



County of San Luis Obispo

GENERAL SERVICES

Machelle Vieux, Interim Director

Cody VanDorn, Department Administrator

REQUEST FOR PROPOSAL # 1301 REPLACEMENT OF RECORDING CASHIERING SYSTEM

January 16, 2015

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for Replacement of Recording Cashiering System.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GS/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit one (1) electronic copy of your proposal, in Adobe Acrobat Portable Data Format (pdf), through the County's Purchasing website at the address listed above, by **3:00 p.m. on February 6, 2015**.

All questions pertaining to the content of this Request for Proposal must be made in writing through the County's Purchasing website. All questions will receive a response within five (5) business days. Questions and responses will be posted (anonymously) on the Purchasing website, and can be viewed by accessing the Request for Proposal. The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

If you have any questions about the proposal process, please contact the Buyer directly.

PHILL HALEY
Buyer – GS Purchasing
phaley@co.slo.ca.us

REPLACEMENT OF RECORDING CASHIERING SYSTEM

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APPENDICES

The following applicable documents must be submitted with the proposal:

A. County Hosted Solution:

APPENDIX A1 - TECHNICAL REQUIREMENTS RESPONSE FORM (COUNTY HOSTED)

APPENDIX A2 - FUNCTIONALITY AND INTEGRATION RESPONSE FORM (COUNTY HOSTED)

APPENDIX A3 - SUPPORT AND SERVICES RESPONSE FORM (COUNTY HOSTED)

APPENDIX A4 - PROPOSAL COST RESPONSE FORM (COUNTY HOSTED)

B. Other Documents:

APPENDIX B - PROPOSER'S TERMS AND CONDITIONS

ATTACHMENTS

The documents listed below are for reference only and do not have to be submitted with the proposal.

ATTACHMENT 1 - COUNTY OF SAN LUIS OBISPO STANDARD TERMS AND
CONDITIONS

ATTACHMENT 2 – SAMPLE CONTRACT

REPLACEMENT OF RECORDING CASHIERING SYSTEM**I. INTRODUCTION****A. INVITATION**

The County of San Luis Obispo (hereafter, "County") is requesting proposals from qualified suppliers to provide computer software, implementation services and ongoing maintenance, support and services for a suite of applications to automate the workflow and maintain the document image repository in the County's Clerk-Recorder's Office. The suite of applications will offer the County Clerk-Recorder an increased ability to improve operational efficiency by implementing new workflows. It will be the repository for the department's official and vital record images.

At a minimum, contractor shall:

1. Replace the existing suite of applications which currently operate the County Clerk-Recorder's Office. The applications will be required to automate the recording process, cashiering, document image repository which includes search and retrieval, County Clerk functions (Marriage, FBN, etc.), and public facing web sites.
2. Provide implementation services to configure and deploy the new application. The scope of the implementation services will also include the conversion of existing document images and data into the new application.
3. Provide ongoing software maintenance, services and support.

The following are the mandatory requirements of the RFP. Proposed solutions that do not meet the mandatory requirements will not be considered. The proposed solution(s) must have the capability to:

1. Meet the requirements to integrate with an ERDA certified Electronic Recording Delivery System (currently CeRTNA).
2. Meet the mandatory requirements listed in Appendix A2 – 1

The County is seeking a County hosted solution due to the investment of existing hardware infrastructure but will consider other solutions. The proposed solution must be a proven base system. The County is not interested in beta systems or purchasing professional services to design and develop a system. The integrated solution must meet the technical, business and support/service requirements as defined in this RFP.

Proposers may submit only one proposal. This RFP may result in a single source award.

The resulting contract shall be for a term of three (3) years with an option to renew for two (2) additional years, unless terminated earlier or otherwise amended.

B. BACKGROUND**1. County of San Luis Obispo**

San Luis Obispo County (SLO), one of the original counties in the State of California, encompasses approximately 3,300 square miles containing seven cities with a population of nearly 276,500 people.

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The County is governed by a five member Board of Supervisors who is elected by district to serve four-year terms. The County Administrator manages the day-to-day affairs of the County and is appointed by the Board of Supervisors

2. San Luis Obispo County Clerk-Recorder

The San Luis Obispo County Clerk-Recorder (CCR) is the combined offices of the County Recorder and County Clerk. The County Clerk-Recorder is an elected position. The County Clerk-Recorder has aggressively pursued new technology solutions to improve service to the public, increase operational efficiency, and fulfill its legal mandate to safeguard real estate records (both public and official records), clerk filings, and vital records under its care.

County Clerk Functions	The County Clerk performs several legally and locally mandated functions for the public.
Marriage	Issuing Public and Confidential marriage licenses, amendments and duplicates Performing civil marriage ceremonies
Fictitious Business Names (FBN)	Filing of Fictitious Business Names, Abandonments and Withdrawals of Fictitious Business names Filing of Proofs of Publication Tracking and sending out refiling reminder notices after 5 years from initial FBN filing
Notary Oath/Bond and Authentication	Registering Notary Oaths and Bonds Verifying Notary Signatures at the request of the public
Professional Registrations	Process Servers Legal Document Assistants Unlawful Detainer Assistants Professional Photocopiers
Power of Attorney	Addition of Attorneys in Fact of Surety companies into the system at the request of the Surety/Bonding Company
Oath of Office	A registry of all Deputy commissioners and Deputy County Clerks which is maintained by the San Luis Obispo County Clerk
Deputy Commissioner of the Day	Authorization of the public as Commissioner of Civil Marriages for one day
Environmental Filings	Filing and posting of documents from both public and private entities or individuals planning constructions in San Luis Obispo

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Sale of Business Records	Any copies made by the County Clerk which are certified to be true and correct copies of originals on file in our office
Roster of Public Agencies	Within seventy days after the date of commencement of its legal existence, all Public Agencies are required to file with the County Clerk of each county in which the public agency maintains an office.

Recorder Functions	The County Recorder performs several legally and locally mandated functions for the public.
Examination	The purpose of the examining process is to ensure that documents being submitted for recording meet recording requirements
Document Processing (Scanning)	The purpose of the Document Processing Services Section is to scan both Official Records and Vital Records documents
Indexing	The Indexing Section is tasked with indexing documents, both Official Records and Vital Records, so they are able to be retrieved by the public
Redaction	Redacting the Social Security Numbers on recorded documents
Document Archive	The purpose archiving is to create microfilm of the Official and Vital Records and ensure that this microfilm is stored for permanent retention. In addition, microfilm scanning and duplication is performed by a third party vendor
Electronic Recording Delivery System (ERDS)	The Recorder's Office currently accepts and records electronic documents from government submitters. Electronic documents are received through the CeRTNA (California Electronic Recording Transaction Network Authority) portal Desire to accept and record electronic documents from other submitters (i.e. titles companies, banks, etc)
Vital Records	Recording, retaining, and issuing of Birth, Death, and Marriage Certificates
	Registration of Confidential and Public licenses
Sale of Certified Copies	Includes certified copies of real estate records and vital records.

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3. San Luis Obispo County Clerk-Recorder – Information Technology Team

The San Luis Obispo County Clerk-Recorder has an internal Information Technology resource responsible for all IT Project management, Application and Business Analysis, and Data Center operations. The IT resource also provides all levels of end-user support to the San Luis Obispo County Clerk-Recorder’s Office for all IT solutions.

4. Technical Environment

The San Luis Obispo County Clerk-Recorder currently has a prime office in San Luis Obispo and satellite location in Atascadero (17 miles). All production functions must be able to be performed at both locations.

a. Current Environment

SERVER	
Operating System	i5/OS V6R1M0
Hardware	IBM 520 iSeries AS400 utilizing an attached FC0595 expansion unit. Storage capacity is 917.34 GB for current online data
Authentication	Stand-alone security credentials
Image Format	Tiff

DESKTOP/LAPTO	
Desktop OS	Windows 7 Professional (32-bit and 64-bit)
Hardware	Dell Vostro (Cashiering and scan workstations) Optiplex 790 – 7010 (End user workstations)
Monitor settings	Asus 23” display with resolutions: 1920 x 1200

PRINTERS/SCANNER	
Plain Copy and Certified paper	Kyocera KM-5050, TASKalfa 420i HP LaserJet 2200D HP LaserJet 2420n HP LaserJet 4250n
Label Printers	Zebra Z4M/Z4M Plus
Printer Network interfaces	HP- Internal Jet Direct
Receipt Printers	Ithaca 1500
Scanners	Fujitsu fi-6800 (Primary – SLO Location) Fujitsu fi-6230z (Primary – Satellite Location)
Plotter (Copy, Scan, Printer)	OCE TDS-400

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b. New Environment

SERVER	
Operating System	Windows Server 2008 R2 + minimum standard moving to Windows 2012
Hardware	The application should be capable of running under
LDAP Servers	Active Directory Authentication is integrated with Microsoft Active Directory (County has multiple AD forests)

DESKTOP/LAPTO	
Desktop OS	Windows 7 Professional (32-bit and 64-bit)
Hardware	Dell Vostro (Cashiering and scan workstations) Optiplex 790 – 7010 (End user workstations)
Monitor settings	Asus 23" display with resolutions: 1920 x 1200

PRINTERS/SCANNER	
Plain Copy and Certified paper	Recommendation requested
Label Printers	Recommendation requested
Printer Network interfaces	Recommendation requested
Receipt Printers	Recommendation requested
Scanners	Recommendation requested
Scanners Protocol	Recommendation requested
Plotter (Copy, Scan, Print)	Recommendation requested

C. PROJECT SCOPE OF WORK

Responsibility	Details
Proposed Solution	The awarded Vendor will provide all professional services required to implement the application based on business requirements provided with this RFP.
	The Vendor will provide, in collaboration with the CCR , the technical environments required to implement and host the application
	Based on this design, the County will procure and deploy the required technical environments to host the application software
Implementation	All server software, all client software, and all data capture software such as document scanning modules, electronic recording interfaces, etc. in all SLO CCR offices.
	The awarded Vendor will provide all professional services required for installing, configuring, and setup of the software based on the requirements provided with this RFP.

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	Installation, configuration and setup of any business justified custom enhancements.
Customization (Configuration)	The Vendor will identify all functionality that is considered "customized" to SLO CCR's business requirements.
	If possible, all mutually agreed upon customized enhancements needed to satisfy the requirements in the RFP must be included as part of the base product.
	Any requirements where a custom enhancement has been justified must be documented by the Vendor for review and approval of the SLO CCR.
Data Migration and Conversion	Conversion and migration of all data from the existing Clerk and Recorder applications into the new application Software.
	Conversion and migration of Pre-1970 index for official records - Currently written in ASP.Net with SQL Database
	Extraction of data from existing systems will be performed by SLO CCR and existing vendor.

D. POINT OF CONTACT:

The County has designated a Purchasing Agent who is responsible for the conduct of this procurement whose name, address and telephone number is listed below:

Phill Haley, Buyer
 County of San Luis Obispo Purchasing Department
 1087 Santa Rosa St
 San Luis Obispo, CA 93408
 Telephone: 805-781-5904

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II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the anticipated schedule for the procurement and describes the procurement events as well as the conditions governing the procurement.

A. SEQUENCE OF EVENTS AND CONTACT INFORMATION

	Action	Date
1.	Issue of RFP	January 16, 2015
3.	Deadline To Submit Written Questions	January 28, 2015
4.	Response to Written Questions/RFP Addendum	February 2, 2015
5.	Deadline for Submission of Proposals	February 6, 2015, 4:00PM Pacific Daylight
6.	Proposal Evaluation	February 9-20, 2015
7.	Selection of Shortlist	February 23, 2015
8.	Demonstrations/Presentations (County option)	week of 3/2/2015
9.	Selection of Finalist for Negotiations	March 9, 2015
10.	Final Negotiations or BAFO, and Finalize and Award Contract	March 20, 2015
11.	Commencement of Contract	March 30, 2015
12.	Anticipated Go-Live Date	October 5, 2015

B. EXPLANATION OF EVENTS

1. ISSUE OF RFP

This RFP is being issued by the County of San Luis Obispo Purchasing Department.

2. PREPROPOSAL CONFERENCE

No pre-proposal conference is scheduled for this RFP. Please submit all questions by the due date listed in Paragraph A of Section II.

Non-mandatory. Attendance at the pre-proposal conference is strongly recommended but is not a prerequisite for submission of a proposal. For those unable to attend in person, a teleconference conference line is available: dial 1-866-249-5279 and enter access code 559951. The County does not guarantee error free connection. See date, time and location of the pre-proposal conference below.

Mandatory. Attendance at the pre-proposal conference is a prerequisite for submission of a proposal. Proposers must attend in order to be considered. See date, time, and location of the pre-proposal conference below.

REPLACEMENT OF RECORDING CASHIERING SYSTEM**3. DEADLINE TO SUBMIT QUESTIONS**

Submit questions to PublicPurchase.com by this deadline.

4. RFP ADDENDUM POSTED/RESPONSE TO WRITTEN QUESTIONS

Answers to all questions received by the deadline and any material change to the RFP, will be listed on an addendum to the RFP and posted on <http://www.publicpurchase.com>. The County, however, reserves the right to post additional addenda until the RFP closing date and time.

5. SUBMISSION OF PROPOSAL

Proposals must be received through PublicPurchase.com no later than the deadline specified in Paragraph A of Section II.

6. PROPOSAL EVALUATION PERIOD

A Selection Committee will review and evaluate the proposals and make a recommendation as to which Proposer(s) to move forward.

7. SELECTION OF SHORTLIST *{if applicable}*

Proposers that demonstrate their capacity, ability and capability to meet the County's requirements will be determined to be within the competitive range and selected on the shortlist of Proposers to progress to the next round of evaluation.

8. DEMONSTRATION/PRESENTATIONS *{if applicable}*

At County's option, Proposers may be required to perform a demonstration/presentation of their proposed solution. Demonstrations/presentations will be held on-site at a County location. The date, time, and location are specified in Paragraph A, of Section II.

9. SELECTION OF FINALIST FOR NEGOTIATIONS

At County's option, one or more Proposers may be selected as finalists and invited to move forward in the process.

10. FINAL NEGOTIATIONS OR BAFO. FINALIZE AND AWARD CONTRACT

One or more Proposers may be selected to enter into final negotiations with the intent of award. Proposers may be given an opportunity to provide a Best and Final Offer.

11. COMMENCEMENT OF CONTRACT

It is anticipated that the contract will commence by the date specified.

12. ANTICIPATED GO-LIVE DATE

The system is anticipated to be fully operational by the date specified.

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The Evaluation Criteria listed below will be utilized in the evaluation of the Proposer's written proposals and demonstration/presentation accordingly. The expectation is that those proposals in the competitive range may be considered for contract award. The proposal should give clear, concise information in sufficient detail to allow an evaluation based on the criteria below. A Proposer must be acceptable in all criteria for a contract to be awarded to that Proposer whose proposal provides the best value to the County.

1. Corporate strength, experience, financial strength, references and reputation of Proposer;
2. Ability to meet technical requirements;
3. Ability to meet features and functionality requirements;
4. Methodology for services and support; and
5. Local Preference.

The overall total cost to the County will be considered and the degree of the importance of cost will increase with the degree of equality of the proposals in relation to the other factors on which on is to be based.

REPLACEMENT OF RECORDING CASHIERING SYSTEM**IV. PROPOSAL SUBMITTAL, SELECTION, AND FORMAT**

This section contains relevant information Proposers should use for the preparation of their proposals.

PROPOSAL SUBMITTAL AND SELECTION

1. Proposers must submit only one written proposal
2. All proposals must be submitted to the County's Purchasing website in Adobe PDF format no later than 3:00 p.m. on February 6, 2015. Late proposals will not be considered.
3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
5. This Request for Proposal does not constitute an offer of employment or to contract for services.
6. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
7. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County.
8. All proposals shall remain firm for 180 days following closing date for receipt of proposals.
9. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
10. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.
11. The successful proposer is expected to execute a contract similar to the contract in Attachment 1. This sample contract is for reference to the anticipated terms and conditions governing the County and the successful proposer. The proposer must take exception in their proposal to any section of the attached contract they do not agree with. Failing to do so will be deemed as acceptance by the proposer to the terms spelled out in the sample contract. The County reserves the right, in its sole discretion, to add, delete, or modify, or negotiate additional terms and conditions to the attached contract. **BEFORE BEGINNING ANY WORK OR SUBMITTING A PROPOSAL IT IS ADVISED THAT PROPOSERS READ THE COUNTY INSURANCE AND INDEMNIFICATION REQUIREMENTS IN THE ATTACHED SAMPLE CONTRACT.** The selected proposer will be asked to provide evidence that County insurance requirements have been met.
12. Under the provisions of the California Public Records Act (the "Act"), Government Code

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section 6252 et seq., all “public records” (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer’s competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer **MUST** specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer’s competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

REPLACEMENT OF RECORDING CASHIERING SYSTEM**PROPOSAL FORMAT**

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project.
 - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
 - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
 - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
 - a. Summary of approach to be taken.
 - b. Description of the organization and staffing to be used for the project.
 - c. Indication of information and participation the proposer will require from County staff.
 - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees and Insurance
 - a. Propose total fixed fees to complete project as described under Project Scope.
 - b. The selected Consultant will be required to provide insurance coverage in the amount of \$ 1,000,000 General Liability Insurance and \$ 1,000,000 of Professional Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.
 - c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.
 - d. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the County and its officers, agents,

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employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Contractor's performance or attempted performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by sole negligence or willful misconduct of the County.

6. Appendix

- a. Appendix A1: Technical Requirements Response Form (County Hosted) - Proposers must submit a thorough narrative supported by references to the technical questions asked in Appendix A1.
- b. Appendix A2: Functionality and Integration Response Form (County Hosted) - Proposers must complete and submit with their proposals the features and functionalities requirements referenced in Appendix A2.
- c. Appendix A3: Implementation, Project Management Training and On-going Support Response Form (County Hosted) - Proposers must submit a thorough narrative supported by references to the support and service questions asked in Appendix A3.
- d. Appendix A4: Proposal Cost Response Form refer to Section IV, B, 3 above - The proposed costs shall directly relate to the Project Work Plan. Please include Appendix A4 in your proposal.

7. Proposal Preparation Instructions

- a. Within each section of their proposal, Proposers should address the items in the order in which they appear in this RFP. All forms provided in the RFP shall be thoroughly completed and included in the appropriate section of the proposal.

8. Non-Conforming Submissions

- a. A submission may be construed as a non-confirming proposal, ineligible for consideration or incomplete if it does not comply with the requirement of this RFP.

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V. LOCAL VENDOR PREFERECE

LOCAL VENDOR PREFERENCE

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____ _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

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**APPENDIX A1
TECHNICAL REQUIREMENTS RESPONSE FORM
(COUNTY HOSTED)**

If offering a county hosted solution, please provide a response to each item below and include Appendix A1 with your proposal. Please do not modify the format, questions, font, etc.

A. TECHNICAL REQUIREMENTS

1. Description of System

- a. The solution must be able to meet the requirements of the Electronic Recording Delivery Act (ERDA), which allows for the integration of an electronic delivery system. This is a mandatory requirement. **Solutions that do not meet the mandatory requirement will not be considered.** Please advise if your solution meet such a mandatory requirement.
- b. Provide a description of the proposed product, database, software and services, including how the proposed system will meet or exceed the requirements stated in the entire RFP. Include sufficient technical information about the application, operating environment and performance data to enable the County to determine whether or not the proposed system meets the technical environment prerequisites.
- c. Identify/list all software required for the solution that is not supplied directly by the Proposer (any/all third party software).
- d. Provide a case study for a successful system implementation used by a county of comparable size. (Population between 200k – 400K)
- e. Provide an overview and/or benchmarks relating to the system's ability to process information in real time. Include the number of concurrent users as well as named users the proposed system will accommodate and state the maximum number of recommended users.
- f. Identify any requirement to purchase interfaces from other vendors to work with the proposed solution.
- g. Define the scalability of the proposed system.
 - i. Can the system be purchased in modules and expanded?
 - ii. How scalable is the proposed software regarding the number of users?
 - iii. Does the system scale in parallel, i.e. can additional application servers be configured in a load-balanced cluster?
 - iv. Can the database, application and data analysis components be configured to reside on separate independent servers, so that one impacted subsystem does not affect the overall solution?
- h. Describe licenses required for the software (concurrent / per seat and the number associated).

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- i. Describe how the system protects database records while it is being accessed by one user, so that multiple users will not attempt to change the record at the same time.
- j. Identify if the solution's database is ACID (Atomicity, Consistency, Isolation and Durability) compliant, and how it provides transaction rollback capability in the event of a failed transaction.
- k. Define the requirements for a test system. Include all related components (hardware, software, etc.) Include test system costs.
- m. Define which third party reporting tools the system is compatible with the proposed system.
- n. Provide the data dictionary and schema used by the system.
- o. Describe the minimum monitor and screen resolution limit.
- p. Describe the current generally available (GA) version number and release date, including how often new GA releases are made available.
- q. Provide the average response time of the proposed system.
- r. Describe the level of customization available without a programmer or vendor support.
- s. Define the system uptime. Include planned downtime windows.
- t. Describe how the system will print information on demand. Proposer must specify any special hardware or required printers necessary for printing.

2. Equipment and Software

- a. Provide detailed server hardware specifications, including but not limited to:
 - i. operating system,
 - ii. processors type and speed,
 - iii. redundancy
 - iv. system configuration
- b. Include a list of all hardware and software components the County must purchase.
- c. Describe the proposed system architecture.
- d. Describe the proposed systems transaction processing capabilities.

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- e. Describe how the client software components are able to coexist with other software and applications on end-user workstations.
- f. Describe the reporting software compatible with the proposed system. (Crystal, Excel, Access, etc.)

3. Backup/Recovery

- a. Describe the backup capabilities for the proposed system.
- b. Describe the process for automatic reprogramming and/or recovery after a failure due to hardware, software or absence of power.
- c. Describe the capabilities for periodically exporting data stored in the database, and if it can be exported to MS Excel, MS Access or other software.

4. Network/Hardware

- a. Provide a system/network design diagram, which provides a visual summary of the system's servers, network and ancillary components and their relationships.
- b. Describe any proprietary equipment utilized.
- c. Describe any special networking requirements, i.e. dedicated/segregated network segments, VLANs, etc.

5. Data Management

- a. Describe the data management approach.
- b. Explain how the information is archived and retrieved. Explain how the data is stored within the database, including if it can be stored in a separate database.

6. Storage

- a. Describe the maximum size of the database and the largest currently operating production and archive directories.
- b. Describe the long-term storage options available for the system.
- c. Describe the different storage technologies and file system solutions that are compatible with the offered solution (e.g., object storage, VMWare RDM, CIFS/NFS, etc.)
- d. Describe how the system will store the data on non-proprietary media and in an industry-standard format. Proposer should also specify the type of media used for long-term storage and the format in which it is stored.
- e. Explain how long batches (batch processing data) remain in the system.
- f. Describe the archival scheme for the system, including the recommended length of time data is retained on the production system and the availability of data for reporting after archiving.

REPLACEMENT OF RECORDING CASHIERING SYSTEM**7. Integration**

- a. Describe if the system supports a web-based front end or if a client install is required.
- b. Define the system's capability to support multiple browser types (i.e. Internet Explorer, Mozilla Firefox, and Opera) on different platforms, and the minimum version of each browser supported if the system supports web-based access.
- c. Specify all browser plug-ins necessary to utilize web-based features.
- d. Specify the web service standards used and the functionality exposed through the web services, if the system supports the use of web service protocols such as SOAP.

8. Critical Updates. Patches and Antivirus

- a. Describe the process for approving and installing operating system Critical Updates. Attach the Proposer policy regarding Microsoft Critical Updates.
- b. Describe or attach the company Service Pack policy for the proposed solution.
- c. Describe the Antivirus software used to protect data in real-time on the servers and client workstations.
- d. Describe any issues that may occur when running Antivirus software in real-time on the workstations.
- e. Describe or attach the company policy regarding the use of anti-virus software with the proposed system.
- f. Describe the disclosure policies related to security vulnerabilities found in the system, including procedures in place to notify customers of potential flaws, and the average time between a flaw being discovered and corrective action taken.

9. Application Security Features

- a. Describe the system's compliance with LDAP (Lightweight Directory Access Protocol), and how the system can be configured to authenticate users against it.
- b. Describe how the proposed solution can be configured to authenticate users against an Active Directory 2012 tree, if possible.
- c. Describe how the solution audits user access and privilege use and the information that is logged.
- d. Describe how the solution allows the County to configure minimum password difficulty requirements, and password lockout policies.
- e. Describe how the solution allows system administrators to set a password expiration policy, thereby requiring end-users to change their passwords at a specified interval.
- f. Describe how the solution encrypts sensitive information transmitted across the network and internet, and specify the algorithms used.

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- g. Specify whether the system establishes user identity via:
 - i. A user ID and password; or
 - ii. Two-factor authentication, such as a smart-card and a PIN. If two-factor authentication is available or used, Proposer must describe the hardware requirements, the authentication process, and any supplies needed for ongoing implementation.
- h. Describe how access privileges are configured in the system, and whether or not privileges can be based on group designations.
- i. Describe how different levels of security and privileges are established.
- j. Specify if a “user inactivity timeout” feature is available that forces a user to re-authenticate if idle for a preconfigured amount of time.
- k. Describe how the system utilizes electronic signatures and electronic confirmation (if applicable).

10. Security

Explain how the security and confidentiality of the system data collected and entered into the system will be maintained.

11. Escrow

- a. Explain your company’s ability to make available a software escrow account and include the source code and all products released during the maintenance term, including third party software. List the products that your company will hold in an escrow account and a list of those products that cannot be held and explain why.
- b. Explain in detail the process to retrieve the software source code.
- c. Provide written evidence of ability to provide and maintain a Software Escrow account in the form of a letter from an escrow agent or other acceptable third party.

12. Support

- a. Describe how support and escalation process for both hardware and system issues are provided 24/7/365. Provide the company escalation and response plan, and describe how issues are triaged and escalated.
- b. Provide the location of the closest service representative.
- c. Describe any maintenance and support the client is expected to do.
- d. Describe the process for incorporating Request for Enhancements for special customization requests.
- e. Provide a copy of the Service Level Agreement.

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**APPENDIX A2
FEATURES, FUNCTIONALITY AND INTEGRATION RESPONSE FORM
(COUNTY HOSTED)**

The features, functionality and integration requirements for a County hosted solution are listed in this section. Proposers shall complete and submit Appendix A2 with proposal.

1. Each item below is rated based upon level of importance: “M” means Mandatory; “HD” means Highly Desirable; “D” means Desirable and “U” means Useful.
2. In Section A, Proposer shall place the appropriate letter response code in the “Availability” column:
 - “A” means the feature/functionality is one that exists in the current production version of the proposed software and included in the Proposer’s price.
 - “B” means the feature/functionality does not exist in the current production version of the proposed software but it is a planned enhancement. The feature/functionality will be added in the software prior to final testing at no additional cost to the County.
 - “C” means the feature/functionality does not exist in the current production version of the proposed software but it can be added as an enhancement at an additional cost to the County. Provide the availability date of the enhancement in the “Comments” column below. Disclose all costs on the Proposal Cost Response form.
 - “D” means the feature/functionality does not exist in the current production version of the proposed software and proposer has no intention to add it as an enhancement.
3. Proposer may use the “Comments” column to reference, by title, any related technical material and include the material in Tab 5 of the proposal.

A. Document Imaging

ID	Description	Importance	Availability A, B, C, D	Comments If response in the Availability column is “C”, state the availability date of item in this column. Reference related material by title and include in Tab 5 of proposal.
1.	Allows creating and scanning of documents pertaining to real estate records, vital records, and business records.	M		

REPLACEMENT OF RECORDING CASHIERING SYSTEM

2.	Allows defining a class of documents to be scanned and rules for releasing them into the application.	M		
3.	Allows for quality control by querying the database at the time of document scanning.	M		
4.	Allows for finding page and document discrepancy at the time of document scanning.	M		
5.	Allows for tracking scanned batches through the various workflows.	M		
6.	Allows for watermark messages to be overlaid in various locations on birth, death and marriage certificates.	HD		
7.	Allows adding/deleting pages when an error occurs while rescanning.	M		
8.	Allows the support of industry standard Group IV Tiff (both single and multi page)	M		
9.	Allows the support of various document file types and image file types such PDF, PDF/A, IBM Modcha,	HD		

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B. Document Processing Workflows

ID	Description	Importance	Availability A, B, C, D	Comments If response in the Availability column is "C", state the availability date of item in this column. Reference related material by title and include in Tab 5 of proposal.
1.	Allows the indexing and verifying of all real estate records, vital records, and business records.	M		
2.	Allows for customizable workflows to be defined for various items, document types and transaction types. (ex. different workflow for official and business records)	HD		

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3.	Allows computing and collecting of fees and taxes.	M		
4.	Allows filing and/or recording of documents electronically.	M		
5.	Allows entering real estate, vitals, and business data by customers at a kiosk via lobby or internet.	HD		
6.	Allows capturing additional information at the time of indexing that is not part of the official index. (ex. mailing addresses, phone number, banknote number, etc.)	D		
7.	Allows redacting of confidential information in documents. (ex. Social Security numbers)	M		
8.	Allows a configurable and scalable solution to submit bulk volumes for redaction(OCR) processing.	HD		
9.	Allows multiple workflows to be defined for using workbaskets or queues for presenting documents to staff for indexing.	HD		
10.	Allows scheduling of workflows to be performed after hours.	D		
11.	Allows for configurable integration with external systems. (ex. Assessor system workflow)	M		
12.	Allows attaching comments to all transactions in all workflows.	HD		
13.	Allows reservation of 8:00 time for a fixed number of documents for title company recordings	HD		

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C. Access to Records

ID	<u>Description</u>	<u>Importance</u>	Availability A, B, C, D	Comments If response in the Availability column is "C", state the availability date of item in this column. Reference related material by title and include in Tab 5 of proposal.
1.	Allows for internal, Intranet, and Internet searching and filtering of real estate records, vital records, and business records.	HD		
2.	Allows for the sale of copies of real estate records, vital records, and business records.	M		
3.	Allows for extraction and export of real estate records, vital records, and business records for electronic transfer, CD/DVD creation, and film archive.	M		
4.	Allows for extraction and export of real estate, vitals, and business data for customized actions. (ex. extract data to create ID badges for paraprofessionals)	U		

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D. Cashiering and Accounting

ID	Description	Importance	Availability A, B, C, D	Comments If response in the Availability column is "C", state the availability date of item in this column. Reference related material by title and include in Tab 5 of proposal.
1.	Allows for cashiering of all sales transactions.	M		
2.	Allows for integration with industry standard payment systems and POS devices.	M		
3.	Allows for integration with industry standard accounting products. (ex. SAP integration)	HD		
4.	Allows processing voids.	M		
5.	Allows processing refunds.	HD		
6.	Allows for fees to be split to different accounts based on amount of percentages.	M		
7.	Allows for an audit trail for all accounting transactions.	M		
8.	Allows for unlimited pre-paid accounts and the ability to credit (make payments) and debit (charge for transactions) to these accounts.	M		
9.	Allows for cash balancing by cashiering station, provides a calculator and highlights underage or overage issues. Generates report for daily deposit.	HD		

REPLACEMENT OF RECORDING CASHIERING SYSTEM

10.	Ability to credit charge accounts for electronic payments submitted through county's financial system.	HD		
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E. User Interface Capabilities

ID	Description	Importance	Availability A, B, C, D	Comments If response in the Availability column is "C", state the availability date of item in this column. Reference related material by title and include in Tab 5 of proposal.
1.	Must utilize OCR capabilities to enhance the <u>indexing</u> , <u>verification</u> , and on the fly workflow by performing automated capture of index information.	M		
2.	Allows for globally defined program or short-cut keys.	HD		
3.	Allows for procedures and instructions to be displayed interactively via help buttons and/or	HD		
4.	The solution has a configurable automated fill-in and/or type-ahead feature.	HD		
5.	The solution has configurable input fields that allow the use of pull-down	HD		
6.	Allows for resizing, inverting and cropping any digital image stored on the system.	M		

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F. Administrator Capabilities

ID	Description	Importance	Availability A, B, C, D	Comments If response in the Availability column is "C", state the availability date of item in this column. Reference related material by title and include in Tab 5 of proposal.
1.	Allows for maintaining tables and master lists. (ex. indexing and verification master)	HD		
2.	Provides alerts based on pre-defined entries in tables or master lists.	HD		
3.	Allows for an audit-trail for all transactions with ability to comments or reasons. (ex. comments for rescanned documents or indexing/verification changes)	HD		
4.	Maintains an audit trail of rescanned documents and retrieval of previous versions of the document	HD		
5.	Allows for the configuration canned and	M		
6.	Allows for a configurable "dashboard" or "live" view of workflow statistics.	HD		

G. Printing and Electronic Notification Capabilities

ID	Description	Importance	Availability A, B, C, D	Comments If response in the Availability column is "C", state the availability date of item in this column. Reference related material by title and include in Tab 5 of proposal.

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1 Allows the printing or electronic transmission of receipts for all transactions.	M		
2 Allows printing or electronic generation of labels and	M		
3 Allows for automated printing or electronic transmission of notices and letters.	HD		
4 Allows the use of QRF codes (electronic generation and	D		

H. Assessor's Property Transfer System

The "Property Transfer Workflow" is an existing workflow process that is currently being used in the Assessor's office.

When the Clerk-Recorder implemented its current hardware/software system (IBM AS/400 server platform), the Assessor's office jointly worked with the vendor to provide a highly customized interface to the Property Transfer workflow system. At this time, the Assessor will maintain their existing environment, thereby requiring an export from the new Clerk-Recorder system.

Provide examples of how your solution would interface with an Assessor's workflow system. This includes access of indices and images; retrieval of miscellaneous images not recorded but scanned (ie: PCORS); retrieval tools; annotations tools; reports; connectivity to existing software/hardware in the Assessors department.

REPLACEMENT OF RECORDING CASHIERING SYSTEM**APPENDIX A3****SERVICES AND SUPPORT RESPONSE FORM
(COUNTY HOSTED)**

If offering a county hosted solution, please provide a response to each item below and include Appendix A3 with your proposal. Please do not modify the format, questions, font, etc.

1. Project Implementation Plan and Project Management Team

- a. Include the implementation plan the Proposer intends to employ for the project and an explanation of how it will support the project requirements and logically lead to the required deliverables. The description shall include the organization of the project team, including accountability and lines of authority.
- b. Describe services to be provided to ensure success of the project e.g. publicize the system to employees, organizing support infrastructure and processes, consulting on content set up and management etc.
- c. Describe how the relationship between the County and Proposer will be managed from an account and technical support perspective.
- d. Describe what is required of the County to ensure the successful implementation of the system.
- e. Include the steps that will be undertaken to identify and resolve any issues or problems before, during and after the implementation.
- f. Include a list of proposed project staff and key personnel.
- g. Provide resumes, experience narratives and at least one reference for key personnel who will be assigned to the project, if awarded the contract.
- h. Explain the relationship of the project management team with the Proposer, including job title and years of employment with the Proposer; role to be played in connection with the proposal; relevant certifications and experience.

2. Statement of Work (SOW) - Training Plan

- a. Include a description for training for three different audiences:
 - i. Power users/administrators, general users, Content creators and Instructors.
 - ii. Technical administrators of the proposed system.
 - iii. Technical operations staff and support staff for the proposed system.
- b. Describe the type and quantity of training that will be provided for each audience. The description must include:
 - i. The methods by which training will be provided e.g. online, on-site, webcast, self-paced online courses etc.;
 - ii. A recommended training curriculum;
 - iii. Explain how the Proposer will work with the County to determine training needs and tailor the curriculum;

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- iv. Explain the type of training that will be provided at what stage/phase of the project as well as follow-up training after implementation;
 - v. Explain the ability to provide training at a County location.
- c. Describe the training facility requirements for physical layout, communication needs (internet connectivity, etc.), projectors, # of computers, etc. that are needed to fulfill the proposed training plan. Identify which elements of the training facility will be supplied by the Proposer.

3. SOW - Project Work Plan

Include a detailed work plan for the implementation and operation of the proposed system.

- a. **Task Level** -The plan shall include all activities necessary for a successful project down to the task level. No task can exceed more than eighty hours in the work plan.
- b. **Identify All Resources** - The plan shall clearly identify all Proposer (including subcontractors) and using agency resources required to successfully complete the project. Provide job descriptions and the number of personnel to be assigned to tasks supporting implementation of the project. Identify County resources needed for each task.
- c. **Deliverables** – describe the deliverables of each task.
- d. **Time lines** – describe the timeline of each task.
- e. **Acceptance criteria** – describe the criteria used to determine completion of each task.
- f. **Plan Progress Charts** - The plan shall include appropriate progress/Gantt charts that reflect the proposed schedule and all major milestones. A sample project plan shall be submitted using Microsoft Project.

4. System Documentation

- a. Describe the documentation provided to facilitate system implementation.
- b. Describe the System Administrator documentation provided.
- c. Describe if user groups exist to collaborate on issues pertaining to the Proposer's software, including how often and where they meet. Explain if the user group is a separate independent organization or funded and organized by the Proposer.
- d. Attach a listing summarizing available stock ("canned") reports provided by the solution and a sample of each.
- e. Describe how system documentation is provided (online, hard copy etc.) for the initial implementation as well as future updates and releases.

5. Acceptance Test Plan

Include an acceptance test plan. The plan shall individually address each system component that comprises of the proposed system, approach for load testing, and number of people to be involved in testing. The plan should document the acceptance testing approach, resources and/or tools that may be used to validate the functions and features of the proposed system. Include an example test plan that is representative of the structure, content, and level of detail planned for this project.

REPLACEMENT OF RECORDING CASHIERING SYSTEM**6. Risk Management**

Submit a risk assessment using the methodology published by the Project Management Institute or other comparable methodology. Include risk mitigation strategies as well as the resources the using agency may utilize to reduce risk.

7. On-Going Service and Support

- a. Describe the post implementation follow-up activities that will be provided by the Proposer, specifically addressing the following tasks:
 - i. Post-live system debugging to bring application into full conformance with documentation, proposal and modification specifications
 - ii. Six-month and 12-month post live operational (non-technical) audits to review utilization of the software and to provide recommendations for optimizing benefits.
 - iii. Describe how application and support documentation is updated and distributed.
- b. Provide the normal hours and describe the channels (phone, email, web, etc.) for support. Describe how after hours support is provided. Describe the support and escalation process, including response times.
- c. Indicate the current version of the package. Indicate when the next major version of the package will be available. For major software upgrades, describe how often upgrades are released, how upgrades are defined, developed, tested and released, how customers are notified and educated about the upgrade. Describe the decision process on how new features and functions get included in the product.
- d. Explain if the cost of upgrades (including "patches", corrections to defects, feature enhancements, and minor and major version updates) is included with the proposed solution.
- e. Explain if software upgrades, or other maintenance window, will impose a service disruption on the system. If yes, discuss frequency and duration of the service disruptions.
- f. Proposer shall describe the method used for change management and advance notification timeframe for application changes.

8. Value Added Services (Optional)

Proposers are encouraged but not required to propose any optional value added services they believe would help the using agency to effectively implement, operate or use the proposed system. Information provided in this section must be directly relevant and not exceed two (2) pages in length

REPLACEMENT OF RECORDING CASHIERING SYSTEM

**APPENDIX A4
PROPOSAL COST RESPONSE FORM (COUNTY HOSTED)**

Proposers – please complete and submit this form with your proposal.

All pricing must be disclosed using this form. If offering item at no cost, state “No Cost.” If item is not applicable to the solution, state “N/A.”

Section I – One Time Costs

DESCRIPTION	PROPOSED PRICE
1. Software	\$
2. Hardware	\$
3. Customization	\$
4. Installation/Implementation	\$
5. Project Management	\$
6. Training, including all materials	\$
7. Travel Expenses (Total from Section II below)	\$
8. Other One-time Costs (Total from Section III below)	\$
9. Applicable Sales Tax	\$
Total One Time Cost	\$

Section II – Travel Expenses

Please itemize the travel expenses below, if any, and insert the Total in row 7 in the above table.

Description _____	Cost _____
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
	Total \$ _____

Section III – Other One-time Costs

Please itemize all other costs, including, but not limited to: enhancements at additional cost, proposed modules, third party software to operate the proposed software, etc. Insert the Total in row 8 in the above table.

Proposer Name: _____

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Description	Cost
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
Total \$ _____	

Section IV – Recurring Annual Costs

List any recurring cost below.

MAINTENANCE AND SUPPORT	LIST PRICE/COST	PROPOSED COST	DISCOUNT % OFF LIST PRICE/COST
1. Year One			
2. Year Two			
3. Year Three			
4. Year Four			
5. Year Five			
TOTAL			

ESCROW ACCOUNT	ANNUAL FEE
1. Year One	
2. Year Two	
3. Year Three	
4. Year Four	
5. Year Five	
TOTAL	

Section V – Value Added Products/Services:

Please itemize any value added products/services cost below.

Description	Cost
1. _____	\$ _____
2. _____	\$ _____

PROPOSER NAME: _____

REPLACEMENT OF RECORDING CASHIERING SYSTEM

**APPENDIX B
PROPOSER'S TERMS AND CONDITIONS**

Proposers shall initial and/or provide information based upon the appropriate statement. Failure to initial shall default to the first response, acceptance of the County's terms and conditions as is.

_____ *Proposer accepts the County's terms and conditions listed in Attachment 1 as is.*

_____ *Proposer accepts the County's terms and conditions listed in Attachment 1 and propose additional terms and conditions here in Appendix G below. Proposer shall provide specific proposed wording and a brief discussion of the purpose and impact, if any, and include any applicable agreement, such as license, service level, maintenance, etc.*

_____ *Proposer objects to the County's terms and conditions listed in Attachment 1 and has indicated the reason for objection and/or proposed specific alternative language here in Appendix G below. The County may or may not accept the alternative language. General references to the Proposer's terms and conditions or attempts at complete substitutions are not acceptable to the County and the County may disqualify the response in its entirety. Proposer must provide a brief discussion of the purpose and impact, if any, of each proposed changed followed by the specific proposed alternate wording for any applicable agreement, such as license, service level, maintenance, etc.*

REPLACEMENT OF RECORDING CASHIERING SYSTEM**ATTACHMENT 1****COUNTY OF SAN LUIS
OBISPO
TERMS AND CONDITIONS****24. DISENTANGLEMENT**

24.1 This section shall apply upon termination of this Agreement for any reason.

24.2 Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the supply of Deliverables, provision of services or the County's activities. Contractor shall promptly return to County all County assets or information in Contractor's possession.

24.3 For any software programs developed for use under the County's Agreement, Contractor shall provide a non-exclusive, non-transferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the County, at no charge to County, to use, copy, and modify, all work or derivatives that would be needed in order to allow County to continue to perform for itself, or obtain from other providers, the services as the same might exist at the time of termination.

24.4 County shall be entitled to purchase at net book value those Contractor assets used for the provision of services to or for County, other than those assets expressly identified by the parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

24.5 Contractor shall deliver to County or its designee, at County's request, all Documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof not turned over to County, all at no charge to County.



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. (hereafter "Tyler" or "Contractor") and the County of San Luis Obispo (hereafter referred to as "County" or "Client").

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means San Luis Obispo County.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party End User License Agreement(s)"** means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit D.

- “Third Party Hardware” means the third party hardware, if any, identified in the Investment Summary.
- “Third Party Products” means the Third Party Software and Third Party Hardware.
- “Third Party Software” means the third party software, if any, identified in the Investment Summary.
- “Tyler” means Tyler Technologies, Inc., a Delaware corporation.
- “Tyler Software” means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- “we”, “us”, “our” and similar terms mean Tyler.
- “you” and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee (currently \$756) directly to the escrow agent. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler



Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary. You will receive those services according to our industry-standard implementation plan, which outlines roles and responsibilities in calendar and project documentation. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative



process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software Products, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software Products on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software Products, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software Products;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software Products or the Tyler Community Forum;

SECTION E – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).

2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with Tyler, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

SECTION G – TERMINATION

1. For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section I(3), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and

expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. In the event that the term of this Agreement extends into fiscal years subsequent to that in which it was approved, continuation of the Agreement is contingent on the appropriation of funds by the San Luis Obispo Board of Supervisors, or, if applicable, the provision of State or Federal funding source. If you notify us in writing that the funds for this Agreement have not been appropriated or provided, this Agreement will terminate. In such event, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees. After termination under this Section, you shall have no further liability to pay any funds to us or to furnish any other consideration under this Agreement, and we shall not be obligated to perform any provision of this Agreement or to provide services intended to be funded pursuant to this Agreement. If partial funds are appropriated or provided, you shall have the option to either cancel this Agreement as provided herein or offer an amendment to reflect the reduced amount.
3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
 - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately.

1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. Property Damage and Personal Injury Indemnification. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by our negligence or willful misconduct. This indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.
3. **DISCLAIMER**. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY**. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability (CGL) of at least \$1,000,000; (b) Automobile Liability (AL) of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; and (d) Workers Compensation (WC) complying with applicable statutory requirements. We will add you as an additional insured on the CGL and AL policies and provide you with copies of certificates of insurance upon written request.

6.1 Deductibles And Self-Insurance Retentions. Contractor shall be responsible for any deductible or self-insured retention that it may carry.

6.2 Endorsements. All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:



- 6.2.1 The policies shall not contain or shall be endorsed to remove any “Cross Liability,” “Severability of Interest” or “Separation of Insureds” exclusion clause (CGL and AL);
- 6.2.2 The County of San Luis Obispo, its officers, employees, and volunteers are hereby added as additional insureds on the CGL & AL policies by blanket endorsement or otherwise;
- 6.2.3 If the insurance policy covers an “accident” basis, it must be changed to “occurrence” (CGL & AL)
- 6.2.4 As between County and Tyler with regard to claims for which Tyler is liable, this policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, AL);
- 6.2.5 Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, and volunteers for any loss arising under this Agreement (CGL).
- 6.3 **Absence Of Insurance Coverage.** County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor’s delay and expense.
- 6.4 **Notice of Cancellation.** We will provide You no less than thirty (30) days advance written notice in the event of any termination or cancellation of any policies required hereunder.
- 6.5 **Proof Of Insurance Coverage And Coverage Verification.** Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor’s insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have a Best Rating Service rate of A-(VI) or above. The Certificate of Insurance and all other notices related to cancellation or non-renewal shall be mailed to:

Tommy Gong, Clerk-Recorder
County Clerk-Recorder’s Office
1055 Monterey, Room D-120
San Luis Obispo, CA 93408
FAX (805) 781-1111

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.



2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet at your office within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.
9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us.



No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. Contractor shall, during the entire term of this contract, be an independent contractor and nothing in this contract is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow the County to exercise direction over the professional manner in which the Contractor performs the services which are the subject matter of this contract. The services to be provided by the Contractor shall be provided in a manner consistent with all applicable laws and regulations governing such services. Contractor understands and agrees the Contractor's personnel are not and will not be eligible for membership in or any benefits from any County retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrues to a County employee.
15. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential



information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

- 18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
- 19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its rules on conflicts of law.
- 20. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.
- 21. State Audit. Pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State auditor for a period of three years after final payment under the contract. In regards to such an audit, Contractor shall comply with the requirements of section 8546.7.
- 22.
- 23. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
 Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement
 Schedule 1: Support Call Process
- Exhibit D Escrow Enrollment Agreement
- Exhibit E Statement of Work

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.
Local Government Division

County of San Luis Obispo

By: _____

By: _____

Name: _____

Chairman of the Board of Supervisors

Title: _____

Approved by the Board of Supervisors on

Date: _____

_____, 20__

ATTEST:

By: _____

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

County Counsel

By: _____

Deputy County Counsel

Address for Notices:

Tyler Technologies, Inc.
5519 53rd Street
Lubbock, Texas 79414
Attention: Brett Cate

Address for Notices:

San Luis Obispo County
1055 Monterey, Suite D360
San Luis Obispo, California
Attention: Tommy Gong





Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to you under your License and Services Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Investment Summary
 San Luis Obispo County
 Tommy Gong



Prepared for: San Luis Obispo County Contact Person: Tommy Gong Address: 1055 Monterey Suite D360 San Luis Obispo, CA 93408 (805) 781-5643 Phone: Fax: Email: tgong@co.slo.ca.us	Contract ID # : 2015-0078
	Issue Date: 05/04/15
	Sales Rep: J. Phillips
	Tax Exempt: Yes / No

Product, Service & Equipment	Software License Payments			As Delivered	Totals	Annual Fees
	Upon Execution	Upon Available Download Date	Upon Earlier Of*			
Total Applications Software <i>License Fees - INCODE Eagle Recorder</i> <i>Less Discount</i>	64,875 <i>(19,425)</i>	155,700 <i>(46,620)</i>	38,925 <i>(11,655)</i>		259,500 <i>(77,700)</i>	56,900
Total Professional Services <i>Implementation</i> <i>Project Management & Final Implementation</i> <i>Data Conversion</i>				150,980 34,160 20,300	150,980 34,160 20,300	
Annual Services <i>Basic Network Support</i> <i>Software Escrow Agreement</i> <i>Tyler On Demand - Tyler U</i>						3,983 750 No Charge
Totals	45,450	109,080	27,270	205,440	387,240	61,633

* Earlier of first use of Tyler Software in live production or 180 days from the date the Tyler Software is made available for downloading.

** Tyler Community at NO cost

*** Client will not be ready to use Quickdocs in Live Production until 2017. This will not affect delivery schedule.

Please Note: Travel expenses will be billed as incurred.





Eagle Recorder / Eagle Clerk PRICE TOTALS

License Fees - Software	QTY	Price Per Unit	License Fee	Annual Maint. Fees
Base License Fee (per installation of the master application)	1	25,000	25,000	5,000
Full Use Licenses				
Full Use (Seat) Licenses	24	4,500	108,000	21,600
Public View Licenses				
Public View (Seat) Licenses	15	800	12,000	2,400
Forms Printing (per installation of the master application)	1	Included	Included	Included
5 Number of Forms Included. Additional costs for additional form setup. Duplex printing requires a duplex printer.				
Web Services				
	1	7,500	7,500	1,500
Web Application				
Internet Access Module	1	20,000	20,000	4,000
eCommerce for Eagle Web *Estimated Cost. Assumes County covers 3rd party costs including establishing a Merchant Account and provides high speed Internet Access. Requires Web application, above.	1	10,000	10,000	2,000
eMarriage / eForms for Web Internet and Intranet Application for submitting applications and forms over the Internet and Intranet. Only available via public view terminals if Eagle Web option is not chosen.	1	5,000	5,000	1,000
OCR - Automated Indexing				
Automated Indexing Module	1	40,000	40,000 annual refresh	8,000 5,000
OCR - Automated Redaction				
Automated Redaction Module	1	12,000	12,000	2,400
Quickdocs Integrated Electronic Document Recording Capability	1	20,000	20,000	4,000
Totals for Eagle Software and Support			259,500	56,900
			Discount	77,700
Totals for Eagle Software			\$181,800	





Services

EagleRecorder Installation Services:			
Analysis, Design & Site Prep	1	17,920	17,920
Conversion Services			
Data and Image Upload	1	14,700	14,700
Pre 1970 Index Data	1	5,600	5,600
Software Staging	1	11,760	11,760
Testing & User Acceptance	1	17,920	17,920
Project Management	1	34,160	34,160
Installation of Software	1	8,820	8,820
Training Services			
On-site Training	1	30,720	30,720
Go-Live Services	1	25,200	25,200
EagleWeb Installation Services	1	5,040	5,040
OCR Installation Services	1	28,000	28,000
Quickdocs Installation Services	1	5,600	5,600

Service Totals for Eagle Recorder / Eagle Clerk Module:	\$205,440
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Total of all License and Services

Total for Eagle Software Modules:	\$387,240
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Annual Software Support and Maintenance

Annual Software Support for Eagle Software Modules:	\$56,900
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Network Support

Network Support services assists in maintaining Tyler applications within a customer network. Troubleshooting of the Tyler application for connectivity issues, assistance with backup, troubleshooting of peripheral equipment, and diagnostic services in hardware/software issues and assistance with problem resolution are included.

Basic Network Support - Includes: network connectivity	\$3,983
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Annual Software Escrow Agreement

Annual Software Escrow Agreement with 3rd Party Source Code Agent. Fees for the escrow agreement are payable by the County.

Annual Software Escrow Agreement:	\$750
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SERVICES			
DESCRIPTION OF SERVICES	Estimated Service Costs	Total Estimated Hours	Estimated Days On-Site
<u>Analysis, Design & Site Preparation</u>	17,920	128	8
Includes a Client Survey. Provides for a study of forms, workflow, hardware environment, reports, fees and other information. Provides for creation of client specific presentations, fees and forms.			
<u>Conversion Services</u>	14,700	n/a	n/a
<u>Data Upload</u>			
This line item anticipates a complete data upload. The County will supply all data in a delimited ASCII text file, a database dump or backup of Microsoft SQL Server, a database dump or backup of Oracle OR a database dump of Access via ftp or hard drive. If the data is supplied in any other format than the one required by Tyler, additional charges will apply. Tyler will provide record count information (records in, records out; etc.). County will be responsible for reviewing the inputted data and the converted data for accuracy and completeness. The Conversion Specification document details all conversion requirements.			
<u>Image Upload</u>			
This line item anticipates a complete image upload. The County will make the images and image data accessible for conversion by placing them on a drive attached to the application server. If supplied in this format, the minimal upload fee listed will apply. If the images are supplied in any other format than the one required by Tyler, additional charges will apply. If the images do not match the requirements as defined in the Conversion Specification additional charges may apply. Tyler will provide image count information (images in, images out; etc.) for balancing. County will be responsible for reviewing the uploaded images for accuracy and completeness.			
<u>Pre 1970 Index Data</u>	5,600	n/a	n/a
<u>Staging of Software</u>	11,760	84	
Includes professional services for all staging of all the software components (search screens; labels; workflow; lookups, indexing macros; tables and lists; document codes; current reports; forms; fees and products). Include configuration of the production and test databases.			
<u>Testing and User Acceptance</u>	17,920	128	0
Includes professional services for user testing and acceptance of all the software components (search screens; labels; workflow; lookups, indexing macros; tables and lists; document codes; current reports; forms; fees and products).			
<u>Project Management</u>	34,160	244	8
Includes estimated professional services for project management and general project development. Project management includes meetings with end user staff members for development of work requirements, resources required (Client and Tyler), project management and project tracking. Specify software modifications / enhancements and design if required. Develop Project Plan and Schedule. Develop Conversion Upload Plan and Schedule. Develop Staging Installation Training and Implementation Plan			
<u>Installation</u>	8,820	63	5
Includes estimated professional services for installation of the software and any hardware quoted herein. Includes configuration of database and application servers.			
<u>Training Services</u>			
<u>Training and Implementation</u>	30,720	219	20
Includes estimated professional services for training and implementation required for a successful implementation of the project.			
<u>Go-Live Services</u>	25,200	180	23
Includes estimated professional services for Go-Live implementation and transition.			
<u>EagleWeb Installation Services</u>	5,040	36	n/a
<u>Quickdocs Installation Services</u>	5,600	40	n/a
<u>OCR Installation Services</u>	28,000	200	n/a
Fixed Services Total	\$205,440	1322	





Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your License and Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Invoicing: We will invoice you for the applicable license fees, products, and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your License and Services Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the “Available Download Date”); and (c) 15% on the earlier of first use of the Tyler Software in live production or (180) days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Maintenance and support fees are waived through the earlier of (a) ninety (90) days after use of the Tyler Software in live production; or (b) one hundred eighty (180) days after the Available Download Date. Subsequent maintenance and support fees, at the rates set forth below, are invoiced annually in advance on the anniversary of that earlier-of date.

Calendar Year	Annual Maintenance and Support Fees
2016	\$60,883
2017	\$62,101
2018	\$63,343
2019	\$65,243
2020	\$67,200
2021	\$69,888
2022	\$73,033
2023	\$76,320
2024	\$79,754
2025	\$83,343
2026 & beyond	to be negotiated by the parties.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed at hourly rates and invoiced as delivered. Professional services fees for Services within the scope defined in the Investment Summary and further detailed in the Statement of Work will not exceed a maximum as provided in Exhibit A.



Additional services will only be provided in accordance with Section C(3) of the License and Services Agreement.

2.2 *Requested Modifications to the Tyler Software:* Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

3. Third Party Products.

3.1 *Third Party Software License Fees:* License fees for Third Party Software are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware:* Third Party Hardware costs are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of travel receipts shall be maintained and provided to the County upon request. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. Payment for undisputed invoices is due within twenty (20) days of the invoice date. Maintenance and support fees are due on each anniversary of the Available Download Date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.



B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Maintenance and Support Agreement

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the earlier of (a) ninety (90) days after use of Tyler Software in live production; or (b) one hundred eighty (180) days from the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date") and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your initial maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of your Agreement. Those amounts are payable in accordance with our Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are trained on the Tyler Software, and timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 support prior releases of the Tyler Software in accordance with our then-current release life cycle policy.



4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we can't resolve a support issue remotely, we may be required to provide onsite services. In such event, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a defect in the Tyler Software); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services beyond those outlined in this section will be billed to you at our then current rates. We do not guarantee resolution of a Defect in a version of the Tyler Software Products older than one version behind the then-current release. We reserve the right to decline support calls from users who have not received the required training on the Tyler Software.

6. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Tyler Application Support Department for Eagle Products®

Goal: To provide an effective support mechanism that will guarantee timely resolution to calls, resulting in high-level client satisfaction.

Contact Us

Call Tyler's toll free number (877-554-4434) or log a support request online through the Tyler Client Portal available at Tyler's Support Web site (www.tylertech.com) >Client Support > Eagle.

Support Organization

Tyler's Application Support Department for Eagle Products is divided into multiple teams: Recording, Tax (Assessor and Treasurer), and Content Management (TCM). These "product-specific" teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Support Manager, Support Analysts and Software Specialists. The Support Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional application support to our clients. The Support Analysts are responsible for assisting the team with clients' issues, and provide on-going team training. Software Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

Standard Support Hours

Hours Monday-Friday

Eagle Recording	6:00am-6:00pm MST
Content Management (TCM)	6:00am-6:00pm MST
Eagle Tax (Assessor/Treasurer)	6:00am-6:00pm MST

Leaving a Message for Support

When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- Your full name (first name, last name) and the site you are calling for/from
- The details of the issue or question you have (i.e.: program, process, error message)
- The priority of the issue (1, 2, 3, or 4)
- When you will be available for a return call
- A phone number where you can be reached

On Line Support

Some questions can be handled effectively through Tyler incident tracking system. Once registered as a user on Tyler's Support Web site at www.tylertech.com, you can ask questions or report issues to Support through "Customer Tools". Tyler's Incident tracking system (Onyx) allows you to log an incident to Technical Support anytime from any Internet connection.

Your existing contact information is filled in when you add a new Support incident. You will be asked for required

Paging

All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to **press 0** to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when your system is down, or a mission critical process is unable to be completed and you are not able to reach a technician immediately via standard methods.

information including Incident Description, Priority, Product Group and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated e-mail response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond according to the priority of the incident.

Incident Tracking Numbers

Support's goal is to return clients' calls as soon as possible. If you are not available when we call back, we will leave a message with the open incident number on your voice mail or



with a person in your office. When you call back, you can reference this incident number so you do not have to re-explain the issue.

An incident tracking number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

Call Priorities

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler's Support Department for Eagle Products tracks responsiveness to priority 1, 2 and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

Priority 1 Call — System is down! No one is able to log in or perform any office functions.

Priority 2 Call — Issue affects a large number of users or a critical process that has no workaround. The issue is time sensitive.

Priority 3 Call — Issue affects a large number of users or a critical process but has a temporary workaround.

Priority 4 Call — Issues affects a small number of users or workstations and there are other stations that can perform the task.

Incidents Requiring Development:

Incident Priority	Development Resolution	Definition
1	HotFix	Emergency patch to software released as soon as possible.
2	Bi-Weekly Patch	Regularly scheduled patch
3	Next Release	Scheduled for the next major release
4	Future Release	Not scheduled-reviewed at next planning stage.

Escalating a Support Call

If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Application Support Managers and Leads

Director of Support (Tax, TCM, and Recording)	Alan Buckingham (alan.buckingham@tylertech.com)	(X8101)
Recording Team	Roy Follett (roy.follett@tylertech.com)	(X8133)
Content Management (TCM) Team	Scott Sollenberger (scott.sollenberger@tylertech.com)	(x8004)
Assessor/Treasurer Team	Theresa Kimberlin (theresa.kimberlin@tylertech.com)	(X8072)



Resources

A number of additional resources are available to you to provide a comprehensive and complete support experience.

Support Website: Allows clients access to a variety of help options including links to incident submission, online help, and product documentation

Tyler Community: Allows you to interact, share ideas and offer suggestions on business processes with your peers.

On line Documentation: Allows you to access information on how to use the software.

Release Notes: Allows you to review the additions, changes and updates to the version(s) of Eagle Software products and track the development activity for a particular release.

Tyler Community

Tyler is uniquely qualified to leverage the combined experience of tens of thousands of users with our staffs' deep domain knowledge to bring a one-of-a-kind interactive, mass collaboration online community where our clients go to find answers. In the Tyler Community Clients connect with other users and Tyler staff to share information, collaborate, access support and receive training. In this interactive environment, individual knowledge is amplified exponentially across the community.

Easily connect with colleagues from neighboring communities or from across the country. Share best practices, and stay connected by joining groups with other users who are in the same geographic region, share common job functions or use the same software products. Join discussions on topics that impact your daily life, keep up with the latest software tips and tricks and discover what other agencies around the nation are doing to connect and empower their constituents.

Configuration changes and Enhancements

The Tyler system has been setup and delivered per the specifications outlined during your implementation. Any changes from these specifications including those needed to take advantage of new features or functionality are outside the scope of your support contract and considered billable events. If, during a support inquiry, it is determined that changes to your configuration are being requested, you will be notified and a sales person will be in contact with you to determine the scope and cost of the request.

System Hotfixes Patches and Release Updates

The support contract includes the "Evergreen" philosophy on the software. What this means is that hotfixes, patches and new releases of the software are included in current and up-to-date contract agreements. The support team will work with a single point of contact on the county side to coordinate a mutually agreeable time to perform these updates. Tyler support will need direct access to various servers running the Tyler software within the county network in order to accomplish these updates.

Tyler Holiday Schedule

Tyler observes many of the same holidays our clients do. In order to allow our staff time away from work our offices will be closed on the holidays listed below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

SOFTWARE SOURCE CODE ESCROW AGREEMENT TERMS AND CONDITIONS

IN CONSIDERATION OF the terms and conditions of the Agreement and other good and valuable consideration, the parties hereto agree as follows:

ESCROW AGREEMENT. Tyler Technologies agrees to name San Luis Obispo County, hereinafter CLIENT, as a beneficiary in accordance with the provisions of the Software Escrow Service Agreement Tyler Technologies maintains with an independent escrow service.

PRICE. CLIENT agrees to pay an initial start-up fee of \$750.00, due upon execution of this agreement. Future annual payments of \$750.00 will be invoiced in the month prior to the renewal date and will be due in full for this agreement to continue in effect.

SOFTWARE SOURCE CODE COVERED. This Agreement applies to all Tyler Software Products for which CLIENT has paid the full agreed upon price of the Tyler Software license. If CLIENT acquires additional Tyler Software Products in the future, such software shall also be covered by this Agreement. If CLIENT fails to pay the Escrow fee when due, Tyler Technologies shall have the right in its sole discretion to suspend its performance or terminate this Agreement.

TERM. This Agreement shall become effective on the date executed by an officer of Tyler Technologies and shall have a term ending upon the last day of the month one year following that date.

A. This Agreement will automatically renew for subsequent one year terms unless either party gives the other party at least thirty days prior written notice of its intent not to renew. Fees for subsequent years are subject to change.

PROVISIONS. As a minimum requirement, Tyler Technologies agrees to provide the following service to CLIENT through an escrow agreement:

- A. Tyler Technologies will maintain a software escrow service agreement with an independent escrow service provider.
- B. Tyler Technologies will deposit a current copy of source code for all licensed Tyler Software Products and will update the deposit when a major revision of the software is released.
- C. If Tyler Technologies chooses to change the provider of the escrow service, Tyler Technologies will notify CLIENT of the name and address of the new escrow service provider.
- D. The provisions included in the escrow service agreement will include provisions for the beneficiary to receive access to the Tyler Software Products source code when the escrow service provider has received written instruction directly from Tyler Technologies, Tyler Technologies' trustee in bankruptcy, or a court of competent jurisdiction and payment to the escrow service provider of the deposit copying and delivery fees, then the escrow service provider will release a copy of the deposit materials to CLIENT.

ACCEPTED BY:

Tyler Technologies, Inc.
Local Government Division

ACCEPTED BY:

San Luis Obispo County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

