

Snohomish County Department of Information Technology

**SOFTWARE as a SERVICE
(SaaS) AGREEMENT
BETWEEN SNOHOMISH
COUNTY AND GovQA,
LLC**

Public Records Request and Interagency Request Management System

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SOFTWARE as a SERVICE (SaaS) AGREEMENT BETWEEN SNOHOMISH COUNTY AND GovQA, LLC

THIS SaaS AGREEMENT is made this 12th day of August, 2020, by and between Snohomish County, a home rule charter county and a political subdivision of the State of Washington (the “County”) and GovQA, LLC, incorporated under the laws of the State of Delaware, 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

- A. **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.
- B. **Account** means an account enabling a person to access and use the Hosted Services.
- C. **Actual Uptime** shall mean the total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.
- D. **Agreement** means this agreement including any Schedules, Exhibits, or Attachments thereto and any subsequent amendments
- E. **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.
- F. **Business Day** means any weekday other than a bank or federal holiday in the USA.
- G. **Business Hours** means the hours of 8:00 a.m. to 5:00 p.m. PST on a Business Day.
- H. **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

- I. 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.
- J. 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.
- K. 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.
- L. Deliverables** means the Hardware, Software, Documentation, and Services to be delivered under this Agreement.
- M. 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.
- N. Effective Date** means the date of mutual execution of this Agreement.
- O. Functional Specifications** shall mean those specifications to which the System shall conform as set forth Exhibit C, RFP Functional Requirements Response.
- P. Hosted Services** means the Public Records Request and Interagency Request Management System as specified in the Hosted Services Specification, which will be made available by the Contractor to the County as a service via the internet in accordance with this Agreement.
- Q. 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. a failure of the County to perform or observe any of its obligations in this Agreement; and/or
 4. 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 Section III;
- 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. Maintenance Window** shall mean the total minutes in the reporting month represented by the following day(s) and time(s) during which Contractor shall maintain the **Services**.
- V. Performance Standards** means, collectively the warranties and performance standards set forth in Exhibit B
- W. 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;
- X. 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.
- Y. Scheduled Downtime** shall mean the total minutes in the reporting month represented by the Maintenance Window.
- Z. Scheduled Uptime** shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.
- AA. Services** means, individually or collectively, all installation, implementation, integration, testing, development, conversion, training, consulting, Support and Maintenance Services, Hosted Services, and any other professional or other services that may be provided by the Contractor to the County under this Agreement.

BB. Service Level Credits means compensation due from the Contractor to the County for failure to meet the Service Level Standards listed in Exhibit B.

CC. Service Level Standards means the service level standards set forth in Exhibit B.

DD. 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.

EE. 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;

FF. Supported Web Browser means the current release from time to time of Microsoft Internet Explorer, Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Contractor agrees in writing shall be supported;

GG. System or Hosted Services Acceptance Plan shall mean the Deliverables and Acceptance Criteria set forth in Exhibit A.

HH. Total Transactions shall mean the total of Transactions occurring in the reporting month.

II. Total Problems shall mean the total of problems occurring in the reporting month.

JJ. Transaction of Transactions shall mean Services web page loads, Services web page displays, and Authorized User Services Requests.

KK. Update means a hotfix, patch or minor version update to any Platform software.

LL. Upgrade means a major version upgrade of any Platform software.

MM. 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 define the terms and conditions for the Contractor to provide Web-based Public Records Request and Interagency Request Management System to Snohomish County. 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 No. 16-19SB.

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.

III. Services.

A. Hosted Services.

1. The Contractor hereby grants to the County a worldwide, non-exclusive license to use the contracted Hosted Services by means of a Supported Web Browser for the internal business purposes of the County for Public Records and Interagency Request Processing in accordance with the SOW in Exhibit A during the term of this Agreement.
2. The Contractor will describe the initial data storage provided and any storage related fees or limits on data storage in the Exhibit D – Services and Pricing Schedule, which is attached hereto and by this reference made a part hereof.
3. The license granted by the Contractor to the County under Section III A.1 is subject to the following limitations: the Hosted Services may only be used by Authorized Users and must not be used at any point in time by more than the number of users specified in Exhibit D – Services and Pricing Schedule, for those services that are licensed by user such as Redaction, providing that the County may add or remove user licenses in accordance with the procedure set out therein.
4. 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 Section III A.1 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.

5. 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.
6. The Contractor shall use reasonable endeavors to maintain the availability of the Hosted Services to the County.
7. 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 of the Agreement.

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 ten (10) Business Days' prior written notice of the application of an Upgrade to the Platform.
In addition, Contractor shall provide the County with a test environment as listed in Exhibit D – Services and Pricing Schedule, Table A.

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.

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 Exhibit B - Service Availability Addendum and Exhibit C – RFP Functional Requirements Response.
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 as defined in the Service Availability addendum in Exhibit B

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 (5) additional one (1) year terms by providing thirty (30) days' written notice pursuant to Section XIII.P. Pricing for the initial five (5) years of this Agreement shall remain firm fixed as stated in Exhibit D – Services and Pricing Schedule. Costs for the five (5) additional one (1) year terms, if applicable, shall not increase more than 4% per term.

- A.** The maximum term for this Agreement, consisting of the initial term and all additional term(s), is ten (10) years from Acceptance, unless extended by mutual agreement of the parties, in writing, and approved by the same method as this Agreement, provided, however that the County's obligations after December 31, 2020 are contingent upon

local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

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 written sixty (60) days' 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 the services for the then annual term. 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. 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.
- C. Data on Termination.** Upon termination of this Agreement, Contractor shall, within five (5) business days following the termination of this Agreement, provide County, without charge and without any conditions or contingencies whatsoever with a final extract of the County Data in the format specified by County. Further, Contractor shall certify to County the destruction of any County Data within the possession or control of Contractor, but such destruction shall occur only after the County Data has been returned to County. This Section shall survive the termination of this Agreement.
- D. Transition Services.** Following the termination of this Agreement, in whole or in part, Contractor will, at its discretion, 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 at a rate of no less than \$165 per hour 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.

Acceptance of the system shall be as described in Exhibit A Statement of Work, Deliverables and Acceptance Criteria.

VII. Price and Payment.

- A.** The County shall pay the Contractor upon Contract Execution \$45,800.00 plus applicable sales taxes for the contracted Services required to be provided by the Contractor as stated in the schedule of payments described in Exhibit D, Table A - Hosted services and Annual Fee schedule. Annual recurring charges for contracted Services in years 2 through 5 shall remain firm fixed as described in Exhibit D. Fee increases in years 6 and 10, if applicable, shall not exceed 4% per year.
- B.** The County shall, upon receipt of appropriate documentation, compensate the Contractor, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit D. Payment shall be made on a Net Thirty (30) day basis. This is a "Fixed-Price" contract based upon the Deliverables identified in Exhibits A, C and D.
- C. 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 as defined in Exhibit B - Service Availability Addendum and Exhibit C – RFP Functional Requirements Response.

- 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 – Service Availability Addendum , including the maximum response times and availability. In the event that 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. All Documentation is delivered electronically via the Services in the form of videos and other electronic content. 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. 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.

H. 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.

I. 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.

J. 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.

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

L. Regulatory Requirements. Contractor represents and warrants to the County that the Software meets and satisfies all regulatory requirements to meet Public Records Act Requirements as described in Section VIII.B. 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 five (5) business days of County's request, provide County, for a \$2,500 charge an extract of the County Data consisting of .csv files and document files contained within a single zip file. This paragraph does not pertain to the provision of a data extract upon Termination of this Agreement.

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. Contractor shall maintain a contemporaneous backup of County Data that can be recovered within four (4) 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 PII (personally identifiable information), at County's sole election, (i) provide list of the affected individuals who comprise the PII to the County 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) reimburse County for any costs in notifying the affected individuals; (d) 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 that 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 performance of this Agreement or any act, error or omission of the Contractor, Contractor's employees, agents, or subcontractors, whether by negligence or otherwise; provided, that if the claims for damages arise out of bodily injury to persons or damage to property and caused by or result from the concurrent negligence: (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. Limitation of Liability

NOTWITHSTANDING, GOVQA'S LIABILITY UNDER ALL CIRCUMSTANCES INVOLVED HEREIN THIS AGREEMENT IS EXPRESSLY LIMITED TO \$1,000,000.

XIII. Insurance.

A. 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 \$5,000,000 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.

B. 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.

XIV. 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.

[Intentionally Deleted]

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 .2460 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:

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. Source Code Escrow.

[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.

Exhibit A
Statement of Work

Statement of Work:

GovQA Public Records Request and
Interagency Request System

Vendor: GovQA, LLC

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Versioning: GovQA Public Records Request and Inter-Agency Request System
Version: 1.0
Created by: Snohomish County Dept. of Information Technology
Reviewed:

Background

The County Public Disclosure Committee is comprised of approximately 150 employees who act as Public Records Specialists and perform all public disclosure related activities for their departments and offices including data entry of all public records requests into the public records request tracking system. Additional staff may act as contributors to the requests and be system users.

The County receives approximately 9,000 public records requests (PRRs) annually and has a decentralized staff that is responsible to record and respond to public records requests. The Washington State Public Records Act RCW 42.56 requires agencies to respond to all public records requests within five (5) days of receipt of the request.

Snohomish County currently uses GovQA for tracking public records requests and Access databases for tracking interagency requests.

RFP 16-19SB was published in order to obtain a system that will provide for the intake, tracking, replies and reporting for both Public Records Requests (PRR) and Interagency Requests as needed by the Sheriff's Office. This system shall track compliance with the Washington State Public Records Act and provide a mechanism for vetting external criminal justice agencies so that they can be designated as clients for Interagency Requests.

This Statement of Work (SOW) outlines the scope, schedule, deliverables, acceptance criteria, and financial elements to acquire and deploy Interagency Request functionality. In addition, the SOW will outline the scope, schedule, deliverables, acceptance criteria and financial elements to deploy any elements of the Public Records Request System that are established as functional elements of the RFP, but not currently deployed and in use by the County through its previous agreement with Contractor.

Professional Services Contractor: GovQA

Contractor shall integrate the new functionality within the existing Contractor application.

Contact: Nick Scott (Senior Account Executive) / Tel.: 630-633-7398
900 S. Frontage Rd., Suite 110, Woodridge, IL 60517
nscott@govqa.com

Participating Staff

Note: Contractor and the County reserve the right to name specific project team members, based on availability, upon execution of the SaaS Agreement.

The County and Contractor have multiple staff members (assigned to functional teams) designated as project participants. The following staff members are assigned to the management of the effort:

GovQA:

Sales Contact: Nick Scott (630-633-7398)
Project Manager: Not identified

Snohomish County:

OOE Project Manager: Matt Ballou (425-388-3925)
County Project Sponsor: Cecilia Wilson (425-388-3312)
Sheriff's Office SME: Jessica Payne (425-388-3863)

Project Management

The project will be managed by the County (internal milestones) in cooperation with the Contractor Project Management staff. Contractor will be responsible for:

1. Developing detailed schedule, milestones, and communication plan

2. Scheduling weekly meetings and providing agenda in advance to collaborate on:
 - a. Status reports
 - b. Timeline review
 - c. Review of issues, risks, and any changes

Communication

The Snohomish County Office of Operational Excellence (OOE) Project Manager (Matt Ballou) is the primary point of contact with Contractor. Snohomish County Sheriff's Office staff (Jessica Payne) shall act as the Subject Matter Expert (SME) for the Interagency Request Module. Snohomish County Public Records Officer (Cecilia Wilson) shall act as the SME for the Public Records Module, including payment processing and JLARC reporting.

Change Control

County Project Manager will notify Contractor of any requested project changes. If the requested change affects scope or budget, Contractor will provide a written response within five business days to include an estimate of the impact of the proposed change(s) on level of effort, cost, and schedule to accomplish the desired work. Any additional cost change shall require approval in the form of a contract amendment.

Statement of Work: *Scope of Project*

The Contractor Public Records Management System is a configurable "off the shelf" SaaS platform. The system will be complete and operational at the time of purchase, upon execution of the SaaS Agreement. Contractor shall configure all modules of the system purchased to accommodate the County's required workflow and will perform custom configurations and design changes as needed to support the County's business processes.

Contractor shall perform a gap-fit analysis to identify gaps between Snohomish County's current use of the Contractor Public Records module and a more complete use of the system to meet all functional requirements as described in Exhibit C Functional Requirements Response. Contractor shall provide detailed recommendations for closing these gaps, including recommended staff training. Contractor and Snohomish County shall jointly determine a plan to execute on these recommendations. For design elements unavailable to County administrators or outside the scope of training offered by Contractor, Contractor shall provide a combination of specific guidance, training and/or technical services as necessary to configure the system to align with Snohomish County's Functional Requirements Response after completion of the gap-fit analysis.

The Contractor shall include the following areas in the configuration of the system for County business process requirements:

- Configure JLARC report.
- Provide necessary data and data field changes to support business processes and workflow.
- Configure web forms for workflow driven activities.
- Configure payment processing in partnership with the County's selected vendor, Point and Pay.

Deliverables and Acceptance Criteria

#	Contractor Responsibilities	County Responsibilities	Deliverables	Acceptance Criteria
Project Management				
1.	<ul style="list-style-type: none"> Plan, create and present kickoff presentation Provide vendor application expertise to project team 	<ul style="list-style-type: none"> Participate in initiation and kickoff planning Identify key stakeholders for participation Review and accept kickoff presentation 	<ul style="list-style-type: none"> Kickoff Presentation 	Completed presentation that includes information about project details and that establish the project on a clear path to success
2.	<ul style="list-style-type: none"> Provide project plan with milestones and due dates Identify milestones and key dates Schedule and manage weekly team meetings 	<ul style="list-style-type: none"> Participate in implementation planning; review and revise project plan as needed Identify scheduling constraints Identify participating County resources Confirm weekly meeting schedule with participants 	<ul style="list-style-type: none"> Project plan with milestones and due dates completed Completed Team Meeting Schedule 	Timeline and meeting schedule is delivered, and determined by the County that it is consistent with available County resources required for the successful implementation of the modules.
3.	<ul style="list-style-type: none"> Provide weekly status reports with timeline updates Identify issues, risks, changes; document in issues and risk log Identify and resolve any needed task escalations 	<ul style="list-style-type: none"> Review and provide feedback for weekly status reports, distribute to stakeholders. Validate possible issues Assist in resolution of needed task escalations 	<ul style="list-style-type: none"> Weekly Status Reports (verbal or written as agreed by County and Contractor Project Managers) Documentation of identified issues, risks, and changes Updated issues and risk log 	Completed status meetings that demonstrate desired scheduled progress. Reviewed and accepted documentation of issues and risks by County Project Manager.
4.	<ul style="list-style-type: none"> Provide notice upon completion of the Implementation task list 	<ul style="list-style-type: none"> Review and accept completed task list 	<ul style="list-style-type: none"> Documentation of completed tasks 	County Project Manager has reviewed and validated completed task list.
Requirements Gathering				
1.	<ul style="list-style-type: none"> Provide templates and conduct sessions with end users to gather information Use gathered information on 	<ul style="list-style-type: none"> Participate in the work sessions, provide current and future business processes 	<ul style="list-style-type: none"> Completed information sessions supporting and informing the activities Completed gap-fit analysis 	Review and validation by County that templates meet County business process requirements. Review and accept the gap-fit analysis.

#	Contractor Responsibilities	County Responsibilities	Deliverables	Acceptance Criteria
	<ul style="list-style-type: none"> existing environment to produce a gap-fit analysis. Use gathered information to build and test the County's platform Complete templates from gathered data inputs 		<ul style="list-style-type: none"> Completed build/configure/unit test templates sufficient to support County business processes 	
2.	<ul style="list-style-type: none"> Guide and support County staff to determine user fee structure based on state law 	<ul style="list-style-type: none"> provide contractor with state requirements Participate in development of fees 	<ul style="list-style-type: none"> user/customer fee structure draft 	County review and acceptance of user/customer fee structure draft
3	<ul style="list-style-type: none"> Identify and document all reporting requirements Assist County to create custom reports as needed 	<ul style="list-style-type: none"> Participate with the Contractor to identify reporting requirements Participate in creating custom reports 	<ul style="list-style-type: none"> Complete list of reporting requirements Complete list of required County custom reports 	County has reviewed and validated list of reporting requirements and verified that all identified County report needs are satisfied
4.	<ul style="list-style-type: none"> Provide initial overview training to County staff to create basic understanding of system core features and nomenclature 	<ul style="list-style-type: none"> Participate in training sessions 	<ul style="list-style-type: none"> Completion of overview training sessions 	County staff have validated basic understanding of core features and nomenclature
Build/configure/test				
1.	<ul style="list-style-type: none"> Design, build, configure, document, and test the overall module configurations required to produce a fully functioning instance Set up overall instance Provide knowledge transfer to County staff on how to set up the overall instance 	<ul style="list-style-type: none"> Observe and learn how to set up, verify and make decisions within the system Validate module setup and configuration through iterative testing 	<ul style="list-style-type: none"> Fully completed instance setup and configuration of the software 	County has reviewed and validated setup and configuration meets the expressed business needs of the County

#	Contractor Responsibilities	County Responsibilities	Deliverables	Acceptance Criteria
2	<ul style="list-style-type: none"> Revise and configure updates to the County's public portal to include all existing and new modules added through the RFP 	<ul style="list-style-type: none"> Define the branding and the page layout Validate the public portal page setup (iterative testing) to ensure it meets County requirements 	<ul style="list-style-type: none"> Completed Public Portal Setup with all configuration ready to go-live 	County has reviewed and validated the Public Portal and verified testing reflects that the Portal meets the needs of the County staff and reflects the County's input into the final design
3	<ul style="list-style-type: none"> Configure workflow rules based on expressed requirements and project scope Train County staff on workflow configuration (knowledge transfer) 	<ul style="list-style-type: none"> Participate and learn how to configure workflow (vendor knowledge transfer) Validate workflow configuration (iterative testing) 	<ul style="list-style-type: none"> Completed workflows with all configurations ready for go-live 	County project team has reviewed the workflows and verified workflows reflect the business practices and needs of the County.
4	<ul style="list-style-type: none"> Create and configure Letter Templates to support County business processes Train County staff to configure Letter Templates (knowledge transfer) 	<ul style="list-style-type: none"> Provide and review template content Observe and learn how to configure Letter Templates Work with Contractor to configure Letter Templates 	<ul style="list-style-type: none"> All defined Letter Templates configured and ready for go-live 	County staff has reviewed and verified that all Letter Templates are complete and correct for County business functionality
5	<ul style="list-style-type: none"> Configure Email Templates as required by the County Train County staff to configure Email Templates (knowledge transfer) 	<ul style="list-style-type: none"> Define all necessary Email Templates and E-Mail addresses by role Participate with Contractor to setup all Email Templates Validate Email Templates for functionality Train with vendor staff to learn how configure Email Templates (knowledge transfer) Validate Email Templates for correct functionality 	<ul style="list-style-type: none"> All defined Email Templates configured and ready for go-live 	County staff has reviewed all defined Email Templates and verified all Email Templates are complete and correct for County business functionality

#	Contractor Responsibilities	County Responsibilities	Deliverables	Acceptance Criteria
6	<ul style="list-style-type: none"> Configure custom fields for public information and interagency information Requests 	<ul style="list-style-type: none"> Define required custom fields Participate with Contractor to setup all service request custom fields Observe and learn the process for configuration of Service Request custom fields Validate all custom fields meet County business processes 	<ul style="list-style-type: none"> All defined custom fields configured and ready for go-live 	County staff has reviewed custom fields and validated all custom fields are configured correctly for County business processes
7	<ul style="list-style-type: none"> Provide ability for County to publicly post all records requests 	<ul style="list-style-type: none"> Manage County staff functions and access 	<ul style="list-style-type: none"> Public Archive Process completed 	County has reviewed Public Archive Process and verified the process is complete and functioning as needed for County business processes
8	<ul style="list-style-type: none"> Configure the system knowledgebase for portal use Import custom knowledgebase answers provided by County via the GovQA portal. Configure the knowledgebase for both internal and external facing information 	<ul style="list-style-type: none"> Define knowledgebase answers specific to County business needs Participate with Contractor team to import knowledgebase information Participate with Contractor team to configure knowledgebase portals 	<ul style="list-style-type: none"> Completed knowledgebase & Content 	County has reviewed the knowledgebase and verified the custom content, and verified that County staff will have the ability to update the repository with County-specific answers in the future
9.	<ul style="list-style-type: none"> Configure approval workflows for public records and interagency requests 	<ul style="list-style-type: none"> Manage County staff functions and access 	<ul style="list-style-type: none"> Approval workflow configurations completed 	Completion of workflows has been tested and verified as complete by County staff
10.	<ul style="list-style-type: none"> Configure all Service Requests forms for public records and interagency requests Configure field level validation on the service request and 	<ul style="list-style-type: none"> Provide requirements for service request and interagency request forms to Contractor Work with Contractor to configure field level 	<ul style="list-style-type: none"> Service Requests and interagency requests are configured and ready for use in production environment 	Complete and functional Service Request forms are validated by County staff and all functionality is present and ready for use

#	Contractor Responsibilities	County Responsibilities	Deliverables	Acceptance Criteria
	<ul style="list-style-type: none"> interagency request forms Train County staff to configure Service Requests (knowledge transfer) 	<ul style="list-style-type: none"> validation on service request and interagency request forms Observe Contractor staff and learn how to configure service requests 		
11.	<ul style="list-style-type: none"> Configure redaction custom fields 	<ul style="list-style-type: none"> Provide Contractor with required custom fields for redaction Test custom fields for required functionality for County business processes 	<ul style="list-style-type: none"> Redaction custom fields configuration completed and tested 	County has validated that the custom redaction fields are functioning correctly for County business processes.
12.	<ul style="list-style-type: none"> Contractor shall establish and configure initial list of participating staff member's security credentials 	<ul style="list-style-type: none"> Provide list of staff members who require security credentials to Contractor. Observe setup and learn how to setup security credentials (knowledge transfer) 	<ul style="list-style-type: none"> Completed set of security Credentials for participating County Staff 	County project staff has reviewed and validated credential setup with team and County Security Engineer and verified compliance with applicable County practices
13.	<ul style="list-style-type: none"> Validate testing is complete Prepare Build/Configure/Test Activity Report Ensure completeness of Modules 	<ul style="list-style-type: none"> Participate in validation and ensure that Modules are ready for go-live Provide staff list with indication for level of success 	<ul style="list-style-type: none"> Completed and delivered Build/Configure/Test Report (notify County by email) 	County Project Manager has reviewed and validated report and verified the report is complete with no omissions
14.	<ul style="list-style-type: none"> Create/enable test environment Provide access to applicable administrators 	<ul style="list-style-type: none"> Identify users who should have access to test environment 	<ul style="list-style-type: none"> Functional test environment that mirrors the County's production environment 	County has reviewed and accessed the test environment and determined it is fully functional.
Reporting				
1.	<ul style="list-style-type: none"> Create customizable report templates that can be exported to spread Provide knowledge transfer to County 	<ul style="list-style-type: none"> Observe and learn how to set up report templates (knowledge transfer) 	<ul style="list-style-type: none"> All required report templates completed 	County has reviewed and validated all required report templates are completed and are functioning correctly to

#	Contractor Responsibilities	County Responsibilities	Deliverables	Acceptance Criteria
	Staff on report templates	<ul style="list-style-type: none"> Verify setup through iterative testing of the setup Consult with appropriate Subject Matter Experts as needed to verify the report templates are correct for County business processes. 		support County business processes.
2.	<ul style="list-style-type: none"> Train County Staff on report exports and best practices; what reports are typically used under what circumstances 	<ul style="list-style-type: none"> Observe and learn how to export reports and execute best practices for export 	<ul style="list-style-type: none"> County Staff is able to demonstrate ability to export reports with little to no errors. 	County Staff are competent in executing the report export process –
3.	<ul style="list-style-type: none"> Review all existing “out of the box” reports including invoicing and payment reports Ensure all “out of the box” report templates are configured for County business processes 	<ul style="list-style-type: none"> Observe and verify setup Further design custom reports as needed after initial implementation is complete 	<ul style="list-style-type: none"> Completed report templates as needed for County business processes 	County has verified and accepted the required report templates are ready for go-live
4.	<ul style="list-style-type: none"> Train County to make modifications and edits to dashboard report settings Configure initial County-specific dashboards for the system and associated modules 	<ul style="list-style-type: none"> Observe dashboard creation and learn how to edit dashboards as needed 	<ul style="list-style-type: none"> Completed dashboards as needed for each department 	County has reviewed and accepted dashboards are configured to meet initial needs and are ready to be used for County business processes after go-live
User Acceptance				
1.	<ul style="list-style-type: none"> Support County throughout the User Acceptance Testing (UAT) process including: 	<ul style="list-style-type: none"> Write the User Acceptance Plan and test cases as needed Perform the testing Document the issues 	<ul style="list-style-type: none"> Completed UAT Test Process, UAT documentation & User Acceptance Testing Results 	County staff has validated user acceptance plan, and that results of testing do not vary from test plan by more than 10%

#	Contractor Responsibilities	County Responsibilities	Deliverables	Acceptance Criteria
	<ul style="list-style-type: none"> -Providing documentation for test case development, -Responding to test result issues, -Providing updates to configurations and modifications to portals, -Unit testing, and providing guidance for any work-around as required 	<ul style="list-style-type: none"> • Communicate to Contractor 		
2.	<ul style="list-style-type: none"> • Assist in setting up the test accounts role-based testing 	<ul style="list-style-type: none"> • Set up the test account required for role-based testing 	<ul style="list-style-type: none"> • Test accounts are set up and ready for use 	County Staff are competent with account creation
Training and Support				
1.	<ul style="list-style-type: none"> • Provide orientation and training videos to County • Provide orientation training at beginning of engagement to ensure County staff have clear understanding of the capabilities of the solution 	<ul style="list-style-type: none"> • Participate in orientation training • Distribute videos with all team members 	<ul style="list-style-type: none"> • Delivery of orientation/training videos 	County has validated receipt of orientation/training videos
2.	<ul style="list-style-type: none"> • Provide training plan that covers type of training, roles of users who should attend which training • Provide training materials for each type of training • Provide list of logistical needs from County 	<ul style="list-style-type: none"> • Participate in training planning sessions • Update training plan with specifics on staff, facilities and timing • Validate training covers the current system "as built" and that training materials are adequate for County use 	<ul style="list-style-type: none"> • Training plan 	County has reviewed and approved the training plan as appropriate for County needs
3.	<ul style="list-style-type: none"> • Provide two administrator training sessions for configuration of portal and administration of the system, with 	<ul style="list-style-type: none"> • Participate in administrator training • Provide feedback to Contractor on training 	<ul style="list-style-type: none"> • Training results report 	County has reviewed and approved the training results report and administrative staff is competent in the configuration of system components

#	Contractor Responsibilities	County Responsibilities	Deliverables	Acceptance Criteria
	knowledge areas inclusive of the build/ configure/ unit test activity			
4.	<ul style="list-style-type: none"> Provide two sessions of deployment training on system “as-built” to users based on the training plan Record training sessions for future use by County staff 	<ul style="list-style-type: none"> Participate in deployment training Prepare and process training survey for quality control 	<ul style="list-style-type: none"> as-built materials training results report 	County has reviewed and approved training results report and verified user competence in navigating the system
5.	<ul style="list-style-type: none"> Assign customer success manager to County Transition from implementation to ongoing customer support 	<ul style="list-style-type: none"> Contact Contractor support via staff interface (see Exhibit B, Appendix 1) as needed 	<ul style="list-style-type: none"> 	County system is in go-live and functioning according to plan and stated functional requirements
Deployment				
1.	<ul style="list-style-type: none"> Create deployment plan 	<ul style="list-style-type: none"> Participate in creation of deployment plan 	<ul style="list-style-type: none"> Completed deployment plan 	County has reviewed and approved the deployment plan
2.	<ul style="list-style-type: none"> Verify production environment; clean production environment as needed 	<ul style="list-style-type: none"> n/a 	<ul style="list-style-type: none"> Clean production environment 	County has reviewed and verified production environment is clean
3.	<ul style="list-style-type: none"> Update County’s link to system portal 	<ul style="list-style-type: none"> Add or update link on County website to system portal 	<ul style="list-style-type: none"> Working link to system on County website 	County has validated that County link to system portal is working correctly
4.	<ul style="list-style-type: none"> Provide recommendations to County to create communications plan 	<ul style="list-style-type: none"> Create communications plan to communicate public records request services to internal and external customers 	<ul style="list-style-type: none"> Completed communications plan 	County has validated that the communications plan is completed and ready for go-live

Timeline

The overall estimated project timeline, which is subject to refinement over the life of the project, is shown below:

Note: Dates subject to revision

Date	Milestone
Week 1	Project kickoff Meeting
Week 1	Design/Concept Review
Week 2	Preliminary Configuration
Week 3	Design/Concept Review
Week 3	Preliminary Configuration
Week 6	Final Site Review
Week 7	Training
Week 8	Modules: Go-Live
Week 9	Close project

Completion Criteria

Contractor has completed installation and configuration of the GovQA Public Records Request and Inter-Agency Management System (including all custom configurations), the modules are fully functional and are tested by the County and accepted as satisfactory by the project sponsor. The County Project Sponsor is the sole arbiter of the project completion criteria.

EXHIBIT B
GOVQA SYSTEM AVAILABILITY ADDENDUM

THIS SYSTEM AVAILABILITY ADDENDUM (the “Addendum”) is an exhibit to the GovQA Software as a Service(s) Agreement signed on August 12, 2020 between GovQA and Snohomish County.(“County”) under which County purchased the GovQA Service(s) (the “GovQA Service”). Terms used but not defined in this Addendum shall have the meaning attributed to such terms in the Software as a Service Agreement.

1. System Availability Provisions. Provided that County remains in compliance with the payment terms of the Agreement, County shall have the right to the system availability provisions set forth herein.

2. Definition of Availability. “Availability” or “Available” means County is able to log in to the GovQA Service, subject to the following provisions: Scheduled maintenance periods which GovQA may plan with County from time to time, and any period in which County is unable to use the GovQA Service due to County conduct or any circumstances outside of the control of GovQA, including but not limited to the following, shall not be circumstances where the GovQA Service is not Available:

(i) a failure or malfunction resulting from scripts, data, applications, equipment, infrastructure, or service(s) provided and/or performed by County;

(ii) planned outages, or outages initiated by GovQA at the request or direction of County, for maintenance, back up, or other purposes;

(iii) outage occurring as a result of any actions or omissions taken by GovQA at the request or direction of County;

(iv) outage resulting from County’s equipment and/or third party equipment not within the sole control of GovQA;

(v) events resulting from an interruption or shut down of the GovQA Service due to circumstances reasonably believed by GovQA to be a significant threat to the normal operation of the GovQA Service, the facility from which the GovQA Service is provided, or access to or integrity of County data (e.g., a hacker or a virus attack);

(vi) outage due to system administration, commands, file transfers performed by County users or representatives;

(vii) other activities County directs, denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including carriers and GovQA’s other vendors), and other *force majeure* items;

(viii) County negligence or breach of County material obligations under the Agreement;

(ix) lack of availability or untimely response time of County to respond to incidents that require County participation for source identification and/or resolution, including meeting County's responsibilities for any service(s); and

(x) outage caused by failures or fluctuations in electrical, connectivity, network or telecommunications equipment or lines.

3. Target System Availability. The "Target System Availability Level" is the System Availability Level that GovQA plans to meet or exceed during each calendar quarter during the subscription term. The "System Availability Level" is the total number of minutes during a calendar quarter that the GovQA Service was Available to you, excluding GovQA planned downtime events divided by the total number of minutes during a calendar quarter (as measured at the end of such period). The Target System Availability Level is 99.5% in any calendar quarter.

4. Remedies.

4.1 Credit. If (a) a "Downtime Event" (meaning the sustained inability of the GovQA Service to be Available to County for more than thirty (30) consecutive minutes) occurs; and (b) the Service Availability Level is below the applicable Target Availability Level as measured for the applicable period, GovQA will issue to County a Credit calculated as set forth in this Section. A "Credit" will be calculated as the pro-rata value of one (1) day of GovQA Service for the number of Users licensed at the time of such Downtime Event ("Affected Users") based on your applicable subscription fees for each single Downtime Event with duration greater than or equal to thirty (30) minutes and shorter than or equal to one (1) hour, or each series of intermittent Downtime Events occurring within the same one-hour period. If a Downtime Event or series of intermittent Downtime Events continues for longer than one (1) hour, GovQA will issue one (1) Credit for each additional hour of Downtime Events, up to the Maximum Credit. The "Maximum Credit" shall be a total of fifteen (15) Credits in any calendar quarter. County will not be eligible to receive multiple Credits for the same service request or as a result of multiple service failures or outages occurring during the same period of time. Credits will be applied by GovQA on the following invoice after Downtime Event(s) against the fees due and owing by County.

4.2 Sole and Exclusive Remedies. The Credit described in this Section 4 shall be your sole and exclusive remedy and GovQA's sole and exclusive liability for any breach of the obligations set forth in this Addendum. If GovQA meets or exceeds the applicable Target System Availability Level in the applicable period, County shall have no right to obtain a Credit for such period. County acknowledges and agrees that any damage in County's favor against GovQA shall be reduced by any Credit(s) received by County under this Addendum and any such Credit(s) shall apply toward the limitation of liability under the Agreement.

APPENDIX 1 TO EXHIBIT B SERVICE LEVELS AND CUSTOMER CARE

Customer Care

County will be assigned a Client Success Manager who will contact and work with County on an ongoing basis once the Public Records Request System is live. County staff shall be primarily responsible for configuration changes to the platform. GovQA will provide support and guidance to County staff as needed post configuration.

60 Day Follow up Call and Quarterly Calls

GovQA shall call County for a scheduled status review call approximately 60 days after the “Public Launch” date. GovQA shall conduct quarterly Business Reviews (QBR) thereafter. QBR calls typically cover:

- Configuration process satisfaction
- Additional training if needed
- New features as released
- Application Usage
- Any application configuration changes that may need to be made/updated to tweak the current configuration.
- Update contact information

Methods of contact

- Support Phone Number 866.786.1982
- Via Help Button in GovQA
- Email support@govqa.com

Hours of Operation

Customer Support hours are from **5:00 AM to 5:00 PM PST, Monday through Friday, excluding national holidays.**

County staff may submit requests to GovQA online 24 hours a day, 7 days a week. During off hours, critical and technical concerns should be logged using the “QA” icon to access the help portion of the application.

EXHIBIT C

RFP FUNCTIONAL REQUIREMENTS RESPONSE

7E. FUNCTIONAL SPECIFICATIONS

RFP 16-19SB Public Request Management System		Functional Specifications	
Response Codes:			
Yes: Proposed solution fully meets the functional requirement.			
No: Proposed solution does not fully meet the functional requirement.			
Option: Proposed solution meets requirement with customization, another module, 3rd party software or other option that may have a cost or may have additional integration points. If there is a cost for the option, it shall be listed in the price proposal.			
1	MINIMUM SYSTEM FUNCTIONALITY	Response	
1.1	Manages the intake, tracking, and replies to County public records requests.	Yes	GovQA is currently performing this service for Snohomish County.
1.2	Manages the intake, tracking, and replies for the Sheriff's Office interagency requests from outside criminal justice agencies.	Yes	GovQA has extensive experience supporting solutions used to manage of these types of requests in all of their various forms. GovQA provides unique, secure, and patent pending methodology, features, and functions to process requests received from outside agencies .
1.3	Provide a web portal for requestors to submit requests and communicate with County representatives via the Internet.	Yes	<p>Describe the proposed solution's web-portal capabilities: GovQA currently provides the County with a mobile responsive public-facing web-based portal, which allows anyone to submit a request for County records, check the status of previously submitted requests, and retrieve requested records securely. Public users also have the ability to browse through a knowledge base (FAQs) and a public archive of previously completed requests and responsive records.</p> <p>Deflections tools within the web-portal will automatically suggest potentially responsive records as a user fills out a request form, using content available in the knowledge base and public archive. Additional information about GovQA's web-portal is available on page 15 of this proposal. Currently, the County does not take advantage of GovQA's public archive of previously made documents functionality, which is included in the County's existing service subscription.</p>

1.4	Supports migrating data from existing PRRM and Interagency Request systems,	Yes	Explain process: GovQA will copy all of the existing configuration settings and data in Snohomish County's current deployment of GovQA's PRRM system into a new deployment in the Microsoft Azure Government Cloud. For the County's Interagency Request system data migration, the County will provide GovQA will a data export from the Access database in CSV format and a document indicating what data is contained in each of the columns in the export. GovQA will configure a legacy interagency request type within the new deployment and will import the data from the CSV file using data import tools available within the system.
1.5	Is hosted solution.	Yes	Snohomish County's instance of GovQA's Records Request Management System will be hosted in the Microsoft Azure Government Cloud.
1.6	Provides system administrators the ability to permanently delete requests and all associated content from the solution once their retention requirements have been met.	Yes	System administrators will have the ability to delete requests and all associated content permanently. Request deletion according to retention schedules can also be automated.
1.7	Retains some pre-defined information (after a request has been deleted) or allows for the export of this information for historical tracking and reporting purposes.	Yes	GovQA can be configured to export information via automatic scheduled reports to export the request information Snohomish County desires to preserve before requests are permanently deleted once their retention requirements have been met.
1.8	Provides the ability to manually create requests with unique tracking numbers. Format of these numbers shall be configurable by the Snohomish County system administrator and clearly identify the year the request was made.	Yes	All requests within GovQA's Records Request Management System, whether created online or created manually , are assigned unique tracking numbers. The year the request was made is part of the tracking number.
1.9	Tracks the responsible department and the status of any requests and allows internal users to view requests.	Yes	Internal users can view the responsible department, the status, and information from any other fields included in a request type using saved queries, called "views," and configurable dashboards, which display user selected views and reports on a single screen.
1.10	Allows definition of individual and group level security based on client's roles and provides the ability to define privileges associated with each role.	Yes	Role-based individual and group level security can be configured and updated by system administrators at any time.
1.11	Provide Criminal Justice Information Services (CJIS) and Health Insurance Portability and Accountability Act (HIPAA) compliant storage.	Yes	The GovQA Exchange Platform's Fortress Deployment option, which leverages the Microsoft Azure Government Cloud, exceeds (CJIS and HIPAA security requirements for both database and document storage

1.12	Provides managed storage space for open and closed public records requests and their attachments as submitted. NOTE: this does not include copies of County responses.	Yes	As public records requests and their attachments as submitted may contain protected information, all requests and attachments will be stored within an instance of the Microsoft Azure Government Cloud provisioned by GovQA for Snohomish County. Attachments submitted by requesters can be easily distinguished from those uploaded by internal users in the Exchange Platform's document management interface.
1.13	Allows for the storage and production of record request response documents in a cloud storage environment.	Yes	Please describe your products' storage capabilities and size allocations, and the costs associated with them: GovQA will provision 1TB of storage within the Microsoft Azure Government Cloud for Snohomish County. Storage space will scale automatically when needed. Information about storage costs has been provided in the pricing sheet sealed in a separate envelope.
1.14	Training is available for solution.		Explain what training is available for the solution, for example: In-person, on-demand, documentation. GovQA will provide orientation training at the onset of implementation to ensure team members have a clear understanding of the capabilities of the solution. GovQA will also provide our "Get Started Guide" as out-of-the-box training materials. GovQA will also create a training plan that covers the types of training sessions, roles of users who should attend which training, the materials to be provided in training sessions, and training logistics. GovQA typically conducts remote training sessions using through online webinars. On-site training is available at extra cost. Two system administrator training sessions and two deployment training sessions, via webinar, are included in GovQA's standard implementation offering. More sessions can be added at an additional cost. All training sessions will be recorded and the recordings will be made available for on-demand access through the internal help menu of the GovQA system. A library of topical training videos, release webinar recordings, release notes, and a knowledge base of training materials will also be available on demand.

1.15	Ability to apply redaction on materials provided to requesters. This includes written, audio, and visual records.	Yes / Option	<p>Explain process: GovQA's inline Redaction Module enables redaction of written and visual records, but does not enable redaction of audio records. However, GovQA can work with the County's audio/video redaction partner of choice to create an integration between our platforms, enabling internal users to exchange files between the two platforms quickly and easily. This integration is included an optional service with pricing to be determined after an agreed upon project scope has been created. To redact written and visual records with GovQA's Redaction Module, users will upload files to requests and will have the ability to indicate which files need redaction using labels. Staff users with redaction licenses will click the "redact" button on the file they wish to redact and the redaction tool will open in a new window in a user's browser. The user can then use saved searches to redact commonly exempt information (e.g. social security numbers, credit card numbers, etc.) automatically. Redactions can also be performed using search and area redact tools. Users will select redaction reasons for each redacted area. These reasons will be used to append an exemption summary page with a full legal description of exemptions used to each redacted document upon publication. Redactions can be saved as a draft, enabling users to complete redactions later or share the draft with other staff members for review and approval. Once redactions are published, the redactions are permanent and the redacted information cannot be recovered. Un-redacted versions of the documents will be preserved in a locked state so they cannot be released to a requester or the public.</p>
2	BASIC COMMUNICATION FUNCTIONALITY	Response	Describe available functionality
2.1	Web portal for requestors can be customized for the County (web page copy and branding)	Yes	<p>Explain: The current GovQA web portal is configured by GovQA to match the County's website branding and can be updated to match future branding changes easily. GovQA will start with a template for the basic layout and framework of the web-portal and will then incorporate the County's branding and desired web page copy into the portal design. Once the portal design is complete it will be integrated with the County's website via iframe or direct link to the GovQA page. Additional information about GovQA's web portal is available on page 15 of this proposal.</p> <p>For interagency requests, GovQA can create unique portals that are locked down by IP address for use by larger agencies that interact with the Snohomish County Sheriff's Office frequently. For example, a unique portal can be created specifically for use by Snohomish County 911. GovQA will configure two external agency specific portals for Snohomish County (included with the pricing provided).</p>

2.2	Requires a public records requestor to provide minimum contact details that will allow the County to respond to the request. System provides fields for the requestor's telephone number, email address, and physical mailing address. The system must require at least one contact method before allowing the requestor to submit the records request.	Yes	Confirm which fields are available for requestors to complete: All of the fields listed in this specification and any other custom fields desired by Snohomish County can and will be made available to requestors to complete. This is completely configurable by the County.
2.3	Allows a County administrator to configure the required fields for a public records request.	Yes	The current system in place at the County is capturing this information. County system administrators have the access and training required to configure fields within all request types in the GovQA platform. This includes making fields required or applying conditional logic, defaults, values, etc.
2.4	Able to provide an automated response upon submittal to the requestor confirming the request was received. This response should be configurable to the County's desired response language by a County administrator.	Yes	The current system in place at the County creates automated responses confirming the request was received. One response displays on the portal immediately and the other is sent via email. These two types of confirmation messages are independently configurable. County system administrators have the ability to customize these responses.
2.5	Auto-populates requestor information for repeat requestors.	Yes	Requestor information will be saved in a 'customer' profile so that requestor information will be associated with future requests automatically.
2.6	Allow the requester to attach documents to their request provided in multiple formats (such as, MS Word, MS Excel, PDF or TJPEG)which would then be viewable to internal staff.	Yes	Requesters will have the ability to attach files of any type to their requests.
2.7	Allow attachments to be sent via email.	Yes	Attachments can be sent via email to requesters. GovQA recommends releasing attachments via the public portal in order to log the date and time requesters download responsive records in the audit trail/history of each request. To provide tracking and avoid any email size restrictions, GovQA includes a link to the document in the email and not the attachment itself.

2.8	Provides standardized communication templates and the ability to edit those templates for personalized responses to requestors and staff. If this function requires an interface with County's Microsoft Exchange email system indicate such in your response.	Yes	<p>Describe the proposed solution's forms capabilities. The GovQA system includes standardized communication templates that can be edited by internal users with the appropriate permissions. One type of template, a prepared response, automatically merges information about the requestor and values from requests fields into an email message and provides internal users with the option to edit and personalize the message before it is sent . Internal users can also save their own personal prepared responses. The GovQA system contains a built-in email function and does not require an interface with the County's Exchange email system. More information about request correspondence management is available on page 19 of this proposal.</p> <p>Forms, called request types within the GovQA platform, will be configured to the County's specifications during implementation and can be updated by the County's system administrators at any time. Request types are configured using any combination of various types of custom fields, like textboxes, memo fields, checkboxes, checkbox lists, radio buttons, radio button lists, dropdown fields, and date fields. Request fields can be configured as internal-only or public facing, and mandatory or mandatory when designated conditions are matched . Fields can also be configured to display dynamically based on condition matches.</p>
3	BASIC PAYMENT FUNCTIONALITY	Response	Describe available functionality
3.1	Allows for the creation and tracking of invoices/fee statements for requests requiring payment prior to release of records.	Yes	Information about invoice/fee creation and tracking is available on page 24 of this proposal. This includes the concept of installment invoices.
3.2	Allows for the receipt of payment via the online portal, or the integration with third-party payment options.	Yes	GovQA will allow for the receipt of payment via the online portal through an integration with a third-party payment processor, such as Point & Pay.
4	BASIC RETENTION FUNCTIONALITY	Response	Describe available functionality
4.1	Identifies records requests retention and destruction based on a "closed" date and will permanently delete these requests through an approved records destruction authorization workflow process,	Yes	<p>Please describe your product's records retention and disposal capabilities. GovQAs system will be configured to delete requests that have met their retention requirements permanently using an automated records destruction utility. The system will be configured to delete requests a configurable amount of time after the requests were closed. Staff users will have the ability to preserve requests beyond their retention requirements by using a standard "Exclude from Retention Rules" checkbox. Specific request types and request statuses can also be used to designate requests that should be excluded from retention rules. The GovQA system enables automated destruction of request attachments independent of the request retention rules. Staff users (given the necessary permissions) will have the ability to enter a destruction date for each specific attachment uploaded to the request.</p>

5.	BASIC REPORTING FUNCTIONALITY	Response	Describe available functionality
5.1	Provides pre-defined and customizable reporting capabilities by day/week/month/year, example reports could include: all requests within a date range, all open requests assigned to staff/ department, all requests by requestor/ agency/ department, time spent on requests by date range, request delivery dates,	Yes	List any reports that come standard with the solution: The GovQA system is delivered with over 70 different standard reports, with the total number dependent on which optional modules are selected by a client. All reports listed within this specification are included with the GovQA system. A full list of available reports is included on page 27 of this proposal.
5.2	Includes a configurable "snapshot" or dashboard view that displays the status of all reports: i.e., totals of all requests, completed requests, working requests, received requests, etc. Dashboards are configurable by user.	Yes	Dashboards are user-configurable and can include any combination of views and reports (custom or standard) within the system.
5.3	Includes the capability to collect and/or export data annually, as required by the Joint Legislative Audit and Review Committee (JLARC).	Yes	Explain how your solution supports JLARC reporting in a decentralized public records request environment: GovQA has created and will maintain a specific reporting module to generate annual WAJLARC reports. GovQA will monitor the WALEG Bulletin and update the JLARC reporting Module based on any legislation that modifies the reporting requirements so that our clients in Washington are always in compliance. A configuration page is used to designate the fields and values to monitor in order to generate the annual reports. This configuration will be completed by GovQA during implementation. Two reports in GovQA's Report Library will be used for JLARC annual reporting. <u>PRA Requests Annual Log</u> - lists each request in a given time period with request specifics required for annual reporting by WA HB-1594/ESHB-1667 <u>PRA Requests Annual Totals</u> - provides data totals of request specifics required for annual reporting by WA HB-1594/ESHB-1667
5.4	Tracks all communication and activity , including date and time, between County and the requestor to provide a comprehensive history report.	Yes	All communication and activity, including date and time stamps, is recorded within the history of each request.
6	BASIC REQUEST MANAGEMENT FUNCTIONALITY	Response	Describe available functionality
6.1	Automatically send incoming requests to a configurable, managed work queue and allow for the conditional routing of a request based on customer selection.	Yes	All inbound requests will be sent to a work queue that is highly configurable . Automated workflow rules that use conditional logic will be used to route requests based on the values customers select when completing request forms.

6.2	Allows for an internal voting survey with department notifications in order to determine Lead and Contributor Departments.	Yes	List the methods available in the solution for notifying internal staff/departments for request review: Automated workflow rules will be configured to send email notifications to the appropriate internal users when a new request has been submitted and/or when a new request has been assigned. A checkbox list can be used to select departments that may have records responsive to the request. Saving the request will trigger workflow rules to create activities using the "Simple Activity Interface," which will allow internal users to access the activity directly from their email, without the need to login to the system (a login can also be required). From the activity, internal users will have the ability to indicate if they have responsive records and upload the records directly to the activity. Internal users will also have the ability to record the time they spent completing the activity and any request related fees. More information about the Simple Activity Interface is available on page 18 of this proposal.
6.3	Allows for the reassignment of a request to selected staff/departments,	Yes	internal users with the appropriate permissions will have the ability to reassign requests to a different department and staff member. This can be a manual or workflow automated process.
6.4	Requires specific fields such as task and time recording to be completed filled in by County employees before allowing the request to be routed or closed in the system.	Yes	Fields in activities and requests can be configured so that they must be completed before the request or activity can be routed or closed. Standard time recording fields cannot be configured as required, but a custom field confirming time has been recorded or that no time was used can be implemented.
6.5	Has expansive text fields for recording notes and updates.	Yes	Confirm the maximum number of characters allowed in your product's note fields. A maximum of 8,000 characters can be entered in the standard notes field as well as textbox fields and memo fields.
6.6	Provides configurable fields in which to track multiple installment due dates and response dates.	Yes	Custom date fields are present within the existing system and are configured to track multiple installment due dates and response dates.
6.7	Provides auto alerts to notify internal staff when a records request is approaching the mandatory due date.	Yes	Auto alerts will be generated using service level agreement (SLA) rules configured for each request type and automated workflow rules based on conditional logic.
6.8	Provides internal search capabilities. Examples of search criteria could include requestor contact information, types of requestors, unique request tracking numbers, submission dates, assigned departments/staff, and keywords in the request language.	Yes	The GovQA system enables internal search capabilities including all of the examples provided in this specification. The Attachment Search Module exposes the text in files attached to requests to internal search functionality.
6.9	Allows Snohomish County Sheriff's Office (SCSO) to share documents, digital media files, and information with other criminal justice agencies,	Yes	GovQAs interagency Module will allow SCSO to share any type of file and information with other criminal justice agencies securely.
7	BASIC SECURITY FUNCITONALITY	Response	Describe available functionality

7.1	Active Directory (AD) aware. using the County's AD structure, and will provide the ability to keep a record of a user in the system as a project resource even if the user is deleted from the County's Windows Active Directory.	Yes	GovQA will integrate the Exchange Platform with the County's Active Directory Federation Services (ADFS) to provide single sign-on and user management features. If a user is deleted from the County's ADFS, the user will continue to exist the GovQA platform in a deactivated state. This means the history of the user's actions will remain in place and the user will not have any access to the platform.
8	BASIC STORAGE FUNCTIONALITY	Response	Describe available functionality
8.1	Verifies the credentials of criminal justice agencies so SCSO can accept them as a client.	Yes	<p>Explain how solution verifies credentials: GovQA will create an interagency "group" within the system and configure it so only those criminal ice agency (CJA) users associated with the group will have the ability to login to the interagency portal and submit interagency requests. Existing requestor profiles for approved CJA users will be associated with the interagency group during implementation so they will be able to submit interagency requests as soon as the portal goes live. New CJA requestors will be required to create requestor profiles through the interagency portal. Their profiles will be disabled until an internal user (with the appropriate permissions) reviews and enables the new profiles. The system can be configured to require new CJA requestors to upload file attachments providing proof of their credentials, typically a letter with their agency's official letterhead. The system will be configured to approve requestor's whose email domains match those added to a whitelist within the system automatically. For example, the County may want to approve all requestors from Snohomish County 911, so the email domain "sno911.org" would be added to the whitelist for the interagency group.</p> <p>In Addendum 2, the County mentioned a desire to verify interagency requestors' IP addresses. For interagency requests, GovQA can create unique portals that are locked down by IP address for use by larger agencies that interact with the Snohomish County Sheriff's Office frequently. For example, a unique portal can be created specifically for use by Snohomish County 911. GovQA will configure two external agency specific portals for Snohomish County (included with the pricing provided). One should be recognize, however, that an interagency requestor will not necessarily always be able to access the portal from an IP address associated with their organization.</p>
9	BASIC SUPPORT FUNTIONALITY	Response	Describe available functionality
9.1	Interfaces with a central enterprise document repository (such as MS SharePoint) and/or provide a repository that can be securely exposed to the web.	Yes	The GovQA system includes web-based document management functionalities that enable secure storage of documents for controlled internal access and publication tools that enable the release of records to specific individuals or to the public.
9.2	Support available for software, Provide complete costs in cost proposal.	Yes	<p>Describe support available for solution: GovQA offers an exceptional customer service experience and ongoing support/maintenance.</p>

		<p><u>Methods of Contact</u> Your Implementation Consultant acts as a central point of contact for all technical support, including software questions and consulting, enhancement requests, and troubleshooting during the implementation phase. As a client, you can also contact us via the web at www.supportqa.com and a GovQA Support Representative on call will be immediately notified of your request. There is also a link to our support site embedded within the web-based administration tool.</p> <p><u>Support Phone Number:</u> 866-786-1982</p> <p><u>Hours of Operation:</u> GovQAs toll-free support line is staffed from 7:00 a.m. to 7:00 p.m. Central, Monday through Friday. Self-service through knowledge base articles and short how-to videos is available at all times.</p>
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9.3	What services are available if the system is not functional?		<p>Describe: Requests for support can be submitted through an online portal 24 hours a day. Live support via a toll-free phone number is available during the hours stated in the response to requirement 9.2 (see above). During off hours, critical and technical concerns should be logged at supportqa.com, which automatically alerts the technical staff on call. GovQA utilizes the following priority/severity levels for support requests:</p> <p><u>Level One:</u> Low priority - minimum product functionality impact to the user. No significant impact. Target initial response time: 24 hours. A Support Team member will have the ability to resolve most issues at this severity level. Should escalation to the Development Operations Team become necessary, it will occur within 24 hours of receiving the initial report of the issue. Escalation notifications will be sent via email.</p> <p><u>Level Two:</u> Medium priority - Significant product functionality affected. Product usability affected. Target initial response time: four hours. A Support Team member will confirm the reported status of Snohomish County's instance on GovQA's platform and will attempt to resolve the issue. If the Support Team member is unable to resolve the issue within four hours, the issue will be escalated to the Development Operations Team. Escalation notifications will be sent via email. The Development Operations manager on call will leverage the appropriate Technology Team resources to resolve the issue within five business days.</p> <p><u>Level Three:</u> High priority - Product is nonoperational, resulting in severe business impact. No workaround is presently available. Target initial response time: 30 minutes. A Support Team member will immediately confirm the reported status of the County's instance on GovQA's platform. Once confirmed, the Support Team member will escalate the issue to all management levels of GovQA's Client Relationship Team, including the Chief Customer Officer and the Development Operations Team, including the Chief Technology Officer. Escalation will occur within 30 minutes or less. Escalation notifications will occur via automated email messages and confirmation phone calls. A senior executive will coordinate resolution efforts and all available resources will be leveraged in order to resolve the issue as quickly as possible.</p>
9.4	What is the average operation vs. down time experienced by current users for this solution?		<p>Describe: GovQAs average operating time (i.e. uptime) exceeds 99.9%, measured on a monthly basis, excluding scheduled downtime for maintenance.</p>
9.5	How often are upgrades and maintenance scheduled for this solution?		<p>Describe: GovQA releases major software upgrades four times per year, roughly once per calendar quarter. Minor maintenance upgrades are also planned for release in between major upgrade releases.</p>
10	BASIC TIME RECORDING FUNTIONALITY	Response	Describe available functionality

10.1	Provides time recording that tracks time spent on tasks for each request.	Yes	<p>Describe the proposed solution's time recording, tracking and reporting capabilities, including time spent by third parties such as accounting staff, etc.: The GovQA system includes built-in time tracking mechanisms that are connected with the Billing Module. Internal users navigate to the "Fees & Time" tab within a request and then click the "Add Time" button. Users then select the department and name of the staff member whose time is being recorded, the time category (e.g. research, redaction, making copies, etc.), and the number of hours or minutes spent. The system will calculate the appropriate charges (if any) for recorded staff time automatically, based on the selected time category. Internal users with pay rates associated with their user profiles will have the option to use actual staff labor costs to calculate fees instead of the fees associated with the selected time category. Internal users will also have the option to provide a description of how their time was spent and indicate an amount of time that should be waived during fee calculation. All time recorded on a request and all time-related fees will be totaled automatically in the "Fees & Time" tab. Recorded time can be selected and used to create an invoice or an estimate. The time recorded on activities will roll up to the request level. Activities using the Exchange Interface can be assigned to third parties (such as accountants), so third parties will be able to record their time quickly and easily. The GovQA system includes several standard reports around staff time.</p> <p><u>Activity Time</u> - lists the amount of time spent on activities.</p> <p><u>Cost of Time Spent on Requests</u> - visibility into rate usage and true costs.</p> <p><u>Department Time Tracking</u> - lists the amount of Staff time spent on requests broken down by month and department.</p> <p><u>PRR Time by Assigned Department</u> (interactive) - lists the total time for each request grouped by department</p> <p><u>PRR Time by Customer</u> - lists the total time spent on request for a single customer.</p> <p><u>PRR Time by Department</u> - lists the total time for each request grouped by department.</p> <p><u>PRR Time by Staff</u> - lists the total time for each request grouped by staff.</p> <p><u>Request Time Entry Analysis</u> (interactive) - provides details and visualizations as to how much time was charged and waved on requests, as well as the true cost of requests. The report allows drilling by request type, assigned department, and time category.</p>
11	BASIC WORKFLOW FUNTIONALITY	Response	Describe available functionality

11.1	Provides user configurable workflow capabilities and allow users to manage requests among multiple departments.	Yes	<p>Describe the proposed solution's "out-of-the box" workflow capabilities: The GovQA system includes a powerful automated workflow engine based on conditional logic rules. Workflow rules will be configured during implementation based on the County's desired business processes and can be updated by the County's system administrators. Some of the key features of GovQAs workflow are requesting routing based on requestor input, calculation of due dates, notifications for request and activity assignments, reminders, request escalations/re-assignments, correspondence with requestors, due date adjustments, and approval processes. Additional information about the workflow capabilities of the GovQA system is available on page 17 of this proposal.</p>
12	VALUE ADD FEATURES	Response	
12.1	Describe how your solution is superior or different from your competitors.		<p>Snohomish County will receive proposals from two different categories of companies (other than GovQA); small startups focused exclusively on public records and large e-discovery, document/case management, or custom developers.</p> <p><u>Compared to other companies. GovQA</u></p> <ul style="list-style-type: none"> • has 20 years of govtech experience • has five years PRRM experience with Snohomish County • has over 1,500 client contracts • has over 40% of top U.S. counties as customers • is the market leader in public records request management • is primarily focused on public records and enterprise workflow management for government agencies • has over 80 public records clients in Washington • has an enterprise suite of products to enhance enterprise workflow management • has a configurable platform that adheres to Snohomish's workflow • ensures full compliance with State of Washington public records laws • provides a mature and proven methodology for implementation, support, and product development/enhancements • offers shorter implementation time • offers the most secure public records platform

12.2	Describe value added features that are available to the County	<p>GovQA offers several optional modules that, if selected, will add value to GovQAs Exchange Platform.</p> <p><u>Image to Text Conversion (OCR)</u> - Document "optical character recognition" converts text on scanned documents so they are search-able and redact-able within the GovQA system. (Requires Attachment Search)</p> <p><u>Advanced Customer Email Tracking</u> - Reduce risk with (1) global visual indicators to identify delivery problems with customer email addresses rapidly and (2) audit tracking when customers open and click links in their emails.</p> <p><u>Subpoena Management</u> - facilitates the monitoring of all subpoena activities while improving the efficiency and timeliness of the overall process. Seamless collaboration with law enforcement, attorneys, and judicial agencies helps accomplish witness management and subpoena obligations.</p>
12.3	Describe other benefits that are available.	<p>As GovQA has provided Snohomish County with a Public Records Request Management System since October 2014, GovQA is familiar with the County's business practices and is in a unique position to provide best practices suggestions to improve the efficiency of the County's records request response process. GovQA will be able to leverage the configuration of the existing public records solution to provide an expedited implementation, which means the County will need to invest significantly less staff time to an implementation project than if the County were to award this business to a new vendor. Snohomish County staff are already familiar with and comfortable using the GovQA Platform.</p>
12.4	Other information that you would like to share	<p>To learn more about GovQAs enterprise workflow management capabilities, please visit our website, https://govqa.com/index.php/products/</p>

EXHIBIT D
SERVICES AND PRICING SCHEDULE

A. Hosted Services Annual Fee Schedule

Item	Description	Unit	Cost
Public Records Request Management Solution	Enterprise Licensing Unlimited number of County users	Annual Hosting Fees	\$30,000.00
Interagency Requests Solutions	Enterprise Licensing Unlimited number of County users	Annual Hosting Fees	\$4,500.00
Fortress Deployment	Data Storage for Enterprise County requests and Sheriff's Office Interagency Requests shall be in the Azure Cloud, and will be HIPAA and CJIS Compliant, 1TB storage space.	Annual Fees	\$5,000.00
Active Directory Federation Service (ADFS)	Single Sign-on Solution that provides users with authenticated access to applications that are not capable of using Integrated Windows Authentication	Annual Fees	\$2,400.00
Redaction Module	Named user licenses 1 licenses at \$300/ per year	Annual License Fees	\$300.00
Development/ Test Environment	GovQA will copy County production environment 4 times per year into Development Test environment.	Annual Fees	\$3,600.00
Payment Integration Services	Enables online payment of Public Records Fees via integration with Point and Pay	No fees due from GovQA	\$0.00
Training	<ul style="list-style-type: none"> • Two each administrative training sessions at 2 hours each • Two each deployment training sessions at 2 hours each • All training provided via live trainer led Web-Ex; delivered after 2 week notice from Snohomish County 	Included in Implementation Package	\$0.00
		Annual Fee Total:	\$45,800.00

B. Summary of Five Year Fees

Item	Annual Cost	No. of Years	5 Year Cost
Public Records Request Management Solution	\$30,000.00	5	\$150,000.00
Interagency Requests Solutions	\$4,500.00	5	\$22,500.00
Fortress Deployment	\$5,000.00	5	\$25,000.00
Active Directory Federation Service (ADFS)	\$2,400.00	5	\$12,000.00
Redaction Module	\$300.00	5	\$1,500.00
Development/Test Environment	\$3,600.00	5	\$18,000.00
JLARC Reporting Module	Included no additional charge	5	\$0.00
Payment Integration Services	Included no additional charge	5	\$0.00
		Five Year Fee Total:	\$219,000.00

C. Optional Pricing and Estimated Cost

Item	Annual Cost	Estimated Annual Quantity	Estimated Annual Cost
Additional Redaction Licenses	\$300.00 each up to 50 licenses; 50+ licenses @ \$275 each	30	\$9,000.00
Fortress Deployment	\$1,200.00 per additional 1TB over the 1TB base <ul style="list-style-type: none"> Storage usage at end of term will be used to determine the need for renewal term (end of year one data storage level determines number of TB included in renewal for year two). 	25	\$30,000.00
Optional training packages	<ul style="list-style-type: none"> \$5,000 Package – delivered in 2 hour live trainer led Web-Ex sessions at \$500 Each (20 hours maximum) 	20	\$5,000.00
	<ul style="list-style-type: none"> \$8,000 Package – delivered in 2 hour live trainer led Web-Ex sessions at \$400 Each (40 hours maximum) 	40	\$8,000.00