



Cross Valley Water District
Request for Proposals And Scope of Work:
Merchant Services
Project # 2023 -07

Cross Valley Water District (District) is requesting proposals from qualified and experienced vendors to provide Merchant Services with an interface to the District's Billing, Revenue and Cashiering System and the Citizen Web E-Gov Website.

I. PROPOSAL ELEMENTS

- A. The District is seeking a vendor to enable its customers to electronically process all consumer credit card and debit card payments, and Electronic Fund Transfer (EFT) or Quick Check made across multiple payment environments, including through the Internet and Interactive Voice Response (IVR) systems.
- B. To aid in the success of each deployment, the vendor will provide professional services for project management, systems integration, and payment optimization, and will work with the District's software provider, currently emGovPower, to provide an easy transition and implementation process.
- C. Optional Task. Online Bill presentment, emailing billing and payments.

II. BACKGROUND

- A. Cross Valley Water District provides service to approximately 7,800 water and 113 sewer accounts, billing 6 times per year. Customers have made over \$1,200,000 in credit card payments and over \$10,000 in IVR EFT transactions per year. Currently the District processes the EFTs from our payment website manually by downloading a file and then securely uploading it to our banking portal, this volume is over \$850,000.

III. PROCUREMENT PROCESS

- A. This Request for Proposals ("RFP") outlines the information necessary to understand the consultant selection process and the required documentation a Proposer must submit. After reviewing this RFP, any Proposer that determines it has the necessary expertise and experience and could successfully perform the required services may submit its proposal, addressing the items stated in this RFP. A general overview of the selection process is as follows:

1. Proposers shall submit proposals to the District in accordance with Section III.E of this RFP by no later than **11:00 a.m. PT on Monday May 22, 2023**, after which time they will be reviewed and evaluated. The proposal shall be delivered to the District either by mail or email, to the following addresses:

By Mail : **Cross Valley Water District**
Merchant Services RFP
8802 180th Street SE
Snohomish, WA 98296

By email in PDF format : develop@crossvalleywater.net

2. The District may, at its option, contact a Proposer and ask clarifying questions concerning the proposal.
3. At the District's option, the District may conduct interviews with Proposers qualifying as finalists.

B. GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all proposals to provide services to the District.

1. Clarifications and/or Revisions to Specification Requirements - If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Proposer has an affirmative duty to immediately notify the RFP Coordinator, Robert Wagner, of such concern and request modification or clarification of the RFP document.

Unless instructions are specifically provided elsewhere in this document, any questions, exceptions, or additions concerning the subject matter of the RFP document(s) shall not be considered unless submitted via e-mail to the RFP Coordinator at develop@crossvalleywater.net (no phone calls) a minimum of five business (5) days prior to the submittal due date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be provided to all known Proposers in the form of an Addendum. All Addenda will be posted on the Districts website. www.crossvalleywater.net

If any requirements of the RFP are unacceptable to any prospective Proposer, they may choose not to submit a proposal.

2. Acknowledgment of Addendum or Addenda to RFP – If an addendum is added to this RFP, Proposers must acknowledge receipt of the addendum or addenda in the Proposal Cover Letter.

C. CALENDAR OF EVENTS

Listed below are important dates and times by which actions related to this RFP may be completed. In the event that the District finds it necessary to change any of these dates and times it will do so by issuing an addendum to this RFP.

Date	Description
April 29, & May 3, 2023	Advertisement announcing RFP
May 22, 2023	RFP Proposals Due 11:00am PT
May 22– 26, 2023	Review and Selection of Merchant Services for Recommendation
June 6, 2023	Board of Commissioners Approval
June 7, 2023	Start of Work
August 31, 2023	Completion of Implementation

The schedule of events after the Proposal due date will be handled as expeditiously as possible, but there is not a set schedule and the District may elect to alter the dates listed after the Proposal due date.

An Evaluation Team will be formed to evaluate proposals and may choose to interview Proposers or have Presentations. Every effort will be made to notify short-list Proposers of important post-opening dates.

D. NOTICES AND RESPONSE TO CRITERIA

1. **Proprietary Proposal Material.** Washington State Public Records Act (RCW 42.56 et. seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act or are otherwise privileged. All documents submitted in relation to this RFP shall be considered public records, and will be made available for inspection and copying by the public unless the District determines

that an exemption from disclosure under the Act applies. Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject the submittal. If, in the District's opinion, the material is subject to disclosure, the District will notify the Proposer of the request and impending release, and allow the Proposer 10 days from notice to take any action the Proposer deems necessary to protect its interests. All expenses of such action shall be borne solely by the Proposer, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure and Proposer shall indemnify the District against the same. If the Proposer fails or neglects to take such action within said period, the District will release all materials deemed subject to disclosure. Submission of materials in response to this RFP shall constitute consent by the Proposer to the foregoing procedure and the Proposer shall have no claim against the District on account of any actions taken pursuant to such procedure. Any information contained in the proposal that the Proposer believes is proprietary must be clearly designated.

2. **Property of the District.** Responses to this RFP will become the property of the District and will form the basis of negotiations of an agreement between the District and the apparent successful Proposer.
3. **Good Faith.** This RFP has been compiled in good faith. The information contained within is selective and subject to the District's updating, expansion, revision, and amendment.
4. **Right to Cancel.** The District reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program which is outlined within this RFP at any time, and notice shall be given in a timely manner thereafter.
5. **Not an Award.** Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting, offering, or awarding a contract, representation or agreement of any kind between the District and any other party, save for a formal written contract, properly executed by both parties.
6. **Incurring Costs.** The District is not liable and will not be responsible for any costs incurred by any Proposer(s) for the preparation and delivery of the RFP responses, nor will the District be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFP finalists to the District.
7. **District's Expectations.** During the review of this RFP, please note the District's emphasis on the expectations, qualities, and requirements necessary to be positioned as an RFP finalist and successful Proposer.
8. **Waiver of Minor Administrative Irregularities.** The District reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.
9. **Single Response.** A single response to the RFP may be deemed a failure of competition, and in the best interest of the District, the RFP may be cancelled.
10. **Proposal Rejection: No Obligation to Buy.** The District reserves the right to reject any or all proposals at any time without penalty. The District reserves the right to refrain from contracting with any Proposer. The release of this RFP does not compel the District to purchase. The District may elect to proceed further with this project by interviewing firm(s) well-suited to this project, conducting site visits or proceeding with an award.

11. **Right to Award.** The District reserves the right to make an award without further discussion of the proposal(s) submitted. Therefore, the proposal should be submitted initially with the most favorable terms the Proposer can offer.
12. **Non-Endorsement.** As a result of the selection of a Proposer to supply products and/or services the District is neither endorsing nor suggesting that the Proposer's product is the best or only solution. The Proposer agrees to make no reference to the District with any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the District.
13. **Errors in Proposal.** The District will not be liable for any errors in a Proposer's proposal. Proposers will not be allowed to alter proposal documents after the deadline for proposal submission. The District reserves the right to make corrections or amendments due to errors identified in proposals by the District or the Proposer. This type of correction or amendment will only be allowed for such errors as typing, transposition, or any other obvious error. Proposers are liable for all errors or omissions contained in their proposals. If, after the opening and tabulation of proposals, a Proposer claims error and requests to be relieved of award, the Proposer will be required to promptly present certified work sheets. The RFP Coordinator will review the work sheets and if the RFP Coordinator is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Proposer may be relieved of its proposal. After opening and reading proposals, the District will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between a price per unit and the extended amount of any proposal item, the price per unit will be used. The District will use the total of extensions, corrected where necessary.
14. **Best Modern Practices.** All work, including design, shall be performed and completed in accordance with the best modern practices, further, no detail necessary for safe and regular operation shall be omitted, although specific mention thereof may not be made in these specifications.
15. **Equal/Approved Equal.** Any specifications in this RFP are intended to be precise where a specific make, model or trade name is requested. Whenever a make, model or trade name is used, it shall be that or equal, or approved equal. Equal or approved equal means that the make, model or trade name will be given consideration if they fulfill the same performance requirements. The District reserves the right to make the decision on acceptability. Each Proposer shall clearly identify make, model or trade name of equipment proposed in their proposal. Any equipment proposed as an equal to that herein specified must be substantiated with supporting data to justify such request for substitution.
16. **More or Less.** Quantities are estimated only and shall be bid on a MORE OR LESS basis. For the purpose of comparison, bid proposals shall be made in quantities listed in this RFP. Listed quantities shall not be considered firm estimates of requirements for the year, nor shall the District be bound or limited to quantities listed. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

E. PREPARING AND SUBMITTING A PROPOSAL

A Proposer shall submit a response in the following format:

1. **General Instructions.** The evaluation and selection of a Proposer will be based on the information submitted in the proposal plus references, and any on-site visits or best and final

offers (BAFOs) where requested. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a proposal.

2. **Submitting a Proposal.** Submit one copy to Cross Valley Water District as outlined in Section III A. The submittals shall be clearly titled: "2023-07 Merchant Services RFP." Modifications to submissions may be submitted prior to the date and time specified for receipt of submissions. LATE RFP SUBMITTALS WILL NOT BE CONSIDERED. RFP submittals which do not include all requested information and required documentation, may be considered non-responsive. All materials required for acceptance of the proposal by the deadline must be mailed or emailed to develop@crossvalleywater.net.
3. **Organization and Format of Required Proposal Elements** Proposers responding to this RFP must comply with the following format requirements. The District reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

Proposals shall be organized and presented in order by the numbers assigned in the RFP with each heading and subheading separated by tabs or otherwise clearly marked, as described below:

Tab # Section Description

Tab 1 Table of Contents – Provide a table of contents for the Proposal.

Tab 2 – Proposal Cover Letter – The Proposal Cover Letter must be written on the Proposer's official business stationery and signed by an official authorized to legally bind the Proposer. The Cover Letter shall be no more than two pages, and shall include the following information:

- i. Name and Title of Proposer representative;
- ii. Name, physical and mailing address of the Proposer;
- iii. Telephone number, fax number, and email address of the Proposer;
- iv. RFP number and title;

Statement that:

- v. The Proposer acknowledges receipt of any addendum or addenda issued;
- vi. The Proposer believes its Proposal meets all the requirements set for in the RFP;
- vii. The Proposer acknowledges the Proposal conforms to all procurement rules and procedures articulated in this RFP, all terms and conditions specified in this RFP;
- viii. The Individual signing the Proposal is authorized to make decisions as to the prices quoted and that she/he has not participated in any action contrary to the RFP; and
- ix. If the Proposer makes any representations outside of its formal Proposal document, such as in discussions, presentations, negotiations, demonstrations, sales or reference material and other information, the Proposer warrants that the District can rely on these as inducements to enter into any subsequent contract.

Tab 3 – Merchant Services Cost Proposal – Provide all cost information according to the instructions provided in Section V.

Tab 4 - Merchant Services Questionnaire – Provide the Proposer's response to the Merchant Services Questionnaire as indicated in Section VI. Please provide a complete response to all questions in the same order presented.

Tab 5 – Scope of Services: System Functions – Provide the Proposer's response to the information requested or discussed in the Scope of Services, System Functions as indicated in Section IV.A.

Tab 6 - Scope of Services: Technical Requirements – Provide the Proposer's response to the information requested or discussed in the Scope of Services, Technical Requirements as indicated in Section IV.B.

Tab 7 – Scope of Services: Payment Interface – Provide the Proposer's response to the information requested or discussed in the Scope of Services, Payment Interface as indicated in Section IV.C.

Tab 8 - References – Provide a list of long-standing and recent municipal/utilities to which the Proposer has provided services similar to the services requested in this RFP.

4. **Multiple Proposals.** Multiple Proposals from a Proposer will be permissible; however, each Proposal must conform fully to the requirements for proposal submission. Each such Proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc. on the first page of their response.
5. **Withdrawal of Proposals.** Proposers may withdraw a proposal that has been submitted at any time up to the proposal due date and time. To accomplish this, a written request signed by an authorized representative of the Proposer must be submitted to the RFP Coordinator. The Proposer may submit another proposal at any time up to the proposal due date and time.

IV. SCOPE OF SERVICES

A. **System Functions** - Easy integration of data with District's back-office systems, and the District's software provider, currently emGovPower, financials, utility billing system, cashiering and revenue modules. The following are requirements for the Hosted Credit Card Payment System that must be provided:

1. Transactions deposited within 24 to 36 hours to the District's bank account.
2. Must be fully PCI Compliant at all levels.
3. Single reporting system across all payment types and services.
4. Online Automated Clearing House (ACH) returns and credit card chargeback reporting.
5. Customize transaction identifying data fields per e-commerce service to accommodate all the unique needs of each department including standard reporting and ad-hoc reporting.
6. Access online payment management tools to enable District to administer all e-payments such as voids, credits, adjustments, reporting, customer service and verifications in real-time.
7. On-line status indicator of electronic payment services.
8. Support Convenience fee model and only charge customers a flat convenience fee.
9. Support all major credit cards and branded debit cards.
10. Transaction integrity checking reducing the risk of double payments.
11. Once implemented the District must be able to select or change processors, and add or remove financial institutions, without any loss of time or investment prior to implementation efforts.
12. No District transactional daily or monthly costs.
13. Implementation and support of an Interactive Voice Response (IVR) banking system.
14. Reports for the next daily deposit by 2 PM Pacific Time.

15. Reimbursement of time should our software programmer have to debug the connection.

B. Technical Requirements.

Credit/Debit Card Services: The Proposer's merchant services will provide the District with the ability to accept payment through the use of credit/debit cards. The District currently only accepts Visa, MasterCard, and American Express and electronic checks for Utility Bills. This is provided through our Citizen Web Website and an IVR 800 number.

1. The District uses a Convenience fee-based platform. We are only interested in a Convenience fee-based platform. Our current provider's convenience fee is a flat \$3.25. The District only receives the Utility Billing amount. Include information on what the Proposer's convenience fee is based upon.
2. The pricing schedule, to be included with the Cost Proposal, MUST remain firm for 18 months from the award date.
3. Do you offer recurring billing processing?
4. Do you offer EFT processing with Routing number validation?
5. Do you offer validation process of customer's and account numbers?
6. How is contact information from the payer collected and provided to the District?

C. Payment Interface.

The current system utilizes a web service which interfaces via API with multiple credit card gateway options (Authorize.Net, Paymentech, Cybersource etc.). This web service is accessed from both our cloud hosted Billing System and our cloud hosted Citizen Portal web site. Currently, card data is entered directly into our sites and then transmitted via this self-hosted web service, requiring the information to transit both the web site and web server before being sent to the payment gateway. This puts the PCI compliance burden on the District and our billing system provider.

All transactions are one-time, payment information is not saved.

The Proposer should address how the Proposer's solution provides:

1. Hosted card processing either via redirection to the processing screens or by controls that can be loaded within the context of our application and citizen portal.
 - a. Either method must provide results to the calling site (confirmation number, amount of payment, name of payer, and method of payment, and if payment is denied, then detail of the denial).
2. If a payment is denied the customer should be able to edit payment information and resubmit.
3. No card information crossing our servers. Information entered to screens or controls that are directly linked to the processing provider.
4. Complete PCI scoped environment should be within the payment solution.
5. Ability for customer to save and edit payment information, both credit card and ACH, securely in a "wallet". This should require Multi-Factor Authentication to access.
6. Automatic routing number verification with immediate feedback to the client when bank ACH information is entered.
7. Customer should receive an email receipt immediately on approval with confirmation number.
8. Interface should be able to accept information from the calling site on what the payment is for to be displayed in Reconciliation.

Additional features to be considered:

1. Ability to view submitted transactions, both approved and denied, in close to real time from the reconciliation portal.
 - a. Ability to perform a reversal via the reconciliation portal.

- b. Ability to view the details of the transaction via the reconciliation portal, including confirmation number.
- 2. Is Customer portal provided and what additional info can be passed from our billing system and displayed to the consumer.
 - a. Invoice and payment history
 - b. PDF copies of bills
 - c. If PDF bill display is available via portal, then does the portal allow a customer to request and receive the PDF via email automatically when it is uploaded.
 - i. Does the portal send the emails, or does it provide the updated information on an interval to our billing system so it can send them out.
- 3. Ability to select automatic payment of invoices when they are posted using payment information stored in wallet.
 - a. Interface of these automated payments to our payment system either via API or file import
- 4. Effort required to integrate with our billing system and citizen portal. The District bears the cost of this development, so ease of integration is a considerable cost consideration in the implementation.

V. COST PROPOSAL

A. MERCHANT SERVICES COST PROPOSAL

1. General Instruction for Preparing Cost Proposal.

Proposer must submit a cost proposal and price schedule under Tab 3 of their proposal. Proposer must provide a total project cost to include all requisite services, material, work products and ancillary expenses and pricing schedule. The engagement will be a time and materials project. **Please identify any other fees and costs for additional service being proposed.**

Include the following information in your cost proposal:

1. Convenience fee calculation. The District does not wish to move to a sliding scale or percentage-based platform. The District does not want the customers who pay by cash or check to subsidize a credit card or EFT system.
2. Provide a funds availability schedule by card type. Is it negotiable?
3. What is the settlement deadline?
4. What daily and/or monthly reconciliation reports are available?
5. Do you offer recurring billing processing?

2. Miscellaneous Expenses – Onsite Services.

1. Proposer and any subcontractors' expenses travel expenses (e.g. airfare, lodging, and meals, insurance) and other miscellaneous expenses related to the provision of on-site services.
2. Proposer's expenses related to providing on-site services (e.g. computer, printer, miscellaneous equipment) must be included in the proposed cost and cannot be at an additional charge.
3. The District will coordinate and provide any requisite meeting spaces for on-site services.
4. Work related travel expenses will be reimbursed at the current Washington Department of Administration published per diem rates which can be viewed at: <https://ofm.wa.gov/accounting/administrative-accounting-resources/travel/diem-rate-tables>

3. **Pricing and Discount.** The District qualifies for governmental discounts. Unit prices shall reflect these discounts. Unit prices shown on the proposal or contract shall be the price per unit of sale (e.g., hour, ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit prices shall establish the extended price, the unit price shall govern in the proposal evaluation and contract administration.
4. **Prompt Payment.** Proposers are encouraged to offer a discount for prompt payment of invoice. Please include any discount in your cost proposal or indicate zero discount offered. If awarded by the District, period of entitlement begins only after:
 - Receipt of a properly completed invoice.
 - Receipt of all supplies, equipment or services ordered.
 - Satisfactory completion of all contractual requirements.
5. **PCI Audit.** Submit your most recent PCI audit for review.
6. **Financial Capability to Perform Contract.** Proposer shall submit either a current Financial Review or Compilation Report by a CPA firm, which is not to be older than one (1) year, or a Financial Statement from their bank asserting that the Proposer has the Financial Capability to perform this contract. The District reserves the right to use other means to substantiate Financial Capability, e.g. D&B Reports, BBB, or other means.

VI. MERCHANT QUESTIONNAIRE

The intent of the questionnaire is to provide a standard format to enable the District to evaluate the Proposer's ability to provide the services requested. Please provide a complete response to all the questions in the same order presented. Proposer must submit response to the questionnaire under Tab 4.

A. GENERAL QUESTIONS

1. How many years has your company been providing these services? What is your company's primary line of business?
2. Do you anticipate that your company will be acquired in the foreseeable future? Is your company planning to acquire any other companies? If yes, please provide the names of the companies and the nature of the business.
3. Are you on either the Federal debar list or your home state debarred list?

B. PROCESSOR OVERVIEW

1. Provide a general overview and brief history of the processing of credit card payments by your company.
2. Identify if you offer card processing or hire a third-party processor. Identify third-party processors.

C. TECHNICAL CAPABILITIES

1. Identify if you can process transactions with our existing equipment, software and gateways. If not, identify which components will need to be changed and any associated costs.
2. Identify all software and gateways that you can interface with.
3. Identify the latest time that sales transactions can be transmitted to meet settlement times.

4. Describe the card processing transaction flow and, if applicable, how it relates to your processing partners.
5. Identify your established levels for system availability.
6. Describe the system or tools you use to resolve chargebacks.
7. Describe your local backup or redundant systems.

CUSTOMER SERVICE

1. Identify the project Manager that will be assigned to this project. The Project Manager will be the primary contact for the District and must be available on an as-needed basis. Describe how the Project Manager will guarantee availability to the District during the entire duration of the project.
2. Identify all key personnel from your company that will be assigned to this contract, including their current job title and role they will play in the project.
3. Provide an organizational chart for your company and include an issue escalation process for problem resolution.
4. Describe any regular or on-going service or training opportunities and how such service/training is accessed (e.g. online, hosted call, in-person seminars, etc.)

D. PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS

1. Describe your PCI DSS Compliance status, program and how you maintain your compliance with PCI standards. Have you been certified by a third-party assessor?
2. Describe your role in supporting merchant PCI compliance and how you help the District maintain its compliance.

E. REPORTING

1. Describe the daily and monthly reconciliation reports available to the District, as well as the delivery methods and describe delivery time for such reports.
2. Describe how multiple merchant numbers are reported and the flexibility afforded the District for customizing the reports.
3. Provide sample statements and reports that would be provided to the District, relative to the needs described by the District in the scope of services (e.g. merchant account statements, etc.) Indicate how these reports are provided to the District (e.g., online, mail, email, etc.)

F. IMPLEMENTATION & TRAINING

1. Describe the merchant training process with regard to:
 - Initial new merchant training
 - On-going training
 - Updates and dissemination of industry-related rules or regulatory changes.
2. Identify the specific PCI DSS training provided by your organization to merchants.

VII. EVALUATION CRITERIA

A. Preliminary Evaluation – All proposals shall be evaluated against the same standards. The Proposals will first be reviewed to determine if they contain the required forms and information, follow the submittal instructions and meet all the mandatory requirements. Failure to meet mandatory requirements will result in proposal rejection as non-responsive. In the event that NO Proposer meets specified requirement(s), the District reserves the right to continue the evaluation

of the proposals and to select the proposal most closely meeting the requirements specified in this RFP, or not select any proposal.

B. Proposer Presentations/ Scoring – Based on evaluation of the written proposals by the Evaluation Team on the state criteria, an estimate of two to four top scoring proposals may be short-listed. Short-listed Proposers may be required to participate in interviews and/or site visits to support and clarify their proposals if requested by the Evaluation Team. The Evaluation Team will make every reasonable attempt to schedule each presentation at a time and location agreeable to the Proposer. Failure of a Proposer to interview or permit a site visit on the date may result in rejection of the Proposer's Proposal. Should the Evaluation Team request any oral presentations or demonstrations from one or more of the short-listed Proposers, the Evaluation Team will review the initial scoring and adjust based on the information obtained in the oral presentation or demonstration and site visits.

C. Evaluation Criteria – The following are the criteria, which will be used in the selection of a Proposer. A maximum score of 100 points will be used by each evaluator to score Proposals. Each of the following elements shall have the state maximum point value:

	Criteria	Points
1.	Experience: Card processing, online payments, and the District's financial and utility accounts management software.	50
2.	Cost Proposal: Pricing structure and fees, including total estimated costs to the District; daily settlement of transaction and deposit turnarounds.	25
3.	Data Security	12.5
4.	Customer Service: including but not limited to online and telephone support; reporting services (e.g. online custom reports and statements; transaction search functionality, etc.)	12.5
5.	References – 3	Acceptable/Unacceptable
6.	TOTAL	100

The cost proposal section shall receive a weighted score, based upon the ratio of the lowest proposal to the highest proposal. The lowest cost proposal will receive the maximum number of points available for the cost category and other proposals will be scored accordingly.

The points stated above are the maximum amount awarded for each category. The evaluation process is designed to recommend award of this procurement to the proposal that is the best value of the District, not necessarily the lowest cost Proposal.

D. Minimum Score/Tied Score – A minimum passing score of 75 (or total combined scores from all Evaluation Committee members averaging 75) is required in order to receive further consideration. In case of a tied score, the recommendation of award will go to the firm who was favored by the majority of the Evaluation Team Members, according to their score. The Evaluation Team shall then offer an "Intent to Negotiate and/or Intent to Award the final contract with the successful Proposer and the decision to accept the award and approve the resulting contract shall be final.

E. RFP Evaluation – Evaluation of proposals shall be based on conformity to specifications, cost, past experience and performance with the District and other agencies, proposed manufacturer's service availability, parts availability, equipment design and functionality and effect on productivity and bidder's supporting documentation.

F. Award / Best and Final Offers – The RFP Coordinator will compile the final scores for all sections of each responsive proposal. The Evaluation Teams' recommendation of award may be granted to the highest scoring responsive proposal and responsible Proposer. Alternatively, Proposers

with the highest scoring proposals may be requested to submit Best and Final Offers. If Best and Final Offers are requested by the Evaluation Team and submitted by the Proposer, they will be evaluated against the stated criteria, scored and ranked by the Evaluation Committee. The Intent to Negotiate then will be granted to the highest scoring Proposer. However, a Proposer should not expect that the District will request a Best and Final Offer.

- G. Offer in Effect for Ninety (90) Days** – A proposal may not be modified, withdrawn or canceled by the Proposer for a ninety (90) day period following the deadline for proposal submission as defined in the Calendar of Events, or receipt of best and final offer, if required, and Proposer so agrees in submitting the proposal.
- H. Notification of Intent to Negotiate/Intent to Award** – Proposers will be notified in writing of the District's Intent to Negotiate and/or Intent to Award the contract resulting from this RFP.
- I. Right to Reject Proposals and Negotiate Contract Terms** – The District reserves the right to negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract. If substantial progress is not made in contract negotiations with the highest scoring Proposer, the District may choose to cancel the first Intent to Negotiate and commence negotiations with the next highest scoring Proposer.
- J. Protest Procedure** – Any protest must be made in writing, signed by the protestor, and state the Proposer is submitting a formal protest. The protest shall be filed with Cross Valley Water District at 8802 180th St SE Snohomish WA 98296. The protest shall clearly state the specific factual and legal ground(s) for protest, and a description of the relief or corrective action being requested. Protests based on specifications/scope of work, or other terms in the RFP shall be filed at least five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed no more than five (5) calendar days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with Proposer:
 - a. Step I. RFP Coordinator of solicitation try resolving matter with protestor. All available facts will be considered, and the RFP Coordinator shall issue a written decision.
 - b. Step II. If unresolved, within three (3) business days after receipt of written decision, the protest may be appealed to the General Manager. The General Manager shall make a final determination in writing to the Protester.

Award Announcement - The District shall announce the successful Proposer at the Board of Commissioners' meeting. The timeframe is not based upon when the Proposer received the information, but rather when the announcement is made at the Board meeting.

Award Regardless of Protest - When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the District determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the District.

If the award is made, regardless of a protest, the award must be documented in the file, explaining the basis for the award. Written notice of the decision to proceed shall be sent to the protestor and others who may be concerned.

The District retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

VIII. REFERENCE MATERIALS

Credit Card and EFT Statistics

<u>Summary of payments Credit Card Provider Average Monthly Payment Data</u>	
Payments	580
Payment Amount	\$120,000.00
Type	
Visa	71%
MasterCard	22%
American Express	6%
Bank Account (Checking/Savings)	1%
<u>Summary of Cross Valley EFTs Average Monthly Payment Data</u>	
CVWD EFT	470
CVWD EFT Payment Amount	\$102,000.00