

Snohomish County Department of Information Technology

**SOFTWARE as a SERVICE
(SaaS) AGREEMENT
BETWEEN SNOHOMISH
COUNTY AND QUESTICA
LTD.**

Budget Software Solution

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SOFTWARE as a SERVICE (SaaS) AGREEMENT BETWEEN SNOHOMISH COUNTY AND QUESTICA LTD.

THIS SaaS AGREEMENT is made this 9th day of September, 2023, by and between Snohomish County, a home rule charter county and a political subdivision of the State of Washington (the “County”) and Questica Ltd. incorporated under the laws of the State of California, and duly licensed to conduct business in Washington State (the “Contractor”).

In consideration for the mutual covenants and agreements herein, the parties agree as follows:

I. Definitions

- **Acceptance** means: (a) the Contractor has provided to the County all Deliverables required to be provided to the County; (b) the Contractor has provided the County a written notice stating that all Material Defects have been corrected; and (c) the County has notified the Contractor in writing that all acceptance testing for the System has been completed successfully in accordance with the terms of this Agreement. Nothing else, including payment for any portion of the System or the County’s use of the System, or any portion thereof, in a live, operational environment, shall constitute Acceptance (under contract law or the Uniform Commercial Code of the State of Washington) of any portion of the System.
- **Account** means an account enabling a person to access and use the Hosted Services.
- **Agreement** means this agreement including any Schedules, Exhibits, or Attachments thereto and any subsequent amendments.
- **Authorized User(s)** means County employees, representatives, consultants, contractors or agents who are authorized to use the Hosted Services and have been supplied user identifications and passwords by the County or on the County’s behalf.
- **Business Day** means any weekday other than a bank or federal holiday in the USA.
- **Business Hours** means the hours of 7:00 a.m. to 5:00 p.m. PST on a Business Day.
- **County Confidential Information** means:

Any information disclosed by, or on behalf of, the County to the Contractor during the term of this Agreement whether disclosed in writing, orally, or otherwise, that at the time of disclosure:

1. Was marked or described as “confidential”; or
2. Should have been reasonably understood by the Contractor to be confidential; and
3. The County Data

- **County Data** means all data, works and materials: used, processed, generated, uploaded to, or stored on, the Platform by the County; transmitted by the Platform at the instigation of the County; supplied by the County to the Contractor for uploading to, transmission by, or storage on, the Platform; or generated by the Platform as a result of the use of the Services by the County.
- **Critical Defect** means any Defect that (1) severely impacts the County’s ability to use the Software or the System or the Contractor’s ability to provide Services, or (2) has a significant financial impact on the County.
- **Defect** means (1) any failure of the Software to operate in accordance with the Documentation, Functional Specifications, or Performance Standards; and/or (2) any failure of the Contractor to perform the Services in accordance with the Service Level Standards.
- **Deliverables** means the Hardware, Software, Documentation, and Services to be delivered under this Agreement.
- **Documentation** means collectively: (a) all of the written, printed, electronic, or other format materials published or otherwise made available by the Contractor that relate to the functional, operational, and/or performance capabilities of the System and/or any Hosted Services; (b) all user, operator, system administration, technical, support, and other manuals and all other written, printed electronic, or other format materials published or otherwise made available by the Contractor that describe the functional, operational, and/or performance capabilities of the System and/or any Hosted Services, including but not limited to the Functional Specifications and Hosted Services Acceptance Plan; and (c) any other Deliverable that is not Hardware or Software. Documentation shall not include Source Code.
- **Effective Date** means the date of mutual execution of this Agreement.
- **Functional Specifications** shall mean those specifications to which the System shall conform as set forth in Section 5 of County RFP-23-013BC-S and as detailed in the Contractor’s response to the County RFP-23-013BC-S.
- **Hosted Services** means the data hosting services provided by the Contractor through Microsoft Azure and as detailed in that portion of Contractor’s response to technical requirements applicable to the System, attached as Exhibit B, which will be made available by the Contractor to the County as a service via the internet in accordance with this Agreement.
- **Hosted Services Defect** means any defect, error or bug in the Platform having a material adverse effect on the appearance, operation, functionality or performance of

the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

1. any act or omission of the County or any person authorized by the County to use the Platform or Hosted Services;
2. any use of the Platform or Hosted Services contrary to the Documentation, whether by the County or by any person authorized by the County;
3. an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification.

R. Hosted Services Specification means the specification for the Platform and Hosted Services set out in Exhibit B and in the Documentation.

S. Intellectual Property Rights means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these “intellectual property rights” include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights and patents).

T. Maintenance Services means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades.

U. Performance Standards means, collectively the performance standards set forth in Exhibit B.

V. Platform means the platform managed by the Contractor and used by the Contractor to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed.

W. Response Time shall mean the interval or time from when an Authorized User requests, via the Services, a Transaction to when visual confirmation of Transaction completion is received by the Authorized User.

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

Y. Service Level Standards means the service level standards set forth in Questica Incident Response Plan in Exhibit B.

- Z. Software** means the aggregate of the standard software and the custom software including all upgrades, maintenance releases, bug fixes or patches, and other modifications provided under this Agreement.
- AA. Support Services** means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services.
- BB. Supported Web Browser** means the current release from time to time of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Contractor agrees in writing shall be supported.
- CC. System or Hosted Services Acceptance Plan** shall mean the Acceptance Plan set forth in Exhibit A.
- DD. Update** means a hotfix, patch or minor version update to any Platform software.
- EE. Upgrade** means a major version upgrade of any Platform software.
- FF. Warranty Period** means the period commencing upon Acceptance and continuing for one (1) year.

II. Scope of Agreement.

The purpose of this Agreement is to provide a software solution specifically for the County's budget process. The scope of services is as defined in Exhibit A (Scope of Work) attached hereto and by reference made a part hereof. This Agreement is the product of County RFP-23-013BC-S.

- A. Scope.** This Agreement defines the terms and conditions, under which the Contractor will design, develop, integrate, deliver, install, train, and support the Deliverables.
- B. Turn-key Basis.** The parties acknowledge that the performance by the Contractor of its obligations under this Agreement is to be done on a "turn-key basis." This expression is understood to mean that the Contractor is fully responsible, pursuant to the terms and conditions of this Agreement, for the delivery of the Deliverables in full conformity with the terms and conditions hereof, and that the Deliverables shall function in conformity with the performance criteria stipulated herein upon delivery, upon Acceptance of the System, throughout the Warranty Period, and throughout the term of the ongoing Support and Maintenance Services. Notwithstanding the preceding, the Parties acknowledge that

the Contractor's ability to deliver the Deliverables may be dependent on deliverables of the County.

III. Services.

A. Hosted Services.

1. The Contractor shall create an Account for the County and shall provide to the County login details for that Account on the Effective Date.
2. The Contractor hereby grants to the County a worldwide, unlimited, non-exclusive license to use the Hosted Services by means of a Supported Web Browser for the internal business purposes of the County in accordance with the Documentation during the term of this Agreement.
3. The Contractor shall provide an unlimited amount of data storage to the County and the County has an unlimited number of user accounts.
4. The license granted by the Contractor to the County under this Section is subject to the following limitation: the Hosted Services may only be used by the officers, employees, agents, and subcontractors of the County.
5. Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the license granted by the Contractor to the County under this Section is subject to the following prohibitions:
 - a. the County must not sub-license its rights to access and use the Hosted Services;
 - b. the County must not permit any unauthorized person to access or use the Hosted Services;
 - c. the County must not use the Hosted Services to provide services to third parties;
 - d. the County must not republish or redistribute any content or material from the Hosted Services except as required by law; and
 - e. the County must not make any alteration to the Platform except as permitted by the Documentation.
6. The County shall use reasonable endeavors, including reasonable security measures relating to Account access details, to ensure that no unauthorized person may gain access to the Hosted Services using an Account.
7. The Contractor shall use reasonable endeavors to maintain the availability of the Hosted Services to the County.
8. Downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

- a. A Force Majeure Event;
 - b. A fault or failure of the internet or any public telecommunications networks;
 - c. Any breach by the County of this Agreement; or
 - d. Scheduled maintenance carried out in accordance with this Agreement.
9. The County must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.
10. The County must not use the Hosted Services:
- a. In any way that is unlawful, illegal, fraudulent or harmful; or
 - b. In connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
11. The County has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the term.

B. Maintenance Services.

1. Contractor shall provide the Maintenance Services to the County for the term of the Agreement.
2. Contractor shall give the County at least ten (10) Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Contractor's other notice obligations under this Agreement.
3. Contractor shall give the County at least sixty (60) Business Days' prior written notice of the application of an Upgrade to the Platform. In addition, Contractor shall provide the County with a test version of the upgraded Platform at least thirty (30) Business Days' prior to the migration to the new version.
4. Contractor shall provide the Maintenance Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Contractor's industry.
5. Contractor may suspend the provision of the Maintenance Services if any amount due to be paid by the County to the Contractor under this Agreement is overdue, and the Contractor has given to County at least thirty (30) days written notice of an undisputed invoice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

C. Support Services.

1. Contractor shall provide Support Services to the County during the term of the Agreement.
2. Contractor shall make available to the County a helpdesk to provide Technical Support as described in Exhibit B attached hereto and incorporated by this reference.
3. Contractor shall provide the Support Services in accordance with the standards of skill and care reasonable expected from a leading service provider in the Contractor's industry.
4. County may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the County must not use the helpdesk for any other purpose.
5. Contractor shall respond promptly to all requests for Support Services made by the County through the helpdesk.
6. Contractor shall provide the Services according to the performance criteria and Service Level Standards set forth in Questica Incident Response Plan in Exhibit B.
7. In the event that the Contractor fails to meet the Service Level Standards, the County shall be entitled to receive from the Contractor Service Level Credits. The County shall have the right to set off any undisputed amounts owed to the Contractor against any Service Level Credits assessed by the County against the Contractor.

D. Training Services.

1. Contractor shall provide Training Services to the County as detailed in Exhibit A.

IV. Term of Agreement.

Term of Agreement. The initial term of the Agreement shall commence upon mutual execution and continue for five (5) years from the date of Acceptance of the System, and may be extended by the County for five additional two (2) year option terms by providing thirty (30) days' written notice pursuant to Section 15(P).

- A. After the Warranty Period, ongoing Support and Maintenance Services shall continue throughout the term of the Agreement.
- B. The maximum term for this Agreement, consisting of the initial term and all additional term(s), is fifteen years from Acceptance unless extended by written agreement signed by all parties.

V. Termination.

- A. **Termination for Convenience.** The County for its convenience may terminate this Agreement, in whole or in part, at any time by providing 30 days written notice pursuant

to Section XIII (P) to the Contractor. After receipt of a Notice of Termination, and except as directed by the County, the Contractor shall immediately stop work as directed in the notice and comply with all other requirements in the notice. Whenever the Agreement is terminated for convenience, the Contractor shall be entitled to payment for actual work satisfactorily performed up to the date of termination at unit contract prices for completed items of work and an equitable portion thereof for partially completed items but shall not be entitled to payment for loss or anticipated profit on deleted or uncompleted work. In the event of such termination, the County agrees to pay a SaaS Recovery Amount equivalent to 50% of the Subscription fees for the remainder of the initial term of the Agreement. The Contractor shall promptly submit its request for termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to review for reasonableness and compliance with the Agreement, applicable laws and regulations.

- B. Termination for Non-Appropriation.** In the event that sufficient funds are not appropriated or allocated for payment under this Agreement or for substantially similar services for any future fiscal period, the County may terminate this contract as a matter of public convenience as provided herein. The County will not be obligated to make payments for services or amounts incurred after the end of the County's current fiscal period (budget year), provided the County provides the Contractor written notice prior to the end of the current fiscal period that non-allocation of funds is probable and provides a Notice of Termination within 30 days after the end of the fiscal period. Notwithstanding the foregoing, this provision shall not be used as a termination for convenience.
- C. Effect of Termination.** The termination of this Agreement shall not affect the accrued rights of the County under any other section or paragraph of this Agreement or limit the rights and remedies of the County hereunder in any manner.
- D. Data on Termination.** Upon request made by the County within 30 days after termination, Contractor will make available to the County for download a file of the County's Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, Contractor shall have no obligation to maintain or provide any of the County's Data and shall thereafter, unless legally prohibited, delete all of the County's Data in Contractor's systems or otherwise in Contractor's possession or under Contractor's control. This Section shall survive the termination of this Agreement..
- E. Transition Services.** Following the termination of this Agreement, in whole or in part, Contractor will provide to County and / or to the service provider selected by County (such service provider shall be known as the "Successor Service Provider") assistance reasonably requested by County to effect the orderly transition of the Services, in whole or in part, to County or to Successor Service Provider (such assistance shall be known as the "Transition Services"). The Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the

terminated Services from Contractor to County or Successor Service Provider; (b) if required, transferring the County Data to Successor Service Provider; (c) using a commercially reasonable effort to assist County in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Contractor in connection with the Services; (d) using commercially reasonable efforts to make available to County, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Contractor in connection with the Services; and, (e) such other activities upon which the parties may agree. All applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section shall survive the termination of this Agreement.

VI. Acceptance Testing.

- A.** Within thirty (30) days of the Contractor providing notice to the County that the System has been installed and County personnel have been trained in accordance with the Agreement, the County shall begin the acceptance testing process at the County Site according to this Section.
- B.** The acceptance testing shall include thirty (30) days of continuous operation of the System without Material Defect in accordance with all Functional Specifications, Performance Standards, and Documentation in the County's fully implemented production environment.
- C.** If the County accepts the work, the County will send a Notice of Acceptance to the Contractor.
- D.** If County determines that the work is not acceptable, the County shall notify the Contractor in writing, describing the deficiencies.
- E.** Upon receipt of a notice describing the deficiencies described in the preceding section, the Contractor shall either provide a detailed, written plan to achieve Acceptance or make corrections or replacements within an agreed upon time with no charge to the County. The parties shall agree on a start date for beginning another Acceptance testing period.
- F.** Another thirty (30) days of continuous operation of the System without Material Defect in accordance with all Functional Specifications, Performance Standards, and Documentation in the County's fully implemented production environment shall follow any corrections or replacements. A third or additional Acceptance testing period may occur if agreed to by the parties.
- G.** If the County Accepts the System following a second or subsequent Acceptance testing period, the County will send a Notice of Acceptance to the Contractor.
- H.** If the Contractor does not correct or replace the unacceptable aspects of the System, the County may declare a breach of the Agreement.

VII. Price and Payment.

- A. The County shall pay the Contractor Five Hundred Sixty-Six Thousand Six Hundred Twenty-Two Dollars (\$566,622.00) upon Acceptance of the payment milestones as stated in the schedule of payments described in Exhibit A. Annual recurring charges for Support and Maintenance Services in years two (2) through five (5) shall not exceed a total of Nine Hundred Eighty Thousand Two Hundred Thirty-Five Dollars (\$980,235.00).
- B. Where the Contractor requires payments by Snohomish County, payment shall be as per agreed upon payment milestones as stated in Exhibit A. Unless specifically stated in Exhibit A, the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.
- C. The County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly in arrears, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit A. Payment shall be made on a Net Thirty (30) day basis. This is a "Fixed-Price" contract based upon the Deliverables identified in Exhibit A.
- D. **Dispute.** Should the County dispute any of the charges on its monthly invoice, it shall notify Contractor of such disputed charges in writing. The notice shall set forth all details concerning the disputed charges and reasons for the dispute. The Contractor and the County shall attempt in good faith to resolve any objection to the invoiced amount prior to the payment due date, the County shall pay the invoiced amount minus the disputed amount on the due date of original invoice. If the dispute is subsequently resolved in favor of the Contractor, the Contractor shall re-invoice the disputed amount owed then, including interest at the annual rate of one percent (1%) from the original due date, and the County shall pay all amounts agreed or found to be owing to the Contractor within (30) days of the date of the reissued invoice.

VIII. Confidentiality and Public Disclosure.

- A. **Confidential Data.** The Contractor acknowledges that it may be provided access to confidential data of the County that is not subject to public disclosure pursuant to chapter 42.56 RCW (the Public Disclosure Act). The Contractor shall use its best efforts: (1) not to disclose or disseminate confidential data provided by the County to the Contractor to any other person, firm, organization, or employee who does not need to obtain access thereto consistent with the Contractor's obligations under this Agreement; (2) not to disclose or disseminate such confidential data to any third party not affiliated with this Agreement or for any purpose not required by the Agreement; and (3) to ensure that all persons working for the Contractor, or provided access to the County's data for any reason, protect the County's confidential data against unauthorized use, dissemination, or disclosure. The Contractor's obligations under this section shall not apply to any information that is or becomes available without restriction to the general public by acts attributable to the County or its employees.
- B. **Public Records Act.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public

where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County’s sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

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

IX. Warranty Provisions.

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

- A. General Warranties.** Contractor warrants that it owns all rights, title, and interest in and to the Software, or that in the case of any third party software that it has the right to grant a sublicense to use such third party software, that all Software shall conform to the Functional Specifications and Documentation, and that the Software and Services shall be free from material defects in workmanship and materials. This warranty coverage shall include any modifications made to the Software by the Contractor and shall survive the expiration or termination of this Agreement.
- B. System.** The Contractor represents and warrants to the County that the System shall function without Defect in accordance with the applicable Functional Specifications, Performance Standards, and Documentation.
- C. Software Performance.** Contractor represents and warrants to the County that the Software or System, as applicable, shall meet the Performance Standards set forth in Exhibit B, including the maximum response times and availability. The Contractor shall correct any failure of the applicable Software and/or System to operate in accordance with the warranties set forth the in this Agreement by providing all additional software,

equipment, and/or services to the County at no additional cost to the County. In the event that the Contractor is unable to correct such failure within a forty-eight (48) hour period, the County shall receive from the Contractor credits in the amounts set for in Exhibit B. In the event the Contractor is unable to correct such failure within thirty (30) calendar days, an Event of default shall be deemed to have occurred.

- D. Services.** The Contractor represents and warrants to the County that it shall perform the Services and provide the Deliverables required by this Agreement in a workmanlike manner, in accordance with the standards of care and diligence and the level of skill, knowledge, and judgment normally practiced by nationally recognized information technology services firms in performing services of a similar nature, provided, however, that where this Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance. Further, the Contractor represents, warrants, and covenants that it shall provide the services or create any Deliverables using only proven current technology or methods unless otherwise agreed by the parties in a particular statement or work or Exhibit.
- E. Documentation.** The Contractor represents and warrants to the County that it has provided to the County all Documentation for the Software and the System and that such Documentation is detailed and complete and accurately describes the functional and operation characteristics of the Software and the System. The Contractor further represents and warrants that it will provide to the County updated versions of all such Documentation when it provides updates and other required Maintenance Services and that all such updated Documentation will be complete and accurate and will be at least as detailed as the Documentation issued to the County with the initial version of the Software and the System. The warranty and commitments contained in this Section shall remain in full force and effect for as long as County continues to receive Support and Maintenance Services from the Contractor.
- F. Future Compatibility.** Contractor warrants that all updates, upgrades, and revisions to the Software furnished hereunder will be implemented in such a manner as to maintain backward compatibility with the previous version or release of the Software furnished under the Agreement, so that such previous versions or releases shall continue to be operable with the Software as updated, upgraded, or revised, in materially the same manner and with materially equivalent performance. Without limiting the foregoing, Contractor further warrants that future Support and Maintenance Services will not degrade the Software, cause a breach of any other warranty, or require the County to purchase new or additional hardware or software for continued operation of the Software or the System.
- G. Latest Versions.** Contractor warrants that all Software as delivered will be the most current release or version that the Contractor has made commercially available to its customers, unless the County, after being advised by the Contractor of the availability of a newer release or version, expressly elects to acquire and deploy an older one.

- H. Virus Warranty.** The Contractor warrants that the Software does not contain any malicious code, program or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), that could damage, destroy, or alter any computer program, firmware, or hardware or which could, in any manner, reveal damage, destroy, or alter any data or other information accessed through or processed by the Software in any manner. The Contractor shall immediately advise the County, in writing, upon reasonable suspicion or actual knowledge that the Software may result in the harm described above. The Contractor shall indemnify and hold the County harmless from any damage resulting from the harm described above. This warranty shall survive the expiration or termination of this Agreement.
- I. Intellectual Property.** The Contractor represents and warrants to the County that the County's use of the Software does not and shall not infringe upon any United States or Canadian patent, trademark, copyright, trade secret or other intellectual property, or proprietary right of any third party, and there is currently no actual or threatened suit against the Contractor by any third party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.
- J. Third Party Warranties and Indemnities.** For any third party Software provided by the Contractor to the County, Contractor hereby assigns to the County all end-user warranties and indemnities relating to such third party Software. To the extent that the Contractor is not permitted to assign any of such end-user warranties and indemnities through to the County, the Contractor shall enforce such warranties and indemnities on behalf of the County to the extent the Contractor is permitted to do so under the terms of the applicable third party agreements. This warranty shall survive the expiration or termination of this Agreement.
- K. Authority.** Each Party represents and warrants to the other that it has the right to enter into this Agreement. Contractor further represents and warrants that there are no outstanding assignments, grants, licenses, encumbrances, obligations, or agreements (whether written, oral, or implied) that are inconsistent with this Agreement and the rights granted or transferred herein. This warranty shall survive the expiration or termination of this Agreement.
- L. Privacy.** Contractor acknowledges that the County Data may contain personal data, health data, and/or medical records data, the use of which data is subject to various Privacy Laws, including all state, federal, and international laws and regulations and state, federal, and national government agency orders and decrees to which the County may be subject ("Privacy Laws"), as well as certain restrictions imposed on the County Data by the data subjects or other third party data providers. The Contractor agrees to strictly abide by all such restrictions pertaining to the County Data, as they are promulgated and applied, currently and in the future. Furthermore, Contractor shall in good faith execute any and all agreements that the County is required to have the Contractor execute in order that the County may comply with any Privacy Laws. If the Contractor's use (whether directly or indirectly) of the County Data is contrary to any Privacy Law, or contrary to any of the restrictions set forth in this Agreement, the County shall have the right to: (1) terminate this Agreement for cause if such breach has not been

cured by the Contractor of within five (5) days of receipt written notice, and (2) pursue any other legal and equitable remedies.

M. Regulatory Requirements. Contractor represents and warrants to the County that the Software meets and satisfies all regulatory requirements. Contractor further warrants that the Contractor, its employees, agents, and subcontractors shall comply with the regulatory requirements.

X. County Data.

A. Ownership. County Data is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County. This Section shall survive the termination of this Agreement.

B. Contractor Use of County Data. Contractor is provided a limited license to County Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display County Data only to the extent necessary in providing the Services. Contractor shall: (a) keep and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose County Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor's own purposes or for the benefit of anyone other than County without County's prior written consent. This Section shall survive the termination of this Agreement.

C. Extraction of County Data. Contractor shall, within one (1) business day of County's request, provide County, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the County Data in the format specified by County.

D. Backup and Recovery of County Data. As a part of the Services, Contractor is responsible for maintaining a backup of County Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in Exhibit A, Contractor shall maintain a contemporaneous backup of County Data that can be recovered within two (2) hours at any point in time. Additionally, Contractor shall store a backup of County Data in an off-site "hardened" facility no less than daily, maintaining the security of County Data, the security requirements of which are further described herein. Any backups of County Data shall not be considered in calculating storage used by County.

E. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of County Data ("Occurrence") or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of County Data, Contractor shall as applicable: (a)

notify County as soon as practicable but no later than twenty-four (24) hours of becoming aware of such Occurrence; (b) cooperate with County in investigating the Occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County; (c) in the case of sensitive, unencrypted personally identifiable information (“PII”, at County’s sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) days of the Occurrence; or, (ii) to the extent covered by Contractor’s insurance, reimburse County for any costs in notifying the affected individuals; (d) to the extent covered by Contractor’s insurance, in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the Occurrence; (f) indemnify, defend, and hold harmless County for any and all Claims (as defined herein), including reasonable attorneys’ fees, costs, and expenses incidental hereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the Occurrence; (g) be responsible for recreating lost County Data in the manner and on the schedule set by County without charge to County; and, (h) provide to County a detailed plan within ten (10) calendar days of the Occurrence describing the measures Contractor will undertake to prevent a future Occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor’s representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. This section shall survive the termination of this Agreement.

XI. Indemnification.

A. General Indemnification. The Contractor shall hold harmless from and indemnify the County, its elected and appointed officials, employees, and agents, against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property of any person or party and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of the gross negligence or willful misconduct of the Contractor, Contractor’s employees, agents, or subcontractors; provided, that if the claims for damages arise out of bodily injury to persons or damage to property and caused by or result from the concurrent negligence: (1) of the County and its elected or appointed officials, employees, or agents, and (2) the Contractor and its agents, employees, or subcontractors, the hold harmless and indemnity provisions of this Agreement shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, employees, or subcontractors. The Contractor’s obligation shall include, but not be

limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

With respect to the Contractor's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the County, the Contractor further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the Contractor's employees caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. This waiver is mutually negotiated by the parties.

B. Patent and Other Proprietary Rights Indemnification.

- 1. Indemnification.** Contractor will indemnify and hold the County harmless from and against any and all claims, losses, liability, damages, costs, and expenses (including attorney's fees, expert witness fees, and court costs) directly or indirectly arising from or related to any actual or alleged infringement (including contributory infringement), misappropriation, or violation of any third party's patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights of any nature in any jurisdiction in the world, resulting from the use of the Software by the County. If the County's continued use of the Software is restricted or prohibited as a result of any such infringement, misappropriation, or violation of third party rights, the Contractor shall, at the County's option and at no charge to the County, and in addition to the County's other rights and remedies, (1) secure for the County the right to continue using the Software as allowed under this Agreement, (2) modify or replace the infringing components of the software so that they are non-infringing with no loss or degradation of features, functionality, or performance, or (3) refund to the County all amounts paid by the County for the Software.
- 2. Exclusions.** Notwithstanding the foregoing, the Contractor will not be obligated to indemnify the County to the extent that an infringement or misappropriation claim is based upon (1) use of the Software in breach, by the County, of this Agreement, if such infringement or misappropriation would not have occurred but for such breach; (2) use of the Software in combination with other products not supplied or recommended by the Contractor or specified by the Contractor as being compatible with the software, if such infringement or misappropriation would not have occurred but for such combined use; (3) use of any release of the Software other than the most current release made available to the County, if the most current release was furnished to the County specifically to avoid such infringement or misappropriation and if such infringement or misappropriation would have been avoided by use of the most current release; or (4) any modification of the Software made by the County (other than at

the Contractor's direction), if such infringement or misappropriation would not have occurred but for such modification.

XII. Insurance.

- A. No Limitation.** Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by insurance or to limit the County's recourse to any remedy indemnification and payment to the County under the terms of a required insurance policy.
- B. Minimum Scope of Insurance and Limits.** The Contractor shall obtain and maintain continuously and for the duration of the Agreement, and for three years following termination, the following insurance:
- 1. Commercial General Liability Insurance** with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and endorsed to include Snohomish County, its officers, elected officials, agents, and employees as an additional insured with respect to the work performed for the County. Insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage.
 - 2. Worker's Compensation Coverage** as required by the industrial Insurance laws of the State of Washington. The Contractor's obligation shall extend to itself and any subcontractors working on behalf of the Contractor and must be obtained before performing any work under the Agreement. The County will not be responsible for payment of workers' compensation premiums or for any other claim or benefit for the Contractor, its employees, consultants, or subcontractor that might arise under the Washington State Industrial Insurance laws.
 - 3. Errors & Omissions/Professional Liability Insurance**, in an amount not less than \$2,000,000 per claim and in the annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) and network and privacy risks (including coverage for unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information, as well as notification costs and regulatory defense) in the performance of services for the County or on behalf of the County hereunder. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of 3 years thereafter for services completed during the term of the agreement.
- C. Other Insurance Provisions.** The required Commercial General Liability Insurance and Professional Technical Liability Policies shall meet the following requirements:
- 1.** The Contractor's insurance coverage shall be placed with insurance carriers licensed to do business in the state of Washington with a current A.M. Best rating of not less than A:VII.
 - 2.** The Contractor's insurance coverage shall be primary and non-contributing insurance with respect to the County. Any insurance or self-insurance coverage maintained by

the County shall be excess of the Contractor's insurance and shall not contribute with it.

3. The Contractor's insurance shall be endorsed to state that the insurer shall provide at least thirty days prior written notice by certified mail, return receipt requested, of any impending cancellation, non-renewal, expiration, or reduction in coverage.
4. Contractor shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily **limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. The County reserves the right to receive a certified copy of required insurance policies.**

Limitation of Liability. NEITHER PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY THE COUNTY HEREUNDER IN THE 36 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY THE COUNTY HEREUNDER.

Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

XIII. Miscellaneous.

A. Obligations that Survive Termination.

In addition to any other specific provisions that so state, the parties recognize and agree that their obligations under Sections V (Termination), VII (Price and Payment), VIII (Confidentiality and Public Disclosure), X (County Data), XI (Indemnification), XIII-C (Assignment and Transfer), XIII-D (Independent Contractor), XIII-F (Compliance with Laws), XIII-I (Governing Law and Venue), XIII-J (Applicability of Uniform Commercial Code), XIII-K (No Waiver), XIII-M (Covenant of Good Faith), XIII-N (Third Party Beneficiaries), XIII-O (No Construction Against Drafter), and XIII-Q (Access to Books and Records) of this Agreement survive the cancellation, early termination, or expiration of this Agreement.

B. Amendments.

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

C. Assignment and Transfer.

No party may assign, delegate, or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. All Services provided by Contractor's transferee during the transition Period shall be provided at no cost.

D. Independent Contractor.

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

E. Acceptance and Removal of Contractor Personnel and Subcontractors.

All Contractor personnel, representatives, agents and subcontractors assigned to perform Services hereunder will be subject to acceptance by the County in the County's sole discretion. Services will be performed at a location specified by the County. The County in its discretion may request removal of any Contractor personnel, representative, agent or subcontractor providing Services hereunder, and Contractor will remove said personnel or subcontractor in accordance with each such request. The County may immediately remove any Contractor personnel, representative, agent or subcontractor in the County's sole discretion. Contractor will manage the transition of replacement personnel or subcontractor to minimize impact on any given project. Contractor may not subcontract the Services or any portion of the Services under this Agreement to any third party (including any independent contractor) without the prior written consent of the County, which consent may be withheld in the County's sole discretion. If the County consents to the use of a subcontractor, then (1) Contractor guarantees the subcontractor's performance, (2) Contractor remains obligated under this Agreement for the performance of the subcontracted Services, (3) Contractor must enter into a written agreement with the subcontractor obligating the subcontractor to comply with Contractor's obligations under this Agreement, and (4) the County has no obligations under this Agreement to the subcontractor and the subcontractor has no rights or remedies against the County under

this Agreement or otherwise. Contractor may not impose on the County a surcharge for any subcontractor fees.

F. Compliance with Laws.

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

G. Non Discrimination.

1. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law Against Discrimination, chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

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

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

H. Security, Access, and Safety Requirements.

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

I. Governing Law and Venue.

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

J. Applicability of Uniform Commercial Code.

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

K. No Waiver.

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

L. Force Majeure.

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

M. Covenant of Good Faith.

Each party agrees that, in its respective dealings with the other party under or in connection with this Agreement, it shall act in good faith.

N. Third Party Beneficiaries.

This Agreement is entered into solely for the benefit of the County and the Contractor. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this Agreement and, as such, [list exception] is entitled, subject to the terms and conditions of this Agreement, to all remedies entitled to third-party beneficiaries under law.

O. No Construction against Drafter.

The parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

P. Notices.

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

Snohomish County:
Department of Information Technology
3000 Rockefeller Avenue, M/S 709
Everett, WA 98201

Questica Ltd.
c/o GTY Technology Holdings Inc. dba Euna Solutions
363 W. Erie St., Floor 7
Chicago, IL 60654

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

Q. Access to Books and Records.

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

R. [Intentionally Deleted.]

S. Severability.

Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or

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

T. Incorporation of Exhibits.

Exhibits referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated herein by this reference.



The Contractor was selected through the County’s RFP identified in Section II.

U. Entire Agreement and Order of Precedence.

This written Agreement and its corresponding Exhibits constitute the entire agreement between the parties with respect to the subject matter contained herein, superseding all previous agreements, statements or understandings pertaining to such subject matter. In the event of any conflict between this Agreement and any of the attached Exhibits, the precedence of Documents shall be as follows:

1. Agreement
2. Exhibit A Statement of Work
3. Exhibit B Phase II Response to Technical Standards
4. RFP-23-013BC-S
5. Contractor’s Response to RFP-23-013BC-S

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

COUNTY OF SNOHOMISH:		QUESTICA LTD.	
 Digitally signed by Ken Klein Date: 2023.09.26 12:40:58 -07'00'			
By: Snohomish County Executive	Date	By: Rob Crocker	Date
Ken Klein		Title: CFO	Sept. 22, 2023
Executive Director			

COUNCIL USE ONLY	
Approved	<u>9/26/2023</u>
ECAF #	<u>2023-1037</u>
MOT/ORD	<u>Motion 23-417</u>

**Approved as to Insurance and
Indemnification provisions:**

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2023.09.22 09:40:57 -07'00'

Risk Management

Date

EXHIBIT A
Statement of Work

Exhibit A Scope of Work

Questica Budget Implementation for Snohomish County

1. General

1.1. Shared Responsibility

Questica and County agree that the implementation of Questica Budget is a shared responsibility, and that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Questica nor County is expected to have resources available to mitigate timeframe slippage caused by the other party, and neither shall have an obligation to do so.

Time is of the essence. The Parties are required to meet all milestone deadlines specified in this Exhibit A and accompanying attachments.

County assumes responsibility for providing the resources as indicated in the SOW. County will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from Questica by the fifteenth (15th) day of the month following the month of the alleged deficiencies and Questica identifies specific deficiencies in County's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected the specific performance requirement of Questica.

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

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

If the problem is one that allows Questica (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 procedures.

1.2. General Clarification

Initial Data Load

"Data import", "import workbooks", and "initial data load" are synonymous terms referring to the initial migration of data from County's existing systems into Questica.

Where this initial data load is to be performed by Questica, the data shall be returned to Questica in Excel workbooks. Questica's Project Manager will provide blank workbooks for this purpose as an output of initial discovery meetings. These are adapted from standard templates to use County's terminology and to incorporate all elements of County's chart of accounts, other data entities, and columns within those data entities. Such data provided must be "clean", consistent, and complete. The Questica PM is not responsible for cleaning data and will not repeatedly load data in order to repair issues and/or add missing information.

County can use the software's user interface or Questica's Excel® export/import feature to further amend and maintain data, or to load data where this is a County task.

For example, where Questica's work to load prior year data may be limited to a specific number of years in order to reduce implementation cost, there is no system limit to the number of prior years that County can load using Excel® export/import.

Data Model

The Questica Budget system is a relational database built on a standard data model. Using the system's user interface, this data model may be enhanced to mirror County's data structures, notably the chart of accounts that is unique to County's institution. While all of the standard tables ('entities') must be retained, the following points are held to be true:

- Any of the standard entities may be renamed to match County's terminology;
- Out-of-the-box entities may be ignored, or in some cases filled with place-holder data, if not useful;
- There is a defined, immutable, relationship between certain entities - for example Costing Centers (Operating) and Projects (Capital) roll up to a single Department, each in turn rolling up to a single Division;
- The GL Account/Account Category, Division/Department, Fund Category/Fund, and Asset Category/Asset Type structures must be consistent across all years and across the modules (Operating, Personnel, Capital, and Performance);
- GL Account Categories must be categorized as containing either a revenue or expenditure accounts;
- Questica Budget enacts data integrity through the use of relational data structures. Data structures that do not follow accepted data principles (for example, re-using GL Accounts/Object Codes to mean different things to different Departments) can typically be accommodated but is not guaranteed and such accommodation can extend the import timeframe;
- A list of the standard entities and their relationship is available upon request.

Integrations

“Integration” as used in this Scope of Work refers to the automation of data exchange between Questica Budget and 3rd party systems. For each of the integrations in scope, Questica shall be responsible for:

- Configuring data transformations, as described by County during the implementation.
- Providing the software interface into Questica Budget, and the operational infrastructure required to manage the integration, as well as the operational infrastructure required to manage the integration (e.g. FTP server).

Questica does not offer services to build the 3rd party system end of integrations. County is responsible for creating data sources and destinations within their 3rd party systems, either through their IT team or through their 3rd party system's integrator. Such data sources and destinations may be database queries, delimited files, and/or web services.

County is advised that in a “cloud” environment, Questica is unlikely to be granted the local network access to County's other enterprise systems for a direct database-to-database integration. The most likely mode of integration will be exchange of formatted text (.CSV) files transmitted using secure FTP (SFTP or FTPS). Integration via web services may be possible where the 3rd party system provides a web services interface that provides/accepts data required by County. It will be County's responsibility to create or cause to be created the necessary file transfer mechanism on their side of the transfer; and to ensure that the 3rd party system's integration components are available, including web services where used.

For all integrations in scope, the following are held to be true except where specifically listed as a customization:

- Records being copied into Questica require a unique key to unambiguously match incoming data with pre-existing records. This key may be a single field value (e.g. Object Code) or a combination of multiple values (e.g. Position+Employee Number). An exception report is provided for data elements which cannot be thus matched. In the case of the Capital integrations this is particularly noteworthy: each record must include a unique project identifier (e.g. Project Number).

- While it is likely that Questica can accommodate any chart of account segments (“chart fields”), and Questica shall accommodate reasonable requests for mapping chart fields to accommodate situations such as legacy account structures, the encoding and decoding of arbitrary structures and mappings (those which cannot be logically described) is not in-scope.
- Questica integrations include the synchronization of chart of account strings, segments, and combinations; which is to say that the list of funds, GL accounts, costing Active, and projects, etc. is not automatically updated from the general ledger or other external system.
- Each distinct data source and/or output file is considered one point of integration. For example, if Statistical Actuals are required from multiple data sources, Questica will need to configure one integration for each data source and a single Statistical Actuals integration will be insufficient.
- Filtering is coded into the integration and there is no custom user interface for the selective export of sections of the budget except to choose a budget year, or in the case of Actuals imports the date range.
- Standard budget export integrations, where in scope, do not have the ability to export only changes since the last export. The entire budget is exported each time. A budget amendment export integration is required in order to export selected parts of the budget, such as changes since the last export.
- Amended budget export integrations, where in scope, will be either export individual amendments as created, or export the batch of amendments since the last export, or import amendments from the general ledger system as read-only budget lines. Which of these options is used is a detail determined during the implementation, but each amendment integration will only work in one of these modes.
- Actuals Import integrations cannot be used to amend the budget.

Customizations

Customizations include custom business rules, modifiers, user interface (grids, forms, etc.), non-standard integrations, hand-crafted reports, and ad hoc entities. They are all detailed in section “2.11. Customizations” of this Scope of Work document. Sections prior to “2.11. Customizations” detail the delivery of standard product functionality and services.

1.3. Definitions

“Final Acceptance” means the point when County acknowledges that the Contractor has performed the entire work product in accordance with the Contract, or the entire product has been used in a production environment for 6 months.

2. Scope of Work

In the Scope of Work tables, entries in the column headed “Scope of Work” are defined as follows:

Entry	Meaning
In scope	The task or function is within the scope of work to be undertaken by Questica professional services. There may be additional refinement of the scope.
County task	The task or function is not within the scope of work to be undertaken by Questica professional services, but will be undertaken by County, with such help from Questica as is detailed in the item description. There may be additional information qualifying this.
Not in scope	The task or function is not within the scope of work to be undertaken by Questica professional services, nor will it be undertaken by County.

Questica will perform the following work as set forth in the tables in Section 2 of this SOW as “In Scope” in 2 phases:

- Phase 1 work includes tasks described in sections:
 - 2.1 Budget Configuration **shall be completed no later than January 31, 2024**
 - New biennial process
 - Preferred method for SSO is Azure Market Place. Questica supports SSO with SAML 2.0 and can connect to the County’s Active Directory or Azure Active directory as the County’s Identity Provider. Questica has a listing on Azure Marketplace but it’s not connected to our SSO offering.
 - 2.2 Operating Module **shall be completed no later than January 31, 2024**
 - Including integrations requiring 3rd party vendor coordination
 - 2.3 Personnel Planning & Budgeting Module **shall be completed no later than January 31, 2024**
 - Including providing method for data integration to County
 - 2.4 Capital Module (Minimal Utilization) **shall be completed no later than January 31, 2024**
 - Initial implementation similar to current use of BDT where one GL line represents many projects
 - No Capital module integrations will be developed in Phase 1
 - 2.11 Customizations for Phase 1, sections 2.1, 2.2, 2.3, and 2.4 **shall be completed no later than January 31, 2024**
 - 2.7 OpenBook **shall be completed no later than April 30, 2024**
 - 2.10 Budget Book and CIP **shall be completed no later than April 30, 2024**
 - 2.8 Training **shall be completed no later than April 30, 2024**
 - Training on modules implemented in Phase 1
- Phase 2 work includes tasks described in sections:
 - 2.4 Capital Module (Full Utilization) **shall be completed no later than January 31, 2025**
 - Questica will share multiple concepts for configuration of this module. County will work with Questica to select best configuration(s). County will update processes around these configurations.
 - 2.6 Performance Measures **shall be completed no later than January 31, 2025**
 - 2.11 Customizations for Phase 2, Sections 2.4 and 2.6 **shall be completed no later than January 31, 2025**
 - 2.8 Training **shall be completed no later than January 31, 2025**
 - Additional training on Capital module
 - Performance Measures training

2.1. Questica Budget Configuration & Shared Components

Functional Area	Description	Scope of Work
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Production System	<p>Hosting of the single production instance of the Questica Budget system.</p> <p>Note that in addition to the hosted production system, County must provide user workstation environments as follows:</p> <ul style="list-style-type: none"> • A web browser: supported browsers - Microsoft Edge, Firefox latest release, Chrome latest release; • Microsoft .NET Runtime 4.68 installed; • Microsoft Excel® 2007 or newer (if spreadsheet export/import feature is required, and/or saving reports as Excel is required); • Microsoft Word® 2007 or newer (if scheduled reporting and/or saving reports as Word is required); • Microsoft's freely available desktop version of Report Builder installed (if self-serve report authoring is required from browsers other than Internet Explorer or Edge) - note that Microsoft have rebranded this "Power BI Report Builder". 	In scope As per hosting agreement.
Sandbox System(s)	Sandboxes are hosted for County's development/test/QA/training needs. They are refreshed on demand by administrative users from within the application and are a clone of the production database. Integrations are not enabled by default and single sign-on (SSO) may need to be configured for sandboxes. Questica reserves the right to remove dormant sandboxes but these can be recreated by County as needed.	In scope: A single sandbox.
Private Data Access	"Private Data Access" is an optional service giving County's technical read-only access to a password protected copy of the database. It uses Microsoft Azure geo-replication to replicate in near real-time, and is accessible using ODBC.	Not in scope
Project Management & Analysis	<p>Questica will assign a Project Manager/Analyst ("PM") to lead this implementation on Questica's behalf. The role and responsibility of the PM is to ensure that the product is implemented according to this Scope of Work and to carry out the tasks detailed in sub-section "3.0.1. Questica Project Management Responsibilities" of this Scope of Work.</p> <p>Limitations:</p> <ul style="list-style-type: none"> - Weekly status meetings is the number of scheduled meetings for the purpose of status reporting that the Questica PM is obligated to attend/host. Exceeding this limit is at the discretion of Questica's PM. This does not limit his or her availability for ad-hoc contact as needed. - The scope includes overhead of project management and analysis as stated in the "Scope or Work" column at right. Where delays are not on the part of Questica, additional project 	<p>In scope with:</p> <ul style="list-style-type: none"> - One weekly status meeting; - 31 weeks of project management and analysis contiguous from project kick-off, or until all other implementation services are delivered, whichever occurs first.

	management and analysis beyond this limit may be billable at Questica's standard services rate.	
Consulting Services - BPI	<p>Questica will facilitate a review of:</p> <ul style="list-style-type: none"> • The budget process for both the operating and capital budgets; • The chart of accounts; • Personnel planning and budgeting; • Reporting requirements. This process will require the participation of stakeholders in group workshops and may include one-on-one workshops. • Budget Process: End to end review, including high level descriptions of the tasks performed, the timing of these tasks, and dependencies. Questica will facilitate a design of the budget process as it relates to the Questica Budget system being implemented, seeking opportunities for improvement. This output will be documentation of:- Budget process stages;- What happens in each stage;- Input, outputs, and participants in each stage;- Stage permission requirements. • Chart of Accounts design: Determine the data model, including the COA, roll-ups (whether part of the GL or not), and other budgetary fields of data. Complete field mapping and prototyping in Questica Budget. • Personnel Budgeting: Review and refine personnel budgeting process and data. To include common personnel budget issues including vacant positions, overtime, benefits, allowances, and statutory deductions. • Reporting Requirements: Ensure reporting is supported by the data model. Identify reports in three primary groups: those required for developing budget, those required for managing budget, and those disseminating for information "up and out" (management and public). Reporting can be through traditional print reports, saved searches, dashboards, smart reports, and OpenBook.County will assume responsibility for maintaining all process documents after hand-off. 	In scope with:- Workshops, to a maximum of 4 half day sessions or equivalent;- Gap document describing Questica's understanding of gaps, options for filling the gaps, selected option (where one has been identified).
Consulting Services - Change Management	<p>Questica will facilitate a change management process in relation to the implementation of Questica Budget. This process will require the participation of stakeholders in group workshops and may include one-on-one workshops.</p> <p>A change management plan document will be produced based on the information gathered, containing:</p> <ul style="list-style-type: none"> - What is changing; - Departments impacted by the change; 	In scope with: - Workshops, to a maximum of 4 half day workshop(s) or equivalent; - Change management plan;

	<ul style="list-style-type: none"> - Each department's ability and willingness to change; - A training plan; - Strategies for dealing with the change. <p>Note that the change management included in this item offers the benefit of Questica's experience in the domain of budget system implementation. It is not the enactment of, or replacement for, a comprehensive project of change management as may be required by County's PMO (project management office), or for a significant change beyond the introduction of a new system that approximates to current processes and procedures.</p>	
On-Site PM Visits	Each on-site visit by the Questica PM, and other implementation staff (excluding training, see below) shall be a minimum of one day and no more than five consecutive business days within the same working week.	Not in scope
Application-Level Security	Determine how and when to use the various security levels available within Questica Budget, enter users and assign them to groups and roles.	County task: Questica will assist with this task until administrators have received training in security configuration.
Single Sign-On	Configure Questica Budget to use County's existing Windows, LDAP, CAS, Google, or SAML Authentication, for user logon.	In scope: Configure production instance to use County's SAML (AD FS) Authentication for user logon. Questica is not responsible for software and configuration changes required to make it authenticate with non-standard implementations of authentication protocols.
Import Configuration ...		
Import Master Configuration Data	Configuration and data import of the following Questica standard data structures, using data supplied by County in Excel® workbooks provided by Questica: <ul style="list-style-type: none"> • Division/Department hierarchy; • Fund Categories and Funds; • Account Categories and Expense and Revenue GL Accounts • Statistical Account Categories and Statistical Accounts • Other Chart of Account Segment Values • Performance Measure Units 	In scope
Integrations ...		

Chart of Accounts	<p>One-directional synchronization (Cayenta to Questica) of chart of account tables to insert and update the list of available values in each table. Note that an integration will mark a deleted item as inactive rather than deleting it, and it becomes inactive immediately.</p> <p>All integrations can be run on demand and/or on a schedule, and the determination thereof is an implementation detail determined individually for each table. Scheduled integrations typically run daily (overnight) but where processes require a more frequent schedule then this can be accommodated, also determined individually for each table.</p> <p>In addition to the general requirements of data exchange (see "Integrations" in 1.2. General Clarification above), note where there is a parent-child relationship between two tables (e.g. object and sub-object) then the parent ID must be included in the child data. Alternatively, the parent-child relationship can be transmitted in a separate file with each such integration counting as one of the total in scope.</p>	In scope: Questica will configure integrations for up to 19 chart of account tables.
Analytics ...		
Standard Reports	Provision of Questica Budget's standard reports. These reports are provided as-is and may not fully address County's specific reporting requirements.	In scope
Administrator Authored Reporting	Questica's reporting infrastructure allows users to create ad hoc views which can be used as datasets when using Report Builder 3.0 for administrator authored reporting; as the data source for dashboard widgets; and as part of the ad-hoc analytics interface. Each ad hoc view requires a base "entity" (database table), which can be one of Questica's native data entities; a user configured entity; or a custom built "report entity" that consolidates the data from multiple entities and presents it to the ad hoc view as a single entity ready to report on.	In scope

2.2. Operating Module

The Questica Budget Operating module is included in this installation.

Functional Area	Description	Scope of Work
Configuration ...		

Import Costing Centers	Configuration and data import of standard Questica Operating data structures, using data supplied by County in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to: <ul style="list-style-type: none"> • Create Costing Centers (for each historical and current/future budget year to be loaded); • Add Costing Centers to Departments consistent with, and shared by, the Capital budget module; • Associate Costing Centers with Funds; • Define Budget Promotion Stages. 	In scope
Initial Data Load ...		
Import Initial Budget	Import the current/future Operating budget from data import workbooks: <ul style="list-style-type: none"> • Create dollar budget line items at the chart of account level by Costing Center. 	In scope: Questica will import the most recent budget with 1 years of future forecast data. Questica will repeat the import once, to accommodate a refresh prior to going live.
Import Historic Budgets	Import prior years' Operating budgets. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope: Questica will import 2 prior years' budgets.
Import Actuals Transactions	Import Operating actuals transactions from data import workbooks.	County task: County can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.
Import Initial Statistical Budget	Import the current/future Operating statistical budget from data import workbooks: <ul style="list-style-type: none"> • Create statistical budget line items at the statistical account level by Costing categorized. 	County task: County will enter their statistical budget data using the Questica user interface or Questica's Excel® export/import feature.
Import Historic Statistical Budgets	Import prior years' Operating statistical budgets. All prior years must have a statistical account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	County task: County can add their historical statistical budget data using the Questica user interface or Questica's Excel® export/import feature.
Import Statistical Actuals Transactions	Import Operating statistical actuals transactions from data import workbooks.	County task: County can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.
Integration ...		

Budget Export	<p>Automated facility to transfer the Operating module budget data from Questica Budget to County's general ledger at the approved budget object/costing center level when invoked by a user.</p> <p>Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.</p>	In scope: Questica will create no more than 1 point of integration for the approved operating budget.
Amended Budget Export	<p>Automated facility to transfer individual approved amendments to the Operating module budget data, from Questica Budget to County's general ledger, or the other direction as required. This interface is required only in the case where County requires the amended budget to be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.</p>	In scope: Questica will create no more than 1 point of integration for the operating budget amendments.
Actuals Import	<p>Automated facility to transfer actual data from County's general ledger to the Questica Budget Operating module at a transaction level on a daily basis when automatically scheduled; and/or on demand.</p> <p>Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure.</p>	In scope: Questica will create no more than 1 point of integration for the operating actual costs.
Statistical Budget Export	<p>Automated facility to transfer the Operating statistical budget data from Questica Budget to a single target system at the approved budget object/costing center level when invoked by a user.</p>	Not in scope
Amended Statistical Budget Export	<p>Automated facility to transfer individual approved amendments to the Operating statistical budget data, from Questica Budget to a single target system, or the other direction as required.</p> <p>This interface is required only in the case where County requires the amended budget to be synchronized between the two systems and where the 3rd party system cannot be updated by re-running the full export provided in the item in the "Statistical Budget Export" item above.</p>	Not in scope
Statistical Actuals Import	<p>Automated facility to transfer actual data from a single source system to the Questica Budget Operating statistics at a transaction level on a daily basis when automatically scheduled; and/or on demand.</p>	Not in scope

2.3. Personnel Planning & Budgeting Module

The Questica Budget Personnel Planning & Budgeting module is included in this installation.

Functional Area	Description	Scope of Work
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Initial Data Load ...	<i>Configuration and data import of standard Questica Personnel data structures, using data supplied by County in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:</i> <ul style="list-style-type: none"> • Create positions; • Create salary grades; • Create salary grade steps; • Create modifiers (benefits); • Create employees; • Allocate employees to positions; • Allocate positions to costing centers. <i>For the purpose of the above, the definitions of positions, grades, grade steps, employees and modifiers shall be those found in the Questica Budget Personnel manual. The relationships between them shall be those currently supported by Questica Budget and described in the Questica Budget Operating Manual.</i>	
Import Positions & Employees	Import from data import workbooks.	In scope
Import Grades & Scales	Import from data import workbooks.	In scope
Create Benefits (Modifiers)	<p>Create “modifiers” to generate supplementary personnel costs such as benefits, allowances, and insurance.</p> <p>Note that modifiers are not simple 2-dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks.</p>	County task: Questica will assist with this task until administrators have received training in modifier configuration.
Import Position/Costing Center Allocations	Import from data import workbooks.	In scope
Integration ...		
Payroll Actuals Import	<p>Automated facility to transfer actual payroll transactions at the employee/position detail level from County’s HR or payroll system to the Questica Budget Operating module; automatically scheduled, and/or on demand. This data may be used to replace existing GL Actuals with payroll detail or may be stored in a separate table.</p> <p>Notwithstanding items expressly referenced in the “Customizations” section of this Scope of Work; and/or other communications between Questica and County to the contrary, standard limitations of this integration include, but are not limited to, the following points:</p> <ul style="list-style-type: none"> • Each distinct data source and/or output file is one point of integration; • A user interface will be created for the selective import of sections of the budget within two date ranges, no other criteria will be available; • Data in each integration point will either replace all GL actuals in the personnel GL account category or be written to a custom entity created to store the payroll actuals, but not both. 	In scope: Questica will create no more than 1 point of integration for the payroll actuals.
HR Data Sync.	<p>Automated facility to synchronize Personnel data between Questica Budget and County’s HR or payroll system. This integration synchronizes:</p> <ul style="list-style-type: none"> • New, deleted, and updated employees; • New, deleted, and updated positions; • Changes in employee-position relationships; • Changes in position-costing center relationships. <p>The integration of profiles (bargaining units), grades,</p>	In scope: Questica will create no more than one integration for Employees, one for Positions, and one for Position Allocations.

	<p>steps, pay scales and benefits shall not be included unless expressly referred to in the “Customizations” section of this Scope of Work.</p> <p>Notwithstanding responses to Requests for Proposals or other communications between Questica and County, the integration of custom chart field items is not included unless expressly set out in the “Customizations” section of this Scope of Work or a Change Order.</p>	
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2.4. Capital Module

The Questica Budget Capital module is included in this installation.

Functional Area	Description	Scope of Work
Configuration ...		
Import Projects	<p>Configuration and data import of standard Questica Operating data structures, using data supplied by County in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:</p> <ul style="list-style-type: none"> • Create Projects (including closed projects where historical budget is to be loaded); • Add Projects to Departments consistent with, and shared by, the Operating budget module; • Define Project Promotion Stages. The configuration data may optionally contain data necessary to: • Define Asset Categories & Asset Types; • Define Project Regions; • Define a Single Set of Project Ranking Metrics. 	In scope
Initial Data Load ...		
Import Initial Budget	<p>Import the current/future capital budget from data import workbooks:</p> <ul style="list-style-type: none"> • Create dollar budget line items with GL Accounts and Funds by Project. 	<p>In scope:</p> <p>Questica will import the most recent budget with 5 years of future forecast data. Questica will repeat the import once, to accommodate a refresh prior to going live.</p>
Import Historic Budgets	<p>Import prior years' capital budgets. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.</p>	<p>In scope:</p> <p>Questica will import 2 prior years' budgets.</p>
Import Actuals Transactions	<p>Import capital actuals transactions from data import workbooks.</p>	<p>County task:</p> <p>County can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.</p>
Import Initial Statistical Budget	<p>Import the current/future capital statistical budget from data import workbooks:</p> <ul style="list-style-type: none"> • Create statistical budget line items at the statistical account level ... by Project 	<p>County task:</p> <p>County will enter their statistical budget data using the Questica user interface or Questica's Excel® export/import feature.</p>

Import Historic Statistical Budgets	Import prior years' capital statistical budgets. All prior years must have a statistical account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	County task: County can add their historical statistical budget data using the Questica user interface or Questica's Excel® export/import feature.
Import Statistical Actuals Transactions	Import capital statistical actuals transactions from data import workbooks.	County task:County can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.
Integration ...		
Budget Export	<p>Automated facility to transfer the Capital module budget data from Questica Budget to County's general ledger or project system at the approved budget object/costing center level when invoked by a user.</p> <p>Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.</p>	In scope: Questica will create no more than 1 point of integration for the approved capital budget.
Amended Budget Export	<p>Automated facility to transfer individual approved amendments to the Capital module budget data, from Questica Budget to County's general ledger or project system, or the other direction as required.</p> <p>This interface is required only in the case where County requires the amended budget to be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.</p>	In scope: Questica will create no more than 1 point of integration for the capital project budget amendments.
Actuals Import	<p>Automated facility to transfer actual data from County's general ledger or project system to the Questica Budget Capital module at a transaction level on a daily basis when automatically scheduled; and/or on demand.</p> <p>Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure.</p>	In scope: Questica will create no more than 1 point of integration for the capital project actuals.
Statistical Budget Export	Automated facility to transfer the Capital statistical budget data from Questica Budget to a single target system at the approved budget object/costing center level when invoked by a user.	Not in scope

Amended Statistical Budget Export	Automated facility to transfer individual approved amendments to the Capital statistical budget data, from Questica Budget to a single target system, or the other direction as required. This interface is required only in the case where County requires the amended budget to be synchronized between the two systems and where the 3rd party system cannot be updated by re-running the full export provided in the item in the "Statistical Budget Export" item above.	Not in scope
Statistical Actuals Import	Automated facility to transfer actual data from a single source system to the Questica Budget Capital statistics at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

2.5. Reserved

2.6. Performance Measures

The Questica Budget Performance Measures module is included in this installation.

This section of the SoW relates only to the configuration of the system. Unless explicitly included as a consulting activity (above), it is County's responsibility to plan, design, and roll-out the performance measurement program(s).

The 'Unlimited Read Only' license does not pertain to this module, as it is provisioned with unlimited read+write licenses.

Functional Area	Description	Scope of Work
Configuration ...		
Measure Categories and Units	Configuration of Performance Measures Categories and Units, establishing those lookup values within the system.	In scope: Questica will, with the help of County, determine and configure the Performance Measures Categories and Units, establishing those lookup values within the system.
Initial Data Load ...		
Measures	Configuration of the initial set of performance measures.	In scope: Questica will import the initial set of performance measures, to a limit of 4 hours of consulting.
Scorecards	Configuration of the initial set of performance measurement scorecards, and including them on dashboards.	In scope: Questica will, with the help of County, create the initial set of scorecards, to a limit of 4 hours of consulting.
Integration ...		
Measure Actuals Import	Automated facility to load actual data from County's 3rd party data collection systems to the Questica Budget performance measures on a scheduled basis; and/or on demand. This integration requires the 3rd party system(s) to provide the following three pieces of information: 1. A unique identifier for the measure, matching that used in Questica;	In scope: Questica will create no more than 1 point of integration for the approved budget.

	<p>2. A date; 3. A value.</p> <p>Users can add measure actuals data not available through an automated interface through the user interface or using Excel export/import.</p>	
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2.7. OpenBook

Questica's "OpenBook" cloud service for data transparency is included in this implementation.

Functional Area	Description	Scope of Work
Configuration ...		
System Administration	General configuration of OpenBook to set the look-and-feel, captions, and add users.	County task: As a County task, County will leverage Questica's training material and reasonable assistance of Questica's PM or consultant to understand the administration options.
Configuration of Visualizations	County is able to add multiple "visualizations" of their data to their OpenBook site. Each dataset is displayed according to a template selected from a library of visualization styles.	In scope: A Questica consultant will assist in configuring OpenBook "Visualizations", to a limit of 10 hours of consulting time (* additional services can be purchased at Questica's standard hourly rate).
Configuration of Questica Budget	Configure ad hoc views in Questica Budget as a convenient source of OpenBook data.	In scope: Questica will, with the help of County, configure up to 3 ad hoc views as a source of OpenBook data. County is able to configure as many additional ad hoc views as required.
Integration ...		
Import from Questica Budget	Connection of OpenBook to Questica Budget, through a shared API key, and the publication of ad hoc views for seamless import of data into OpenBook from Questica Budget.	In scope
Import from CSV Files	Initial and ongoing population of datasets through the import of .CSV files.	County task: As a County task, County will leverage Questica's training material and reasonable assistance of Questica's PM or consultant to load and configure datasets from CSV files.

2.8. Training

Functional Area	Description	Scope of Work
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Online Resources	Questica has invested in creating and maintaining a substantial library of online training courseware in the Questica Help and the Questica Academy. Having signed-up with a valid County email address, all material is available to all users during and after the implementation.	
Training Approach	<p>Questica's standard training model is to train the trainers and/or advanced users within County's organization in all aspects of the application related to the system delivered. Training is a blend of online courseware and "live" training, either in a classroom (if in scope, see "Training Location" below) or via a web conference. In the case of video training Questica's PM will field outstanding questions after the scheduled viewing.</p> <p>Where a specialist trainer is "In Scope" below this might be as a follow-up to a video or presentation of the entire course.</p>	
Training Schedule	<p>Questica's PM will help determine at which point in the implementation the delivery of training is most appropriate. County may prefer to receive some or all of their training in the early stages of the implementation, in the knowledge that such training will need to be carried out using a generic training database. Alternatively County may choose to wait until the implementation is substantially complete in order to be trained on their own instance of Questica.</p> <p>Having received train-the-trainer training, County is responsible for training the end users, except where explicitly included in scope (below).</p>	
Training Location	<p>* Note that this item relates only to location of training and does not confer training in addition to those items scoped below. On-Site Training: Is not included. Remote Training: All training provided by Questica will be delivered using web conferencing tools. Attendees are able to participate in the training from multiple locations using their own computer, or in a conference room with shared screen (their own computer is recommended). Audio is provided by telephone or the computer's own audio facilities. These sessions may be recorded upon request, with the unedited recording provided to County for storage and dissemination using their own media repository.</p>	
Instructional Videos/eLearning Courseware	Instructional on-boarding videos tailored to County's process (one per module) or full eLearning courseware (covering all modules) aimed at end-users. This material will show general system usage, and how to enter and query budgets.	Not in scope
<p><i>The following sections detail the training. County's PM will work with Questica's PM or training specialist to determine the final training plan and topics may be swapped to receive more of one and less of another, provided that the total amount of training does not exceed this plan.</i></p>		
Training: Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos.	In scope: This will be delivered in one training session.
Training: Administrator Authored Reporting	<p>Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos.</p> <p>Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommend that users make use of the many online resources to gain expertise in this tool.</p>	In scope: Up to 3 training sessions will be held on this topic.
Train-the-Trainer: Operating	"Train the trainer" training in the use of Questica Budget's Operating module.	In scope: Up to 4 training sessions will be held on this topic.
Train-the-User: Operating	"Train the user" training in the use of Questica Budget's Operating module.	County task

Train-the-Trainer: Personnel	“Train the trainer” training in the use of Questica Budget's Personnel Planning & Budgeting module.	In scope: This will be delivered in one training session.
Train-the-User: Personnel	“Train the user” training in the use of Questica Budget's Personnel Planning & Budgeting module.	County task
Train-the-Trainer: Capital	“Train the trainer” training in the use of Questica Budget's Capital module.	In scope: This will be delivered in one training session.
Train-the-User: Capital	“Train the user” training in the use of Questica Budget's Capital module.	County task
Train-the-Trainer: Performance Measures	Standard “Train the trainer” training in the use of Questica Budget's Performance module is via pre-recorded training video, with a follow-up discussion with Questica's project manager.	In scope
Train-the-User: Performance Measures	“Train the user” training in the use of Questica Budget's Performance module.	County task

2.9. Reserved

2.10. Budget Book

Questica’s Digital Budget Book is included in this system.

Services for initial implementation of Questica’s standard Digital Budget Book:

Questica’s implementation services shall be delivered remote over a period not exceeding 8 weeks and a total of 40 hours.

Services include:

- Training, including an optional introduction for newcomers to Openbook.
- Review source budget data: account groups, funds, and departments.
- Configuration of Digital Budget Book to support these structures. Questica’s Digital Budget Book is not suitable for arbitrary data mapping, complex (re)calculation of values, and/or reporting of budget using roll-ups and segments other than those by which the budget is built and managed in *Questica Budget*.
- Creation of “views” in *Questica Budget*.*
- Configuration & testing of data integration from *Questica Budget*.*
- Configure standard content and assist with requested changes to standard format.
- Guidance to client on completing tasks, including:
 - manual input of values deemed non-automatable;
 - insertion of unstructured data from files such as images, maps, award certificates, and charts;
 - sharing experience of layout and content options.
- Miscellaneous configuration and content authoring assistance.

* Where the source system is not *Questica Budget*, County is responsible for providing clean well-organized data in CSV files for upload.

2.11. Customizations

Customization work may include, but not be limited to: Custom Business Rules (CBRs), Modifiers, User Interface, Custom Reports, Custom Ad Hoc Entities and Custom Dashboards. Customizations shall be accommodated by Questica upon receipt and acceptance of a signed change order, which will include a

specification and an estimate for the work to be charged on a time & materials basis at the rate of \$200/hr during implementation. Questica shall provide a written plan to the County for review, which shall be subject to approval by the County project manager in advance of work commencing.

Customization hours shall be reported and invoiced monthly.

2.11.1. Specifications

Before Questica undertakes any customizations described herein, as well as integrations with other systems, and data imports, County and Questica shall prepare and sign-off on the detailed specifications (“Specifications”) for the work to be performed.

2.11.2. Change Orders

Any changes to the agreed specifications, including changes requested by County within the warranty period, shall be the subject of a new change order and the work to be carried out thereunder shall be separately quoted, agreed, and billed and shall not be included as part of this Scope of Work.

2.11.3. Warranty

Once completed the custom work shall be warranted by Questica in accordance with the “Technical Support Services” section of the Questica Software License Agreement.

3.0. Project Management

3.0.1. Questica Project Management Responsibilities

1. Coordinating the development of the project plan in consultation with County project manager and team members.
2. Ensuring the timely execution of Questica's deliverables.
3. Ensuring that members of County team are sufficiently educated in the Questica Budget application understand the implications of initial design decisions.
4. Providing County with timely and detailed descriptions of the items identified as “County task” within this SoW, along with their expected completion dates.
5. Providing regular progress status reports to the key team members.
6. Advising County of the impact on the expected delivery dates of any Questica or County deliverable is advanced or delayed.
7. Tracking issues through an issue log.
8. Author and coordinate the approval of change order estimates, and the execution of the deliverables approved.

3.0.2. County Project Management Responsibilities

1. Running County's project according to County's norms, standards, practices, and protocols.
2. Acting as primary communication point with the Questica PM.
3. Providing definitive responses to the Questica PM on all decision points.
4. Ensuring the timely execution of County's deliverables, as identified within this SoW, and advising the Questica PM of expected completion dates.
5. Ensuring that implementation training material is reviewed in a timely manner.
6. Ensuring that change orders contain a full specification of the changes required.
7. Ensuring that customizations are fully specified and documented.
8. Ensuring that all County team members have a clear understanding of their responsibilities to the project.
9. Approving (sign-off) Questica deliverables.

3.0.3. Project Planning

1. The project plan will be prepared by the Questica project manager in consultation with County's project manager and team members.

2. The project planning phase will determine whether Questica Budget modules are to be implemented consecutively or concurrently and, if consecutively, the order of module implementation.
3. The implementation of each Questica Budget module will involve the following stages:
 - a. An overview of, and training in, the module and the ways in which the module can be extended by configuration and customizations.
 - b. A determination of how best to configure and, if necessary, customize the module to meet the objectives of County.
 - c. An overview of the advantages and, if present, disadvantages of the proposed configuration and customizations.
 - d. Documentation of the agreed configuration and customizations.
 - e. The preparation of data import templates consistent with the agreed configuration and customizations.
 - f. The completion by County of the data import templates.
 - g. The import by Questica of the data import templates.
 - h. County approval of the imported Questica Budget structures and data.
 - i. The creation of custom report entities to support County's reporting, where such reporting is not readily available within Questica Budget's natural data model.
 - j. Training in the creation of (ad hoc) views, and ad hoc print reports using Microsoft Report Builder 3.0.
 - k. Determination of custom reporting requirements that cannot be met by the standard reports and the use of the out-of-the-box ad hoc reporting features.
 - l. The preparation of change orders and specification for any custom reports not detailed in this Scope of Work.
 - m. The development by Questica of any required custom reports, whether detailed in this Scope of Work or added to the scope through a change order.
 - n. The testing and acceptance of custom reports and report views.
 - o. The deployment of custom reports and report views.
 - p. The development of an integration strategy for updating the Questica Budget database with actual result data from the financial system and the passing of budget data into the financial system.
 - q. The development by County of the integration components (queries, intermediate tables, file output/input etc.) which are required to access actual data from the financial system/HR System and update the financial system with budget data.
 - r. The development by Questica of:
 - i. integration components which transform budget data prior to updating the financial system;
 - ii. integration components which transform actual result data prior to updating the Questica Budget database;
 - iii. integration components required to initiate the execution of integrations.
 - s. The deployment of all integration components.
 - t. The testing and acceptance by County of the integration components.

4. County Resources

1. The requirement for County resources is variable with:
 - a. The duration of the project.
 - b. The degree of internal County consultation.
 - c. The level of internal County agreement.
 - d. The number of customizations.
 - e. The familiarity of County staff with their General Ledger, ERP, HR, and other 3rd party systems.

5. Testing and Acceptance Criteria

Upon completion of each milestone described in Section 8 of this SOW, Questica shall notify County and the Acceptance testing process will commence. County Acceptance of each milestone shall be based on conformance with all associated tasks and deliverables as described in Section 2 of this SOW. When Questica completes a milestone, Questica shall submit a Milestone Acceptance Form – Attachment 1 to the County for review and approval.

If the County rejects any of the key deliverables in the milestone, Questica shall have 15 business days to either correct items documented in the County’s notification of rejection, or to provide a correction plan. Following the delivery of Questica's notice that the work has been corrected the Acceptance test will start again and the County will either issue a written notice of Acceptance or provide Questica with a notification of rejection, which will include documentation of the specific grounds for the rejection, outlining work not in compliance with the phase or milestone. If the work fails to comply with the phase or milestone after Questica's attempt to correct the work and no clear plan can be agreed upon between the County Sponsor and Questica's Project Director, the County will determine the appropriate corrective action(s), up to and including declaring a material breach of Contract.

Written Final Acceptance shall be provided by the County to Questica when the full system supplied by Questica (including all software, custom configurations, training, and support agreements) has been installed or delivered to County, all activities described in Section 2 of this SOW, and all milestones described in Section 8 of this SOW are fully functional and proven to be satisfactory to the project sponsor. All requirements found in this and all other project documentation (including those documents submitted by Questica) must be satisfactorily met by Questica products/services for each milestone, as well as tested (at the discretion of County) and accepted by County.

6. Timeline

The timeline is as follows:

Milestone	Expected Start Date	Expected Completion Date	Milestone Payment	Deliverables	SOW section
Phase 1					
1	9-Oct-23	24-Nov-23	5%	Project kick-off, communications management plan available, system available	2.1. Production System, Sandbox System
2	27-Nov-23	8-Dec-23	15%	Current and prior year operating budgets available for review	2.2. Sub-section “Initial Data Load” Items: Import Initial Budget Import Historical Budgets
3	4-Dec-23	15-Dec-23	15%	Personnel module loaded with current year’s data and available for review.	2.3. Sub-section “Initial Data Load” Items: Import Positions & Employees

				Positions, employees, modifiers, and position allocations publishing budget to operating which approximates to budget, or actual expenditure.	Import Grades & Scales
4	8-Jan-24	12-Jan-24	10%	Current and prior year capital budgets available for review in phase 1 data model.	2.4. Sub-section "Initial Data Load" Items: Import Initial Budget Import Historical Budgets
5	8-Jan-24	31-Jan-24	10%	Operating actuals integration available. Actual transactions appear as read-only data, with correct date and value.	2.2. Sub-section "Integration" Item: Actuals Import
6	1-Apr-24	19-Apr-24	10%	Completion of training for phase 1.	2.8. Items: Training: Administration Train-the-Trainer: Operating Train-the-Trainer: Personnel
7	12-Feb-24	12-Apr-24	10%	Budget Book training complete and structure created for first budget. Implies that OpenBook exists and is connected to Questica Budget. Users able to enter content into Budget Book approval workflow.	2.10. Budget Book
8	TBD	30-Apr-24	5%	Operating budget export available.	2.2. Sub-section "Integration" Item: Budget Export
Phase 2					
9	1-Oct-24	6-Dec-24	10%	Current and prior year capital budgets available for review in phase 2 data model.	2.4. Sub-section "Initial Data Load" Items: Import Initial Budget Import Historical Budgets

10	9-Dec-24	15-Jan-25	5%	Performance measures module available for use. Initial set of measures/programs created.	2.6. Performance Measures
11	13-Jan-25	31-Jan-25	5%	Completion of Training for phase 2 capital and Performance.	2.8. Item: Train-the-Trainer Capital Train-the-Trainer Performance Measures

7. Fees

Questica shall deliver invoice to the County upon signature approval of Acceptance (“Acceptance Date”) from an authorized representative from Snohomish County for each milestone.

If the County delays progress of a County task (as set forth in the tables of Section 2 of this SOW) for Phase 1 for more than 30 days and the delay affects Questica’s ability to complete a deliverable on time, Questica shall provide written notice to the County of the delayed County task. County shall then have 10 Business days to complete the County task in order for Questica to complete the deliverable. If the delay is not resolved within the 10 Business day deadline, the affected milestone shall become due.

A deliverable shall not be considered subject to the deadline as described above, in the case that acceptance testing finds significant error or omission on Questica’s part versus the original scope and agreed design, and is rejected in accordance with Section 5.

Questica shall be paid for the work as specified in this SOW Accepted by County, and as indicated in the table below (amount shown is before applicable sales tax is added):

Table 1 – Fixed Implementation Fees

Item	Item Description	Cost per Item
Milestone 1	Invoice payable Net 30 days from Milestone 1 Acceptance Date	\$14,048.15
Milestone 2	Invoice payable Net 30 days from Milestone 2 Acceptance Date	\$42,144.45
Milestone 3	Invoice payable Net 30 days from Milestone 3 Acceptance Date	\$42,144.45
Milestone 4	Invoice payable Net 30 days from Milestone 4 Acceptance Date	\$28,096.30
Milestone 5	Invoice payable Net 30 days from Milestone 5 Acceptance Date	\$28,096.30
Milestone 6	Invoice payable Net 30 days from Milestone 6 Acceptance Date	\$28,096.30
Milestone 7	Invoice payable Net 30 days from Milestone 7 Acceptance Date	\$28,096.30
Milestone 8	Invoice payable Net 30 days from Milestone 8 Acceptance Date	\$14,048.15
Milestone 9	Invoice payable Net 30 days from Milestone 9 Acceptance Date	\$28,096.30
Milestone 10	Invoice payable Net 30 days from Milestone 10 Acceptance Date	\$14,048.15
Milestone 11	Invoice payable Net 30 days from Milestone 11 Acceptance Date	\$14,048.15
	Fixed Implementation Fees Total	\$280,963.00

Table 2 – Annual Recurring Fees for Hosting, Maintenance and Support (Invoiced Upon Contract Execution and Annually Thereafter)

Year 1	Year 2	Year 3	Year 4	Year 5
\$236,059.00	\$236,059.00	\$236,059.00	\$247,861.95	\$260,255.05

Table 3 – Optional Customization Fees (Invoiced Monthly in Accordance with Section 2.11)

Item	Item Description	Cost per Item
Customization Hours	Up to 248 hours at \$200.00 per hour	NTE \$49,600.00

8. Project Managers

County Project Manager (“SCPM”)	
Name:	Britni Lynch
Address:	Operational Excellence 3000 Rockefeller Ave Everett, WA 98201
Phone:	(425) 312-0674
Email:	Britni.Lynch@snoco.org
County Project Champion (“SCPM”)	
Name:	Nathan Kennedy
Address:	Finance Department 3000 Rockefeller Ave Everett, WA 98201
Phone:	(425) 388-3120
Email:	Nathan.kennedy@snoco.org
County Project Subject Matter Expert (“SCSME”)	
Name:	Brian Haseleu
Address:	Finance Department 3000 Rockefeller Ave Everett, WA 98201
Phone:	(425) 388-3822
Email:	Brian.haseleu@snoco.org
County Project Subject Matter Expert (“SCSME”)	
Name:	Stephen deSalome
Address:	Finance Department 3000 Rockefeller Ave Everett, WA 98201
Phone:	(425) 388-3809
Email:	Stephen.desalome@snoco.org
County Project Subject Matter Expert (“SCSME”)	
Name:	Cynthia Scheil
Address:	Finance Department 3000 Rockefeller Ave Everett, WA 98201
Phone:	(425) 388-3915
Email:	Cynthia.scheil@snoco.org

ESCALATION PATH:

Snohomish County:

Ken Klein, Executive Director, (425) 388-3298, Ken.klein@snoco.org

Questica, Ltd:

James McCall, VP of Delivery, (877) 707-7755 x 4522, james.mccall@eunasolutions.com

Questica shall assign team members upon contract execution and shall notify County project team members of their contact information by email.

9. SAML 2.0 Compliance

Annual Certificate Updates

Questica shall ensure compliance with SAML 2.0 for end user authentication during the term of this Agreement. County shall provide Questica with minimum of 30 days advance notice of a token-signing certificate expiration and shall provide Questica with the new certificate no less than 48 hours prior to the scheduled change. Questica shall be solely responsible for ensuring County users are provided uninterrupted access to the software by managing the software's certificate renewal during annual updates. Coordination of certificate updates shall be between the following points of contact that may be updated from time to time by notification to the other party in writing.

Questica Contact for Certificate Coordination:

<https://questica.itclientportal.com/ClientPortal/Login.aspx> Phone 1-877-707-7755
support@questica.com

County Contact for Certificate Coordination:

Todd Ryden
425.388.3867
ADFS-support@co.snohomish.wa.us (preferred)

10. Sites and Locations

All work will be conducted remotely.

11. Attachments

Attachment 1 – Milestone Acceptance Form Sample

Attachment 1

Milestone Acceptance Form Sample

Payment Milestone Milestone 1

Milestone Description •
 •

Payment Amount \$

The above project milestone has been achieved. The associated deliverables have been completed, delivered, and approved.

The undersigned has confirmed that the milestone has been completed in accordance with the Statement of Work signed _____, 2023

Authorization
Snohomish County accepts that Questica Ltd. has delivered the products and/or services required to satisfy the acceptance criteria for the above noted Payment Milestone in accordance with the Statement of Work and related contract.

Snohomish County

Questica Ltd.

Name

Title

Signature

Date

Name

Title

Signature

Date

Snohomish County Technical Standard Questions

RFP-23-013BC-S

Vendor-Hosted (SaaS) Only

For each vendor hosted requirement below, please respond by entering the appropriate codes (described below) in the Response Code fields. In addition to providing a code, vendor must provide a separate narrative explanation in the Vendor Response fields.

When any proposed solution does not Comply (“C”) with county technical standards, vendor must provide the following:

- specific details describing how the solution deviates,
- steps that must be taken for the solution to work in the county system, and
- any costs associated with the deviation from standard/steps to be taken.

Vendor must also provide cost information in the cost section of the proposal.

Full, direct, and substantive responses that explain how the solution would perform the function are required. Non-specific responses or omitted information may be considered non-responsive. Any question where the Vendor Response section is left blank will receive a zero score, regardless of the response code given.

Response Codes

“C” Comply – The proposed system will fully meet the requirement. It is a standard feature or function in the base application of the software. Vendor shall explain how the proposed solution fully meets the requirement.

“D” Does not comply – The proposed solution does not comply with this requirement; the software/ system will not meet this requirement in its entirety. Vendor shall explain if and how the proposed solution may meet the requirement. Be sure to use this code if the question is not applicable and state “not applicable” in the vendor response section.

“WC” With Conditions – The following are applicable for this response code:

- The solution can meet this requirement by providing a unit of software or a software module that is separate from the base application. This required unit of software or module **must** be included and clearly identified in the Vendor’s Cost Proposal.
- The requirement can be met by altering the proposed software to meet the requirements and specifications. Costs for customizing software **must** be included and clearly identified in Vendor’s Cost Proposal. Vendor must also commit to completion of customization as part of the initial installation / implementation.

The requirement can be met by purchase of additional hardware (such as servers) to meet the requirements and specifications. Cost for additional hardware **must** be included and clearly identified in the Vendor’s Cost Proposal.

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#	Vendor-Hosted (SaaS) Only	Response Code
VH1	<p>Is the application hosted as software as a service (SAAS) or a cloud-based solution?</p> <ul style="list-style-type: none"> • If “Yes,” are all requirements listed above met by the vendor and the application? • If “No,” list the requirements not met by the proposed application. • Does your proposed solution and cost estimate include both a test/staging environment and a production environment? • If “No,” describe the steps necessary to acquire a secondary (test/staging) environment and include associated costs in the cost section. 	WC
<p><i>Vendor Response:</i> Questica is proposing our SaaS model with cloud-based hosting services provided through Microsoft Azure, serviced from a US-based datacenter.</p> <p>Azure’s uptime availability guarantee is $\geq 99.9\%$ not including scheduled maintenance times. Data security comes by way of AES 256-bit encrypted storage to ensure data is secured while at rest and TLS 1.2 SHA2 256-bit encrypted channel to provide data security while in transit. All client data that is transported to our secure servers is done so via Secure FTP (SFTP) using SFTP-3 protocol, SSH-2 encrypted keys using AES encryption, or better. All client data endpoints for integration are also limited in scope by IP address secured via a firewall. Questica's proposed solution includes two instances: a production instance and an instance that may be used for testing/staging.</p>		
VH2	<p>Is the solution compatible with the hosted data storage standards listed?</p> <p>If the answer to any of the above is “No,” list and explain the requirements not met.</p>	D (complies except #6 - onsite visit)
<p><i>Vendor Response:</i> For requirement number 6 in (VH1 Hosted Solution Requirements): Questica includes hosting in Azure located in the United States. The County will not be granted physical access to the secure data centers. Questica complies with all other requirements.</p>		
VH3	<p>The proposed solution can provide single sign-on capability utilizing ADFS.</p> <p>If the Response Code is not “C” explain how the application integrates with AD but does not use ADFS for single sign-on and if the purchase of a third party tool is required.</p>	C
<p><i>Vendor Response:</i> Yes, for secure system access, Questica leverages Single sign-on (SSO) functionality. Questica supports "identity" via single sign-on technologies like ADFS and LDAP. By setting up the product's configuration files at installation time we can set it to authenticate through a number of SSO providers including</p> <ul style="list-style-type: none"> • Windows Authentication • Mixed Mode Authentication • Google Authentication • CAS Authentication • SAML 2 Authentication <p>There is no need to purchase a third party tool.</p>		

Snohomish County Technical Standard Questions

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#	Vendor-Hosted (SaaS) Only	Response Code
VH4	<p>The proposed solution provider operates a 24/7/365 Security Operations Center (SOC).</p> <p>Provide detailed answers to each of the following questions in the Vendor Response field, below:</p> <ul style="list-style-type: none"> • How do you determine if there is a data breach in your hosted environment? <ul style="list-style-type: none"> ○ Will you or your cloud vendor notify your customers? ○ If you are using a third party cloud vendor, provide their name and other applicable information. ○ Have you had a security breach that involved notifying the public or a government agency? • Will you allow the county or a third-party to conduct vulnerability or penetration testing against your servers? <ul style="list-style-type: none"> ○ If you are using a third-party to conduct vulnerability or penetration testing, provide their name and other applicable information. • Does your system provide 24/7 threat monitoring? If so, what type of monitoring? • Does the proposed solution offer multifactor authentication? If so, is there additional cost? • Are you listed on FedRAMP? • Are you HIPAA compliant? • Are you CJIS compliant? • If this solution includes credit card processing, do you store credit card information (PCI) on your system? 	C
<p><i>Vendor Response:</i> We have experienced no breaches to date. Microsoft would notify Questica in the event of a breach and Questica would notify the County of any such breach.</p> <p>Azure responds to a potential data breach according to the security incident response process, which is a subset of the Microsoft Azure incident management plan. Microsoft's Azure security incident response is implemented using a five-stage process: Detect, Assess, Diagnose, Stabilize, and Close. The Security Incident Response Team may alternate between the diagnose and stabilize stages as the investigation progresses. An overview of the security incident response process is below:</p>		
Stage	Description	
1: Detect	First indication of a potential incident.	
2: Assess	An on-call incident response team member assesses the impact and severity of the event. Based on evidence, the assessment may or may not result in further escalation to the security response team.	
3: Diagnose	Security response experts conduct the technical or forensic investigation, identify containment, mitigation, and workaround strategies. If the security team believes that customer data may have become exposed to an unlawful or unauthorized individual, execution of the Customer Incident Notification process begins in parallel.	
4: Stabilize and Recover	The incident response team creates a recovery plan to mitigate the issue. Crisis containment steps such as quarantining impacted systems may occur immediately and in parallel with	

Snohomish County Technical Standard Questions

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#	Vendor-Hosted (SaaS) Only	Response Code
	diagnosis. Longer term mitigations may be planned which occur after the immediate risk has passed.	
5: Close and Post-mortem	The incident response team creates a post-mortem that outlines the details of the incident, with the intention to revise policies, procedures, and processes to prevent a recurrence of the event.	

More details on Microsoft Compliance are included here : <https://learn.microsoft.com/en-us/compliance/regulatory/gdpr-breach-azure-dynamics>

The timeline is SLA specific, but generally no more than 48 hours from the time the breach is confirmed.

- Questica will notify the County in case of any breaches
- We have had no breaches,
- Questica Budget is a 100% web application based on cloud deployment using Microsoft Azure for hosting services, managed by Questica and Microsoft Azure.
- Questica maintains a controlled document that outlines our incident response and communication plan. This is a part of our SOC2-Type 2 third party audited compliance standard,
- As part of this process our third party conducts vulnerability and penetration testing.

Questica Incident Response Plan:

Support SLAs

Hours of Available Support

Questica telephone technical support is provided toll free by tenured and knowledgeable Questica employees. Standard support hours are 5:00 AM to 5:00 PM (Pacific Time) Monday through Friday, excluding major holidays in North America.

Response Time

Response time is generally no longer than two hours, although it is often immediate, and whenever possible our goal is to resolve any issues on the first call.

Support calls are classified into the following criteria:

	Urgent (example: system is unavailable to users) – Support staff immediately ceases any other activity and works toward a solution, and if possible, remains on the phone with the customer until resolved.
	Important (example: software bug) – Support staff works to resolve the issue within the same business day.
	Minor (example: minor nuisance or irregularity) – To be considered in the next development cycle – may require a hotfix.

All support issues, customer needs and suggestions are tracked through our Customer Relationship Management tools, and all support calls/emails are entered and assigned a tracking number.

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#	Vendor-Hosted (SaaS) Only	Response Code								
<p>Software Issue Escalation</p> <p>Software issues have the following classifications:</p> <ul style="list-style-type: none"> • Low: To be considered in the next development cycle • Medium: To be considered in the next development cycle • High: Addressed in the next Build • Critical (Work Stoppage): Addressed immediately. <p>Once contact has been established with our technical support team, service tickets are escalated automatically (to development) via email to ensure all response commitments are met. If needed, customers can escalate support issues in the following manner:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: #cccccc;"> </td> <td style="background-color: #cccccc;"> </td> </tr> <tr> <td style="text-align: center;">First Level</td> <td style="text-align: center;">Technical Support Representative</td> </tr> <tr> <td style="text-align: center;">Second Level</td> <td style="text-align: center;">Technical Support Manager/Customer Success Director</td> </tr> <tr> <td style="text-align: center;">Third Level</td> <td style="text-align: center;">Vice President, Professional Services</td> </tr> </table> <ul style="list-style-type: none"> • Yes, our system and our hosting provider provides 24/7 threat monitoring services. Questica regularly monitors system responsiveness with Azure built-in monitoring tools - typically, the average page response time is less than 1.5 seconds. <p>Alerts in place to monitor performance:</p> <p>Servers are monitored for activity and changes to the setup. Furthermore, server performance and SQL Server metrics are also tracked. Alerts are configured to notify administrators when:</p> <ul style="list-style-type: none"> • Server or site is non-responsive • Services hosting the site are non-responsive • Automated notifications of heavy resource usage, e.g., drive space, CPU %, throughput, etc. <ul style="list-style-type: none"> • Multifactor authentication (MFA) is indirectly supported by Questica Budget if the County sets up MFA and uses SSO through their authentication provider (e.g., Google Authenticator, Windows Authenticator, SAML, CAS, Mixed Mode). Yes, Our hosting provider – Microsoft Azure is listed on FedRAMP • Yes, Our hosting provider – Microsoft Azure is HIPPA compliant • Yes, Our hosting provider – Microsoft Azure is CJIS compliant • No, Questica Budget does not include any credit card processing nor do we store credit card information (PCI) on our system 					First Level	Technical Support Representative	Second Level	Technical Support Manager/Customer Success Director	Third Level	Vice President, Professional Services
First Level	Technical Support Representative									
Second Level	Technical Support Manager/Customer Success Director									
Third Level	Vice President, Professional Services									
VH5	The proposed solution securely stores all customer data within the United States.	C								

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#	Vendor-Hosted (SaaS) Only	Response Code
	<p>Provide detailed answers to each of the following questions in the Vendor Response field, below:</p> <ul style="list-style-type: none"> • Will customer data physically reside in any countries besides the United States? • In which countries are all copies of backup customer data stored? • Is customer data encrypted at rest? <ul style="list-style-type: none"> ○ If so, what encryption method and standard is used? • Can any cloud provider staff view unencrypted customer data? • Do you conduct background investigations for employees that have access to the data? • Do you require annual security awareness training for your employees? • Does the cloud service offer file versioning for documents? <ul style="list-style-type: none"> ○ If so, how many days or revisions are in the version history? • Do you provide Single-Tenant Data Isolation (data is completely isolated logically and physically from other customer's data)? • Does your solution include disaster recovery with geo-redundant document and data storage? • What are the penalties and costs to remove county data from the cloud vendor? • What is your data retention policy after the conclusion of a contract? (Such as how is the data removed from the cloud storage?) 	
<p><i>Vendor Response:</i> Yes,the proposed solution securely stores all customer data within the United States.</p> <ul style="list-style-type: none"> • Yes,Customer data physically resides only in the United States • Yes, copies of backup customer data is stored only in the United States • Yes, customer data is encrypted at rest <ul style="list-style-type: none"> ○ Data security comes by way of AES 256-bit encrypted storage to ensure data is secured while at rest and TLS 1.2 SHA2 256-bit encrypted channel to provide data security while in transit. • No, cloud provider staff cannot view data • Yes, Questica conducts background investigations for employees that have access to the data • Yes, Questica conducts annual security awareness training for all employees • Questica does not offer file versioning for documents but we do have a basic document attachment feature • Yes, Questica provides Single-Tenant Data Isolation • Yes, our solution includes disaster recovery with geo-redundant document and data storage <p>Azure uses Geo-redundant storage (GRS) replicating data to a secondary region within the same Azure Network. Therefore, the County's data is available even in the case of a complete regional outage or a disaster in which the primary region is not recoverable.</p>		

Snohomish County Technical Standard Questions

RFP-23-013BC-S

#	Vendor-Hosted (SaaS) Only	Response Code																									
<p>Questica Budget has two parts, the application files (aka the site) and the database. The site changes much less frequently than the data; therefore, we maintain a backup policy for each.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 25%;"></th> <th style="width: 35%;">Production</th> <th style="width: 40%;">Sandbox</th> </tr> </thead> <tbody> <tr> <td>Sites</td> <td>Weekly for 4 weeks</td> <td>Weekly for 4 weeks</td> </tr> <tr> <td>Databases</td> <td> <ul style="list-style-type: none"> - Point in time for 35 days - Weekly for 12 weeks - Monthly for 12 months </td> <td> <ul style="list-style-type: none"> - Point in time for 14 days - Weekly for 4 weeks </td> </tr> </tbody> </table> <ul style="list-style-type: none"> There are no penalties and costs to remove county data from the cloud vendor. For the sites hosted in Azure App Services, we employ 'Service Level Objective' (SLO) backup policies; meaning, based on the service level of the site, the backup policy will differ. The higher the SLO, the longer and more granular the backup policy. <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 12.5%;">SLO</th> <th style="width: 25%;">Production</th> <th style="width: 25%;">Test</th> <th style="width: 25%;">Sandbox</th> <th style="width: 12.5%;">Support</th> </tr> </thead> <tbody> <tr> <td>Sites</td> <td>Weekly for 4 weeks</td> <td>Weekly for 4 weeks</td> <td>Weekly for 4 weeks</td> <td>Weekly for 4 weeks</td> </tr> <tr> <td>Databases</td> <td> <ul style="list-style-type: none"> - Point in time for 35 days - Weekly for 12 weeks - Monthly for 12 months </td> <td> <ul style="list-style-type: none"> - Point in time for 14 days - Weekly for 4 weeks </td> <td> <ul style="list-style-type: none"> - Point in time for 14 days - Weekly for 4 weeks </td> <td> <ul style="list-style-type: none"> - Point in time for 7days </td> </tr> </tbody> </table> <p>Site recovery on Azure App Services currently takes around 30 minutes depending on resource availability. However, we're working on reducing that time considerably.</p> <p>The County can put in a request for any changes to the retention period.</p> <ul style="list-style-type: none"> Return of Your Data.: Upon request made by You within 30 days after termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control. 				Production	Sandbox	Sites	Weekly for 4 weeks	Weekly for 4 weeks	Databases	<ul style="list-style-type: none"> - Point in time for 35 days - Weekly for 12 weeks - Monthly for 12 months 	<ul style="list-style-type: none"> - Point in time for 14 days - Weekly for 4 weeks 	SLO	Production	Test	Sandbox	Support	Sites	Weekly for 4 weeks	Weekly for 4 weeks	Weekly for 4 weeks	Weekly for 4 weeks	Databases	<ul style="list-style-type: none"> - Point in time for 35 days - Weekly for 12 weeks - Monthly for 12 months 	<ul style="list-style-type: none"> - Point in time for 14 days - Weekly for 4 weeks 	<ul style="list-style-type: none"> - Point in time for 14 days - Weekly for 4 weeks 	<ul style="list-style-type: none"> - Point in time for 7days 	
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VH6	<p>The proposed solution allows customers to audit the cloud SOC and their processes and procedures.</p> <ul style="list-style-type: none"> Explain if the cloud vendor is SAS 70 Type II audited and willing to provide a copy of their SOC 2 report? <ul style="list-style-type: none"> ((SAS 70 is a report on audit and controls verification); SOC 2 Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy.) Can a customer audit the cloud SOC and their processes and procedures? Does your solution log successful and failed authentication attempts? 	C																									

Snohomish County Technical Standard Questions

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	<p><i>Vendor Response:</i> Yes, Questica is SOC2 Type II certified. A copy of our audit report can be provided if requested, under NDA. Questica has undertaken a 3rd party audit to ensure that client data is managed securely and that internal controls are in place to protect the client’s security interests. Additionally,</p> <p>Questica’s hosting services provider, Microsoft Azure, is also SOC2 Type II compliant</p> <ul style="list-style-type: none">• The SOC 1 attestation has replaced SAS 70, and it's appropriate for reporting on controls at a service organization relevant to user entities internal controls over financial reporting. A Type 2 report includes auditor's opinion on the control effectiveness to achieve the related control objectives during the specified monitoring period.. The compliance document can be downloaded here : https://azure.microsoft.com/en-us/resources/microsoft-azure-compliance-offerings/.• The customer cannot audit the SOC and their processes. However, upon request Questica can provide a copy of our SOC2 Type II report for our customers to review.• Yes, the solution logs successful and failed authentication attempts.	






Questica Saas Agreement Final with Exhibits

Final Audit Report

2023-09-22

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