in general, the County should attempt to provide feedback within three (3) Business Days of receiving the documents. If the County requires more than 3 business days to review, the County will inform Harris within 1 business day.
7. Ensure County attendees are invited in advance and are present, or accounted for via a suitable replacement if necessary, for all applicable meetings.
8. Provide adequate departmental resources to support the project task and timeline while taking into consideration daily and periodic departmental work requirements.
9. Provide adequate facilities and equipment for Training.
10. The County shall have responsibility for overall Project management of County resources and will provide direction to all County resources involved in the project.
11. All direct communication between the County and HARRIS personnel will be copied to the HARRIS PM and the County's PM and staff, as agreed upon.
12. Ensures appropriate County team members attend project meetings with HARRIS, and communicates concerns and priorities in a timely manner.

## REVISION HISTORY

Date	Version	Description	Author	Target Audience
3/25/16	1.0	Draft	B. Gordon	Project Team
4/28/16	1.1	Revision based on Feedback	B. Gordon	Project Team

## SCOPE OVERVIEW

The purpose of this project is to design, develop and implement a new Point of Sale (PoS) Interface planned for the PACS 9.0.45 release.

HARRIS Professional Services will conduct the planning, implementation, documentation, training of County staff, and go-live support for this PACS 9.0.45 release.

## STAKEHOLDERS

Full Name	Role	Entity
Candida Williams	Project Manager	Harris
Nicole White	Product Manager	Harris
Bart Gordon	Dir. Professional Services	Harris
Michelle Denman	Business Analyst	Harris

## WORK BREAKDOWN STRUCTURE – WBS

The project will be delivered per the project schedule in Exhibit A. The HARRIS Project Manager will ensure the following major tasks are accomplished as included in Exhibit A;

- 1) Project Initiation, Planning
- 2) Server Configuration
- 3) Product Configuration
- 4) Business Analysis
- 5) End User Documentation
- 6) System Administration Training
- 7) Acceptance Testing
- 8) Go-Live Support
- 9) Post Go-Live Support

## PROFESSIONAL SERVICES

This section defines the HARRIS professional service activities required to complete this project's requirements detailed in Exhibit C and the detailed Use Case document as agreed upon by both parties.

- i. Project Initiation, Planning: This consists of performing the following services: (a) project kickoff (b) develop a project schedule in collaboration with County PM (c) identify project resources (d) develop communication's plan in accordance with Exhibit A and C.
  
- ii. Server Configuration: This consists of HARRIS Govern technical personnel configuring the server and all other required computer hardware, including, but not limited to the following (a) configuring Windows Server (b) configuring backup software (c) configuring Dynamic Host Configuration Protocol (DHCP) services (d) configuring Remote Access Services (RAS) (e) configuring Internet Information Server (IIS) services (f) configuring MS SQL Server (g) configuring internet connectivity and related fire-wall software. (h) Configuring print services, printer drivers, network printers and monitoring software (i) adding all users.
  - a. Remote connectivity and network accessibility will be administered by the county's technical staff.
  
- iii. Product Configuration: This consists of product configuration management, PACS appraisal product configuration, PACS collections product configuration.
  - a. PACS Client Configuration: This consists of HARRIS Govern technical personnel visiting County's offices and configuring and testing the appraisal and tax collection software application on county machines. Technical staff will at this time also install the PACS database, PACS middle-tier and County's data on the server including PC configuration as necessary.
  - b. PC Software Dependencies: The initial installation of PACS software on County's PCs will require the use of County IT personnel. The client or desktop and server hardware must meet minimum specifications as outlined in the "*Hardware and LAN Requirements*" attached hereto.
  
- iv. Business Analysis: This consists of a HARRIS Govern product specialists (Subject Matter Expert - SME) providing analysis and review of existing business processes and provide recommendations for process changes or improvement, as needed, to ensure full utilization of the PACS 9.0.45 features
  
- v. End User Documentation: This consists of HARRIS providing product documentation for the PACS 9.0.45 release.
  
- vi. Systems Administration Training: This consists of a HARRIS product specialist conducting training for Systems Administration training. Training will be conducted remotely.

- vii. Acceptance Testing: This consists of the County conducting product testing of the PACS 9.0.45 PoS Interface. The HARRIS PM and product SME(s) will provide support as requested by the County to plan and execute testing.
  - a. Acceptance of PACS 9.0.45 Point of Sale Interface: This milestone delivery shall be deemed accepted after County has successfully completed product testing of the milestone delivery as identified in Exhibit B. Product testing includes, but is not limited to, testing to determine completion of the Use Case Basic and Alternative paths outlined in the PoS Interface Requirements.
  - b. The county has 5 business days to conduct product testing of milestones #2 and #3; 10 business days for milestone #4
  - c. The County can respond in writing within three (3) business days of product testing completion, and either accept or reject the product milestone. If County rejects the milestone delivery, it must provide the reason(s) for not accepting the milestone delivery. HARRIS will correct any noted defects and resubmit the delivery for acceptance. The County will not unreasonably deny acceptance.
  - d. The County's acceptance of a milestone, or final product delivery, will not be withheld if a Third Party product or interface is preventing a Use Case path from completing. Harris will make every reasonable effort, and work in good faith with the third party vendors and the County, to provide the software functionality as defined in the requirements. Harris will work cooperatively with the County to resolve any conflicts or escalations regarding Harris and third party functionality.
  - e. The PoS Interface cannot be used as the system of record in a production environment until County acceptance.
  
- viii. Go-Live Support: This consists of the HARRIS Govern product SME(s) conducting offsite support for the first week of Go-Live activities.
  
- ix. Post Go-Live Support: This consists of HARRIS offsite support as needed after Go-Live for a period for 5 business days. The HARRIS PM will be available as needed during this transition period.
  
- x. Miscellaneous Requirements: NA
  
  
- A. Confidentiality of Licensed Software: County will implement procedures sufficient to satisfy its obligations for security under the License Agreement, including appropriate control of its employees to prevent misuse, unauthorized copying, modification, or disclosure of the Licensed Software. The source code will be placed in escrow in accordance with the original master agreement.



**EXHIBIT A: PROJECT SCHEDULE**

<b>Project Task</b>	<b>Start</b>	<b>Finish</b>
<b>Requirements Definition Complete</b>		3/18/2016
<b>SOW Approved and Signed by County - Milestone 1</b>		6/3/2016
<b>DEV Schedule</b>		
<b>Harris – Internal Design Complete:</b>		
- Milestone 2 – Delivery of Data Layouts and API's to County and 3rd Party "Point of Sale" development team	7/5/2016	9/12/2016
<b>Harris – Integration Testing with Point of Sale Request Payment Information</b>		
- Milestone 3 – Harris Integration Testing for Request Payment Information from PACS functionality	10/10/2016	10/14/2016
<b>Harris – Integration Testing with Point of Sale Sending Payment Information</b>		
- Milestone 4 – Harris Integration Testing for Send Payment Information to PACS and Payment Application within PACS functionality	11/28/2016	12/2/2016
<b>Harris – County Product Acceptance / Beta Testing - (Including 3rd Party)</b>		
- Milestone 5 – Harris delivers product for final Acceptance / Beta Testing	1/9/2017	1/20/2017
<b>9.0.45.x Release – includes Point of Sale Interface and related PACS enhancements – March 31, 2017</b>		
- Milestone 6 – 9.0.45.x released to production	3/31/2017	3/31/2017
<b><u>Dependencies /Assumptions</u></b>		
- Delays in SOW Approval will impact delivery schedule.		
- If Clark 3rd Party Point of Sale Developers are not ready for Milestone 2 and Milestone 3, then Milestone 4 and Milestone 5 will have corresponding schedule slips/impacts.		

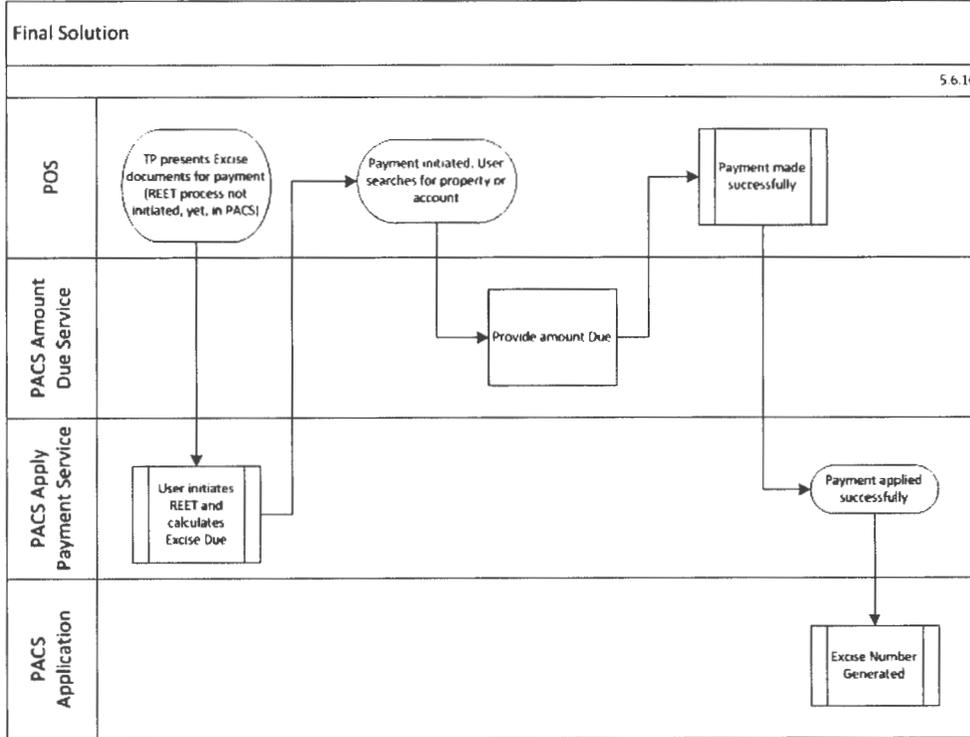
**EXHIBIT B: PAYMENT SCHEDULE**

<b>Project Task</b>	<b>Payments by Milestone</b>
<b>Requirements Definition Complete</b>	
<b>SOW Approved and Signed by County - Milestone 1</b>	<b>\$27,580.00</b>
<b>DEV Schedule</b>	
<b>Harris – Internal Design Complete:</b>	
- Milestone 2 – Delivery of Data Layouts and API's to County and 3rd Party "Point of Sale" development team	\$27,580.00
<b>Harris – Integration Testing with Point of Sale Request Payment Information</b>	
- Milestone 3 – Harris Integration Testing for Request Payment Information from PACS functionality	\$20,685.00
<b>Harris – Integration Testing with Point of Sale Sending Payment Information</b>	
- Milestone 4 – Harris Integration Testing for Send Payment Information to PACS and Payment Application within PACS functionality	\$20,685.00
<b>Harris – County Product Acceptance / Beta Testing - (Including 3rd Party)</b>	
- Milestone 5 – Harris delivers product for final Acceptance / Beta Testing	\$27,580.00
<b>9.0.45.x Release – includes Point of Sale Interface and related PACS enhancements – March 31, 2017</b>	
- Milestone 6 – 9.0.45.x released to production	\$13,790.00
<b>Total Project Cost</b>	<b>\$137,900.00</b>
<b>Dependencies /Assumptions</b>	
<ul style="list-style-type: none"> <li>- Delays in SOW Approval will impact delivery schedule.</li> <li>- If Clark 3rd Party Point of Sale Developers are not ready for Milestone 2 and Milestone 3, then Milestone 4 and Milestone 5 will have corresponding schedule slips/impacts.</li> </ul>	

All payments are due within 30 days of receipt of an invoice from HARRIS. Invoices will not be submitted by HARRIS until the County acceptance testing is complete and accepted for each milestone listed above.

**EXHIBIT C: PACS 9.0.45 - POS INTERFACE REQUIREMENT DIAGRAMS**

**Activity Diagrams**





## Proposal

Local Government Division

---

### ***Clark County Cashiering Integration***

*Presented to:*

**Anthony Glenn**  
Sr. Financial Management Analyst  
Clark County  
1300 Franklin Street - 2nd Floor  
Vancouver, WA. 98660  
360-397-2254 Option 4  
[Anthony.Glenn@clark.wa.gov](mailto:Anthony.Glenn@clark.wa.gov)

*Proposal date:*

May 13, 2016

*Submitted by:*

Christine Jandreau  
800-554-4434  
[christine.jandreau@tylertech.com](mailto:christine.jandreau@tylertech.com)

Tyler Technologies  
Local Government Division  
5519 53rd Street  
Lubbock, Texas 79414

**Investment Summary**  
Anthony Glenn  
Clark County  
May 13, 2016



**Cost Breakdown**

Proposal Valid for 120 days

<b>Professional Services</b>	<b>Cost</b>	<b>Annual Maintenance</b>
Development Services	25,000	2400
Professional Services	3,920	
	<b>28,920</b>	
<b>Project Total</b>	<b>28,920</b>	<b>2,400</b>

## Professional Services

Anthony Glenn  
Clark County  
May 13, 2016



Professional Services	Estimated Hours	Services	Annual Maintenance
<b>Development Services</b>			

### Clark County Cashiering Integration

Tyler Technologies will integrate with Teller cashiering, which will enable the following process improvements:

#### Development Overview:

##### New process implementation that Eagle Recorder currently supports:

Official Records, copies and marriage licenses will begin in Eagle Recorder through New Receipt.

All Documents that will be recorded will use the Scan-First feature through Receipting

- Scan-First will allow an electronic label to be applied.
- Document Types will be selected post scan.

##### Enhancement that will be made to Eagle Recorder to integrate seamlessly with Teller:

1. Creation of a Teller Tender Type
2. Once payment is ready to be processed, the Teller Tender will be selected to begin processing the payment. *(From step 2-4 Eagle Recorder will submit the initial file and then wait for Teller to respond before proceeding. Cancellations at this time in the submission process within Eagle Recorder will not be supported at this time).*
  - a. Eagle will drop a file to Teller with the total fees and the document type(s).
    - i. Multi-titles will show each title included
  - b. All payment types including House Account payments that are over the counter, will be processed via Teller.
    - i. Reports will reflect Teller as the tender.
    - ii. No changes will be made to the way e-Recordings are processed.
    - iii. The submission to Teller will be one transaction. Partial transactions will not be supported at this time.
  - c. The receipt view will remain open while the transaction is being processed.
3. Teller will respond (drop a file) with the payment information to Eagle Recorder, to confirm a successful transaction and include Excise Number(s) (if it exists).
4. Eagle will then complete the transaction in Recorder and drop a file to Teller with the assigned Document Number.
5. Eagle will stamp the image electronically, including Excise Number(s) obtained from Teller.
  - a. A process will be created for the appropriate title within the multi title to receive the Excise number(s) via electronic stamp.
  - b. If the Excise numbers are not received in Eagle Recorder, we will complete the transaction and the Excise numbers will need to be added manually.
6. The document will be stored within Eagle Recorder and go through its assigned workflow.
7. Should the transaction fail or become voided through Teller, Teller will communicate the failed status of the transaction back to Eagle Recorder via file drop.
  - a. The Eagle receipt can then be cleared if necessary.
  - b. The Teller payment can be re-processed.
8. Voids that occur in Eagle Recorder after the submission process will have no interaction with Teller at this time.

**Professional Services**

Anthony Glenn  
Clark County  
May 13, 2016



Professional Services	Estimated Hours	Services	Annual Maintenance
-----------------------	-----------------	----------	--------------------

**Services Overview:**

1. Create/Update test site with configuration from production site and add scan first module
2. Create and test new labels, electronic stamps.
3. Update Workflow(s)
4. Training for the Scan first module and new cashier integration

**Timeframe:**

Quote for these services must be approved by May 31, 2016 for services to commence during planning phase in June, development work to begin in July and completion of services to occur in October, 2016. Tyler Technologies expects to complete this development work in one quarter. **However, please note: due to the inclusion of multiple parties involvement in this development, there may be circumstances outside of our control that delay this project's completion.**

**Cost:**

Development (includes Requirements, Analysis, Design, and Testing): <b>Development services license fees are a flat fee and are due upon acceptance of the software.</b>		25,000	
Recurring Annual Maintenance (on Development): <b>Recurring Annual Maintenance on Development will be billable 90 days after testing is complete and accepted by Clark County.</b>			2,400
Services (Implementation, Training, etc.) <b>Services for Implementation and training are billed as they are incurred. Only actual hours needed are invoiced.</b>	28	3,920	

---

<b>Total: Development and Services</b>	<b>28</b>	<b>28,920</b>	<b>2,400</b>
--	-----------	---------------	--------------

Clark County Approval

  
\_\_\_\_\_  
Marc Boldt - Chair, Board of County Councilors

May 31, 2016  
Date

Approved as to form only:

  
\_\_\_\_\_  
Deputy Prosecuting Attorney

Attest:

  
\_\_\_\_\_  
Clerk to the Board

## Attachment A – Cover Sheet

### General Information:

Legal Name of Applicant/Company/Agency: Computronix (U.S.A.), Inc.

Street Address: 3900 S. Wadsworth Blvd. Suite 510 City: Lakewood State: CO Zip: 80235

Contact Person: Keith Burgess Title: Client Solutions Manager

Phone: (800) 359-3758 ext 5362 Fax: (720) 644-3249

Program Location (if different than above): N/A Email address: keith.burgess@computronix.com

Tax Identification Number 84-1516616

### **ADDENDUM:**

Proposer shall insert number of each Addendum received. If no addendum received, please mark "NONE".

No. 1 Dated: 4/24/2015 No.     Dated:     No.     Dated:     No.     Dated:    

***Note: Failure to acknowledge receipt of Addendum may render the proposal non-responsive.***

→ Does the proposal comply with the requirements contained within the RFP?

A "No" response may disqualify the proposal from further consideration.

Yes       No

→ Did outside individuals or agencies assist with preparation of this proposal?

Yes       No (if yes, describe.)\*\*

Total Funds Requested Under this Proposal **\$240,142** (5 year total cost)

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Board of Commissioners.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*(This page left intentionally blank)*

## 1.0 Executive Summary

**Computronix of Denver, Colorado**, is pleased to provide this proposal in response to Clark County's RFP #691 for a Point of Sales Cashiering Application. With 36 years of experience delivering award-winning software solutions to government clients and private industry, Computronix, along with its subcontractor, Can/Am Technologies, believes that our proposed **Teller** solution (manufactured by Can/Am) will provide the Joint Lobby with the most cost-effective, powerful, and tightly integrated cash receipt system available to the County.

### Teller Already Licensed at Clark County

A Teller Point of Sale/Cashiering system will be implemented at Clark County as part of the Community Development Department's "Pony Express" project that began in late February 2015. As part of this project, the County negotiated a Teller Software License Agreement allowing for the purchase of additional Teller databases and cashiering workstations, as well as Teller implementation and training services, at any time for rates and prices already negotiated (as quoted in this Proposal). Teller software warranty coverage, help desk services, and free software upgrades will be provided under the County's existing "One-Stop" Annual Support Agreement with Computronix. Community Development's Teller system will be delivered to the County from a hosted environment located at Computronix' new Data Center in Denver. Teller hosting services are included in the Department's all-inclusive Hosting Service Level Agreement.

#### Computronix and Can/Am: A Winning Combination

In addition to the Teller implementation already planned for Clark County's Community Development Department as part of the "Pony Express" Project, Teller systems are in use today at the following municipal governments:

- Hamilton County, IN
- Douglas County, CO
- Chesterfield County, VA

If the Joint Lobby is interested in completing a site visit to further evaluate our proposed solution, we would be happy to make arrangements for a visit to any of these client sites.

Under the terms of these Agreements, the Joint Lobby has two options to quickly and easily purchase its POS/Cashiering solution:

- a) **HOSTED SOLUTION:** Simply join the planned hosted Teller environment for the cost of additional workstation licenses and annual support coverage, additional Hosting SLA charges, and project-related professional services provided by Computronix and/or its subcontractor Can/Am Technologies. System security features can be leveraged to separate (or completely hide, if necessary) Community Development and Treasurer's Department Teller activities from each other, even though both systems would reside in a single Teller production database. This is the recommended approach for the County.

- b) **IN-HOUSE SOLUTION:** Purchase additional workstation licenses and annual support coverage, an additional Teller database license, and project-related professional services provided by Computronix and/or its subcontractor Can/Am Technologies, in order to implement a distinct Treasurer's Department Teller system hosted in-house by the County and supported by the County's own IT support team.

In selecting a Teller solution, the County will be able to leverage Community Development's significant effort, through a lengthy RFP process, diligent proposal evaluation and client reference checking, and a client site visit (to Douglas County, CO) that resulted in Community Development's selection of the Teller product as part of its Permit Tracking System Replacement project. For further information, please contact Community Development Director Marty Snell and IT Applications Manager Sheri Rugh at Clark County.)

Computronix is a certified reseller of Teller software, and is authorized to provide Teller Annual Support Services as part of the Computronix POSSE Annual Product Support coverage. (Note: POSSE software is being implemented as Community Development's new Permit Tracking System software.)

## Product Overview

As previously stated, our proposed POS/Cashiering solution is **Teller**, a Point of Sale (POS) system created by Can/Am Technologies, Inc. (<http://goteller.com/>) that provides powerful, flexible, and enterprise-wide functionality. As a stand-alone application or as a module interfaced with an existing legacy system, Teller utilizes the highest standards of data integrity and seamless interface integration. Teller complements several of Computronix' current POSSE permitting installations and continues to impress customers with its flexibility, configurability, and seamless system integration.

The County can leverage Teller to achieve the following efficiencies:

- Streamline your front counter cash handling needs by providing cashiers with a single cashiering application integrated with Oracle, PACS, and Eagle Recorder
- Improve customer service through effective payment handling
- Enjoy complete financial auditing
- Integrate payment processing with your existing workflow and system(s)
- Reconcile daily cashier activities on your schedule
- Consolidate payment activities from multiple sources into one integrated system providing enterprise payment reporting

Additional information about Computronix may be found at [www.computronix.com](http://www.computronix.com).

## Solution Summary

Teller provides a modern and intuitive Web-based user experience for POS transactions. With Teller, a payment transaction can be fully completed in a single place. Multiple forms of payment (including credit cards) can be used to pay a fee, and fees from multiple, unrelated fees can be paid in a single transaction. Receipts and fees unrelated to core workflows, such as code books or photocopy charges, can be paid alongside normal core fees or as a single one-time transaction. Validation and/or

endorsement information can be printed on documents relevant to fee payment, such as checks and permit documents, using industry-standard validation hardware. Payment receipts are saved as PDF documents in the database and are accessible, yet fully secure. Ongoing system support is vital to the success of any implementation, and Computronix will continue to provide responsive, client-focused support following the Teller project.

Teller has been a pillar within the agencies that have implemented the system for cash management needs. By adding Teller, Clark County will immediately recognize the benefits of an integrated POS system, enabling the County to define the new state-of-the-art in efficient, customer-centric service.

### **For Further Information:**

Keith Burgess, Clark County Client Solutions Manager

Computronix (U.S.A.), Inc.

3900 S. Wadsworth Blvd. Suite 510

Lakewood, CO 80235

Ph. 1-800-359-3758 ext. 5362

E-mail: [keith.burgess@computronix.com](mailto:keith.burgess@computronix.com)

*(This page left intentionally blank)*

## 1.1 Attachment C – Vendor Qualifications

Item #	Vendor Overview
C.1	<p><i>Please provide audited financial statements for the last two years.</i></p> <p>Computronix has provided our most recent audited financial statements in Appendix A.</p>
C.2	<p><i>Are you a subsidiary of a parent entity? If so, please provide a corporate overview of the parent and your relationship to it.</i></p> <p>Computronix (U.S.A.), Inc. is part of Computronix Corporation. Can/Am Technologies will be providing services as a subcontractor to Computronix.</p> <div style="text-align: center;">  <p><b>COMPUTRONIX</b><sup>®</sup> Computronix Group of Companies</p> <pre> graph TD     CC[Computronix Corporation Office Location: Edmonton, AB, Canada] --- COL[Computronix (Overseas) Limited Location: Lamaca, Cyprus]     CC --- CTL[Computronix Technologies Ltd. Location: Edmonton, AB, Canada]     CC --- CL[Computronix (Canada) Limited Location: Edmonton, AB, Canada]     COL --- CU[Computronix (U.S.A.), Inc. Location: Lakewood, CO, USA]                     </pre> </div>
C.3	<p><i>Is your agency currently involved in or does it have pending any legal actions? Has your agency filed for bankruptcy in the past five years?</i></p> <p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No <i>(If yes, please explain)</i></p> <p>Computronix does not have any current or pending legal actions. Computronix has not filed for bankruptcy in its history.</p>
C.4	<p><i>Does your organization guarantee that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition?</i></p> <p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No <i>(If no, please explain)</i></p> <p>Yes. All prices and cost data have been arrived at independently.</p>
C.5	<p><i>Does your organization guarantee that the costs for services quoted in response to this RFP are not in excess of those which would be charged any other individual for the same services performed by your agency?</i></p> <p><input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No <i>(If no, please explain)</i></p>

C.6	<p><i>How long have you been in the cash collection "Point of Sale" business? How long has the current version been released?</i></p> <p>Our partner, Can/Am Technologies, has been providing Point of Sale solutions since 2006.</p> <p>The current version, Teller 6.0, was released in September 2014.</p>
C.7	<p><i>Please provide a strategic overview for the future enhancements of your platform.</i></p> <p>Teller is a robust product that is regularly updated to take advantage of changes in technology. Our goal is to provide the County with a solution that will meet the County's needs for many years to come.</p> <p>Unlike other vendors, Computronix and Can/Am Technologies are not interested in delivering product solutions that will soon be out of date, requiring purchase of new product licenses to implement "upgraded" replacement systems. Our business model places paramount priority on the needs of, and organizational impact to, our customers; as such, we invest heavily in enhancing and keeping Teller up to date, providing minor and major enhancements to any customer with a current Annual Support Agreement.</p> <p>As Teller is enhanced, we provide upgrade programs, scripts and procedures to ensure smooth transition to new product versions while endeavoring to minimize impact on users.</p> <p>The most recent major Teller initiatives have been captured in the upgrade from Teller 5.6 to Teller 6.0, which was released in September 2014. Key enhancements in this upgrade included:</p> <ul style="list-style-type: none"><li>• Re-designed user interface fully implemented in the browser</li><li>• Deeper business system integration</li><li>• UI enhancements throughout, enabling more transparency, simpler research, and enhanced features</li><li>• Vastly improved Sales Tax handling</li><li>• NSF Tracking</li></ul> <p>Our mission is to provide software that enables our users to serve their customers more effectively. As such, usability, simplicity, and a respect for users and customers alike are the hallmark of our existence. We are not interested in delivering software that "barely works"; we are passionate about providing software that enables our Government clients to serve their citizens with maximum effectiveness and efficiency.</p> <p>Moving forward, there are several principles that guide Teller product development:</p> <ul style="list-style-type: none"><li>• Listen to our customers and the market</li><li>• Design changes based on independently researched, expert knowledge of cashiering domain</li><li>• Aggressively expand our integration capabilities and set of implemented integrations with payment processing and business system partners</li><li>• Ensure compatibility with existing customer usage practices</li><li>• Perform thorough, multidisciplinary testing prior to customer release</li></ul>

	<p>Guided by these principles, some key items in the Teller roadmap include the following:</p> <p><b>Immediate Plans</b></p> <ul style="list-style-type: none"> <li>• Integrated Check Scanning</li> <li>• Enhanced Deposit Tracking</li> <li>• Expanded Enterprise Reports</li> <li>• Expanded Teller Business System Integration Capabilities</li> <li>• Cash Drawer Integration</li> <li>• Enhanced Query, Plugin, and REST APIs</li> </ul> <p><b>Mid-term Plans</b></p> <ul style="list-style-type: none"> <li>• Electronic Reconciliation with Integrated Business Systems and Payment Processors</li> <li>• Intelligent Printing of all Informational Teller Windows</li> <li>• Multiple Cash Handling Areas in Same System</li> <li>• Built-in Teller User Management</li> </ul> <p><b>Long-Term Initiatives</b></p> <ul style="list-style-type: none"> <li>• Database Independence from Oracle</li> <li>• Customer Accounts Module</li> <li>• Broader Teller Cloud Offering</li> </ul>
C.8	<p><i>List your strategic partners, if any, and the role they play in the implementation.</i></p> <p>Computronix is partnering with Can/Am Technologies to deliver the Teller Point of Sale solution. Computronix will be the prime contractor for this engagement, with significant involvement from Can/Am Technologies.</p>
C.9	<p><i>Describe the roles which Clark County and your company will perform during system planning, data conversion, implementation, and start-up.</i></p> <p>Throughout the project, the Computronix project sponsor will oversee project activities and coordinate project execution with the parallel Clark County Permit Tracking System project.</p> <p>During the Planning phase, the Computronix project sponsor and Can/Am Business Analyst will work with County Subject Area Experts to understand current business processes and agree on a transition plan to Teller. Then Can/Am will prepare the "Teller Implementation Plan" document detailing how Teller will be configured for Clark County and specific details of all system integrations. The Can/Am Project Manager will work with the Clark County Project Manager to coordinate the project, maintain the project schedule, and manage scope.</p> <p>For the Implementation phase, Can/Am developers and testers will configure Teller, develop system integrations, and implement any optional pricing items. Can/Am staff will deliver the tested Teller solution to a User Acceptance Testing environment for Clark County Subject Area Experts to test and validate the implementation. A Can/Am Trainer will provide Teller Usage training to Clark Subject Area Experts to enable maximum</p>

	<p>effectiveness in testing. The Can/Am Project Manager will coordinate activities with the Clark County Project Manager.</p> <p>A Can/Am representative will be on site during the first several days of production startup to assist with Clark staff and ensure effective resolution to any issues that arise.</p>
<p>C.10</p>	<p><i>Describe your approach to post implementation support.</i></p> <p>Our Denver-based Customer Support Team will be the County's primary contact for all services and issues during the Maintenance and Support period. Our maintenance costs are listed in the <b>Cost</b> section below and include the following services:</p> <ul style="list-style-type: none"> <li>• Designated Account Manager for Clark County: Keith Burgess, who already has an established relationship with Community Development and with Technology Services.</li> <li>• Online help desk support to the County's designated Tier 1 support staff for diagnosing, triaging, and trouble-shooting support requests. Our Customer Support Team will engage POSSE Product Support's Tier 2–Tier 4 Help Desk services, on the County's behalf as needed. The online help desk support and POSSE Product Support teams operate 7:00 a.m.–6:00 p.m. Mountain Time, Monday to Friday, excluding defined statutory holidays. Support outside of these hours is available to the County at additional cost.</li> <li>• Online issues reporting and tracking tool for reporting and tracking issues 24 x 7 x 365. The County's Tier 1 Help Desk staff members will each receive an authenticated ID and password to access the issues reporting system.</li> <li>• Customer escalation processes to the Can/Am Development Team, and ultimately to Can/Am ownership.</li> </ul> <p>In most cases, Can/Am Support will be immediately engaged regarding questions and issues related to Teller. Can/Am Support and Engineering staff will coordinate with Computronix and engage <u>directly with Clark County staff</u> to ensure effective resolution of all Teller questions and issues.</p> <p>Computronix and Can/Am can also provide onsite or remote post-implementation support as requested by the County. The County can expect timely and effective support from our teams, which work closely together on many initiatives.</p>
<p>C.11</p>	<p><i>Describe how you manage application "bug" corrections (fixes).</i></p> <p>The Teller Product Team places a high priority on ensuring that Teller is operating in prime condition on all of the Teller production sites. We take issue reports seriously and endeavor to solve product issues quickly: first by way of a workaround or temporary fix to the immediate problem, and again by implementing a permanent solution in the Teller product.</p> <p>All bugs reported for Teller are recorded and prioritized in the Teller Issue Tracking system. High-priority bugs requiring immediate resolution are fixed and delivered to the County as a patch to the version of Teller currently implemented for the County. Non-critical fixes are scheduled based on their priority into a Teller sprint and implemented in the next released version of Teller. As there is normally active work underway on a future Teller version, we will often back-port fixes to medium-priority bugs in a patch or maintenance release or the</p>

	current major Teller version being used in production.																
C.12	<p><i>Describe project escalation based upon the seriousness of a bug or problem.</i></p> <p>During the project, the Can/Am Project Manager will be the primary contact and coordinator for all issues that are raised. Issues encountered by the County Project Team must be communicated with the County Project Manager and the Can/Am Project Manager who will determine the relevance of the issue based on the scope baseline and ensure that the issue is being communicated with the right people.</p> <p>The County's Project Manager will assign valid Administrative Issues and Change Requests to Computronix for investigation and resolution.</p> <p>At any time the County Project Manager can request escalation of an issue to the Computronix sponsor, to the Can/Am Product Owner, and ultimately to Can/Am and Computronix Executive Leadership teams.</p> <p>In general, <u>any</u> Issue that is considered "Critical" must be logged immediately and brought to the attention of the Can/Am Project Manager. These will be given immediate attention by Computronix/Can/Am.</p>																
C.13	<p><i>Describe the typical response time for a successful resolution to a bug or problem.</i></p> <p>Support issues are categorized as follows, with corresponding response times. Product support is provided from our Denver and/or Edmonton offices.</p> <table border="1"> <thead> <tr> <th>Severity</th> <th>Definition</th> <th>Response Time</th> <th>Resolution Time</th> </tr> </thead> <tbody> <tr> <td><b>Critical</b></td> <td>CLIENT site is down.  Major impact to operations of CLIENT site.</td> <td>&lt; 15 min.</td> <td>Immediate and ongoing effort, with daily reporting to CLIENT until the correcting release is issued or a work-around is provided.</td> </tr> <tr> <td><b>High</b></td> <td>Major impairment of at least one important function at CLIENT site.  Operations at CLIENT site are impacted.  All important CLIENT functions are working albeit with extra work.</td> <td>&lt; 1 hour</td> <td>Proceed with fix as high priority work (with CLIENT informed of identified target date for release as well as regular progress reports) until the new release is issued or a work-around is provided.</td> </tr> <tr> <td><b>Medium</b></td> <td>CLIENT Operations not significantly impacted.  One or more minor</td> <td>&lt; 4 hours</td> <td>Proceed with fix as medium priority work, with CLIENT informed of</td> </tr> </tbody> </table>	Severity	Definition	Response Time	Resolution Time	<b>Critical</b>	CLIENT site is down.  Major impact to operations of CLIENT site.	< 15 min.	Immediate and ongoing effort, with daily reporting to CLIENT until the correcting release is issued or a work-around is provided.	<b>High</b>	Major impairment of at least one important function at CLIENT site.  Operations at CLIENT site are impacted.  All important CLIENT functions are working albeit with extra work.	< 1 hour	Proceed with fix as high priority work (with CLIENT informed of identified target date for release as well as regular progress reports) until the new release is issued or a work-around is provided.	<b>Medium</b>	CLIENT Operations not significantly impacted.  One or more minor	< 4 hours	Proceed with fix as medium priority work, with CLIENT informed of
Severity	Definition	Response Time	Resolution Time														
<b>Critical</b>	CLIENT site is down.  Major impact to operations of CLIENT site.	< 15 min.	Immediate and ongoing effort, with daily reporting to CLIENT until the correcting release is issued or a work-around is provided.														
<b>High</b>	Major impairment of at least one important function at CLIENT site.  Operations at CLIENT site are impacted.  All important CLIENT functions are working albeit with extra work.	< 1 hour	Proceed with fix as high priority work (with CLIENT informed of identified target date for release as well as regular progress reports) until the new release is issued or a work-around is provided.														
<b>Medium</b>	CLIENT Operations not significantly impacted.  One or more minor	< 4 hours	Proceed with fix as medium priority work, with CLIENT informed of														

		CLIENT functions not working. Usability irritations impacting many staff at CLIENT.		identified target date for release.
	<b>Low</b>	Minor usability irritations. Work-around exists.	< 2 working days	Proceed with fix as low priority work.
C.14	<p><i>Describe your preferred approach to system customization.</i></p> <p>For configuration changes such as adding a new payment item type, G/L account, etc., the Teller Configuration web application provides the County with the ability to configure the system without requiring vendor involvement. Support staff are available to answer questions and assist County staff in making configuration changes.</p> <p>Teller is designed and implemented with the principle that we will not make core product customizations for a given product site that break compatibility with future Teller upgrades. Teller instead provides rich API and Plugin capabilities that enable Teller functionality to be <i>safely extended</i> to meet the specific needs of our clients. The core Teller product will be maintained and supported for all Teller clients.</p> <p>Teller provides the following capabilities to extend Teller functionality for client-specific needs:</p> <ul style="list-style-type: none"> <li>• <b>REST API:</b> provides an HTTPS endpoint allowing authorized external systems or scripts to open sessions, post payments, close sessions, and balance batches</li> <li>• <b>.NET Plugins:</b> Microsoft .NET plugins can be built and loaded into Teller. Plugins can implement any of a set of predefined "Plugin Interfaces" enabling different aspects of Teller to be altered or extended. Plugin interfaces include "hooks" where Teller calls the plugin upon specific events, and methods where Teller will query the plugin to provide data or configuration relevant to a specific action.</li> <li>• <b>Query API:</b> allows external systems and reporting engines to query Teller data via a set of built-in Oracle Database views</li> </ul> <p>Configuration Changes and Plugins should be loaded and tested on Test Teller Installation prior to moving to a Production environment. The Teller Configuration web application facilitates transitioning configuration and plugin changes from one environment to another.</p>			
C.15	<p><i>Describe how your system operates for the cashier. Is it a work flow process?</i></p> <p>Yes.</p> <p>Prior to entering payments, a cashier must "Cash In". The Cash In process establishes a new Teller session to which all payments are related.</p> <p>Then a cashier will enter payments throughout their cashiering period. This involves the following steps:</p> <ol style="list-style-type: none"> <li>1. Open Receive Payment window or open browser-based window from host system (if not already open)</li> </ol>			

	<ol style="list-style-type: none"> <li>2. Enter search criteria to find charges</li> <li>3. Enter payment info (tender type, amount, etc.)</li> <li>4. Complete the payment</li> <li>5. If receiving payment by check, insert the check into the scanner to endorse and scan the check into Teller</li> <li>6. If receiving payment by credit, have customer pay by credit card using credit terminal</li> </ol> <p>At this point, Teller will display the receipt number and a link to the recorded payment, clearing the Payment window for entry of the next payment. If Teller was invoked from a business application, the Payment window will close so that the user can proceed with further activities in that business application.</p> <p>At the end of their cashiering period, a cashier must "Cash Out" of their Teller session(s). The Cash Out process involves counting the contents of their drawer and balancing it to Teller, running reports and optionally preparing a deposit.</p>
C.16	<p><i>Describe the process of bank reconciliation for deposits.</i></p> <p>A Reconciliation report is run from the Balance Batch window which contains the amount of money being deposited into the bank. The total on this report must be compared to the amount deposited as reported from your bank and checked for discrepancies by County staff.</p> <p>Teller provides detailed reports and online research capabilities to aid in identifying any discrepancies between Teller and the bank deposit.</p>
C.17	<p><i>Describe how the cashier module and the host system determine they are in sync.</i></p> <p>Teller works primarily on a real-time model, where data is retrieved as needed from the host system, and transactions are pushed back to the host system as part of the commit cycle of Teller's transaction.</p> <p>While this model ensures that Teller is rarely ever out of sync with a host system, reports are typically used to total up transactions in Teller and in a given host system to give assurance that they are in balance.</p>

*(This page left intentionally blank)*

## 1.2 Attachment D – References

*Please provide a list of references that most closely matches Clark County, Washington in size, scope, and host applications. Clark County will conduct a phone interview with those references.*

**Customer: Hamilton County, Indiana (Departments using Teller: Treasurer, Health Department, Surveyor, Plan Commission, Parks & Recreation)**

City & State: Noblesville, Indiana

Contact Person: Jennifer Templeton

Title/Position: Treasurer

Phone: (317) 776-9684

E-Mail: Jennifer.templeton@hamiltoncounty.in.gov

**Customer: Douglas County, Colorado (Departments using Teller: Planning Department, Engineering Department, Building Department)**

City & State: Castle Rock, Colorado

Contact Person: Terence Quinn

Title/Position: Planning Director

Phone: (303) 660-7460

E-Mail: tquinn@douglas.co.us

**Customer: Chesterfield County, Virginia (Departments using Teller: Community Development)**

City & State: Chesterfield, Virginia

Contact Person: Becky Summers

Title/Position: Customer Operations Administrator

Phone: (804) 768-7584

E-Mail: SummersB@chesterfield.gov

*(This page left intentionally blank)*

## 1.3 Attachment E – General Product Questions

*To provide an understanding of the Vendor qualifications to successfully implement this system, the following questions must be responded to. Please provide your response in the space provided immediately following the question, reference documents or other supporting information, should be attached immediately after this section. This section has 10 points possible for inclusion in the Summary of Points.*

### GROUPS

1 OPERATOR (CASHIER) INTERFACE / PROCESS

2 TENDERING PROCESS

3 BALANCING AND CLOSING

4 CONFIGURATION AND SYSTEM SETUP

5 TRANSACTION REVIEW AND REPORTING

6 AUDITING, SECURITY AND CONTROLS

7 INTERFACING TO HOST SYSTEMS

8 HARDWARE AND DATABASE

### 1.3.1 OPERATOR (CASHIER) INTERFACE & PROCESS

*1.1 Describe the Application's process for a cashier to have a transaction reversed or voided. What security / permissions are involved?*

To void a payment transaction, a cashier will first locate the transaction to void within Teller's web-based user interface. They can locate transactions either by searching, but clicking on "recent" or "last" payment links, or by linking in from an integrated business system.

The cashier will then click the Void button to void a payment. Teller will prompt for a description of the void, an effective date, and optionally for supervisor credentials to approve the void. Upon completion of the form, Teller will post a voiding adjustment against the payment (leaving original payment financial data unchanged).

To approve a void, a user must have "Void Payment" privilege in the system that the payment was made in. A business system integration may also impose additional rules restricting which payments can be voided by what user.

A payment void triggers business system integration hooks, allowing a business system integration to respond to voids by making appropriate changes, creating follow-up workflow within the business system, or implementing custom business rules.

*1.2 Does the Application allow a cashier to accept a single or multiple-payment type transaction on one receipt.*

Yes. Teller allows any number of tender types to be specified on a given payment, and printed onto a receipt. For example, a payment may be made with a check and some cash, or two checks and a credit card.

*1.3 Describe the Application's flexibility to display to the cashier a meaningful error and/or warning messages based upon business processing rules.*

Yes. Teller displays warning or error messages to cashiers in multiple ways, including:

1. Throughout Teller's user interactions, Teller enforces various built-in and configured business rules (such as ensuring that the payment is in balance, that underlying charge balances have not changed through the course of the payment, that mandatory data is entered, etc.), and provides instructional error messages for any business rules that are violated.
2. When Teller queries a business system for charges related to a business system item (such as a Parcel or Permit), the business system can provide warning information to alert the cashier of situations that may affect the payment. It is up to the cashier's discretion to take action on these warnings.
3. When distributing a payment amount across charges from a business system, Teller will prompt the user for how to handle overpayment situations, based on the business system integration setup.
4. When completing a payment, a business system integration can specify additional blocking rules that will prevent the payment from completing if those rules are violated.

1.4 Describe the Application's capacity to provide and walk the cashier through a customized process that requires a series of steps to complete a transaction.

For example: Processing a real estate excise.

- Begin by entering a property # which retrieves information from the property tax system (PACS),
- Compute the Excise amount and assigns an excise number, saving this information,
- Then either 'check out' or continues to record the document(s) into the Recording Application, and when completed this task, finish with 'checking out'.

Yes. Teller includes several options for handling this type of customized process:

1. The inquiry stage of Teller's payment process can be extended to invoke customized processing as a result of performing an inquiry. For example, the following sequence could be supported:
  - User selects the "Real Estate Excise" search option, enters a Parcel #, and clicks Fetch
  - PACS integration assigns an Excise Number and returns it with the corresponding charge to Teller
  - PACS integration triggers Eagle integration to add the corresponding Recorder charge to the payment
  - User completes payment involving both the PACS and Eagle charges.
  - Eagle is released to print barcode labels for the scanned document.
2. If payment is one part of an extended process involving a different system, Teller provides the distinctive integration capability of being *invocable directly from the business application*. Teller is *browser based* and can be invoked from a hyperlink embedded in another application. For example, you may use the PACS system to calculate a specific charge - say for excise, or adjustment of taxes - and then invoke Teller via a hyperlink directly from the PACS system.

1.5 Describe the Application's flexibility for a Cashier to begin a transaction, "save" the incomplete transaction, then later have the flexibility to recall the specific transaction and complete it.

Teller does not allow an incomplete payment transaction to be saved. However, an in-progress payment transaction can be retained in a browser tab while other transactions are completed, allowing a user to start a payment and then complete it at a later time.

*a) Can it be retrieved by another cashier?*

No. If an incomplete transaction exists on a given cashier's workstation, another cashier cannot retrieve it.

*1.6 Describe the cash drawer starting/creation process at the start of the day.*

To open a cash drawer, a Teller user will invoke the "Cash In" feature. Cash In opens a "drawer session", allowing the user to specify the name of the session, the starting cash balance, and other notes. The session is tied directly to the user that opened it.

*1.7 Will the cash till automatically open at the appropriate time during a 'cash' tendering transaction?*

Teller interfaces with cashiering devices via the Teller Device Connector installed onto a PC connected to the devices. Full electronic integration with cash drawers is in the immediate Teller Product Plan, and we will ensure that it is implemented at no additional charge within the requested time frame if the County chooses to implement it.

*1.8 Does the Application have predefined shortcut keys to speed and facilitate the flow and operation of a receipting routine?*

Yes. The Teller payment window is optimized for keyboard entry. To allow a cashier to remain on the 10-key as much as possible, Teller employs a "smart Enter Key" design, allowing the Enter key to be used to advance to the next logical step depending on the state of the payment and the field that the user's focus is in. Specific shortcut keys are assigned to tender types, allowing rapid keyboard selection of any tender type (such as cash, check, credit, etc.) while entering payment data.

*1.9 Does the application support the physical change of locations that a cashier may do during the day? Is there any tracking within the application?*

Yes. Teller ties drawer sessions directly to users. A user can "own" a drawer by opening the session, or "participate" in a session (if assigned security to do so) by joining an existing drawer session. This allows the same user to move to a different workstation, log in using the same credentials, and utilize their open session for payment entry.

*1.10 May the Cashier be able to reprint a receipt at any time where reprinted receipts will read 'Duplicate Receipt'.*

Yes. A cashier can reprint a receipt at any time. Reprinted receipts will read "REPRINT" in bold at the top of the receipt.

### **1.3.2 TENDERING**

*2.1 Describe the Application's flexibility to limit payment types for selected transactions.*

*In other words- not all payment types are valid for all purchases.*

*For example: Marriages Licenses - Cash is the only acceptable tender.*

Yes. Teller's business system integration can limit the payment types that will be accepted for a given charge based on business rules specified in the integration.

2.2 Describe the Application's ability to endorse checks. This may include a unique endorsement from different departments.

**Note on Systems:**

A "Teller System" encompasses a set of configurations, integrations, and security applicable to a set of users. Typically each department using Teller will have a distinct Teller System. For this initial implementation, we anticipate three systems:

- Joint Lobby System
- Treasurer System
- Recorder System

**Response to 2.2**

Yes. Teller utilizes an endorsement printer to print endorsement information onto checks. The contents of the endorsement is entirely configurable and unique to each Teller System. In addition to static department-specific text, Teller's endorsement layout can also include information from the payment, such as the recorded check amount and the receipt number.

2.3 The Application shall have the flexibility to accept multiple tender types for a single transaction.

Example: for a \$125 transaction the tenders accepted are \$50 in cash and \$75 as a check.

Yes. Teller's straight-forward tender selection interface makes this easy. For example, a customer may pay using 2 checks, some cash, and the remainder on credit.

2.4 Describe how a "Correction" would be handled for each given transaction

A user with the "Adjust Payment" security privilege can adjust a payment. Teller leaves the original payment financial data intact, posting an adjusted entry against the payment.

Payment Adjustments are useful in several situations:

- to re-allocate a payment that was allocated to the wrong charges
- to correct attributive details that were entered incorrectly on a payment
- to correct financial details that were captured incorrectly on a payment

The adjustment user interface is designed to look and function similar to the process of entering a payment, making it easy and familiar for users to correct payment information. Prior to completing the adjustment, Teller displays a summary of the changes being made to the payment and requires entry of a description for audit purposes. A new receipt is optionally printed with an "ADJUSTED" heading.

Any user with permission to enter payments can click on the Void or Adjust buttons and fill out the Void or Adjust Payment form. However, only a user with the Void Payment or Adjust Payment security privilege may finish the process. This allows a cashier to prepare a Void or Adjustment and call a supervisor to review and sign off on the action.

Both Adjustments and Voids trigger business system integration hooks, allowing a business system integration to respond to voids or adjustments, making appropriate changes or creating follow-up workflow within the business system.

*1) An incorrect account charged for a miscellaneous receipt.*

An authorized user can click "Adjust Payment" on the incorrect payment and modify the amount charged.

If the customer is present and the cashier is settling up the difference with the customer, they can record the change to the tender on the adjustment. Otherwise the difference can be posted against a specific account configured for the purpose.

*2) A payment type of cash was selected, but the payment was actually a check.*

Teller's Payment Adjustment functionality allows this to be corrected. When adding the check to the adjustment, Teller will prompt to scan and endorse the check.

*3) At the time of receipting, the wrong Accounting number as entered by the cashier.*

Using Teller's Payment Adjustment functionality, a user can re-allocate a payment to a different charge or item. For example, a tax payment posted against the wrong tax parcel could be re-allocated to a different parcel.

*2.5 Describe the Application's flexibility to record or capture a check number during the tendering process.*

When entering check tender, Teller displays a check number entry field and optimizes keyboard flow for entry of the check number. Teller will prompt the user to enter the check number if it is not present when posting the payment.

*2.6 Does the Application have the flexibility to capture an image of the check.*

Yes. Teller is being enhanced with check imaging functionality as part of the Clark County Permit Tracking System project.

*A) Does it store it within the application?*

Yes. Teller will store redacted check images if desired.

*B) Can it be stored in a different imaging system or location?*

Yes. The check image implementation allows images to be stored either in Teller or in an external document system. A quote for creating an interface to a County document management system is included in our OPTIONAL PRICING.

*C) What security is designed into the application regarding these images?*

The user must have "View Check Images" permission in order to view a check image.

*D) Is Redacting or masking the micr line available on the image?*

Yes. The image that Teller stores for research and viewing through the Teller UI will have the MICR portion of the check blanked out.

*E) Is your Application PCI compliant.*

Teller utilizes PCI compliant payment processing services for processing of cardholder data, and does not directly handle any cardholder information.

*2.7 Describe the Application's flexibility to:*

*a) Support remote deposit*

Yes. Teller is being enhanced with remote deposit functionality as part of the Clark County Permit Tracking System project. The final approach is yet to be determined.

*b) Support image cash letter*

Teller does not currently include functionality to create an Image Cash Letter, but may shortly depending on the approach taken in the Clark County Permit Tracking System project. In case additional functionality is required by the Joint Lobby, we have provided a quote for full Image Cash Letter generation in our OPTIONAL PRICING.

*2.8 Describe the Applications flexibility to accept Credit Cards.*

Teller seamlessly integrates with various credit processors that offer over-the-counter payment processing, and provide the option to charge the customer a convenience fee. We have worked with Point & Pay Account Manager Mark Ruis to integrate with Point & Pay for the Clark County Permit Tracking System project, and we propose that this integration be used for the Joint Lobby implementation.

Point & Pay is being actively used as a payment processor by five different County departments. While providing a separate settlement for each department, they give the Treasurer the benefit of consolidated statements. Reconciliation with the bank is straight-forward with Point & Pay's comprehensive reporting.

When a cashier posts a payment that includes credit, Teller opens the Point & Pay credit window. The user will then process their payment using an integrated swipe device or Chip & Pin terminal. The amount of the payment (including the convenience fee) will be displayed on the terminal. Upon completion of the payment (or failure to complete it), the Point & Pay window closes and Teller processes the Payment accordingly.

*A) Can this be configured by Department?*

Yes. Each Teller System can have distinct credit processing configuration. One department may use a different credit processor from another, or could be configured with distinct parameters related to that credit processor integration.

*B) Can it be configured to add a convenience fee to the customer?*

The Point & Pay integration handles all convenience fees automatically based on the County's agreement with Point & Pay. While Teller will capture the amount of the convenience fee for the receipt, Teller does not post this convenience fee as part of the financials of the payment transaction.

*C) Can we have multiple Merchant accounts configured within the Application?*

Yes. Each Teller System can specify its own merchant account configuration.

*2.9 Describe the Application's flexibility to have an 'Internal' payment tender type where this updates the host systems to a 'paid' status.*

*This internal tender type does not go the bank as part of the deposit.*

*Example: A County department requires some documents recorded, instead of taking a normal tender, we do a (fund transfer journal entry) for these charges. We would like a tender that would enable this functionality.*

Yes. Teller allows configuration of Tender Types that are not included in cash out balancing or deposits. When these tenders are used on a payment, the business system integration is still executed normally, enabling the business system to be updated based on the paid status of these payments.

*2.10 Describe the flexibility to utilize check verification services*

Teller will be enhanced to enable check verification integration in the immediate Teller product path. Teller will be able to integrate with a third-party check verification service to determine whether a check is likely to clear. Teller requires use of either a check endorsing printer that scans the MICR line of a check, or a check imager that scans the MICR. Teller will send this account data to the third-party service and inform the user of the pass/fail status of the inquiry.

Licensing for this interface is included in our OPTIONAL PRICING.

*2.11 Describe if there is the flexibility to have a bad check indicator that warns/prevents the Cashier to this condition and doesn't allow the acceptance of this check without an authorized manager override.*

The Check Verification interface mentioned in 2.10 will include a warning for the cashier of the pass/fail status of the inquiry. If the Cashier does not have security to override check verification warnings, Teller will prompt for manager credentials in order to proceed with the payment.

*a) How is this bad check data entered (captured)?*

We will capture the MICR account information using the check scanner, and send it to the Check Verification processor.

*b) Where does it come from?*

See answer to 2.11 a) above. Note that the Check Verification service can query either a national database of bad check accounts, or a national database of most recently known account balances.

*c) Can we import an internal list of 'bad' checks?*

The Check Verification interface can include capability of looking up account numbers of known bad checking accounts in a County database or in a text file on the County network.

*2.12 Does the Application have the flexibility to import an Exception in Processing (EIP) file. This EIP file then is utilized in order to prevent duplicate payments.*

Per answers to questions, this requirement has been removed.

*2.13 Does the receipt display the TOTAL amount tendered + any change returned to the customer?*

Yes. Teller's default receipt layout totals the amount tendered and shows the change returned to the customer.

### 1.3.3 BALANCING AND CLOSING

*3.1 Does the Application support a cashier to open a second batch of work?*

*Reason: When the Treasurer's Office receives contaminated monies, it's our desire to NOT include this in the cashier's daily deposit, but handled separately and sent to the bank separate of the 'normal' deposit.*

Yes. A cashier can open a second named session in which to process specific payments. This session can be deposited separately.

*3.2 Please describe the recommended process of handling excessive cash within a cashiers drawer.*

When a drawer session has excessive cash, the cashier can close out and balance their drawer session, place cash and checks into a deposit bag in the vault, and open a new session.

A supervisor's home page shows all open sessions within a Teller System along with their balances. This provides visibility of the balance of each drawer, allowing a supervisor to spot-check specific cashiers if needed.

*a) Does the Application support cash drops to a "vault or safe" in order to prevent excessive cash from accumulating in the cashiers drawer?*

Yes. The application allows a cashier to manually cash out a session and open another session during the same day. However, there is no functionality specific to cash drops.

*b) Does the Application have a set-up for setting an excessive cash threshold*

Teller does not include an excessive cash threshold configuration or warning out of the box, though this is a feature that we would be happy to build and support in the Teller product path. A quote to build this is included in our OPTIONAL PRICING.

*c) Does the Application provide a warning message to the cashier when the excessive cash threshold is reached?*

Teller does not include an excessive cash threshold configuration or warning out of the box, though this is a feature that we would be happy to build and support in the Teller product path. A quote to build this is included in our OPTIONAL PRICING.

*3.3 Describe the daily balancing and closing procedures the cashiers are to perform.*

Teller requires each cashier to Cash Out each of their Drawer Sessions. This Cash Out process requires:

- Cashier entry of the cash in the till, by denomination
- Cashier entry of the total dollar amount of checks received into the till
- Optionally (based on configuration) cashier entry of the total dollar amount of credit card transactions received at the till
- Total dollar amount of any user-defined Tender Types configured for Cash Out reconciliation

Teller provides the option for the cashier to run and/or print a number of reports to aid in identifying issues and to provide necessary proof to managers of their successful reconciliation.

Teller validates that the amounts entered by the cashier match what was recorded in Teller, and requires that the cashier correct any discrepancies.

*3.4 Does the cashier have an option to count the contents or the value of contents? For example, 12 quarters in the till - 12 quarters and the application computes the value or the cashier enters the value of \$3.00.*

Yes. During session cash out or daily balancing, cash can be entered either as a count or as an amount. If the count is entered, the application shows the value in real time. If the value is entered, the application computes the count in real time.

*3.5 Describe how and in what ways the Application will aid the cashier in finding 'problems' when balancing?*

Cash Out:

- Teller displays the total recorded number and amounts of non-cash tender such as checks.
- The Tender Detail report details the transactions by tender type. A cashier can use this to find specific payments and amounts if they are out of balance on a given tender type, such as check.
- Teller's web-based user interface supports drilling into sessions and the transactions within those sessions, right down to the detailed documents produced by every payment.
- Teller also enables searching for payments using various aspects of the payment. For example, if the cashier has identified that a problem is with a given check, they can search by Check Number or do a keyword search on Payment Made By to find the payment with that check and research it further.

Balancing:

- Teller's Balancing process takes the results of a set of cashed-out sessions, providing a secondary batching and reconciliation phase. During Balancing, Teller identifies any sessions with cash out notes and allows the user to drill down into the details of any cashed out session. The Balancing window also lists payment adjustments made to previously cashed out payments, enabling drill-down research and allowing you to incorporate them into the batch or exclude them. Various reports can be used to further research balancing issues.

*3.6 Will there be a cashier transaction journal - where the transaction details are listed in date/time order?*

Yes. The Payments page allows you to view all payments for a session, in date/time order. The details of each payment are listed, as well as all printed receipts and other documents.

*A) When cash is the tender, will both the original amount received and the change returned be included on the report?*

Yes. Both the Payments page and the Session Close Out Report show both the original amount received and the change returned.

*B) Does the Application have an Audit Trail tape or listing available for the cashier to review?*

Yes. The Payments page shows all printed endorsements, receipts and other documents related to each payment. The Session Close Out report also provides such a listing.

*3.7 Will the Application allow reprinting of any balancing reports to be run at any time?*

Yes.

*3.8 Describe the method(s) that are utilized to balance Application-wide activity for a given day verses a cashier-by-cashier balancing process.*

Typically on a daily basis, the results of all cashed-out sessions within a given Teller System are pulled together into a "Balancing Batch". Payment adjustments outside of open sessions are also pulled into the same batch. This batch can be balanced using the same tools as are used on a session-by-session basis, if the County desires to re-count and balance the monies received from each session.

Various reports and/or a deposit slip can be created from the Balance Batch window. Typically the G/L Interface will run based on the completion of the Balance Batch process.

*3.9 Describe recommended credit card and other electronic payment settlement capabilities and procedures.*

Teller's Credit Transactions Report provides a list with a total of credit transactions processed for a given day. The balancing clerk should run this report and compare it with the Payment Processor's report to ensure that the total amount processed is in sync. If there are discrepancies, Teller provides a detailed listing of transactions to review.

Other electronic payment settlement, such as electronic check deposits, can be handled using a similar process.

*3.10 After the cashier is closed and balanced for the day, can any new transactions or changes to existing activity be made?*

Any changes to entered payments must be made via Payment Adjustments. A Payment Adjustment posts an adjusting entry to a payment, leaving the payment intact. Adjustments can only be made by users with appropriate security, and are fully audited. Session attributes of closed sessions are locked down and cannot be edited.

*3.11 How many date fields are supported within the Application? Examples: Receipt Date, Deposit Date, Posting Date, GL Date*

Teller tracks the date and user of every data change in the application, tying these changes back to specific point-in-time activities. These dates are tracked automatically as part of the audit trail of user activities. Examples of dates used for this purpose are:

- Payment Entered Date
- Void Date
- Adjustment Date
- Cash In Date
- Cash Out Date
- Balance Batch Date
- Login Date
- G/L Export Completion Date

In addition, Teller employs the concept of "Effective Dates". While intelligent defaults are provided, effective dates can be modified and indicate when the change in question should be deemed effective on a different date from when it was entered into the system. For example, Payment Effective Date is used for items with due dates such as property tax charges, to indicate when the payment was deemed received as compared with when the item was due.

- Session Default Effective Date
- Payment Effective Date
- Adjustment Effective Date
- Void Effective Date
- Balance Batch Effective Date

*3.12 Does the Application create a check register (report) that includes: Check Number, Receipt Number, Receipt Date, and dollar amount?*

Yes. Teller's Tender Summary (which includes drill-down) and Tender Detail Reports provide this information. They can be run for a specific session, for a batch, or as a management report for a user-entered date range. These reports group by the tender type (cash, check, credit, etc.). If the County desires a report with only check transactions, the Tender reports can easily be cloned and modified to display checks only.

*3.13 Does the Application have a cash only register (report) that includes: Cash received FROM the customer and the changed returned TO the customer by the cashier.*

Yes. Teller's Tender Summary (which includes drill-down) and Tender Detail Reports provide this information. They can be run for a specific session, for a batch, or as a management report for a user-entered date range. These reports group by the tender type (cash, check, credit, etc.). If the County desires a report with only cash transactions, the Tender reports can easily be cloned and modified to display cash only.

*3.14 How does the application handle the situation where a cashier ends up with a balancing over or short?*

A cashier must deal with any over or short situation prior to completing the Cash Out process in Teller. Cash Out will not complete unless the cashier properly accounts for the monies logged against the drawer. Normally this is resolved by identifying an incorrect payment transaction and making a payment adjustment to correct it.

If an over/short situation cannot be resolved by fixing incorrect payments, a cashier can enter a transaction in their session to post the over or short tender to an Over/Short account.

#### **1.3.4 CONFIGURATION AND SYSTEM SETUP**

*4.1 Please describe how the Application will accommodate a business rule such as:*

*A) That the deposit date is for the same business day.*

Teller's Balance Batch process defaults its Effective Date to the current date when balancing a batch, corresponding to when the batch will be deposited. Teller's plugin infrastructure allows a business rule to be added that will raise an error if this date is not the current day.

*B) That the deposit date is for the next business day.*

Teller's Balance Batch process allows entry of an Effective Date when balancing a batch, corresponding to when the batch will be deposited. Teller's plugin infrastructure allows a business rule to be added that will raise an error if this date is not the following business day.

*4.2 Will the application be able to exclude deposit dates that are holidays, weekends, and County defined holidays?*

Yes. The business rule referenced in 4.1 can limit the allowable dates based on holidays, weekends, and County defined holidays.

*4.3 Describe the flexibility of the Application to allow appropriate authorized Clark County personnel to update receipts (logo and department information) suited for each department.*

Yes. The Teller Configuration web application allows an authorized Administrator to configure various aspects of the Teller experience, including the layout of receipts and endorsements. Teller provides an

XML-based receipt layout format allowing a high level of flexibility in how receipts are laid out, allowing business data to be pulled into the receipt and formatted. Teller receipt layout is specific to each Teller System, allowing each department to have a unique receipt.

*4.4 Describe how the appropriate county personnel, based upon application security, would build a new menu, buttons and related features for a new department or group of activity.*

*A) When will this new menu be available in the production environment?*

The Teller Configuration web application allows authorized County users to configure or modify miscellaneous items for payment - such as a Parking Pass or Bus Pass. The specific account mapping, default amounts, and integration options can be configured using our intuitive point-and-click configuration UI. All item configuration is applicable to the Teller System(s) that it is configured for.

We encourage configuration changes such as these to be made in the County's Test Teller environment. The Teller Configuration web application provides simple export/import tools to facilitate moving changes from a Test environment to Production. While Teller support staff are available to support the County in activities such as this, there would normally be no need for non-County involvement in such a deployment.

*4.5 Describe how the appropriate county personnel, based upon application security, would modify an existing menu, buttons, configurations and related features.*

*A) When will these changes be available in the production environment?*

See response to 4.4.

*4.6 Describe the Application's capacity to have lists of products/services for sale that are now directly pulled from a host system.*

*A few examples: a department has a few misc. items such as: a parking pass, copies, fines or fees, maps, Etc.*

Teller allows any number of Teller-managed items to be set up using the Teller Configuration web application. Each item is associated with a G/L Account for proper accounting of the payments received against these items. Teller items can:

- Provide a default amount
- Require entry of a description of the item
- Include an item "code", allowing quick-entry of the item either by code or description
- Designate which items to charge sales tax on
- Include a code appropriate for barcode scanning
- Track quantities of items on payment

*A) What are the TYPICAL set-up items for these misc. products/services?*

Item setup in Teller varies widely depending on what kind of department Teller is deployed in. Here are some examples of partial item lists:

**Health Department:**

- Birth Certificate
- Death Certificate

- Flu Vaccine
- Home Birth
- Medicaid - Filing Insurance
- Paternity Affidavit

**Property Tax Department:**

- Aircraft License Excise Tax
- Excess Tax Collections
- Inheritance
- Replacement Credit
- Tax Bill Reprint Fee
- Unable to Post
- Vehicle License Excise Tax

**Parks and Recreation Department:**

- Communication Initiative
- Art Show - Sale
- Art Show - Sponsor
- Art Show - Registration
- Cool Creek Summer Camps - Registration
- Hot Air Balloon Permit
- Park - Donation
- Park - Rental
- Park - Shelter Rental

*4.7 Does the Application have flexibility to set-up and maintain unlimited payment types?*

*This may include items such as Cash, Check, Warrant, Money Order, Credit/Debit Card, e-Check, Internal, Import, etc.*

Yes. The Teller Configuration web application allows any number of "Tender Types" to be configured for a given Teller System. In addition, commonly used Tender Types can be designated such to aid in rapid entry of payments, while less commonly used Tender Types are available on the Payment window from a drop-down button.

Tender Types have various configuration options, including whether to require a reference number, whether to auto-populate based on payment balance, whether to print an endorsement, etc.

*4.8 The Application shall be configurable which will allow the appropriate Clark County personnel to add, maintain, and control the upkeep (maintenance) of the set-up data and not require the vendor to perform these updates.*

*A few set-up examples may include: Tenders, Departments, Users, Accounting, Menu items, Products & Services, Etc.*

Yes. The Teller Configuration web application is available to County personnel that are granted permission to use it. This Administrator permission can be granted for all Teller configuration, or granted

on a specific Teller System. This allows a given administrator to have control over the configuration of their department, without having access to modify other department's Teller configuration.

*4.9 Does the Application have the flexibility to receive a unique number FROM the host system during or at the completion of a transaction?*

*Example 1 Recording system: to retrieve the recording number that was assigned for this transaction.*

*Example 2 PACS: Retrieve an excise number the system applied to this transaction*

Yes. Teller tracks external link numbers captured from integrated business systems when completing a payment transaction. "ExternalLinkId" columns are available both on the payment and on the transaction detail specific to the charge, payment or item identification number. In addition, a business system integration can store any number of named data elements on a payment which are available in the query API to reports and interfaces.

For a unique number during the transaction, Teller tracks an "External File Number" text/numeric column that is displayed to the user. This may, for example, be the Parcel Number or Permit Number that the charge is for.

*4.10 Describe the Application's flexibility to accommodate our accounting structure to the General Ledger (currently Oracle R12), which consists of 6 segments or a total of 25 characters (xxxx.xxx.xxx.xxxxxx.xxx.xxxxx).*

Teller's G/L Account mapping table supports G/L Account Numbers of this size.

*A) Have you interfaced with Oracle R12?*

While Teller hasn't interfaced with Oracle R12 in the past, an interface to Oracle R12 is being built as part of the Clark County Permit Tracking System project.

*4.11 Describe the Sales Tax configuration within the application.*

Teller allows configuration of sales tax rates in the Teller Configuration web application. Teller will automatically calculate and charge these taxes against items configured as taxable, when those items are selected on a payment. In addition, a business system can provide charge amounts as separate base and tax amounts. Thus Teller will incorporate taxes calculated by a business system into the payment, seamlessly totaling them with the Teller-calculated tax. When a transaction involving sales tax is posted (whether the sales tax is calculated by Teller or the business system), that transaction can post the tax payment amounts to separate G/L Accounts from the items being paid for.

*4.12 Describe the flexibility for Clark County to have specific additional data elements on the receipt.*

*a) How many customizable data elements are available?*

In Teller's receipt configuration, an administrator can specify SQL queries that pull data elements from a business system. Thus the number of data elements available to the receipt is limited only by what is available through SQL queries on the target business system. In addition, the receipt can reference any data available to the TellerQuery SQL API, including:

- Receipt #
- External File Number
- External Link Ids
- Captured Payment Data Elements (defined per business system integration)

*b) This may be different data elements based upon transaction activity. Examples of some (but not all) unique data elements:*

*For Property tax: -Property #, Receipt #, Tax Year, Statement ID, Overpayment Credit (OPC), Escrow*

*For Recording activity: -Receipt #, Transaction #, Document Type, Document #, # of pages.*

*For Oracle activity: -Receipt #, Document #, Activity Code, Invoice #*

Yes. The receipt queries are flexible and allow conditional processing to retrieve data elements based on the charges and other data captured in the payment. The layout of the receipt can also be conditionally configured based on payment data elements.

*4.13 Describe the Application's flexibility for departments to have a unique restrictive endorsements for their checks.*

Each Teller System includes unique endorsement layout configuration. Thus each department may specify a different account number, or perhaps include the department name on the check endorsement.

### 1.3.5 TRANSACTION REVIEW AND REPORTING

*5.1 Describe the Application's range of comprehensive management reports. This should include reports providing daily, weekly, monthly, and/or yearly reporting of various business activities based upon a period selection by the user of the report. The Application should also include detailed and summarized transaction reports by revenue codes, departments, menu categories, etc.*

Report Name	Description
<b>Period Summary Report</b>	Report summarizing the account, tender, user, and item data from the entire Teller system by week, month, or year. Each type of data is shown on a page with a chart and a summary comparing the prior period with the current period of time. Counts and Amounts are separately listed, enabling a management view of all transactional activity within Teller.
<b>Account Totals by Sub-Group</b>	Table of money collected by account grouping for a given day.
<b>Credit/Debit Transactions</b>	List of all transactions on credit/debit tender types, for reconciling against payment processor.
<b>Export Batch List</b>	List of G/L system exports
<b>G/L Account Detail</b>	Parameters: Date range, Date type, Account Group, System(s) Lists and summarizes all transactions that match the criteria, grouped by G/L Account.
<b>G/L Account Summary</b>	Provides totals by G/L Account for all transactions matching the criteria.
<b>Payment Listing</b>	Lists all payments within date range, showing the paid item, the description, receipt number, and amount.
<b>Tender Detail</b>	Detailed transaction listing of all transactions matching the criteria, grouped by user and tender type.

<b>Tender Summary</b>	Transaction totals by tender type, grouped by user.
<b>Voids and Adjustments</b>	For a date range, lists all of the Payment Void or Payment Adjustment transactions, showing the details of each, who entered the Payment, and who voided or adjusted it.
<b>Item Summary Report</b>	For a given system and date period, lists all item types with count and amount collected, allowing user drill-down into the detailed transactions.

*5.2 Are there reports for the following grouping/sorting?*

*a) To summarize transaction detail at the close of business by Host system.*

As part of implementing the business system interfaces, reporting will be provided in Teller that summarizes transactions by each of the implemented systems.

*b) To summarize transaction detail at the close of business by Cashier.*

Yes. Teller provides various reports to be run from a Teller Session summarizing the transaction detail by type or account.

*c) To summarize transaction detail at the close of business by Cashier and Payment type.*

Yes. The Session Tender Summary report summarizes transaction details for a session by the Payment Type (called "Tender Type" in Teller).

*5.3 Describe the flexibility to provide reporting outputs in various formats: paper, on-screen, exported (txt or csv), or electronic (pdf).*

Yes. Reports can be printed directly from the integrated report viewer, or exported in a variety of formats, including PDF, Excel, Word, CSV, and XML.

*5.4 The Cashiers should be able to view reports on-screen as well as print the reports.*

Yes. The integrated report viewer includes standard report printing, pagination, navigation, search and zoom capabilities. In addition, many reports allow drill-down into details directly in the report viewer and provide a "Document Outline" providing an easy way for a user to jump to the desired section of the report.

*5.5 Describe the flexibility to access data based upon any transaction detail attribute (operator, menu, date/time ranges, payment type, receipt #, etc.). Is there the BUILT-IN functionality to drill down to the source transaction/documents?*

Yes. The Teller Manager windows provide a variety of search options. For example, using the Payment Manager, a user can search for payment transactions by Date, External File #, Payment Made By, Receipt #, Check #, User, etc. Users can refine searches using a date range and specify what kind of date to search on.

Each transaction shown as a result of the search displays the full history of the transaction and enables drill-down into the documents associated with it and related information such as the session in which the transaction was entered. Likewise, when viewing a session, the user can drill down directly to the list of payment transactions associated with the session.

*5.6 Describe the flexibility to allow access to the data from query tools not included in the application software. Please give a few examples of such query tools.*

Teller's SQL Query API allows SQL-based query tools to access Teller for reporting or integration purposes. This means that any reporting or research tool with the ability to connect to Oracle can be used to query Teller data. Examples of such tools include:

- SQL Server Reporting Services
- Microsoft Excel Data Query
- AllRound Automations Query Reporter
- Izenda

*5.7 Describe the flexibility to export data on a scheduled basis to external databases for historical analysis (data warehouse).*

Teller's SQL Query API enables data warehouse tools to pull data on a scheduled basis from Teller. A script can be provided to schedule exports of data from Teller to external databases.

*5.8 Describe the Applications report writer that is available so Clark County may create our own reports?*

Teller integrates Crystal Reports for the viewing and execution of reports. Clark County can modify provided Teller reports or create your own reports, registering them in Teller using the Teller Configuration web application. The report source is stored in the Teller database.

*a) May these reports be saved and added to the report menu?*

Yes. Reports registered with Teller can be designated to show in specific places in the Teller application (Cash Out window, Session window, Balance Batch window, or Reports menu). Management reports are typically registered in the Reports menu.

*b) Can we create and run ad-hoc reports.*

Yes.

*c) Is the report writer included or is it added-on separately?*

Added-on separately. The County must purchase a license to Crystal Reports in order to author or modify Teller reports.

*5.9 Describe the flexibility to have reports run automatically per a defined schedule.*

*a) Can these scheduled reports be automatically be emailed?*

Yes. A scheduled script can be provided to automatically run reports and print or e-mail them on a schedule.

*5.10 Describe if the Application can generate a report of a customer's activities over a period of time selected by the operator to reflect a historical presentation. How about a payment history where the customer is not an A/R account?*

Teller's Payment Manager allows the user to search by "Payment Made By", providing a history of payments made by the same person, regardless of whether they are set up as an account in a business system.

### 1.3.6 AUDITING, SECURITY AND CONTROLS

#### *6.1 Describe the application's auditing features built into the program.*

All business activity related to a payment, session, or batch is recorded and displayed in the timeline of the window showing that item. For example, the timeline of a payment indicates the user and date/time that the payment was created, any adjustments that were made (summarizing the changes), when the related session was cashed out, and when the payment was balanced.

Internally, Teller has several levels of data auditing. Every time any data changes in Teller or a user logs in, an audit record is created. Any error raised by the Teller application (whether due to user error, business rule violation, or system error) is recorded in the Teller database. Key business activities, such as initiating or completing a credit card transaction, are specifically logged.

#### *6.2 Describe how your Application tracks all activities or auditing purposes?*

See response to 6.1.

#### *6.3 Describe the auditing process to review a cashier's work for a given period of time.*

The Session Manager window provides searching by user for all sessions that the user participated in. A cashier audit would include reviewing the sessions and payment activity within those sessions through the Session Manager.

The Voids and Adjustments reports show who created transactions and who subsequently adjusted or voided them. An audit against a cashier with permission to void or adjust should include a review of these reports.

If desired, specifics about when the user logged in to Teller and triggered events of note (such as credit interface usage) could be reviewed from the database logs to ensure that activity was appropriate.

#### *6.4 Are transactions ever deleted from the system?*

No.

#### *If so, what kind of an audit trail is created for historical and management records?*

As Teller does not delete historical transactions, payment data is permanently available for historical queries and management reports.

#### *6.5 Describe the Application's flexibility to track credit card activity attributed to activity to any given bank, by any given cashier, on any given day.*

Teller records tracking numbers provided by the integrated payment processor handling credit cards. This information is associated with the user who entered the payment on which that credit card was used, and is reportable based on any of the dates tracked on the Payment.

For the Clark County Permit Tracking System project, Teller is integrated with Point & Pay. Point & Pay provides a web-based transaction research tool as well as a daily report showing the amount of deposit and anticipated date of deposit for reconciliation purposes.

#### *6.6 Describe the Application's flexibility to limit transactions based upon department and user security rights?*

*Example: Joint Lobby cashier can receipt only Joint lobby defined activities.*

Yes. Each Teller System enables security and integration parameters to be configured specifically for that system. Thus the Joint Lobby system should only allow activities in Teller that the Joint Lobby cashiers are permitted to perform.

In addition, the business system integration can employ custom rules controlling which charges from the business system are permitted to be included on a transaction.

*6.7 Describe the Application's flexibility to limit transactions based upon individual cashier and business unit (department)?*

*Example: Treasurer cashier can receipt only Treasurer define items.*

See answer to 6.6.

*6.8 The Application shall have consecutive receipt numbers.*

Yes. Teller generates consecutive receipt numbers.

*6.9 Describe the security controls regarding voiding/reversing a transaction.*

Teller requires that a user be granted the "Void Payment" security within their Teller System to void a payment. A business system integration can also instruct Teller not to allow particular transactions to be voided.

Teller requires that a user be granted the "Adjust Payment" security within their Teller System to adjust an existing payment.

Both for Void and Adjust, a user with permission to enter payments can *initiate* the process of voiding or adjusting. The Void and Adjust windows prompt for the credentials of a supervisory user with permission prior to completing such a void. This allows a cashier to do the work of researching and preparing a fix to a problem without requiring that they have the security to complete the process.

*6.10 The Application shall also provide an inquiry mode for looking up prior receipts for a specific customer or property.*

Yes. The Teller Payment Manager includes a search by "External File Number", the business-unique identifier of a property or other integrated business system data. Using this or any of the other payment search options available, a Teller user can research previous payments received from the same person or for a given property/item.

*6.11 Describe the Application's flexibility to inquire on a name or account # (or some other field such as address, etc.), and bring on-screen any balances or activity from the appropriate host systems.*

Teller's Payment window includes a search feature that pulls charges and balances from connected business systems. Multiple searches (such as name, account #, or address) can be configured based on the capabilities of the integrated business system. If the business system tracks a customer with either an overpayment balance or a credit limit, Teller will display the customer and allow the balance to be applied to charges as part of the payment.

*6.12 Does the Application support a receipt number that may contain both alpha and numeric characters?*

Yes.

### 1.3.7 INTERFACING TO HOST SYSTEMS

*7.1 Describe Application's flexibility/method to interface with external 'Host' systems and return:*

*a) Inquire to a host system for transactions/balances that are due.*

Yes. Teller's host system ("business system") integration model allows payment window searches to be defined that pull charges from the business system based on user search input. Alternatively, if Teller is invoked from a URL in the business system, charges can be automatically supplied to the Payment window, enabling a user to make a payment directly without having to re-enter search inputs. Teller can pull many different data elements from the business system which influence how the payment process works and what level of information is displayed to the user. The primary elements are:

- Charge Description
- Charge Amount
- Related Item (Parcel #, Excise #; this is used for searching later on and is often the search argument)
- Balance

*b) Pull the outstanding balance from a host system.*

Yes.

*1) Can the outstanding balances due be included on the receipt when the transaction is completed.*

Yes.

*c) Push the data back into the Host System for updating after the transaction is completed.*

Yes. Data is pushed back to the business system in real time.

*7.2 Based upon the Host Systems requirements, can the transfer be in summarized form or in detail?*

*Example: The GL revenue for some products may be in summary to the GL whereas as in detail to another host system. This would be as determined by the business rules for that Department, activity or function.*

Yes. The data posted back to the business system can be in whatever form is required by the specific integrated system. Data can also be posted back to the business system when the payment is balanced, if a summary of transactions for the period is desired in the business system.

*7.3 Based upon the different Host Systems requirements, how is the accounting configured?*

Teller works best when all G/L Accounts are mapped into Teller. This enables Teller to provide reports by G/L, control the interface back to the G/L system, etc.

However, Teller can track a summary account placeholder that it posts transactions to, while more detailed transactional posting is tracked in a business system. This is useful in scenarios where there are a large number of accounts, or accounts that change frequently in a business system. So long as the business system is able to post the results to the G/L based on its detailed tracking, Teller does not require the same level of detail.

*a) May one system keep the all accounting set-up?*

Teller could keep all of the accounting setup, or could map generalized "accounts" to sets of specific accounts in business systems.

*b) May this Application host all the accounting set-up?*

Yes.

*Example A: The property tax system will continue to hold the accounting and the transfer to the General Ledger.*

In this scenario Teller may hold a set of summarized accounts that map to the more specific accounts managed by the property tax system. This is how Teller is configured at one site where we integrate property tax billing.

*Example B: The Recording system will continue to hold the accounting, but would like this Application process and transfer to the General Ledger.*

In this scenario Teller must individually map to each of the Recording system's accounts.

*Example C: For all other transactions, this Application will hold all the accounting and process and transfer to the General Ledger.*

Yes.

*7.4 Based upon the different Host Systems requirements, how and when will the accounting be transferred to the General Ledger?*

*a) May one system complete the processing and transfer to the GL?*

Yes. An individual business system can process transfers to the General Ledger. Teller can exclude transactions from specific systems when running its interface to the GL.

*b) May this Application complete the processing and transfer to the GL?*

Yes. Teller is capable of processing all transfers to the General Ledger, so long as the appropriate accounts are mapped into Teller's account model.

*Example A: For the Property Tax System, it will continue to complete the transfer to the General Ledger.*

Yes. If the Property Tax System transfers transactions to the G/L, Teller will exclude these transactions in its interface with the G/L.

*Example B: For the Recording System, this Application will process and transfer to the General Ledger.*

Yes. Teller can include Recording System transactions in its interface with the G/L.

*Example C: For all other transactions, this Application process and transfer to the General Ledger.*

Yes. This requirement is included in our solution and would be supported.

*7.5 Interface To/From Oracle R12 for the following (the preferred method to be determined):*

General Ledger

*a) Post summarized activity to the GL*

Yes. This requirement is included in our solution and would be supported.

*b) Post Detail activity to the GL*

Yes. This requirement is included in our solution and would be supported.

*c) Chart of Accounts (link, import, validation, Etc.)*

Yes. The Teller Configuration web application can compare and import accounts from a business system.

*Accounts Receivable*

*a) Look up Invoices / customers (Search by: Customer #, or invoice #)*

Yes. Teller will query Oracle R12 by Customer # or Invoice #, bring back charges or invoice line items from Oracle and display them on the Payment window for payment.

*b) Take and post payments to invoices*

Yes. Teller will post payments back to Oracle R12, either in real time, upon completion of balancing, or on a scheduled basis.

*7.6 Interface To/From PACS (Property Assessment Collection System) for the following (the preferred method to be determined):*

*\* Inquiry (search by any one or combination of: Property Account Number, customer name, physical address of property, mailing address of customer)*

Yes. Each of the listed search types can be included as a search option in the integration for PACS.

*\* Update the property account after a Payment is completed*

Yes. Teller will post the desired information back to the Property Account in real-time upon completion of a Payment.

*7.7 Interface To/From Eagle (Recording) for the following (the preferred method to be determined):*

*\* Inquiry to the host system for the next available recording number*

Yes. Teller's integration with Eagle Recorder will acquire the next available recording number. The number can be acquired either when the payment is initiated or when the payment is completed, depending on the County's requirements.

*\* Update the host system for completed payment of recording documents*

Yes. Teller will post back to Eagle Recorder with any necessary payment information, enabling Eagle to proceed with generating the stamp for the document.

*7.8 Describe the Application's flexibility to link to an imaging system - to capture and store the check image.*

Yes. The check image implementation allows images to be stored either in Teller or in an external document system. A quote for creating an interface to a County document management system is included in our OPTIONAL PRICING.

### **1.3.8 HARDWARE, SOFTWARE, SYSTEM REQUIREMENTS, AND DATABASE**

*8.1 What is the PREFERRED database for your Application?*

Teller runs on Oracle 11g (Standard Edition One, Standard Edition, or Enterprise).

*8.2 What is the PREFERRED Server hardware?*

Microsoft Windows Server 2012 R2.

**8.3 What are the Desktop requirements or prerequisites?**

For cashiering hardware integration, the Desktop must be running Microsoft Windows 7 or later with .Net 4 Framework. As the Teller user interface is entirely web-based, all activity not requiring integration cashiering hardware can be performed from a web browser-capable device. This includes payment entry.

**8.4 Is there any specialized or dedicated hardware required?**

Teller integrates with industry-standard cashiering hardware. Details are listed in the response to 8.8

**a) Is there any optional hardware would you suggest?**

See response to 8.8.

**8.5 Is there a cloud (hosted) version of your Application available?**

Yes. As part of the Clark County Permit Tracking System project ("Pony Express"), Teller will be installed in the Clark County private cloud located in Denver, CO and managed by Computronix. We recommend that the same hosting environment be used for the Joint Lobby Teller implementation.

**8.6 Are there any specific IT requirements to support your Application?**

For cashiering workstations with peripheral devices, the County's IT Support will need to install the Teller Device Connector and all drivers associated with the peripheral devices. When users report problems related to the devices, County IT Support should be familiar with and guide the user through typical troubleshooting steps, such as ensuring that the devices are physically connected.

If Teller is installed into the hosted Clark County Private Cloud, County IT will need to ensure that the Site-to-Site VPN connecting the County network with the hosted network is functioning consistently. If Teller is installed locally, County IT must manage the database and web server environments, ensuring that the database server has adequate space and that standard backup procedures are followed.

**8.7 Is there a browser based version of the user interface?**

Yes. The Teller user interface is fully browser-based.

**8.8 What are any other hardware requirements / options?**

**a) Barcode scanners**

Any keyboard wedge barcode scanner will function with Teller. We recommend the WASP CCD barcode scanner (for light usage), or the WASP Laser barcode scanner. These scanners include configuration options that give Teller more control over the scanning input than a simple keyboard wedge.

**b) Receipt Printers**

- Epson POS Printer from the TM line
- If printing endorsements on checks for manual deposit, we recommend the Epson TM-H6000IV Multifunction POS Printer.

**c) Cash Drawers**

Many Teller customers request that they manually control cash drawers rather than having Teller trigger the cash drawer to open during a transaction. Teller can integrate with any cash drawer that supports the OPOS point of sale interface.

*d) Card Swipes*

Swipe devices as required by the integrated credit integration processor. Note that Point & Pay and our other credit integration partners currently integrate with the MagTek Mini USB Swipe device. However, all US credit processors are in the process of migrating to Chip & Pin devices such as the MagTek DynaPro. Given the 2016 target implementation date requested in the RFP, we would recommend the Chip & Pin device recommended by your chosen credit integration processor.

*e) Mobile Devices*

Teller does not currently integrate with mobile devices.

*f) Other devices*

Check Scanner: Digital Check CX30

*8.9 Please describe your the licensing models?*

Teller is licensed using a one-time perpetual license per Production Server and number of Cashiering Workstations. Many interfaces are provided as additional licensed modules. Annual support is 20% of the cumulative license amount due annually. First year annual support is billed upon production Go-Live.

A Teller Server License allows one Production Instance and any number of non-Production instances of Teller to be installed and used by the County. Any authorized County staff can access the Teller user interface to view data at no additional charge.

A Teller Workstation License allows one cashiering workstation to access and write data to a Production Teller Server.

*8.10 Explain how the application handles user id's and security, and how it may integrate with Activity Directory*

The user management module is used to set up Teller users and their Access Group membership. Authentication can either be managed by the user management module or delegated to an Active Directory.

When the user logs in to Teller, they must enter their Active Directory password, which will be authenticated against the County's Active Directory server. The interface with Clark County's Active Directory environment is being provided as part of the Clark County Permit Tracking System project.

*8.11 Please describe your security model.*

Teller includes a set of predefined Security Privileges. These privileges are assigned to "Access Groups" using the Teller Configuration web application. These Access Groups are assigned to users, thus granting the users security.

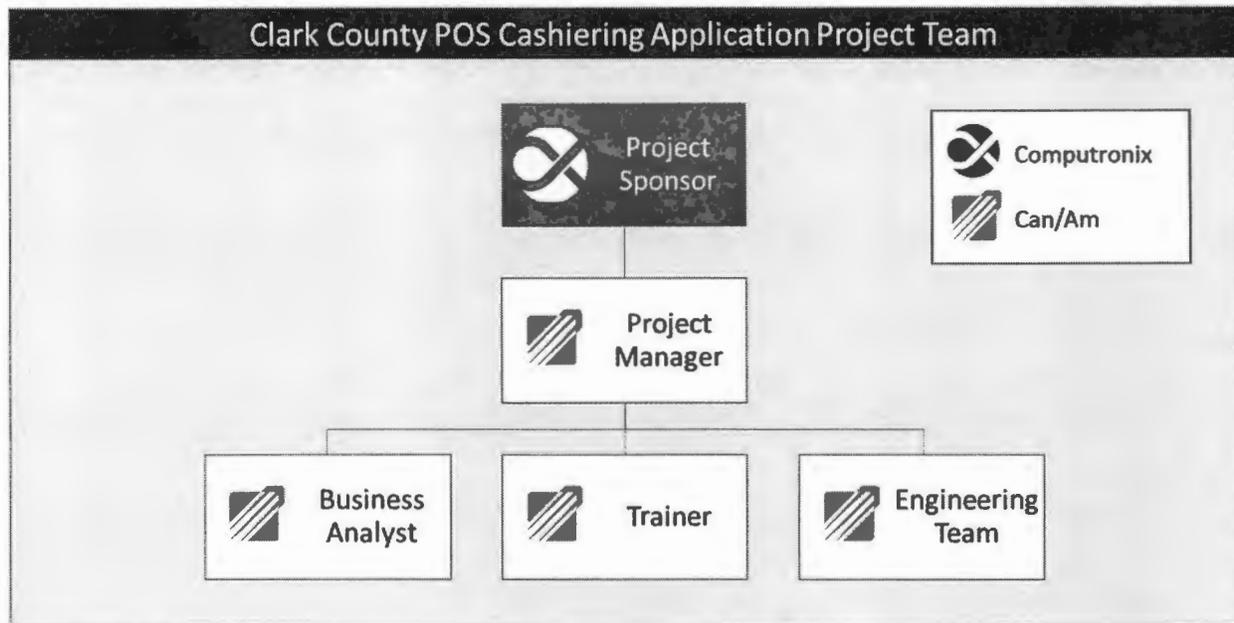
Depending on security levels, different users see different menus, windows, tabs, etc. Security is enforced at the Teller business layer, ensuring that a user cannot sidestep the application to gain unassigned security.



## 2.0 Project Team

Please list or diagram the project team that will be involved with this project.

Computronix will use the following project management structure to ensure quality and consistency in implementation of the Teller solution in concert with the Permit Tracking System implementation.



**Computronix Project Sponsor** – The Computronix Project Sponsor will have oversight over project implementation. For increased accountability, efficiency gains, and cross-departmental communication, we recommend that this role will be filled by the Computronix project manager for the Clark County Permit Tracking System project. This person will serve a key role in coordinating hosting and execution of the projects.

**Can/Am Project Manager** – The Can/Am Project Manager will have tactical responsibility for execution of the project. The project manager provides leadership and direction to project team members with respect to project budgets, resource allocations, time and cost estimates, and plans. The project manager executes the project plan while monitoring project status and reporting project progress.

**Can/Am Business Analyst** – The Business Analyst guides the Can/Am and County projects teams in discussions of fit and gap between Teller out-of-the-box functionality and the County's in-scope business needs. The business analyst will work with Clark County to understand their current environment, users, and system flows, then model and communicate how Teller will fit into your environment.

**Can/Am Trainer** – Training will be provided to Clark County staff in the use and administration of Teller. We recommend that Subject Area Experts take the Teller Usage Training Course and then prepare specific guidelines and update County Standard Operating Procedures for end-user staff. The Can/Am Trainer can assist in preparing the Subject Area Experts to deliver customized training to end users.

**Can/Am Engineering Team** – The Engineering Team will configure Teller, develop all business system integrations and any optional pricing items. This team will deliver the tested Teller solution to a User Acceptance Testing environment for Clark County Subject Area Experts to test and validate the implementation.

The Can/Am Engineering team consists of Configuration/Development staff and Testing staff. All configuration, integration development and enhancement work is tested by a developer *and* cross-tested by a Tester. Our Testers are not primarily technical but rather represent the needs and usage patterns of end users, maximizing our ability to anticipate and resolve any quality issues prior to delivery of solution iterations to our clients.

## 3.0 Management Approach

*Please describe your typical project management approach when working with new and existing clients.*

*Please describe your likely or preferred software development approach or methodologies that may be utilized for this project.*

### 3.1 Implementation Approach

As requested by the County, we intend the project to start in October 2015 and commence with a go-live in February 2016. While aggressive, we believe that this timeline can be achieved using the implementation approach outlined below. Inclusion of optional components may impact the implementation schedule.

The Can/Am Project Manager will lead activities to ensure that project planning, implementation best practices, quality assurance, and risk management activities are performed during the project to ensure a successful outcome. Can/Am will also participate in meetings with management, internal and external end users, and project and IT staff to ensure effective communication and to work through issues in a positive manner. Can/Am works with customers using a team approach, where the County staff's needs, expertise, opinions, and time are respected, thereby creating a positive atmosphere for a professional, healthy, and positive project experience.

We emphasize communication and customer relationship. As with any successful relationship, dialogue needs to be two-way and iterative, built upon a foundation of teamwork, trust, fair play, ethical standards, give-and-take, and ultimately, genuine enthusiasm for the task at hand. We will work hard to deliver an outstanding business solution and to build a long-term win-win relationship.

A successful Teller implementation involves the following phases:

#### 3.1.1 PLANNING

The first stage of a Teller implementation involves on-site meetings between the Can/Am Analyst and County staff to thoroughly understand the County's business environment. We will gather and analyze information about how the County handles cashiering today, including sample reports, user/role information, existing interface logic, and user flows. The goal of this first stage of planning is to ensure that we understand you, your processes and your needs.

The second Planning stage is to collaboratively determine how Teller will be implemented into your environment and what the impacts will be. The Can/Am Analyst will facilitate a Teller Orientation session with County Subject Area Experts and Stakeholders, followed by sessions to flesh out the details of the Teller Implementation Plan. The Plan will include:

- Teller Configuration Settings
- Interface Specifications
- Process Flows
- Plugin Configurations and Customizations
- Security Configurations

A detailed project implementation schedule will also be provided at this time.

### **3.1.2 IMPLEMENTATION**

The Can/Am Engineering Team will use Agile methodologies (see Development Methodology below) to iterate over and execute the configuration and development work detailed in the Plan. Iterations will be reviewed with the County as needed to gain greater clarity and agreement on any details not clear in the Implementation Plan. While most of the work at this stage is with Can/Am, collaboration with Subject Area Experts is normally frequent as we work together to ensure the best possible result.

At this point, Can/Am will provide the “Train-the-Trainer” training to County testers and trainers to enable them to efficiently test and validate the configured Teller system. Train-the-Trainer Teller Usage Training will be provided onsite at County offices in Vancouver, WA. Each session may be attended by up to 8 County end user trainers.

Can/Am will install Teller configurations and integrations into the County Test environment. Can/Am project team staff will support designated County testers remotely through the User Acceptance Testing (UAT) phase, providing ad-hoc mentoring and guidance when required. If necessary, a final round of configuration updates and system modifications will then culminate in the final production release.

### **3.1.3 GO LIVE**

With the completion of the Train-the-Trainer training, and the County’s User Acceptance Testing, the project moves into its final phase, in which County trainers train the end user community just prior to system implementation.

Prior to, during, and following the go-live event, a Can/Am resource will be on-site to ensure that a smooth transition is achieved.

Prior to Go Live, the production environment will be provisioned and installed by the County and Computronix working together. The tested Teller setup will be installed into the Production environment. Can/Am will work with County staff to install hardware devices on all front counter and back-office cashier workstations.

The project will conclude with a Project Review report and request for formal project and system acceptance.

### **3.1.4 POST-IMPLEMENTATION SUPPORT**

Teller maintenance and support services will be activated on Day One of system go-live in the County’s Production environment. Computronix and (as needed) Can/Am project staff will continue to be engaged with the County as needed to ensure a smooth transition to Support.

As per the pre-existing contract with Community Development and Technology Services, Computronix POSSE Support will provide Teller maintenance and support services (including managed hosting services) once the system goes lives in production. POSSE Tier Two Support Analysts located in Denver will enlist the assistance of Can/Am Tier Three technical and product support as required.

## 3.2 Development Methodology

The Can/Am Engineering Team organizes work using the Scrum Agile Methodology. Work backlog items (based on the Teller Implementation Plan) are organized into 3-4 week sprints. Throughout each sprint, and certainly at the end of a sprint, the resulting deliverables are reviewed with internal stakeholders and customers. Some sprints result in iterations of the Teller system being installed into the County's UAT environment for County review and testing of specific work deliverables. Planning is then performed for the following sprint.

The review cycles inherent in this methodology ensure that complex interfaces, enhancements or customized Teller plugins can be iteratively reviewed and revised to ensure that the end result meets the County needs that it is intended to fulfill. It also ensures that configuration and development dependencies are properly managed and re-evaluated on a regular basis to give the team laser-focus on the work that provides the greatest value at any given time.

Each item in a Sprint follows several phases in its implementation:

- **Design:** Mockup and Technical design that is internally reviewed for completeness and consistency
- **Execution:** Configuration and/or Development of the backlog item, including unit testing
- **Testing:** Customer-focused testing of the backlog item, performed by a different person than performed the configuration or development work. Note that as issues are found, the item will bounce between Execution and Testing repeatedly until all issues are resolved.
- **Approval:** The Teller Product Owner reviews the completed item and either approves it or sends it back for more work.

After a sprint is completed, a Retrospective is held with the sprint team, highlighting what went well and what needs improvement. The team endeavors to continuously grow through regular review and adjustments to the process.

## 3.3 Training Approach

Can/Am will provide on-site training of up to 8 County staff per training session. Managers and Subject Area Experts should take the Usage Training course to prepare for User Acceptance Testing and training of their staff. Administrators who will be configuring Teller should take the Teller Administration Training Course.

### Teller Usage Training Course - 1 day

At the conclusion of this one-day course, users will be able to:

- Cash In to Teller
- Perform payments in Teller in a variety of configurations
- Void payments and review entered payments
- Cash Out
- Run Reports

- Research payment activity using the Payment Manager
- Research session activity using the Session Manager
- Adjust Payments
- Perform end-of-day balancing
- Run management reports

**Teller Administration Training Course – 1/2 day**

At the successful conclusion of this half-day course, users will be enabled to:

- Update Teller G/L Account Mappings
- Configure Item Types
- Configure Tender Types
- Update Cash Denominations
- Configure Printer Layouts (Receipts)
- Administer Teller Security
- Understand an overview of the Teller data model

## 4.0 Proposed Cost

*The Proposed cost that will be provided on the Cover page (Attachment A) should be a SUMMARY of a 5 YEAR TOTAL Cost.*

*An additional page(s) should be provided, itemizing the cost breakdown that should include items such as (but not limited to): the software, any hardware, development, training, licensing, maintenance, Etc.*

Computronix is an authorized reseller of Teller software products. Teller is offered by Computronix as an available POSSE add-on. Clark County has already purchased a Teller Server License. Server Licenses allow unlimited read-only access to Teller data from any County computer by any County user. Teller Workstation Licenses enable unlimited transactions by a given computer accessing Teller.

For this project, our project team intends to provide business system integrations with Harris PACS, Tyler Eagle, and Oracle R12 as licensed interfaces covered under Teller Annual Support. This provides the County with assurance that these interfaces will be supported and maintained by Can/Am on an ongoing basis.

Services pricing is inclusive of travel and staff costs required for implementation of Teller following the Management Approach documented in 3.0.

All quoted pricing is in US dollars and exclusive of any applicable taxes.

### One-Year Total Costs (Hosted Solution)

As part of the Clark County Permit Tracking System project, Teller will be installed in the Clark County private cloud managed by Computronix. We recommend that the same hosting environment be used for this Teller implementation. The pricing below assumes the successful deployment of the Clark County private cloud connected using a site-to-site VPN to Clark County's network.

Teller Workstation license pricing is tiered:

- 1-20 workstations: \$1,000 each
- 21-50 workstations: \$800 each
- 51+ workstations: \$600 each

As Clark County has already licensed 8 workstations, 12 additional workstations are quoted at \$1,000 each, and the remaining 23 are quoted at \$800 each.

Software Licensing	Costs	Comments
1. Teller workstation licenses	\$30,400	Licensing for 35 new workstations. 12 @ \$1,000/workstation 23 @ \$800/workstation.
2. Harris PACS Interface license	\$7,500	
3. Tyler Eagle Interface license	\$7,500	
4. Oracle R12 Interface license	\$7,500	
<b>SUB-TOTAL: Software Licensing</b>	<b>\$52,900</b>	
Services	Costs	Comments
Planning	\$24,375	On-site meetings and analysis work resulting in the Teller Implementation Plan.
Implementation	\$51,875	Configuration, setup, and interface customization.
Training and UAT Support	\$11,875	On-site Teller training and support for UAT.
Go-Live	\$9,375	Migration to Production environment and on-site support for the Go-Live.
<b>SUB-TOTAL: Services</b>	<b>\$97,500</b>	
Annual Maintenance/Support/Hosting	Costs	Comments
Maintenance and Support	\$10,580	20% of total software license purchase. The maintenance/support period begins on the date of the Go-Live of Teller.
Hosting in planned Community Development private cloud environment	\$9,000	Monthly cost of \$750 with the assumption that Teller will be installed in the Clark County private cloud managed by Computronix. This charge will begin with the production Go-Live of Teller
<b>SUB-TOTAL: Maintenance/Support/Hosting</b>	<b>\$19,580</b>	
<b>GRAND TOTAL</b>	<b>\$169,980</b>	

### Summary of Five-Year Total Costs (Hosted Solution)

Item	Year 1	Year 2	Year 3	Year 4	Year 5
Implementation Costs	\$97,500	\$0	\$0	\$0	\$0
Teller Software Purchase	\$52,900	\$0	\$0	\$0	\$0
Teller Annual Support and Hosting	\$11,422 <sup>1</sup>	\$19,580	\$19,580	\$19,580	\$19,580
<b>TOTALS:</b>	<b>\$161,822</b>	<b>\$19,580</b>	<b>\$19,580</b>	<b>\$19,580</b>	<b>\$19,580</b>

<b>FIVE-YEAR GRAND TOTAL</b>	<b>\$240,142</b>
------------------------------	------------------

<sup>1</sup> Support/Maintenance/Hosting pro-rated based on a February 2016 Go-Live.

## Optional Costs

### ON-PREMISES SOLUTION – FIVE-YEAR TOTAL COST

If the County would prefer to host Teller locally, the County must purchase a Teller Server License (\$25,000 one-time cost, subject to 20% annual support). The County would not pay the \$9,000/year cloud hosting fee. The other costs would stay the same.

The County will be responsible for Oracle licensing (Standard Edition, Standard Edition One, or Enterprise) and server infrastructure to support the on-premises solution.

Item	Year 1	Year 2	Year 3	Year 4	Year 5
Implementation Costs	\$97,500	\$0	\$0	\$0	\$0
Teller Software Purchase	\$77,900	\$0	\$0	\$0	\$0
Teller Annual Support	\$9,088 <sup>2</sup>	\$15,580	\$15,580	\$15,580	\$15,580
<b>TOTALS:</b>	<b>\$184,488</b>	<b>\$15,580</b>	<b>\$15,580</b>	<b>\$15,580</b>	<b>\$15,580</b>

<b>FIVE-YEAR GRAND TOTAL</b>	<b>\$246,808</b>
------------------------------	------------------

### ADDITIONAL OPTIONAL COST ITEMS

RFP Reference	Deliverable	Cost
Attachment E 2.7	Additional Teller licensing of Image Cash Letter module (required only if Permit Tracking System remote deposit solution not adequate).	\$18,750
Attachment E 2.10, 2.11	Additional Teller licensing of Check Verification Interface	\$5,000
Attachment E 2.6B	Services for two-way integration with County Document Imaging System	\$12,500
Attachment E 3.2	Services to build Excessive Cash Warning Business Rule	\$3,750
Section IA 3	Services to set up mappings and integrate regular import of Web/IVR interface files	\$10,000

### SUGGESTED HARDWARE

Item	Model	Estimated Cost
Receipt Printer	Epson TM-T88V POS Receipt Printer	\$463/printer

<sup>2</sup> Support/Maintenance pro-rated based on a February 2016 Go-Live.

Check Scanner

Digital Check CheXpress CX30

\$430/scanner

*(This page left intentionally blank)*

## 5.0 Employment Verification

Computronix is on file with Clark County as a verified employer.

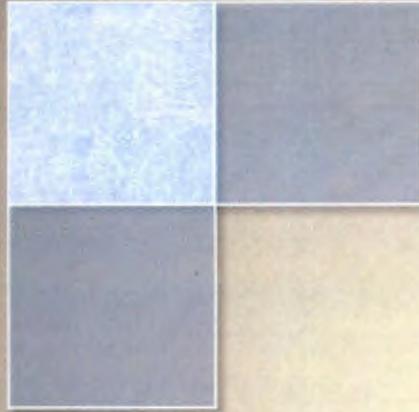
Company ID Number: 224470

MOU date: June 23, 2009

*(This page left intentionally blank)*



COMPUTRONIX®



## Statement of Work

---

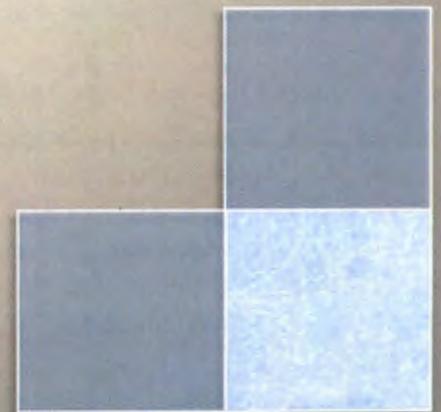
Clark County, WA

Joint Lobby Cashiering Project

May/31/2016

---

Computronix (U.S.A.), Inc.  
3900 S. Wadsworth Blvd., Suite 510  
Lakewood, CO 80235  
(720) 962-6300  
[www.computronix.com](http://www.computronix.com)



## Table of Contents

Section 1.0 General Statement and Agreement .....	3
Section 2.0 Computronix/Teller Contact Information.....	4
Section 3.0 Background .....	5
<b>Section 4.0 – Project Scope .....</b>	<b>7</b>
Project Scope Statement.....	7
Assumptions .....	7
Deliverables and Acceptance Criteria .....	8
Deliverable Acceptance.....	9
Project Acceptance .....	10
<b>Section 5.0 – Objectives and Success Factors .....</b>	<b>11</b>
Project Objectives .....	11
<b>Section 6.0 Project Approach.....</b>	<b>12</b>
Phase 1 – Plan/Initiate .....	12
Phase 2 – Analysis & Design .....	12
Phase 3 – Implementation .....	13
Phase 4 – User Acceptance Testing and Training .....	14
Phase 5 – Go-Live .....	14
<b>Section 7.0 Project Resourcing and Organizational Structure .....</b>	<b>16</b>
Project Resourcing Overview .....	16
Project Roles and Responsibilities .....	16
<b>Section 8.0 Project Methodologies .....</b>	<b>20</b>
Project Management Overview.....	20
Project Status Reporting .....	20
Scope Management .....	20
Location of Project Activities.....	21
Issues Management Plan .....	22
Section 9.0 Project Schedule .....	27
<b>Section 10.0 Project and Payment Milestones and Payments .....</b>	<b>28</b>
Project and Payment Milestones.....	28
Implementation #1 .....	28
Implementation #2 .....	28
On-site Trips .....	29
Implementation #1 .....	29
Implementation #2 .....	29
Section 11.0 Acceptance of Agreement.....	30
<b>Appendix A - Status Report.....</b>	<b>51</b>

---

<b>Appendix B - Change Request .....</b>	<b>32</b>
<b>Appendix C – Deliverable Acceptance Form .....</b>	<b>33</b>
<b>Appendix D - Project Acceptance Form .....</b>	<b>34</b>
<b>Appendix E – Project Schedule.....</b>	<b>35</b>
<hr/>	
<b>Implementation #1 .....</b>	<b>35</b>
<b>Implementation #2 .....</b>	<b>35</b>

## **Section 1.0 General Statement and Agreement**

---

This Statement of Work (hereinafter called “SOW”) is issued pursuant to the Joint Lobby Cashiering project agreement (the “Agreement”) between Clark County, Washington, USA (“CLIENT”) and Computronix, (U.S.A.), Inc. (“CONTRACTOR”) effective May 31, 2016. This SOW is entered into by and between CONTRACTOR and CLIENT and is subject to the terms and conditions specified below.

### **Section 1.5 Period of Performance**

Subject to contract approval by the Clark County Manager, the provision by the CLIENT of at least one original signed contract document, including all exhibits and attachments, and an accompanying Purchase Order, to the CONTRACTOR, the CONTRACTOR proposes to commence its Services on June 1, 2016 and shall continue to June 1, 2017.

---

## Section 2.0 Computronix/Teller Contact Information

---

### **Computronix Account Manager:**

Keith Burgess, Phone: (800) 359-3758 ext 5362; Cell: (780) 238-0255

E-mail: keith.burgess@computronix.com

---

### **Computronix Project Coordinator:**

Grant Shantz, Phone: 780-454-3700, ext. 5341

E-mail: grant.shantz@computronix.com

---

### **Teller Project Manager:**

William Langemann, Phone: (720) 274-4998; Cell: (303) 960-3507

E-mail: william@canamtechnologies.com

---

### **Computronix Corporate Contact Information:**

#### Mailing Address:

3900 S. Wadsworth Blvd., Suite 510  
Lakewood, CO 80235

#### Switchboard:

1-866-962-6300 – toll-free

720-962-6300 – local

720-644-3249 – fax

---



## Section 3.0 Background

### Project Overview

The Treasurer's Department of Clark County, WA ("CLIENT") is procuring Teller Cashiering / Point of Sale software for its Joint Lobby Cashiering Project ("the System" and "the Project"). CONTRACTOR responded to RFP #691 for a Point of Sales Cashiering Application, provided an on-site demo to CLIENT staff and was subsequently selected to provide the Teller software product and related services to CLIENT.

This project will result in the implementation of the Teller application, a web-based system which will manage the Point of Sale processes of the CLIENT within their Joint Lobby. Teller will replace the cashiering functionality of Eagle Recorder and True Automation PACS, interfacing with those systems to enable a common and consolidated cashiering experience for Joint Lobby staff and customers.

This Project has a one-time cost of **\$46,000** for software and **\$136,967** for professional services. These costs are fixed costs and payable as per the Payment Milestones in Section 11 of this document. This Statement of Work does not include Annual Support and Maintenance Costs or other consulting or customization services except as defined with this Statement of Work.

The proposed schedule will be discussed with the CLIENT project team and fine-tuned during Project Kick-off before a final baseline schedule is established, and will be contingent on several factors including CLIENT staff availability and resources.

### Post-RFP Changes to Scope and Deliverables

Based on further decisions by CLIENT following the selection of CONTRACTOR as the successful proponent, the following additions, deletions and/or substitutions were applied to the project scope:

- **Hosting of System**
  - a. CLIENT has chosen the Hosted solution. Computronix will host the Teller system in its Denver data center. See the Hosting Service Level Agreement for details.
- **Business System Interface to PACS/EAGLE for Excise**
  - a. Additional Cost: **\$7,500** (licensing)
  - b. In discussions with CLIENT, identified that the query and posting data sources are separate from the PACS interface, thus this is a separate interface.
  - c. See ATTACHMENT 1, Item #3
- **Paymentus Credit Interface**
  - a. Additional Cost: **\$5,000** (licensing); **\$5,750** (services)
  - b. CLIENT requested an interface with Paymentus in place of the included interface with Point & Pay.
  - c. See ATTACHMENT 1, Item #6
- **Item Templates**
  - a. Additional Cost: **\$5,750** (services)

- b. During the closing demo and in subsequent conversations, CLIENT identified the need for item templates, a feature not pre-existing in Teller.
- c. See ATTACHMENT 1, Item #9
- **New Item Type on Payment**
  - a. Additional Cost: **\$5,750** (services)
  - b. Clark requested that cashiers be able to enter new MISC line items that were not pre-configured, to enable greater efficiencies when processing departmental deposits.
  - c. See ATTACHMENT 1, Item #10
- **On Account Options**
  - a. Additional Cost: **\$0** (implemented in Comm Dev Project)
  - b. CLIENT identified a need to track payments against specified "billed" accounts, functionality currently in EAGLE.
  - c. See ATTACHMENT 1, Item #11
- **Tax Handling on Payment**
  - a. Additional Cost: **\$4,500** (services)
  - b. CLIENT identified a need in the GIS department to designate a payment as non-taxable.
  - c. See ATTACHMENT 1, Item #12
- **Removal of 24 Workstation Licenses**
  - a. Cost Reduction: **(\$19,400)**
  - b. Identified that the CLIENT only required 11 workstations and not 35 as quoted in the RFP
- **Management and Services Changes based on Scope and Multi-Implementation Approach**
  - a. Additional Cost: **\$17,717**

**Total Cost Changes:**

- New Licensing: **\$12,500**
- Services: **\$39,467**
- Removal of workstation licenses: **(\$19,400)**

**Net Change: \$32,567**

---

## Section 4.0 – Project Scope

---

### Project Scope Statement

The Scope of the Project is to install the Teller Point of Sale Cashiering System, further configuring the System to meet the requirements as documented in this Statement of Work (including all Attachments) and CONTRACTOR'S proposal in response to CLIENT's RFP requirements.

At a high level, the Project will accomplish the following tasks:

#### Provision of Software

1. Provision and implementation of the latest version of the Teller cashiering/point-of-sale software (base system and workstation licenses), as demonstrated to CLIENT in the on-site session in July 2015, as well as the provision and implementation of system interfaces. (See ATTACHMENT 1)

#### Provision of Implementation Services

1. Provision of project planning, project management and project administration services to execute the Project successfully within the stated timelines and budget.
2. Installation of Teller into hosted UAT and Production environments.
3. Configuration of core Teller product to CLIENT requirements as determined during Analysis meetings.
4. Development of Teller plugins to implement system interfaces and custom business rules. (See ATTACHMENT 1)

#### Provision of Training Services

1. Provision of Teller Training for CLIENT's End-Users, Trainers, Managers, Support Staff and Report Writers

### Assumptions

- All deliverables are provided on a Fixed Price basis
- Travel or accommodation costs are necessary to deliver the scope of this effort described in this document. Additional travel made at the Department's request will be an additional cost.
- CLIENT staff will be available when required. Delays caused by lack of access may impact cost and schedule.
- CLIENT will provide all Hardware necessary for the services proposed in this document.
- CLIENT will provide remote access to the interfaced business system infrastructure as required by CONTRACTOR that may include workstations, web sites, and databases.

- From time to time, CONTRACTOR may request assistance from CLIENT staff in the performance of these services, which assistance shall not be unreasonably withheld.

### Deliverables and Acceptance Criteria

The following table provides the deliverables and acceptance criteria required to successfully deliver the project. Phases 2-5 will be repeated for each additional implementation.

PROJECT PHASE	DELIVERABLE	Acceptance Criteria
1. Planning	Project Management Plan and Project Kick off	<p>Delivery of a Project Management Plan to the CLIENT's satisfaction. This documentation must include:</p> <ul style="list-style-type: none"> <li>• Project Schedule</li> <li>• Communications Plan</li> <li>• Risk Management Plan</li> <li>• Issues Management Plan</li> <li>• Change Management Plan</li> <li>• Status Reporting Process</li> <li>• Quality Assurance Plan</li> </ul> <p>The Project Management Plan is delivered to the CLIENT Project Manager in electronic format.</p> <p>An onsite Project Kickoff Meeting is conducted that presents to the CLIENT project team the anticipated project scope, schedule, roles and responsibilities, and in general provides stakeholders with information and gathers input that sets the correct project expectations.</p>
	Teller Orientation Demo	CONTRACTOR provides Teller Product Orientation for the CLIENT's project team members and SME's on the functionality of the base Teller system.
2. Analysis and Design	Teller Implementation Plan	<p>A Teller Implementation Plan document, applicable to the functionality included in the project, is delivered to the CLIENT Project Manager in electronic format and contains:</p> <ul style="list-style-type: none"> <li>• Teller Configuration Settings</li> <li>• Security Configurations</li> <li>• Interface Specifications</li> <li>• Detailed Project Implementation Schedule</li> </ul>
3. Develop / Configure	Teller configuration and interface development	Delivery of interfaces, system modifications, and Teller configuration into CLIENT's test environment
	Initial Test Environment Installation	CONTRACTOR installs Teller into CLIENT's test environment
4. Training/Mentoring and User Acceptance	CLIENT will conduct User Acceptance Testing based on test plans developed by the CLIENT	<p>CONTRACTOR provides on-site and remote support during User Acceptance Testing.</p> <p>All defects identified during User Acceptance Testing with</p>

PROJECT PHASE	DELIVERABLE	Acceptance Criteria
Testing	and provide results.	a severity of Critical, High or Medium have been closed.
	Administrator Training, Train-the-Trainer	CONTRACTOR provides training to CLIENT trainers. At the end of the training, it is agreed that the trainees have been equipped to perform the tasks for which they have been trained.
	New or Modified Configurations and/or Code	The new or modified configurations and/or code applicable to this implementation, have been installed in the Test and Training environments. The Test and Training websites are able to be accessed from CLIENT's offices.
5. Go-Live	Cutover Plan	An implementation plan document, applicable to the functionality in the Implementation Phase, is delivered to the CLIENT Project Manager in electronic format and contains: <ul style="list-style-type: none"> <li>• Cutover plan that was developed jointly with the CLIENT team</li> <li>• Go/No Go Criteria that was developed jointly with the CLIENT team</li> </ul>
	Applications in Production environment	The new or modified configurations and/or code applicable to the Implementation Phase have been installed in the Production environment.
	Go-Live	Successful transition from Test/Train environment to the production environment. CONTRACTOR works collaboratively with CLIENT IT Staff to install the production environment. All functions in-scope for the implementation are delivered into the production environment.

### Deliverable Acceptance

Upon completion of a deliverable in accordance with the Deliverable Acceptance Criteria, documented above, CONTRACTOR will request formal acceptance of the deliverable from the CLIENT Project Sponsor and CLIENT Project Manager (see **Appendix C – Deliverable Acceptance Form**).

The process of deliverable acceptance allows the project teams and other project stakeholders to confidently move the project forward knowing that key deliverables have been completed to the satisfaction of both parties.

In the event that the CLIENT Project Sponsor and CLIENT Project Manager do not sign off on a deliverable following a Deliverable Acceptance Request from CONTRACTOR, CLIENT agrees it will deliver to CONTRACTOR a comprehensive and specific list of reasons for the withholding of deliverable acceptance. The list will be delivered within five (5) business days. CONTRACTOR will work to resolve the issues holding up acceptance. CLIENT agrees not to unreasonably withhold deliverable acceptance. No additional costs shall accrue to CLIENT for any reasonably withheld acceptance.

### **Project Acceptance**

When all the deliverables listed above have been accepted, CONTRACTOR will request project acceptance in the form of a signed document from the CLIENT Project Sponsor and CLIENT Project Manager (see **Appendix D – Project Acceptance Form**).

In the event that the CLIENT Project Sponsor and CLIENT Project Manager will not sign off the project following a project acceptance request from CONTRACTOR, CLIENT agrees it will deliver to CONTRACTOR a comprehensive and specific list detailing reasons for the withholding of project acceptance. The list will be delivered within five (5) business days. CONTRACTOR will work to resolve the issues holding up acceptance. CLIENT agrees not to unreasonably withhold project acceptance. No additional costs shall accrue to CLIENT for any reasonably withheld acceptance.

## Section 5.0 – Objectives and Success Factors

### Project Objectives

The functional objectives of this project are as follows:

- To provide Clark County Joint Lobby customers one-stop payment service.
- To standardize the record keeping for payment collection activities from all sources.
- To maintain appropriate control and accountability for all transactions through comprehensive audit trails and transaction research capabilities.
- Standardize the receipting software, replacing the need for a different cashiering software and process for each application.
- Provide a scalable platform that may be used across a variety of departments within the County.
- Provide the framework for a county-wide option of having a cashier application with good audit and security functionality that will be able to connect to any host system.
- Provide a centralized platform for collection and reporting a variety of payment channels.
- Increase the processing efficiency and customer experience when making payments in person.
- Reduce the training time for cashiers.
- Reduce the amount of time to balance and prepare (automate) the deposit to the bank for the cashiers.
- Ensure efficient daily banking processing of cashier reconciliation and deposits within current cash management process and system.
- Identify any operational efficiency for back office reconciliation of deposits from the system to the bank and the G/L.
- Provide reporting of payments activities from a variety of perspectives.
- To implement cashiering stations with an application capable of supporting an unlimited number of concurrent cashiering workstations simultaneously.

The “target” timeline objective is to complete the first implementation within 6 months, and the second implementation within an additional 4 month period, as described in **Appendix E – Project Schedule**, based on current scope. (Note: Project duration may or may not be subject to change based on CLIENT feedback, or through CLIENT approved Change Requests).

The budgetary requirement is to deliver the project scope as defined by this Statement of Work within the budget identified.

## Section 6.0 Project Approach

---

CONTRACTOR will deliver the project through the following five project Phase groupings:

- Phase 1—Plan/Initiate
- Phase 2—Analysis & Design
- Phase 3—Implementation
- Phase 4—User Acceptance Testing and Training
- Phase 5—Go-Live

The specific business functions to be included in each of these project phases will be determined and agreed upon jointly by CONTRACTOR and the CLIENT during the Plan/Initiate phase of the project. For each subsequent implementation, Phases 2-5 will be repeated.

### Phase 1 – Plan/Initiate

The project planning and kick-off phase will focus on updating the project management plan template to identify the specific processes, procedures, stakeholder analysis, schedule updates, etc. necessary to ensure project success. This initial draft of the project management plan becomes the basis for an on-site project kick-off meeting in which the project team is engaged in discussion, fine tuning, and general input. The result of the project kick-off meeting is a final Project Management Plan that is specific to the project, realistic and has project team buy-in.

Phase 1 includes a Teller Orientation demo for CLIENT Subject Matter Experts, stakeholders, and project team.

### Phase 2 – Analysis & Design

Phase 2 follows the initial Teller orientation and seeks to close any existing gap between the Teller product and CLIENT requirements deemed to be in-scope for the project.

The Business Analyst and Technical Lead will conduct onsite Analysis sessions with CLIENT to thoroughly understand the CLIENT's business environment. The Business Analyst and Technical Lead will gather and analyze information about how the CLIENT handles cashiering today, including sample reports, user/role information, existing interface logic, and user flows. The goal of this first phase of planning is to ensure a mutual understanding of the CLIENT's processes, needs, and goals.

The second Planning phase is to collaboratively determine how Teller will be implemented into the CLIENT's environment and what the impacts will be. The Business Analyst will facilitate sessions to flesh out the details of the Teller Implementation Plan. The Plan will include:

- Teller Configuration Settings
- Interface Specifications
- Process Flows
- Detailed Project Implementation Schedule

CONTRACTOR project methodology ensures that requirements are clearly documented; however, the documentation of test plans, scenarios, and scripts will be the responsibility of the CLIENT.

The Teller Implementation Plan will be delivered to the CLIENT for acceptance as a basis for the system design.

### Phase 3 – Implementation

Based on CLIENT's approval of the Teller Implementation Plan, configuration and development of CLIENT-specific enhancements and modifications commences. The Can/Am Engineering Team will iterate over and execute the configuration and development work detailed in the Plan. Iterations will be reviewed with the CLIENT as needed to gain greater clarity and agreement on any details not clear in the Implementation Plan. While most of the work at this stage is with Can/Am, collaboration with Subject Area Experts is normally frequent as we work together to ensure the best possible result. The Can/Am Software Development Methodology (SDM) follows these steps for each item or development task:

1. **Design:** Mockup and Technical design that is internally reviewed for completeness and consistency
2. **Execution:** Configuration and/or Development of the backlog item, including unit testing
3. **Testing:** Customer-focused testing of the backlog item, performed by a different person than performed the configuration or development work. Note that as issues are found, the item will bounce between Execution and Testing repeatedly until all issues are resolved.
4. **Approval:** The Business Analyst reviews the completed item and either approves it or sends it back for more work.
5. Prior to final delivery to the CLIENT for user acceptance testing, a full System test will be conducted. The System test is conducted against the Teller Implementation Plan to ensure that the System requirements have been met.

Phase 3 includes the installation of Teller in the CLIENT's Training and/or Test environment(s).

## Phase 4 – User Acceptance Testing and Training

### Training

CONTRACTOR will provide the “Train-the-Trainer” training to CLIENT testers and trainers to enable them to efficiently test and validate the configured Teller system. One session of Train-the-Trainer Teller Usage Training will be provided onsite at the CLIENT’s offices in Vancouver, WA, which may be attended by up to 8 County end user trainers

### User Acceptance Testing

When Phase 3 is complete, CONTRACTOR will install all configuration updates, business system interfaces, and system modifications into the User Acceptance Testing (UAT) environment, which the CLIENT will then test. CLIENT SMEs, under the oversight of the CLIENT Project Manager, will report all defects found, and CONTRACTOR will work to resolve defects and then provide further configuration updates and system modifications to be retested by CLIENT.

User Acceptance Testing scenarios and plans, along with organizational staffing changes, are the responsibility of the CLIENT. The end users will have the best perspective on how they will test that the system meets the documented requirements, as well as the impact of system changes and business processes to the CLIENT staff.

Reporting and resolving defects discovered during the UAT period will follow the same issue resolution process documented in Section 9 – Project Methodologies of this document. During Phase 4, the Production environment is provisioned and installed by CONTRACTOR. The final version of Teller will then be ready for the go-live event.

## Phase 5 – Go-Live

With the completion of the Train-the-Trainer training, and the CLIENT’s User Acceptance Testing, the project moves into its final phase, in which CLIENT trainers train the end user community just prior to system implementation.

Prior to, during, and following the go-live event, a CONTRACTOR resource will be on-site to ensure that a smooth transition is achieved.

Prior to Go Live, the production environment will be provisioned and installed by the CLIENT and CONTRACTOR working together. The tested Teller setup will be installed into the Production environment. CONTRACTOR will work with CLIENT staff to install hardware devices on all front counter and back-office cashier workstations.

The project will conclude with a Project Review report and request for formal project and system acceptance.

Upon successful implementation of Teller, maintenance and support services will begin. Reporting and resolution of defects discovered during go-live and the maintenance period will follow the same Issues resolution process documented in Section 8 – Project Methodologies of this document.

## Section 7.0 Project Resourcing and Organizational Structure

### Project Resourcing Overview

In addition to the information on the organization structure, the following should be noted:

The CLIENT team will be identified prior to Project Kick-off but in general will be made up of Subject Matter Experts from all business areas. The SMEs will be experienced in their roles, but final decision making around business process will rest with the business project manager.

### Project Roles and Responsibilities

CLIENT Executive Committee- Doug Lasher (Treasurer), Greg Kimsey (Auditor), Sam Kim (CIO), Peter Van Nortwick (Assessor)

- Provide CLIENT project team with guidance on project business issues
- Address any issues that have major implications for the project
- Help balance conflicting priorities and resources

CLIENT Executive Sponsor – Doug Lasher (Treasurer)

- Ultimate authority and responsibility for the project
- Approve all scope changes and signs off on all approvals to proceed to each succeeding project phase
- Provide project resources
- Ensure resolution of issues escalated by the Project Managers or the CLIENT business owner
- Provide funding for the project

CLIENT IT Oversight Manager – Larry Frueh (Finance Manager)

- Provide Project oversight

CLIENT IT Project Manager – Anthony Glenn (Treasurer’s Office)

- Provide Project Coordination
- Manage the vendor (CONTRACTOR), provide single point of contact for the vendor, all vendor resources and all vendor communication
- Schedule and conduct necessary meetings
- Communicate Project status and other relevant Project information to CLIENT organization
- Advise and assist the CONTRACTOR Deputy Project Manager in maintaining the project schedule
- Ensure Project is fulfilling objectives and meeting success criteria
- Coordinate with CLIENT Technical Lead in managing CLIENT IT resources
- Support CLIENT Involvement and interaction with CONTRACTOR and business

- Escalation point for issues and risks as needed
- Monitor contract compliance and scope of work revisions
- Track invoices and payment milestones throughout the project
- Report Project progress and status to CLIENT project team

CLIENT Business Owner – Michael Fish (Tax Service Manager)

- Responsible for ensuring that the project meets the overall CLIENT business needs of the Joint Lobby
- Ensure CLIENT business resources are available to the Project when needed.
- Helps with resolving business and personal conflicts as necessary
- Ensure CLIENT SMEs are adequately trained
- Balance the needs of the Project with the SMEs other workload
- Provide input into Project Planning
- Deal with all business issues and risks/responsible for resolutions
- Oversee the business team deliverables in collaboration with the CLIENT Project Manager
- Support updates to operating procedures and business processes
- Support organizational change management and communication as required
- Back-up IT Project Manager allowing direct communication with the CONTRACTOR if needed.
- Facilitate sign off on deliverables
- Responsible for business process change and final signoff on business decisions
- Oversee the development of business policies and procedures
- Responsible for organizational Change Management within the business

CLIENT SMEs – Kathy Lee (PACS), Chris Allen (Finance), Charlene Huffman (Recording)

- Provide knowledge for input into Fit/Gap analysis
- Provide input into gap design and review gap solutions when configured
- User Acceptance Testing
- Attend training
- Support organizational change management and communication as required

CLIENT Teller Application Administrator – Doug Abernathy

- Security Application Administration – responsible for security of the system: creating, modifying and removing users and user roles
- Tier 1 support for users after the system goes live
- Reset user passwords
- Update configurations within the application: adding misc. items and related setup information, such as: descriptions, accounting codes, prices, Etc.

CLIENT Technical Lead / Infrastructure Technician – Mark Harrington

- Coordinate with appropriate IT Staff to Develop/Test interfaces that are the responsibility of the County
- Coordinate with appropriate IT Staff for software upgrades and patches
- Coordinate with appropriate IT Staff for any Network, server, PC, and other technology issues and support

Computronix Project Coordinator – Grant Shantz

- Point person for Teller Project Manager to coordinate dependencies between Joint Lobby and Community Development Implementation projects
- Ensure that Community Development project impacts are identified and mitigated

Teller Project Manager – William Langemann

- Provide Project oversight, detailed planning, and project execution
- Organize, mobilize Can/Am resources to fulfill project commitments
- Ensure project is fulfilling objectives and meeting success criteria
- Communicate project status and other relevant project information to CONTRACTOR project team, and other CLIENT stakeholders
- Manage deliverables and interactions with CLIENT
- Deal with issues and risks\responsible for resolutions
- Responsible for quality management
- Ensures adequate project resourcing

Teller Project Technical Lead – Andrew Langemann

- Responsible for technical aspects of the project
- Provide oversight to Can/Am technical resources
- Design and oversee configuration
- Design and oversee development of business system interfaces
- Responsible for system quality

Teller Project Business Analyst – Joshua Langemann

- Assist with Project Planning
- Support Initial Assessment and Testing
- Responsible for creation of Teller Implementation Plan
- Responsible to advise Can/Am team on best practices
- Identify and document gap items that cannot be solved with existing Teller functionality.

Teller Project Engineering Team

- Configure Teller base system for implementation
- Support for integration of CLIENT specific requirements
- Develop business system interfaces

- Initial Teller installation
- Prepare environments (development, test, training and production) prior to each use for the project
- Apply Teller upgrades as specified with the POSSE Software License Agreement

Teller Project Trainer

- Provide Teller End User Training and System Administration training to CLIENT team members

## Section 8.0 Project Methodologies

---

### Project Management Overview

To ensure project success and a high quality of deliverables, the project will put in place two Project Managers – a CONTRACTOR Project Manager and a CLIENT Project Manager. The CONTRACTOR Project Manager is responsible for the overall success of the project team. The CLIENT Project Manager, CLIENT Business Owner, and CLIENT Project Sponsor have significant supporting roles to play in the areas of organizational change management, organizing and mobilizing the CLIENT project team members, and communications within the organization.

The CONTRACTOR Project Manager's activities will include:

- Participating in Project Kick-off meeting
- Drafting and finalizing project plans and the overall project schedule
- Team leadership and problem solving
- Creating and maintaining project procedures
- Managing change control procedures
- Participation in defining acceptance criteria
- Development of project signoff criteria
- Support of system configuration activities where appropriate
- Completion of status reporting
- Delivery of a project review and recommendations document
- Participation in weekly meetings.

The CONTRACTOR Project Manager will provide on-going status updates to the CLIENT Project Manager, as well as provide regular status reports in writing.

### Project Status Reporting

A formal weekly consolidated Status Report will be generated by CONTRACTOR providing the CLIENT Project Manager with an up-to-date record of progress on deliverable tasks assigned to Can/Am and to CLIENT, changes in scope or timelines. The CLIENT Project Manager will provide CLIENT project status data to the CONTRACTOR Project Manager, who will maintain the overall project status data. Status Reports will be provided in CONTRACTOR's standard template format so that the CLIENT Project Manager will be able to quickly identify the information of interest.

See **Appendix A – Status Report** for the template Status Report document.

### Scope Management

Scope Management is primarily the responsibility of the CONTRACTOR Project Manager. The project team naturally plays a significant role in the management of scope and ultimately the success

of the project. Scope management of Teller projects is a well-defined project management discipline.

The Change Request process is initiated when CONTRACTOR and/or CLIENT determine that a change is required to the **scope** or **schedule** baseline current at the time the change is detected. It is clearly understood that the costs provided in this Statement of Work are to be considered fixed prices. CONTRACTOR acknowledges having completed sufficient due diligence to ensure that costing of the project is accurate and that the deliverables as provided in this Statement of Work will be met without increased costs to CLIENT. CLIENT acknowledges having completed sufficient due diligence in its review of the Proposal and the subsequent system demonstration to be reasonably confident that Teller meets its system requirements. Changes to the project scope, costs and schedule will be managed as follows:

- The CONTRACTOR Project Manager documents the change using the agreed-to Change Request form (see **Appendix B – Change Request**) and sends it to the CLIENT Project Manager.
- The CLIENT Project Manager with support from business champions, the steering committee and others, evaluates the change request for completeness and validity, suggesting changes as needed.
- The Change Request is returned to the CONTRACTOR Project Manager.
- CONTRACTOR will determine the feasibility of the Change Request, and if feasible estimate effort and cost, and document the impact to the project if the change were to proceed. The CONTRACTOR Project Manager then forwards the Change Request to the CLIENT Project Manager.
- The CLIENT Project Manager reviews the Change Request and if reasonable and complete, presents the Change Request to the Executive Sponsor for review. If approved, the Change Request form is signed and dated.
- If a statement of work or contract amendment is required, the CONTRACTOR Project Manager will forward these items to the CLIENT Project Manager.
- The CLIENT Project Manager signs the Change Request and sends the approved Change Request form and other documentation to the CONTRACTOR Project Manager who will acknowledge receipt via email. At this point, the project plan documentation is updated accordingly.
- In no event will a Change Request, other than a Change Request resulting from a CLIENT-revised business process, a new or modified requirement of CLIENT, or CLIENT failure to accurately document its requirements, be subject to a cost increase to CLIENT.

The change control mechanism for items to be removed from scope will follow the same mechanism as the addition of new scope.

### Location of Project Activities

CONTRACTOR will conduct project activities both onsite at the CLIENT offices and remotely from our offices. All activities that the CLIENT has primary responsibility for (such as testing) will be

conducted from the CLIENT's offices. CONTRACTOR strongly recommends that a project office/testing site be created within the CLIENT's offices for the duration of the project, in order to remove project team members from the distractions of their day-to-day activities in order to focus more completely on project activities.

Activities that CONTRACTOR envisions conducting onsite include:

- Project Kick Off Meetings
- Product Training
- Analysis
- End User Training
- Go Live Support

The following activities will be primarily conducted offsite:

- Project Planning
- System Modifications
- Installation of Hardware and Software
- User Acceptance Testing Support
- Training Preparation
- Implementation Planning

### Issues Management Plan

The following definitions, tools and processes will be followed to manage Issues that are identified during the Teller Project.

#### Definition of Issues

During the course of a project, there is the need to accurately record, proactively manage and communicate about issues. Issues typically fall into the following three broad categories:

- Administrative Issues
- Change Requests
- Defects

#### Administrative Issues

Administrative Issues are items that need to be dealt with in order for the project to continue in an orderly, well-managed way. These Issues are typically action items, information requests, disputes between project team members (Analysis feedback for instance) and so on that need decisions to be made at the proper level of authority, or that are going to require some time to resolve.

#### Defects

The definition of a Defect (see **POSSE One-Time Perpetual Software License Agreement** for all definitions) is:

“A development or configuration error that causes the System to crash, or program algorithms or logic that produces incorrect results when compared to the scope baseline. Defects pertain to the intended operation of the System as delivered to the CLIENT. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or non-conforming converted data. Defects do not pertain to problems arising from Third-Party Software interfaced to the system.”

Issues which are Defects are to be resolved as documented below.

### Change Requests

Issues that arise due to changing business processes, new and modified requirements and incorrectly documented requirements are considered Change Requests.

Issues that are due to the incorrect interpretation of requirements by CONTRACTOR or are concerns arising from the design that were identifiable by CONTRACTOR as a result of its due diligence process will not be Change Requests.

Issues designated as change requests will be managed as per the Scope Management section.

### Issue Tracking System

CONTRACTOR will supply a web-based Issue Tracking System for use in this project. This Issue Tracking System will be used to document and manage all project related issues. CONTRACTOR will provide training to CLIENT staff in the usage of the Issue Tracking System and the method for reporting issues prior to the need to use the system.

### Reporting Issues

The CONTRACTOR Project Manager will be the primary manager of all issues raised. All issues raised by the CLIENT are assigned to the CLIENT Project Manager for review prior to submission to CONTRACTOR. The CLIENT Project Manager will determine if the issue is valid, based on the scope baseline. The CLIENT Project Manager will assign valid administrative issues and change requests to CONTRACTOR for investigation and resolution.

All Issues will be submitted using the Issue Tracking System, noting the following:

- Description of the Issue
- Description of the new requirement (as needed)
- Initial severity assignment:
  - **Critical**—System enhancement required to support critical day-to-day operations.
  - **High**—System enhancement required to support critical business processes performed occasionally or sporadically (not day-to-day).
  - **Medium**—System enhancement required to support non-critical business processes performed at least monthly.

In general, any Issue that is considered “Critical” must be logged immediately and brought to the attention of the CONTRACTOR Project Manager. These will be given immediate attention by CONTRACTOR

CONTRACTOR will strive to respond to administrative issues and change requests according to the following schedule:

- Severity Critical—Within 2 business days of being reported
- Severity High—Within 3 business days of being reported
- Severity Medium—Within 5 business days of being reported

### Defect Reporting

All issues raised as defects are assigned to the CLIENT Project Manager for review prior to submission to CONTRACTOR. The CLIENT Project Manager will determine if the defect is valid, based on the scope baseline. If it is determined that the defect raised is not a valid defect as defined above, (i.e., it is determined that the System component is performing as specified), then the CLIENT will take no further action, other than to withdraw the defect and/or raise a change request. The CLIENT Project Manager will assign valid defects to CONTRACTOR for investigation and resolution.

All Defects will be submitted using the Issue Tracking system, noting the following:

- Description of the Defect
- The business scenario relevant to the Defect
- Description of the requirement that is not being met
- Description of the action taken that created the Defect
- Description of the expected results supporting information: screenshots, error messages received, test case information (e.g. License number and process name where error occurred)
- Initial severity assignment:
  - **Critical**—Stops testing in a critical area and there is no workaround.
  - **High**—Stops testing in a non-critical area and there is no workaround.
  - **Medium**—Workaround available, will allow testing to continue, but not ready for acceptance.

### Reporting Change Requests and Administrative Issues

Reporting of Issues that are not Defects (as per the definitions in the “Definition of Issue” section) will follow the same process as documented in the above section.

All non-defect Issues will be submitted using the Issue Tracking system, noting the following:

- Description of the Issue
- Description of the new requirement (as needed)
- Initial severity assignment:
  - **Critical**—System enhancement required to support critical day-to-day operations.
  - **High**—System enhancement required to support critical business processes performed occasionally or sporadically (not day-to-day).
  - **Medium**—System enhancement required to support non-critical business processes performed at least monthly.

### Resolving Defects

Defects will be added to a queue of other Defects, which is sorted by severity. Severity will be confirmed during regularly scheduled review meetings between CONTRACTOR and CLIENT Project Managers. Defects will be resolved in order of severity and prepared for testing or re-testing in the Test environment. Every effort will be made to assign the resolution of Defects to the original resource to ensure the context relevant to the Defect is understood. CONTRACTOR will strive to resolve Defects according to the following schedule:

- **Critical**—Within 1 business days of being reported
- **High**—Within 3 business days of being reported
- **Medium**—Within 5 business days of being reported

All Issues that have been determined to be Product Defects are given a priority value based on a number of factors. If the priority value is determined to be low, the Issue remains open until such a point that the priority value changes (e.g., due to clients reporting the same Issue and the Issue is fixed), or the Issue becomes a non-issue due to product changes.

Defect resolution follows the same quality assurance path as the original development. The project team's Issue Resolution test process involves unit testing of the fix by the developer, configuration (or code) review and cross-testing by a separate team member not involved in the development of the fix, testing in the context of a System test and, finally, confirmation that the fix is compiled in the release.

The CLIENT Project Manager and the CONTRACTOR Project Manager will coordinate the resolution and closure of Defects so that time is effectively used. As needed, the CLIENT Project Sponsor or the CLIENT Project Manager may discuss Defects with the Business Analyst and/or Technical Lead.

All Defects that are deemed "fixed" by a CLIENT tester as a result of testing will be closed by the CLIENT Project Manager. Defects that are not completely fixed will be sent back to Can/Am with supporting detail. They will remain "open" and will be subject to the same testing and approval process.

### Escalating Issues

The CLIENT Project Manager has ready access to the CONTRACTOR Project Manager for relating concerns about individual issues and the quality of the project in general. In addition, CLIENT Project Sponsor and CLIENT Project Manager have further recourse to the Computronix Operations Manager, VP of Operations, and ultimately to the Computronix President/CEO.

### Testing Time Frames

Once CONTRACTOR provides notice that all deliverables are ready for UAT, the CLIENT will work to complete UAT within 20 business days. This anticipated timeframe is required to fully and adequately test the system prior to implementation. This also assumes that the quality of the delivered system is high such that the number of reported defects is low and does not impact UAT progress.

In the event that critical defects are found and logged, the CLIENT's timeframe for UAT will be renegotiated and a new baseline set, based on expected timeframe for CONTRACTOR to resolve the defects.

### **Completing UAT**

Testing is considered completed when all documented test cases have been completed and all Defects with a severity of Critical, High, or Medium have been closed.

## Section 9.0 Project Schedule

---

Our proposed Project Schedule has been included in **Appendix E – Project Schedule**.

**Note:** CONTRACTOR strives to improve and communicate project goals during the Project Kick-off Phase of the effort. The CONTRACTOR will review this schedule in detail with CLIENT, before and during the Kick-off meeting, with the perspective to improve and fine-tune timelines and tasks based on possible greater efficiencies and/or alternate task dependencies.

## Section 10.0 Project and Payment Milestones and Payments

### Project and Payment Milestones

Payment Milestones for the Teller software, services and project have been identified in the table below. Payment for each phase will be due upon successful completion of that project phase as defined in the “Deliverable and Acceptance Criteria” of Section 4.0. Milestone payment months will be adjusted once an approved project timeline is completed.

#### Implementation #1

MILESTONE	ESTIMATED MONTH OF COMPLETION	PAYMENT AMOUNT
Product Licensing Upon Contract Signing	0	\$ 46,000.00
Phase 1: Planning*	1	\$ 20,741.00
Phase 2: Analysis & Design*	2	\$ 20,741.00
Phase 3: Implementation*	4	\$ 20,741.00
Phase 4: UAT and Training*	5	\$ 20,741.00
Phase 5: Go Live (due upon completion of implementation 1 Go Live)	6	\$ 14,642.00

#### Implementation #2

Note that start date for Implementation 2 will depend on successful completion of PACS API enhancements by True Automation.

MILESTONE	ESTIMATED MONTH OF COMPLETION	PAYMENT AMOUNT
Phase 2: Analysis & Design*	1	\$ 11,152.00
Phase 3: Implementation*	2	\$ 11,152.00
Phase 4: UAT and Training*	3	\$ 11,152.00
Phase 5: Go Live (due upon completion of implementation 2 Go Live)	4	\$ 5,905.00

All payments are due within 30 days of receipt of an invoice from CONTRACTOR.

\*All services payments subject to a 15% holdback, which has been applied in the Payment Amounts above. (See Section 2.24.4.5 of the Master Contract.) The 15% holdback will become due upon final project acceptance.

### On-site Trips

The following trips are anticipated to the CLIENT’s office in Vancouver, WA related to implementation of the CLIENT’s Project:

#### Implementation #1

Item No.	# of Trips	Reason for trip, role	Anticipated days on-site
1	1	Kick-off Meeting /Planning/Analysis	4
2	1	PACS Analysis	4
3	1	Training and UAT Support	3
4	1	Go-Live Support	3
<b>Total</b>			<b>14</b>

#### Implementation #2

Item No.	# of Trips	Reason for trip, role	Anticipated days on-site
1	1	Analysis	3
2	1	Training and UAT Support	3
<b>Total</b>			<b>6</b>

Section 11.0 Acceptance of Agreement

This Agreement, as part of the contract, comprises the entire and sole Statement of Work between Computronix (U.S.A.) Inc. and the CLIENT for the delivery of the project. No other understandings or agreements, verbal or otherwise, exist for the delivery of the project. Computronix (U.S.A.) Inc. and CLIENT agree not to change this Agreement except by written agreement.

Computronix (U.S.A.) Inc.

Clark County, WA



Signature



Signature

David den Otter

Name

MARK MCCAULEY

Name

VP Operations

Title

COUNTY MANAGER

Title

May 25/2016

Date

5/31/16

Date



Appendix A - Status Report

<b>Project Status Report</b> <date> to <date>		
CLIENT Project Manager		
CONTRACTOR Project Manager		
<b>1. Accomplishments</b> •		
<b>2. Status of Deliverables</b>		
<b>Deliverable</b>	<b>Against Schedule</b>	
<b>3. Changes to Project Scope</b> •		
<b>4. Management of Issues</b>		
<b>Key Outstanding Issues</b>	<b>Assigned to</b>	<b>Response / Due Date</b>
<b>5. Plans for Next Reporting Period</b> •		
<b>6. Risk Management</b>		
<b>Description</b>	<b>Assigned to</b>	<b>Response / Due Date</b>
<b>7. Action Items</b>		
<b>Description</b>	<b>Assigned to</b>	<b>Response / Due Date</b>

**Appendix B - Change Request**

<b>Project Change Request</b>			
<b>Requestor Name</b>		<b>CR Number</b>	<b>CR</b>
<b>Requestor Phone</b>		<b>Reference Number</b>	
<b>Date Created</b>		<b>Attachments</b>	
<b>Date Required</b>		<b>Priority</b>	Medium
<b>Description of proposed change</b>			
<b>Scope of Change</b>	<b>Task</b>	<b>Responsibility</b>	<b>Date</b>
	<b>Change Detail</b>	<b>Fixed Cost</b>	<b>T&amp;M Estimate</b>
<b>Implications and Notes</b>			
<b>Contract</b>	<b>Non-chargeable</b>		<b>Chargeable</b>
			<b>Time &amp; Materials Estimate</b>
			<b>Fixed Price Quotation</b>
	<b>Total Estimated Hours</b>		<b>Total Estimated</b>
	<b>Proceed</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
	<b>Date</b>		
	<b>CLIENT Approval, Signature, and Date</b>		
	<b>Computronix Approval, Signature, and Date</b>		
<b>Project Plan Documents Require Updating</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>		

## Appendix C – Deliverable Acceptance Form

---

### Deliverable Acceptance Form

**Project Name:** Joint Lobby Cashiering Project

**Deliverable:** <Deliverable Name>

**Completion Date:** <Date>

---

#### Disposition of Deliverable:

Accept deliverable without modification.

Reject deliverable, resolution of attached issues required, re-submit for approval.

---

#### Comments and Notes

<Enter Comments/Notes here>

---

#### Deliverable Acceptance

This document serves to formally indicate that <Deliverable Name> is now complete. By signing this form, Clark County, WA agrees that Computronix has completed the deliverable as described.

#### Project Sponsor

Name	Signature	Date Signed

#### IT Project Manager

Name	Signature	Date Signed

## Appendix D - Project Acceptance Form

### Final Project Acceptance Form

**Project Name:** Joint Lobby Cashiering Project

**Project Completion Date:**

#### Project Overview

#### Deliverables Produced

Project Deliverable	Acceptance Criteria	Acceptance Date

#### Work Packages Completed

Name	Date Completed	Comments

#### Project Acceptance

This document serves to formally indicate that the Joint Lobby Cashiering Project is now complete. By signing this form Clark County, WA agrees that Computronix has fulfilled its project obligations as documented in the contracts.

#### Steering Committee

Name	Signature	Date Signed

#### Project Manager

Name	Signature	Date Signed

## Appendix E – Project Schedule

\*Note: The project schedule is subject to change based on scope discussions/finalization

### Implementation #1

Task Name	Duration	Estimated Months
<b>Joint Lobby Cashiering Project</b>	<b>94 days</b>	
<b>Phase 1 – Plan/Initiate</b>	<b>5 days</b>	<b>Month 1</b>
Project Kickoff	1 day	
Project Planning	4 days	
<b>Phase 2 – Analysis &amp; Design</b>	<b>17 days</b>	<b>Month 1</b>
On-site analysis sessions	6 days	
Interface Specification and GAP Documentation	6 days	
Completion of Teller Implementation Plan	5 days	
<b>Phase 3 – Implementation</b>	<b>51 days</b>	<b>Month 2-4</b>
Development of Oracle Interface	8 days	
Development of Eagle Interface	15 days	
Development of Item Templates	5 days	
Development of New Item Type on Payment	5 days	
Development of Tax Handling on Payment	5 days	
Teller Configuration	3 days	
System Test	5 days	
Environment setup and deployment	5 days	
<b>Phase 4 – UAT and Training</b>	<b>21 days</b>	<b>Month 5</b>
Training Preparation	2 days	
On-site Training/Mentoring	4 days	
User Acceptance Testing	15 days	
<b>Phase 5 – Go-Live</b>	<b>3 days</b>	<b>Month 6</b>

### Implementation #2

Task Name	Duration	Estimated Months
<b>PACS Integration Project</b>	<b>41 days</b>	
<b>Phase 2 – Analysis &amp; Design</b>	<b>6 days</b>	<b>Month 1</b>
On-site analysis sessions	3 days	

Analysis Follow up and documentation	3 days	
<b>Phase 3 – Implementation</b>	<b>27 days</b>	<b>Month 2</b>
Development of PACS Interface	10 days	
Development of Paymentus Interface	4 days	
Development of Excise Interface	4 days	
Teller Configuration	2 days	
System Testing	5 days	
Environment updates and deployment	2 days	
<b>Phase 4 – UAT and Training</b>	<b>18 days</b>	<b>Months 3</b>
Training Preparation	1 day	
On-site Training	3 days	
User Acceptance Testing	15 days	
<b>Phase 5 – Go-Live</b>	<b>3 days</b>	<b>Month 4</b>



**Exhibit D: POSSE  
One-Time Perpetual Software License Agreement**

Made in duplicate on May 31, 2016

Between:

**Clark County, Washington  
("County")**

and

**Computronix (U.S.A.), Inc. ("Contractor")**



**COMPUTRONIX®**

## 1. **DEFINITIONS**

- 1.1 **Add-On Module** – additional functionality that extends core POSSE features. Add-On Modules may be added to POSSE to permit additional functionality. Each Add-On Module is fully supported and has its own release cycle separate from the POSSE product release cycle. Examples of Add-On Modules include Teller for POSSE, POSSE Dashboard, POSSE GIS, POSSE Archival Document Database, POSSE Mobile and POSSE SDE Listener.
- 1.2 **Agent** – another party (e.g. a private inspection or enforcement agency) under contract to County and authorized by County to act on its behalf to use POSSE in delivering services within the legal jurisdictional boundaries of County. Agents authorized by County must agree in writing to County to adhere to all terms and conditions of this Agreement
- 1.3 **Agreement** – this document and all schedules attached or incorporated by reference, and any subsequent addenda or amendments made in accordance with the provisions hereof.
- 1.4 **Business Module** - a pre-existing set of Configurations that extends POSSE by providing functionality specific to a business area. Examples of Business Modules include POSSE ABC – Licensing, POSSE ABC – Enforcement, POSSE LMS – Business & Professional Licensing, POSSE LMS – Permitting & Inspections, etc.
- 1.5 **County** – Clark County, Washington, the only legal entity (together with licensed Named Users, Agents, and External Users) hereby licensed to use POSSE and optional POSSE Business Modules and/or POSSE Add-on Modules as identified in Section 2.1 of this Agreement in processing transactions in relation to services provided by County within its legal jurisdictional boundaries.
- 1.6 **Configuration** – all work required to configure data definitions and/or process definitions to reflect the business rules, workflow, security and data requirements of County, together with the resulting set of configured POSSE business processes. For greater certainty, Configuration includes both basic Configuration using the POSSE Stage point and click subsystem, as well as advanced Configuration using PL/SQL, .NET and/or Python code to enable advanced POSSE capabilities.
- 1.7 **Defect** - a program error that will materially impair the functionality of Posse or cause POSSE to crash, or program algorithms or logic that produce incorrect results. Defects pertain to the intended operation of POSSE as delivered to County, but do not pertain to subsequent errors brought about by Infrastructure changes made by County or any other Third-Party. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or validity of converted data. Defects do not pertain to problems arising from Third-Party Software interfaced to POSSE unless the Third-Party Software is supplied by the Contractor, or to problems arising from POSSE Configurations not developed by Contractor.
- 1.8 **Enhancement** - any work requested by County to alter existing POSSE features, or to add any new features or functions to POSSE software.
- 1.9 **External User** - an individual external to County and served by County who is provided access to the POSSE Production Database via the Internet. External Users are typically customers of County.

- 1.10 Infrastructure – the physical wiring, network, hardware and software necessary to deploy and operate POSSE. Infrastructure also includes any workstation/notebook hardware and software, web or applications servers, wireless service providers, and other peripheral hardware or software used by POSSE, including Third-Party Software.
- 1.11 Intellectual Property – property that derives from the work of the mind or intellect, specifically, an idea, invention, trade secret, process, program, data, formula, patent, copyright, or trademark or application, right, or registration. Intellectual Property includes: a) POSSE pre-existing software, , or pre-existing software Configurations (including reports) of Contractor; b) Contractor methodologies, processes, tools, and general knowledge of the matters under consideration; and c) any pre-existing material provided by CONTRACTOR under separate license.
- 1.12 Named User - an individual internal to County or representing County or an Agent who has access to the POSSE Production Database. A Named User can access the POSSE Production Database from any workstation on County's network or intranet, or via POSSE Mobile, or via the Internet.
- 1.13 POSSE® – refers to a modular, one-stop business process management system that combines configurable workflow, desktop mapping, electronic documents, Internet access, and remote computing technologies into a single, integrated multi-media database. POSSE includes “toolbox” stored procedures and documentation that comes with the POSSE software.
- 1.14 Production Database – a single, named Oracle database used in production for POSSE at County site or at the Contractor hosted site.
- 1.15 Release – any version, point, or maintenance release to POSSE issued by Contractor.
- 1.16 Site-Specific Configuration – any software deliverables, including but not limited to Configuration, reports, interfaces, data conversion scripts, and custom code, developed solely and specifically for County.
- 1.17 Source Code – Any and all program code or database definitions developed by Contractor using a formal programming language and used by POSSE software.
- 1.18 Startup - the date that POSSE is first used in production at County for business purposes.
- 1.19 Statement of Work (SOW) – a document that describes the implementation services, software products, and other deliverables to be provided by Contractor (including its subcontractors if applicable) to County.
- 1.20 Third-Party – a person, corporation, organization or entity other than County or Contractor.
- 1.21 Third-Party Software – any identifiable product embedded in and/or linked to POSSE software at County's site, but to which the proprietary rights belong to an independent Third-Party.
- 1.22 Contractor – Computronix (U.S.A.), Inc., incorporated in the State of Colorado, with offices located in Lakewood, Colorado, U.S.A.

## **2. SCOPE OF AGREEMENT**

2.1 By this Agreement, Contractor agrees to provide County with a single one-time perpetual POSSE Enterprise License including the optional POSSE Add-On Modules and/or Business Modules identified in Attachment A.

The current Release of POSSE software will be provided to County. This Release will only be provided in compiled form and consists of executable code, database schemas, and documentation and/or online help.

### 3. GRANT OF LICENSE

- 3.1 This Agreement provides County with a non-exclusive, perpetual, irrevocable license to use, access and operate all software components of POSSE as identified in Section 2 of this Agreement, as well as a non-exclusive and irrevocable license to use additional purchased POSSE Named User and/or Production Database licenses, upon payment by County of POSSE license fees and subject to the terms and conditions set out in this Agreement
- 3.2 County is permitted to establish any number of development, testing or training POSSE databases, plus one (1) POSSE Production Database at County site or at Contractor approved hosting site. County is also entitled to make back-up copies of POSSE for use in accordance with the provisions of this Agreement.
- 3.3 County is permitted to use POSSE only for processing transactions in relation to services provided by County within its legal jurisdictional boundaries. County may not use POSSE to process transactions for another jurisdiction.
- 3.4 County may reproduce the software and documentation and any web-based or computer-based training materials for their own internal use, if applicable, provided that each copy thereby produced shall be marked with the Contractor's proprietary markings as delivered to the County.

### 4. LICENSE FEES

- 4.1 For the one-time perpetual license, County agrees to pay Contractor a one-time license fee for license rights to POSSE identified in Attachment A of this Agreement. Unless otherwise agreed to by Contractor in the Statement of Work, all POSSE license fees are payable upon signing of this Agreement.
- 4.2 County can establish additional POSSE Production Databases for a one-time perpetual license fee of **\$80,000** for each additional Production Database. Additional POSSE Production Databases will be subject to the same terms and conditions as the primary Production Database, as described in Sections 3.1 and 3.2 of this Agreement.
- 4.3 Additional Teller for POSSE workstation licenses are available based on the following license fees per workstation:

Number of Workstations	Fee per Workstation
1 - 20	\$1000

21 – 50	\$800
51+	\$600

Workstation licenses are cumulative (e.g. the pricing for 21-50 only applies to the incremental workstations above 20; the pricing is not retroactive to the first workstation). The number of licensed Teller for POSSE workstations is subject to a semi-annual confirmation by Contractor.

Contractor License costs will not increase for the first five (5) years of the contract. In year six (6), the Contractor may increase the license cost a maximum amount not to exceed the five (5) year compounded Consumer Price Index (CPI). Contractor shall not charge a greater amount than charged to new customers with similar duration contracts.

- 4.4 The one-time perpetual license fee does not include Infrastructure or Contractor - managed hosting services or POSSE Configuration modifications or Enhancements. Contractor may provide these for additional cost under separate agreement.
- 4.5 License and all other fees quoted in this Agreement exclude any applicable federal, state, local, or sales taxes. County agrees to remit payment to Contractor within 30 calendar days of receipt of the invoice.

**5. SOURCE CODE**

- 5.1 This license will provide County with run-time (compiled code) only capability for POSSE as described in Attachment A of this Agreement.
- 5.2 A copy of Teller for POSSE Source Code will be held in escrow for County by InnovaSafe, Inc. of Valencia, California at no cost to County. The source code held in escrow will be refreshed at a minimum of two times per year.
- 5.3 Source code (metadata) to Site-Specific Configurations, PL/SQL, reports, and specialized code developed specifically for County will be installed at County site if the County is self-hosting, otherwise, it will be stored at the Contractor hosted site.
- 5.4 Upon release of the source code pursuant to the Escrow Agreement, the County shall have the additional right to modify the source code. The rights provided for in this Contract are in addition to those granted to the County as licensee.

**6. OWNERSHIP OF SOFTWARE AND DATA**

- 6.1 Contractor has exclusive licensing and distribution rights for POSSE software (Copyright © 1997 – 2014, all rights reserved), including POSSE; POSSE LMS, POSSE ABC, POSSE Add-On Modules and POSSE Business Modules, within the United States of America. To the knowledge of Contractor, having made reasonable commercial attempts, POSSE software does not infringe on any copyrights, trademarks, or patents. County will not remove any ownership or copyright notices from POSSE software or documentation. Reproduction, disassembly, decompilation, transfer, reverse engineering, or disclosure to others, in whole or in part, of POSSE is strictly prohibited.
- 6.2 Contractor is, and will remain, the exclusive owner, or is the authorized agent of the owner

of POSSE proprietary information, and all patent, copyright, trade secret, trademark, and other Intellectual Property rights remain solely with Contractor. No license or conveyance of any such rights to County is granted or implied under this Agreement.

- 6.3** Contractor will retain ownership of the Intellectual Property associated with Enhancements, Business Modules, and Add-On Modules developed by Contractor for County.
- 6.4** County is deemed to own any Site-Specific Configuration for their POSSE installation. County grants Contractor a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, sublicense, modify, and sell the Site-Specific Configuration developed pursuant to this Agreement without compensation to County.
- 6.5** County may not sell, rent, lease, give, distribute, assign, pledge, sublicense, loan, timeshare, or otherwise transfer POSSE software to any other party. County will not copy, resell or give POSSE Configurations or documentation to any other party. County agrees not to distribute POSSE as part of any other software product, commercial or otherwise, without the prior written approval of Contractor.
- 6.6** County will retain sole and complete ownership of its data at all times, regardless of the location of the data, and Contractor may not make any use of County data other than for testing purposes, without the prior written consent of County.
- 6.7** Credit for Technology Migration:
- a) The County shall have the right, but not the obligation, to retire any existing software in connection with a technology migration.
  - b) If the County licenses software for installation on a particular hardware platform, and such software is available on multiple hardware platforms, and if the County elects to migrate to another hardware platform, the County will notify Contractor of the County's intent to migrate such software. Contractor will assist the County with this migration but will charge for their services at the then current Contractor rates. Contractor shall promptly deliver to the County a version of such software appropriate to the platform to which the County wishes to migrate and the County will cease to use software licensed on the initial platform and either (a) return such software and documentation therefore to Contractor; or (b) certify destruction of such software and documentation, as may be mutually agreed to by Contractor and the County, except that the County may retain one back-up copy for archive purposes.
  - c) Use any software/product customized or developed by Contractor for the County under this Contract shall not require return of such software/product to Contractor by the County. Contractor shall gain no right whatsoever in any such software/product due to the County's cessation of use.
- 6.8** Substitution of Software at No Charge: In the event that Contractor ceases to provide maintenance for any standard software within two years of final acceptance of that software, Contractor shall substitute functionally similar new software, which shall conform in all aspects to the acceptance criteria and shall in no way degrade performance or functionality of the system, at no additional cost to the County.

## **7. CONFIDENTIAL AND PROPRIETARY INFORMATION**

- 7.1** Each party will hold in confidence, and will not disclose to any unauthorized personnel, any confidential or proprietary information of the other party. Each party will use such confidential or proprietary information only for the purpose for which it was disclosed.
- 7.2** As used in this Agreement, the term “confidential or proprietary information” means all trade secrets or proprietary information designated as such in writing by one party to the other. All software code in source or object format shall be deemed to be proprietary information whether it is marked as such or not. Information which is orally or visually disclosed by one party to the other, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, will constitute proprietary information of the releasing party if:
- a) it would be apparent to a reasonable person, familiar with the business of the releasing party and the industry in which it operates, that such information is of a confidential or proprietary nature; or
  - b) The releasing party, within thirty (30) calendar days after such disclosure, delivers to the receiving party a written document describing such information and referencing the place and date of such oral, visual, or written disclosure, and the names of receiving party personnel to whom such disclosure was made.
- 7.3** Each party will only disclose confidential or proprietary information received by it under this Agreement to personnel who have a need to know such confidential or proprietary information for the performance of its duties and who are bound by an agreement to protect the confidentiality of such confidential or proprietary information.
- 7.4** Each party will adopt and maintain programs and procedures which are reasonably calculated to protect confidential or proprietary information, and will be responsible to the other party for any disclosure or misuse of confidential or proprietary information which results from a failure to comply with this provision. Each party will promptly report to the other party any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the offended party to prevent, control, or remedy any such violation.
- 7.5** The obligations of each party specified above will not apply with respect to any confidential or proprietary information, if the receiving party can demonstrate, by reasonable evidence, that such confidential or proprietary information:
- a) was generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the receiving party;
  - b) was already in the possession of the receiving party at the time of disclosure;
  - c) becomes known to the receiving party through disclosure by sources having the legal right to disclose such confidential information;
  - d) was independently developed by the receiving party without reference to, or reliance upon, the confidential information; or
  - e) was required to be disclosed by the receiving party to comply with applicable laws or governmental regulations, provided that the receiving party provides prompt written notice of such disclosure to the offended party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.
- 7.6** If County is subject to freedom of information legislation Contractor agrees to adhere to the standards outlined in such legislation regarding protection of privacy and disclosure of records with respect to all work done for County pursuant to this Agreement.

7.7 Upon termination of this Agreement, each party will make all reasonable efforts to return to the other party all tangible manifestations, and all copies thereof, of confidential or proprietary information received by the other party under this Agreement, if requested to do so by the disclosing party.

## 8. **LIMITATIONS OF LIABILITY AND INDEMNITY**

8.1 Infringement Indemnity: Contractor shall, at its own expense, hold harmless, indemnify, and defend the County, its directors, officers, employees, agents and affiliates from and against any and all claims, demands, damages, liabilities, losses, and expenses (including reasonable attorney fees, whether or not at trial and/or on appeal), arising out of or in connection with any actual or alleged violation or infringement by the software of any proprietary right of any person whosoever, including any copyright, patent, trade name, trademark, or misappropriation of the trade secrets of any third party. The County agrees to notify Contractor of the claim and gives Contractor sole control of the defense of the claim and negotiations for its settlement or compromise. No settlement that prevents the County's continuing use of the software shall be made without the County's prior written consent.

If any third party claim causes the County's use of the software to be endangered, restricted or disrupted, Contractor shall (a) cause the software to be replaced, at no additional charge, with a compatible functionally equivalent and non-infringing product; (b) cause the software to be modified to avoid the infringement; (c) obtain a license for the County to continue using the software and pay any additional fee required for such license; or (d) if, after Contractor uses all due diligence or standard of care none of the foregoing alternatives is possible, Contractor will terminate the license and refund to the County license fees actually paid by the County and any direct damages documented by County for the affected software and documentation.

## 9. **SUCCESSION**

9.1 This Agreement will be binding on the legal successors or representatives of Contractor and County. It will also be binding on any party that receives licensing and distribution rights to POSSE from Contractor.

9.2 Any rights granted to either party under this Agreement may not be assigned by that party, or the successor to that party, without the prior written approval of the other party, which will not be unreasonably withheld.

## 10. **NOTICES**

10.1 All notices and communications that either party desires or is required to give to the other party should be delivered to the following:

For Contractor:

Computronix (U.S.A.), Inc.  
Suite 510, 3900 S Wadsworth Blvd.  
Lakewood, Colorado 80235

For County:

Anthony Glenn, Project Manager  
1300 Franklin Street,  
Vancouver, WA 98660

Attention: Operations Manager

**Attachment A – Licensed Software**

License and all other fees quoted in this Agreement are in US dollars and exclude any applicable taxes.

<b>Module</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
Teller base system license	1	\$25,000	\$25,000
Teller Workstations Licenses (pricing for first 20 workstations; incremental to Community Development Teller workstation licenses)	11	\$1,000	\$11,000
Harris PACS interface license	1	\$7,500	\$7,500
Tyler Eagle interface license	1	\$7,500	\$7,500
Oracle R12 interface license	1	\$7,500	\$7,500
Harris PACS Excise interface license	1	\$7,500	\$7,500
Paymentus Credit interface license	1	\$5,000	\$5,000
Credit for existing Teller base system license already purchased by Community Development	(1)	\$25,000	(\$25,000)
		<b>Total License Fees</b>	<b>\$46,000</b>



**Exhibit E: Annual Product Support  
Agreement for POSSE Clients**

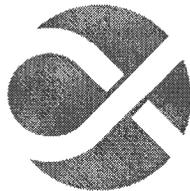
Made in duplicate on May 31, 2016

Between:

**Clark County, Washington ("County")**

And

**Computronix (U.S.A.), Inc.  
("Contractor")**



**COMPUTRONIX®**



## 1. **DEFINITIONS**

- 1.1 **Add-On Module** – additional functionality that extends core POSSE features. Add-On Modules may be added to POSSE to permit additional functionality. Each Add-On Module is fully supported and has its own release cycle separate from the POSSE product release cycle. Examples of Add-On Modules include Teller for POSSE, POSSE Dashboard; POSSE GIS, POSSE Archival Document Database, POSSE Mobile and POSSE SDE Listener.
- 1.2 **Agent** – another party (e.g. a private inspection or enforcement agency) under contract to County and authorized by County to act on its behalf to use POSSE in delivering services within the legal jurisdictional boundaries of County. Agents authorized by County must agree in writing to County to adhere to all terms and conditions of this Agreement
- 1.3 **Agreement** – this document and all schedules attached or incorporated by reference, and any subsequent addendums or amendments made in accordance with the provisions hereof.
- 1.4 **Annual Support Services Fee** – the annual fee payable by County to Contractor for the support services provided by the Contractor under Section 3 of this Agreement.
- 1.5 **Business Module** - a pre-existing set of Configurations that extends POSSE by providing functionality specific to a business area. Examples of Business Modules include POSSE ABC – Licensing, POSSE ABC – Enforcement, POSSE LMS – Business & Professional Licensing, POSSE LMS – Permitting & Inspections, etc.
- 1.6 **County** – Clark County, Washington the only legal entity (together with licensed Named Users, Agents, and External Users) hereby licensed to use POSSE Modules and/or POSSE Add-On Modules as identified in Section 2.1 of the County’s Software License Agreement in processing transactions in relation to services provided by County within its legal jurisdictional boundaries.
- 1.7 **Configuration** – all work required to configure data definitions and/or process definitions to reflect the business rules, workflow, security and data requirements of County, together with the resulting set of configured POSSE business processes. For greater certainty, Configuration includes both basic Configuration using the POSSE Stage point and click subsystem, as well as advanced Configuration using PL/SQL, .NET and/or Python code to enable advanced POSSE capabilities.
- 1.8 **Cumulative License Fee** – the amount upon which the Annual Support Agreement fee is based. The Cumulative License Fee is the sum of all license fees paid for POSSE (including Add-On Modules and Business Modules), secondary POSSE Production Databases, and all Named User licenses purchased by County, even if those Modules and/or Named User licenses are not in active use.
- 1.9 **Defect** - a program error that will cause POSSE to crash or materially impair the function of the program, or program algorithms or logic that produce incorrect results. Defects pertain to the intended operation of POSSE as delivered to County, but do not pertain to subsequent errors brought about by Infrastructure changes made by County or any other Third-Party. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or validity of converted data. Defects do not pertain to

problems arising from Third-Party Software interfaced to POSSE unless the Third-Party Software is supplied by the Contractor, or to problems arising from POSSE Configurations not developed by Contractor.

- 1.10** Enhancement - any work requested by County to alter existing POSSE features, or to add any new features or functions to POSSE software.
- 1.11** External User - an individual external to County and served by County who is provided access to the POSSE Production Database via the Internet. External Users are typically customers of County.
- 1.12** Infrastructure – the physical wiring, network, hardware and software necessary to deploy and operate POSSE. Infrastructure also includes any workstation/notebook hardware and software, web or applications servers, wireless service providers, and other peripheral hardware or software used by POSSE, including Third-Party Software.
- 1.13** Intellectual Property – property that derives from the work of the mind or intellect, specifically, an idea, invention, trade secret, process, program, data, formula, patent, copyright, or trademark or application, right, or registration. Intellectual Property includes:
- a) POSSE pre-existing software, or pre-existing software Configurations (including reports) of Contractor;
  - b) Contractor methodologies, processes, tools, and general knowledge of the matters under consideration; and
  - c) any pre-existing material provided by Contractor under separate license.
- 1.14** Module – a functional subset of POSSE software. Core POSSE Modules are: Workflow, Internet (may also be referred to as “Outrider”), Process Server, Data Integration and Reporting Warehouse (may also be referred to as “Corral”).
- 1.15** Named User - an individual internal to County or representing County or an Agent who has access to the POSSE Production Database. A Named User can access the POSSE Production Database from any workstation on County's network or intranet, or via POSSE Mobile, or via the Internet.
- 1.16** POSSE® – refers to a modular, one-stop business process management system that combines configurable workflow, desktop mapping, electronic documents, Internet access, and remote computing technologies into a single, integrated multi-media database. POSSE includes stored procedures and documentation that comes with the POSSE software.
- 1.17** POSSE Alcoholic Beverage Control System (may also be referred to as “POSSE ABC”) – A functioning, commercially available “out of the box” system that utilizes pre-existing Configurations, reports and/or other Add-On Modules operating within POSSE software. All POSSE ABC Configurations and reports are considered Contractor Intellectual Property.
- 1.18** POSSE Annual Product Support Agreement – the document (i.e., this Agreement) which provides the terms and conditions under which Contractor support services for POSSE are provided.

- 1.19 POSSE Land Management System (may also be referred to as "POSSE LMS") – A functioning, commercially available "out of the box" system that utilizes pre-existing Configurations, reports and/or other Add-On Modules operating within POSSE software. All POSSE LMS Configurations and reports are considered Contractor Intellectual Property.
- 1.20 Production Database – a single, named Oracle database used in production for POSSE at County site or at Contractor hosted site.
- 1.21 Release – any version, point, or maintenance release to POSSE issued by Contractor.
- 1.22 Site-Specific Configuration – any software deliverables, including but not limited to Configuration, reports, interfaces, data conversion scripts, and custom code, developed solely and specifically for County.
- 1.23 Source Code – Any and all program code or database definitions developed by Contractor using a formal programming language and used by POSSE software.
- 1.24 Startup - the date that POSSE is first used in production at County for business purposes.
- 1.25 Statement of Work (SOW) – a document that describes the implementation services, software products, and other deliverables to be provided by Contractor (including its subcontractors if applicable) to County. See Exhibit C in the Master Contract.
- 1.26 Third-Party – a person, corporation, organization or entity other than County or Contractor.
- 1.27 Third-Party Software – any identifiable product embedded in and/or linked to POSSE software at County's site, but to which the proprietary rights belong to an independent Third-Party.
- 1.28 Contractor – Computronix (U.S.A.), Inc., incorporated in the State of Colorado, with offices located in Lakewood, Colorado, U.S.A.

## 2. TERM OF AGREEMENT

- 2.1 This Agreement will begin and remain in effect for a period of five (5) years. It will begin at the Startup of POSSE and be renewed annually upon payment by County of the Annual Support Services Fee, unless otherwise revised or terminated under the provisions of this Agreement.
- 2.2 County may elect to terminate annual support services described in this Agreement at any time, at its sole discretion, by providing 60 calendar days advance written notice to Contractor. In the event that County terminates annual support services and wishes to reactivate annual support services at a future date, all Annual Support Services Fees back to the date of termination will be payable before annual support services are reactivated.

## 3. Contractor SUPPORT SERVICES

- 3.1 Contractor agrees, during the term of this Agreement, to provide POSSE services in a

timely and professional manner. Under the terms of this Agreement, and provided that this Agreement is in effect and County has paid its Annual Support Services Fee, Contractor will provide software support services described in this Agreement to County.

**3.2** For the Annual Support Services Fee paid by County, Contractor will provide unlimited technical support for County's POSSE support personnel described in Section 4.3 of this Agreement. Support pertains to POSSE, POSSE LMS, POSSE ABC, Business Modules and/or POSSE Add-On Modules (if licensed), and Embedded Sybase ASA (if licensed).

**3.3** When County submits a support request through the POSSE Support Web site (<http://posse.computronix.com>) during normal Computronix business hours for support, as specified in Section 3.6 of this Agreement, Contractor and County together will categorize and set target resolution timeframes. The targeted resolution timeframe will be established once the initial triage and investigation is concluded, and the issue can be replicated. The target resolution timeframe will be recorded in the Contractor's support system so that it can be reported against. The Contractor's support staff shall respond to a ticket within the times specified below. Response times will be measured from the time a County submits a ticket. The Contractor will escalate as appropriate, the support request according to the following criteria:

Severity	Definition	Response Time	Targeted Resolution Time*	Response Process
<b>Critical (Level 1)</b>	<ul style="list-style-type: none"> <li>County site is down.</li> <li>Major impact to operations of County site.</li> </ul>	< 15 min		<ul style="list-style-type: none"> <li>Immediate and ongoing effort, with continuous reporting to County until a work-around or fix has been provided. A work-around is acceptable as an interim solution pending resolution of the issue.</li> <li>Root cause failure report on all tickets classified as critical will be provided to County within 48 hours of the incident</li> </ul>
<b>High (Level 2)</b>	<ul style="list-style-type: none"> <li>Major impairment of at least one important function at County site.</li> <li>Operations at County site are impacted.</li> <li>All important County functions are working albeit with extra work.</li> </ul>	< 1 hour		<ul style="list-style-type: none"> <li>Proceed with fix as high priority work with reporting to County at least once daily until a work-around or fix has been provided. A work-around is acceptable as an interim solution pending resolution of the issue.</li> </ul>
<b>Medium (Level 3)</b>	<ul style="list-style-type: none"> <li>County Operations not significantly impacted.</li> <li>One or more minor County functions not working.</li> <li>Major usability irritations impacting many staff at County.</li> </ul>	< 4 hours		<ul style="list-style-type: none"> <li>Proceed with fix as medium priority work, according to schedule set by both Contractor and County.</li> </ul>

Severity	Definition	Response Time	Targeted Resolution Time*	Response Process
<b>Low (Level 4)</b>	<ul style="list-style-type: none"> <li>Minor usability irritations impacting many staff at County.</li> <li>Work-around exists</li> </ul>	< 2 working days	N/A	<ul style="list-style-type: none"> <li>Proceed with fix as low priority work.</li> </ul>

\* Targeted Resolution Time includes the time to either provide a solution to the issue, or to identify a workaround acceptable to the County.

**a) Service Level Reporting**

- Contractor will provide County an annual report that will show the following for both response times and resolution times by severity level:
  - Total # Tickets
  - # Tickets that met SLA Response/Resolution Time
  - # Tickets that did not meet SLA Response/Resolution Time
- Contractor will set up an annual call with County to review the above reports

**b) Key Performance Indicator (KPI) Measurements**

Key Performance Indicator	Measurement	Standard
Response Timeframe	Percentage of time a response was received from the Contractor within the allocated timeframe	90%
Resolution Timeframe	Percentage of time a ticket was closed within the allocated timeframe including defects	90%
Quality	Percentage of time a ticket was reopened or a new ticket was opened and linked to the original ticket because the original issue was not resolved	10%

Annually, all Critical and High tickets will be evaluated against the above KPIs based on:

# of Tickets that did not meet the above KPIs (Critical/High Only)	% of Annual Maintenance and Support Fee Refunded to County
<=2	0%
3-5	10%
6-8	20%
>8	30%

**3.4** The Annual Support Service Fee does NOT include technical support for Site-Specific

Configurations and Third-Party Software not embedded within POSSE, such as operating system software and Microsoft Office products. It will cover Third-Party software that was provided by the Contractor as part of the County's implementation. Technical support for POSSE related hardware that may be used by County, including field inspection notebook computers, digital cameras, scanners, printers, digital signature pads, and other hardware peripherals is NOT included as Third - Party hardware. The County is responsible for these components.

- 3.5** Contractor will not begin charging County for support until Contractor demonstrates to County that the source of the problem is not related to a POSSE Defect and County has authorized work to resolve the issue. Time will be not charged to County for POSSE Defects reported to Contractor.
- 3.6** The POSSE Support Web site (<http://posse.computronix.com>) will be available 24 x 7 for submitting County support requests. The POSSE support desk will be staffed from 7:00 AM – 5:00 PM (Pacific Time), Monday through Friday, excluding Alberta statutory holidays. Extended hours of coverage or on-call coverage outside of these working hours can be provided at additional rates to be negotiated between the Parties. The support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the system and with the County's applicable configuration. Telephone support and all communications will be delivered in understandable English.
- 3.7** Contractor will provide notice of all new POSSE software Releases or releases to an Add-on Module to County and will provide a new POSSE software Release or Add-on Module release to County. A new Release may include POSSE executable code, Release notes, updated documentation and/or online help, and database conversion routines, as needed. Contractor will retain full ownership rights to any POSSE software Release or Add-on Module release delivered to County. If requested by County, Contractor may provide services to implement a new POSSE Release or Add-on Module release under the terms and conditions contained in Section 5 AVAILABLE Contractor PROFESSIONAL SERVICES and Section 6 SERVICE AND SUPPORT FEES, TERMS AND CONDITIONS.
- 3.8** Unless otherwise specified, POSSE product warranty and support will be conducted at, and deployed from, Contractor offices. Travel and living expenses to provide on-site services deemed by Computronix as required to repair a POSSE Defect will not be charged to County.
- 3.9** County may request that Contractor add new features or functions to POSSE software and provide such Enhancements for use by County. Contractor reserves the right of final approval for all Enhancements requested. Contractor will retain ownership of the Intellectual Property associated with Enhancements developed by Contractor and provided for use by County.
- 3.10** In the event that Contractor has sold Third Party licenses to the County, Contractor will be responsible for researching and diagnosing the issue and, if proven to be a POSSE product issue, for fixing it, or if proven to be a Third Party product issue, for submitting the issue to the Third Party Contractor.
- 3.11** In the event POSSE software is upgraded, modified, or enhanced, including interim updates, block releases, patches or fixes of major or minor bugs, Contractor shall provide online/phone support for upgrades, updates, changes, enhancements, or fixes to the

County at current Contractor rate. The County will not accept new releases/upgrades until the Contractor performs rigorous quality assurance testing, there are no known errors and the product is available for general release.

- 3.12 Contractor shall provide the necessary resources to accommodate system updates needed to meet mandated changes to Federal, State and Local laws. Such resources will be provided to the County at current Contractor rates. These system updates shall be completed in a mutually agreed upon timeframe.

#### 4. **County OBLIGATIONS AND RESPONSIBILITIES**

Unless otherwise stated in a separate agreement between the parties or in a Schedule of this Agreement, the following tasks will be the sole responsibility of County:

- 4.1 **Infrastructure Support** –The County is responsible for installing, testing, and supporting its Infrastructure, and for ensuring a stable operating environment documented as compatible with POSSE software. County is responsible to ensure that maintenance and support is contracted with applicable Third-Party hardware and software contractors. Responsibilities include: maintaining current virus protection software and installing all “critical” operating system upgrades; managing Third-Party Software products on infrastructure not related to POSSE that may interfere with the operation of POSSE; managing the local Internet Service Provider (ISP) providing County its Internet connection and/or its wireless service; managing its own networks; and implementing its own security policies and procedures.
- 4.2 **Synchronization Access** – County is responsible for providing its field inspection staff the ability to connect to the Internet and perform web-based synchronization with the POSSE database server. POSSE system users should synchronize their field inspection notebooks/tablets/PDAs with the POSSE database server using a high speed (greater than 128 kbps), secured (https) broadband Internet connection.
- 4.3 **POSSE Support** – County is responsible for providing first-line POSSE support to County staff. First-line POSSE support is responsible for researching issues and assessing if they are the result of a POSSE Defect. County will identify a limited number of County staff entitled to submit POSSE support requests, as these support requests may result in charges to County as specified in Section 3.5.
- 4.4 **Installation and Deployment** – County is responsible for installing and testing new POSSE releases at County’s hosted site, for deploying POSSE to workstations, for communicating POSSE changes to County staff and internet users, and for providing internal training and support to County staff and internet users.
- 4.5 **Database Operations** –County is responsible for on-site operational support of the POSSE database server(s) and for providing POSSE database administration. Tasks include performing POSSE system backups, system restarts, and providing on-site troubleshooting assistance for Contractor staff. If the Contractor is hosting the system, they are responsible for these tasks.
- 4.6 **Third-Party Software Licenses** – County is responsible for acquiring software licenses and upgrades for any Third- Party Software, not supplied by the Contractor to complete its

responsibilities under this Agreement. County will be responsible to ensure that software maintenance and support is contracted with the respective Third-Party Contractors and access to Third-Party support should be extended to Contractor personnel, to assist in the diagnosis and repair of County's POSSE implementation, if required.

- 4.7** Future Releases – County acknowledges that future Releases of POSSE software may require different or additional equipment and/or software in order to function properly. Contractor is required to provide County with a twelve (12) month notification of such requirements. County will be responsible to fund, acquire, install, and maintain such different or additional equipment and/or software.
- 4.8** Remote Access – If the County is hosting POSSE, they will provide Contractor with the means to electronically connect to the County's POSSE environment, including production, test and development databases, to enable software transfers and remote troubleshooting. At a minimum, remote access provided by the County shall support web conferences hosted by Computronix. Remote VPN access should be available to Contractor at the time of the initial POSSE installation at County site. In the event that remote access is required by the Contractor to the County's system, Contractor will follow all County policies regarding remote access including completion of a Remote Virtual Private Network (VPN) Access Form.

## **5.0 SERVICE AND SUPPORT FEES, TERMS AND CONDITIONS**

- 5.1** The Annual Support Services Fee is 20 per cent of the non-discounted cumulative License Fee paid by County. Annual Support Service Fees will not increase for the first five (5) years of the contract. In year six (6), the Contractor may increase the cost a maximum amount not to exceed the five (5) year compounded US Consumer Price Index (CPI) since the start of the term. The County will be given an option to renew this contract for another two (2) years at a fixed price extension. Contractor shall not charge a greater rate than charged to new customers with similar duration contracts.
- 5.2** The POSSE consulting rates for support services of **\$150 per hour** will not increase for the first five (5) years of the contract. In year six (6), the Contractor may increase the cost a maximum amount not to exceed the five (5) year compounded US Consumer Price Index (CPI). The County will be given an option to renew this contract for another two (2) year fixed price extension.
- 5.3** Support service fees are payable for each full or partial calendar month in which support services are provided to County. Contractor will invoice County approximately one month prior to the expiration of the Annual Support Agreement and County agrees to pay Contractor in advance for the Annual Support Services Fee.
- 5.4** County will have 18 months from the date of General Availability of a version or point release to install an upgrade. If County elects not to upgrade to the newer version or point release within 18 months, support services described in Sections 3 of this Agreement may be provided at additional cost, to be negotiated between Contractor and County.
- 5.5** All fees referred to in this Agreement exclude any applicable federal, state, local, or sales taxes. County agrees to remit payment to Contractor within 30 calendar days of receipt of the invoice.

## **6. WARRANTY**

- 6.1** All POSSE product Releases delivered to County have an 18 month warranty from the general availability date of the Release. Unless otherwise specified in Contractor's Statement of Work, the warranty on all Contractor-developed Site- Specific Configurations is 90 calendar days after the County has issued a Certificate of Acceptance for that work.
- 6.2** Contractor will repair POSSE Defects reported by County while this Agreement is in effect at no additional cost to County. Contractor will make all reasonable efforts to resolve Defects quickly, via a patch Release if necessary. County will have to upgrade to the current Release of POSSE, as corrections are only applied to the current production Release of POSSE. Upgrade installation assistance and related services will be provided to County by Contractor at an additional cost. To purchase Contractor services, please contact your Computronix Account Manager for further assistance.
- 6.3** Contractor does not provide warranty for any Site-Specific Configuration after the Reliability Testing has been signed off, or custom code not developed by Contractor, or developed by Contractor and subsequently altered by County or any other Third-Party.

## **7. TERMINATION AND DEFAULT CONDITIONS**

- 7.1** Contractor may terminate this Agreement if: County fails to make required payments, County materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, County becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of County. If any of the above conditions are encountered, Contractor will provide written notice to County and provide 30 calendar days for County to remedy the default. If the default is not rectified within 30 calendar days, Contractor will have cause to terminate this Agreement.
- 7.2** County may terminate this Agreement if: Contractor materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, Contractor becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of Contractor. If any of the above conditions are encountered, County will provide written notice to Contractor and provide 30 calendar days for Contractor to remedy the default. If the default is not rectified within 30 calendar days, County will have cause to terminate this Agreement.

## **8. RIGHTS AND OBLIGATIONS**

- 8.1** If either Contractor or County terminates this Agreement, Contractor will retain all fees for products or services delivered to County up to the date of termination. Contractor will refund a pro-rated portion of the Annual Support Services Fee to County, based on the number of full or partial calendar months of service provided under the Agreement since the last annual renewal date.
- 8.2** Any termination by Contractor as provided in this Agreement will not in any way operate to deny any right or remedy of Contractor, either at law or in equity, or to relieve County of any obligation to pay the sums due under this Agreement, or of any other obligation accrued prior to the effective date of termination.
- 8.3** Any termination by County as provided in this Agreement will not in any way operate to

deny any right or remedy of County, either at law or in equity, or to relieve Contractor of any obligation to pay the sum due under this Agreement, or of any other obligation accrued prior to the effective date of termination.

- 8.4** In addition to any other remedies provided for in this Contract or at law or in equity, the County shall have the right to obtain one or more of the following non-exclusive remedies in the event of any material breach involving maintenance under this Contract by Contractor: (a) suspension of contested payment obligations accruing during the period for which Contractor is in material breach; (b) termination of this Contract in its entirety as set forth in Section 2.31 Termination of any affected maintenance request, in the County's sole discretion; and (c) a refund of all fees for maintenance paid by the County to Contractor for the period beginning from the date of the material breach to the end of the term.

**9. NOTICES**

- 9.1** All notices and communications that either party desires or is required to give to the other party should be delivered to the following:

For Contractor:

Computronix (U.S.A.), Inc.  
Suite 510, 3900 S Wadsworth Blvd.  
Lakewood, Colorado 80235  
Attention: Operations Manager

For County:

Anthony Glenn, Project Manager  
1300 Franklin Street  
Vancouver, WA 98660



RFP #691  
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

---

Clark County Washington  
Release date: Wednesday, April 22, 2015

Request for Proposal for:

Point of Sales Cashiering Application

**PROPOSALS DUE: Friday, May 22, 2015 by 3:00 p.m.**

Proposal(s) shall be sealed and clearly marked on the package cover with RFP #, Project Title and Company name.

**Submit**

- **One (1) original,**
- **Two (2) complete copies,**
- **One (1) electronic version on a CD-ROM of the Proposal to:**

Clark County  
Office of Purchasing  
P.O. Box 5000  
1300 Franklin Street, 6<sup>th</sup> Floor, Suite 650  
Vancouver, Washington 98660  
(360) 397-2323

**Refer Questions to:**

Project Manager:  
Steve Dahlberg  
Treasury Systems Coordinator, Clark County Treasurer's Office  
[Steve.Dahlberg@clark.wa.gov](mailto:Steve.Dahlberg@clark.wa.gov)

**ADMINISTRATIVE REQUIREMENTS** - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

**AUTHORSHIP** - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

**CANCELLATION OF AWARD** - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

**CONFIDENTIALITY:** Proposer shall comply with all applicable state and federal laws governing the confidentiality of information.

**CONFLICT OF INTEREST** - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

**CONSORTIUM OF AGENCIES** - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

**COST OF PROPOSAL & AWARD** - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

**DISPUTES:** Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

**DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS** - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at <http://www.clark.wa.gov/hr/documents.html>. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

**ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM** - Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of its life cycle. Product criteria have been established on the Green Purchasing List <http://www.clark.wa.gov/general-services/purchasing/erp/environmental.html>

**INDEPENDENT PRICE DETERMINATION** - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

**INTERLOCAL AGREEMENT** - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore the bidder may, at the bidders' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

**LIMITATION** - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

**LATE PROPOSALS** - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

**ORAL PRESENTATIONS:** An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

**OTHER AUDIT/MONITORING REQUIREMENTS** - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

**PRICE WARRANT** - The proposal shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor.

**PROTESTS** must be submitted to the Purchasing Department.

**PUBLIC SAFETY** may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

**REJECTION OF PROPOSALS** - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

**SUBCONTRACTING** - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

**VERBAL PROPOSALS:** Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

**WORKERS COMPENSATION INSURANCE** - The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

**FOR ALTERNATIVE FORMATS**  
**Clark County ADA Office; V (360) 397-2025;**  
**TTY (360) 397-2445; [ADA@Clark.wa.gov](mailto:ADA@Clark.wa.gov)**

**Request for Proposals  
Table of Contents**

<b>PART I</b>	<b>PROPOSAL REQUIREMENTS</b>
	Section IA: General Information
	1. Introduction
	2. Background
	3. Scope of Project
	4. Project Funding
	5. Timeline for Selection
	6. Employment Verification
	Section IB: Work Requirements
	1. Required Services
	2. County Performed Work
	3. Deliverables and Schedule
	4. Place of Performance
	5. Period of Performance
	6. Insurance/Bond
	7. Plan Holders List
<b>PART II</b>	<b>PROPOSAL PREPARATION AND SUBMITTAL</b>
	Section IIA: Pre-Submittal Meeting/Clarification
	1. Optional Bidders conference/call
	2. Proposal Clarification
	Section IIB: Proposal Submission
	1. Proposals Due
	2. Proposal
	Section IIC: Proposal Content
	1. Cover Sheet
	2. Project Team
	3. Management Approach
	4. Proposed Cost
	5. Employment Verification
<b>PART III</b>	<b>PROPOSAL EVALUATION &amp; CONTRACT AWARD</b>
	Section IIIA: Proposal Review and Selection
	1. Evaluation and Selection
	2. Evaluation Criteria Scoring
	Section IIIB: Contract Award
	1. Consultant Selection
	2. Contract Development
	3. Award Review
<b>ATTACHMENTS</b>	A: Proposal Cover Sheet
	B: Letter of Interest
	C: Vendor Qualifications - Scoring Points
	D: Vendor References - Scoring Points
	E: General Questions - Scoring Points
	F: Transaction Listing - Information

# RFP #691 - Point of Sales Cashiering Application

## Part I Proposal Requirements

### Section IA General Information

#### 1. Introduction

Clark County is a general-purpose government located in southwest Washington, adjacent to Portland, Oregon. The county's residential population is approximately 442,800. The County employs over 1,550 full and part-time employees. Clark County's annual revenue exceeds \$280 million.

The County has a joint lobby co-locating customer service delivery for the Assessor, Auditor and the Treasurer Offices. The Joint Lobby serves the customers of these three offices by having one customer service specialist provide the transactional type activities these three offices are responsible for in a more effective and efficient manner, regardless of which office the specialist works in.

Today, a customer may have different activities service needs and activities to conduct with the County and even though they may be serviced by a single customer service representative, these transactions may occur in separate computer applications.

It is our desire to utilize a Point of Sale receipting application that allows a fully trained cashier, with one cash drawer, to service the customer's business needs regardless of the 'host' application. This will include making appropriate entries to the host application as well as the County's General Ledger.

#### 2. Background

Clark County is searching for a cashiering application that integrates with our current business applications. This new solution will not only replace our current receipting applications' unique transactional abilities, but must exceed such application's multi-transactional capabilities and enable a one-stop interaction with the customer by a single cashier, regardless of the business application where transactional data resides. This new application must be scalable so that in the future, it may be implemented throughout other Clark County offices where payment collection activities are being performed.

Our current environment consists of three 'host' applications, each with their own cashiering module. The cashiers may serve a customer and complete a transaction in any one or combination of these applications.

**For PROPERTY TAXES**, we have an Application PACS (Property Assessment Collection System) from True Automation, a subsidiary of the Harris Computer Systems. This system has been in place since late 2008. We have over 175,000 properties on the tax roll. Twice a year, we have a billing cycle where taxes are due April 30 and October 31. For 2014, the total number of transactions were close to 310,000.

The payment channels are: 47% by mortgage companies, 32% Mailed in, 16% in the office (over-the-counter), and 5% online.

The application runs on a three tier architecture. The presentation and display layers are mainly .net and the data layer is SQL Server 2008R2 all running on Windows 2008R2. Along with these there is also a DSS running transactional replication.

## RFP #691 - Point of Sales Cashiering Application

**For RECORDING DOCUMENTS**, the county's recording system is an application provided by Tyler Technologies, known as Eagle. The transaction volume range between a low of 5,400 and a peak of 9,400 recordings per month, with a monthly average of 8,400 in 2013 and 7,300 averaged in 2014. The volume of these transactions are taken and entered through the following channels: Over-the-counter 5%, back office (mailed-in, mortgage and title companies) at 55%, and on-line at 45%. There are over 200 document types available. Typically, Mondays and Fridays have more volume compared to the rest of the week as well as spring and summer are generally higher in volume than Fall or Winter.

The application stores these images and the data in an Oracle database.

**For MISC PAYMENTS**, these types of transactions are currently receipted in either PACS or Oracle R12 (the County's Financial System). These transactions are for various fees and deposits – see attachment F for a sample of these transactions. These activities are simple transactions where the cashier selects the appropriate type, and enters the quantity, then proceeds with taking the payment. These types of activities are usually preconfigured for the associated accounting codes and the transaction amounts need to be entered as they occur. As such, Departmental deposits generally are a prefilled template with the departments accounting codes, but no amounts. The cashier enters the appropriate amount for each line(s) that the department indicates on their deposit slip as to where the transaction needs to be accounted for.

### 3. Scope of Project

- To provide Clark County customers one-stop payment service.
- To standardize the record keeping for payment collection activities from all sources including over-the-counter, IVRS, mailed payments, Internet-based collections, and other electronic sources.
- To maintain appropriate control and accountability for all transactions through comprehensive audit trails and transaction research capabilities.
- Standardize the receipting software, replacing the need for a different cashiering software and process for each application.
- Provide a scalable platform that may be used across a variety of departments within the County.
- Provide the framework for a county-wide option of having a cashier application with good audit and security functionality that will be able to connect to any host system.
- Provide a centralized platform for collection and reporting a variety of payment channels such as over-the-counter, web, Phone/IVR, Mailed payments, Bill Payer services, Etc.
- Increase the processing efficiency and customer experience when making payments in person.

## RFP #691 - Point of Sales Cashiering Application

- Reduce the training time for cashiers
- Reduce the amount of time to balance and prepare (automate) the deposit to the bank for the cashiers.
- Ensure efficient daily banking processing of cashier reconciliation and deposits within current cash management process and system.
- Identify any operational efficiency for back office reconciliation of deposits from the system to the bank and the GL.
- Provide reporting of payment activities from a variety of perspectives: by Cashier, Department, Office, Channel, System, and Tender
- To implement up to 50 cashiering stations where stations may include, for example, the following peripheral equipment; scanner, receipt printer, OCR reader, electronic cash drawer and credit/debit card reader, with the application capable of supporting an unlimited number of concurrent cashiering workstations simultaneously.

4. Project Funding Allocation of funds for this RFP will be established based on the funds requested in the selected proposal.

5. Timeline for Selection The following dates are the intended timeline:

- Distribute the Request for Proposal **Wednesday, April 22, 2015**
- Questions from Vendors accepted starting: **Friday, April 24, 2015**  
All potential vendors will receive the County's response. Please address questions to:  
[Steve.Dahlberg@clark.wa.gov](mailto:Steve.Dahlberg@clark.wa.gov)
- Optional Bidders Conference **May 6, 2015 - 10:00am - Noon**  
See section IIA for details
- Last day to submit any remaining questions **May 15, 2015**
- Proposals due **May 22, 2015**
- Proposal review/evaluation period **May - June**
  - Demonstration of top 3 vendors **June 17-19**
- Top Vendor selected (on or before) **July 31, 2015**
- Contract negotiation/execution timeframe **Aug - Sep**
- Contract intended to begin **October 1, 2015**

## RFP #691 - Point of Sales Cashiering Application

### 6. Employment Verification

"Effective November 1<sup>st</sup>, 2010, to be considered responsive to any formal Clark County Bid/RFP or Small Works Quote, all vendors shall submit before, include with their response or within 24 hours after submittal, a recent copy of their E-Verify MOU or proof of pending enrollment. The awarded contractor shall be responsible to provide Clark County with the same E-Verify enrollment documentation for each sub-contractor (\$25,000 or more) within thirty days after the sub-contractor starts work. Contractors and sub-contractors shall provide a report(s) showing status of new employee's hired after the date of the MOU. The status report shall be directed to the county department project manager at the end of the contract, or annually, which ever comes first. E-Verify information and enrollment is available at the Department of Homeland Security web page: [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify)

How to submit the MOU in advance of the submittal date:

1. Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or;
2. Fax to (360) 397-6027, or;
3. Call Purchasing at (360) 397-2323 for a current email address.

*Note : Sole Proprietors are exempt.*

# RFP #691 - Point of Sales Cashiering Application

## Section IB

## Work Requirements

1. **Required Services**

The services required for this project is to partner with a Vendor who will provide a cashiering system that will integrate with the County's various host systems, including our financial system. This software, hardware, and services will provide an efficient cashiering process, enhanced customer service while providing secure transaction processing.

  - It's expected this will be Vendor software that's been fully developed, tested, and already in production.
  - It is expected there will be customization necessary to accommodate any unique business rules as well as the integration to/from County's existing host systems.
  - It is expected the Vendor will provide the development work to enhance and support their platform to integrate to the County's system.
  - Training by the Vendor will be provided regarding the system set-up and use of their platform.
  - Vendor support for the first year to be included in the initial price. Annual maintenance will be addressed separately.
  
2. **County Performed Work**

There will be a County Project Team that will work with the Vendor in any area necessary to achieve the goals of this project. The Project Team will have a Sponsor (Treasurer's Office), project manager, subject area experts, and appropriate IT staff.

  - The County will define the necessary interfaces and related fields for each of the county's host systems.
  - Any internal development or interfaces necessary to coincide with the Vendors development will be provided by the county's IT staff.
  - The County will provide necessary flowcharts for those transactions or processes that are unusual or complicated in order to facilitate understanding the flow of the data.
  - Based upon the Vendors requirements, the desktop, servers, and networking hardware will be provided by the County.
  
3. **Deliverables & Schedule**

The timeframe is as follows:

  - Select a Vendor and begin contract negotiations – August 1
  - Contract Signed no later than September 30, 2015
  - Begin discover and design for county systems and business processes
  - Project development updates
  - First delivery of system for the County to begin testing and evaluation – December 1, 2015.
  - Continued development and testing
  - Go Live - February 2016
  
4. **Place of Performance**

Contract performance may take place in the County's facility, the Proposer's facility, a third party location or any combination thereof.
  
5. **Period of Performance**

The deliverables and timeframe are defined in IB.3 above
  
6. **Insurance/Bond**

A. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its latest equivalent with minimum limits of \$1,000,000 per occurrence and in the aggregate for each one year policy period. This policy will renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work.

## RFP #691 - Point of Sales Cashiering Application

The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

### C. Professional Liability (aka Errors and Omissions)

The Proposer shall obtain, at Proposer's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$2,000,000 per occurrence, with a maximum deductible of \$25,000. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.

### F. Proof of Insurance

Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30 day written notice by mail. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

All policies must have a Best's Rating of A-VII or better.

## 7. Plan Holders List

All proposers are required to be listed on the plan holders list.

- ✓ Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:

To view the Plan Holders List, please click on the link below or copy and paste into your browser.

Clark County RFP site:

<http://www.clark.wa.gov/general-services/purchasing/rfp.html>

If your organization is NOT listed, submit the 'Letter of Interest' to ensure your inclusion. See Attachment B.

Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

# RFP #691 - Point of Sales Cashiering Application

## Part II Proposal Preparation and Submittal

### Section IIA

### Pre-Submittal Meeting / Clarification

#### 1. Optional Bidders Conference

- There will be an optional bidders conference held from 10:00 am to 12:00 pm on Wednesday May 6, 2015 to answer questions and provide clarification of our expectations. All questions and answers will be made available in writing to all respondents.
- If attending in person:  
Public Service Center on the 6<sup>th</sup> floor Training Room  
1300 Franklin St  
Vancouver, WA 98660
- If by phone: call **1-605-475-6333** and the participant code is **7802552**  
Starting at 10:00 am Pacific Daylight Time

*NOTE: During the meeting, all questions and answers provided at the meeting shall be noted and forwarded to Purchasing in the Q&A for all plan holders to view, if not specified otherwise.*

#### 2. Proposal Clarification

Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page. The deadline for submitting such questions/clarifications is May 15, 2015.

Any addendum to the RFP will be issued no later than May 18, 2015 to all recorded holders of the RFP if a substantive clarification is in order.

The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.

Clark County RFP site:

<http://www.clark.wa.gov/general-services/purchasing/rfp.html>

# RFP #691 - Point of Sales Cashiering Application

## Section IIB

## Proposal Submission

### 1. Proposals Due

Sealed proposals must be received no later than the date, time and location specified on the cover of this document.

The outside of the envelope/package shall clearly identify:

1. RFP Number and;
2. TITLE and;
3. Name and address of the proposer.

Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.

Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.

### 2. Proposal

Proposals must be clear and succinct. Examples are acceptable to further explain how your product/service will answer our questions.

Please submit:

- One (1) original.
- Two (2) complete copies.
- One (1) electronic version on a CD-ROM

For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable.

The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.

Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

Additional support documents, such as sales brochures, should be included with each copy unless otherwise specified.

# RFP #691 - Point of Sales Cashiering Application

## Section IIC

## Proposal Content

1. Cover Sheet  
Attachment A should be used as the cover page of your proposal.  
The following attachments should follow:  
Attachment C – References  
Attachment D – Vendor Qualifications  
Attachment E – General Product Questions
  
2. Project Team  
Please list or diagram the project team that will be involved with this project.  
**\*Personnel names are not recommended.**
  
3. Management Approach  
Please describe your typical project management approach when working with new and existing clients.  
  
Please describe your likely or preferred software development approach or methodologies that may be utilized for this project.
  
4. Proposed Cost  
The Proposed cost that will be provided on the Cover page (Attachment A) should be a SUMMARY of a 5 YEAR TOTAL Cost.  
  
An additional page(s) should be provided, itemizing the cost breakdown that should include items such as (but not limited to): the software, any hardware, development, training, licensing, maintenance, Etc.
  
5. Employment Verification  
Include AFTER the cover page, if not already on file with Clark County. Current vendors on file can be viewed at <http://www.clark.wa.gov/general-services/purchasing/documents/e-verifylog.pdf>

# RFP #691 - Point of Sales Cashiering Application

## Part III Proposal Evaluation & Contract Award

### Section IIIA Proposal Review and Selection

1. Evaluation and Selection: Proposals received in response to this RFP will be evaluated by a Review Committee. Committee review results and recommendations may be presented to an appropriate advisory board prior to the consent process with the Clark County Board of Commissioners.
2. Evaluation Criteria Scoring: Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.

#### PHASE ONE:

The scoring for this section will be weighed against the following criteria:

Vendor Qualification and Questions (attachments C & D)	15
Proposal Questions	50
Existing Integration with Oracle / PACS / EAGLE	10
Cost	15
References	10
Total Points	100

#### PHASE TWO:

This second phase will be a Demonstration, where the top 2 or 3 Vendors will be requested to perform an on-site demonstration. This will be to see your product in action followed by a time of discussion. To help make this demonstration more realistic, the County will provide a listing of items and/or processes that we would consider typical of a days work. The discussion time will contain a time for the vendor to provide additional information that will help in the decision process. The County may also have other technical or functional questions that you'll be able to answer.

The Scoring for the Demonstration will be weighed as follows:

Demonstration	50
Discussion	20
Cost	30
Total Points	100

### Section IIIB Contract Award

1. Consultant Selection: The County will award a contract to the highest scoring Proposer. Should the County not reach a favorable agreement with the highest scoring Proposer, the County shall suspend or terminate negotiations and commence negotiations with the second highest scoring Proposer and so on until a favorable agreement is reached.
2. Contract Development: The proposal and all responses provided by the successful Proposer may become a part of the final contract.  
  
The form of contract shall be the County's Contract for Profession Services.  
A sample contract is included – See ATTACHMENT F
3. Award Review: The public may view proposal documents after contract execution. However, any proprietary information so designated by the Proposer as a 'trade secret' will not be disclosed unless the Clark County Prosecuting Attorney determines that disclosure is required. At this time, Proposers not awarded the contract, may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.

# RFP #691 - Point of Sales Cashiering Application

## Attachment A COVER SHEET

### General Information:

Legal Name of Applicant/Company/Agency \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

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

Program Location (if different than above) \_\_\_\_\_ Email address \_\_\_\_\_

Tax Identification Number \_\_\_\_\_

### **ADDENDUM:**

Proposer shall insert number of each Addendum received. If no addendum received, please mark "NONE".

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

**NOTE: Failure to acknowledge receipt of Addendum may render the proposal non-responsive.**

→ Does the proposal comply with the requirements contained within the RFP?  
A "No" response may disqualify the proposal from further consideration.

Yes  No

→ Did outside individuals or agencies assist with preparation of this proposal?

Yes  No (if yes, describe)\*\*

**Total Funds Requested Under this Proposal \$ \_\_\_\_\_**

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Board of Commissioners.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# RFP #691 - Point of Sales Cashiering Application

## Attachment B LETTER OF INTEREST

Legal Name of Applicant Agency \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

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

Program Location (if different than above) \_\_\_\_\_

Email address \_\_\_\_\_

- All proposers are required to be included on the plan holders list. If your organization is NOT listed, submit the 'Letter of Interest' to ensure your inclusion.

In the body of your email, request acknowledgement of receipt.

Email Attachment B to: [beth.balogh@clark.wa.gov](mailto:beth.balogh@clark.wa.gov)

Clark County web link:

<http://www.clark.wa.gov/general-services/purchasing/rfp.html>

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

# RFP #691 - Point of Sales Cashiering Application

Attachment C:

## VENDOR QUALIFICATIONS

15 Points Possible

To provide an understanding of the Vendor's qualifications to successfully implement this system, the following questions must be responded to by each Proposer. Please provide your response in the space provided immediately following the question, reference documents or other supporting information, should be attached immediately after this section. This section has 15 points possible for inclusion in the Summary of Points.

Item #	Vendor Overview
C.1	Please provide audited financial statements for the last two years.
C.2	Are you a subsidiary of a parent entity? If so, please provide a corporate overview of the parent and your relationship to it.
C.3	Is your agency currently involved in or does it have pending any legal actions? Has your agency filed for bankruptcy in the past five years?
	<input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please explain)
C.4	Does your organization guarantee that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition?
	<input type="checkbox"/> Yes <input type="checkbox"/> No (If no, please explain)
C.5	Does your organization guarantee that the costs for services quoted in response to this RFP are not in excess of those which would be charged any other individual for the same services performed by your agency?
	<input type="checkbox"/> Yes <input type="checkbox"/> No (If no, please explain)
C.6	How long have you been in the cash collection "Point of Sale" business? How long has the current version been released?
C.7	Please provide a strategic overview for the future enhancements of your platform.

## RFP #691 - Point of Sales Cashiering Application

C.8	List your strategic partners, if any, and the role they play in the implementation.
C.9	Describe the roles which Clark County and your company will perform during system planning, data conversion, implementation, and start-up.
C.10	Describe your approach to post-implementation support.
C.11	Describe how you manage application "bug" corrections (fixes).
C.12	Describe project escalation based upon the seriousness of a bug or problem.
C.13	Describe the typical response time for a successful resolution to a bug or problem.
C.14	Describe your preferred approach to system customization.
C.15	Describe how your system operates for the cashier. Is it a work flow process?
C.16	Describe the process of bank reconciliation for deposits.
C.17	Describe how the cashier module and the host system determine they are in sync.

# RFP #691 - Point of Sales Cashiering Application

**Attachment D:  
Possible**

## **CUSTOMER REFERENCES**

**10 Points**

Please provide a list of references that most closely matches Clark County, Washington in size, scope, and host applications. Clark County will conduct a phone interview with those references.

Customer: \_\_\_\_\_

City & State: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Customer: \_\_\_\_\_

City & State: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Customer: \_\_\_\_\_

City & State: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Customer: \_\_\_\_\_

City & State: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**GENERAL QUESTIONS**

To provide an understanding of the Vendor qualifications to successfully implement this system, the following questions must be responded to. Please provide your response in the space provided immediately following the question, reference documents or other supporting information, should be attached immediately after this section. This section has 10 points possible for inclusion in the Summary of Points.

**GROUPS**

- 1 OPERATOR (CASHIER) INTERFACE / PROCESS
- 2 TENDERING PROCESS
- 3 BALANCING AND CLOSING
- 4 CONFIGURATION AND SYSTEM SETUP
- 5 TRANSACTION REVIEW AND REPORTING
- 6 AUDITING, SECURITY AND CONTROLS
- 7 INTERFACING TO HOST SYSTEMS
- 8 HARDWARE AND DATABASE

**QUESTION**

- 1 **OPERATOR (CASHIER) INTERFACE & PROCESS**
- 1 1 Describe the Application's process for a cashier to have a transaction reversed or voided. What security / permissions are involved?
- 1 2 Does the Application allow a cashier to accept a single or multiple-payment type transaction on one receipt.
- 1 3 Describe the Application's flexibility to display to the cashier a meaningful error and/or warning messages based upon business processing rules.
- 1 4 Describe the Application's capacity to provide and walk the cashier through a customized process that requires a series of steps to complete a transaction.
  - For example: Processing a real estate excise.
    - Begin by entering a property # which retrieves information from the property tax system (PACS),
    - Compute the Excise amount and assigns an excise number, saving this information,
    - Then either 'check out' or continues to record the document(s) into the Recording Application, and when completed this task, finish with 'checking out'.
- 1 5 Describe the Application's flexibility for a Cashier to begin a transaction, "save" the incomplete transaction, then later have the flexibility to recall the specific transaction and complete it.
  - a) Can It be retrieved by another cashier?
- 1 6 Describe the cash drawer starting/creation process at the start of the day.

- 1 7 Will the cash till automatically open at the appropriate time during a 'cash' tendering transaction?
- 1 8 Does the Application have predefined shortcut keys to speed and facilitate the flow and operation of a receipting routine?
- 1 9 Does the application support the physical change of locations that a cashier may do during the day? Is there any tracking within the application?
- 1 10 May the Cashier be able to reprint a receipt at any time where reprinted receipts will read 'Duplicate Receipt'.

## **TENDERING**

- 2 1 Describe the Application's flexibility to limit payment types for selected transactions.  
In other words - not all payment types are valid for all purchases.  
For example: Marriages Licenses - Cash is the only acceptable tender.
- 2 2 Describe the Application's ability to endorse checks. This may include a unique endorsement from different departments.
- 2 3 The Application shall have the flexibility to accept multiple tender types for a single transaction.  
Example: for a \$125 transaction the tenders accepted are \$50 in cash and \$75 as a check.
- 2 4 Describe how a "Correction" would be handled for each given transaction.  
1) An incorrect account charged for a miscellaneous receipt.  
2) A payment type of cash was selected, but the payment was actually a check.  
3) At the time of receipting, the wrong Accounting number as entered by the cashier.
- 2 5 Describe the Application's flexibility to record or capture a check number during the tendering process.
- 2 6 Does the Application have the flexibility to capture an image of the check.  
A) Does it store it within the application?  
B) Can it be stored in a different imaging system or location?  
C) What security is designed into the application regarding these images?  
D) Is Redacting or masking the mlcr line available on the image?  
E) Is your Application PCI compliant
- 2 7 Describe the Application's flexibility to:  
a) Support remote deposit  
b) Support image cash letter

- 2 8 Describe the Applications flexibility to accept Credit Cards.
  - A) Can this be configured by Department?
  - B) Can it be configured to add a convenience fee to the customer?
  - C) Can we have multiple Merchant accounts configured within the Application?
  
- 2 9 Describe the Application's flexibility to have an 'Internal' payment tender type where this updates the host systems to a 'paid' status. This internal tender type does not go the bank as part of the deposit.
 

Example: A County department requires some documents recorded, instead of taking a normal tender, we do a fund transfer (journal entry) for these charges. We would like a tender that would enable this functionality.
  
- 2 10 Describe the flexibility to utilize check verification services.
  - A) What data is captured and passed during this verification process?
  
- 2 11 Describe if there is the flexibility to have a bad check indicator that warns/prevents the Cashier to this condition and doesn't allow the acceptance of this check without an authorized manager override.
  - a) How is this bad check data entered (captured)?
  - b) Where does it come from?
  - c) Can we import an internal list of 'bad' checks?
  
- 2 12 Does the Application have the flexibility to import an Exception in Processing (EIP) file. This EIP file then is utilized in order to prevent duplicate payments.
- 2 13 Does the receipt display the TOTAL amount tendered + any change returned to the customer?

**BALANCING AND CLOSING**

- 3 1 Does the Application support a cashier to open a second batch of work?
 

Reason: When the Treasurer's Office receives contaminated monies, it's our desire to NOT include this in the cashier's daily deposit, but handled separately and sent to the bank separate of the 'normal' deposit.
  
- 3 2 Please describe the recommended process of handling excessive cash within a cashiers drawer.
  - a) Does the Application support cash drops to a "vault or safe" in order to prevent excessive cash from accumulating in the cashiers drawer?
  - b) Does the Application have a set-up for setting an excessive cash threshold
  - c) Does the Application provide a warning message to the cashier when the excessive cash threshold is reached?
  
- 3 3 Describe the daily balancing and closing procedures the cashiers are to perform.
  - A) What reports are recommended?

## QUESTIONS

- 3 4 Does the cashier have an option to count the contents or the value of contents? For example, 12 quarters in the till - 12 quarters and the application computes the value or the cashier enters the value of \$3.00.
- 3 5 Describe how and in what ways the Application will aid the cashier in finding 'problems' when balancing?
- 3 6 Will there be a cashier transaction journal - where the transaction details are listed in date/time order?  
A) When cash is the tender, will both the original amount received and the change returned be included on the report?  
B) Does the Application have an Audit Trail tape or listing available for the cashier to review?
- 3 7 Will the Application allow reprinting of any balancing reports to be run at any time?
- 3 8 Describe the method(s) that are utilized to balance Application-wide activity for a given day verses a cashier-by-cashier balancing process.
- 3 9 Describe recommended credit card and other electronic payment settlement capabilities and procedures.
- 3 10 After the cashier is closed and balanced for the day, can any new transactions or changes to existing activity be made?
- 3 11 How many date fields are supported within the Application?  
Examples: Receipt Date, Deposit Date, Posting Date, GL Date
- 3 12 Does the Application create a check register (report) that includes: Check Number, Receipt Number, Receipt Date, and dollar amount?
- 3 13 Does the Application have a cash only register (report) that includes: Cash received FROM the customer and the change returned TO the customer by the cashier.
- 3 14 How does the application handle the situation where a cashier ends up with a balancing over or short?

## CONFIGURATION AND SYSTEM SETUP

- 4 1 Please describe how the Application will accommodate a business rule such as:  
A) That the deposit date is for the same business day.  
B) That the deposit date is for the next business day.
- 4 2 Will the application be able to exclude deposit dates that are holidays, weekends, and County defined holidays?
- 4 3 Describe the flexibility of the Application to allow appropriate authorized Clark County personnel to update receipts (logo and department information) suited for each department.

**QUESTION**

- 4 4 Describe how the appropriate county personnel, based upon application security, would build a new menu, buttons and related features for a new department or group of activity.
  - A) When will this new menu be available in the production environment?
- 4 5 Describe how the appropriate county personnel, based upon application security, would modify an existing menu, buttons, configurations and related features.
  - A) When will these changes be available in the production environment?
- 4 6 Describe the Application's capacity to have lists of products/services for sale that are now directly pulled from a host system. A few examples: a department has a few misc. items such as: a parking pass, copies, fines or fees, maps, Etc.
  - A) What are the TYPICAL set-up items for these misc. products/services?
- 4 7 Does the Application have flexibility to set-up and maintain unlimited payment types?  
This may include items such as Cash, Check, Warrant, Money Order, Credit/Debit Card, e-Check, Internal, Import, etc.
- 4 8 The Application shall be configurable which will allow the appropriate Clark County personnel to add, maintain, and control the upkeep (maintenance) of the set-up data and not require the vendor to perform these updates.  
A few set-up examples may include: Tenders, Departments, Users, Accounting, Menu items, Products & Services, Etc.
- 4 9 Does the Application have the flexibility to receive a unique number FROM the host system during or at the completion of a transaction?  
Example 1 Recording system: to retrieve the recording number that was assigned for this transaction.  
Example 2 PACS: Retrieve an excise number the system applied to this transaction
- 4 10 Describe the Application's flexibility to accommodate our accounting structure to the General Ledger (currently Oracle R12), which consists of 6 segments or a total of 25 characters (xxxx.xxx.xxx.xxxxxx.xxx.xxxxxx).
  - A) Have you interfaced with Oracle R12?
- 4 11 Describe the Sales Tax configuration within the application.
- 4 12 Describe the flexibility for Clark County to have specific additional data elements on the receipt.
  - a) How many customizable data elements are available?
  - b) This may be different data elements based upon transaction activity. Examples of some (but not all) unique data elements:
    - For Property tax: -Property #, Receipt #, Tax Year, Statement ID, Overpayment Credit (OPC), Escrow.
    - For Recording activity: -Receipt #, Transaction #, Document Type, Document #, # of pages.
    - For Oracle activity: -Receipt #, Document #, Activity Code, Invoice #
- 4 13 Describe the Application's flexibility for departments to have a unique restrictive endorsements for their checks.

**5 TRANSACTION REVIEW AND REPORTING**

- 5 1 Describe the Application's range of comprehensive management reports. This should include reports providing daily, weekly, monthly, and/or yearly reporting of various business activities based upon a period selection by the user of the report. The Application should also include detailed and summarized transaction reports by revenue codes, departments, menu categories, etc.
- 5 2 **Are there reports for the following grouping/sorting?**  
a) To summarize transaction detail at the close of business by Host system.  
b) To summarize transaction detail at the close of business by Cashier.  
c) To summarize transaction detail at the close of business by Cashier and Payment type.
- 5 3 Describe the flexibility to provide reporting outputs in various formats: paper, on-screen, exported (txt or csv), or electronic (pdf).
- 3 4 The Cashiers should be able to view reports on-screen as well as print the reports.
- 5 5 Describe the flexibility to access data based upon any transaction detail attribute (operator, menu, date/time ranges, payment type, receipt #, etc.). Is there the BUILT-IN functionality to drill down to the source transaction/documents?
- 5 6 Describe the flexibility to allow access to the data from query tools not included in the application software. Please give a few examples of such query tools.
- 5 7 Describe the flexibility to export data on a scheduled basis to external databases for historical analysis (data warehouse).
- 5 8 Describe the Applications report writer that is available so Clark County may create our own reports?  
a) May these reports be saved and added to the report menu?  
b) Can we create and run ad-hoc reports.  
c) Is the report writer included or is it added-on separately?
- 5 9 Describe the flexibility to have reports run automatically per a defined schedule.  
a) Can these scheduled reports be automatically be emailed?
- 5 10 Describe if the Application can generate a report of a customer's activities over a period of time selected by the operator to reflect a historical presentation. How about a payment history where the customer is not an A/R account?

## QUESTION

### 6 AUDITING, SECURITY AND CONTROLS

- 6 1 Describe the application's auditing features built into the program.
- 6 2 Describe how your Application tracks all activities or auditing purposes?
- 6 3 Describe the auditing process to review a cashier's work for a given period of time.
- 6 4 Are transactions ever deleted from the system?  
If so, what kind of an audit trail is created for historical and management records?
- 6 5 Describe the Application's flexibility to track credit card activity attributed to activity to any given bank, by any given cashier, on any given day.
- 6 6 Describe the Application's flexibility to limit transactions based upon department and user security rights?  
Example: Joint Lobby cashier can receipt only Joint lobby defined activities.
- 6 7 Describe the Application's flexibility to limit transactions based upon individual cashier and business unit (department)?  
Example: Treasurer cashier can receipt only Treasurer define items.
- 6 8 The Application shall have consecutive receipt numbers.
- 6 9 Describe the security controls regarding voiding/reversing a transaction.
- 6 10 The Application shall also provide an inquiry mode for looking up prior receipts for a specific customer or property.
- 6 11 Describe the Application's flexibility to inquire on a name or account # (or some other field such as address, etc.), and bring on-screen any balances or activity from the appropriate host systems.
- 6 12 Does the Application support a receipt number that may contain both alpha and numeric characters?

### 7 INTERFACING TO HOST SYSTEMS

- 7 1 Describe Application's flexibility/method to interface with external 'Host' systems and return:
  - a) Inquire to a host system for transactions/balances that are due.
  - b) Pull the outstanding balance from a host system.
    - 1) Can the outstanding balances due be included on the receipt when the transaction is completed.
  - c) Push the data back into the Host System for updating after the transaction is completed.

- 7 2 Based upon the Host Systems requirements, can the transfer be in summarized form or in detail?  
 Example: The GL revenue for some products may be in summary to the GL whereas as in detail to another host system. This would be as determined by the business rules for that Department, activity or function.
- 7 3 Based upon the different Host Systems requirements, how is the accounting configured?  
 a) May one system keep the all accounting set-up?  
 b) May this Application host all the accounting set-up?
- Example A: The property tax system will continue to hold the accounting and the transfer to the General Ledger.  
 Example B: The Recording system will continue to hold the accounting, but would like this Application process and transfer to the General Ledger.  
 Example C: For all other transactions, this Application will hold all the accounting and process and transfer to the General Ledger.
- 7 4 Based upon the different Host Systems requirements, how and when will the accounting be transfered to the General Ledger?  
 a) May one system complete the processing and transfer to the GL?  
 b) May this Application complete the processing and transfer to the GL?
- Example A: For the Property Tax System, it will continue to complete the transfer to the General Ledger.  
 Example B: For the Recording System, this Application will process and transfer to the General Ledger.  
 Example C: For all other transactions, this Application process and transfer to the General Ledger.
- 7 5 Interface To/From Oracle R12 for the following (the preferred method to be determined):  
 \* General Ledger  
 a) Post summarized activity to the GL  
 b) Post Detail activity to the GL  
 c) Chart of Accounts (link, import, validation, Etc.)
- \* Accounts Receivable  
 a) Look up Invoices / customers (Search by: Customer #, or invoice #)  
 b) Take and post payments to invoices
- 7 6 Interface To/From PACS (Property Assessment Collection System) for the following (the preferred method to be determined):  
 \* Inquiry (search by any one or combination of: Property Account Number, customer name, physical address of property, mailing address of customer)  
 \* Update the property account after a Payment is completed

## QUESTION

- 7 7 Interface To/From Eagle (Recording) for the following (the preferred method to be determined):
- \* Inquiry to the host system for the next available recording number
  - \* Update the host system for completed payment of recording documents
- 7 8 Describe the Application's flexibility to link to an imaging system - to capture and store the check image.

## HARDWARE, SOFTWARE, SYSTEM REQUIREMENTS, AND DATABASE

- 8 1 What is the PREFERRED database for your Application?
- 8 2 What is the PREFERRED Server hardware?
- 8 3 What are the Desktop requirements or prerequisites?
- 8 4 Is there any specialized or dedicated hardware required?
- a) Is there any optional hardware would you suggest?
- 8 5 Is there a cloud (hosted) version of your Application available?
- 6 Are there any specific IT requirements to support your Application?
- 8 7 Is there a browser based version of the user interface?
- 8 8 What are any other hardware requirements / options?
- a) Barcode scanners
  - b) Receipt Printers
  - c) Cash Drawers
  - d) Card Swipes
  - e) Mobile Devices
  - f) Other devices
- 8 9 Please describe your the licensing models?
- 8 10 Explain how the application handles user id's and security, and how it may integrate with Activity Directory
- 8 11 Please describe your security model.

# RFP #691 - Point of Sales Cashiering Application

## Attachment F: TRANSACTION LISTING

To provide a better understanding of the types of activities within a typical day, the following is a general listing of transactions:

### Real and Personal Property Taxes

- Inquire - based upon any of the following: Property ID, Owner Name, Situs Address, Statement ID
- Payment taken – then update this property for payment received.
- Escrow (advance taxes for a property)
- Over Payment Credit (payments placed on account for a property)
- Mobile Home – sale of mobile home or a moving permit

### Recording

- Simple recorded documents – single document (Examples):
  - Deed, Deed of Trust, Appointment of Trustee, Substitution of Trustee, Reconveyance, Power Of Attorney, Subordination, marriage Application, Marriage Certificates, Process Server License, DD214
- Multiple Titled Documents (multi) - The document type is entered as "Multi" and then the individual titles are entered. Two examples are:
  - Multi
    - Substitution of Trustee
    - Reconveyance
  - Multi
    - Deed of Trust
    - Security Agreement
    - Assignment of Leases
    - Rents
    - UCC

### Misc. Fees and Departmental Deposits – a sample of transactions

- |                               |                          |                    |
|-------------------------------|--------------------------|--------------------|
| • Parking pass                | • 911 Excise fee         | • Gambling taxes   |
| • Crime Victims               | • CWP Admin fee          | • Foreclosure fees |
| • Fire Patrol fee             | • Drainage / Diking Fees | • Impact Fees      |
| • Copy Fees                   | • Mosquito Control fees  | • Over/short       |
| • Delinquent Penalty          | • Interest paid          | • NSF Fees         |
| • Water Utility District fees | • Septic Fees            |                    |

### Departmental deposit

- Each Department will have it's own list of accounts to receipt the money to. This is typically anywhere from 3-15 account numbers the deposit will be posted to.

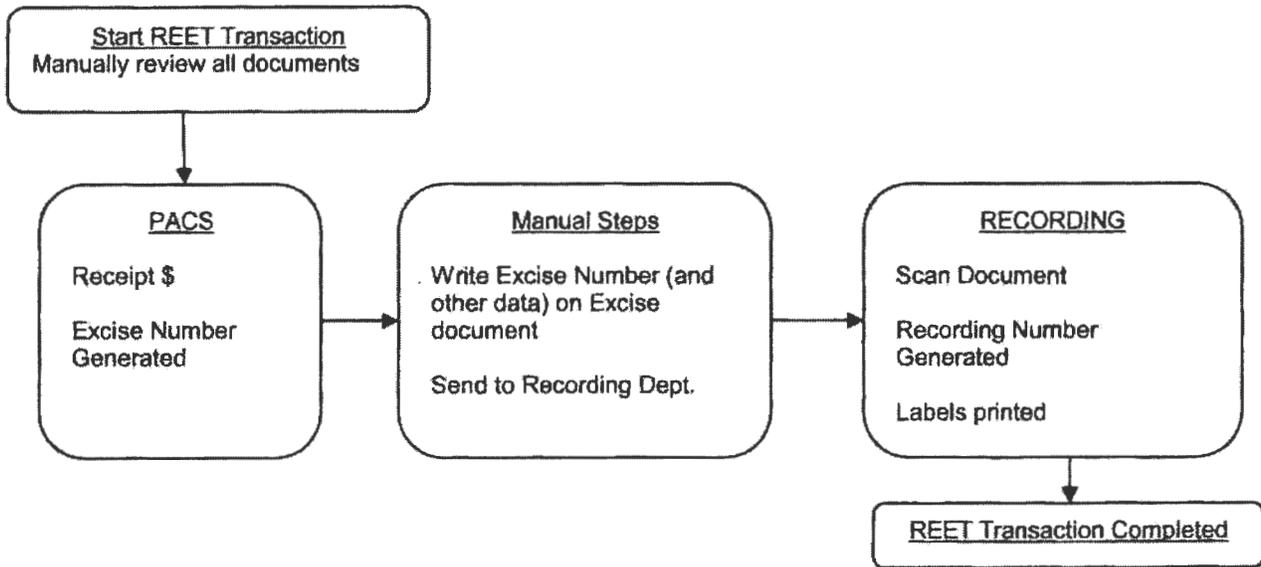
# RFP #691 - Point of Sales Cashiering Application

## Unique or complicated Transactions

- Real Estate Excise Tax (REET) - is currently processed as two transactions due to the requirement of using two systems. If possible, automation of this process would a great enhancement.

## Steps:

- Manually Compare DEED to Excise document
- Manually Verify Information on Excise Doc
- Process Excise Transaction in PACS – take payment, which generates an Excise #
- Record the REET in Recording platform – take payment which generates a recording #



## Exhibit G - Change Order

Project Change Request			
Requestor Name		CR Number	CR
Requestor Phone		Reference Number	
Date Created		Attachments	
Date Required		Priority	Medium
Description of proposed change			
Scope of Change	Task	Responsibility	Date
	Change Detail	Fixed Cost	T&M Estimate
Implications and Notes			
Contract	Non-chargeable		Chargeable
			Time & Materials Estimate
			Fixed Price Quotation
	Total Estimated Hours		Total Estimated
	Proceed	Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Date		
	CLIENT Approval, Signature, and Date		
	Computronix Approval, Signature, and Date		
Project Plan Documents Require Updating	Yes <input type="checkbox"/> No <input type="checkbox"/>		

## Exhibit H - Status Report

<b>Project Status Report</b> <date> to <date>								
CLIENT Project Manager								
CONTRACTOR Project Manager								
<b>1. Accomplishments</b> •								
<b>2. Status of Deliverables</b>								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Deliverable</th> <th style="width: 50%;">Against Schedule</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> </tr> </tbody> </table>	Deliverable	Against Schedule						
Deliverable	Against Schedule							
<b>3. Changes to Project Scope</b> •								
<b>4. Management of Issues</b>								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Key Outstanding Issues</th> <th style="width: 25%;">Assigned to</th> <th style="width: 25%;">Response / Due Date</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table>	Key Outstanding Issues	Assigned to	Response / Due Date					
Key Outstanding Issues	Assigned to	Response / Due Date						
<b>5. Plans for Next Reporting Period</b> •								
<b>6. Risk Management</b>								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Description</th> <th style="width: 25%;">Assigned to</th> <th style="width: 25%;">Response / Due Date</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table>	Description	Assigned to	Response / Due Date					
Description	Assigned to	Response / Due Date						
<b>7. Action Items</b>								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Description</th> <th style="width: 25%;">Assigned to</th> <th style="width: 25%;">Response / Due Date</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table>	Description	Assigned to	Response / Due Date					
Description	Assigned to	Response / Due Date						

## Exhibit I – Certificate of Acceptance Form (Deliverables)

### Deliverable Acceptance Form

**Project Name:** Joint Lobby Cashiering Project

**Deliverable:** <Deliverable Name>

**Completion Date:** <Date>

### Disposition of Deliverable:

Accept deliverable without modification.

Reject deliverable, resolution of attached issues required, re-submit for approval.

### Comments and Notes

<Enter Comments/Notes here>

### Deliverable Acceptance

This document serves to formally indicate that <Deliverable Name> is now complete. By signing this form, Clark County, WA agrees that Computronix has completed the deliverable as described.

### Project Sponsor

Name	Signature	Date Signed

### IT Project Manager

Name	Signature	Date Signed



**Exhibit I – Final Project Acceptance Form**

**Final Project Acceptance Form**

**Project Name:** Joint Lobby Cashiering Project

**Project Completion Date:**

**Project Overview**

**Deliverables Produced**

Project Deliverable	Acceptance Criteria	Acceptance Date

**Work Packages Completed**

Name	Date Completed	Comments

**Project Acceptance**

This document serves to formally indicate that the Joint Lobby Cashiering Project is now complete. By signing this form Clark County, WA agrees that Computronix has fulfilled its project obligations as documented in the contracts.

**Steering Committee**

Name	Signature	Date Signed

**Project Manager**

Name	Signature	Date Signed

## Hosting Service Level Agreement (SLA) Between Computronix and Clark County

This Service Level Agreement describes the Hosting Services to be provided to Clark County (the "County") by Computronix (USA), Inc. of Lakewood Colorado (the "Contractor")

### **Section A – Definitions.**

- 1) Final Acceptance – County signoff that all conditions for approval have been met.
- 2) Gross Negligence – a substantial and appreciably greater breach of the duty of care necessary to support a claim of negligence. with respect to the SLA Agreement.
- 3) Hosting Services – the services described in Section D of this Agreement that are provided by Contractor to County in accordance with the terms and conditions of this Hosting SLA.
- 4) Hosting Service Fees - the monthly fees payable by County to Contractor for the Hosting Services provided under this Hosting SLA.
- 5) Hosting Services Site – the Third-Party "hardened" hosting facility, at a North American location of Contractor's choice, at which servers and related equipment are located. For an additional fee to be negotiated between County and Contractor, the Hosting Services Site may be at a location of County's choice.
- 6) Hosting SLA – this Hosting Service Level Agreement, and any subsequent addenda or amendments made in accordance with the provisions herein.
- 7) Stable Network Connectivity – the Hosting Service will provide, on average, sub-second response time 99.9% of the time between the hosting facility and the internet during the County's critical business hours of 7:00 AM – 6:00 PM Pacific Time (Monday-Friday).
- 8) Stress Test – enlisting multiple concurrent users to interact with the system at one time to determine if the required response time will be affected.

### **Section B - Final Acceptance of Hosting SLA**

Final Acceptance of the Hosting SLA will occur upon:

- 1) Signing of the Hosting SLA AND,
- 2) As a condition precedent to Final Acceptance of the Hosting SLA, Contractor must submit proof that response time requirements can be sustained during the Reliability Acceptance Testing time period pursuant to Section 4.3.5 of the Master Terms and Conditions. During the Reliability Acceptance Testing period, the County will conduct a Stress Test. The results of this test must demonstrate, to the satisfaction of the County that the Hosting Service sustains on average, 2 second or less response time 99.9% for the entire testing period.

## **Hosting Service Level Agreement (SLA) Between Computronix and Clark County**

Upon Final Acceptance, the Hosting SLA will remain in effect for an initial term of five (5) years as per Section 2.5 of the Master Terms and Conditions, unless the County provides a minimum of ninety (90) days advance written notification to the individual identified in Section 2.10 of the Master Terms and Conditions indicating they decline to renew the Hosting SLA.

**Section C - Ownership of Data.** Where Section C – Ownership of Data in this Hosting SLA conflicts with the Master Terms and Conditions, provisions within Section C – Ownership of Data in the Hosting SLA takes precedence over the Master Terms and Conditions.

- 1) Regardless of the location of the hosting facility, County will retain sole and complete, legal and beneficial ownership of its data stored on the hosting site by Contractor.
- 2) Contractor's responsibilities and rights regarding County data are solely restricted to the provision of services described in this Hosting SLA. Contractor may not make any other uses of County data for any reason whatsoever, without the express written consent of County, unless ordered to release such data by a court of competent jurisdiction.
- 3) County may request return of any or all of its data at any time, for any reason, and Contractor will provide such data within 30 days of notification of this request or within 30 days of notification of termination of this Hosting SLA. Contractor will provide the most current daily system backup to the County.
- 4) In the event of any impermissible disclosure, loss or destruction of County data, Contractor must immediately notify County and take all reasonable and necessary steps to mitigate any potential harm or further disclosure, loss or destruction.
- 5) Upon the termination of this Hosting SLA or the end of serviceable life of any media used in connection with this Hosting SLA, Contractor shall, at the County's option:
  - a. Securely destroy all media (including media used for backups) containing any County data and information and provide to the County a signed certificate of destruction and,
  - b. Return to the County all data and provide a signed certification documenting that no County data or information is retained by the Contractor in any format or media.

**Section D - Overview of Hosting Services.** Where Section D – Overview of Hosting Services in this Hosting SLA conflicts with the Master Terms and Conditions, provisions within Section D – Overview of Hosting Services in the Hosting SLA takes precedence over the Master Terms and Conditions.

Contractor is committed to providing secure, reliable and dedicated Hosting Services to County. For maximum protection and value to County, Contractor will provide software and software support services and will contract with a Third-Party for provision of a "hardened" primary hosting facility that adheres to the SSAE 16 Type 2 standard for data centers, at a North American location of Contractor's choice. In return for monthly Hosting Service Fees from County, Contractor will provide the following facilities and services to County:

## **Hosting Service Level Agreement (SLA) Between Computronix and Clark County**

- 1) Secure Hosting Site – through a third-party of Contractor's choice, Contractor will provide a secure hosting facility with 24X7 security controls. All systems will be located in a secure facility, with both physical and electronic security monitoring.
- 2) Power Supply - Through a third-party of Contractor's choice, Contractor will provide a secure hosting facility with redundant and independent sources of electrical power with power conditioners, and UPS devices that ensure a clean, consistent power supply. The Contractor or third-party will test the power supply at least once per calendar year.
- 3) Backup Power Supply - Through a third-party of Contractor's choice, Contractor will provide a secure hosting facility with a backup diesel power generator. In the event the main electrical power supply is lost, the backup generator will automatically start. The Contractor or third-party will test the backup power supply at least once per calendar year.
- 4) Fire Suppression - Through a third-party of Contractor's choice, Contractor will provide a secure hosting facility with automated fire detection and suppression systems.
- 5) HVAC Provision - Through a third-party of Contractor's choice, Contractor will provide a secure hosting facility with redundant heating, venting and air conditioning (HVAC) units to ensure consistent environmental conditions.
- 6) Environmental Monitoring - Through a third-party of Contractor's choice, Contractor will provide a secure hosting facility with 24X7 monitoring of all environmental conditions in the hosting facility. Should an alarm trigger due to an environmental issue such as loss of power or dramatic temperature change, notification will be automatically sent to hosting facility personnel and follow-up resolution will be initiated within one (1) hour of alert.
- 7) Internet Service Providers - Through a third-party of Contractor's choice, Contractor will provide a secure hosting facility with Stable Network Connectivity between the hosting facility and the County. Stable Network Connectivity will be provided by the Contractor via a site to site VPN connection between the County and the hosted site. Contractor will provide at least 100 Mbps full duplex connection from the hosting facility to the internet. Clark County will use the internet as a failover in the event the VPN connection is down.
- 8) 24X7 Facility Access – Contractor will be provided 24X7 physical, secured access to the hosting facility, as well as 24X7 remote access to systems and software. Under the supervision of Contractor, County will also be provided access to the Hosting Services Site upon request.
- 9) Backup Hosting Site - Contractor will provide a backup site in the cloud for use in the event of a catastrophic failure or financial insolvency of the hosting partner.

The Contractor will provide the Backup Hosting Site as a failover site for the County. In the event of a catastrophic failure, the Backup Hosting Site will be used by the County until the failed system is restored. The Backup Hosting Site will be available

## **Hosting Service Level Agreement (SLA) Between Computronix and Clark County**

to the County within twenty four (24) hours of the failure.

Contractor shall conduct a successful disaster recovery test in coordination with the County once per year with a small group of County staff. The timing and duration of the test will be subject to the approval of the County and shall be coordinated and timed so as to cause minimal or no disruption to the County's business operations.

- 10) Systems and Routers/VPN Servers - Contractor will provide all systems, routers, VPN Servers, and switches at a location of Contractor's choice. The Contractor will be responsible for any repair, upgrade, or replacement of servers, routers, VPN Servers, and switches.
- 11) Software –Contractor will provide the following software, including licensing costs, for all systems at the Hosting Services Site:
  - a. Operating System (Windows Server or CentOS) and included utilities and options
  - b. Oracle Database Software
  - c. Performance Monitoring Software
  - d. Backup Software
  - e. Virus Software

Contractor will keep systems secure by applying security patches, security audits and all third-party critical updates within three (3) business days of third-party vendor notification.

- 12) Third-Party Software – County will be responsible for the licensing and cost of all other software licenses required at the Hosting Services Site. County will be responsible for the licensing, installation and maintenance of all software loaded onto County servers, workstations or other County equipment not at the Hosting Services Site.
- 13) Performance Monitoring - Contractor will constantly monitor the performance of systems, routers, VPN Servers, and switches at the Hosting Services Site, this will include such things as CPU, RAM, disk, network connectivity, and network traffic, to maintain system stability and performance.

Contractor will provide patch management, event log management and system tuning. Contractor will monitor systems, routers, VPN Servers, and switches by reviewing system logs on a weekly or as-needed basis.

- 14) Data Backups - Securing County data against loss is a key provision within the SLA. Full backups will be performed by Contractor for County on a daily basis. Contractor uses continuous data protection. Initial backups of the system are performed and incremental back-ups are done every 15 minutes to 2 hours. Periodically, the incremental backups are rolled up into a final back-up. The final backups will be free from errors or omissions 99.9% of the time. Backups will be stored off-site in a secure location based on the following retention schedule:
  - a. Daily backups shall be kept for two weeks

## **Hosting Service Level Agreement (SLA) Between Computronix and Clark County**

- b. Weekly backups shall be kept for six weeks
  - c. Monthly backups shall be kept for a year
  - d. Yearly backups shall be kept for 6 years
  - e. Special backups (litigation holds, etc.) shall be kept indefinitely. Special backups can be burned to a CD or DVD and mailed to the County if needed. The County will be responsible for all costs associated with creating and delivering special backups. The costs associated with this service are identified in **Schedule A – Services Fees**.
- 15) Root Cause Analysis – Contractor will conduct a root cause analysis and provide the County with a Root Cause Analysis Report including how the resolution prevents reoccurrence for all outages affecting the County within five (5) working days of the outage.
- 16) Contractor ISP Provider – Contractor is solely responsible for maintaining all County connections with local Internet Service Providers (ISPs) and for resolving any problems that might arise with local ISP connections for the leased circuit between the County and the Contractor Hosting Facility.
- 17) Security – Contractor’s procedures for the following must be documented and approved by the County prior to Final Acceptance:
- a. Intrusion detection, incident response and incident escalation/investigation
  - b. Providing and resetting access controls to the facility
  - c. Maintaining controls that ensure separation of County data, confidential information and security information from that of the Contractor’s other clients or customers.
  - d. Not allowing Peer to Peer Software (P2P) or any other PC file-sharing software to be installed onto any network managed by the Contractor where County data/files reside unless County specifically permits it in writing on a case-by-case-basis.
- 18) Monthly Reporting – Contractor will provide a monthly report to the County by the 5<sup>th</sup> of each month. The report will contain the following information:
- a. System performance monitoring report by month that includes:
    - i. Average system availability per month with the ability to drill down to daily availability
    - ii. Average response time from hosting facility to the internet
    - iii. Number of times a daily system backup does not exist
  - b. Security

## **Hosting Service Level Agreement (SLA) Between Computronix and Clark County**

- i. Contractor shall report to County if any unauthorized parties are successful in accessing any of the servers (including fail over servers) where County's data/files are housed, within 24 hours of becoming aware of the incident. Contractor shall provide County with a detailed incident report within five (5) days of the breach including remedial measures instituted and any law enforcement involvement.
- ii. Contractor shall protect any Internet interfaces provided under this Agreement using a Security Certificate provided by the County.
- iii. Contractor will provide a monthly report to the County by the 5<sup>th</sup> of each month. The report will contain the following information:
  - Number of times a system intrusion was detected

Contractor will provide notification to the County of any outages to the services identified in Section D1 within 24 hours. A follow-up notification will be sent stating the reason for the outage and the resolution.

At any time, by providing appropriate notification to Contractor, the County or its designate may conduct an on-site inspection of the Contractor's Hosting Services and Hosting Site to validate and verify the above services and infrastructure.

- 19) POSSE Updates – Contractor will test and install into the POSSE system at the Hosting Services Site all updates to the POSSE system and POSSE Add-On Modules for County-specific Emergency Bug Fixes, as well as all POSSE Point, Maintenance and Patch releases which are made available during the term of this Agreement. Installation and testing of any new Version releases of POSSE are not included, and will be implemented under a separate SOW between the Contractor and County.

**Section E - Availability Commitment.** Where Section E – Availability Commitment in this Hosting SLA conflicts with the Master Terms and Conditions, provisions within Section E – Availability Commitment in the Hosting SLA takes precedence over the Master Terms and Conditions.

- 1) While the Hosting Services Site availability will generally be expected to be 24 x 7 (except for scheduled or critical outages), the commitment of Contractor is to provide Hosting Services site availability during the County's Business Hours (7:00 AM – 6:00 PM five (5) days a week, Monday - Friday (Pacific Time) for 99.9% uptime or better in a calendar month. Credits may be claimed only against loss of Hosting Services during County business hours.
- 2) Subject to Sections E1 - E5, if the Contractor, during regular County business hours, fails to provide Hosting Services availability or sub-second response time between the hosting facility and the internet, as defined below in any given calendar month, Contractor will issue a credit toward the next month's Hosting Service Fees in accordance with the following schedule:

## Hosting Service Level Agreement (SLA) Between Computronix and Clark County

Hosting Services Site Availability and Response Time	Maximum Downtime (per month)	Credit Percentage (of monthly fee)
99.9 to 100%	13.2 minutes	0%
99.5 to 99.9%	66 minutes	2.5%
99.0 to 99.5%	2.2 hours	5%
98.6 to 99.0%	3 hours	7.5%
Less than 98.6% (County will Re-evaluate the Hosting Option)		

- 3) The Contractor shall monitor the Hosting Services Site. If downtime is experienced during County business hours for that month, it shall be reported on the Monthly Report (as defined in section D18). The County's bill for the month following shall automatically be adjusted by the Contractor based on the above.
- 4) The total amount credited to County for any given month under this Hosting SLA will not exceed the total hosting fee paid by County for such month for the affected service, except in cases of Gross Negligence. If gross negligence is found on the part of the Contractor, the County has the right to immediately end the Hosting SLA without penalty. The Contractor will provide back-ups from the prior night and log files and will assist the County in setting up their own environment to assume responsibility for the hosting function. This transition will occur within 30 business days of the gross negligence event.

County specifically acknowledges and confirms that under no circumstances whatsoever will Contractor be liable for any incidental, indirect, exemplary, special or consequential damages of any nature or kind, or any loss resulting from business disruption arising from any services covered under the terms of this agreement, regardless of the form of action, whether in contract, tort (including negligence), strict product liability or otherwise, even in the event that Contractor has been advised of the possibility of such damages.

- 5) County will not receive any credits under this Agreement in connection with any failure or deficiency of Contractor Hosting Services caused by or associated with:
- a. Scheduled Maintenance – Time allocated for scheduled monthly maintenance or critical updates of servers and other Contractor equipment will not be considered "down time" as used in the calculation of Hosting Services availability described in Section E.2 of this Hosting SLA. Maintenance will be scheduled for outside of County Business hours specified in Section E.1 of this Hosting SLA. Except for emergencies, maintenance outages will be communicated via e-mail to the County at least 2 business days in advance of any such event
  - b. County Equipment – County is solely responsible for maintaining all County equipment not at the Hosting Services Site and for ensuring that such equipment is in proper working order, has the correct software installed, and has the ability to connect to the Contractor Hosting Services for the exchange of data.
  - c. Internet Outages – Contractor is not responsible for Internet delay (including ISP peering) that may make the Contractor Hosting Services appear inaccessible when others can still connect, during the time the Internet is used as a failover (when the

## **Hosting Service Level Agreement (SLA) Between Computronix and Clark County**

leased circuit provided by the Contractor is down).

- d. County Acts or Omissions – including acts or omissions of others engaged or authorized by t h e County, including, without limitation, any negligence, willful misconduct, or use of the Hosting Services in breach of the terms and conditions of this Hosting SLA.
- e. Force Majeure – To the extent that these circumstances are beyond Contractor's reasonable control, the following events are included,, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, unavailability or interruption in telecommunications or third-party services, virus attacks or hackers, failure of third-party software, or inability to obtain power used in or equipment needed for provision of this Hosting SLA.

**Section F - Hosting Service Fees.** Where Section F – Hosting Service Fees in this Hosting SLA conflicts with the Master Terms and Conditions, provisions within Section F – Hosting Service Fees in the Hosting SLA takes precedence over the Master Terms and Conditions.

- 1) County agrees to pay Contractor a monthly fee (see **Schedule A – Services Fees**) for Hosting Services described in Section D of this Hosting SLA. Hosting Service Fees will be invoiced monthly covering services to be provided for the duration of the Agreement. For partial months of service, Hosting Service fees will be pro-rated based on the number of full or partial calendar days of Hosting Services provided to County.
- 2) Hosting Service Fees are subject to review and adjustment upon renewal of this Agreement. In year six (6), Contractor may increase the Hosting Services' annual fee to a maximum amount not greater than five (5) year US Consumer Price Index (CPI) compounded annually over the previous five years. County will be given the option to revisit the new contracted price for another two (2) year fixed price extension. Contractor shall not charge a greater rate than charged to new customers with similar duration contracts.
- 3) The hourly rate for support services not covered in this Hosting SLA is noted in Schedule A – Service Fees. After the first year, the rate is subject to annual adjustment by the Contractor, any such increase not to exceed the amount of the US Consumer Price Index (CPI) compounded annually since the last increase.
- 4) All fees referred to in this Agreement exclude any applicable federal, provincial, local or sales taxes. County agrees to remit payment to Contractor within 30 calendar days of receipt of the invoice.
- 5) County is permitted to use hosting services for processing transactions in relation to services provided by County within its legal jurisdictional boundaries. County may not use hosting services for processing for another jurisdiction or organization. Requests for processing for other jurisdictions or organizations must be reviewed by the Contractor and is subject to additional fees.

**Hosting Service Level Agreement (SLA)  
Between Computronix and Clark County**

**Section I - Signature Page**

This Hosting SLA may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Photographic, digital or electronic copies of such signed counterparts may be used in lieu of the originals for any purpose.

IN WITNESS WHEREOF, the County and Contractor have caused this Hosting SLA to be executed

**CONTRACTOR**

By: 

Title: VP operations

Date: May 25/2016

**CLARK COUNTY**

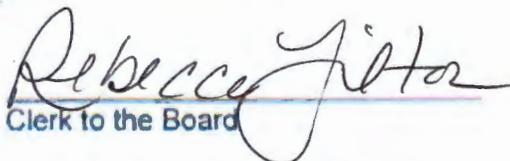
By: 

Date: 5/31/16

Approved as to form only:

  
Deputy Prosecuting Attorney

Attest:

  
Clerk to the Board

## **Hosting Service Level Agreement (SLA) Between Computronix and Clark County**

**Section G - Termination.** Where Section G –Termination in this Hosting SLA conflicts with the Master Terms and Conditions, provisions within Section G –Termination in the Hosting SLA takes precedence over the Master Terms and Conditions.

- 1) If either Party terminates the Master Terms and Conditions or any Exhibit listed in Section 2.1 of the Master Agreement, the Hosting SLA terminates as well.
- 2) County may terminate this Hosting SLA, without cause, by giving Contractor 90 calendar days' notice of termination. If County elects to terminate this Hosting SLA, without cause, after the first 90 days but within the first year term of the Hosting Services, an additional three months of Hosting Service Fees will apply as a penalty for early termination.
- 3) Contractor may terminate this Hosting SLA, without cause, by giving County one year's notice of termination. If Contractor elects to terminate this Hosting SLA, without cause, after the first 90 days but within the first year term of the Hosting Services, an additional three months of Hosting Service Fees will be credited to the County.
- 4) If either County or Contractor terminates this Hosting SLA for a Material Breach, then no penalty for early termination will apply.
- 5) If either the County or Contractor terminates this Hosting SLA for a Material Breach or with or without cause or if the County elects not to renew this Hosting SLA as provided in Section B, the Contractor will assist and work with the County in good faith to transition the Hosting Service to the County's hosting site. The Contractor will assist in transitioning any Hosting Services as provided in this Hosting SLA without causing any unnecessary interruption of, or adverse impact on, the County. The Contractor shall cooperate with the County to take any necessary action and perform any additional tasks that the County may reasonably request to ensure a timely and orderly transition of the Hosting Services. This will include, but is not limited to, the following:
  - a. Providing the most recent back-ups.
  - b. County will procure any software licenses required for operating the system in the County's Hosted environment.

Should the County require assistance in configuring software/hardware currently on the County's hosted site; the Contractor will charge the then current hourly consulting services fees.

**Hosting Service Level Agreement (SLA)  
Between Computronix and Clark County**

**Schedule A – Services Fees**

All prices are in U.S. dollars and exclude applicable taxes.

**Hosting Services Fees for Community Development Cloud Environment**

<b>Item No.</b>	<b>Description of Hosting Services Fees</b>	<b>Price</b>
1.	YEAR ONE Computronix Hosting Services \$6,500/month for hosting \$800/month for maintenance	\$7,300 per month
2.	YEAR TWO Computronix Hosting Services	\$7,300 per month
3.	YEAR THREE Computronix Hosting Services	\$7,300 per month
4.	YEAR FOUR Computronix Hosting Services	\$7,300 per month
5.	YEAR FIVE Computronix Hosting Services	\$7,300 per month

**Pricing for Hosting Services for Teller pursuant to RFP #691**

<b>Item No.</b>	<b>Description of Software or Service</b>	<b>Price</b>
1.	Incremental cost for Teller hosting for Treasury department in Community Development private cloud environment	\$750 per month
2.	Teller hosting for Treasury department prior to availability of Community Development private cloud environment	\$2,250 per month

**Pricing for Optional Additional Hosting Services from Contractor**

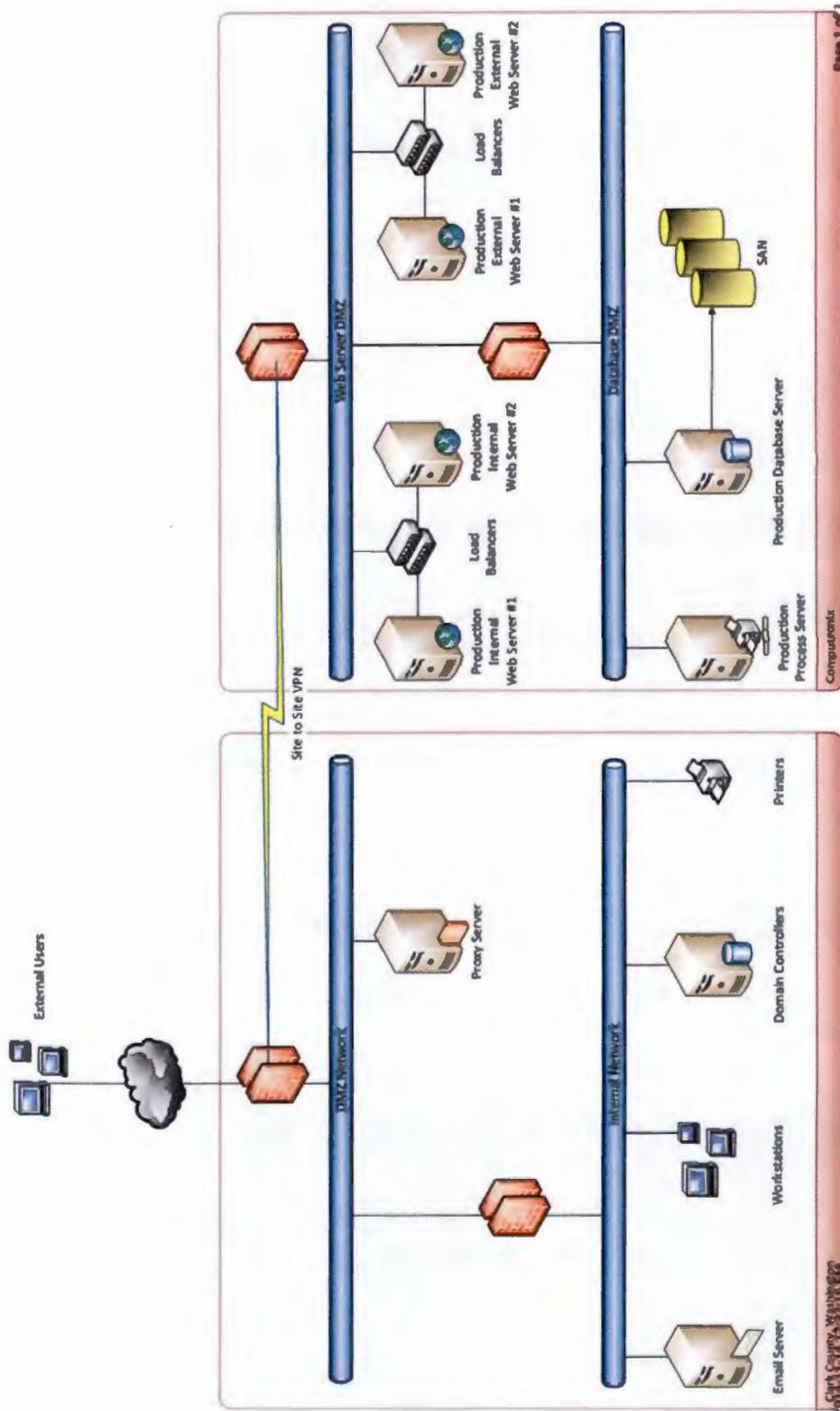
Should the County wish to purchase additional hosting-related services, the following Contractor's pricing shall apply:

<b>Item No.</b>	<b>Description of Software or Service</b>	<b>Price</b>
1.	Special backups	\$400 per backup
2.	Time-and-materials hourly rate for Computronix Professional Services (for all roles, all services)	As per POSSE Annual Product Support Agreement

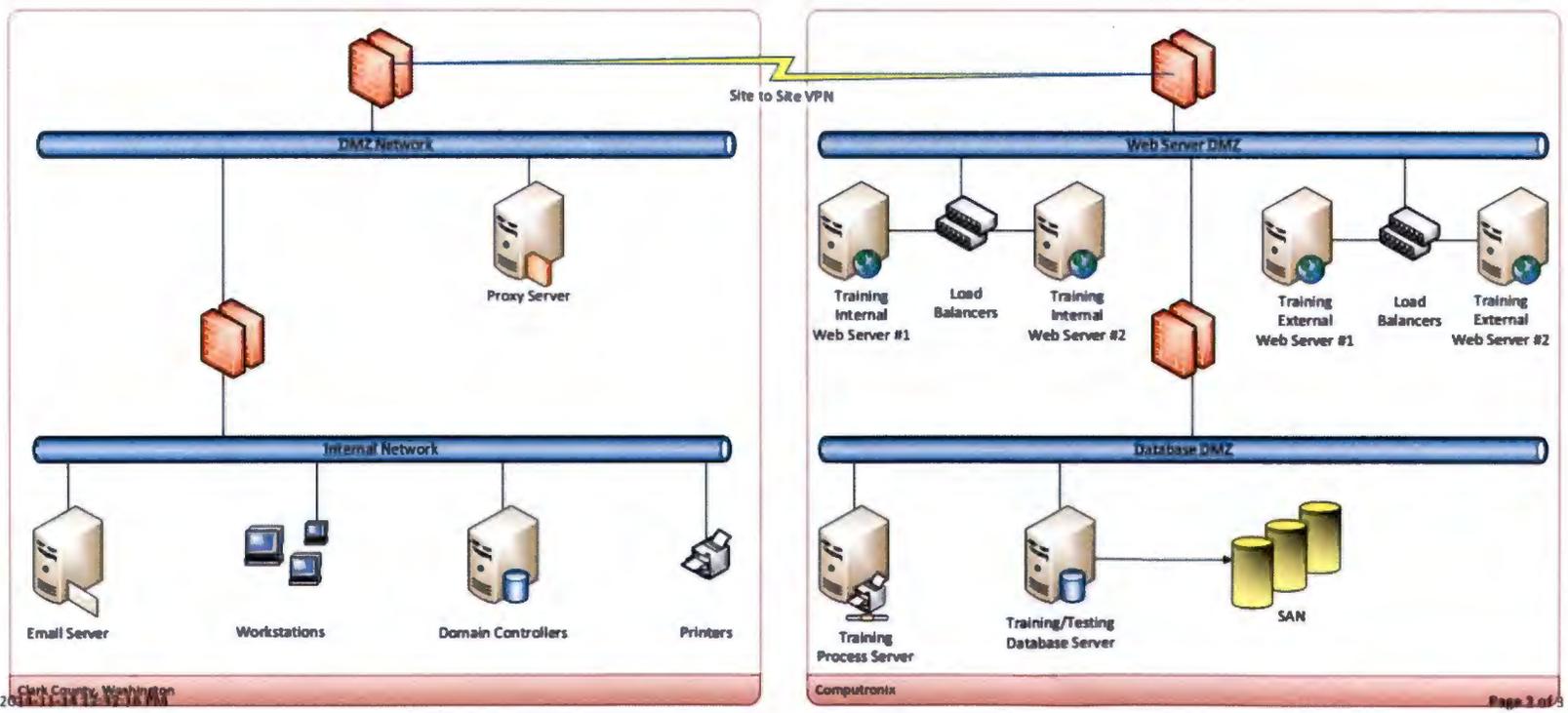
# Hosting Service Level Agreement (SLA) Between Computronix and Clark County

## Schedule B – County Hosting Site Setup

### Clark County, Washington LMS Production Environment



Clark County, Washington LMS Training Environment



# Hosting Service Level Agreement (SLA) Between Computronix and Clark County

## Clark County, Washington LMS Testing Environment

